



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, January 27, 2026 at 6:30 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Carol Lukens Lisa Rasmussen
Micheal Martens Sarah Watson
Terry Kilian Vicki Tierney
Tom Neal Lou Larson
Aaron Griner Chad Henke
Becky McElhaney

1 Call to order by the presiding officer.

2 Pledge of Allegiance, and Roll Call and Proclamations.

Black History Month Proclamation

Transit Equity Day Proclamation

Community Risk Reduction Week Proclamation

3 Consideration of the minutes of the preceding meeting, approval of the minutes if correct, and correction of mistakes if any.

January 13, 2026 Regular Common Council Minutes

4 Reading of the City of Wausau Public Comment Statement.

5 Comments and suggestions from preregistered citizens.

6 Consent agenda.

26-0110 Resolution from the Infrastructure & Facilities Committee Approving Easement with Wausau Hospitals Inc. for the Installation of Sidewalk at 333 Pine Ridge Boulevard.

20-0822 Resolution from the Finance Committee Approving Primary Towing Services Agreement with Joe Rader Towing LLC and Secondary Towing Services Agreement with Lightning Express Towing.

26-0115 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the South Side of Kickbusch Street from a Point 825 Feet to a Point 900 Feet East of the Center Line of S. 13th Street.

26-0111 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on Both Sides of West Eldred Street from N. 3rd Avenue to N. 4th Avenue.

26-0112 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on Both Sides of East Eldred Street from Cherry Street to N. 1st Avenue.

26-0113 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the South Side of Strowbridge Street from N. 2nd Avenue to N. 3rd Avenue.

26-0114 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the North Side of Greenfield Avenue from Fernwood Drive to Summit Drive.

24-0513 Resolution from the Finance Committee Approving Reprogramming of Returned \$25,000 of 2024 CDBG Allocation from Granite House Public Service Activity to Acquisition Activity.

89-0919 Resolution from the Public Health & Safety Reducing the Number of Members of the Citizens Advisory Committee.

92-0922 Resolution from the Finance Committee 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.

26-0116 Resolution from the Infrastructure & Facilities Committee Approving Encroachment Easement with 201 Forest St, LLC for Ramp at 201 Forest Street.

7 Ordinances and resolutions.

8 Suspend Rule 12(A) Referral of resolutions.

11-0505 Resolution from the Common Council Designating May 03, 2026, as World Migratory Bird Day.

- 9 Announcement from Mayor and Alderpersons.
- 10 Comments and suggestions from citizens present during Public Comment occurring both before and after the business meeting.
- 11 Adjournment.

Mayor Doug Diny, Chair

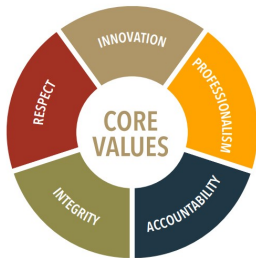
NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND
TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER

DATE: 1/21/2026
TIME: 3:00 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





Proclamation

WHEREAS, during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS, the commemoration of Black History Month draws our attention to the ongoing need to unite and develop a society that lives up to the principles of our constitutional republic; and

WHEREAS, the City of Wausau continues to work towards establishing an inclusive and merit-based community in which all people are respected and rewarded for their contributions to our city, state, and country; and

WHEREAS, the City of Wausau is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim February 2026 as

Black History Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens so that they may celebrate our community's diverse heritage and continue our efforts to create a world that is peaceful, and prosperous for all.

Doug Diny
Mayor, City of Wausau
January 27, 2026

Proclamation

WHEREAS, Transit Equity Day is a National Day of Action to commemorate the February 4 birthday of Rosa Parks, an iconic figure in the movements for social justice and racial equality, who played a major role in the inception of the Civil Rights movement; and

WHEREAS, Transit Equity Day highlights Rosa Parks' 1955 pivotal work and her brave and determined advocacy for safe and reliable public transportation for all people and communities both then and today; and

WHEREAS, Transit Equity Day of action is recognized to elevate the message that public transit is a strategy to combat climate change, and that public transit promotes affordable, accessible, clean and safe transportation alternatives for all community members; and

WHEREAS, The City of Wausau values equity and sustainability, and desires to provide equal access to safe, efficient, and accessible public transit, that is sustainable and environmentally friendly; now

THEREFORE, be it resolved that by the City of Wausau Transit Committee, we do hereby proclaim February 4, 2026, will be observed as

Transit Equity Day

in the City of Wausau, State of Wisconsin, and it shall be recognized by reserving a seat on every Metro Ride bus to honor and celebrate the invaluable work of Rosa Parks.

Becky McElhaney
Transit Commission Chair
City of Wausau
January 27, 2026



Proclamation

- WHEREAS,** every 23 seconds, a fire department in the United States responds to a fire somewhere in the nation, and
- WHEREAS,** fires nationally were responsible for 2,920 civilian deaths, and 75% of these fatalities in 2024 occurred in the home; and
- WHEREAS,** fires nationally were responsible for 8,920 civilian injuries, and 75% of these injuries in 2024 were also related to fires in the home, and the fire service responds to a growing number of medical calls for service; and
- WHEREAS,** Community Risk Reduction is a data-informed process to identify and prioritize local risks, followed by integrated and strategic investment of resources to reduce their occurrence and impact; and
- WHEREAS,** the goal of Community Risk Reduction is to reduce the occurrence and impact of emergency events through deliberate action in the areas of the five Es of Education, Engineering, Enforcement, Emergency Response, and Economic Incentive; and
- WHEREAS,** Monday, January 19, 2026, is Martin Luther King Day and is nationally recognized as a National Day of Service and an opportunity for communities to reduce the risk in their community through a series of educational and outreach programs; and

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim, that the week of January 19, 2026 – January 25, 2026, be designated as CRR Week, to honor fire service professionals across the nation to raise awareness of the importance of CRR in the fire service community.

Community Risk Reduction Week

in the City of Wausau, State of Wisconsin, and it shall be recognized by honoring those who work to keep our community safe.

Doug Diny
Mayor of Wausau
City of Wausau
January 19, 2026



OFFICIAL MINUTE PROCEEDINGS REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, January 13, 2026 at 6:30 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Carol Lukens Lisa Rasmussen
Micheal Martens Sarah Watson
Terry Kilian Vicki Tierney
Tom Neal Lou Larson
Aaron Griner Chad Henke
Becky McElhaney

1 Call to order by the presiding officer.

Mayor Doug Diny presided.
The meeting was called to order at 06:31 PM.

Roll Call indicated 11 members present.
Members Present - Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Aaron Griner, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke
Members Absent -
Members Excused -
Present 11, Absent 0, Excused 0

2 Pledge of Allegiance, and Roll Call and Proclamations.

3 Presentations.

Presentation by GEI Consultants regarding a regulatory case update for the former Wausau Incubator Site BRRTS#: 02-37-587081 (1300 Cleveland Ave).

Unnamed consultants from GEI Consultants, presented an environmental regulatory case update for 1300 Cleveland Avenue.

Discussion was held. No action was taken.

Presentation by North Central Wisconsin Regional Planning Commission (NCWRPC) on the City of Wausau Housing for Older Adults Report 2025.

Sam Wessel, AICP, Senior Planner and Assistant Director at the North Central Wisconsin Regional Planning Commission (NCWRPC), presented on the City of Wausau Housing for Older Adults Report 2025.

Discussion was held. No action was taken.

4 Consideration of the minutes of the preceding meeting, approval of the minutes if correct, and correction of mistakes if any.

Motion by Alderperson Neal, seconded by Alderperson Kilian, to approve all items outlined below.

Yes 11, No 0, Abstained 0

MOTION PASSED.

December 12, 2025 Regular Common Council Minutes.

5 Reading of the City of Wausau Public Comment Statement.

Mayor Diny read the Public Comment Statement.

6 Comments and suggestions from preregistered citizens.

1. Kurt Hase, 611 West Street - spoke on item agenda item 26-0102.

7 Consent agenda.

Without objection, item 25-1110 was pulled from the Consent Agenda by the Chair.

Motion by Alderperson Watson, seconded by Alderperson Neal, to approve all items outlined below.

Yes 11, No 0, Abstained 0

MOTION PASSED.

26-0107 Resolution from the Infrastructure & Facilities Committee Approving a Petition to the State of Wisconsin, Office of the Commissioner of Railroads ("OCR"), to Establish a Public Bicycle/Pedestrian Crossing, Across the Railroad Tracks at the South end of Gilbert Park.

26-0108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

26-0105 Joint Resolution from the Finance Committee and the Wausau Water Works Commission Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program for the BIL SFY26 LSL Program in Year 2026.

24-1111 Final Resolution from the Infrastructure & Facilities Committee to Levy Special Assessments for the 2025 Alley Paving Project.

26-0103 Resolution from the Infrastructure & Facilities Committee Approving Agreement for the Management and Maintenance of a Stormwater Facility (Marathon County Historical Society - 1009 North 3rd Street).

25-1206 Resolution from Economic Development Committee Approving the Memorandum of Understanding Regarding City of Wausau's Construction Loan Agreement with Sunbelt Refugees LLC and Limited Waiver of Right of First Refusal (130 N 1st Street).

99-1104 Resolution from the Finance Committee Modifying the Procurement Policy.

8 Ordinances and resolutions.

25-1110 Resolution from the Infrastructure & Facilities Committee Approving 2026 Construction Projects and Authorization to Let Bids.

Motion by Alderperson Henke, seconded by Alderperson Watson, to approve.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke

No - Alderperson Kilian

Abstained - None

Yes 10, No 1, Abstained 0

MOTION PASSED.

26-0104 Ordinance from Infrastructure & Facilities Committee Amending Section 10.20.080(c) No Parking and Restricted Parking Areas Designated by Excluding Angled Parking on McIndoe Street between 3rd and 4th Streets, Franklin Street Beginning at the Intersection with 4th Street and Extending East 150 Feet, the West Side of 4th Street between Grant Street and Franklin Street and the East Side of 4th Street Beginning at the Intersection with Franklin Street and Extending North 130 Feet.

Neal stated this may defeat the purpose of supporting the YMCA's parking needs as this change would allow anyone to park in these additional spots, regardless of if they are a member of the YMCA or not. It was further stated that this parking is for all residents, not just the members of the YMCA, and suggested a parking pass instead. Neal stated his opposition.

Larson stated support as the YMCA had partly funded the construction of the additional spots and if the parking is restricted to two-hour parking only, it exploits members of the YMCA when programming lasts longer than the two-hour period.

Rasmussen stated the problem that exists with parking by the YMCA was created by the city as the Common Council chose not to allow for additional parking lots to be created, instead opting for creating more street parking. It was further stated the additional parking was meant to help the YMCA expand programming within the community. Rasmussen stated support to try the ordinance change to accommodate the needs of the community.

Kilian stated a need for consistency within the parking policy of the downtown area, and that it could create issues for other people with parking needs.

Tierney stated that while the YMCA had partly funded the construction of the additional spots, the parking spots are maintained and regulated by the city on an ongoing basis. It was further stated there was a need for consistency within the parking policy and stated opposition.

Motion by Alderperson Watson, seconded by Alderperson Larson, to approve.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Griner, Alderperson Rasmussen, Alderperson Watson, Alderperson Larson, Alderperson Henke
No - Alderperson Kilian, Alderperson Neal, Alderperson McElhaney, Alderperson Tierney
Abstained - None
Yes 7, No 4, Abstained 0
MOTION PASSED.

9 Suspend Rule 11(A) Referral of ordinances,12(A) Referral of resolutions, 1(D) Transmission of Committee business to the Council, and 6 (B) Filing.

Motion by Alderperson Neal, seconded by Alderperson Martens, to suspend Rule 11(A) Referral of ordinances,12(A) Referral of resolutions, 1(D) Transmission of Committee business to the Council, and 6 (B) Filing.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Griner, Alderperson McElhaney , Alderperson Rasmussen, Alderperson Tierney, Alderperson Henke
No - Alderperson Watson, Alderperson Larson
Abstained - None
Yes 9, No 2, Abstained 0
MOTION PASSED.

26-0102 Confirming Appointments of the Mayor of the City of Wausau to the Ethics Board.

Neal stated opposition due to a troublesome history that the appointee may have with the city as a former employee, prompting questions of neutrality on matters before the Ethics Board.

Kilian stated the appointee is an attorney with a tremendous amount of experience with the city and municipal law. It was stated that the employment situation of the appointee is not the issue but whether the appointee is a qualified candidate for the Ethics Board.

Larson stated it would be a conflict of interest for the appointee to serve on the Ethics Board as a former employee.

Griner stated the appointee's confirmation would mean that over half of the Ethics Board would be made up of attorneys and questioned if that was a diverse group of citizens.

Tierney stated the Common Council had previously suggested that the Ethics Board be made up of prominent community members like clergy members and attorneys, which this fulfills. It was further stated that the appointee's prior employment experience does not mean the appointee would not serve as an important member of the Ethics Board with the experience held.

Lukens stated constituents had voiced concerns with recent employees serving on the Ethics Board.

Neal stated constituents had also voiced concerns about confirming the appointee.

Motion by Alderperson Tierney, seconded by Alderperson Kilian, to approve.
Yes - Alderperson Martens, Alderperson Kilian, Alderperson Griner, Alderperson McElhaney, Alderperson Tierney, Alderperson Henke
No - Alderperson Lukens, Alderperson Neal, Alderperson Rasmussen, Alderperson Watson, Alderperson Larson
Abstained - None
Yes 6, No 5, Abstained 0
MOTION PASSED.

