



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Finance Committee
DATE/TIME: Tuesday, January 13, 2026 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).**
December 9, 2025 Regular Finance Committee Minutes
- 3 Discussion and possible action.**
 - a. Approving the termination of Tax Increment District Number 7.
 - b. Approving an April 7, 2026 referendum to increase property taxes on an ongoing basis to retain 12 firefighter/paramedic positions and offset expiring federal grants.
 - c. Approving Primary Towing Services Agreement with Joe Rader Towing LLC and Secondary Towing Services Agreement with Lightning Express Towing.
 - d. Approving Second Amendment to Fixed Base Operation Agreement regarding lease agreement between Wausau Flying Service, Inc. and Phillips 66 Company for lease of a Jet A refueler truck.
 - e. Approving Sole Source Request for the purchase of services for an onsite physical therapist or athletic trainer through Advanced Physical Therapy & Sports Medicine for the Wausau Police Department and Wausau Fire Department.
 - f. Approving Sole Source Request for the purchase of professional services for help in updating the City of Wausau Comprehensive Plan through North Central Wisconsin Regional Planning Commission (NCWPRC) for the Wausau Community Development Department.
 - g. Approving Sole Source Request for the purchase of thermal imaging cameras and compatible charging docks through the Macqueen Group for the Wausau Fire Department.
 - h. Approving reprogramming of returned \$25,000 of 2024 CDBG Allocation from Granite House public service activity to acquisition activity.
- 4 Discussion.**
 - a. Improving public understanding and transparency around Tax Increment Districts.
- 5 Adjournment.**

Michael Martens, Chair

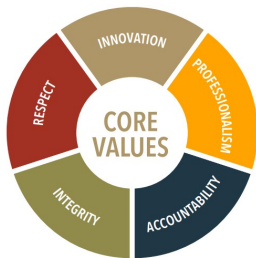
**NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND
TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER**

DATE: 01/07/2025
TIME: 4:00 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 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
wausauwi.gov





OFFICIAL MINUTES
REGULAR MEETING

MEETING: Finance Committee
DATE/TIME: Tuesday, December 9, 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

Members Present: Michael Martens, Vicki Tierney, Sarah Watson, Aaron Griner
Members Not Present:
Members Excused: Becky McElhaney
Present 4, Not Present 0, Excused 1

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:18 PM.

- 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).**

Motion by Watson, seconded by Griner, to approve all items outlined below. Motion Passed, 4-0.

November 25, 2025 Regular Finance Committee Minutes

3 Discussion and possible action.

- a. Approving the Lead Service Line Replacement (LSLR) Reimbursement Resolution for the 2026 Safe Drinking Water Loan and Principal Forgiveness.**

Tierney questions if the loans and grants from the state and federal government would be guaranteed to fund the lead line replacement program.

Motion by Watson, seconded by Tierney, to approve the reimbursement resolution. Motion Passed 4-0.

- b. Extending the life of Tax Increment District Number 7 for affordable housing.**

Motion by Watson, seconded by Griner, to extend the life of TID 7 for affordable housing and authorize option 3 outlined in the staff memo. Motion Passed 3-1, with Tierney opposed.

- c. Reopening the closure of Tax Increment District 6.**

Discussion was held. No action taken.

- d. Approving city's Waiver of Right to Repurchase 130 N. 1st Street – Sunbelt Refugees LLC (Whitewater Music Hall).**

Motion by Watson, seconded by Tierney, to approve to waive the right of first refusal. Motion Passed 4-0.

- e. Accepting funding from the Judd S. Alexander Foundation for the Wausau Police**

Department for one Downtown Officer position.

Motion by Watson, seconded by Griner, to accept the funding. Motion Passed 4-0.

- f. Authorizing the execution of Airport Ground Lease - Matthew and Karin Gast.

Motion by Griner, seconded by Watson, to approve the ground lease for Matthew and Karin Gast. Motion Passed 4-0.

- g. Approving Credit Agreement with Judd S. Alexander Foundation to borrow up to \$250,000 for the redevelopment of 201 N. 1st Avenue (Former MBX Property).

Watson questioned if the concerns of being able to develop the property in the timeframe provided were addressed. It was stated the terms of the loan had not been updated since the last committee meeting and that the property will be redeveloped to the best use for the city.

Tierney questioned the three-year commitment within the agreement and stated concerns about getting any type of redevelopment completed within that time frame. It was further stated that if the commitment was not met, the loan would accumulate higher interest. Tierney stated there was no written promise within the agreement not to charge interest or forgive the loan if the commitment is not met under uncertain terms and stated opposition for those reasons.

Martens stated there was flexibility within the agreement to meet the definition of affordable housing and language included to meet the commitment even if the development was not completed. It was further stated that if the commitment was not met, the money could be given back.

Motion by Watson, seconded by Griner, to approve the agreement with the Alexander Foundation. Motion Passed 3-1, with Tierney opposed.

- h. Approving a Sole Source Request to contract engineering professional services with Clark Dietz, Inc. for the Solar Array Project.

Griner stated concerns about soliciting professional services without following the recently discussed procurement policy. It was further stated the solar array would be contingent on grant funding the project which may not come to fruition.

Motion by Watson, seconded by Griner, to approve the sole source request. Motion Failed 2-2, with Martens and Watson in support.

4 Adjournment.

Motion by Watson, seconded by Griner, to adjourn. Motion carried. Meeting adjourned at 05:57 PM.



City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Terminating Tax Increment District Number 7.

Committee Action: *Pending*

Fiscal Impact: None

File Number: 05-1209

Date Introduced: January 13, 2026

RESOLUTION

WHEREAS, the City of Wausau passed a creation resolution creating Tax Incremental District Number Seven on January 10, 2006 and adopted a project plan that year; and

WHEREAS, the objectives of the district were to increase employment opportunities, property tax base and per capita income within the community; increase the availability of properly located business and industrial sites and accommodate and encourage new industries and the expansion of existing industry and business.

WHEREAS, Tax Incremental District Number Seven projects were completed within the prescribed allowed time; and

WHEREAS, the District's obligations have been satisfied and sufficient increment has been collected

NOW THEREFORE BE IT RESOLVED that the City of Wausau Common Council does terminate Tax Increment District Number Seven effective January 10, 2026; and

BE IT FURTHER RESOLVED that the City of Wausau City Clerk shall notify the Wisconsin Department of Revenue, within 60 days of this resolution that the district has been terminated; and

BE IT FURTHER RESOLVED that pursuant to Section 66.1105(8) of the Wisconsin Statutes the City of Wausau proper city officials shall execute the prescribed termination forms, complete the final accounting and send final audited information to the Wisconsin Department of Revenue.

Approved:

Doug Diny, Mayor



Wisconsin state law outlines the requirements for a municipality or county (political subdivision) to complete when it pursues exceeding its levy limit by referendum or resolution.

Referendum Process

A political subdivision may exceed its allowable levy limit if the following is completed, as provided in sec. [66.0602\(4\)](#), Wis. Stats.

1. Governing body adopts a resolution proposing the amount of the levy increase and the percentage increase over the allowable levy, including the purpose of the increase and whether the increase is for the next fiscal year only, for a set number of years, or if it will apply on an ongoing basis
2. Resolution is approved via referendum
 - a. Odd-numbered years – may be held as a special referendum on the same election dates used by a school board under sec. [121.91\(3\)](#), Wis. Stats.
 - b. Otherwise – must be held during a spring primary/election, partisan primary, or general election
3. Clerk must publish the proper notices under sec. [66.0602\(4\)\(b\)](#), Wis. Stats.

Ballot language

The language on the ballot must state the question verbatim as provided in sec. [66.0602\(4\)\(c\)](#), Wis. Stats.

"Under state law, the increase in the levy of the (name of political subdivision) for the tax to be imposed for the next fiscal year, (year), is limited to%¹ (based on actual data or the political subdivision's best estimate), which results in a levy of \$....² Shall the (name of political subdivision) be allowed to exceed this limit and increase the levy for the next fiscal year, (year), for (purpose for which the increase will be used), by a total of%³ (based on actual data or the political subdivision's best estimate), which results in a levy of \$....?⁴"

If the increase is:

- **For the next fiscal year only** – question must include the percentage increase in the levy from the previous year's levy
- **For a set number of years** – question must include the amount of the increase for each fiscal year that the increase applies and include the percentage increase for the first year
- **On an ongoing basis** – question must include the amount of the increase for each fiscal year that the increase applies, and include the percentage increase for the first year

Calculating the correct amounts in ballot language above

1. Sum of your percentage increases for net new construction, terminated TID and subtracted TID. **Note:** Actual data certified by the Wisconsin Department of Revenue (DOR) should be used in the fall; and best estimate in the spring. DOR recommends using the data from the previous year's submitted levy limit worksheet.
2. Total levy prior to the increase, including all other adjustments (from Levy Limit Worksheet – Sec. D) and the personal property aid reduction
3. Divide the proposed increase by the total levy in (2)
4. Sum of the proposed increase and the total levy in (2)

Examples

Increase for one fiscal year only

"Under state law, the increase in the levy of the city of Badger for the tax to be imposed for the next fiscal year, 2021, is limited to 1.2%, which results in a levy of \$565,000. Shall the city of Badger be allowed to exceed this limit and increase the levy for the next fiscal year, 2021, for the purchase of a fire truck, by a total of 2.8%, which results in a levy of \$580,632?"

Increase on an ongoing basis

"Under state law, the increase in the levy of the city of Badger for the tax to be imposed for the next fiscal year, 2021, is limited to 1.2%, which results in a levy of \$565,000. Shall the city of Badger be allowed to exceed this limit and increase the levy for the next fiscal year, 2021, for the purpose of additional fire protection services, by a total of 2.8%, which results in a levy of \$580,632, and on an ongoing basis, include the increase of \$15,632 for each fiscal year going forward?"

Increase for a set number of years

"Under state law, the increase in the levy of the city of Badger for the tax to be imposed for the next fiscal year, 2021, is limited to 1.2%, which results in a levy of \$565,000. Shall the city of Badger be allowed to exceed this limit and increase the levy for the next fiscal year, 2021, for the purpose of additional fire protection services, by a total of 2.8%, which results in a levy of \$580,632, and include the increase of \$15,632 for fiscal years 2022 through 2026?"

Resolution Process

A town with a population of less than 3,000 may exceed its allowable levy limit if the following is completed, as provided in sec. [66.0602\(5\)](#), Wis. Stats.

1. Hold town board meeting – town board proposes and approves by majority vote and written resolution a specific amount for the levy increase
2. Post notice of special town meeting of electors – publish class 2 notice between 15-20 days prior to the special town meeting of electors, and include date, time and location of the meeting, as required under sec. [60.12\(3\)](#), Wis. Stats. The notice must include a separate agenda item that the town board approved a levy limit increase and the electors will vote on this increase.
3. Hold special town meeting – the electors vote to adopt a resolution approving the town board resolution.

Note:

- » The proposed levy increase must be the same on both resolutions
- » There must be a separate vote of electors to approve the increase that was proposed and approved by the town board and then a separate vote of electors to approve the total town tax levy

Resolution language

Similar to the referendum process, on both the town board and electors' resolution, include the items below.

1. Allowable increase percentage – sum of your percentage increases for net new construction, terminated TID and TID subtractions
2. Total levy prior to the proposed increase – total levy prior to the increase, including all other adjustments (from Levy Limit Worksheet – Sec. D) and the personal property aid reduction
3. Proposed percentage increase – divide the proposed increase by the total levy in (2)
4. Total levy including the proposed increase – sum of the proposed increase and the total levy in (2)
5. Voting results – for the electors' resolution only

Note: The Wisconsin Towns Association provides sample resolutions and notices on its [website](#).

If Approved – Sending Documents to DOR

Referendum approved

If your local government's referendum is approved, you must send the following to DOR within 14 days of the approved referendum as provided in sec. [66.0602\(4\)\(d\)](#), Wis. Stats.

- Copy of ballot (showing the referendum question that appeared on the ballot)
- Voting results
- Copy of governing body's signed resolution proposing the levy increase

Resolution approved

If your town's resolution is approved, you must send the following to DOR within 14 days of the electors' approval/adopted resolution as provided in sec. [66.0602\(5\)](#), Wis. Stats.

- Copy of signed town board resolution proposing the levy increase
- Copy of the published notice of the town meeting, including where and when it was posted
- Copy of the signed electors' resolution to exceed the levy limit (with voting results)

Note: All resolutions must be signed and dated

Questions?

Contact us at lgs@wisconsin.gov.

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Joint Resolution from the Committee of the Whole and Finance Committee Authorizing a Referendum and Related Question for the City of Wausau to Increase the Property Tax Levy in the Amount of \$1,450,000 on an Ongoing Basis to Retain 12 Firefighter/Paramedics and Offset Expiring Grants.

Committee Action: *Pending*

Fiscal Impact: \$1,450,000 of additional property taxes beginning with the 2027 budget.

