



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Public Health & Safety Committee
DATE/TIME: Monday, March 16, 2026 at 5:15 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Lisa Rasmussen (C) Lou Larson (VC)
Becky McElhaney Sarah Watson
Carol Lukens

CANCELED

- 1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.**
- 2 Consideration of the minutes of the preceding meeting(s).**
February 16, 2026 Regular Public Health & Safety Committee Minutes
- 3 Discussion and possible action.**
 - a. Approval or denial of various license applications.
 - b. Repealing and recreating Wausau Municipal Code Chapter 6.44 Solid Waste Disposal.
 - c. Approving Residential Solid Waste and Recycling Service Agreement with Harter’s Fox Valley Disposal LLC.
 - d. Repealing Wausau Municipal Code Section 10.01.012 Use of Hand-Held Mobile Telephones and Mobile Electronic Devices While Driving Prohibited.
 - e. Approving Memorandum of Understanding between the City of Wausau and the Midwest Renewable Energy Association (MREA) to partner in the operation of the Grow Solar Central Wisconsin Group Buy Program.
- 4 Discussion.**
 - a. Wausau Fire Department 2025 Annual Report.
 - b. Tavern Activities Report from February 2026.
 - c. Community Outreach Update.
- 5 Adjournment.**

Lisa Rasmussen, Chair

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

DATE: 03/13/2026
TIME: 2:30 PM
POSTED BY: Kody Hart



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

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



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





OFFICIAL MINUTES
REGULAR MEETING

MEETING: Public Health & Safety Committee
DATE/TIME: Monday, February 16, 2026 at 5:15 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Lisa Rasmussen Lou Larson (VC)
(C)
Becky McElhaney Sarah Watson
Carol Lukens

Members Present: Lisa Rasmussen, Lou Larson, Becky McElhaney , Sarah Watson, Carol Lukens
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 05:15 PM.

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

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

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

January 19, 2026 Regular Public Health & Safety Committee Meeting

February 10, 2026 Special Public Health & Safety Committee Meeting

3 Discussion and possible action.

a. Approval or denial of various license applications.

Rasmussen stated Mitchell Schmelzter, Dwaine Hammons II, Terry French, Brandon Weix, and Donald Alsteen applicant for New Bartender/Operator New License, Renewal Public Transport Driver License, and New Public Transport Driver License respectively, did not appear to appeal the denial recommendation.

Rasmussen stated Theodore Davis and Johanna Gregory, applicants for New Bartender/Operator New License, appeared to appeal the denial recommendation.

Rasmussen stated the applicant that appeared to appeal the denial recommendations could communicate with the City Clerk to submit evidence of rehabilitation to distribute to the Chief of Police and the committee to have the recommendation overturned. It was stated that a recommendation based on that communication would come at the next committee meeting.

Larson stated concerns with the parklet application from Westside Diner & Lounge due to the positioning of the request on Quaw Street and how busy traffic is coming off 3rd Avenue.

Watson stated that both sides of Quaw Street has existing parking concerns and adding a parklet could introduce more issues with parking in that area.

Rasmussen stated a preference for allowing the owner to come before the committee to discuss the concerns of the committee further prior to denying the license outright. Rasmussen requested the City Clerk reach out to the owners to invite the applicant to the committee.

Motion by Lukens, seconded by Watson, to approve or deny license as recommended by staff with the exception of Theodore Davis, Johanna Gregory, and the parklet request for Westside Diner & Lounge. Motion Passed 5-0.

- b. Relocating Wards 17, 18, 19, 20 (District 7 & 8) to a New Polling Site in 2026.

Watson questioned if this was due to construction occurring at the previous polling location. It was stated this was due to the construction at the previous location, but the Clerk is looking into other locations for the poll site of these districts. Watson stated people should come forward with ideas of possible poll site locations.

Lukens questioned if the previous Northcentral Technical College Alternative High School was a possible consideration for a poll site.

Motion by Larson, seconded by Watson, to approve movement of the polling site. Motion Passed 5-0.

- c. Consider request granting a 90-day extension to open for business for good cause for Vendao Craft Beer located at 209 Grant Street, Onora Hotels LLC., agent Juan Casarrubias

Motion by Larson, seconded by Watson, to approve the extension. Motion Passed 5-0.

4 Discussion.

- a. Wausau Fire Department Quarter 4 2025 Report.

Report placed on file.

- b. Tavern Activities Report from December 2025.

Report placed on file.

- c. Tavern Activities Report from January 2026.

Report placed on file.

- d. Community Outreach Update.

Watson requested data from Catholic Charities or for a representative from that organization to appear before the committee to give a better picture of the entire situation in the city. It was further requested if a representative from Bridge Street Mission should come to the next committee meeting to discuss the transition of people from the Wausau/Marathon County Shelter into the Bridge Street Mission shelter once it opens.

Report placed on file.

5 Adjournment.

Motion by Lukens, seconded by Watson, to adjourn. Motion carried. Meeting adjourned at 05:53 PM.

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



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





City Clerk

DATE: March 16, 2026
TO: Public Health & Safety Committee
SUBJECT: Approval or denial of various license applications.

PURPOSE

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

BACKGROUND

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

RECOMMENDATION

Approval Recommendation - Parket:

- **Westsider Diner & Lounge** located at 628 N. 3rd Avenue, license applicant 628 Diner LLC, agent Tyler Vogt.

Denial Recommendation - New Bartender/Operator License:

- **Theodore Davis** – This application is recommended for denial due to registered sex offender registration and conviction for sex registry violation in 2006.
- **Johanna Gregory** – This application is recommended for denial due to possession of cocaine with intent in 2017, neglecting a child in 2019, falsely present non-controlled substances in 2019, OWI 2nd Offense in 2020, disorderly conduct in 2022, battery and resisting an officer in 2024.

Approval Recommendation - Speical Event Class I License:

- **Chalkfest** located at the 400 Block on June 27 and 28, 2026, from 8:00 AM to 10:00 PM, license applicant Wausau Events, Brooklyn Hess.
- **Concerts on the Square** located at the 400 Block on June 3, 10, 17, 24, July 1, 8, 15, 22, 29, August 5, 12, 26, 2026, from 6:00 PM to 8:00 PM, license applicant Wausau Events, Brooklyn Hess.
- **Wings Over Wausau** located at the Wausau Downtown Airport on June 26, 27 and 28, 2026, from 4:00 PM to 10:00 PM and 11:00 AM to 10:00 PM, license applicant Wausau

Events, Brooklyn Hess.

- **Memorial Day Parade** located from Trinity Lutheran Church to River Drive on May 23, 2026, from 10:00 AM to 12:30 PM, license applicant City of Wausau Veterans Committee, John Pellegrino.

Approval Recommendation – Special Event Class II License:

- **Hope on the Block** located at the 400 Block on June 4, 2026, from 5:00 PM to 10:00 PM, license applicant Hope Life Center, Justin Novitski.
- **Jazz on the River** located at Kickbusch Plaza on July 19, 26, August 2, 9, 16, 2026, from 5:00 PM to 7:00 PM, license applicant The River Valley Jazz Society, Peter Weinschenk.

Pending Recommendations – “Class B” Beer & Liquor Reserve License:

- **Oasis Arcade** located at 102 Jefferson Street, license applicant TMS Entertainment and Distribution LLC, Thomas Powers. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting.