26-0106 Ordinance from the Common Council Amending Sections 2.03.020 Definitions, 2.03.030 Standards of conduct, 2.03.040 Organization, Composition and Authority of the Board and 2.03.060 Violations and Complaints.

Rasmussen stated concerns with the Ethics Board being empowered to enact investigations of alleged violations on its own instead of a verified complaint from a resident. It was further stated that this could be an expensive consequence and, because of that, Rasmussen stated support for the amendment.

Larson stated support of the amendment as there are not pressing issues prompting the need for these ordinance changes. It was stated this could be used as a tool for retribution.

Motion by Alderperson Neal, seconded by Alderperson Rasmussen, to amend Ordinance 26-0106 to remove the words "upon its own motion or" in Section 3. (b).
Yes 11, No 0, Abstained 0
MOTION PASSED.

McElhaney stated concerns with the Ethics Board determining the definition of reputational damage as that is not a quantitative standard outlined. McElhaney stated opposition as the changes proposed opened many unnecessary doors.

Kilian stated many of the changes proposed are questionable and further stated opposition.

Lukens stated the changes proposed lead to the question of what is or is not ethical as too subjective and further stated opposition.

Larson stated concerns with a more subjective ethics code preventing many people running for public office.

Rasmussen stated that modifying rules to fit a situation, which prompted this proposed change, was not good policy making. It was further stated the change was too subjective and hard to quantify prompting opposition.

Motion by Alderperson Henke, seconded by Alderperson Griner, to approve as amended.
Yes 0, No 11, Abstained 0
MOTION FAILED.

25-0427 Resolution from the Common Council Approving Second Amended and Restated Declaration of Easement – 700 Grand Avenue.

Motion by Alderperson Watson, seconded by Alderperson Henke, to approve.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke
No - Alderperson Kilian
Abstained - None
Yes 10, No 1, Abstained 0
MOTION PASSED.

05-1209 Resolution from the Finance Committee Terminating Tax Increment District Number 7.

Neal stated opposition to keep the Tax Increment District open to help fund low-income housing development to help the city meet housing needs.

The Chair ruled Neal's comments out of order as the comments pertained to the extension of TID 7 when termination of TID 7 was the matter before the body only.

Rasmussen stated support as this was the proper time to terminate the TID and that was a formality as the Common Council had already decided not to extend TID 7.

Larson stated support to fund the general fund to meet city service needs and that significant progress has been made in affordable housing.

Motion by Alderperson Rasmussen, seconded by Alderperson Griner, to approve.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Tierney, Alderperson Larson

No - Alderperson Neal, Alderperson Watson, Alderperson Henke

Abstained - None

Yes 8, No 3, Abstained 0

MOTION PASSED.

26-0109 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.

Rasmussen questioned if it would be appropriate to reduce the amount of the ask of the referendum by less, with the funding from the closure of the TID going into the general revenue fund.

Tierney stated the closure of the TID would be better to assist with future budget shortfalls instead of reducing the ask in the referendum.

Neal stated opposition of the ask for an ongoing basis on an increase in the levy. It was further stated this was putting a burden in the taxpayers' lap without addressing other solutions to address the funding shortfalls in ongoing years.

Martens stated the reality of the budget was there were cuts in the 2026 budget and likely cuts in future budget needs necessitating the ask in the referendum to fund the full cost of the amount needed to fund the firefighter services provided. It was stated the difference between asking for the full amount versus the reduced amount covered by the closure of the TID was small.

McElhaney stated the closure of the TID would be better to assist with future budget shortfalls as the current year's budget had proposed significant cuts to services already. It was further stated asking for the full amount was more transparent when proposals for future service funding cuts are likely.

Motion by Alderperson Neal to amend Resolution 26-0109 to substitute the word "ongoing" in the resolution with "for a period of one year". Motion died due to lack of a second.

Rasmussen stated the quality of service in public safety to the community should not be compromised. It was further stated that the idea of perpetuity is a tough sell to taxpayers and questioned if a time limit should be introduced.

Watson stated the capacity of the community has grown, prompting the need for more firefighters, as those positions had not increased since the 1970s while the city population has grown.

Tierney stated there was a need to be transparent with the community about how much it would

cost to continue the operation of the fire department at its current capacity and have residents make that decision based on the real numbers presented.

Henke stated it would be difficult to hire future firefighters if the ask in the referendum was not on an ongoing basis.

**Motion by Alderperson Henke, seconded by Alderperson Watson, to Call the Question.
Yes 11, No 0, Abstained 0
MOTION PASSED.**

Martens stated the future fiscal outlook may not support a time limit on an ask in the referendum as the position will be ongoing. It was further stated that the referendum is asking to raise the levy limit ceiling and not the levy amount itself, in that a levy amount under the ceiling could always be an option if future budgets are more positive.

Kilian stated many constituents have stated the cost of property taxes is cost-prohibitive and stated opposition to asking more of the taxpayers.

Griner stated a referendum is the most democratic way of resolving the matter as the question of rising the levy is brought to the residents.

Without objection, a scrivener's error was noted within the resolution and the error will be corrected as part of the approval. The error was in the date of the 2026 Spring Election.

**Motion by Alderperson Watson, seconded by Alderperson Henke, to approve.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke
No - Alderperson Kilian, Alderperson Neal
Abstained - None
Yes 9, No 2, Abstained 0
MOTION PASSED.**

10 Announcement from Mayor and Alderpersons.

The Mayor stated City Hall will be closed Monday in observance of Martin Luther King Jr. Day for employee in-service and training.

11 Comments and suggestions from citizens present during Public Comment occurring both before and after the business meeting.

1. Tom Kilian, 133 East Thomas Street - spoke on to the GEI presentation.

12 Adjournment.

**Motion by Alderperson Henke, seconded by Alderperson Griner, to adjourn. Motion carried.
Meeting adjourned at 09:08 PM.**

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](https://www.youtube.com/@CityofWausauMeetings)



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



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Infrastructure & Facilities Committee Approving Easement with Wausau Hospitals Inc. for the Installation of Sidewalk at 333 Pine Ridge Boulevard.

Committee Action: Approved 5-0

File Number: 26-0110

Date Introduced: January 27, 2026

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral:	YES ☒	NO ☐		
	Included in Budget:	YES ☐	NO ☐	Budget Source:	
	One-time Costs:	YES ☐	NO ☐	Amount:	
	Recurring Costs:	YES ☐	NO ☐	Amount:	
SOURCE	Fee Financed:	YES ☐	NO ☐	Amount:	
	Grant Financed:	YES ☐	NO ☐	Amount:	
	Debt Finance:	YES ☐	NO ☐	Amount:	Annual Retirement:
	TID Financed:	YES ☐	NO ☐	Amount:	
	TID Source:	Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐			

RESOLUTION

WHEREAS, on September 9, 2025, the Common Council of the City of Wausau approved entering into a development agreement with Aspirus Wausau Hospital Inc. for campus improvements on their property located at 333 Pine Ridge Boulevard; and

WHEREAS, Section 1B of said development agreement states the Developer is to "...provide the City with an access easement...affording pedestrian traffic for the general public along the Property and/or other adjacent lands owned by Developer..." ; and

WHEREAS, your Infrastructure and Facilities Committee, at its December 11, 2025 meeting, discussed and recommended approval of the easement for the installation of sidewalk at 333 Pine Ridge Boulevard.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached easement with Wausau Hospital Inc. and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Doug Diny, Mayor

EASEMENT AGREEMENT

Document Number

Document Title

THIS AGREEMENT made this ____ day of _____, 2025, by and between Wausau Hospitals Inc., GRANTOR, and the City of Wausau, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, CITY;

WITNESSETH:

WHEREAS, GRANTOR wishes to construct a pedestrian walkway for public use across land owned by GRANTOR; and

WHEREAS, CITY desires to secure a perpetual easement for public pedestrian access across a pedestrian walkway on GRANTOR's property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANTOR hereby grants to CITY a perpetual, non-exclusive public access easement across property owned by GRANTOR as hereinafter described, which easement shall be for the purpose of establishing a pedestrian walkway which shall remain open to the public for pedestrian use at all times. The CITY shall have the right to enter the easement area for inspection and enforcement of this agreement. Such access shall specifically include but not be limited to individuals on foot, bicycles, roller blades, skateboards, electric scooters and electric personal assistance mobility devices.
2. GRANTOR is the fee title holder of certain real property containing the easement area which is described and shown on Exhibit "A" and incorporated herein by reference.
3. GRANTOR will construct, repair and/or replace and maintain all or any portion of the pedestrian walkway and related improvements in good repair, safe condition, and in compliance with ADA standards at its sole cost and expense. GRANTOR shall remove snow and ice in accordance with State law and municipal ordinances.
4. With the exception of negligent actions or omissions by CITY, its employees, agents, and officers, GRANTOR agrees to release, indemnify and hold harmless GRANTOR, its affiliates and their respective employees, agents, and officers, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to GRANTOR's and/or anyone else's operations, actions or omissions on the easement area; specifically included within this release, indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced indemnified entities and/or individuals.
5. GRANTOR shall be responsible for and shall undertake at its sole cost and expense, all upkeep and maintenance of the easement area and the improvements therein. If GRANTOR fails to adequately maintain the easement area and the improvements therein, CITY may provide GRANTOR with a written notice setting forth the needed upkeep or maintenance. If GRANTOR does not commence such upkeep or maintenance within thirty (30) days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not due to a cause beyond GRANTOR's control, then CITY shall have the right, but not the obligation, to perform any such action,

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 37.291.2907.273.0996

and the cost thereof shall be paid by GRANTOR to CITY immediately upon demand.

6. GRANTOR agrees that the easement area will be covered under the GRANTOR's general liability insurance policy.
7. This agreement shall run with the land, encumbering the property encompassed by the easement area in perpetuity and shall be binding on and shall inure to the benefit of the parties hereto and to their respective successors and assigns.
8. This agreement shall be recorded with the Marathon County Register of Deeds to provide notice of the public easement.
9. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

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

CITY OF WAUSAU BY:

WAUSAU HOSPITALS INC. BY:

Doug Diny, Mayor

Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2025, the above named _____, of Wausau Hospitals Inc. to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

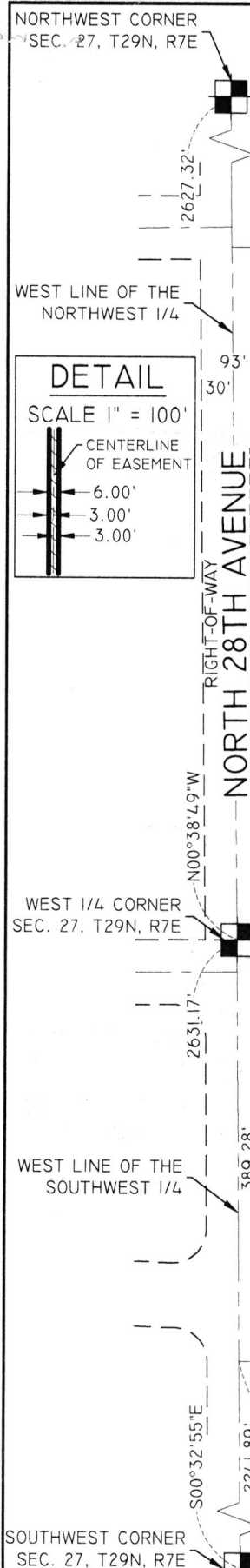
Notary Public, Wisconsin
My commission: _____

This document was prepared by
Anne L. Jacobson, City Attorney
City of Wausau
407 Grant Street
Wausau, WI 54403

EXHIBIT MAP

DRAFT

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE
NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH,
RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



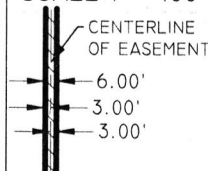
WESTHILL DRIVE
RIGHT-OF-WAY

DEED DOC. #696236
UNPLATTED LANDS
OWNED BY WAUSAU
HOSPITALS INC.

PINE RIDGE BOULEVARD

DETAIL

SCALE 1" = 100'



EASEMENT AREA

6,441 SQUARE FEET
0.148 ACRES

EASEMENT DESCRIPTION

A 6-FOOT WIDE EASEMENT BEING 3 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE; LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE SOUTH 00°32'55" EAST, COINCIDENT WITH THE WEST LINE OF SAID SECTION 1/4 OF SAID SECTION 27, 389.28 FEET; THENCE NORTH 89°27'05" EAST, 66.00 FEET TO A POINT BEING 3.00 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OR NORTH 28TH AVENUE AND THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 00°32'55" WEST, COINCIDENT WITH A LINE BEING 3.00 FEET EASTERLY OF AND PARALLEL TO SAID EAST RIGHT-OF-WAY LINE OF NORTH 28TH AVENUE, 89.37 FEET; THENCE SOUTH 80°26'29" EAST, 14.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST; THENCE 147.88 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 85.20 FEET, A CENTRAL ANGLE OF 99°26'51", AND A CHORD THAT BEARS NORTH 49°50'06" EAST FOR A DISTANCE OF 130.00 FEET; THENCE NORTH 00°06'41" EAST, 12.63 FEET; THENCE NORTH 05°59'54" WEST, 228.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 88.64 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 568.31 FEET, A CENTRAL ANGLE OF 8°56'10", AND A CHORD THAT BEARS NORTH 01°31'49" WEST FOR A DISTANCE OF 88.55 FEET; THENCE NORTH 02°56'16" EAST, 23.87 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 9.37 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 20.00 FEET, A CENTRAL ANGLE OF 26°50'57", AND A CHORD THAT BEARS NORTH 10°29'12" WEST FOR A DISTANCE OF 9.29 FEET; THENCE NORTH 23°54'41" WEST, 22.56 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 26.17 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 38.00 FEET, A CENTRAL ANGLE OF 39°27'53", AND A CHORD THAT BEARS NORTH 04°10'44" WEST FOR A DISTANCE OF 25.66 FEET; THENCE NORTH 15°33'24" EAST, 339.54 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE 15.46 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 13.00 FEET, A CENTRAL ANGLE OF 68°08'31", AND A CHORD THAT BEARS NORTH 49°37'43" EAST FOR A DISTANCE OF 14.57 FEET; THENCE NORTH 83°41'59" EAST, 55.45 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST HILL DRIVE AND THE POINT OF TERMINATION OF SAID CENTERLINE.