File Number: 26-0109

Date Introduced: January 13, 2026

RESOLUTION

WHEREAS, the State of Wisconsin has imposed limits on town, village, city, and county property tax levies under Wis. Stat. § 66.0602; and

WHEREAS, the law limits the increase in the local property tax levy using a formula that starts with the previous year's levy and incorporates the percentage increase in equalized value due to new construction as the primary basis for the following year's increase; and

WHEREAS, in 2021 and 2022, the City of Wausau Common Council approved hiring 12 firefighter/paramedics to meet increasing service demands and call complexities, with 3-year grant funding provided by the FEMA SAFER grant and ARPA Grant; and

WHEREAS, the grant expiration will create a funding shortfall for these positions and result in the city exceeding the maximum allowable levy for the 2027 budget; and

WHEREAS, the City of Wausau Committee of the Whole met on November 3, 2025, and approved an April 7, 2026, referendum to exceed the state levy limit by a greater percentage than allowed by statute to retain 12 firefighter/paramedics to meet existing service demands and offset expired grant income; and

WHEREAS, the City of Wausau Finance Committee met on January 13, 2026, to review and recommend the referendum question; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau, Marathon County, do hereby support an increase in the city tax levy for tax year 2026 (collected in 2027) to exceed the state levy limit. The Common Council intends that the levy increase be applied on an ongoing basis thereafter by including it in the base used to calculate the limit going forward.

BE IT FURTHER RESOLVED that the Common Council directs that the question of increasing the city tax levy for tax year 2026 (to be collected in 2027) by 3.956%, which would increase the city levy by \$1,450,000 over the past year's levy, for a city tax levy of \$38,106,773, shall be submitted to the electors in a referendum election to be held on April 7, 2026, in the following form:

“Under state law, the increase in the levy of the City of Wausau for the tax to be imposed for the next fiscal year, 2027, is limited to 3.544%, which results in a levy of \$36,656,773. Shall the City of Wausau be allowed to exceed this limit and increase the levy for the next fiscal year, 2027, for the purpose of retaining

12 firefighter/paramedic positions and offset expiring federal grants, by a total of 3.956%, which results in a levy of \$38,106,773, and on an ongoing basis, include the increase of \$1,450,000 for each fiscal year going forward?"

BE IT FURTHER RESOLVED, that the City Council establishes the following explanatory statement and effect of the vote on the referendum election ballot:

EXPLANATORY STATEMENT AND EFFECT OF VOTE The City Council of the City of Wausau, Marathon County, Wisconsin, recognizes that a Governing Body has control over the City's property tax levy up to the limits imposed by Wisconsin State Statutes. The City does not have the tax levy capacity under these limits to increase property taxes to fund the 12 firefighter/paramedic positions that were created and funded by the expired 3-year FEMA Safer Grant and the federal COVID Grant. The City Council desires to put this question to the voters in the form of a referendum on the April 6, 2026, Spring Election ballot to determine whether voters are willing to pay an additional \$1,450,000 in property taxes per year to retain the 12 firefighter/paramedic positions. The referendum election ballot will ask City of Wausau electors to vote "yes" or "no" on the referendum election question as set forth above.

A "yes" vote on the question means that the elector is in favor of \$1,450,000 of additional taxation by the City of Wausau through an ongoing increase in the annual property tax levy to maintain current staffing levels at the Wausau Fire Department.

A "no" vote on the question means that the elector is not in favor of \$1,450,000 of additional taxation to maintain current staffing levels at the Wausau Fire Department."

BE IT FURTHER RESOLVED, that the City of Wausau Common Council hereby directs the City Clerk to place the above referendum question on the April 6, 2026, ballot.

Approved:

Doug Diny, Mayor

Substitute Amendment to 26-0109

Substitute the 1st BE IT FURTHER RESOLVED clause with:

BE IT FURTHER RESOLVED that the Common Council directs that the question of increasing the city tax levy for tax year 2026 (to be collected in 2027) by ~~3.956%~~ **2.796%**, which would increase the city levy by ~~\$1,450,000~~ **\$1,025,000** over the past year's levy, for a city tax levy of ~~\$38,106,773~~ **\$37,681,773**, shall be submitted to the electors in a referendum election to be held on April 7, 2026, in the following form:

*“Under state law, the increase in the levy of the City of Wausau for the tax to be imposed for the next fiscal year, 2027, is limited to 3.544%, which results in a levy of \$36,656,773. Shall the City of Wausau be allowed to exceed this limit and increase the levy for the next fiscal year, 2027, for the purpose of retaining 12 firefighter/paramedic positions and offset expiring federal grants, by a total of ~~3.956%~~ **2.796%**, which results in a levy of ~~\$38,106,773~~ **\$37,681,773**, and on an ongoing basis, include the increase of ~~\$1,450,000~~ **\$1,025,000** for each fiscal year going forward?”*

Substitute the 2nd BE IT FURTHER RESOLVED clause with:

BE IT FURTHER RESOLVED, that the City Council establishes the following explanatory statement and effect of the vote on the referendum election ballot:

*“EXPLANATORY STATEMENT AND EFFECT OF VOTE The City Council of the City of Wausau, Marathon County, Wisconsin, recognizes that a Governing Body has control over the City's property tax levy up to the limits imposed by Wisconsin State Statutes. The City does not have the tax levy capacity under these limits to increase property taxes to fund the 12 firefighter/paramedic positions that were created and funded by the expired 3-year FEMA Safer Grant and the federal COVID Grant. The City Council desires to put this question to the voters in the form of a referendum on the April 6, 2026, Spring Election ballot to determine whether voters are willing to pay an additional ~~\$1,450,000~~ **\$1,025,000** in property taxes per year to retain the 12 firefighter/paramedic positions. The referendum election ballot will ask City of Wausau electors to vote “yes” or “no” on the referendum election question as set forth above.*

*A “yes” vote on the question means that the elector is in favor of ~~\$1,450,000~~ **\$1,025,000** of additional taxation by the City of Wausau through an ongoing increase in the annual property tax levy to maintain current staffing levels at the Wausau Fire Department.*

*A “no” vote on the question means that the elector is not in favor of ~~\$1,450,000~~ **\$1,025,000** of additional taxation to maintain current staffing levels at the Wausau Fire Department.”*



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

From: Captain Nathan Cihlar, Police Department
To: Finance Committee
Date: 01/05/26
RE: Towing Services RFP – Selection for 2-year contract 2026-2027

SUMMARY:

The Wausau Police Department, in consultation with the City Attorney’s Office, is submitting a recommendation to the City of Wausau Public Health and Safety Committee for a towing services provider to be awarded a towing services contract. The towing services provider will be contracted with the City of Wausau to provide three categories of towing services: non-consensual/no-preference tows, evidence tows, and city-owned vehicle tows (i.e. Wausau Police Department fleet vehicles).

BACKGROUND:

In 2020, the Wausau Police Department sought support from the City to partner with a towing services provider who could assist the department in improving our efficiency and customer service in responding to situations requiring towing services. The City of Wausau initiated a Request for Proposal of Towing Services (RFP) in October 2020 and eventually selected towing provider Joe Rader Towing, LLC (herein JRT) for a one-year contract. JRT has successfully performed the contract requirements throughout the term of the contract.

In November 2021, the City of Wausau initiated a RFP for towing service to select a provider for a two-year contract. JRT was the selected towing provider and successfully performed the contract requirements throughout the term of the contract.

In November 2023, the City of Wausau initiated a RFP for towing service to select a provider for a two-year contract (2024-2025). JRT and Lightning Express Towing (herein LET) both submitted proposals. JRT was selected as the primary towing provider. LET was selected as secondary towing provider, designated as the next contact for qualifying tows in the event the primary provider was unable to respond in a timely manner for a particular tow need. As the primary provider, JRT met expectations of timely service and otherwise successfully performed the contract requirements throughout the term of the contract.

In November 2025, the City of Wausau initiated a RFP for towing service to select a provider for a two-year contract. The RFP notice was published on the City’s website as of November 11, 2025.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Similar to the prior requests, this RFP invited response related to three categories of towing services: non-consensual/no-preference tows, evidence tows, and city-owned vehicle tows. JRT and LET requested RFP materials and submitted proposals. The sealed proposals were opened at the Board of Public Works meeting held on December 16, 2025.

JRT and LET proposals were both responsive to all three categories of towing services. The submitted proposals have since been reviewed by staff members of the Wausau Police Department and the City Attorney's Office.

CONCLUSION:

The proposals submitted by Joe Rader Towing, LLC met requirements related to insurance coverage, capacity to provide listed services, and service pricing. The Wausau Police Department recommends Joe Rader Towing, LLC, for the primary towing services contract as specified in the City of Wausau Request for Proposal of Towing Services published on November 11, 2025.

The Wausau Police Department recommends Lightning Express Towing as the secondary towing provider.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain

Primary Towing Services Agreement

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

RECITALS

The City wishes to be provided with the primary towing services outlined below by Tow Company and Tow Company agrees to provide the towing services outlined below to the City on the terms and conditions of this agreement. Lightning Express Towing will provide the City with services outlined in a separate agreement titled “Secondary Towing Services Agreement” in the event Tow Company is unable to timely accommodate the City’s request to tow.

1. TERM

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

2. DEFINITIONS - TYPES OF TOWING SERVICES

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

3. PERFORMANCE REQUIREMENTS

1. Rules of Conduct

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

2. Regulation

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

4. OBLIGATIONS OF TOW COMPANY

a. DISPOSITION REQUIREMENTS AND OBLIGATIONS FOR ABANDONED VEHICLES

In the event that the Tow Company tows an abandoned vehicle, as defined in Wausau City Ordinance 10.08.040 and Wis. Stat. § 342.40, the City would not be responsible to the Tow Company for any costs related to towing or impoundment of a non-stolen abandoned vehicle. Tow Company will fulfill all obligations of the City, as required by Wis. Stat. 342.40, in terms of notice of sale by certified mail to owner/lienholders, auctioning of the abandoned vehicle, notifying WIDOT/DMV, and providing a certificate of transfer to the purchaser of the abandoned vehicle. The Tow Company shall use these proceeds to cover the costs of towing and storage of the abandoned vehicle. Any remaining amount shall be returned to the City to be placed into a general fund. Tow Company is required to keep detailed records of all costs associated with each abandoned vehicle and sale price of said vehicle. Tow Company shall provide these records to the City monthly, just as described below in #6. Tow Company shall allow the City to inspect these records when requested. Failure to provide these records or failure to properly account for each abandoned vehicle, will be considered a default and grounds to terminate the Towing Services Contract. Failure to abide by the requirements of Wis. Stat. § 342.40 will also be considered a default and grounds to terminate the Towing Services Contract.

b. AREA OF SERVICE FOR ALL TYPES OF TOWS

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

c. VEHICLE STORAGE FOR ALL TYPES OF TOWS

1. Standard storage and secure storage must be provided when required by the City. Secure storage shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Wausau Police Department. Standard storage shall consist of at a minimum a fenced lot or yard with security style fencing and locked gate sufficient to keep trespassers out and vehicles in; or a lot with an attendant on duty at all times; or with the prior approval of the City, some combination of fencing and on duty attendant. Vehicle owners shall not be denied access to vehicles held in standard storage. Tow Company shall follow all applicable laws, including Wis. Stat. §779.415(1)(b) and 349.13(5)(b)2 regarding access to and release of personal property in vehicles being stored at the direction of the Wausau Police Department.
2. Tow Company shall not charge a "lot fee" or access fee for citizens to access their vehicles stored at Tow Company's storage facility.
3. All vehicles shall be protected from vandals and pilferage.
4. The Tow Company shall keep a computerized log of towed vehicles, name and contact information of any individual granted access to a vehicle, date, and time of

access by any individual, documentation of any item removed by any individual from any vehicle, and the date of actual release of any vehicle and the name and contact information of the individual to whom a vehicle is released.

5. Tow Company shall answer the phone twenty-four (24) hours a day, seven (7) days a week to give an immediate response to the customer. In the event no one is available to release a stored vehicle upon request, due to the request occurring after normal business hours, Tow Company agrees to waive any storage charges that are assessed for the day the request for release was made.
6. No vehicle entrusted to the Tow Company shall be operated by any Tow Company personnel except to relocate the vehicle within the storage area.
7. Tow Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the Tow Company's negligence or failure to exercise reasonable care of the vehicle. Tow Company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

5. OBLIGATIONS OF THE CITY

The City, by way of its employee handling the matter that necessitates towing services that fall under this Agreement, will inform Tow Company at the time of the towing request, that the type of tow needed falls under this Agreement. In the case of a Wausau Police Officer informing the Marathon County Dispatch that a tow, under this Agreement, is needed, the Wausau Police Officer will inform Marathon County Dispatch to convey to Tow Company that the type of tow is a tow falling under this Agreement. Additionally, the Wausau Police Officer will confirm with the Tow Company employee that arrives to the scene that the requested tow is a tow covered by this Agreement.