Pending Recommendations – “Class B” Beer & Liquor License:

- **Whiskey River Bar & Grill** located at 5512 Stewart Avenue, license applicant 5512 Stewart Avenue LLC, Robert Lamovec. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting.

Approval Recommendation - Temporary "Class B" Picnic License:

- **Wings Over Wausau** located at at the Wausau Downtown Airport on June 26, 27 and 28, 2026, from 4:00 PM to 10:00 PM and 11:00 AM to 10:00 PM, license applicant Wausau Events, agent Peter Valiska.

Approval Recommendation – Change of Agent for a “Class A” Beer & Liquor License:

- **R-Store #4474** located at 2300 Grand Avenue, license applicant GPM Southeast LLC., Amanda Minta as successor agent.
- **R-Store #4475** located at 103 N. 6th Street, license applicant GPM Southeast LLC., Amanda Minta as successor agent.
- **R-Store #4476** located at 2007 Stewart Avenue, license applicant GPM Southeast LLC., Amanda Minta as successor agent.
- **R-Store #4477** located at 1511 N. 3rd Street, license applicant GPM Southeast LLC., Amanda Minta as successor agent.
- **R-Store #4495** located at 2601 N. 20th Avenue, license applicant GPM Southeast LLC., Amanda Minta as successor agent.



PHS Date 03/16/2026

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
226922	9010 - Bartender/Operator New	DAVIS, THEODORE	3732 TROY ST #5 WAUSAU WI 54403		EMERALD NIGHT CLUB	07/01/2025	06/30/2026	No	No	
227018	9010 - Bartender/Operator New	GREGORY, JOHANNA	908 1/2 S 4TH AVE WAUSAU WI 54401		VARIOUS	07/01/2025	06/30/2026	No	No	
227856	9026 - Class I	HESS, BROOKLYN	316 SCOTT STREET WAUSAU WI 54403	2026 CHALKFEST on 06/27/2026 - 06/28/2026 Organized by WAUSAU EVENTS						
227857	9026 - Class I	HESS, BROOKLYN	316 SCOTT STREET WAUSAU WI 54403	2026 CONCERTS ON THE SQUARE on 6/3, 6/10, 6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 8/26 Organized by WAUSAU EVENTS						
227858	9026 - Class I	HESS, BROOKLYN	316 SCOTT STREET WAUSAU WI 54403	2026 WINGS OVER WAUSAU on 06/26, 06/27, 06/28/2026 Organized by WAUSAU EVENTS						
227782	9026 - Class I	PELLEGRINO, JOHN	2315 GRAND AVE, #2 WAUSAU WI 54403	2026 MEMORIAL DAY PARADE on 05/23/2026 Organized by CITY OF WAUSAU VETERANS COMMITTEE						



PHS Date 03/16/2026

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
228024	9027 - Class II	NOVITSKI, JUSTIN	330 GRAND AVE STE 100 WAUSAU WI 54403	HOPE ON THE BLOCK on 06/04/2026 Organized by HOPE LIFE CENTER						
227983	9027 - Class II	WEINSCHENK, PETER	625 N 4TH ST EDGAR WI 54426	JAZZ ON THE RIVER on 7/19, 7/26, 8/2, 8/9, 8/16 2026 Organized by THR RIVER VALLEY JAZZ SOCIETY						
228108	9064 - "Class B" Beer & Liquor	LAMOVEC, ROBERT	223895 LAKESHORE DRIVE WAUSAU WI 54401		WHISKEY RIVER BAR & GRILL			Yes		
228035	9068 - "Class B" Beer & Liquor Reserve	POWERS, THOMAS	809 RICHEY STREET ROTHSCHILD WI 54474		OASIS ARCADE			Yes		
227859	9069 - Temporary "Class B" (Picnic)	VALISKA, PETER	940 GARDNER PARK RD MOSINEE WI 54455		WAUSAU EVENTS					
211697	9061 - "Class A" Beer & Liquor		2300 GRAND AVE WAUSAU WI 54403	CHANGE OF AGENT TO AMANDA R. MINTA	RSTORE #4474					
211705	9061 - "Class A" Beer & Liquor		103 N 6TH ST WAUSAU WI 54403	CHANGE OF AGENT TO AMANDA R. MINTA	RSTORE #4475					
211685	9061 - "Class A" Beer & Liquor		2007 STEWART AVE WAUSAU WI 544401	CHANGE OF AGENT TO AMANDA R. MINTA	RSTORE #4476					



PHS Date 03/16/2026

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
211683	9061 - "Class A" Beer & Liquor		1511 N 3RD ST WAUSAU WI 54403	CHANGE OF AGENT TO AMANDA R. MINTA	RSTORE #4477					
211700	9061 - "Class A" Beer & Liquor		2601 N 20TH AVE WAUSAU WI 54401	CHANGE OF AGENT TO AMANDA R. MINTA	RSTORE #4495					
	PARKLET		628 N 3RD AVE WAUSAU WI 54401		WESTSIDER DINER & LOUNGE					

Total Licenses

17



City Attorney
Vincent Bonino, Assistant City Attorney

DATE: March 16, 2026
TO: Public Health & Safety Committee
SUBJECT: 90-1136 Repealing and recreating Wausau Municipal Code Chapter 6.44 Solid Waste Disposal.

PURPOSE

Update City of Wausau, Municipal Code Ch. 6.44 to comply with the recent changes to the effective recycling program (Wis. Admin. Ch NR 544), prior to the changes to Wis. Admin. Ch. NR 544 taking effect on July 1, 2026.

BACKGROUND

The Wisconsin Department of Natural Resources (the "Department") amended Wis. Admin. Code Ch. NR 544 to correct, clarify, and modernize the requirements for effective recycling programs. These changes require the City to update its solid waste ordinance to maintain compliance. To assist municipalities, the Department published a model ordinance containing the necessary sections to comply with the changes to Wis. Admin. Code Ch. NR 544.

RECOMMENDATION

Approval.

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

ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE	
Repealing and recreating Chapter 6.44 Solid Waste Disposal	
Committee Action: Approved _____	Ordinance Number:
Fiscal Impact: None	
File Number: 90-1136	Date Introduced:

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

Section 1. That Chapter 6.44 Solid Waste Disposal is hereby repealed and recreated to read as follows:

6.44.010 Definitions.

The following words, terms, and phrases, when used in this Chapter shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Bi-metal container means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

Bulk items means discarded residential items that are heavier than 50 pounds in weight, or are otherwise not able to fit within an approved empty cart. Such items include but are not limited to furniture, chairs, couches, tables, mattresses, box springs, carpeting/padding, snow blowers, push and riding lawn mowers, disassembled outdoor play equipment, large toys, bicycles, and fish aquariums.

Cart means that wheeled, rollout receptacle provided by the City or collector for the collection of residential solid waste and the collection of recyclables. Carts for collection of residential solid waste shall be distinguished from carts for recyclables by lid color. The cart body color is universal for all carts.

Collector means the person, firm or corporation specifically authorized by the Common Council to collect recyclables and residential solid waste from residential units located within the City.

Container Board means corrugated paperboard used in the manufacture of shipping containers and related products.