THE INTENT OF SAID EASEMENT IS TO HAVE THE SIDE LINES, ON BOTH SIDES OF SAID CENTERLINE, SHORTENED OR ELONGATED TO SAID SOUTH RIGHT-OF-WAY LINE OF WEST HILL DRIVE.

SAID EASEMENT CONTAINS 6,441 SQUARE FEET, OR 0.148 ACRES, MORE OR LESS.

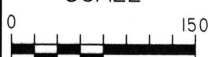
SAID EASEMENT IS SUBJECT TO OTHER EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

CURVE TABLE

CURVE	ARC LENGTH	RADIUS LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	147.88'	85.20'	99°26'51"	N49°50'06"E	130.00'
C2	88.64'	568.31'	8°56'10"	N1°31'49"W	88.55'
C3	9.37'	20.00'	26°50'57"	N10°29'12"W	9.29'
C4	26.17'	38.00'	39°27'53"	N4°10'44"W	25.66'
C5	15.46'	13.00'	68°08'31"	N49°37'43"E	14.57'

REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784
EMAIL: MAIL@REIENGINEERING.COM

SCALE



DATE: 8-6-2025

DRAWN BY: JLR

SURVEY DATE: NA

EASEMENT EXHIBIT
ASPIRUS WAUSAU HOSPITAL
333 PINE RIDGE BLVD.
WAUSAU, WISCONSIN 54401

REI No. 4511K

SHEET 1 OF 1

DRAWING FILE: P:\4500-4599\4511K Aspirus NW Parking Add\DRAWING\Survey\4511K Sidewalk Easement West.DWG LAYOUT: EASEMENT SHEET 1
PLOTTED: Aug 06, 2025 - 4:52PM PLOTTED BY: JADEF



Engineering

DATE: December 11, 2025
TO: Infrastructure & Facilities Committee
SUBJECT: Easement with Wausau Hospitals Inc. for sidewalk at 333 Pine Ridge Boulevard.

PURPOSE

The easement will allow for pedestrian access along the route of the vacated Pine Ridge Boulevard.

BACKGROUND

The segment of Pine Ridge Boulevard between 28th Avenue and Westwood Drive was vacated to allow for the expansion of the Aspirus Hospital campus. The development agreement signed by the city and Aspirus calls for a pedestrian sidewalk to be constructed and maintained by Aspirus for public use. This easement will codify the access for the public.

RECOMMENDATION

Staff recommends approval.



OFFICIAL MINUTES REGULAR MEETING

MEETING: Infrastructure & Facilities Committee
DATE/TIME: Thursday, December 11, 2025 at 5:15 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Chad Henke (C) Lou Larson (VC)
Tom Neal Sarah Watson
Michael Martens

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

Members Not Present:

Members Excused:

Present 5, Not Present 0, Excused 0

3 Discussion and possible action.

b. Easement with Wausau Hospitals Inc. for sidewalk at 333 Pine Ridge Boulevard.

Wesolowski explained that with the vacation of Pine Ridge Boulevard, the hospital will be creating a parking lot and an addition. The Development Agreement included that the sidewalk was to remain public. Aspirus will construct the sidewalk and the public will have access to it.

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Approving Primary Towing Services Agreement with Joe Rader Towing LLC and Secondary Towing Services Agreement with Lightning Express Towing.

Committee Action: Approved 5-0

File Number: 20-0822

Date Introduced: January 27, 2026

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral:</i>	YES [X]	NO []	
	<i>Included in Budget:</i>	YES [X]	NO []	<i>Budget Source:</i>
	<i>One-time Costs:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>Recurring Costs:</i>	YES [X]	NO []	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>Grant Financed:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>Debt Finance:</i>	YES []	NO [X]	<i>Amount:</i> <i>Annual Retirement:</i>
	<i>TID Financed:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>TID Source:</i>	<i>Increment Revenue [] Debt [] Funds on Hand [] Interfund Loan []</i>		

RESOLUTION

WHEREAS, the Wausau Police Department has sought support from the City to partner with a towing services provider who could assist the department in improving the efficiency and customer service in responding to situations that required towing; and

WHEREAS, the City initiated a RFP for towing services related to non-consensual/no-preference tows, evidence tows, and City owned vehicle tows in November, 2025 for a two year contract upon the end of the current contract on February 1, 2026; and

WHEREAS, responses were received from Joe Rader Towing, LLC and Lightning Express Towing; and

WHEREAS, the responses were analyzed by the Wausau Police Department to determine if all of the requirements of the Request for Proposals were met; and

WHEREAS, the proposal submitted by Joe Rader Towing, LLC met all of the requirements outlined in the Request for Proposals and received a higher score than Lightning Express Towing; and

WHEREAS, your Finance Committee, on January 13, 2026, discussed and recommended entering into the attached Towing Services Agreement with Joe Rader Towing, LLC, for primary towing services, which is attached to this Resolution as Exhibit 1; and discussed and recommended entering into the attached Towing Services Agreement with Lightning Express Towing, for secondary towing services, which is attached to this Resolution as Exhibit 2.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Primary Towing Services Agreement with Joe Rader Towing LLC for primary towing services, and the Secondary Towing Services Agreement with Lightning Express Towing for secondary towing services substantially in the form of that which is attached hereto, and authorizes and directs the proper City officials to execute the Towing Services Agreements.

Approved:

Doug Diny, Mayor

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)



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

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the South Side of Kickbusch Street from a Point 825 Feet to a Point 900 Feet East of the Center Line of S. 13th Street.

Committee Action: Approved 5-0

File Number: 26-0115

Date Introduced: January 27, 2026

Ordinance Number: 61-6007

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following locations:

...

Kickbusch Street

- South side of the street from a point 825 feet to a point 900 feet east of the center line of S. 13th Street

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted: 1/27/2026
Approved: 1/28/2026
Published: 2/4/2026
Attest: 1/28/2026

Approved:

Doug Diny, Mayor

Attested:

Kaitlyn A. Bernarde, City Clerk



Engineering

DATE: January 27, 2026
TO: Infrastructure & Facilities Committee
SUBJECT: 26-0115 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the South Side of Kickbusch Street from a Point 825 Feet to a Point 900 Feet East of the Center Line of S. 13th Street.

PURPOSE

The purpose is to establish an area of no parking on the south side of Kickbush Street in the 1600 block to accommodate bus turning movements.

BACKGROUND

First Student contacted engineering and requested this no parking area. The buses have a very difficult time exiting the parking lot if cars are parked in this area.

RECOMMENDATION

Staff recommends approval.



OFFICIAL MINUTES REGULAR MEETING

MEETING: Infrastructure & Facilities Committee
DATE/TIME: Thursday, January 8, 2026 at 5:15 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Chad Henke (C) Lou Larson (VC)
Tom Neal Sarah Watson
Michael Martens

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

Members Not Present:

Members Excused:

Present 5, Not Present 0, Excused 0

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

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

No one appeared for public comment.

2 Consent agenda.

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

December 11, 2025 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

4 Discussion and possible action.

a. Encroachment permit for 201 Forest St LLC for ramp at 201 Forest St

Engineers discovered this while doing a topographic survey on 2nd St, for reconstruction this year. With the building being remodeled, the ramp was out onto the right of way by about 2ft, the ramp comes out onto the sidewalk a little bit, so an encroachment permit approval would be needed to keep the ramp out in the right of way. Wesolowski did talk with the builder and the owner would like to keep the ramp there since it's already constructed. If approved by this committee, a legal description and encroachment document would be prepared before it goes to council. Martens voiced concerns about the space between the ramp and the light post being quite narrow. Is that an adequate width for bicycles, wheelchairs, or other assisting devices? Wesolowski stated that it still leaves about 4ft, which is a legal sidewalk width.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

b. Parking restrictions on the south side of Kickbusch St on the 1600 block

There is a map in the Agenda packet. This was brought to our attention by First Student bussing. When the buses exit the parking lot, if there are cars parked on the south side of Kickbusch, they have a hard time making that turn. First Student is requesting No Parking on the south side of Kickbusch to allow for their buses to make the turn out of that parking lot. Engineering does not have any issues with the request. It will be west of the crosswalk for about 75ft.

Motion by Alderperson Larson, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

c. Parking restrictions on West Eldred St from 3rd Ave to 4th Ave

A map is in the packet. Eldred St is almost like an alley between 3rd Ave to 4th Ave. Alder Rasmussen had requested that no parking be established on both sides of W Eldred St. Engineering does not have any issue with the parking restriction. All the lots on Eldred St do have parking available on either 3rd or 4th Ave. Larson supports this and item 4.d., because of how narrow Eldred St is and because it is a one-way street. Henke asked if letters were sent to residents making them aware of this meeting. Wesolowski stated that letters were sent to residents on the street, and he did not receive comments from anyone.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Parking restrictions on Eldred St from Cherry St to 1st Ave

The request is for No Parking from Nov. 1st - Apr. 1st. Eldred is a one-way street westbound. This section of Eldred is a little wider and that allows room for parking in summer. Engineering is recommending No Parking from Nov. 1st - Apr. 1st.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

e. Parking restrictions on the south side of Strowbridge St from 2nd Ave to 3rd Ave

A map is included in the agenda packet to show this is another narrow street. Requested by Alder Rasmussen. Strowbridge is a one-way eastbound. On the north side, it is currently posted No Parking from Nov. 1st - Apr. 1st, posting the south side would keep it consistent with the rest of Strowbridge St. Since Strowbridge between 1st Ave and 2nd Ave is already posted No Parking Nov. 1st - Apr. 1st for both sides of the street, this would make it consistent for those two blocks.

Motion by Alderperson Neal, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

f. Parking restrictions on Greenfield Ave from Fernwood Dr to Summit Dr

Requested by Alder Rasmussen and a DPW plow truck driver, a map is included in the packet and pictures of what a plow driver typically encounters on Greenfield Ave. Recommendation from engineering is to post No Parking Nov. 1st - Apr. 1st, on the north (odd numbered) side. Letters were sent out like with the other streets. Two residents called Wesolowski. Kathy Hagenbucher — 709 Greenfield has no opposition to the parking restriction. Due to an issue with parties going on in the area and a lot of cars being parked on the streets, she recommends that anybody that has over 50 cars should get a permit. Wesolowski told her he would pass that along to this committee. An email was received from Nancy Jaecks - 718 Greenfield supporting parking on one side. She said it gets parked up, and she has a hard time getting out of her driveway. She was in support of eliminating parking on one side during the months requested. Engineering recommends approval of parking restrictions on the north side because corner lots can park on adjoining streets, creating less of an impact on residents. Neal expressed concern about the midpoint of Greenfield Ave with Beechwood Dr, what's the parking situation. Wesoloski stated there are no parking restrictions on Beechwood Dr and there were no complaints about parking on Beechwood Dr. There are parking restrictions on Fernwood Dr.

Motion by Alderperson Neal, seconded by Alderperson Larson, to Approve. Motion Passed 5-0.

5 Discussion.

a. Update on the railroad crossing gates on 17th Ave

Wesolowski reached out to the Office of the Commissioner of Railroads, and they stated they have looked at safety concerns. They do not have a decision yet, and they are continuing to

monitor. Wesoloski said his update is that they are not prepared to make a decision yet. Larson stated that this has been going on for over a year now and the email response seemed kind of generic, told him they are not really interested in it. Wesolowski said the comment was that they are going to continue to monitor the concern. Wesolowski will reply to the email they sent asking if they have a time frame for their decision, and bring it back as an update at the next meeting.

Henke, as long as we are on 17th Ave — the crosswalk that was approved last summer by the committee is in the budget for next year, he will expect to see that go in.

6 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion carried. Meeting adjourned at 05:32 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](#)



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

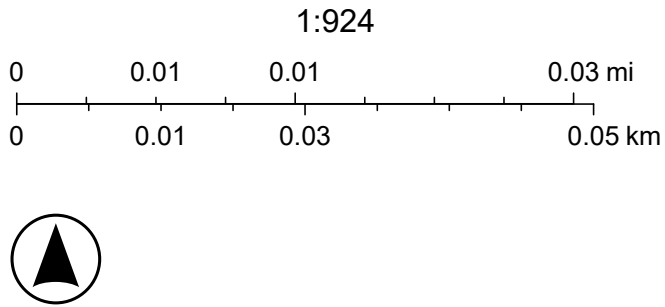


ArcGIS Web Map



12/22/2025, 1:37:50 PM

-  Parcel
-  Right Of Way



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on Both Sides of West Eldred Street from N. 3rd Avenue to N. 4th Avenue.

Committee Action: Approved 5-0

File Number: 26-0111

Date Introduced: January 27, 2026

Ordinance Number: 61-6003

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following locations:

...