6. PRICE

Non-Consensual/No-Preference Tows/Abandoned

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

- Base accident rate hook-up - \$180.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rates vary depending on severity of accident
 - If any winching and/or labor is needed, the labor rate may range from \$40.00 - \$160.00
 - Labor rate is \$40.00 for every 15 minutes on scene
 - This could include winching, clean up, and securing loose parts of the vehicle before or after the initial hook up
- After hour rate (6:00 PM – 6:00 AM) - \$40.00
- Daily storage rate - \$55.00
- No key charge - \$40.00

Disabled Vehicles- (Vehicles that breakdown on the roadway)

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rate is \$40.00 for every 15 minutes on scene
- After hour rate (6:00 PM – 6:00 AM) - \$40.00
- Daily storage rate - \$55.00
- No key charge - \$40.00

Abandoned Vehicles

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rate is \$40.00 for every 15 minutes on scene
- Daily storage rate - \$55.00
- No key charge - \$40.00
- After hour rate (6:00 PM – 6:00 AM) - \$40.00

Evidence Tows

Evidence Tows

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$3.00/mile
- If any winching and/or labor is needed, the labor rate may range from \$40.00-\$160.00
 - Average labor rate is \$40.00 for every 15 minutes on scene
 - This could include winching, clean up, & securing loose parts of vehicle before or after the initial hook up
- Daily storage rate - \$55.00
- No key charge - \$40.00
- After hour rate (6:00 PM – 6:00 AM) - \$40.00

City-Owned Vehicle Tows

City-Owned Vehicle Tows (*keys must be present for the loading and unloading of all City Owned Vehicles*)

- WPD squad vehicles - \$0
- City of Wausau Light/Medium Duty Vehicles
 - Base rate hook-up - \$85.00
 - No mileage charge

7. BILLING

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

City of Wausau Police Department
515 Grand Avenue
Wausau WI 54403

2. The City is responsible for all charges for towing and storage of City owned vehicles and evidence tows only and the Tow Company shall bill the City for all such services. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City and not considered evidence, are the responsibility of the owner of such vehicles. Storage rates charged

to privately owned vehicles shall be no greater than those charged to the City under this contract. The City of Wausau shall not be responsible for payment of towing charges for non-City owned vehicles which are in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Chapter 342, 346 and 349 of the Wisconsin Statutes or other purposes.

3. Monthly billing statements once all charges are finalized and/or paid, shall contain a breakdown of the type of tow (illegally parked vehicles, city owned vehicles and the like), the date and location of tow, the license number or VIN of the vehicle towed, the make of the vehicle, the cost of the tow, the storage start and end dates, and the total number of days stored. Tow Company will be responsible for drafting these monthly billing statements, including the information described above, in an organized, easy to understand format, that may need to be modified from time to time, based on the wishes of either Party.

8. INSURANCE REQUIREMENTS

a. GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY

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

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

b. WORKERS COMPENSATION INSURANCE

Tow Company shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed during the duration of this contract. In case any work is sublet, the Tow Company shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by the Tow Company.

c. PROOF OF INSURANCE

1. The Tow Company shall furnish the City Attorney with a Certificate of Insurance, naming the City as an additional insured, countersigned by a Wisconsin Resident Agent or Authorized

Representative of the insurer indicating that the Tow Company meets the insurance requirements identified above.

2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the City Attorney and specify the name of the contract or project covered.

3. The Certificate of Insurance shall be delivered to the Tow Company, with a copy of the Certificate of Insurance to be delivered to the City Attorney for approval prior to the execution of this contract.

4. The Certificates shall describe the contract by name in the "Description of Operations" section of the form.

9. INDEMNIFICATION

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

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

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

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

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

10. TERMINATION OF CONTRACT

1. Default

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

2. Insolvency and Bankruptcy

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

3. For Convenience

Any Party may terminate this contract upon ninety (90) days written notice to the other Party, unless the Parties mutually agree on another time frame. Such termination shall be effective upon receipt of notice and the Tow Company shall be entitled to just and equitable compensation for any satisfactory work completed.

4. Rights are Cumulative

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

11. WAIVER

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

12. DELINQUENT TAXES OR CHARGES

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

13. FORCE MAJEURE

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

14. DISPUTE RESOLUTION

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

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

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

15. INDEPENDENT CONTRACTOR STATUS

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

16. NON-DEBARMENT CLAUSE

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

17. GRATUITIES AND KICKBACKS

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

18. APPLICABLE LAW

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

19. NOTICES

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

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

Notices will be sent to:

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

Wausau Police Department
ATTN: Jillian Kurtzhals
515 Grand Avenue
Wausau, WI 54403

City Clerk
City Hall
407 Grant Street
Wausau, WI 54403

20. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation made about this Agreement was made fraudulently and,

save as may be expressly referred to or referenced herein, supersedes all prior representation, writings, negotiations or understandings with respect hereto.

21. ASSIGNMENT OR SUBCONTRACT

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

In the event Tow Company is unable to timely accommodate a request to tow as outlined in this contract, the City has the right to contact Lightning Express Towing as a secondary tow company to fulfill the obligations of Tow Company for that specific tow request.

22. AMENDMENTS

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

23. SEVERABILITY

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

24. AUTHORITY TO EXECUTE

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

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

Signed:

CITY OF WAUSAU BY:

Doug Diny, Mayor (Date)

Kaitlyn A. Bernarde, Clerk (Date)

JOE RADER TOWING LLC

(Date)

Secondary Towing Services Agreement

THIS AGREEMENT is made on the date this Agreement is executed by and between Lightning Express Towing (“Tow Company”), a Wisconsin limited liability company with a principal place of business at 1414 Schofield Avenue, Schofield, WI 54476, and City of Wausau (“City”) a Wisconsin municipal corporation, 407 Grant Street, Wausau, WI 54403, collectively referred to as the “Parties.”

RECITALS

The City wishes to contract with Tow Company as a secondary company to fulfill the obligations of Joe Rader Towing LLC if Joe Rader Towing LLC is unable to timely accommodate the City’s request to tow. In the event that happens, on a case by case basis, the City wishes to be provided with the towing services outlined below by Tow Company and Tow Company agrees to provide the towing services outlined below to the City on the terms and conditions of this agreement.

1. TERM

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

2. DEFINITIONS - TYPES OF TOWING SERVICES

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

3. PERFORMANCE REQUIREMENTS

1. Rules of Conduct

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

2. Regulation

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

4. OBLIGATIONS OF TOW COMPANY

a. DISPOSITION REQUIREMENTS AND OBLIGATIONS FOR ABANDONED VEHICLES

In the event that the Tow Company tows an abandoned vehicle, as defined in Wausau City Ordinance 10.08.040 and Wis. Stat. § 342.40, the City would not be responsible to the Tow Company for any costs related to towing or impoundment of a non-stolen abandoned vehicle. Tow Company will fulfill all obligations of the City, as required by Wis. Stat. 342.40, in terms of notice of sale by certified mail to owner/lienholders, auctioning of the abandoned vehicle, notifying WIDOT/DMV, and providing a certificate of transfer to the purchaser of the abandoned vehicle. The Tow Company shall use these proceeds to cover the costs of towing and storage of the abandoned vehicle. Any remaining amount shall be returned to the City to be placed into a general fund. Tow Company is required to keep detailed records of all costs associated with each abandoned vehicle and sale price of said vehicle. Tow Company shall provide these records to the City monthly, just as described below in #6. Tow Company shall allow the City to inspect these records when requested. Failure to provide these records or failure to properly account for each abandoned vehicle, will be considered a default and grounds to terminate the Towing Services Contract. Failure to abide by the requirements of Wis. Stat. § 342.40 will also be considered a default and grounds to terminate the Towing Services Contract.

b. AREA OF SERVICE FOR ALL TYPES OF TOWS

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

c. VEHICLE STORAGE FOR ALL TYPES OF TOWS

1. Standard storage and secure storage must be provided when required by the City. Secure storage shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Wausau Police Department. Standard storage shall consist of at a minimum a fenced lot or yard with security style fencing and locked gate sufficient to keep trespassers out and vehicles in; or a lot with an attendant on duty at all times; or with the prior approval of the City, some combination of fencing and on duty attendant. Vehicle owners shall not be denied access to vehicles held in standard storage. Tow Company shall follow all applicable laws, including Wis. Stat. §779.415(1)(b) and 349.13(5)(b)2 regarding access to and release of personal property in vehicles being stored at the direction of the Wausau Police Department.
2. Tow Company shall not charge a "lot fee" or access fee for citizens to access their vehicles stored at Tow Company's storage facility.
3. All vehicles shall be protected from vandals and pilferage.
4. The Tow Company shall keep a computerized log of towed vehicles, name and contact information of any individual granted access to a vehicle, date, and time of

access by any individual, documentation of any item removed by any individual from any vehicle, and the date of actual release of any vehicle and the name and contact information of the individual to whom a vehicle is released.

5. Tow Company shall answer the phone twenty-four (24) hours a day, seven (7) days a week to give an immediate response to the customer. In the event no one is available to release a stored vehicle upon request, due to the request occurring after normal business hours, Tow Company agrees to waive any storage charges that are assessed for the day the request for release was made.
6. No vehicle entrusted to the Tow Company shall be operated by any Tow Company personnel except to relocate the vehicle within the storage area.
7. Tow Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the Tow Company's negligence or failure to exercise reasonable care of the vehicle. Tow Company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

5. OBLIGATIONS OF THE CITY

The City, by way of its employee handling the matter that necessitates towing services that fall under this Agreement, will inform Tow Company at the time of the towing request, that the type of tow needed falls under this Agreement. In the case of a Wausau Police Officer informing the Marathon County Dispatch that a tow, under this Agreement, is needed, the Wausau Police Officer will inform Marathon County Dispatch to convey to Tow Company that the type of tow is a tow falling under this Agreement. Additionally, the Wausau Police Officer will confirm with the Tow Company employee that arrives to the scene that the requested tow is a tow covered by this Agreement.

6. PRICE

Non-Consensual/No-Preference Tows/Abandoned

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

- ***Light Duty Accident Tows***
 - Base accident rate hook up - \$150.00
 - Mileage rate from pick up location to destination - \$5.00/mile
 - Labor rate - \$160.00/hour billed in 15-minute increments
 - After hour rates (6:00 PM – 6:00 AM and weekends) - \$20.00
 - No key charge - \$25.00
 - Daily storage rate - \$60.00/day
- ***Medium Duty Accident Tows***
 - Base accident rate hook up - \$200.00
 - Mileage rate from pick up location to destination - \$5.00/mile
 - Labor rate - \$160.00/hour billed in 15-minute increments
 - After hour rates (6:00 PM – 6:00 AM and weekends) - \$20.00

- No key charge - \$25.00
- Daily storage rate - \$60.00/day
- **Heavy Duty Accident Tows**
 - \$500.00/hour
 - Extra vehicles and equipment will be added at time of service

Disabled Vehicles- (Vehicles that breakdown on the roadway)

- **Light Duty Disabled Vehicle Tows**
 - Base hook up rate - \$85.00
 - Mileage rate from pick up location to destination - \$4.00/mile
 - Labor rate - \$160.00/hour billed in 15-minute increments
 - After hour rates (6:00 PM – 6:00 AM and weekends) - \$20.00
 - No key charge - \$25.00
 - Daily storage rate - \$60.00/day
- **Medium Duty Disabled Vehicle Tows**
 - Base hook up rate - \$150.00
 - Mileage rate from pick up location to destination - \$5.00/mile
 - Labor rate - \$160.00/hour billed in 15-minute increments
 - After hour rates (6:00 PM – 6:00 AM and weekends) - \$20.00
 - No key charge - \$25.00
 - Daily storage rate - \$60.00/day
- **Heavy Duty Disabled Vehicle Tows**
 - \$250.00/hour

Evidence Tows

Evidence Tows

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$4.00/mile
- Labor rate - \$160.00/hour billed in 15-minute increments
- After hour rate (6:00 PM – 6:00 AM and weekends) - \$20.00
- No key charge - \$25.00
- Daily storage rate - \$60.00/day

City-Owned Vehicle Tows

Light Duty Tows

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$4.00/mile
- Labor rate - \$160.00/hour billed in 15-minute increments
- After hour rate (6:00 PM – 6:00 AM and weekends) - \$20.00
- No key charge - \$25.00
- Daily storage rate - \$60.00/day

Medium Duty Tows (10,000-26,000 pounds)

- Base rate hook-up - \$150.00
- Mileage rate from pick up location to destination - \$5.00/mile
- Labor rate - \$160.00/hour billed in 15-minute increments
- After hour rate (6:00 PM – 6:00 AM and weekends) - \$20.00
- No key charge - \$25.00
- Daily storage rate - \$60.00/day

Heavy Duty Tows

- \$250.00/hour

7. BILLING

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

City of Wausau Police Department
515 Grand Avenue
Wausau WI 54403
2. The City is responsible for all charges for towing and storage of City owned vehicles and evidence tows only and the Tow Company shall bill the City for all such services. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City and not considered evidence, are the responsibility of the owner of such vehicles. Storage rates charged to privately owned vehicles shall be no greater than those charged to the City under this contract. The City of Wausau shall not be responsible for payment of towing charges for non-City owned vehicles which are in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Chapter 342, 346 and 349 of the Wisconsin Statutes or other purposes.
3. Monthly billing statements once all charges are finalized and/or paid, shall contain a breakdown of the type of tow (illegally parked vehicles, city owned vehicles and the like), the date and location of tow, the license number or VIN of the vehicle towed, the make of the vehicle, the cost of the tow, the storage start and end dates, and the total number of days stored. Tow Company will be responsible for drafting these monthly billing statements, including the information described above, in an organized, easy to understand format, that may need to be modified from time to time, based on the wishes of either Party.