Curbside means a location that is within three feet of the curb and on the paved surface of the public or private road, within the resident drive approach or along the alley way or placed as close to the roadway or alleyway as practicable without interfering with

or endangering the movement of vehicles or pedestrians and at least four feet away from obstructions; or, such other location designated by collector as a result of alleyways or other tight spaces, the number of carts to be placed for collection are too great for the available area, or access to a residential unit or cart by contractor's equipment may be impractical or infeasible.

Department means Wisconsin Department of Natural Resources.

Electronic devices means any of the following devices as defined in Wis. Stat. § 287.07(5), including but not limited to facsimile machines, digital video players, video cassette recorders, televisions, consumer computers, consumer printers, and telephones.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfied one of the following criteria:

- a) Is designed for serving food or beverages.
- b) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- c) Consists of rigid materials shaped to hold and cushion the package article in a shipping container.

Glass container means a glass bottle, jar, or other packaging container used to contain a product that is subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.

HDPE means high density polyethylene, labeled by SPI code #2.

Holiday means New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day.

LDPE means low density polyethylene, labeled by the SPI code #4.

Magazines means magazines and other materials printed on similar paper,

Major appliances includes but is not limited to residential or commercial air conditioners, clothes dryers, clothes washers, dishwashers, freezers, refrigerators, microwave ovens, stoves, ovens, furnaces, boilers, dehumidifiers, and water heaters.

Medical waste has the meaning given in Wis. Admin. Code NR § 500.03(143).

Newspaper means a newspaper or other materials printed on newsprint.

Nonresidential property means any property that is not a residential unit.

Office paper means high grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

Other resins or *multiple resins* mean plastic resins labeled by the SPI code #7.

Pallet means a small, low, portable platform which is intended for, or on which goods are placed for storage or moving.

Person includes any individual, corporation, partnership, association, local government unit as defined in Wis. Stat. § 66.0131(1)(a), state agency or authority, or federal agency.

PETE or *PET* means polyethylene terephthalate, labeled by the SPI code #1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar, or carton, exempt for a blister pack, that is originally used to contain a product that is subject of retail sale.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stat. § 291.01(7), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stat. § 289.01(17).

PP means polypropylene, labeled by the SPI code #5.

PS means polystyrene, labeled by the SPI code #6.

PVC means polyvinyl chloride, labeled by the SPI code #3. *Residential unit* means the following dwelling units located within the City of Wausau: single family detached dwellings; each unit of a duplex, triplex, or fourplex; mobile homes; residential condominium units located in a structure which contains not more than eight residential dwelling units; and, a single family dwelling unit located within or attached to a building which contains not more than one commercial use and not more than one single family dwelling unit. Residential multi-family dwellings of five or more units other than the foregoing described residential condominium units are excluded. Single family dwelling units contained in or attached to any building or located on a single lot of real property which houses more than one residential unit and more than one commercial use, or any other use, are also excluded.

Residential solid waste means all normal domestic household garbage and rubbish generated by a residential unit including but not limited to all kitchen and table food waste, animal or vegetative waste attendant with or that results from the storage, preparation, cooking or handling of food materials, paper, rags, cardboard, cartons, wood, rubber, crockery, glassware, metallic ware, sweepings, or other similar wastes. Residential solid waste shall also include during the month of January, Christmas trees cut into four-foot lengths. Residential solid waste excludes unacceptable waste.

Recyclable materials include lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper and other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

Sharps collection station means a drop-off site for home generated sharps operated in compliance with Wis. Admin. Code NR § 526.09(5).

Solid waste means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded or salvageable materials, including solid, liquid, semisolid, or contained gaseous materials resulting from industrial, commercial, mining, and agricultural operations, and from community

activities. “Solid waste” does not include solids or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Wis. Stat. Ch. 283, slag generated by the production or processing of iron or steel and that is managed as an item of value in a controlled manner and is not discarded, source material, as defined in Wis. Stat. § 254.31 (10), special nuclear material, as defined in Wis. Stat. § 254.31 (11), or by-product material, as defined in Wis. Stat. § 254.31 (1). “Solid waste” does not include post-use plastics or nonrecycled feedstock that are processed at a pyrolysis or gasification facility; that are held at a pyrolysis or gasification facility, prior to processing at the facility where they are being held, to ensure that production is not interrupted; or that are held off site before delivery to a pyrolysis or gasification facility with the intent that they will be processed at a pyrolysis or gasification facility

Solid waste facility means a facility for solid waste treatment, solid waste storage, or solid waste disposal, and includes commercial, industrial, municipal, state, and federal establishments or operations such as, without limitation because of enumeration, sanitary landfills, dumps, land disposal sites, incinerators, transfer stations, storage facilities, collection and transportation services, and processing, treatment, and recovery facilities. “Solid waste facility” includes the land where the facility is located. “Solid waste facility” does not include a facility for the processing of scrap iron, steel, or nonferrous metal using large machines to produce a principal product of scrap metal for sale or use for remelting purposes. “Solid waste facility” does not include a facility which uses large machines to sort, grade, compact, or bale clean wastepaper, fibers, or plastics, not mixed with other solid waste, for sale or use for recycling purposes. “Solid waste facility” does not include an auto junk yard or scrap metal salvage yard. “Solid waste facility” does not include a pyrolysis facility or a gasification facility.

Solid waste treatment means any method, technique, or process which is designed to change the physical, chemical, or biological character or composition of solid waste.

Unacceptable waste means hazardous waste as defined in Wis. Stat. § 291.05(1), (2) or (4); all materials or items prohibited from disposal or incineration at a solid waste disposal facility pursuant to Wis. Stat. § 287.07 including but not limited to waste tires, lead acid batteries, remodeling or demolition materials, new construction debris, concrete, bricks, paving materials, and soil; large tree debris, stumps, and shrubs with intact root balls; and, electronic devices.

Waste tires means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means solid waste consisting of solely vegetative matter resulting from landscaping maintenance such as leaves, grass clippings, yard and garden debris and brush including clean woody vegetative materials no greater than six inches in diameter. Yard waste excludes stumps, roots or shrubs with intact root balls.

6.44.020 Collection.

- (a) *Residential units.* Residential solid waste shall be collected not less than once per week from all residential units according to a schedule set by the Collector and approved by the City. If a scheduled collection day falls on a

Holiday, collection shall be made on the following business day or as provided by in a schedule published by the Collector in the Wausau Daily Herald in advance of the Holiday. Recyclables shall be collected at least once every two weeks on the same day scheduled for collection of residential solid Waste. Collection shall not commence before 5:45 a.m.