West Eldred Street

- **Both sides of the street between N. 3rd Avenue to N. 4th Avenue**

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted: 1/27/2026

Approved:

Approved: 1/28/2026

Published: 2/4/2026

Attest: 1/28/2026

Doug Diny, Mayor

Attested:

Kaitlyn A. Bernarde, City Clerk



Engineering

DATE: January 27, 2026
TO: Infrastructure & Facilities Committee
SUBJECT: Parking restrictions on West Eldred St from 3rd Ave to 4th Ave

PURPOSE

To establish no parking limitations on West Eldred Street from 3rd Avenue to 4th Avenue

BACKGROUND

A request was recieved from Alder Rasmussen to establish 'No Parking'

RECOMMENDATION

Recommend no parking on both sides of the roadway for the entire year.



OFFICIAL MINUTES REGULAR MEETING

MEETING: Infrastructure & Facilities Committee
DATE/TIME: Thursday, January 8, 2026 at 5:15 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Chad Henke (C) Lou Larson (VC)
Tom Neal Sarah Watson
Michael Martens

Members Present: Chad Henke, Lou Larson, Tom Neal, Michael Martens, Sarah Watson
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

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

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

No one appeared for public comment.

2 Consent agenda.

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

December 11, 2025 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

4 Discussion and possible action.

a. Encroachment permit for 201 Forest St LLC for ramp at 201 Forest St

Engineers discovered this while doing a topographic survey on 2nd St, for reconstruction this year. With the building being remodeled, the ramp was out onto the right of way by about 2ft, the ramp comes out onto the sidewalk a little bit, so an encroachment permit approval would be needed to keep the ramp out in the right of way. Wesolowski did talk with the builder and the owner would like to keep the ramp there since it's already constructed. If approved by this committee, a legal description and encroachment document would be prepared before it goes to council. Martens voiced concerns about the space between the ramp and the light post being quite narrow. Is that an adequate width for bicycles, wheelchairs, or other assisting devices? Wesolowski stated that it still leaves about 4ft, which is a legal sidewalk width.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

b. Parking restrictions on the south side of Kickbusch St on the 1600 block

There is a map in the Agenda packet. This was brought to our attention by First Student bussing. When the buses exit the parking lot, if there are cars parked on the south side of Kickbusch, they have a hard time making that turn. First Student is requesting No Parking on the south side of Kickbusch to allow for their buses to make the turn out of that parking lot. Engineering does not have any issues with the request. It will be west of the crosswalk for about 75ft.

Motion by Alderperson Larson, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

c. Parking restrictions on West Eldred St from 3rd Ave to 4th Ave

A map is in the packet. Eldred St is almost like an alley between 3rd Ave to 4th Ave. Alder Rasmussen had requested that no parking be established on both sides of W Eldred St. Engineering does not have any issue with the parking restriction. All the lots on Eldred St do have parking available on either 3rd or 4th Ave. Larson supports this and item 4.d., because of how narrow Eldred St is and because it is a one-way street. Henke asked if letters were sent to residents making them aware of this meeting. Wesolowski stated that letters were sent to residents on the street, and he did not receive comments from anyone.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Parking restrictions on Eldred St from Cherry St to 1st Ave

The request is for No Parking from Nov. 1st - Apr. 1st. Eldred is a one-way street westbound. This section of Eldred is a little wider and that allows room for parking in summer. Engineering is recommending No Parking from Nov. 1st - Apr. 1st.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

e. Parking restrictions on the south side of Strowbridge St from 2nd Ave to 3rd Ave

A map is included in the agenda packet to show this is another narrow street. Requested by Alder Rasmussen. Strowbridge is a one-way eastbound. On the north side, it is currently posted No Parking from Nov. 1st - Apr. 1st, posting the south side would keep it consistent with the rest of Strowbridge St. Since Strowbridge between 1st Ave and 2nd Ave is already posted No Parking Nov. 1st - Apr. 1st for both sides of the street, this would make it consistent for those two blocks.

Motion by Alderperson Neal, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

f. Parking restrictions on Greenfield Ave from Fernwood Dr to Summit Dr

Requested by Alder Rasmussen and a DPW plow truck driver, a map is included in the packet and pictures of what a plow driver typically encounters on Greenfield Ave. Recommendation from engineering is to post No Parking Nov. 1st - Apr. 1st, on the north (odd numbered) side. Letters were sent out like with the other streets. Two residents called Wesolowski. Kathy Hagenbucher — 709 Greenfield has no opposition to the parking restriction. Due to an issue with parties going on in the area and a lot of cars being parked on the streets, she recommends that anybody that has over 50 cars should get a permit. Wesolowski told her he would pass that along to this committee. An email was received from Nancy Jaecks - 718 Greenfield supporting parking on one side. She said it gets parked up, and she has a hard time getting out of her driveway. She was in support of eliminating parking on one side during the months requested. Engineering recommends approval of parking restrictions on the north side because corner lots can park on adjoining streets, creating less of an impact on residents. Neal expressed concern about the midpoint of Greenfield Ave with Beechwood Dr, what's the parking situation. Wesoloski stated there are no parking restrictions on Beechwood Dr and there were no complaints about parking on Beechwood Dr. There are parking restrictions on Fernwood Dr.

Motion by Alderperson Neal, seconded by Alderperson Larson, to Approve. Motion Passed 5-0.

5 Discussion.

a. Update on the railroad crossing gates on 17th Ave

Wesolowski reached out to the Office of the Commissioner of Railroads, and they stated they have looked at safety concerns. They do not have a decision yet, and they are continuing to

monitor. Wesoloski said his update is that they are not prepared to make a decision yet. Larson stated that this has been going on for over a year now and the email response seemed kind of generic, told him they are not really interested in it. Wesolowski said the comment was that they are going to continue to monitor the concern. Wesolowski will reply to the email they sent asking if they have a time frame for their decision, and bring it back as an update at the next meeting.

Henke, as long as we are on 17th Ave — the crosswalk that was approved last summer by the committee is in the budget for next year, he will expect to see that go in.

6 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion carried. Meeting adjourned at 05:32 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](https://www.youtube.com/@CityofWausauMeetings)



City of Wausau
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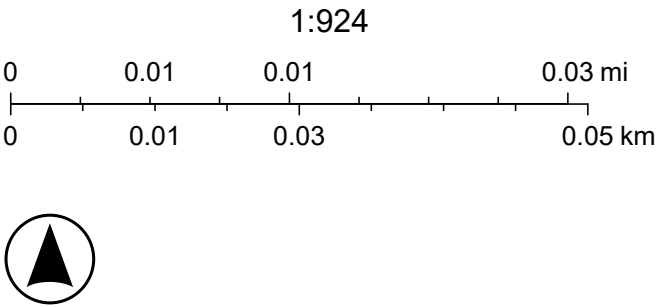


ArcGIS Web Map



12/22/2025, 2:25:23 PM

-  Parcel
-  Right Of Way



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on Both Sides of East Eldred Street from Cherry Street to N. 1st Avenue.

Committee Action: Approved 5-0

File Number: 26-0112

Date Introduced: January 27, 2026

Ordinance Number: 61-6004

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following locations:

...

East Eldred Street

- Both sides of the street between Cherry Street and N. 1st Avenue from November 1 to April 1

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted: 1/27/2026
Approved: 1/28/2026
Published: 2/4/2026
Attest: 1/28/2026

Approved:

Doug Diny, Mayor

Attested:

Kaitlyn A. Bernarde, City Clerk



Engineering

DATE: January 27, 2026
TO: Infrastructure & Facilities Committee
SUBJECT: 26-0112 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on Both Sides of East Eldred Street from Cherry Street to N. 1st Avenue.

PURPOSE

The purpose is to establish no parking restrictions on Eldred Street from Cherry Street to 1st Avenue

BACKGROUND

A request from Alder Rasmussen to post Eldred Street from Cherry Street to 1st Avenue "No Parking from Nov. 1 to April 1" This request is due to the fact that Eldred Street is narrow and difficult to plow in the Winter if cars are parked on the roadway. Eldred Street is a one way westbound street.

RECOMMENDATION

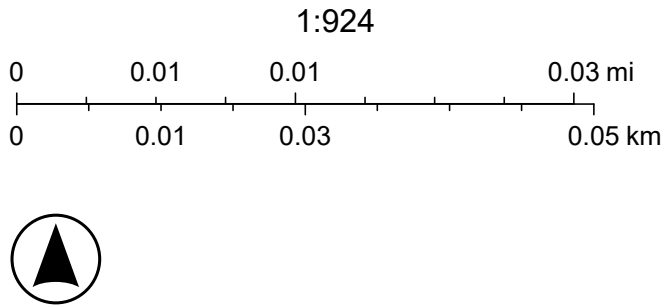
Staff recommends approval.

ArcGIS Web Map



12/23/2025, 9:30:37 AM

-  Parcel
-  Right Of Way





OFFICIAL MINUTES REGULAR MEETING

MEETING: Infrastructure & Facilities Committee
DATE/TIME: Thursday, January 8, 2026 at 5:15 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Chad Henke (C) Lou Larson (VC)
Tom Neal Sarah Watson
Michael Martens

Members Present: Chad Henke, Lou Larson, Tom Neal, Michael Martens, Sarah Watson
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

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

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

No one appeared for public comment.

2 Consent agenda.

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

December 11, 2025 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

4 Discussion and possible action.

a. Encroachment permit for 201 Forest St LLC for ramp at 201 Forest St

Engineers discovered this while doing a topographic survey on 2nd St, for reconstruction this year. With the building being remodeled, the ramp was out onto the right of way by about 2ft, the ramp comes out onto the sidewalk a little bit, so an encroachment permit approval would be needed to keep the ramp out in the right of way. Wesolowski did talk with the builder and the owner would like to keep the ramp there since it's already constructed. If approved by this committee, a legal description and encroachment document would be prepared before it goes to council. Martens voiced concerns about the space between the ramp and the light post being quite narrow. Is that an adequate width for bicycles, wheelchairs, or other assisting devices? Wesolowski stated that it still leaves about 4ft, which is a legal sidewalk width.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

b. Parking restrictions on the south side of Kickbusch St on the 1600 block

There is a map in the Agenda packet. This was brought to our attention by First Student bussing. When the buses exit the parking lot, if there are cars parked on the south side of Kickbusch, they have a hard time making that turn. First Student is requesting No Parking on the south side of Kickbusch to allow for their buses to make the turn out of that parking lot. Engineering does not have any issues with the request. It will be west of the crosswalk for about 75ft.

Motion by Alderperson Larson, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

c. Parking restrictions on West Eldred St from 3rd Ave to 4th Ave

A map is in the packet. Eldred St is almost like an alley between 3rd Ave to 4th Ave. Alder Rasmussen had requested that no parking be established on both sides of W Eldred St. Engineering does not have any issue with the parking restriction. All the lots on Eldred St do have parking available on either 3rd or 4th Ave. Larson supports this and item 4.d., because of how narrow Eldred St is and because it is a one-way street. Henke asked if letters were sent to residents making them aware of this meeting. Wesolowski stated that letters were sent to residents on the street, and he did not receive comments from anyone.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Parking restrictions on Eldred St from Cherry St to 1st Ave

The request is for No Parking from Nov. 1st - Apr. 1st. Eldred is a one-way street westbound. This section of Eldred is a little wider and that allows room for parking in summer. Engineering is recommending No Parking from Nov. 1st - Apr. 1st.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

e. Parking restrictions on the south side of Strowbridge St from 2nd Ave to 3rd Ave

A map is included in the agenda packet to show this is another narrow street. Requested by Alder Rasmussen. Strowbridge is a one-way eastbound. On the north side, it is currently posted No Parking from Nov. 1st - Apr. 1st, posting the south side would keep it consistent with the rest of Strowbridge St. Since Strowbridge between 1st Ave and 2nd Ave is already posted No Parking Nov. 1st - Apr. 1st for both sides of the street, this would make it consistent for those two blocks.

Motion by Alderperson Neal, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

f. Parking restrictions on Greenfield Ave from Fernwood Dr to Summit Dr

Requested by Alder Rasmussen and a DPW plow truck driver, a map is included in the packet and pictures of what a plow driver typically encounters on Greenfield Ave. Recommendation from engineering is to post No Parking Nov. 1st - Apr. 1st, on the north (odd numbered) side. Letters were sent out like with the other streets. Two residents called Wesolowski. Kathy Hagenbucher — 709 Greenfield has no opposition to the parking restriction. Due to an issue with parties going on in the area and a lot of cars being parked on the streets, she recommends that anybody that has over 50 cars should get a permit. Wesolowski told her he would pass that along to this committee. An email was received from Nancy Jaecks - 718 Greenfield supporting parking on one side. She said it gets parked up, and she has a hard time getting out of her driveway. She was in support of eliminating parking on one side during the months requested. Engineering recommends approval of parking restrictions on the north side because corner lots can park on adjoining streets, creating less of an impact on residents. Neal expressed concern about the midpoint of Greenfield Ave with Beechwood Dr, what's the parking situation. Wesoloski stated there are no parking restrictions on Beechwood Dr and there were no complaints about parking on Beechwood Dr. There are parking restrictions on Fernwood Dr.

Motion by Alderperson Neal, seconded by Alderperson Larson, to Approve. Motion Passed 5-0.

5 Discussion.

a. Update on the railroad crossing gates on 17th Ave

Wesolowski reached out to the Office of the Commissioner of Railroads, and they stated they have looked at safety concerns. They do not have a decision yet, and they are continuing to

monitor. Wesoloski said his update is that they are not prepared to make a decision yet. Larson stated that this has been going on for over a year now and the email response seemed kind of generic, told him they are not really interested in it. Wesolowski said the comment was that they are going to continue to monitor the concern. Wesolowski will reply to the email they sent asking if they have a time frame for their decision, and bring it back as an update at the next meeting.