8. INSURANCE REQUIREMENTS

a. GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY

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

1. Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
2. Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.

3. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.

b. WORKERS COMPENSATION INSURANCE

Tow Company shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed during the duration of this contract. In case any work is sublet, the Tow Company shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by the Tow Company.

c. PROOF OF INSURANCE

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

9. INDEMNIFICATION

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

Tow Company shall reimburse the City of Wausau, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and

costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

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

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

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

10. TERMINATION OF CONTRACT

1. Default

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

2. Insolvency and Bankruptcy

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

3. For Convenience

Any Party may terminate this contract upon ninety (90) days written notice to the other Party, unless the Parties mutually agree on another time frame. Such termination shall be effective upon receipt of notice and the Tow Company shall be entitled to just and equitable compensation for any satisfactory work completed.

4. Rights are Cumulative

The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this contract, at law or in equity, shall be cumulative and shall not

be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

11. WAIVER

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

12. DELINQUENT TAXES OR CHARGES

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

13. FORCE MAJEURE

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

14. DISPUTE RESOLUTION

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

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

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

dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

15. INDEPENDENT CONTRACTOR STATUS

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

16. NON-DEBARMENT CLAUSE

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

17. GRATUITIES AND KICKBACKS

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

18. APPLICABLE LAW

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

19. NOTICES

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

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

Notices will be sent to:

Lightning Express Towing
1414 Schofield Avenue
Schofield, WI 54476

Wausau Police Department
ATTN: Jillian Kurtzhals
515 Grand Avenue
Wausau, WI 54403

City Clerk
City Hall
407 Grant Street
Wausau, WI 54403

20. ENTIRE UNDERSTANDING

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

21. ASSIGNMENT OR SUBCONTRACT

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

In the event Joe Rader Towing LLC, as primary towing services provider, is unable to timely accommodate a request to tow as outlined in this contract, the City has the right to contact Tow Company as the secondary tow company to fulfill the obligations of Joe Rader Towing LLC. Tow Company agrees this is on a case-by-case basis and is not mandatory.

22. AMENDMENTS

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

23. SEVERABILITY

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

24. AUTHORITY TO EXECUTE

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

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

Signed:

CITY OF WAUSAU BY:

Doug Diny, Mayor (Date)

Kaitlyn A. Bernarde, Clerk (Date)

LIGHTNING EXPRESS TOWING

(Date)



OFFICIAL MINUTES
REGULAR MEETING

MEETING: Board of Public Works
DATE/TIME: Tuesday, December 16, 2025 at 10:30 AM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Eric Lindman Anne Jacobson
Maryanne Groat

Members Present: Eric Lindman, Anne Jacobson
Members Not Present: MaryAnne Groat
Members Excused:
Present 2, Not Present 1, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 10:30 AM.

1 Consideration of the minutes of the preceding meeting(s).

December 3, 2025 and December 9, 2025 Regular Board of Public Works Minutes.

Motion by City Attorney Jacobson, seconded by Public Works Director Lindman, to Approve.
Motion Passed 2-0.

2 Discussion and possible action.

a. Open bids and make recommendation for 2025 Water Treatment Plant Demo.

The following bids were received:

The MRD Group	\$947,000.00
Veit & Company, Inc.	\$1,091,585.00
Dore & Associates, Inc.	\$1,138,300.00
Alliance Steel Construction, Inc.	\$1,189,000.00
LinnCo, Inc.	\$1,271,000.00
Haas Sons, Inc.,	\$1,483,821.60

Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to award the contract to The MRD Group in the amount of \$947,000. Motion Passed 2-0.

b. Open Request for Proposals - Towing Services.

A proposal was received from Joe Rader and three proposals were received from Lightning Express Towing. The proposals will be reviewed by staff with a recommendation brought to the Finance Committee.

c. 2025 Asphalt Paving Project "A": American Asphalt, Final Payment.

This pay estimate is in the amount of \$24,890.30. Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to Approve. Motion Passed 2-0.

d. 2025 DPW Overhead Door Replacement: Central Door Solutions, Final Payment.

This final payment is in the amount of \$24,252.00. Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to Approve. Motion Passed 2-0.

- e. Pay Estimate #20 with Community Infrastructure Partners for replacement of lead service lines.

This pay estimate is in the amount of \$245,662.42 and is for 2025 work completed in November. Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to Approve. Motion Passed 2-0.

3 Adjournment.

Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to Adjourn. Motion Passed 2-0.



City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov



DRAFT

SECOND AMENDMENT TO AIRPORT FIXED BASE OPERATION AGREEMENT

This SECOND AMENDMENT TO AIRPORT FIXED BASE OPERATION AGREEMENT (the "Agreement") is made this ____ day of _____, 2026, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Wausau Flying Service, Inc. a Wisconsin corporation, hereinafter referred to as "FBO."

WITNESSETH:

WHEREAS, City and FBO are parties to that certain Airport Fixed Base Operation Agreement dated August 24, 2016 and that First Amendment to Airport Fixed Base Operation Agreement dated June 1, 2022 (the "Original Agreement"); and

WHEREAS, the parties hereto wish to amend the Original Agreement as provided herein;

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

1. FACILITIES AND LAND is hereby amended to only affect fuel trucks as follows:

Wausau Flying Service, Inc. and Phillips 66 will enter into a lease agreement for the lease of a Jet A refueler truck. City will reimburse FBO the monthly cost of the vehicle lease.

The lease will be a lease to own agreement, and once purchased, the truck will become the property of the City.

Except as amended hereby, the Original Agreement is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

CITY OF WAUSAU BY:

WAUSAU FLYING SERVICE, INC. BY:

Doug Diny, Mayor

President

Kaitlyn A. Bernarde, City Clerk

Vice President

FIRST AMENDMENT TO AIRPORT FIXED BASE OPERATION AGREEMENT

THIS FIRST AMENDMENT TO AIRPORT FIXED BASE OPERATION AGREEMENT (the "Agreement") is made this 1st day of June, 2022, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Wausau Flying Service, Inc., a Wisconsin corporation, hereinafter referred to as "FBO."

WITNESSETH:

WHEREAS, City and FBO are parties to that certain Airport Fixed Base Operation Agreement dated August 24, 2016 (the "Original Agreement"); and

WHEREAS, the parties hereto wish to amend the Original Agreement as provided herein;

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

1. FUEL FLOW FEE is deleted in its entirety and replaced as follows:

4. FUEL FLOW FEE. The price of all fuel sold at Airport shall be a price which encourages utilization of the Airport by air traffic (a current schedule of fuel prices shall be provided to City), and a \$0.06 per gallon fuel flow fee, effective June 1, 2022, shall be paid by FBO to City, on a monthly basis, for every gallon of fuel sold, and all appropriate and necessary reports concerning fuel flow shall be furnished by FBO to City upon request. This fuel flow fee specifically applies to all sales of petroleum products, including gasoline.

2. TERM OF AGREEMENT is deleted in its entirety and replaced as follows:

6. TERM OF AGREEMENT. The term of this Agreement shall be for a period of five (5) years commencing on the date above first written. The City, upon approval by the Common Council, shall have the option to extend the term of this Agreement for three (3) additional five (5) year periods subject to all of the provisions of this Agreement, upon providing FBO with sixty (60) days advance written notice before the last day of the current term.

3. HOURS OF OPERATION is deleted in its entirety and replaced as follows:

11. HOURS OF OPERATION. Hours of operation shall be the following:

Monday through Saturday – 8:00 a.m. to 5:00 p.m., except for in the event of inclement weather at the discretion of the Manager who will remain on call.

Airport will be closed for National Holidays. Availability of FBO services outside of the foregoing hours shall be on an on-call basis, as requested by airport patrons and at the discretion of the FBO.

4. TERMINATION BY CITY is deleted in its entirety and replaced as follows:

30. TERMINATION

A. DEFAULT

1. City may terminate this Agreement by giving FBO sixty (60) days advance written notice upon or after any one of the following events of default:

- a. The filing by FBO of a voluntary petition in bankruptcy.
- b. The institution of proceedings in bankruptcy against FBO and the adjudication of FBO as bankrupt pursuant to such proceedings.
- c. The taking by a court of jurisdiction of FBO and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.
- d. The appointment of a receiver of FBO's assets or any general assignment for the benefit of FBO's creditors.
- e. The abandonment by FBO of the Premises except in connection with its surrender to an assignee, sublease, mortgagee, or other party succeeding to FBO's interests or portion thereof hereunder which has been approved by the advance written consent of the City Common Council.
- f. The default by FBO in the performance of any obligation required herein to be performed by FBO, and FBO's failure to correct such default within thirty (30) days after notice thereof from City.

In the event of termination for default by FBO, the City shall have the right at once and without further notice to the FBO to take possession of the Premises.

B. City may terminate this Agreement upon sixty (60) days' written notice to FBO upon the happening of any of the following events:

1. The lawful assumption by the United States Government or any authorized agency thereof, or by the State of Wisconsin, or any authorized agency thereof, without inducement by City, of the operation, control or use of Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict FBO, for a period of at least sixty days, from operating from the premises leased to FBO under the FBO Agreement.
2. The termination of that certain Airport Management Agreement entered into by and between the City and FBO, dated August 24, 2016, by either party.

C. FOR CAUSE

1. If the FBO shall fail to fulfill in timely and proper manner any of the obligations under this Agreement, the City shall have the right to terminate this Agreement by written notice to the FBO. In this event, the FBO shall be entitled to compensation for any satisfactory work completed.

D. FOR CONVENIENCE

1. The City may terminate this Agreement at any time by giving written notice to the FBO no later than two months before the termination date. If the City terminates under this paragraph, then the FBO shall be entitled to compensation for any satisfactory work performed to the date of termination.

This Agreement is subject to termination before the expiration of the original term or any extension term under the following circumstances:

- i. By mutual agreement of the parties at any time.
- ii. At the sole discretion of the City, if the FBO materially fails to perform any of the FBO's obligations under the Agreement and such failure is not cured within a reasonable time after the FBO's receipt of a written notice from the City.
- iii. At the sole discretion of the FBO, if the City materially fails to perform any of the City's obligations under the Agreement and such failure is not cured within a reasonable time after receipt of a written notice from the FBO.

The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Failure of City to declare this Agreement terminated upon the default of FBO for any of the reasons set out above shall not operate to waive the right of City to terminate this Agreement by reason of any subsequent violation of the terms of this Agreement.

5. 42. AMENDMENT is being added to provide as follows:

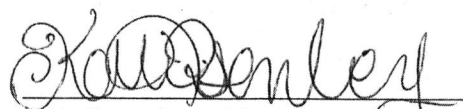
42. AMENDMENT. No waiver, amendment, or variation of the terms of this Agreement shall be valid unless in writing and signed by the City and FBO, and then only to the extent specifically set forth in writing.


Except as amended hereby, the Original Agreement is not otherwise amended and remains in full force and effect.

[DOCUMENT CONTINUES ON NEXT PAGE]

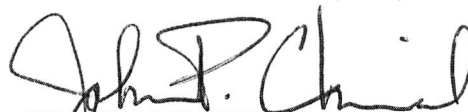
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.


CITY OF WAUSAU BY:


Katie Rosenberg, Mayor


Kaitlyn Bernharde, City Clerk

WAUSAU FLYING SERVICES, INC., BY:


President


Vice President

AIRPORT FIXED BASE OPERATION AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of August, 2016, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Wausau Flying Service, Inc., a Wisconsin corporation, hereinafter referred to as "FBO."

WITNESSETH:

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

WHEREAS, City is desirous of having FBO provide certain aeronautical services to the public, and to that end CITY is desirous of leasing to FBO certain premises on the Airport property and having FBO be its Airport operator, all in return for certain considerations.

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

1. FACILITIES AND LAND. City hereby leases to FBO the portions of the current Terminal Building set forth in the attached "Exhibit A" ("Terminal Building") including office area, classrooms, and rest rooms, Hangars 1 – 4, the tie-down areas, the fuel facilities, the fuel trucks, the radio antenna, and the equipment owned by the City and used for operation of the airport listed in the attached "Exhibit B". Collectively, the Terminal Building and equipment are hereinafter referred to as "Premises."