- (b) *Nonresidential Property.* The City shall not be responsible for or provide collection services for any solid waste, recyclables, or other waste that accumulates in or upon Nonresidential Property and the owners thereof must arrange for the collection and disposition of solid waste, recyclables, or other waste at their expense. Such persons, or persons they hire, shall collect, transport and dispose of such wastes as provided by City ordinances and in accordance with other health and sanitary regulations pertaining to nuisances. collection services shall be provided only for residential units and as provided in this Chapter.
- (c) *Refusal of service.* The City or collector may refuse to furnish collection service for residential solid waste or recyclables to any person not complying and refusing to comply with this chapter and the rules and regulations promulgated by the City for the collection and disposal of residential solid waste or recyclables. Any person from whom service for the collection of residential solid waste or recyclables is withdrawn by the collector or City for failure to comply with the rules and regulations, and who as a result has residential solid waste or recyclables on his/her premises and which creates public or health nuisance under chapter 9.24, may be prosecuted under any ordinances of the City regulating the same.
- (d) *Special services.* Any waste collection requiring special services, such as bulk items, major appliances, yard waste, and electronic devices, or collection requiring more than the one cart provided and designated by the City or collector for each of recyclables or residential solid waste, shall be requested by the owner or occupant of a residential unit directly from the collector. Services for such waste collection rendered shall be at the discretion of the collector. A schedule of rates charged by collector for such special services may be obtained from collector or the City Clerk. The Occupant or owner of a residential unit requesting such service shall be billed directly by the collector and may be required at the discretion of the collector.
- (e) *Containment.* No person shall place any residential sold waste or recyclables at curbside for collection that is not contained within the proper cart with the sole exception, that during the month of January, Christmas trees cut into four-foot lengths may be placed at curbside.

6.44.030 Separation.

- (a) Occupants of Residential Units shall separate the following materials from Postconsumer Waste:

- (1) Lead acid batteries.
 - (2) Major appliances.
 - (3) Waste oil
 - (4) Yard waste.
 - (5) Aluminum containers.
 - (6) Bi-metal containers.
 - (7) Corrugated paper or other container board.
 - (8) Foam polystyrene packaging.
 - (9) Glass containers.
 - (10) Magazines.
 - (11) Newspaper.
 - (12) Office paper.
 - (13) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins.
 - (14) Steel containers.
 - (15) Waste tires.
- (b) The separation requires of subsection (a) above does not apply to the following:
- (1) Residential Units that send their postconsumer waste to a processing facility licensed by the Department that recovers the materials specified in subsection (a) above from solid waste in as pure a form as is technically feasible.
 - (2) Solid Waste which is burned as supplement fuel at a facility if less than 30% of the heat input to the facility is derived from the solid waste burned as supplement fuel.
 - (3) A recyclable material specified in subsection (a)(5) through (15), above for which a variance has been granted by the Department under Wis. Stat. § 287.11(2m) or Wis. Admin. Code § NR 544.14.
- (c) It shall be the duty of every owner and occupant of a residential unit and owners and occupants of all nonresidential property to place residential solid waste and recyclables in the proper container or cart(s). All residential solid waste shall be placed by the owner or occupant of a residential unit into the cart provided and designated by the City or collector for such purposes. Recyclables shall be placed by the owner or occupant of a residential unit into the cart provided and designated by the City or collector for such purposes. No residential solid waste shall be placed in the cart for recyclables, and no recyclables shall be placed in the cart designated for residential solid waste; such mixed wastes shall not be collected by the

collector. Owners and occupants of nonresidential buildings or property shall not place solid waste in the same container as that used for recyclables, nor shall owners and occupants of nonresidential buildings or property place recyclables in the same container as that used for solid waste; such mixed wastes shall not be collected, transported or disposed of by any person.

- (d) Notwithstanding any provisions to the contrary in this chapter, every occupant of a residential unit is required to separate yard waste from recyclables and residential solid waste that is placed for collection at curbside by the City or collector. All yard waste so separated shall be deposited at the City's designated yard waste collection site or composted or otherwise disposed of by the owner of the property. No yard waste shall be mixed with any residential solid waste or recyclables which are placed for collection at curbside by the City or its collector.
- (e) No person shall deposit brush or Yard Waste at any City Yard Waste collection site other than during the posted hours of operation of that site.
- (f) No person shall deposit any residential solid waste, solid waste, recyclables, or any other waste other than yard waste produced by the owner or occupant of a residential unit at a City yard waste collection site. No persons, firm or corporation that is not the owner or occupant of a residential unit within the City or occupant of a residential unit within a governmental unit that contracts with the City for use of the yard waste site shall deposit yard waste at a City yard waste collection site, unless the yard waste is generated at a residential unit within the City or occupant of a residential unit within a governmental unit that contracts with the City for use of the yard waste site. All residents are required to obtain a vehicle sticker to use the yard waste site. This sticker will be issued, free of charge, upon verification of residency and will only be accepted as access to the site if adhered to the upper driver-side corner of the front windshield. The sticker will be made available at designated City departments. Each residential unit is eligible for no more than two stickers. Fees will be assessed to contractors using the yard waste site as provided in section 3.40.010(a).
- (g) It shall be mandatory for all persons to separate recyclables from the nonrecyclable residential solid waste or solid waste collected by either the City's collector or a private licensed hauler, in the case of nonresidential buildings or property. All Recyclables by be accumulated by occupants or owners at residential units within the single cart provided by the City or collector for recyclables without separation or sorting of recyclables according to type.

6.44.040 Solid waste containers.

- (a) *Nonresidential units.* Each and every owner of a nonresidential building or property shall provide and renew when necessary a sufficient number of containers to hold solid waste and recyclables which are of substantial construction, have tight fitting covers and strong handles on the outside, and which shall be watertight and fly-proof. All containers shall be maintained

by the owner and occupant in a good, clean and sanitary condition. Any defective container having ragged or sharp edges or other defects that might injure or hamper the person collecting the waste must be replaced immediately by a new container. Any defective container, when used, may be confiscated by the City or the collector

- (b) *Residential units.* Carts for the collection of residential solid waste and recyclables shall be provided to each residential unit by the City or collector. Each residential unit shall be provided one, 65 gallon (or the nearest equivalent depending upon the manufacturer) residential solid waste cart and one, 95 gallon (or the nearest equivalent depending upon the manufacturer) recyclables cart. Each owner and occupant of a residential unit shall properly use and safeguard carts and maintain and keep the carts in good condition, ordinary wear and tear excepted. The owner or occupant of a residential unit shall be charged \$75.00 per cart for the replacement of any cart if replacement is required as a result of abuse, misuse, damage, fire or theft. All carts are the property of the collector and shall not be removed from the residential unit served by such carts.
- (c) *Residential unit cart exchange.* No owner or occupant of a residential unit shall be permitted to exchange carts for a different size for 90 days after initial delivery of carts to a residential unit; thereafter owners or occupants of a residential unit are limited to one change per year. The owner or occupant requesting a change in cart size shall pay collector a fee of \$25.00. Residential units electing a 95 gallon residential solid waste cart shall be required to pay directly to collector an additional \$25.00 annual fee.
- (d) *Additional residential carts.* Owners or occupants of a residential unit may request additional carts only after the expiration of 90 days after the initial delivery of carts to a residential unit. Requests for additional carts shall be made directly to collector. Owners and occupants of residential units requesting additional carts shall make arrangements for collection from such additional carts directly from collector and shall be billed by and pay the collection rates for such additional cart collection and the cost for any additional carts directly to collector. A schedule of rates charged by collector may be obtained from collector or the City Clerk.
- (e) *Location of waste containers on property.* No carts or other waste containers of any type shall be located at any time in any front yards except in compliance with section 6.44.060. For purposes of this section "front yard" means that portion of a property between the dwelling structure and the adjoining street and extending the full length of the lot between the side lot lines. The property owner, occupant or other person in charge of the property shall be responsible for violations of this section.