Henke, as long as we are on 17th Ave — the crosswalk that was approved last summer by the committee is in the budget for next year, he will expect to see that go in.

6 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion carried. Meeting adjourned at 05:32 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](https://www.youtube.com/@CityofWausauMeetings)



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CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the South Side of Strowbridge Street from N. 2nd Avenue to N. 3rd Avenue.

Committee Action: Approved 5-0

File Number: 26-0113

Date Introduced: January 27, 2026

Ordinance Number: 61-6005

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following locations:

...

Strowbridge Street

- South side of the street between N. 2nd Avenue and N. 3rd Avenue from November 1 to April 1

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted: 1/27/2026
Approved: 1/28/2026
Published: 2/4/2026
Attest: 1/28/2026

Approved:

Doug Diny, Mayor

Attested:

Kaitlyn A. Bernarde, City Clerk



Engineering

DATE: January 27, 2026
TO: Infrastructure & Facilities Committee
SUBJECT: 26-0113 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the South Side of Strowbridge Street from N. 2nd Avenue to N. 3rd Avenue.

PURPOSE

The purpose is to discuss placing 'No Parking from Nov. 1 to April 1" on the south side of Strowbridge Street from 2nd Ave to 3rd Ave.

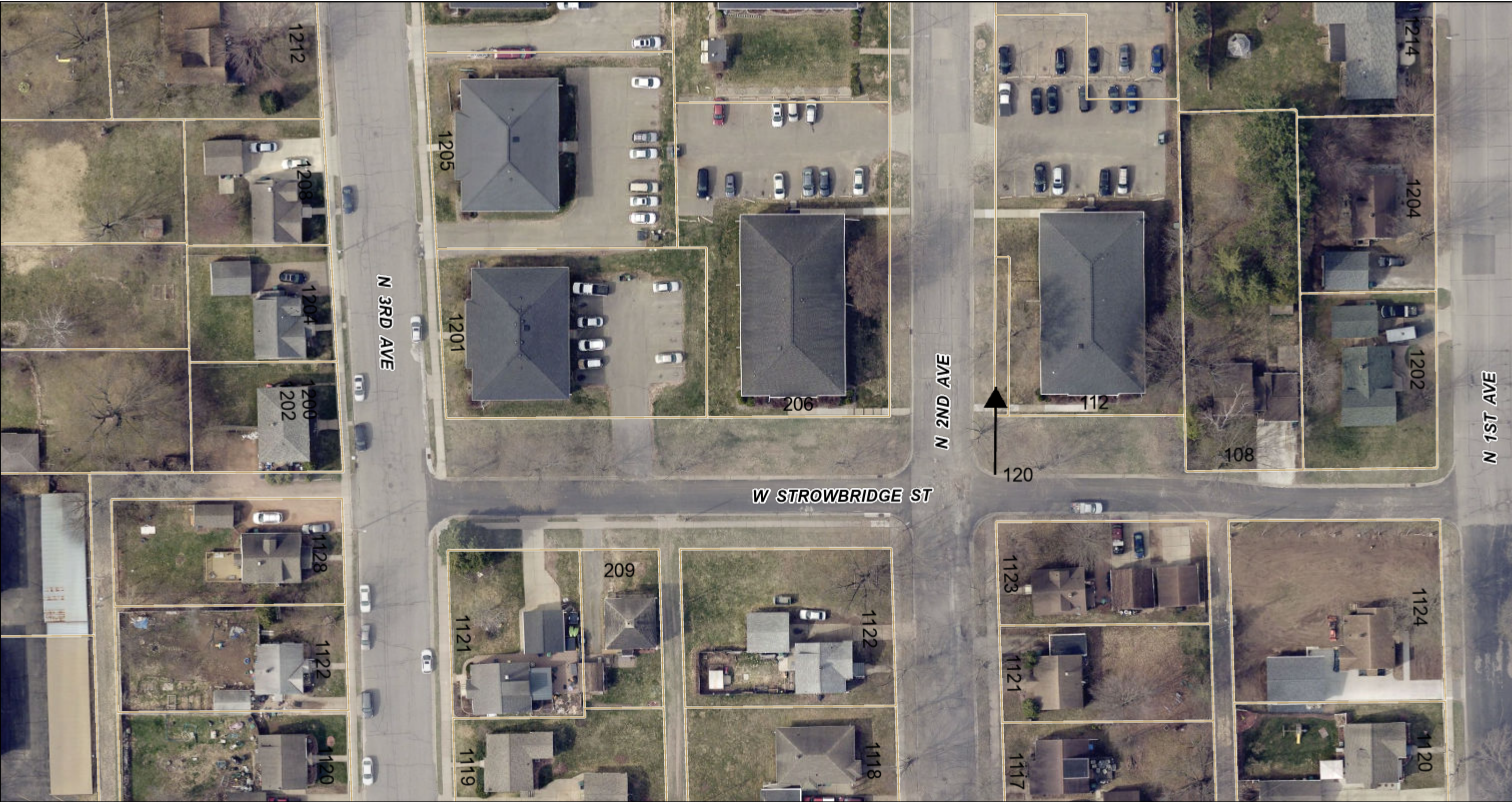
BACKGROUND

Alder Rasmussen would like this issue discussed. Strowbridge Street is a one way east bound street. The north side is currently posted 'No Parking from Nov. 1 to April " Posting the south side would make it consistent with the rest of Strowbridge which does not allow parking on either side during these months.

RECOMMENDATION

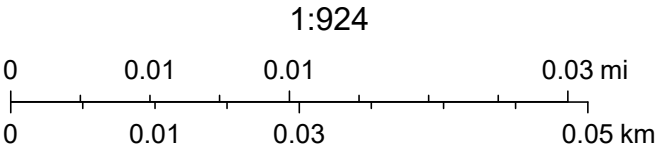
Staff is supportive of the request.

ArcGIS Web Map



12/23/2025, 10:08:48 AM

-  Parcel
-  Right Of Way





OFFICIAL MINUTES REGULAR MEETING

MEETING: Infrastructure & Facilities Committee
DATE/TIME: Thursday, January 8, 2026 at 5:15 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Chad Henke (C) Lou Larson (VC)
Tom Neal Sarah Watson
Michael Martens

Members Present: Chad Henke, Lou Larson, Tom Neal, Michael Martens, Sarah Watson
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

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

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

No one appeared for public comment.

2 Consent agenda.

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

December 11, 2025 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

4 Discussion and possible action.

a. Encroachment permit for 201 Forest St LLC for ramp at 201 Forest St

Engineers discovered this while doing a topographic survey on 2nd St, for reconstruction this year. With the building being remodeled, the ramp was out onto the right of way by about 2ft, the ramp comes out onto the sidewalk a little bit, so an encroachment permit approval would be needed to keep the ramp out in the right of way. Wesolowski did talk with the builder and the owner would like to keep the ramp there since it's already constructed. If approved by this committee, a legal description and encroachment document would be prepared before it goes to council. Martens voiced concerns about the space between the ramp and the light post being quite narrow. Is that an adequate width for bicycles, wheelchairs, or other assisting devices? Wesolowski stated that it still leaves about 4ft, which is a legal sidewalk width.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

b. Parking restrictions on the south side of Kickbusch St on the 1600 block

There is a map in the Agenda packet. This was brought to our attention by First Student bussing. When the buses exit the parking lot, if there are cars parked on the south side of Kickbusch, they have a hard time making that turn. First Student is requesting No Parking on the south side of Kickbusch to allow for their buses to make the turn out of that parking lot. Engineering does not have any issues with the request. It will be west of the crosswalk for about 75ft.

Motion by Alderperson Larson, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

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A map is in the packet. Eldred St is almost like an alley between 3rd Ave to 4th Ave. Alder Rasmussen had requested that no parking be established on both sides of W Eldred St. Engineering does not have any issue with the parking restriction. All the lots on Eldred St do have parking available on either 3rd or 4th Ave. Larson supports this and item 4.d., because of how narrow Eldred St is and because it is a one-way street. Henke asked if letters were sent to residents making them aware of this meeting. Wesolowski stated that letters were sent to residents on the street, and he did not receive comments from anyone.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Parking restrictions on Eldred St from Cherry St to 1st Ave

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Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

e. Parking restrictions on the south side of Strowbridge St from 2nd Ave to 3rd Ave

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Motion by Alderperson Neal, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

f. Parking restrictions on Greenfield Ave from Fernwood Dr to Summit Dr

Requested by Alder Rasmussen and a DPW plow truck driver, a map is included in the packet and pictures of what a plow driver typically encounters on Greenfield Ave. Recommendation from engineering is to post No Parking Nov. 1st - Apr. 1st, on the north (odd numbered) side. Letters were sent out like with the other streets. Two residents called Wesolowski. Kathy Hagenbucher — 709 Greenfield has no opposition to the parking restriction. Due to an issue with parties going on in the area and a lot of cars being parked on the streets, she recommends that anybody that has over 50 cars should get a permit. Wesolowski told her he would pass that along to this committee. An email was received from Nancy Jaecks - 718 Greenfield supporting parking on one side. She said it gets parked up, and she has a hard time getting out of her driveway. She was in support of eliminating parking on one side during the months requested. Engineering recommends approval of parking restrictions on the north side because corner lots can park on adjoining streets, creating less of an impact on residents. Neal expressed concern about the midpoint of Greenfield Ave with Beechwood Dr, what's the parking situation. Wesoloski stated there are no parking restrictions on Beechwood Dr and there were no complaints about parking on Beechwood Dr. There are parking restrictions on Fernwood Dr.

Motion by Alderperson Neal, seconded by Alderperson Larson, to Approve. Motion Passed 5-0.

5 Discussion.

a. Update on the railroad crossing gates on 17th Ave

Wesolowski reached out to the Office of the Commissioner of Railroads, and they stated they have looked at safety concerns. They do not have a decision yet, and they are continuing to

monitor. Wesoloski said his update is that they are not prepared to make a decision yet. Larson stated that this has been going on for over a year now and the email response seemed kind of generic, told him they are not really interested in it. Wesolowski said the comment was that they are going to continue to monitor the concern. Wesolowski will reply to the email they sent asking if they have a time frame for their decision, and bring it back as an update at the next meeting.

Henke, as long as we are on 17th Ave — the crosswalk that was approved last summer by the committee is in the budget for next year, he will expect to see that go in.

6 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion carried. Meeting adjourned at 05:32 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](https://www.youtube.com/@CityofWausauMeetings)



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



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the North Side of Greenfield Avenue from Fernwood Drive to Summit Drive.

Committee Action: Approved 5-0

File Number: 26-0114

Date Introduced: January 27, 2026

Ordinance Number: 61-6006

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following locations:

...

Greenfield Avenue

- North side of the street between Fernwood Drive and Summit Drive

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted: 1/27/2026
Approved: 1/28/2026
Published: 2/4/2026
Attest: 1/28/2026

Approved:

Doug Diny, Mayor

Attested:

Kaitlyn A. Bernarde, City Clerk



Engineering

DATE: January 27, 2026
TO: Infrastructure & Facilities Committee
SUBJECT: 26-0114 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the North Side of Greenfield Avenue from Fernwood Drive to Summit Drive.

PURPOSE

The purpose of this item is to establish "No Parking from Nov. 1 to April 1" restrictions on Greenfield Avenue from Fernwood Dr to Summit Dr.

BACKGROUND

Alder Rasmussen and DPW plow drivers have identified Greenfield Avenue as a narrow street width, where on-street parking during the winter months makes it difficult to plow.

RECOMMENDATION

Staff recommends restricting parking on one side of Greenfield Avenue. The recommendation would be to limit the parking on the north side (odd side of street). This recommendation is based on the fact Beechwood Drive enters on the north side which limits parking, and the fact there are 4 corner lots on this side of the roadway. The corner lots would still have parking on the Summit, Beechwood or Fernwood.



OFFICIAL MINUTES REGULAR MEETING

MEETING: Infrastructure & Facilities Committee
DATE/TIME: Thursday, January 8, 2026 at 5:15 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Chad Henke (C) Lou Larson (VC)
Tom Neal Sarah Watson
Michael Martens

Members Present: Chad Henke, Lou Larson, Tom Neal, Michael Martens, Sarah Watson
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

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

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

No one appeared for public comment.

2 Consent agenda.

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

December 11, 2025 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

4 Discussion and possible action.

a. Encroachment permit for 201 Forest St LLC for ramp at 201 Forest St

Engineers discovered this while doing a topographic survey on 2nd St, for reconstruction this year. With the building being remodeled, the ramp was out onto the right of way by about 2ft, the ramp comes out onto the sidewalk a little bit, so an encroachment permit approval would be needed to keep the ramp out in the right of way. Wesolowski did talk with the builder and the owner would like to keep the ramp there since it's already constructed. If approved by this committee, a legal description and encroachment document would be prepared before it goes to council. Martens voiced concerns about the space between the ramp and the light post being quite narrow. Is that an adequate width for bicycles, wheelchairs, or other assisting devices? Wesolowski stated that it still leaves about 4ft, which is a legal sidewalk width.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

b. Parking restrictions on the south side of Kickbusch St on the 1600 block

There is a map in the Agenda packet. This was brought to our attention by First Student bussing. When the buses exit the parking lot, if there are cars parked on the south side of Kickbusch, they have a hard time making that turn. First Student is requesting No Parking on the south side of Kickbusch to allow for their buses to make the turn out of that parking lot. Engineering does not have any issues with the request. It will be west of the crosswalk for about 75ft.