City and FBO hereby agree that FBO shall operate, manage and maintain Hangars 1 through 4 as shown on the attached "Exhibit C." FBO shall be responsible for 60 percent (60%) of all utilities and other expenses for these hangars FBO shall retain sixty percent (60%) of all rental revenues from these hangars City shall pay forty percent (40%) of costs of hangar operation. City shall receive forty percent (40%) of all rental revenues from the hangars.

Any alterations or additions to any building under the control of the FBO pursuant to this Agreement shall be made only after approval of plans for such alterations or additions by the City at its sole discretion. Title to any such additions, improvements, alterations, personal property, or fixtures constructed or installed, shall immediately upon completion be vested in and become the property of the City.

All moveable equipment which is purchased by FBO shall remain the property of FBO.

2. OPERATIONAL OFFICES AND STATUS OF FBO. The operational offices of FBO shall be located at the Airport.

FBO, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of City and neither party shall hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the

parties, nor shall either party have any right to enter into any agreement or commitment on behalf of the other. FBO shall bear sole responsibility for all the acts of its employees, agents or subcontractors and for all payroll and employment taxes relating to FBO's personnel.

3. SERVICES TO BE PROVIDED BY FBO. FBO shall provide the following services during the duration of this Agreement:

- A. Provide, sell and dispense aircraft fuel and oil service with a recognized brand of aviation fuel, oil, lubricants and other related aviation petroleum products. All fuel shall be tested for contaminants by FBO, and all fuel storage dispensing and testing shall be conducted by FBO in accordance with federal, state and local laws, rules and regulations.
- B. FBO shall provide daily and routine maintenance of all equipment that is utilized by FBO; however, City shall be responsible for major repairs, including repairs to the overhead doors for Hangars 1 to 4, and/or replacement of these items, unless such repair and/or maintenance is due to the negligence of FBO, in which case the repair and/or replacement shall, in its entirety, be performed by FBO. "Major repairs" is defined as any repair exceeding \$200. City shall not be responsible for any repairs to FBO owned equipment.
- C. Assist individuals in the tie-down, storage and parking of aircraft and miscellaneous ramp assistance. FBO may establish a schedule of fees to be charged for tie down, storage, parking and ramp assistance to non-fueling customers. The fee schedule shall be submitted annually to the City.
- D. Flight instruction, including but not limited to ground school instruction, remedial flight training, and in-flight training, all at rates that are competitive with other general aviation airports in central Wisconsin. FBO shall provide a schedule of current rates annually to the City.
- E. Aircraft rental service for both private pilot use and for flight instruction. Aircraft rental service shall be possible twenty-four hours per day. Aircraft for flight instruction shall be available as needed. FBO shall provide a schedule of current rates annually to the City.
- F. Arrange for aircraft charter and air taxi service to the general public or for hire at rates that are competitive with other general aviation airports in central Wisconsin. FBO shall provide schedule of current rates annually to the City.
- G. Arrange for aircraft maintenance and repair service. Nothing in this Agreement operates to prevent any person, firm, or corporation operating aircraft on the

Airport from performing any services on its own aircraft, subject to the Minimum Standards provisions of Wausau Municipal Code sec. 22.34.

- H. Provide such other aeronautical services which are consistent with the minimum requirements for aeronautical services set by either federal, state, or local ordinance, policy or regulation, but that City, before enacting any new or additional ordinances or regulations or policies regarding the operation of said Airport, shall meet and consult with FBO.
- I. "High quality customer service representation" shall be provided to City and general public at all times.
- J. All service shall be provided in a courteous and friendly manner.
- K. Operational audit of performance of FBO shall be conducted by City every 5 years.

4. FUEL FLOW FEE. The price of all fuel sold at Airport shall be a price which encourages utilization of the Airport by air traffic (a current schedule of fuel prices shall be provided to City), and a \$0.12 per gallon fuel flow fee shall be paid by FBO to City, on a monthly basis, for every gallon of fuel sold, and all appropriate and necessary reports concerning fuel flow shall be furnished by FBO to City upon request. This fuel flow fee specifically applies to all sales of petroleum products, including gasoline.

5. LEASE FEES. FBO shall pay to City for the lease of the Premises an initial amount of One Thousand Dollars (\$1000.00) per month, which monthly payment shall be received by the City of Wausau Finance Department no later than, the fifth day of the month for which the monthly payment is due. This lease fee shall be adjusted annually on the anniversary date of this Agreement based upon any increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Midwest Region, All Items Index. FBO shall provide, or has previously provided, a security deposit in the amount of Seven Hundred Fifty Dollars (\$750.00) that will be refundable upon termination or expiration of this Agreement.

6. TERM OF AGREEMENT. The term of this Agreement shall be for a period of ten (10) years commencing on the date above first written. The City, upon approval by the Common Council, shall have the option to extend the term of this Agreement for two (2) additional ten (10) year periods subject to all of the provisions of this Agreement, upon providing FBO with sixty (60) days advance written notice before the last day of the current term.

7. SALE OF AIRCRAFT. FBO shall have the right to sell aircraft on a commercial basis.

8. FBO's AIRCRAFT. FBO shall have available for use at Airport, either owned or leased by FBO, at least one currently airworthy aircraft, which must be equipped for and capable of flight

instruction; additional aircraft shall be based at the Airport in sufficient number to accommodate public demand for such aircraft; all aircraft must meet minimum federal and state safety standards.

9. AUTOMOBILE PARKING LOT. The automobile parking lot located on Airport is not for the exclusive use of FBO, however, FBO's customers, suppliers and guests may use the parking lot area along with other members of the public, and any other individuals utilizing the Airport for lawful purposes.

10. T-HANGARS. City shall operate and maintain the T-Hangars as shown on the attached Exhibit C, and collect all rents therefrom, and FBO shall have no responsibility whatsoever with respect to the management thereof, although FBO agrees to maintain a list of current tenants and shall refer prospective tenants to the proper personnel of the City. FBO has first option of rental when a T-Hangar becomes available at the then current rental rates charged by the City for such T-Hangar. Such option must be exercised in writing by the FBO within 30 days of notice of vacancy or shall be deemed to have been waived by FBO.

11. HOURS OF OPERATION. Hours of operation shall not be reduced below the following:

Summer Hours (Memorial Day through Labor Day)

Monday through Friday - 8:00 a.m. to 6:00 p.m.

Saturday and Sunday - 8:00 a.m. to 5:00 p.m.

Winter Hours

Sunday through Saturday - 8:00 a.m. to 5:00 p.m., except for in the event of inclement weather.

Availability of FBO services outside of the foregoing hours shall be on an on-call basis, as requested by airport patrons and at the discretion of the FBO.

12. MINIMUM STANDARDS. FBO shall provide all aeronautical services in accordance with the minimum standards set forth in Wausau Municipal Code sec. 22.34 ("Minimum Standards"), and in compliance with all federal, state and local laws, codes, regulations, rules, orders and policies.

13. FBO'S EMPLOYEES. FBO shall employ and have on duty, an adequate number of qualified and trained personnel as necessary to meet the required hours of operation, on-call hours, the Minimum Standards, and otherwise perform the services required under this Agreement at FBO's sole expense. In the event that the City desires, or is required by state or federal law, or any regulation or order of a federal or state agency to change any Minimum Standards, it shall first consult and meet with FBO.

14. USE OF PREMISES. FBO shall make use of the Premises only in furtherance of and pursuant to the provisions contained within this Agreement, and no other business of any kind shall be conducted at the Airport by FBO, its employees or agents, other than that which is conducted pursuant to this Agreement. No portion of the FBO building shall be used or occupied as sleeping or lodging

quarters, except on a temporary basis for FBO patrons and employees as is customary at FBOs as an amenity for aircrews.

15. SEAPLANE BASE. FBO may improve or further develop a seaplane base, upon the advance written approval of City, at its sole discretion, and at an expense to be negotiated with and agreed upon by the City, with said expenses to be split between the parties hereto as is mutually agreeable between them. Title to any improvements, personal property, or fixtures constructed or installed to develop a seaplane base shall be vested in and become the property of the City upon completion.

16. SIGNS. FBO agrees that no signs, lighting, or advertising matter, shall be erected without the written consent of City. All signs, lighting or advertising matter shall conform to the requirements of the Wausau Municipal Code. It shall be allowable to affix posters and other similar temporary notices announcing events and activities at the Airport to the walls and doors of the Terminal Building provided they are removed when the time for the event or activity has passed and they are arranged in a way that does not give the appearance of clutter or disarray.

17. INSURANCE. FBO shall maintain in effect at all times during the term of this Agreement, and at its sole expense, airport liability insurance coverage issued by a company licensed to do business in the State of Wisconsin and satisfactory to the City in an amount not less than two million dollars (\$2,000,000.00); provided that this limit shall be increased at FBO's expense, if additional amounts are required by any federal or state regulations. FBO shall furnish the City a Certificate of Insurance and upon request, certified copies of the required insurance policy or policies. The Certificate of Insurance and the policy shall include the following:

- A. Shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds.
- B. Shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancelation.
- C. Shall contain a waiver of subrogation in favor of the City.
- D. Shall be primary and non-contributory with regard to the City
- E. Have attached an endorsement to the policy indicating items A through D.

FBO shall also maintain Workers' Compensation Insurance as required by Wisconsin law.

18. HOLD HARMLESS.

- A. FBO shall defend, indemnify and hold harmless, release and forever discharge City, its employees, agents, representatives, officers and officials whether hired, appointed or elected, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses,

including reasonable attorneys' fees and other reasonable costs of defense, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the City, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the FBO, its employees, agents, or others whose services are engaged in by the FBO or anyone directly or indirectly employed by or controlled by the FBO, arising directly or indirectly in the course of the performance of this Agreement.

- B. City shall indemnify, defend, and hold harmless, release and forever discharge FBO, its employees and agents, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees and other reasonable costs of defense, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against FBO, its employees, agents, or representatives, as a result of any act or omission on the part of the City, its employees, agents, elected or appointed officials or others whose services are engaged in by the City or anyone directly or indirectly employed by or controlled by the City, arising directly or indirectly in the course of the performance of this Agreement including any liability arising as the result of and/or due to the presence or replacement of underground fuel or oil tanks at the Airport or on any premises owned by City and adjacent thereto, including claims by the State of Wisconsin, the Wisconsin Department of Natural Resources, or any other agency of the State of Wisconsin, and by any agency of the federal government.

19. RIGHTS IN COMMON WITH OTHERS. FBO shall have the right, in common with others so authorized, to use all common areas of Airport, including runways, taxiways, aprons, roadways, and parking lot.

20. OBLIGATIONS OF CITY.

- A. City shall provide snow plowing, grass cutting, and weed cutting in all areas outside the security fence of the Airport.
- B. City shall provide snow removal services in the areas inside the security fence as shown on Exhibit C and as further described in the Airport Management Agreement of even date _____, 2016.
- C. City shall provide bulbs for runway and taxiway lights to FBO at its sole expense; the City shall be responsible for maintaining the runway lights and taxiway lights, other than routine replacement of bulbs which shall be the responsibility of the Airport Manager
- D. City shall maintain the surface of the runways, hangar areas, taxi lanes, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

21. OUTSIDE STORAGE AND REMOVAL OF TRASH. FBO 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 Airport property. Any screens or other devices used to keep equipment, materials or supplies from public view shall be subject to prior consent by City.

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

The dumpsters servicing the property may be placed in the parking lot outside the security fence, behind Hangars 2 and 3.

22. COMPLIANCE WITH LAWS. FBO shall at all times comply with Airport rules and regulations, federal, state and municipal laws, ordinances, codes, and other regulatory measures or orders now in existence or as may be hereafter adopted, modified, and/or amended, applicable to the Airport or the specific type of operations conducted by FBO, or any other activity conducted by the FBO on the Airport property. FBO shall procure and maintain during the term of this Agreement all licenses, permits and other similar authorizations required for the conduct of its operations; and City shall not unreasonably and without notice enact any ordinances nor laws that would adversely affect FBO's operation under this Agreement unless required by federal or state law, regulation, or order.

23. SECURITY. FBO and all agents and employees acting on behalf of the FBO will follow the Airport Security Plan and ensure that all secure and locked areas of the Airport by the FBO are kept secure and locked at all times.

24. CITY'S RIGHT OF ENTRY. City, its authorized employees, representatives, or agents, shall have the right to enter upon Airport property other than Hangars 1 through 4 and the areas of the Terminal Building occupied by Wausau Flying Service, Inc. at any reasonable times to make any inspection it may deem expedient to the proper enforcement of any of the terms of this Agreement. As to Hangars 1 through 4 and those areas of the Terminal building occupied by Wausau Flying Service, Inc. the City shall provide Wausau Flying Service, Inc. 24 hours notice of any inspection, except in case of emergency.