6.44.050 Draining and preparing residential solid waste and recyclables for collection.

- (a) Before placing any residential solid waste or recyclables in a cart for collection, every occupant of a residential unit shall drain the residential

solid waste or recyclables free of water or other liquid and keep it free of food, product residue, oil or grease, so that the carts shall contain relatively dry packages of residential solid waste and recyclables. It shall be the responsibility of every occupant of a residential unit and nonresidential property to keep carts and other waste containers and their contents dry and free from rainwater and snow.

- (b) Except as otherwise directed by the Public Works Director, occupants of Residential Units shall do the following for the preparation and collection of the separated materials specified in section 6.44.030(a)(5) through (15):
 - (1) Aluminum containers shall be rinsed free of product residue. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - (2) Bi-metal containers shall be rinsed free of product residue. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - (3) Corrugated paper or other container board shall be free of debris. The containers shall be flattened, placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - (4) Foam polystyrene packaging shall be rinsed free of product residue. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - (5) Glass containers shall be rinsed free of product residue, lids and metal rings removed and discarded in regular garbage. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - (6) Magazines shall be free of debris, placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - (7) Newspaper shall be free of debris, placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - (8) Office paper shall be free of debris, placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - (9) Rigid plastic containers shall be prepared and collected as follows:
 - i. Plastic containers made of PETE, labeled by the SPI code #1, but including only soda and clear liquor bottles, shall be rinsed free of product residue and caps shall be removed and discarded in the regular garbage. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - ii. Plastic containers made of HDPE, labeled by the SPI code #2, but including only milk, mild detergent and water bottles, shall be 8 Updated 10/14/2025 rinsed free of product residue

and caps shall be removed and discarded in the regular garbage. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.

- iii. Plastic containers made of PVC, labeled by the SPI code #3, shall be rinsed free of product residue and caps shall be removed and discarded in the regular garbage. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - iv. Plastic containers made of LDPE, labeled by the SPI code #4, shall be rinsed free of product residue and caps shall be removed and discarded in the regular garbage. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - v. Plastic containers made of PP, labeled by the SPI code #5, shall be rinsed free of product residue and caps shall be removed and discarded in the regular garbage. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - vi. Plastic containers made of PS, labeled by the SPI code #6, shall be rinsed free of product residue and caps shall be removed and discarded in the regular garbage. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
 - vii. Plastic containers made of other resins or multiple resins, shall be rinsed free of product residue and caps shall be removed and discarded in the regular garbage. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
- (10) Steel containers shall be rinsed free of product residue. The containers shall be placed in the approved recycling Cart and placed upon the curb on the day designated for collection.
- (11) Waste tires shall be returned to retail stores.

6.44.060 Management of Lead Acid Batteries, Major Appliances, Waste Oil and Yard Waste.

Occupants of Residential Units and Nonresidential Property shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:

- (a) Lead acid batteries shall be returned to retail stores or dropped off at the collector for a fee.
- (b) Major appliances shall be returned to retail stores, dropped off at the collector for a fee, or arrange curbside pickup with the collector for a fee.

- (c) Waste oil shall be returned to retail stores.
- (d) Yard waste shall be dropped off at the City's yard waste site located at 105 E. Chellis Street or arrange curbside pickup with the collector for a fee.

6.44.070 Location of carts for collection.

Carts shall be set out at the curbside by residential unit owners, occupants, or other persons in charge of the residential unit, or as may be otherwise directed by the City, or by the collector. Any cart not placed at curbside on the day designated for collection by the City or collector will not be collected. During the winter months, the owner, occupant, or other person in charge of a residential unit shall provide a travel way to the carts which is free of snow. Carts shall not be placed out at curbside prior to 3:00 p.m. of the day prior to the collection day, and the carts shall not be left at curbside after 11:00 a.m. of the day after the collection day. The property owner, occupant, or person in charge of the residential unit shall be responsible for violations of this section.

6.44.080 Certain disposal and removal prohibited.

- (a) *Dumping solid waste and yard waste.* No person shall rake, deposit, throw, place or leave any residential solid waste, solid waste or yard waste upon any highway, street, court, lane, alley or other public way, park, vacant lot, yard, body of water or any other place except in an appropriate cart in the case of residential units or other appropriate solid waste or recyclables container in the case of nonresidential buildings or property, or at the City's designated yard waste site herein required for those purposes.

No person shall deposit and leave any residential or commercial waste material in any waste receptacle or other area in any park.

- (b) *Unlawful removal.* No person shall upset or turn over the contents of any cart, or in the case of a nonresidential building or property, any other waste container, located on any street, alley or other public place. No person, except a collector, shall place into or remove any recyclables, residential solid waste, or solid waste from any cart or waste containers without the consent of the occupant, owner or lessee of the premises; and no person, except a collector, shall place into or remove any recyclables, residential solid waste or solid waste from a cart, or in the case of a nonresidential building or property, any other waste container, which has been set out at Curbside or other collection point designated by a collector or the City.
- (c) *Unlawful deposit.* No person shall bring recyclables, residential solid waste, solid waste, yard waste or noncollectible materials, as listed in section 6.44.090, into the City for the purpose of collection or disposal.
- (d) This section shall not prohibit bulk item and other materials from being properly set out for City authorized annual collections by owners or occupants to include spring cleanup and fall leaf pickup, nor shall it prohibit

persons from composting yard waste on property of which they are the owner and/or occupant.

- (e) *No burning or disposal.* No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any recyclables or other items prohibited by Wis. Stat. § 287.07.

6.44.085 Improper storage of furniture.

No person shall place and allow to remain exposed to the elements, whether outdoors or within an unenclosed porch or similar area, any chair, sofa, bed, table or other related or similar furniture, which is not designed and intended for outdoor use and which is thereby readily susceptible to deterioration or which thereby provides a harborage for rodents. This section shall not apply to furniture which is unused and placed outside as refuse for collection and disposal.

6.44.090 Noncollectible materials.

- (a) No person shall set the following materials out for collection:
 - (1) Nonseparated waste which is a mixture of any two or more of the four types of wastes, recyclables, residential solid waste, solid waste and yard waste;
 - (2) Unacceptable waste;
 - (3) Tires;
 - (4) Major appliances;
 - (5) Electronic devices;
 - (6) Yard waste which shall be disposed of as provided in section 6.44.060(d);
 - (7) Large furniture items such as mattresses, chairs, couches, tables;
 - (8) Hazardous and toxic waste;
 - (9) Trees and stumps, roots or shrubs with intact root balls;
 - (10) Paint;
 - (11) Flammable liquids;
 - (12) Explosives;
 - (13) Chemicals;
 - (14) Carcasses;
 - (15) Medical waste, except home-generated sharps which shall be deposited at a designated sharps collection station;
 - (16) Automotive parts or accessories;
 - (17) Metal.

- (b) These materials shall be disposed of by the property owner, occupant of the property, or other person in charge of the property by contacting a licensed hauler of the specified item or as otherwise provided by law.
- (c) The property owner, occupant of the property, or other person in charge of such property shall be responsible for violations of this section.