Motion by Alderperson Larson, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

c. Parking restrictions on West Eldred St from 3rd Ave to 4th Ave

A map is in the packet. Eldred St is almost like an alley between 3rd Ave to 4th Ave. Alder Rasmussen had requested that no parking be established on both sides of W Eldred St. Engineering does not have any issue with the parking restriction. All the lots on Eldred St do have parking available on either 3rd or 4th Ave. Larson supports this and item 4.d., because of how narrow Eldred St is and because it is a one-way street. Henke asked if letters were sent to residents making them aware of this meeting. Wesolowski stated that letters were sent to residents on the street, and he did not receive comments from anyone.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Parking restrictions on Eldred St from Cherry St to 1st Ave

The request is for No Parking from Nov. 1st - Apr. 1st. Eldred is a one-way street westbound. This section of Eldred is a little wider and that allows room for parking in summer. Engineering is recommending No Parking from Nov. 1st - Apr. 1st.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

e. Parking restrictions on the south side of Strowbridge St from 2nd Ave to 3rd Ave

A map is included in the agenda packet to show this is another narrow street. Requested by Alder Rasmussen. Strowbridge is a one-way eastbound. On the north side, it is currently posted No Parking from Nov. 1st - Apr. 1st, posting the south side would keep it consistent with the rest of Strowbridge St. Since Strowbridge between 1st Ave and 2nd Ave is already posted No Parking Nov. 1st - Apr. 1st for both sides of the street, this would make it consistent for those two blocks.

Motion by Alderperson Neal, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

f. Parking restrictions on Greenfield Ave from Fernwood Dr to Summit Dr

Requested by Alder Rasmussen and a DPW plow truck driver, a map is included in the packet and pictures of what a plow driver typically encounters on Greenfield Ave. Recommendation from engineering is to post No Parking Nov. 1st - Apr. 1st, on the north (odd numbered) side. Letters were sent out like with the other streets. Two residents called Wesolowski. Kathy Hagenbucher — 709 Greenfield has no opposition to the parking restriction. Due to an issue with parties going on in the area and a lot of cars being parked on the streets, she recommends that anybody that has over 50 cars should get a permit. Wesolowski told her he would pass that along to this committee. An email was received from Nancy Jaecks - 718 Greenfield supporting parking on one side. She said it gets parked up, and she has a hard time getting out of her driveway. She was in support of eliminating parking on one side during the months requested. Engineering recommends approval of parking restrictions on the north side because corner lots can park on adjoining streets, creating less of an impact on residents. Neal expressed concern about the midpoint of Greenfield Ave with Beechwood Dr, what's the parking situation. Wesoloski stated there are no parking restrictions on Beechwood Dr and there were no complaints about parking on Beechwood Dr. There are parking restrictions on Fernwood Dr.

Motion by Alderperson Neal, seconded by Alderperson Larson, to Approve. Motion Passed 5-0.

5 Discussion.

a. Update on the railroad crossing gates on 17th Ave

Wesolowski reached out to the Office of the Commissioner of Railroads, and they stated they have looked at safety concerns. They do not have a decision yet, and they are continuing to

monitor. Wesoloski said his update is that they are not prepared to make a decision yet. Larson stated that this has been going on for over a year now and the email response seemed kind of generic, told him they are not really interested in it. Wesolowski said the comment was that they are going to continue to monitor the concern. Wesolowski will reply to the email they sent asking if they have a time frame for their decision, and bring it back as an update at the next meeting.

Henke, as long as we are on 17th Ave — the crosswalk that was approved last summer by the committee is in the budget for next year, he will expect to see that go in.

6 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion carried. Meeting adjourned at 05:32 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](#)



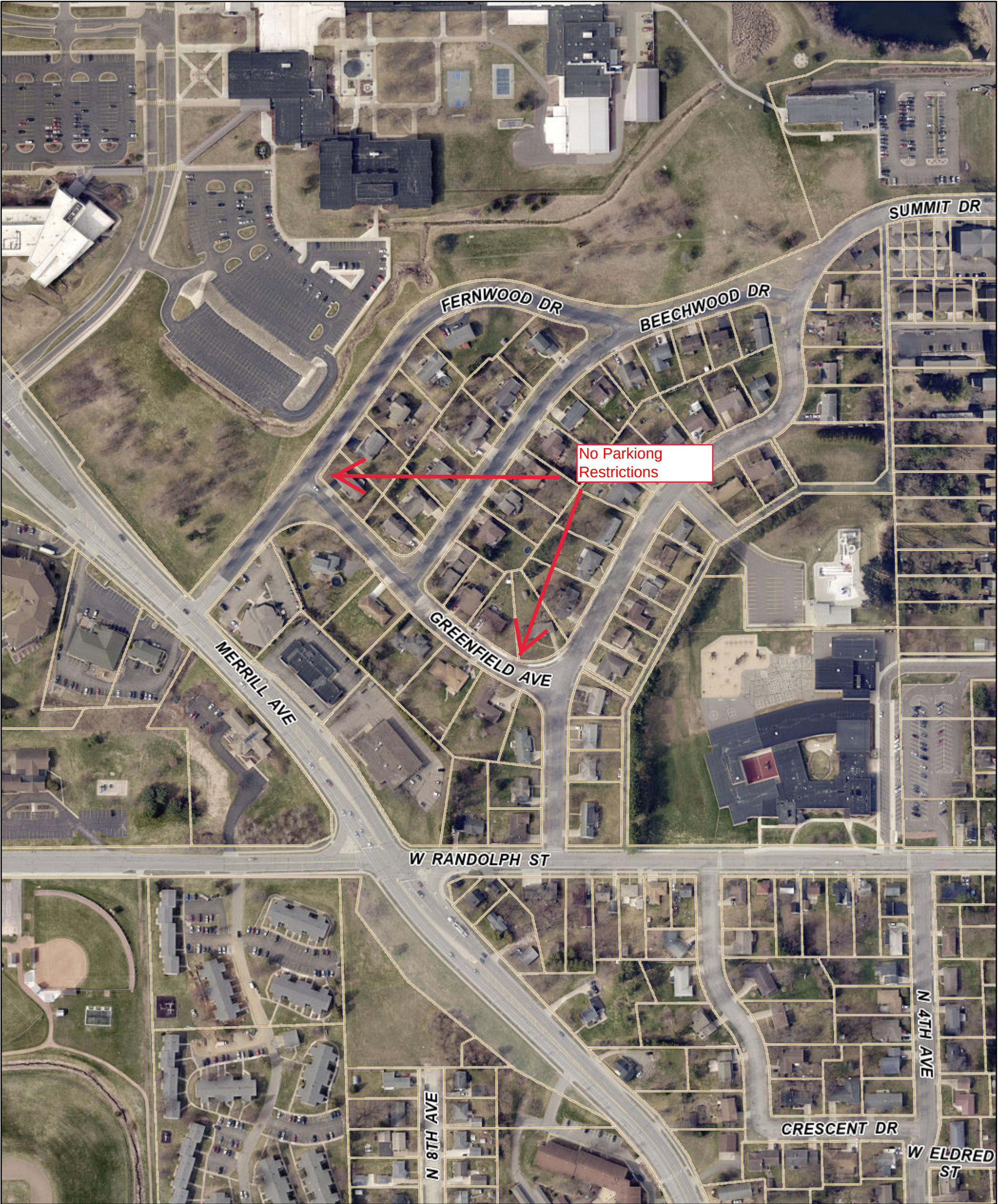
City of Wausau
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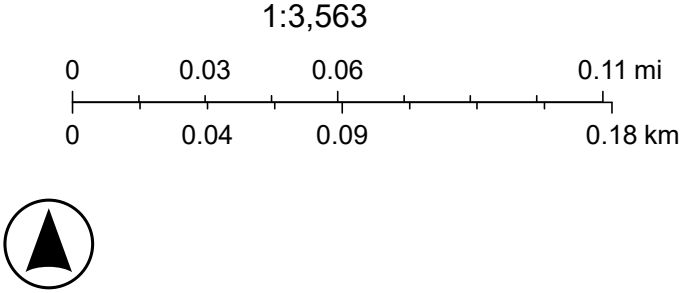


ArcGIS Web Map



12/29/2025, 1:49:08 PM

-  Parcel
-  Right Of Way



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Approving Reprogramming of Returned \$25,000 of 2024 CDBG Allocation from Granite House Public Service Activity to Acquisition Activity.

Committee Action: Approved 5-0

File Number: 24-0513

Date Introduced: January 27, 2026

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral:	YES ☒	NO ☐		
	Included in Budget:	YES ☐	NO ☐	Budget Source:	
	One-time Costs:	YES ☐	NO ☐	Amount:	
	Recurring Costs:	YES ☐	NO ☐	Amount:	
SOURCE	Fee Financed:	YES ☐	NO ☐	Amount:	
	Grant Financed:	YES ☐	NO ☐	Amount:	
	Debt Finance:	YES ☐	NO ☐	Amount:	Annual Retirement:
	TID Financed:	YES ☐	NO ☐	Amount:	
	TID Source:	Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐			

RESOLUTION

WHEREAS, the Community Development Block Grant (CDBG) funds received annually by the City of Wausau are subject to monitoring and must be expended in a timely manner in accordance with Federal regulations administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, \$25,000 of 2024 CDBG funds previously allocated to Granite House to support adults with mental health and addiction challenges in developing life skills, has been returned; and

WHEREAS, the Acquisition fund may be used to assist in acquiring properties for affordable housing projects or to help a non-profit acquire property to support its programming; and;

WHEREAS, it is necessary to reprogram the \$25,000 from the 2024 CDBG Granite House activity so the funds can be utilized in a timely manner according to federal guidelines, and

WHEREAS, the Citizen Advisory Committee for Community Development held a public hearing on January 5, 2026, to receive public comment on the proposed reprogramming and recommends to the Finance Committee that the funds be reprogrammed as requested.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau hereby approves the reprogramming of \$25,000 from the 2024 CDBG Granite House activity to the Acquisition activity to assist with acquiring properties for affordable housing projects or to help a non-profit acquire property to support its programming; and

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

Approved:

Doug Diny, Mayor



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	Actual Allocation	Finance Approval
A - 570.206	CD Administration	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
H - 570.202(b)	Homeowner Rehabilitation	\$ 75,000	\$ 70,000	\$ 70,000	\$ 70,000
H - 570.202(a)	Acquisition	\$ 150,000	\$ 145,000	\$ 145,224	\$ 145,224
SBS - 570.208(b)(s)	Blight Elimination	\$ 100,000	\$ 95,000	\$ 95,000	\$ 95,000
PF - 570.201 (c)	Engineering - Curb Cuts	\$ 100,000	\$ 100,000	\$ 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	\$ 25,000	\$ 25,000
PS - 570.201 (e)	Children's Imaginarium • Access for All	\$ 25,000	\$ 25,000	\$ 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	\$ 15,000	\$ 15,000
PS - 570.201 (e)	Granite House • Clubhouse	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
PS - 570.201 (e)	Judicare • Community Law Clinic	\$ 25,000	\$ -	\$ -	\$ -
TOTAL		\$ 788,000	\$ 600,000	\$ 600,224	\$ 600,224
Note: Public Service Funding Cannot Exceed 15% of Entitlement			Projected 2024 Entitlement	\$ 600,224	
			Actual 2024 Entitlement	\$ 600,224	

Code Definitions	Activity	Requested	Recommended	Cap %	Cap Estimate
A Administration / Planning	Administration	\$ 100,000	\$ 100,000	20%	\$ 120,000
C Clearance	Public Service	\$ 263,000	\$ 90,000	15%	\$ 90,000
ED Economic Development	Public Facility	\$ 100,000	\$ 100,000	0%	\$ 600,000
H Housing	Housing	\$ 225,000	\$ 215,000	0%	
PF Public Facility	Slum & Blight	\$ 100,000	\$ 95,000	0%	
PS Public Service					
SB Slum & Blight					

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Public Health & Safety Reducing the Number of Members of the Citizens Advisory Committee.

Committee Action: Approved 5-0

File Number: 89-0919

Date Introduced: January 27, 2026

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral:</i>	YES ☒	NO ☐		
	<i>Included in Budget:</i>	YES ☐	NO ☐	<i>Budget Source:</i>	
	<i>One-time Costs:</i>	YES ☐	NO ☐	<i>Amount:</i>	
	<i>Recurring Costs:</i>	YES ☐	NO ☒	<i>Amount:</i>	
SOURCE	<i>Fee Financed:</i>	YES ☐	NO ☒	<i>Amount:</i>	
	<i>Grant Financed:</i>	YES ☐	NO ☐	<i>Amount:</i>	
	<i>Debt Finance:</i>	YES ☐	NO ☒	<i>Amount:</i>	<i>Annual Retirement:</i>
	<i>TID Financed:</i>	YES ☐	NO ☒	<i>Amount:</i>	
	<i>TID Source:</i>	<i>Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>			

RESOLUTION

WHEREAS, the City of Wausau through its Public Health & Safety Committee designated the Citizen Advisory Committee as the responsible body for community development activities; and

WHEREAS, the resolution establishing said designation did not specify the number of members to serve on the Citizen Advisory Committee; and

WHEREAS, historically, the Citizen Advisory Committee has consisted of twelve (12) citizen members and one (1) Common Council member, all appointed by the Mayor; and

WHEREAS, difficulties in maintaining full membership have resulted in challenges in achieving a quorum; and

WHEREAS, the Citizen Advisory Committee has recommended reducing the number of citizen members from twelve (12) to ten (10) while retaining one (1) Common Council member for a total of eleven (11).