25. LIENS. FBO agrees to promptly pay all sums legally due and payable on account of any labor performed on or material furnished for the benefit of FBO for the Premises or Airport property. FBO shall not permit any liens to be placed against the Premises or Airport property on account of any such labor performed or material furnished and in the event such a lien is placed against the Premises. FBO agrees to save and hold City harmless from any and all asserted claims and liens and to remove or cause to be removed any and all such claims or liens as soon as reasonably possible.

26. REPAIR OF PREMISES. FBO shall, at its expense, keep, maintain, and repair the Premises in its present condition subject to normal wear and tear. In the event FBO fails to comply with this paragraph, City shall give written notice to FBO specifying the nature of FBO's failure. In the event that

FBO fails within thirty (30) days' notice to cure such failure, CITY may terminate this Agreement upon thirty (30) days' notice to FBO, or in the alternative, to cure such failure in an efficient, effective and good and workmanlike manner, and to assess the costs thereof against FBO. FBO hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by City in curing such failure within thirty (30) days after City's demand therefor.

27. DEVELOPMENT. City reserves the right to further develop or improve the Airport property, including landing and public areas and ramp space as it sees fit, regardless of the desires or views of FBO, and without interference or hindrance. City shall compensate FBO for any loss of income which may occur as a result of such development.

28. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States government or the State of Wisconsin relative to the operation or maintenance of 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 Airport. Should the effect of any such agreement with the United States government or with the State of Wisconsin be to take the Premises or Terminal 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 may terminate this Agreement without further obligation to FBO, and FBO, in that event, shall vacate the premises after that thirty (30) day period without recourse to City.

29. INTERFERENCE WITH AIRPORT ACTIVITIES. To the extent that is within FBO's power and authority, FBO shall not make any use of, or conduct any activities on the Airport property which would interfere with or be a hazard to the flight of aircraft over the Airport, or to and from the Airport, or interfere with air navigation and communication facilities presently or in the future serving the Airport and specifically agrees not to permit the height of any structure, object of natural growth, or other obstruction within its control to exceed height limits established in Title 49, Part 77 of the Code of Federal Regulations. To the extent FBO is aware of or should be aware of any such use or conduct on the Airport property, FBO shall immediately provide written notice to the City. FBO shall not create any hazard which would interfere with the use or the safety of air traffic at the Airport contrary to any federal, state, or local law, regulation, or ordinance.

30. TERMINATION BY CITY.

A. City may terminate this Agreement by giving FBO sixty (60) days' advance written notice upon or after any one of the following events of default:

- 1 The filing by FBO of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against FBO and the adjudication of FBO as bankrupt pursuant to such proceedings.
3. The taking by a court of jurisdiction of FBO and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.

4. The appointment of a receiver of FBO's assets or any general assignment for the benefit of FBO's creditors.
5. The abandonment by FBO of the Premises except in connection with its surrender to an assignee, sublessee, mortgagee, or other party succeeding to FBO's interests or portion thereof hereunder which has been approved by the advance written consent of the City Common Council.
6. The default by FBO in the performance of any obligation required herein to be performed by FBO, and FBO's failure to correct such default within thirty (30) days after notice thereof from City;

In the event of termination for default by FBO, the City shall have the right at once and without further notice to the FBO to take possession of the Premises.

- B. City may terminate this Agreement upon sixty (60) days' written notice to FBO upon the happening of any of the following events:
1. The lawful assumption by the United States Government or any authorized agency thereof, or by the State of Wisconsin, or any authorized agency thereof, without inducement by City, of the operation, control or use of Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict FBO, for a period of at least sixty days, from operating from the premises leased to Manager under the FBO Agreement.
 2. The termination of that certain Airport Management Agreement entered into by and between the City and FBO, dated _____, 2016, by either party.

The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Failure of City to declare this Agreement terminated upon the default of FBO for any of the reasons set out above shall not operate to waive the right of City to terminate this Agreement by reason of any subsequent violation of the terms of this Agreement.

31. FORCE MAJEURE. In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

32. CASUALTY. If, during the term of this Agreement, the Premises or any of Hangars 1 to 4 are partially or totally destroyed or rendered unusable, or rendered partially or totally inaccessible, City may, at its option, repair, rebuild or restore said Premises or structures, provide FBO with suitable

alternative facilities, or terminate this Agreement. In the event the City elects to rebuild or restore the Premises or structures, rent payments under this Agreement shall be appropriately reduced to reflect such inaccessibility.

33. NONDISCRIMINATION. All use, occupancy, maintenance and operation of the Premises shall be in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21, - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended; and pursuant to Section 30, Civil Rights (49 U.S.C. 1730) of the Airport and Airway Development Act Amendments of 1976, as well as all other applicable federal, state and local laws.

34. NONEXCLUSIVE RIGHTS. City retains the privilege of entering into other agreements which may or may not be similar to this Agreement and which may or may not contain similar terms with other entities or individuals for use of Airport facilities; provided, however, that City agrees not to and shall not enter into any such agreement that abrogates FBO's right to quiet enjoyment or that limits or restricts the use of the Premises or Airport by FBO with the exception of a lease between the City and the United States of America for approximately 322 square feet for technical/equipment space located on the first floor of the Terminal Building. City shall include FBO in any negotiations for any Agreements that City may enter into with third parties that would affect the rights of FBO under this Agreement.

35. NONASSIGNMENT. FBO shall not assign its rights or obligations under this Agreement without the advance written consent of the City of Wausau. It is expressly understood and agreed that the shareholders of FBO shall not transfer fifty (50) percent or more (whether collectively or individually) of their ownership interests to any other person or persons without the express written consent of City. Such transfer of ownership without such written consent shall constitute a material breach of this Agreement and shall authorize City, at its option, to declare this Agreement void, terminate the same, and re-enter and take possession of the premises. The current shareholders and their ownership interests are as set forth in the Certificate of Ownership attested to by the Secretary of FBO and attached hereto as Exhibit D.

36. SEVERABILITY. If any portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

37. NOTICE. Any notice, demand, request, consent, approval or communication required or desired to be given by either party to the other or to a third party shall be in writing and either delivered personally or sent by certified United States mail, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:

TO CITY:

City Clerk
City of Wausau City Hall
407 Grant Street
Wausau, WI 54403

TO FBO:

Charles P. Turner
Wausau Flying Service, Inc.
Wausau Municipal Airport
Woods Place
Wausau, WI 54403

Either party may change its address by notice to the other in accordance with this paragraph. Notice shall be deemed communicated when delivered, if delivered personally, or within 48 hours from the date of mailing, if mailed pursuant to this paragraph.

38. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and each party understands that there are no other oral understandings or agreements other than those set out herein. This Agreement cannot be added to, altered, or amended in any way except by written agreement signed by both of the parties hereto.

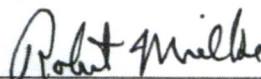
39. LAW. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.

40. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements in the foregoing Agreement to be kept and performed by the parties hereto shall be binding upon the respective parties and their approved successors and assigns.

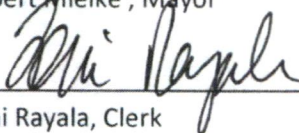
41. TERMINATION OF PRIOR AGREEMENT. Fixed based operator services are currently provided by FBO under a separate Airport Fixed Base Operation Agreement between the City and FBO dated March 20, 1998 and certain amendment(s) thereto for a term of twenty (20) years. Upon full execution of the instant Agreement between the parties and authorization by the Common Council, the prior Airport Fixed Base Operation Agreement and all amendment(s) shall automatically terminate and be of no further effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:



Robert Mielke, Mayor



Toni Rayala, Clerk

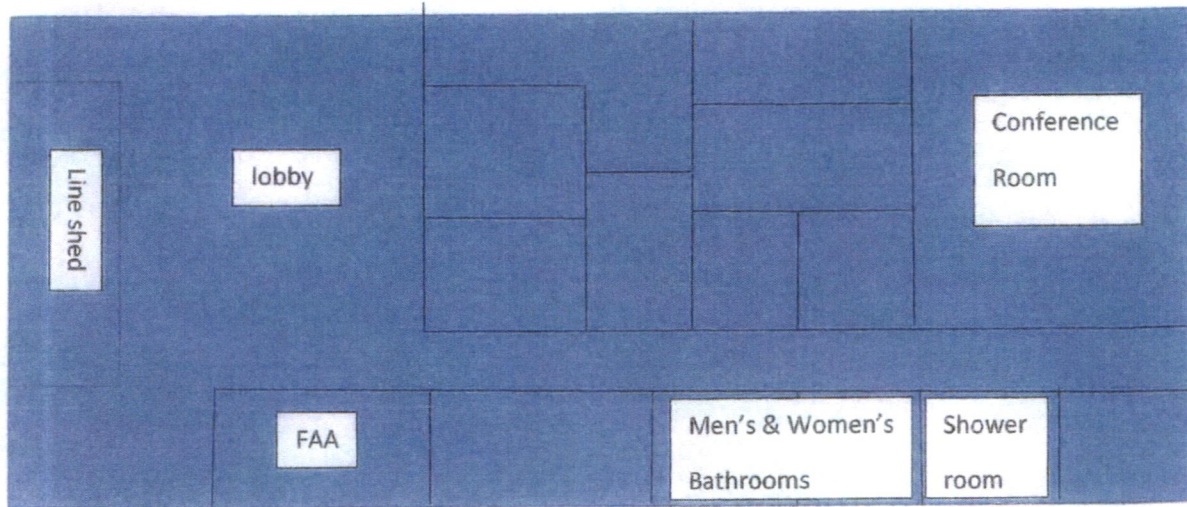
WAUSAU FLYING SERVICE, INC., BY:



President



Secretary



There are no official layout maps that exist for the FBO/Terminal building. The above depiction is a not-to-scale layout map that I created to define areas of the building the Wausau Flying Service, Inc. does not rent. On this map, the rooms that are labeled are the spaces that are NOT rented by WFS.

EXHIBIT A

EXHIBIT B

Wausau Airport Personal Property Inventory

Terminal Building

Misc Pictures
Towle Family Photo
2 Display cabinets
2 Couches
1 Love Seat
1 Coffee Table
2 End Tables
3 Chairs
3 Garbage Cans
1 Flag and Pole
7 File Cabinets
Unicom Radio
Set of Lockers
6 Desks
2 Lazy boys
1 TV and TV Stand
1 TV Cabinet
1 Credenza
Handheld Unicom
ASOS Computer w/ Monitor
3- Shelving Units
Refrigerator
2 Conference room tables
12 Conference room chairs
1 yellow 50 ft. extension cord
1 orange 50 ft. extension cord

Hangar 2

1- 20 foot ladder
1-15 foot ladder
Air Compressor

Hangar 3

Floor Scrubber
Floor Scrubber Charger
White Tug

5 Urea Spreaders
Engine Preheater
2 GPUs
3 Towbars
Bullet Heater
Portable Air Compressor
10 folding tables
100 folding chairs

SRE

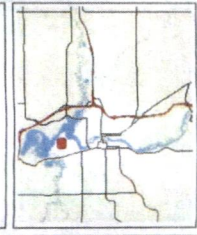
Power Washer
Misc. Vehicle Fluids
1 Hand Truck
Fuel Testing supplies
Fuel Truck
Yellow Ford Pickup
Oil waste container
Plow Truck
New Holland Tractor
International Tractor
Broom Implement
Blower Implement
Snowblower
Backhoe Implement
Plow Implement
Vericom Unit
Vericom Printer
Explosives Cabinet
8 Foot Ladder
Stihl Backpack Blower



Map Created: 7/22/2016
 59.64 0 59.64 Feet
 User: Defined Lambert Conformal Conic

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically, declines accuracy in this reproduction and specifically administers and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
- Parcels
 - Section Lines/Numbers
 - Stream - River
 - Pond - Lake
 - Wausau Wetland
 - Swamp - 2015 - 3m

Notes

EXHIBIT C

EXHIBIT D

Certificate of Ownership

I, Charles P. Turner, hereby certify that I am the duly, elected and qualified corporate secretary and keeper of the official records of Wausau Flying Service, Inc. and that the following is a true and correct listing of the current shareholders of such corporation:

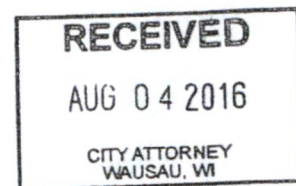
100% of shares of Wausau Flying Service, Inc. are duly owned by Charles P. Turner paid in full. Sale of said shares will be sold only in accordance with the bi laws outlined in corporate papers.

In witness whereof, I have subscribed my name as Corporate Secretary.