6.44.100 Prohibitions on Disposal of Recyclable Materials Separated for Recycling.

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Section 6.44.030(a)(5) through (15) which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

6.44.110 Responsibilities of Owners of Multiple-Family Residential Units.

Owners or their designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in Section 6.44.030(a)(5) through (15):

- (a) Provide adequate, separate containers for the recycling program established in compliance with this chapter. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:
 - (1) The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.
 - (2) The ratio of trash container volume to recycling container volume is at most 2:1.
 - (3) An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.
- (b) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
- (c) Provide for the collection of materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
- (d) Notify tenants which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.
- (e) The requirements specified in subsection (a) above do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department that recovers for recycling the materials specified Section 6.44.030(a)(5) through (15) from solid waste in as pure a form as is technically feasible.

6.44.120 Responsibilities of Owners of Nonresidential Properties.

Owners or occupants of nonresidential buildings or property shall provide separate containers for the disposal of both solid waste and recyclables, sufficient to avoid overflow during the time between collection of materials and delivery to a solid waste facility or recycling facility.

- (a) Owners or designated agents of Nonresidential Properties shall do all of the following to recycle the materials specified in Section 6.44.030(a)(5) through (15):
 - (1) Provide adequate, separate containers for the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.
 - (2) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.
 - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants, and occupants and the delivery of the materials to a recycling facility.
 - (4) Notify users, tenants, and occupants which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.
- (b) The requirements specified in subsection (4) above do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department that recovers for recycling the materials specified Section 6.44.030(a)(5) through (15) from solid waste in as pure a form as is technically feasible.

6.44.130 Storing of refuse.

- (a) Any accumulation of recyclables, residential solid waste, solid waste, landscaping materials, pallets, bulk items, yard waste, or noncollectible materials as defined in section 6.44.080, on any premises in the City is prohibited and declared to be a nuisance under this chapter. Additionally, storing lumber openly on the premises is prohibited without a current building permit.
- (b) The premises owner, occupant of the premises, or other person in charge of such premises shall be responsible for any violations of this section and is subject to the penalties provided in section 6.44.100.
- (c) In addition to the penalties in section 6.44.100, the owner of the premises is responsible for removal of any accumulation of recyclables, residential solid waste, solid waste, landscaping materials, pallets, bulk items, yard waste, or noncollectible materials as defined in section 6.44080, and upon

failure to remove such materials after written notice from the County Health Officer or his/her designee or the Chief of the Fire Department or his/her designee or Chief Inspector/Zoning Administrator or his/her designee, the City will cause the removal of the accumulation and assess the charges for such removal to the owner(s) of the premises where the accumulation occurred.

6.44.140 Enforcement and penalties.

- (a) For the purpose of ascertaining compliance with the provisions of this chapter, any authorized officer, employee or representative of the City of Wausau, may inspect recyclable materials, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling facilities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the City of Wausau who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.
- (b) Any person who violates a provision of this chapter may be issued a citation by the City of Wausau to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.
- (c) Penalties for violating this chapter may be assessed as follows:
 - (1) Any person who violates sections 6.44.020(b), (c), (d), (e), 6.44.030, 6.44.110, or 6.44.120 may be required to forfeit \$50.00 for a first violation, \$200.00 for a second violation, and not more than \$2,000.00 for a third or subsequent violation.
 - (2) Any person who violates a provision of this chapter, except sections 6.44.020(b), (c), (d), (e), 6.44.030, 6.44.110, or 6.44.120 may be required to forfeit not less than \$10.00 nor more than \$1,000.00 for each violation.
 - (3) The forfeiture and penalties provided herein shall not be construed as prohibiting other methods of enforcing this chapter including, but not limited to, injunctions and other forms of relief available to the City.

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:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

6.44.010 - Definitions.

As used in this chapter:

Bulk items means discarded residential items that are heavier than 50 pounds in weight, or are otherwise not able to fit within an approved empty cart. Such items include but are not limited to furniture, chairs, couches, tables, mattresses, box springs, carpeting/padding, snow blowers, push and riding lawn mowers, disassembled outdoor play equipment, large toys, bicycles, and fish aquariums.

Cart means that wheeled, rollout receptacle provided by the City or collector for the collection of residential solid waste and the collection of recyclables. Carts for collection of residential solid waste shall be distinguished from carts for recyclables by lid color. The cart body color is universal for all carts.

Collector means the person, firm or corporation specifically authorized by the Common Council to collect recyclables and residential solid waste from residential units located within the City.

Curbside means a location that is within three feet of the curb and on the paved surface of the public or private road, within the resident drive approach or along the alley way or placed as close to the roadway or alleyway as practicable without interfering with or endangering the movement of vehicles or pedestrians and at least four feet away from obstructions; or, such other location designated by collector as a result of alleyways or other tight spaces, the number of carts to be placed for collection are too great for the available area, or access to a residential unit or cart by contractor's equipment may be impractical or infeasible.

Electronic devices means any of the following devices as defined in Wis. Stats. § 287.07(5), including but not limited to facsimile machines, digital video players, video cassette recorders, televisions, consumer computers, consumer printers, and telephones.

Holiday means New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day.

Major appliances includes but is not limited to residential or commercial air conditioners, clothes dryers, clothes washers, dishwashers, freezers, refrigerators, microwave ovens, stoves, ovens, furnaces, boilers, dehumidifiers, and water heaters.

Medical waste has the meaning giving in Wis. Admin. Code NR § 500.03(143).

Nonresidential buildings or property means any property that is not a residential unit.

Pallet means a small, low, portable platform which is intended for, or on which goods are placed for storage or moving.

Residential unit means the following dwelling units located within the City of Wausau: single family detached dwellings; each unit of a duplex, triplex, or fourplex; mobile homes; residential condominium units located in a structure which contains not more than eight residential dwelling units; and, a single family dwelling unit located within or attached to a building which contains not more than one commercial use and not more than one single family dwelling unit. Residential multi-family dwellings of five or more units other than the foregoing described residential condominium units are excluded. Single family dwelling units contained in or attached to any building or located on a single lot of real property which houses more than one residential unit and more than one commercial use, or any other use, are also excluded. (Ord. 61-5696 §1, 2016; Ord. 61-5682 §1, 2015, File No. 90-1136)

Residential solid waste means all normal domestic household garbage and rubbish generated by a residential unit including but not limited to all kitchen and table food waste, animal or vegetative waste attendant with or that results from the storage, preparation, cooking or handling of food materials, paper, rags, cardboard, cartons, wood, rubber, crockery, glassware, metallic ware, sweepings, or other similar wastes. Residential solid waste shall also include during the month of January, Christmas trees cut into four-foot lengths. Residential solid waste excludes unacceptable waste.

Recyclables means those materials collected for beneficial reuse or remanufacturing, including but not limited to plastic containers labeled 1—7; HDPE containers; PET containers; glass, aluminum, and steel containers; containers for carbonated or malt beverages primarily made of a combination of steel and aluminum; corrugated cardboard or other container board; newspaper or other material printed on similar paper; magazines or other material printed on similar paper; office paper; foam polystyrene packaging and aseptic containers.

Sharps collection station means a drop-off site for home generated sharps operated in compliance with Wis. Admin. Code NR § 526.09(5).

Solid waste means that garbage and rubbish generated by nonresidential buildings or property including but not limited to all kitchen and table food waste, animal or vegetative waste attendant with or that results from the storage, preparation, cooking or handling of food materials, paper, rags, cardboard, cartons, wood, rubber, crockery, glassware, metallic ware, sweepings, or other similar wastes.