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Wausau hereby authorizes the Citizen Advisory Committee to consist of eleven (11) members in total, all of whom shall be appointed by the Mayor.

Approved:

Doug Diny, Mayor



TO: Public Health & Safety members

FROM: Tammy Stratz, Community Development Manager

RE: Citizens Advisory Committee

DATE: January 6, 2026

On September 12, 1989, City of Wausau's Public Health & Safety Committee recommended the designation of the Citizens Advisory Committee as the responsible committee for community development activities. (See attached resolution.) This committee assists with the annual development of Community Development Block Grant funding activities and with the development of the mandatory 5-Year Consolidated Plans for CDBG purposes. They make recommendations to City Council, through the Finance Committee, for annual allocation awards.

During the development of the Citizen Advisory Committee, the resolution did NOT dictate how many members should be part of this committee. Currently, the committee consists of thirteen (13) member seats of which twelve (12) are City of Wausau residents and one (1) is a City Alderperson. All are appointed by the Mayor.

For the past several years, it has been extremely difficult to keep all the seats filled. It seems as soon as we get all seats filled, someone asks to be removed, or they move out of the City making them no longer eligible. This makes meeting a quorum difficult at times. This past year we have had to reschedule meetings (one particular was a posted public hearing) due to not having a quorum. Currently we have three open seats.

On Monday, January 6, 2026, a Citizen's Advisory Committee meeting was held of which this topic was on the agenda to discuss. During this meeting, it was determined that if the committee be reduced to eleven (11) we would only need to find one citizen to complete the committee versus three. Therefore, staff is requesting a resolution be adopted which indicates the number of members for the Citizen Advisory Committee be ten citizens and one alderperson.

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.

CITY OF WAUSAU, WISCONSIN

A RESOLUTION of the Public Health & Safety
Committee designating the Citizen Advisory Committee
as the responsible committee for community develop-
ment activities.

FILE NO. 89-0919
Introduced 9-12-89
Referred
Reported Back
Adopted 9-12-89
Other

RESOLUTION

WHEREAS, the City of Wausau has been operating a Community Development Block Grant Program under the Housing and Community Development 'Act' of 1974, and

WHEREAS, it is the responsibility of local government to prepare and execute a community development program in accordance with the 'Act' and governing regulations, and

WHEREAS, the Citizen Advisory Committee on Community Development has planned and executed community development programs and related activities,

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

1. That the Citizen Advisory Committee on Community Development is designated the committee responsible for administering the Community Development Block Grant Program and other related community development and housing activities.
2. The Committee will consist of members, appointed by the Mayor and subject to confirmation by the Common Council and operate according to established procedures.
3. That the Common Council of the City of Wausau shall serve as the approving body for the Community Development Block Grant Program.

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CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee 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.

Committee Action: Approved 5-0

File Number: 92-0922

Date Introduced: January 27, 2026

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral:	YES ☒	NO ☐		
	Included in Budget:	YES ☐	NO ☐	Budget Source:	
	One-time Costs:	YES ☐	NO ☐	Amount:	
	Recurring Costs:	YES ☐	NO ☐	Amount:	
SOURCE	Fee Financed:	YES ☐	NO ☐	Amount:	
	Grant Financed:	YES ☐	NO ☐	Amount:	
	Debt Finance:	YES ☐	NO ☐	Amount:	Annual Retirement:
	TID Financed:	YES ☐	NO ☐	Amount:	
	TID Source:	Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐			

RESOLUTION

WHEREAS, the City and Wausau Flying Service, Inc. are parties to an Airport Fixed Base Operation ("FBO") Agreement dated August 24, 2016 and that First Amendment to Airport Fixed Base Operation Agreement dated June 1, 2022; and

WHEREAS, Wausau Flying Service, Inc. is interested in leasing a Jet A refueler truck which would require an amendment to the FBO Agreement because the City is to provide a refueler truck by the terms of the FBO Agreement; and

WHEREAS, your Finance Committee, at their January 13, 2026 meeting, discussed and recommended approving a second amendment to the FBO Agreement to allow Wausau Flying Service, Inc. and Phillips 66 to enter into a lease agreement for the lease of a Jet A refueler truck and to provide that the City would reimburse Wausau Flying Service, Inc. the monthly cost of the vehicle lease; and

WHEREAS, as the lease agreement will be lease to own, once purchased, the truck will become the property of the City.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Second Amendment to Airport Fixed Base Operation Agreement which is attached hereto and made a part hereof, and authorizes and directs the proper City officials to execute the Second Amendment.

Approved:

Doug Diny, Mayor

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:

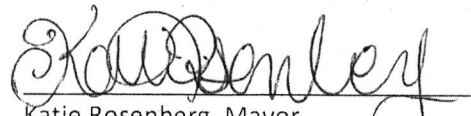
42. AMENDMENT. No waiver, amendment, or variation of the terms of this Agreement shall be valid unless in writing and signed by the City and FBO, and then only to the extent specifically set forth in writing.

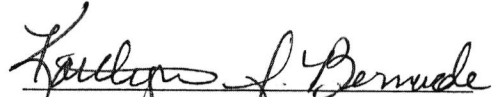
Except as amended hereby, the Original Agreement is not otherwise amended and remains in full force and effect.

[DOCUMENT CONTINUES ON NEXT PAGE]

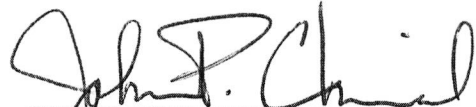
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

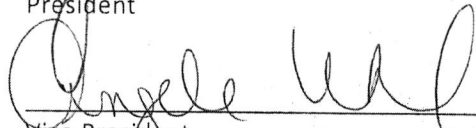
CITY OF WAUSAU BY:


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.

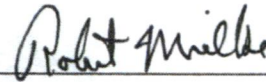
39. LAW. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.

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.

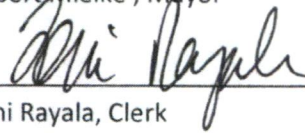
41. TERMINATION OF PRIOR AGREEMENT. Fixed based operator services are currently provided by FBO under a separate Airport Fixed Base Operation Agreement between the City and FBO dated March 20, 1998 and certain amendment(s) thereto for a term of twenty (20) years. Upon full execution of the instant Agreement 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

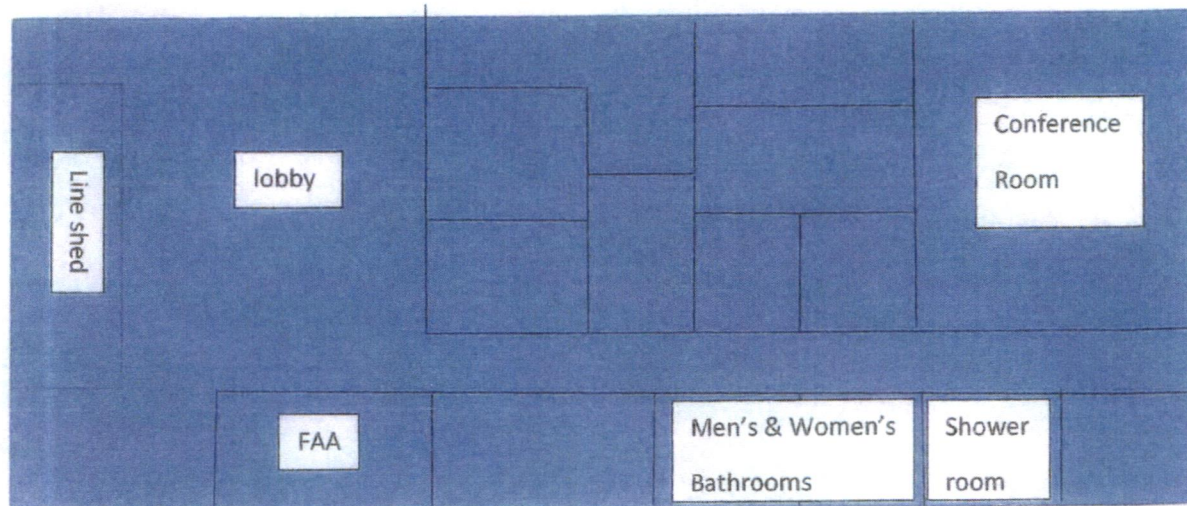
WAUSAU FLYING SERVICE, INC., BY:



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

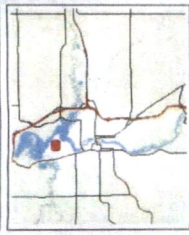
Floor Scrubber
Floor Scrubber Charger
White Tug

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

DPW Mapping System



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

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 disclaims accuracy in this reproduction and specifically 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

Notes

EXHIBIT C

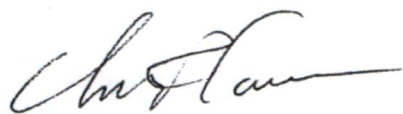
EXHIBIT D

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:

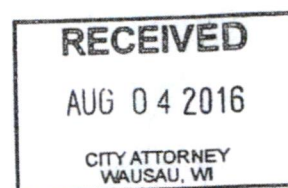
100% of shares of Wausau Flying Service, Inc. are duly owned by Charles P. Turner paid in full. Sale of said shares will be sold only in accordance with the bi laws outlined in corporate papers.

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



Name of Secretary

Aug 3, 2016
Date



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Infrastructure & Facilities Committee Approving Encroachment Easement with 201 Forest St, LLC for Ramp at 201 Forest Street.

Committee Action: Approved 5-0

File Number: 26-0116

Date Introduced: January 27, 2026

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral:	YES ☒	NO ☐	
	Included in Budget:	YES ☐	NO ☐	Budget Source:
	One-time Costs:	YES ☐	NO ☐	Amount:
	Recurring Costs:	YES ☐	NO ☐	Amount:
SOURCE	Fee Financed:	YES ☐	NO ☐	Amount:
	Grant Financed:	YES ☐	NO ☐	Amount:
	Debt Finance:	YES ☐	NO ☐	Amount: Annual Retirement:
	TID Financed:	YES ☐	NO ☐	Amount:
	TID Source:	Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the owner of 201 Forest Street, 201 Forest St, LLC, is remodeling their building for a bakery business; and

WHEREAS, the owner installed a sidewalk ramp on the north side of the building along Forest Street; and

WHEREAS, the City determined the ramp encroached into the city right-of-way; and

WHEREAS, the encroachment would require an easement to be executed; and

WHEREAS, your Infrastructure and Facilities Committee, at their January 8, 2026 meeting, discussed and recommended an encroachment easement be granted.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the attached encroachment easement with 201 Forest St, LLC and authorizes the proper City officials to execute the easement.

Approved:

Doug Diny, Mayor

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026 by and between the CITY OF WAUSAU, a municipal corporation, along with its successors and assigns, hereinafter referred to as “GRANTOR”, and 201 FOREST ST, LLC, a domestic limited liability company, “GRANTEE” for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrant to, Grantee, a non-exclusive permanent easement (the “Easement”) upon, within, beneath, over and across a part of Grantor’s land hereinafter referred to herein as “Easement Area” more particularly described in Exhibit A.

WITNESSETH:

WHEREAS, GRANTOR owns the property described in Exhibit A in the City of Wausau, and GRANTEE has requested that GRANTOR grant to them permission by easement to locate a sidewalk ramp within the right-of-way described in Exhibit A; and

WHEREAS, CITY is willing to permit this encroachment upon certain terms and conditions, including hold harmless and insurance provisions; and

WHEREAS, the area encompassed by this easement is described in Exhibit A.

NOW, THEREFORE, the parties hereto agree as follows:

1. The purpose of this easement is permit GRANTEE the perpetual right to enter upon the Easement Area to construct, install, maintain, repair, and replace a sidewalk ramp within the Easement Area adjacent to 201 Forest Street within the City of Wausau (“Grantee’s Facilities”). All GRANTOR’S right, title and interest in and to any existing ramp and related improvements with the Easement Area are hereby conveyed to GRANTEE.
2. GRANTEE shall locate, construct, install, inspect, maintain, repair, or replace GRANTEE’S Facilities within the Easement Area in as efficient a manner as possible so as to not interrupt or impede the existing use by GRANTOR and its tenants, and invitees of the GRANTOR’S property, and in accordance with all applicable federal, state, and local statutes, rules, regulations, and specifications. GRANTEE acknowledges that the Easement Area is anticipated to be operated as a sidewalk ramp which is not subject to modification by GRANTEE in any way without the prior written consent of GRANTOR. No buildings or structures except a sidewalk ramp shall be constructed upon or across the Easement Area, nor shall trees or shrubs be planted within the Easement Area.
3. GRANTEE shall maintain liability insurance coverage for their operations on and activities at their location including the easement area, which insurance shall be suitable to GRANTOR and in an amount not less than one million dollars. GRANTOR shall be named as an additional insured on the policy. GRANTEE shall increase these insurance limits upon request of the GRANTOR.
4. GRANTEE agrees to indemnify and hold harmless GRANTOR, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments,

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291.2907.362.0161

damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to GRANTEE'S and/or anyone else's operations, actions or omissions on the demised premises or on the adjacent premises owned by GRANTEE'S and/or as a result of and/or due to the presence of GRANTEE'S or anyone else on the demised premises or on any adjacent premises owned by GRANTEE and/or due to the existence of this agreement; specifically included within this indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

5. GRANTEE agrees to release GRANTOR, its employees, agents, officers and officials, whether appointed, hired or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to GRANTEE'S and/or anyone else's operations, actions or omissions on the demised premises or any adjacent premises owned by GRANTEE and/or as a result of and/or due to the presence of GRANTEE or anyone else on the demised premises or on any adjacent premises owned by GRANTEE and/or due to the existence of this agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
6. This agreement and all of its provisions, with the exception of the continuing insurance, hold harmless, and release provisions, which shall continue and survive as required by GRANTOR, shall terminate and become null and void, and the sidewalk ramp shall be removed by GRANTEE at their expense within thirty (30) days of notice by GRANTOR. Such removal can be ordered by GRANTOR, at its sole option, for any reason.
7. The terms of this agreement are transferrable by GRANTEE; however, GRANTOR must be given notice, in writing, of any transfer.