Name of Secretary

Aug 3, 2016
Date





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

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

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

Ongoing Sole Source – 365 days **One Time Sole Source Request**

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

The vendor for this request is Advanced Physical Therapy & Sports Medicine. The service provided is an onsite physical therapist, or athletic trainer Traci Tauferner, for 18 hours per week. The PT will be accessible to all staff at the police department and fire department. The services offered will include:

- Individual assessments on health, functional movement, and fitness
- Personalized performance enhancement programming
- Health and wellness education
- On-site injury evaluations and rehabilitation

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

The service provided will be an onsite physical therapy, primarily provided by Traci Tauferner, for 18 hours per week. Nine hours per week at the Wausau PD and nine hours per week at the Wausau Fire Department.

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

The Wausau Fire Department has been using Traci Tauferner for approximately ten years, and the Wausau Police Department has been using her for the last six years. Traci Tauferner has, by our measurement, delivered excellent care, facilitated specialized medical care, reduced the lost staff time due to injury, and most importantly earned the trust of the staff at both the Wausau Police Department and the Wausau Fire Department. The relationship and understanding between Traci Tauferner, and Advanced Physical Therapy staff members developed over the last ten years has brought significant value to our organizations and is the driving factor in this Sole Source Request. In addition, numerous local police and fire departments also contract with Advanced Physical Therapy

for this work with great recommendations. Traci Tauferner is the only locally known provider who specializes in physical therapy for first responders.

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

Prior to utilizing Traci Tauferner, the Wausau Police Department contracted with other providers and were not satisfied with the result. The result of our current use of Traci Tauferner has "Exceeded Expectations".

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

The Wausau Fire Department and the Wausau Police Department have utilized this service for several years and have found the service to save significant dollars in lost time and be reasonably priced for onsite medical/therapy care. Comparable services cost between 30 percent and 50 percent more than the proposed contract/agreement. This sole source would allow us to lock in this cost for the next five years.

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

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

Department: Police and Fire Departments

Preparer: Matthew L. Barnes

Vendor Name: Advanced Physical Therapy & Sports Medicine

Expected amount of purchase or contract: Wausau PD \$40,131.00 Wausau FD \$40,131.00 per year x five years

Department Head Signature: _____ Date: _____

Finance Director Signature: _____ Date: _____



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

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

1. Sole source purchase under \$10,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$10,001 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

Ongoing Sole Source – 365 days One Time Sole Source Request

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

Professional services from North Central Wisconsin Regional Planning Commission (NCWRPC) are being sought for help in updating the City's Comprehensive Plan. The specific services, which are outlined in the attached scope, include gathering public input, data analysis, mapping, and development of the plan itself.

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

The State of Wisconsin Department of Administration requires that Comprehensive Plan be updated no less than once every 10 years. Regional Planning has widespread experience with updating Comprehensive Plans for municipalities throughout its ten-county region. Regional Planning assisted with plan development of the City of Wausau Comprehensive Plan which was adopted by the City in 2017. The update process would occur throughout the next 18 months and be complete in 2027.

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

Regional Planning is considered an extension of staff for municipalities throughout their ten-county region. They provide long-range planning services at a rate that is substantially lower than typical private planning consulting firms. Staff is prepared to assist with stakeholder engagement and community outreach as they did previously with the 2017 plan. Utilizing this approach, the plan will be substantially lower cost and will adequately meet the needs of the City and the community.

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

There are a limited number of private planning firms in the area who provide comprehensive planning services. Private consultants who would potentially bid on comprehensive planning operate at a state-wide or national level and would cost substantially more. Additionally, these firms would likely still rely on Regional Planning and/or City staff for data collection. Therefore, staff has determined that Regional Planning would provide the best value for service.

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

A short survey by staff of comparable cities in Wisconsin who are also updating their Comprehensive Plans showed that the ones who are using private consultants are paying as much as \$300,000. The cost estimate from Regional Planning is essentially the same as it was 10 years ago for a similar scope of work.

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

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

Department: *Community Development*

Preparer: *Brad Lenz, City Planner*

Vendor Name: *North Central Wisconsin Regional Planning Commission*

Expected amount of purchase or contract: *\$48,000*

Department Head Signature:  **Date:** *1/6/2026*

Finance Director Signature: _____ **Date:** _____

CITY OF WAUSAU
COMPREHENSIVE PLAN UPDATE SCOPE
12/11/2025

I. Overview

This planning process has been developed by the NCWRPC for review and approval by the City of Wausau. The following outlines the tasks needed to update the existing 2017 Comprehensive Plan. The primary function of a comprehensive plan is to establish a framework to influence decision making, maintain a desired community character, and set priorities for public expenditures.

2. Process

The planning process will involve the updating of the comprehensive plan to meet the requirements of the comprehensive planning law and incorporate additional information based on the needs of the community. The plan will also examine the relationship between the City of Wausau and surrounding communities as well as the County. In addition to the standard comprehensive planning chapters, the downtown will continue to be a stand-alone chapter.

The plan process involves five primary tasks.

Task 1.0: Oversight

The planning process will require multiple meetings with the Plan Commission or a Task Force/Ad Hoc Committee. We anticipate 7-8 meetings over an eighteen-month period, meeting about every other month.

The primary role of the Plan Commission will be to monitor the progress of the plan, review information, and establish overall goals, objectives, and policies.

Task 2.0: Plan Input

Input is critical to the planning process. The Plan Input process will incorporate two basic efforts. The first is internal, which will involve various city staff, departments and committees. The other will be external, working with the general public, local governments, and other organizations.

As part of this planning effort, a Public Participation Plan will be prepared and adopted.

- Internal:

This process will be twofold in that there will be meetings with the plan commission and various department staff. The goal would be to obtain information for the plan.

- External:

We propose a variety of methods, including community surveys, personnel interviews, focus groups, and others. These various methods will allow us to incorporate ideas and thoughts from many people and groups from throughout the community.

1. General Public

Efforts will include at minimum Public Meetings, Online Survey, and Public Hearing.

This effort will also include some educational efforts and outreach, such as a series of articles in the City Newsletter. An online community survey will be developed and administered by the NCWRPC. When the final draft of the plan is ready a Public Hearing will be scheduled.

2. Focus Group Discussions

Subject area experts would be brought together for focused discussions on three topics, these are downtown development, transportation, and housing. Representatives of various stakeholder groups will be interviewed to gain their perspective on issues facing Wausau. Groups involved may include Wausau Events, Wausau River District, Wausau Region Chamber of Commerce, MCDEVCO, NTC, Wausau MPO, state agencies and other groups. NCWRPC will provide a list of specific organizations/persons for each of these discussions. City staff will help coordinate this effort.

3. Adjoining Governments and County

Another focus group will be a joint meeting with adjoining local governments and Marathon County. This meeting would be held to review various plan goals and discuss joint issues, such as intergovernmental cooperation and other regional issues.

4. Comprehensive Plan Website

A website will provide 24/7 access to information related to the plan. All information prepared as part of the planning process will be posted. A comment area will also be included to seek citizen input. NCWRPC will create and manage a website throughout the planning process. We would anticipate the city to also host information regarding the plan on the city's website.

Task 3.0: Plan Development

Plan development is divided into two phases - the Initial Draft Phase and the Revised Draft Phase. Both phases are detailed below:

- Initial Draft Phase

The existing Comprehensive Plan will be the starting point. The general layout of the document will be maintained, but all the Census and other information will be updated. Where the information continues to be accurate it will be retained. A variety of data will be requested from various departments as part of this phase. Maps will be updated as well as program information. There would also be some additional focus on economic development, sustainability, housing, and transportation.

We would also incorporate data, maps, goals or other information from other plans, such as: Central Business District Master Plan, North Downtown Area Master Plan, East Riverfront District, Westside Master Plan, and the Outdoor Recreation Plan. Once they were created these chapters would be provided to the appropriate departments for review, including examining the existing goals, objectives and policies.

When Initial Draft chapters are ready, they will be presented to the Plan Commission for review. One or two chapters will be presented at each meeting over the planning process. At these meetings all goals, objectives, and policies will be reviewed and modified as needed.

- Revised Draft Phase

Comments from the plan commission, staff, and others will be used to develop the Revised Draft. All chapters and maps will be brought together into one document for final review by the plan commission. During this phase we would incorporate the final input from Task 2.0. All final text and map revisions as well as formatting will be completed. We anticipate about a twelve-month timeframe to get to the "Revised Plan".

The Plan Commission will review the draft and pass a Resolution to Recommend the plan for adoption. At that point a Public Hearing would be scheduled, and finally adoption by Ordinance at the City Council. We anticipate a three-to-six-month timeframe for plan adoption.

Task 4.0: Mapping

Over the course of the planning process we will be creating, editing and modifying the maps. Two major mapping efforts will be completed as part of this process. The first is the creation of a new detailed 2025 Existing Land Use coverage, which we would complete using the new 2025

air photos. The second is a generalized Future Land Use coverage for both the city and the area surrounding the city, based on growth trends.

3. Staffing

The primary staff will be the City Planners and NCWRPC. Various city staff and departments will be involved as well.

City

Brad Lenz and Carrie Edmondson will be responsible for a variety of tasks related to the plan. They will lead Task 2.0. As part of this they will meet with internal staff and committees, the general public, local governments and other organizations to develop much of the plan input. They will also act as the conduit for data flow between departments to the NCWRPC.

NCWRPC

Staff will format and update the overall plan, including mapping (Tasks 3.0 and 4.0). A variety of information will be provided to NCWRPC including work items from Task 2.0.

Others

Various City Departments will be required to dedicate some time and resources to the effort providing data and document review.

4. Timeline & Budget

NCWRPC will start the Comprehensive Plan Update in the Spring of 2026 and submit a final draft by Fall of 2027.

The plan process will be made up of two components - Outreach/Engagement/Project Meetings and Plan Development.

Outreach/Engagement/Project Meetings costs	\$16,350
Plan Development costs	<u>\$31,650</u>
Total lump sum fee:	\$48,000



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

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

1. Sole source purchase under \$10,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$10,001 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

Ongoing Sole Source – 365 days One Time Sole Source Request

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

The Wausau Fire Department is requesting the purchase of four (4) FLIR K85 thermal imaging cameras and five (5) compatible charging docks through the Macqueen Group.

The four cameras will be assigned as follows:

- Engine 1 – 1 camera with charging dock
- Engine 3 – 1 camera with charging dock
- Ladder 2 – 1 camera with charging dock
- Truck 1 – 1 camera with charging dock

The fifth charging dock will be installed on the reserve engine (Engine 4) to ensure operational readiness when apparatus or cameras are rotated or placed in service as backup units.

Our current thermal imaging cameras are of mixed manufactures and ages. This purchase will allow us to standardize the thermal imaging cameras on all the frontline fire apparatus and provide a safer environment when operating on dangerous scenes.

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

Thermal imaging cameras are critical life-safety tools used for fire attack, search and rescue, overhaul, and hazard identification during emergency operations. They are also a vital tool on hazardous materials responses as they give indication of thermal chemical reactions. When inside a building that is on fire, visibility is dramatically reduced. Often the smoke gets so heavy that firefighters have a complete inability to see where we are or where the fire and/or victims are in the structure. Thermal imaging cameras allow us to see through the smoke by using heat signatures to quickly and safely locate/extinguish the fire or locate and remove victims on search and rescue operations. Our current thermal imaging cameras are of mixed manufactures and ages. Specifically, three of our frontline apparatus are using Bullard thermal imagers that are aging and no longer provide reliable service. On a recent structure fire on S 5th Avenue, Engine 1’s thermal imaging camera provided only several minutes of

battery life inside the structure, leaving the interior crew blind in the smoke. Firefighting is inherently dangerous and it is necessary to provide our team with updated equipment that functions as expected to aid them in these difficult environments. The purchase of these four cameras will allow us to standardize our thermal imaging cameras across the frontline fire apparatus while upgrading each unit with a reliable camera.

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

In 2024, the WFD members brought in multiple different thermal imaging cameras from some of the top brands available to a training burn we conducted on N 2nd St. The team was able to compare these brands head-to-head in a real world building fire environment. While all the cameras functioned as expected, the ergonomics and user-friendly design of the FLIR cameras stood out among the rest. It was agreed nearly unanimously by all involved that the FLIR cameras suited our use case the best. FLIR also offers an excellent warranty, covering the battery for 2 years, the camera body for 5 years, and the critical detector for 10 years.

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

On FLIR's website the K85 thermal imaging cameras are \$5,499.00 each and the truck chargers are \$569.00 each. I contacted a representative from the Macqueen Group and he was able to give us a discount; this equates to \$5,100.00 per camera and \$532.00 per charger (a total savings of \$1,781.00 from what FLIR would charge). We have used Macqueen for multiple other fire and rescue related items such as our cascade system for filling air bottles and SCBA parts/maintenance. Given our ongoing relationship with Macqueen, their excellent reputation with both our fire department and other local departments and their strong track record of supporting purchases, they are a trusted and reliable vendor for this acquisition.

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

I conducted a sole-source, itemized cost analysis directly through FLIR, the manufacturer of these thermal imaging cameras, and calculated the total pricing. Subsequently, I reached out to a representative of the Macqueen Group to determine if they could match or improve upon this pricing. Macqueen was able to offer a much more favorable price for the cameras and the charging mounts (see above).