Unacceptable waste means hazardous waste as defined in Wis. Stats. § 291.05(1), (2) or (4); all materials or items prohibited from disposal or incineration at a solid waste disposal facility pursuant to Wis. Stats. § 287.07 including but not limited to waste tires, lead acid batteries, remodeling or demolition materials, new construction debris, concrete, bricks, paving materials, and soil; large tree debris, stumps, and shrubs with intact root balls; and, electronic devices.

Yard waste means solid waste consisting of solely vegetative matter resulting from landscaping maintenance such as leaves, grass clippings, yard and garden debris and brush including clean woody vegetative materials no greater than six inches in diameter. Yard waste excludes stumps, roots or shrubs

with intact root balls.

(Ord. 61-5675 §1, 2015, File No. 90-1136; Ord. 61-5463 §1, 2011, File No. 11-0106, Ord. 61-5058 §1, 2000; Ord. 61-4874 §1(part), 1994.)

6.44.020 - Collection.

- (a) *Residential units.* Residential solid waste shall be collected not less than once per week from all residential units according to a schedule set or approved by the City. If a scheduled collection day falls on a Holiday, collection shall be made on the following business day or as provided by in a schedule published by the collector in the Wausau Daily Herald in advance of the Holiday. Recyclables shall be collected at least once every two weeks on the same day scheduled for collection of residential solid Waste. Collection shall not commence before 5:45 a.m.
- (b) *Nonresidential buildings or property.*
 - (1) The City shall not be responsible for or provide collection services for any solid waste, recyclables or other waste that accumulates in or upon nonresidential building or property and the owners thereof must arrange for the collection and disposition of solid waste, recyclables, or other waste at their expense. Such persons, or persons they hire, shall collect, transport and dispose of such wastes as provided by City ordinances and in accordance with other health and sanitary regulations pertaining to nuisances. Collection services shall be provided only for residential units and as provided in this chapter.
 - (2) Owners or occupants of nonresidential buildings or property shall provide adequate separate containers for the disposal of both solid waste and recyclables.
 - (3) Owners shall regularly notify the users, tenants or other occupants of the premises of nonresidential buildings and properties, including employees, agents and customers, of the City recycling requirements and other requirements of this chapter.
- (c) *Refusal of service.* The City or collector may refuse to furnish collection service for residential solid waste or recyclables to any person not complying and refusing to comply with this chapter and the rules and regulations promulgated by the City for the collection and disposal of residential solid waste or recyclables. Any person from whom service for the collection of residential solid waste or recyclables is withdrawn by the collector or City for failure to comply with the rules and regulations, and who as a result has residential solid waste or recyclables on his/her premises and which creates public or health nuisance under chapter 9.24, may be prosecuted under any ordinances of the City regulating the same.
- (d) *Special services.* Any waste collection requiring special services, such as bulk items, major appliances, yard waste, and electronic devices, or collection requiring more than the one cart provided and designated by the City or collector for each of recyclables or residential solid waste, shall be requested by the owner or occupant of a residential unit directly from the collector.

Services for such waste collection rendered shall be at the discretion of the collector. A schedule of rates charged by collector for such special services may be obtained from collector or the City Clerk. The Occupant or owner of a residential unit requesting such service shall be billed directly by the collector and may be required at the discretion of the collector.

- (e) *Unacceptable waste.* No person shall place unacceptable waste out for collection by the City or collector, or a private licensed hauler, in the case of nonresidential buildings or property.
- (f) *Containment.* No person shall place any residential solid waste or recyclables at curbside for collection that is not contained within the proper cart with the sole exception, that during the month of January, Christmas trees cut into four-foot lengths may be placed at curbside.

(Ord. 61-5675 §2, 2015; Ord. 61-5058 §2, 2000; Ord. 61-4874 §1(part), 1994.)

6.44.030 - Separation.

- (a) It shall be the duty of every owner and occupant of a residential unit and owners and occupants of all nonresidential buildings and property to place residential solid waste and recyclables in the proper container or cart(s). All residential solid waste shall be placed by the owner or occupant of a residential unit into the cart provided and designated by the City or collector for such purposes. Recyclables shall be placed by the owner or occupant of a residential unit into the cart provided and designated by the City or collector for such purposes. No residential solid waste shall be placed in the cart for recyclables and no recyclables shall be placed in the cart designated for residential solid waste; such mixed wastes shall not be collected by the collector. Owners and occupants of nonresidential buildings or property shall not place solid waste in the same container as that used for recyclables, nor shall owners and occupants of nonresidential buildings or property place recyclables in the same container as that used for solid waste; such mixed wastes shall not be collected, transported or disposed of by any person.
- (b) Notwithstanding any provisions to the contrary in this chapter, every occupant of a residential unit is required to separate yard waste from recyclables and residential solid waste that is placed for collection at curbside by the City or collector. All yard waste so separated shall be deposited at the City's designated yard waste collection site or composted or otherwise disposed of by the owner of the property. No yard waste shall be mixed with any residential solid waste or recyclables which are placed for collection at curbside by the City or its collector.
- (c) No person shall deposit brush or Yard Waste at any City Yard Waste collection site other than during the posted hours of operation of that site.
- (d) No person shall deposit any residential solid waste, solid waste, recyclables, or any other waste other than yard waste produced by the owner or occupant of a residential unit at a City yard waste collection site. No persons, firm or corporation that is not the owner or occupant of a residential unit within the City or occupant of a residential unit within a governmental unit that contracts with the City for use of the yard waste site shall deposit yard waste at a City yard waste

collection site, unless the yard waste is generated at a residential unit within the City or occupant of a residential unit within a governmental unit that contracts with the City for use of the yard waste site. All residents are required to obtain a vehicle sticker to use the yard waste site. This sticker will be issued, free of charge, upon verification of residency and will only be accepted as access to the site if adhered to the upper driver-side corner of the front windshield. The sticker will be made available at designated City departments. Each residential unit is eligible for no more than two stickers. Fees will be assessed to contractors using the yard waste site as provided in section 3.40.010(a).

- (e) It shall be mandatory for all persons to separate recyclables from the nonrecyclable residential solid waste or solid waste collected by either the City's collector or a private licensed hauler, in the case of nonresidential buildings or property. All Recyclables by be accumulated by occupants or owners at residential units within the single cart provided by the City or collector for recyclables without separation or sorting of recyclables according to type.

(Ord. 61-5675 §3, 2015, File No. 90-1136; Ord. 61-5605 §15(part), 2014; Ord. 61-5279 §1, 2006, File No. 05-0634; Ord. 61-5058 §3, 2000; Ord. 61-4874 §1(part), 1994.)

6.44.040 - Solid waste containers.