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

[Signatures on following page]

CITY OF WAUSAU BY:

201 FOREST ST, LLC BY:

Doug Diny, Mayor

Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2026, the above named Doug Diny, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2026, the above named_____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2026, the above named_____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant Street
Wausau, WI 54403-4783

EASEMENT DESCRIPTION

Part of the Forest Street right-of-way adjacent to Lot 13, Single's Addition, and adjacent to Certified Survey Map No. 4162 recorded in the Office of Register of Deeds for Marathon County in Volume 15 of Certified Survey Maps on Page 160, being part of Government Lot 1, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Certified Survey Map No. 4162, the point of beginning;

Thence S84°58'E, along the South right-of-way of Forest Street, 61.20 feet to the East line of said Certified Survey Map No. 4162; thence N04°50'35"E, along said East line extended Northerly, 2.5 feet; thence N84°58'W, parallel to said South right-of-way of Forest Street, approximately 61.2 feet to the East right-of-way of S. 2nd Street extended Northerly; thence S04°50'W, along said East line extended Northerly, 2.5 feet to said Northwest corner of said Certified Survey Map No. 4162, the point of beginning, said parcel containing approximately 153 square feet (0.0035 acres).



Engineering

DATE: January 8, 2026
TO: Infrastructure and Facilities Committee
SUBJECT: Encroachment permit for 201 Forest St LLC for ramp at 201 Forest St

PURPOSE

The purpose of this item is to determine if an encroachment permit should be given for the sidewalk ramp constructed in the right of way along Forest Street.

BACKGROUND

The building at 201 Forest Street is currently being remodeled. Engineering was on site performing a topographic survey on 2nd Street and Forest Street when it was discovered the walkway for the building was constructed in the right of way along Forest Street. In accordance with Section 12.44.040 of the Wausau Municipal Code, a permit in accordance with Section 5.63.030 is required.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval.



OFFICIAL MINUTES REGULAR MEETING

MEETING: Infrastructure & Facilities Committee
DATE/TIME: Thursday, January 8, 2026 at 5:15 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Chad Henke (C) Lou Larson (VC)
Tom Neal Sarah Watson
Michael Martens

Members Present: Chad Henke, Lou Larson, Tom Neal, Michael Martens, Sarah Watson
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

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

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

No one appeared for public comment.

2 Consent agenda.

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

December 11, 2025 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

4 Discussion and possible action.

a. Encroachment permit for 201 Forest St LLC for ramp at 201 Forest St

Engineers discovered this while doing a topographic survey on 2nd St, for reconstruction this year. With the building being remodeled, the ramp was out onto the right of way by about 2ft, the ramp comes out onto the sidewalk a little bit, so an encroachment permit approval would be needed to keep the ramp out in the right of way. Wesolowski did talk with the builder and the owner would like to keep the ramp there since it's already constructed. If approved by this committee, a legal description and encroachment document would be prepared before it goes to council. Martens voiced concerns about the space between the ramp and the light post being quite narrow. Is that an adequate width for bicycles, wheelchairs, or other assisting devices? Wesolowski stated that it still leaves about 4ft, which is a legal sidewalk width.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

b. Parking restrictions on the south side of Kickbusch St on the 1600 block

There is a map in the Agenda packet. This was brought to our attention by First Student bussing. When the buses exit the parking lot, if there are cars parked on the south side of Kickbusch, they have a hard time making that turn. First Student is requesting No Parking on the south side of Kickbusch to allow for their buses to make the turn out of that parking lot. Engineering does not have any issues with the request. It will be west of the crosswalk for about 75ft.

Motion by Alderperson Larson, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

c. Parking restrictions on West Eldred St from 3rd Ave to 4th Ave

A map is in the packet. Eldred St is almost like an alley between 3rd Ave to 4th Ave. Alder Rasmussen had requested that no parking be established on both sides of W Eldred St. Engineering does not have any issue with the parking restriction. All the lots on Eldred St do have parking available on either 3rd or 4th Ave. Larson supports this and item 4.d., because of how narrow Eldred St is and because it is a one-way street. Henke asked if letters were sent to residents making them aware of this meeting. Wesolowski stated that letters were sent to residents on the street, and he did not receive comments from anyone.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Parking restrictions on Eldred St from Cherry St to 1st Ave

The request is for No Parking from Nov. 1st - Apr. 1st. Eldred is a one-way street westbound. This section of Eldred is a little wider and that allows room for parking in summer. Engineering is recommending No Parking from Nov. 1st - Apr. 1st.

Motion by Alderperson Larson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

e. Parking restrictions on the south side of Strowbridge St from 2nd Ave to 3rd Ave

A map is included in the agenda packet to show this is another narrow street. Requested by Alder Rasmussen. Strowbridge is a one-way eastbound. On the north side, it is currently posted No Parking from Nov. 1st - Apr. 1st, posting the south side would keep it consistent with the rest of Strowbridge St. Since Strowbridge between 1st Ave and 2nd Ave is already posted No Parking Nov. 1st - Apr. 1st for both sides of the street, this would make it consistent for those two blocks.

Motion by Alderperson Neal, seconded by Alderperson Martens, to Approve. Motion Passed 5-0.

f. Parking restrictions on Greenfield Ave from Fernwood Dr to Summit Dr

Requested by Alder Rasmussen and a DPW plow truck driver, a map is included in the packet and pictures of what a plow driver typically encounters on Greenfield Ave. Recommendation from engineering is to post No Parking Nov. 1st - Apr. 1st, on the north (odd numbered) side. Letters were sent out like with the other streets. Two residents called Wesolowski. Kathy Hagenbucher — 709 Greenfield has no opposition to the parking restriction. Due to an issue with parties going on in the area and a lot of cars being parked on the streets, she recommends that anybody that has over 50 cars should get a permit. Wesolowski told her he would pass that along to this committee. An email was received from Nancy Jaecks - 718 Greenfield supporting parking on one side. She said it gets parked up, and she has a hard time getting out of her driveway. She was in support of eliminating parking on one side during the months requested. Engineering recommends approval of parking restrictions on the north side because corner lots can park on adjoining streets, creating less of an impact on residents. Neal expressed concern about the midpoint of Greenfield Ave with Beechwood Dr, what's the parking situation. Wesoloski stated there are no parking restrictions on Beechwood Dr and there were no complaints about parking on Beechwood Dr. There are parking restrictions on Fernwood Dr.

Motion by Alderperson Neal, seconded by Alderperson Larson, to Approve. Motion Passed 5-0.

5 Discussion.

a. Update on the railroad crossing gates on 17th Ave

Wesolowski reached out to the Office of the Commissioner of Railroads, and they stated they have looked at safety concerns. They do not have a decision yet, and they are continuing to

monitor. Wesoloski said his update is that they are not prepared to make a decision yet. Larson stated that this has been going on for over a year now and the email response seemed kind of generic, told him they are not really interested in it. Wesolowski said the comment was that they are going to continue to monitor the concern. Wesolowski will reply to the email they sent asking if they have a time frame for their decision, and bring it back as an update at the next meeting.

Henke, as long as we are on 17th Ave — the crosswalk that was approved last summer by the committee is in the budget for next year, he will expect to see that go in.

6 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion carried. Meeting adjourned at 05:32 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](#)



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





CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Common Council Designating May 03, 2026, as World Migratory Bird Day.

Committee Action: None

File Number: 11-0505

Date Introduced: January 27, 2026

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral:</i>	YES ☒	NO ☐		
	<i>Included in Budget:</i>	YES ☐	NO ☐	<i>Budget Source:</i>	
	<i>One-time Costs:</i>	YES ☐	NO ☐	<i>Amount:</i>	
	<i>Recurring Costs:</i>	YES ☐	NO ☐	<i>Amount:</i>	
SOURCE	<i>Fee Financed:</i>	YES ☐	NO ☐	<i>Amount:</i>	
	<i>Grant Financed:</i>	YES ☐	NO ☐	<i>Amount:</i>	
	<i>Debt Finance:</i>	YES ☐	NO ☐	<i>Amount:</i>	<i>Annual Retirement:</i>
	<i>TID Financed:</i>	YES ☐	NO ☐	<i>Amount:</i>	
	<i>TID Source:</i>	<i>Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>			

RESOLUTION

WHEREAS, let it be recognized that migratory birds are one of the most easily observed wildlife species; Their beauty and song have many rejoicings when spring arrives, and they return to our area; and

WHEREAS, the focus of World Migratory Bird Day (WMBD) 2026 is on “Every Bird Counts — Your Observations Matter” and how the things we humans do affect migratory birds; Here in Wausau, Wisconsin, there are over 300 different species of birds that can be seen; It is amazing to think of all the challenges they face during migration and when they arrive in our area; and

WHEREAS, the challenges caused by humans include habitat destruction, water degradation, light pollution, window strikes and cat predation to name a few; WMBD raises awareness of these threats with the intention of creating changes to help our birds; and

WHEREAS, migratory birds need our help locally and globally; Some things each of us can do range from easy to hard:

LOCALLY: keep you cat inside to stop the killing of over two billion birds, plant native plant species in your yard, educate yourself on how to treat your windows to stop birds from colliding, turn off unnecessary lights, research more ways to help

GLOBALLY: join and support organizations that protect habitat where our birds migrate to. Buy bird friendly coffee and chocolate; and

WHEREAS, since 1993 WMBD has been recognized by people at celebrations throughout the Americas; At these celebrations the public are involved and educated on ways to not only appreciate birds for their beauty but to take action on preserving and protecting Their Wisconsin Home.

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau, Wisconsin does hereby proclaim Sunday, May 03, 2026, as World Migratory Bird Day in the City of Wausau, and urges all citizens to celebrate this observance being held at the Marathon County Public Library – Wausau and to make changes to make cities safer for migratory birds.

Approved:

Doug Diny, Mayor

WORLD MIGRATORY BIRD DAY RESOLUTION 2026

Let it be recognized that migratory birds are one of the most easily observed wildlife species. Their beauty and song have many rejoicing when spring arrives and they return to our area.

The focus of World Migratory Bird Day (WMBD) **2026 is EVERY BIRD COUNTS YOUR OBSERVATIONS MATTER!**

Community or Citizen Science Takes Flight for WMD 2026. Focus will be educating everyone on how important their sighting are no matter how many or where.

The challenges to bird populations caused by humans include: habitat destruction, water degradation, light pollution, window strikes and cat predation to name a few. Data collected by each one of us contributes to build the scientific foundations to guide how to stop the negative trends. Policy can be changed when there is concrete proof of what is causing bird population decline.

By participating in Citizen Science observers strengthen their connection to nature and the birds in it. Being in nature while "bird watching for 20 minutes reduces one's cortisol, the stress hormone." (From Costco Connection May 2021.)

At the Wausau Bird Club's WMBD 2026 event participants of all ages will be able to learn how to use binoculars to see birds up close. Also, all will be invited to join the club in the many bird counts the club does throughout the year all of which share the data for Citizen Science. Many bird apps allow the user to automatically download their sightings to science groups such as the Cornell Lab of Ornithology. Instructions on how to use these apps will be given. So please come to learn how to help reduce bird population decline by becoming a **CITIZEN SCIENTIST!**

Since 1993 WMBD has been recognized by people at celebrations throughout the Americas. At these celebrations the public is involved and educated on ways to not only to appreciate birds for their beauty but to take action on preserving and protecting **THEIR WISCONSIN HOMES!**

NOW THEREFORE I, Doug Diny, Mayor
of the city of Wausau, Wisconsin, do hereby proclaim

SATURDAY MAY 2nd 2026

AS

WORLD MIGRATORY BIRD DAY

in the city of Wausau, and I urge all citizens to celebrate this observance being held at **MARATHON COUNTY PUBLIC LIBRARY - WAUSAU** and to make changes to make cities safer for our migratory birds.

Dated this 16 day of Jan in the year 2026
Signed Doug Diny Title Mayor

WORLD MIGRATORY BIRD DAY 2026



**Every Bird Counts
Your Observations Matter**



World Migratory Bird Day

Community Science Takes Flight for World Migratory Bird Day 2026

Environment for the Americas is excited to join our global partners in announcing the World Migratory Bird Day 2026 theme:

Every Bird Counts - Your Observations Matter.

The campaign highlights the essential role of community science in conserving migratory birds. From backyard sightings to coordinated surveys, millions of observations help track migration routes, population trends, and habitat changes across the world's flyways. These contributions build the scientific foundation needed to guide conservation actions and policy decisions at every scale.

By taking part in community science, people strengthen their connection to nature and help protect the birds that connect our hemispheres. The 2026 celebration also aligns with the sixtieth anniversary of the International Waterbird Census, a moment to recognize decades of global collaboration. We invite everyone to participate in bird counts, monitoring programs, and local events throughout the year as we work together to tell the story of the flyways and support migratory birds.

Every bird counts!

Join us in sharing the theme for 2026!