In addition to the favorable pricing, Macqueen offers exceptional personal service. They have consistently demonstrated a strong working relationship with our fire department and have repeatedly been able to support our operational needs.

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

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

Department: City of Wausau Fire Department

Preparer: Lieutenant Matthew Brockman

Vendor Name: Macqueen Group

Expected amount of purchase or contract: \$23,060.00 (plus shipping charge)

Department Head Signature:

Date:

Finance Director Signature:

Date:



TO: Finance Committee members

FROM: Tammy Stratz, Community Development Manager

RE: Reprogramming of returned funds

DATE: January 6, 2026

During the 2024 Community Development Block Grant funding process, \$25,000 was allocated to assist with Granite House. The funds were disbursed and they reported as needed. However, since that time it was discovered that some issues have arisen and Granite House's board had deemed it necessary to close their doors. As a result, they wished to return the funds they received from the City – as well as other entities. This activity fell under the Public Service category. The funds were returned just prior to the Citizen's Advisory Committee's November 20th working session.

Even though these funds were part of a public service activity in 2024, the funds cannot be used towards a public service activity in 2025 because we are already at the maximum 15% of the allocated funds to be used towards public service activities. They could be utilized as a public service activity in 2026; however, we would need to go back to our previously recommended 2026 public service allocations and decrease those recommendations by the \$25,000 in order to stay under the 15% maximum allocation amount.

The Community Development Department was tasked by City Council to develop new affordable, single-family homes to be made available to income-qualified homebuyers. The City has partnered with Habitat for Humanity on several parcels as well as utilizing CDBG funds for the acquisition of modular homes to be placed on city lots. Habitat purchased the first one – of which the ribbon cutting was held on November 18th. Staff has also entered into an agreement with a modular home developer to have another home installed and finalized on a City-owned lot located on Bridge Street this spring. These items have depleted the current CDBG acquisition funding.

The Citizen Advisory Committee held a public hearing on Monday, January 5, 2026, to accept comments on the reprogramming. The Committee unanimously approved the recommendation to reprogram the \$25,000 returned funds from Granite House into the Acquisition/Housing Development program. This will allow the funds to assist with furthering the goal of additional modular/manufactured homes at other city lots.

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

Thank you.



2024 CDBG Program Allocation

Activity Code	Applicant/Agency	Funding Requests	CAC Guidance
A - 570.206	CD Administration	\$ 100,000	\$ 100,000
H - 570.202(b)	Homeowner Rehabilitation	\$ 75,000	\$ 70,000
H - 570.202(a)	Acquisition	\$ 150,000	\$ 145,000
SBS - 570.208(b)(s)	Blight Elimination	\$ 100,000	\$ 95,000
PF - 570.201 (c)	Engineering - Curb Cuts	\$ 100,000	\$ 100,000
PS - 570.201 (e)	Wausau Conservatory of Music • Pathways to Music	\$ 18,000	\$ -
PS - 570.201 (e)	Catholic Charities • Good Shepard Shelter	\$ 10,000	\$ -
PS - 570.201 (e)	Marathon Cty Literacy Council • Improving & Stabilizing Lives	\$ 25,000	\$ -
PS - 570.201 (e)	Marathon Cty Literacy Council • Improving Community Health	\$ 15,000	\$ -
PS - 570.201 (e)	1 st Presbyterian Church • Wausau Free Clinic	\$ 40,000	\$ 25,000
PS - 570.201 (e)	Children's Imaginarium • Access for All	\$ 25,000	\$ 25,000
PS - 570.201 (e)	Hmong American Center • Npauv Suav AKA Dream	\$ 30,000	\$ -
PS - 570.201 (e)	Childrens Wisconsin • Start Right	\$ 25,000	\$ -
PS - 570.201 (e)	Faith In Action • Support for Seniors	\$ 25,000	\$ 15,000
PS - 570.201 (e)	Granite House • Clubhouse	\$ 25,000	\$ 25,000
PS - 570.201 (e)	Judicare • Community Law Clinic	\$ 25,000	\$ -
TOTAL		\$ 788,000	\$ 600,000

Note: Public Service Funding Cannot Exceed 15% of Entitlement

Projected 2

Actual 2

Code Definitions	Activity	Requested	Recommended
A Administration / Planning	Administration	\$ 100,000	\$ 100,000
C Clearance	Public Service	\$ 263,000	\$ 90,000
ED Economic Development	Public Facility	\$ 100,000	\$ 100,000
H Housing	Housing	\$ 225,000	\$ 215,000
PF Public Facility	Slum & Blight	\$ 100,000	\$ 95,000
PS Public Service			
SB Slum & Blight			

Actual Allocation	Finance Approval
\$ 100,000	\$ 100,000
\$ 70,000	\$ 70,000
\$ 145,224	\$ 145,224
\$ 95,000	\$ 95,000
\$ 100,000	\$ 100,000
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ 25,000	\$ 25,000
\$ 25,000	\$ 25,000
\$ -	\$ -
\$ -	\$ -
\$ 15,000	\$ 15,000
\$ 25,000	\$ 25,000
\$ -	\$ -
\$ 600,224	\$ 600,224
2024 Entitlement	\$ 600,224
2024 Entitlement	\$ 600,224

Cap %	Cap Estimate
20%	\$ 120,000
15%	\$ 90,000
0%	\$ 600,000
0%	
0%	

Tax Increment Districts in Plain Language

Growth, investment, and what happens when a district ends

Attached is a short, plain-language explainer designed to support discussion and public understanding of how Tax Increment Districts (TIDs) work.

Why This Was Created

Over time, I've heard consistent questions and concerns from residents about TIDs, particularly around how tax revenue flows, how borrowing is used, and what happens when a district ends. While the City's required financial reporting is thorough and accurate, much of it is understandably technical and not always easy for the general public to digest.

This explainer is intended to **complement**, not replace, existing reporting by providing a clear, visual overview of the TID lifecycle in accessible language.

What This Packet Includes

- A visual, step-by-step explanation of how TIDs function over time
- Plain-language descriptions of tax base, growth, and reinvestment
- A brief explanation of borrowing and its intended impact on taxpayers
- Space for local examples and additional context, as appropriate

The materials are designed to be suitable for public sharing, ADA-conscious, and adaptable for future use, including potential web or dashboard integration.

How This Is Intended to Be Used

This packet is provided for **informational and discussion purposes only**. It is not a proposal to change TID policy, create new districts, or modify existing reporting requirements. My goal is to explore whether tools like this could help support clearer communication and more productive public conversations around a complex topic.

I welcome feedback from committee members and staff on clarity, usefulness, and feasibility.

Why This Explainer Exists

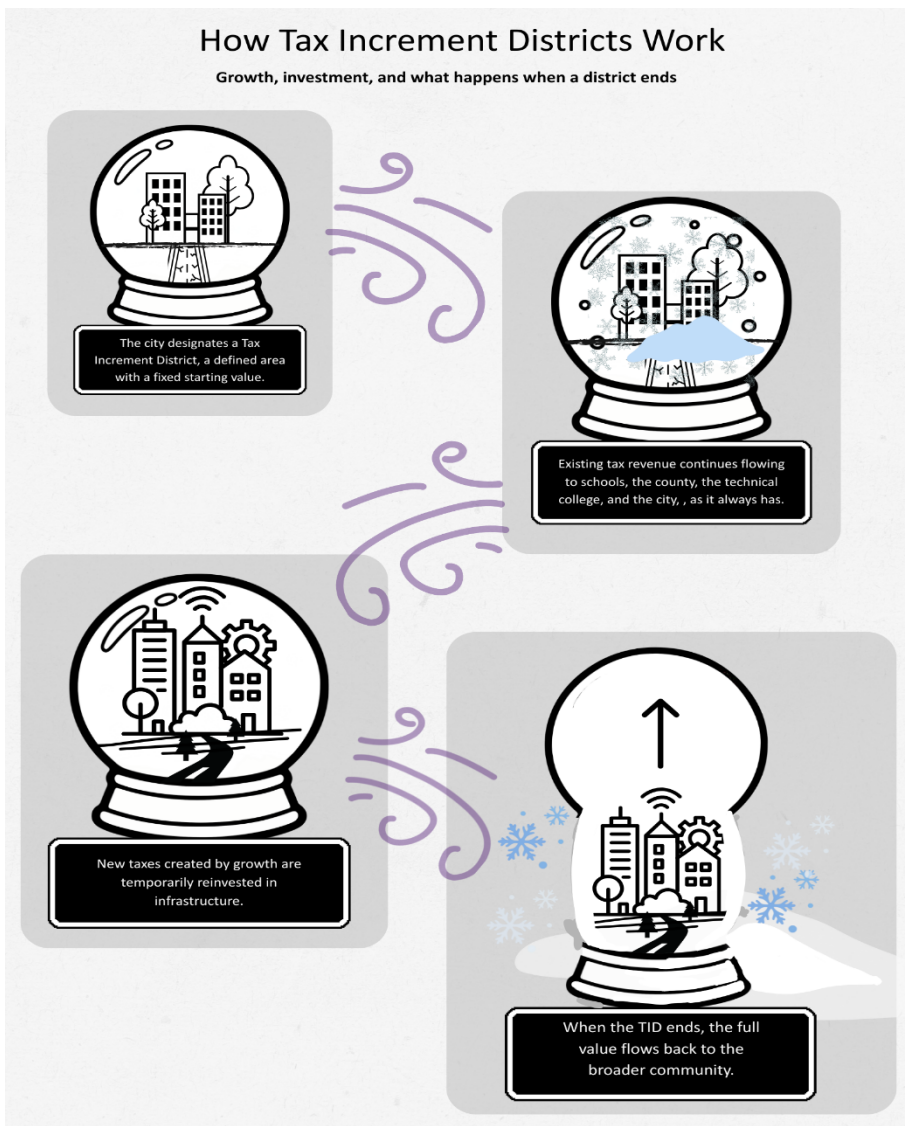
Tax Increment Districts (TIDs) are one of the most complex tools local governments use to support infrastructure and redevelopment. This explainer is designed to help residents understand how TIDs work, how borrowing is used, and what this means for the average taxpayer. It complements existing financial reporting by focusing on clarity and accessibility.

In Wausau, Tax Increment Districts have been used to support public infrastructure, rehabilitation, and redevelopment in areas where private investment alone may not have occurred. These districts help fund improvements such as streets, utilities, and site readiness that support long-term community growth.

As the City continues to use TIDs as one of several development tools, providing clear, accessible information about how they work can help residents better understand both the benefits and the tradeoffs involved.

How Tax Increment Districts Work

This section uses a visual snow globe metaphor to explain how a Tax Increment District functions over time. Each step builds on the previous one, showing how growth is supported and how value ultimately returns to the broader community.



Step 1: District Designation

The city designates a Tax Increment District, defining a specific geographic area and establishing a fixed starting property tax value.

Step 2: Frozen Base

The existing tax base continues flowing to schools, the county, the technical college, and the city, as it always has, while new growth occurs within the district.

Step 3: Reinvestment of Growth

New taxes created by growth within the district are temporarily reinvested in infrastructure such as streets, utilities, and public improvements.

Step 4: District Ends

When the TID ends, the full value of the district flows back to the broader community, strengthening the long-term tax base.

Borrowing and What It Means for Taxpayers

In some cases, the city borrows money to build infrastructure before development occurs. This borrowing is tied to the Tax Increment District and is intended to be repaid using new tax revenue generated within the district. The goal is that growth pays for the investment, rather than shifting costs to existing taxpayers.

In Wausau, decisions about borrowing related to Tax Increment Districts are evaluated carefully and are subject to state law, city policy, and review by the Finance Committee and Common Council. When borrowing is used, it is tied to specific infrastructure projects and is intended to be repaid using new tax revenue generated within the district.

These decisions are made using conservative assumptions and long-term planning to reduce risk and protect existing taxpayers.

Local Examples

- **TID 3** was created to support infrastructure improvements and redevelopment in the downtown and surrounding areas. Investments have focused on addressing aging infrastructure and improving site readiness to encourage private investment and long-term economic activity.

The intent of these investments is to support a stronger tax base over time while improving public infrastructure that benefits the broader community.

- **TID 8** was established as a rehabilitation district, with a focus on maintaining and improving existing infrastructure such as streets and utilities. These investments support neighborhood stability, improve safety and accessibility, and help manage long-term maintenance costs.

The goal of TID 8 is to preserve and strengthen existing areas of the city while supporting gradual reinvestment.

Frequently Asked Questions

Does TID borrowing raise my taxes?

Not directly. TID borrowing is structured to be repaid using new growth created within the district.

What if growth is slower than expected?

That risk is evaluated using conservative projections before a TID is approved.

What happens when a TID closes?

When a Tax Increment District ends, all property tax revenue generated within the district, including the growth, is returned to the general tax base and distributed normally.