- (a) *Nonresidential units.* Each and every owner of a nonresidential building or property shall provide and renew when necessary a sufficient number of containers to hold solid waste and recyclables which are of substantial construction, have tight fitting covers and strong handles on the outside, and which shall be watertight and fly-proof. All containers shall be maintained by the owner and occupant in a good, clean and sanitary condition. Any defective container having ragged or sharp edges or other defects that might injure or hamper the person collecting the waste must be replaced immediately by a new container. Any defective container, when used, may be confiscated by the City or the collector. (Ord. 61-5415 §1, 2009, File No. 90-1136)
- (b) *Residential units.* Carts for the collection of residential solid waste and recyclables shall be provided to each residential unit by the City or collector. Each residential unit shall be provided one, 65 gallon (or the nearest equivalent depending upon the manufacturer) residential solid waste cart and one, 95 gallon (or the nearest equivalent depending upon the manufacturer) recyclables cart. Each owner and occupant of a residential unit shall properly use and safeguard carts and maintain and keep the carts in good condition, ordinary wear and tear excepted. The owner or occupant of a residential unit shall be charged \$75.00 per cart for the replacement of any cart if replacement is required as a result of abuse, misuse, damage, fire or theft. All carts are the property of the collector and shall not be removed from the residential unit served by such carts.

(c)

Residential unit cart exchange. No owner or occupant of a residential unit shall be permitted to exchange carts for a different size for 90 days after initial delivery of carts to a residential unit; thereafter owners or occupants of a residential unit are limited to one change per year. The owner or occupant requesting a change in cart size shall pay collector a fee of \$25.00. Residential units electing a 95 gallon residential solid waste cart shall be required to pay directly to collector an additional \$25.00 annual fee.

- (d) *Additional residential carts.* Owners or occupants of a residential unit may request additional carts only after the expiration of 90 days after the initial delivery of carts to a residential unit. Requests for additional carts shall be made directly to collector. Owners and occupants of residential units requesting additional carts shall make arrangements for collection from such additional carts directly from collector and shall be billed by and pay the collection rates for such additional cart collection and the cost for any additional carts directly to collector. A schedule of rates charged by collector may be obtained from collector or the City Clerk.
- (e) *Location of waste containers on property.* No carts or other waste containers of any type shall be located at any time in any front yards except in compliance with section 6.44.060. For purposes of this section "front yard" means that portion of a property between the dwelling structure and the adjoining street and extending the full length of the lot between the side lot lines. The property owner, occupant or other person in charge of the property shall be responsible for violations of this section.

(Ord. 61-5675 §4, 2015; Ord. 61-5629 §1, 2014; Ord. 61-5616 §4(part), 2014; Ord. 61-5605 §16(part), 2014; Ord. 61-4874 §1(part), 1994.)

6.44.050 - Draining and wrapping residential solid waste.

Before placing any residential solid waste or recyclables in a cart for collection, every occupant of a residential unit shall drain the residential solid waste or recyclables free of water or other liquid so that the carts shall contain relatively dry packages of residential solid waste and recyclables. It shall be the responsibility of every occupant of a residential unit and nonresidential building and property to keep carts and other waste containers and their contents dry and free from rainwater and snow.

(Ord. 61-5675 §5, 2015; Ord. 61-4874 §1(part), 1994.)

6.44.060 - Location of carts for collection.

Carts shall be set out at the curbside by residential unit owners, occupants, or other persons in charge of the residential unit, or as may be otherwise directed by the City, or by the collector. Any cart not placed at curbside on the day designated for collection by the City or collector will not be collected. During the winter months, the owner, occupant, or other person in charge of a residential unit shall provide a travel way to the carts which is free of snow. Carts shall not be placed out at curbside prior to 3:00 p.m. of the day prior to the

collection day, and the carts shall not be left at curbside after 11:00 a.m. of the day after the collection day. The property owner, occupant, or person in charge of the residential unit shall be responsible for violations of this section.

(Ord. 61-5675 §6, 2015; Ord. 61-5630 §1, 2014; Ord. 61-5616 §5(part), 2014; Ord. 61-4874 §1(part), 1994.)

6.44.070 - Certain disposal and removal prohibited.

- (a) *Dumping solid waste and yard waste.* No person shall rake, deposit, throw, place or leave any residential solid waste, solid waste or yard waste upon any highway, street, court, lane, alley or other public way, park, vacant lot, yard, body of water or any other place except in an appropriate cart in the case of residential units or other appropriate solid waste or recyclables container in the case of nonresidential buildings or property, or at the City's designated yard waste site herein required for those purposes.

No person shall deposit and leave any residential or commercial waste material in any waste receptacle or other area in any park.

- (b) *Unlawful removal.* No person shall upset or turn over the contents of any cart, or in the case of a nonresidential building or property, any other waste container, located on any street, alley or other public place. No person, except a collector, shall place into or remove any recyclables, residential solid waste, or solid waste from any cart or waste containers without the consent of the occupant, owner or lessee of the premises; and no person, except a collector, shall place into or remove any recyclables, residential solid waste or solid waste from a cart, or in the case of a nonresidential building or property, any other waste container, which has been set out at Curbside or other collection point designated by a collector or the City.
- (c) *Unlawful deposit.* No person shall bring recyclables, residential solid waste, solid waste, yard waste or noncollectible materials, as listed in section 6.44.080, into the City for the purpose of collection or disposal. Penalties for violations of this section shall be as provided in section 6.44.110 of this chapter.
- (d) This section shall not prohibit bulk item and other materials from being properly set out for City authorized annual collections by owners or occupants to include spring cleanup and fall leaf pickup, nor shall it prohibit persons from composting yard waste on property of which they are the owner and/or occupant.
- (e) *No burning or disposal.* No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any recyclables or other items prohibited by Wis. Stats. § 287.07.

(Ord. 61-5675 §7, 2015; Ord. 61-5058 §4, 2000; Ord. 61-4874 §1(part), 1994.)

6.44.075 - Improper storage of furniture.

No person shall place and allow to remain exposed to the elements, whether outdoors or within an unenclosed porch or similar area, any chair, sofa, bed, table or other related or similar furniture, which is not designed and intended for outdoor use and which is thereby readily susceptible to deterioration or which thereby provides a harborage for rodents. This section shall not apply to furniture which is unused and placed outside as refuse for collection and disposal.

(Ord. 61-5058 §4, 2000; Ord. 61-4881 §1, 1994.)

6.44.080 - Noncollectible materials.

(a) No person shall set the following materials out for collection:

- (1) Nonseparated waste which is a mixture of any two or more of the four types of wastes, recyclables, residential solid waste, solid waste and yard waste;
- (2) Unacceptable waste;
- (3) Tires;
- (4) Major appliances;
- (5) Electronic devices;
- (6) Yard waste which shall be disposed of as provided in section 6.44.030(b);
- (7) Large furniture items such as mattresses, chairs, couches, tables;
- (8) Hazardous and toxic waste;
- (9) Trees and stumps, roots or shrubs with intact root balls;
- (10) Paint;
- (11) Flammable liquids;
- (12) Explosives;
- (13) Chemicals;
- (14) Carcasses;
- (15) Medical waste, except home-generated sharps which shall be deposited at a designated sharps collection station as defined in section 6.44.010(30);
- (16) Automotive parts or accessories;
- (17) Metal.

(b) These materials shall be disposed of by the property owner, occupant of the property, or other person in charge of the property by contacting a licensed hauler of the specified item or as otherwise provided by law.

(c) The property owner, occupant of the property, or other person in charge of such property shall be responsible for violations of this section.

(Ord. 61-5675 §8, 2015; Ord. 61-5616 §6 (part), 2014; Ord. 61-5508 §1, 2012; Ord. 61-5058 §5, 2000; Ord. 61-4874 §1(part), 1994.)

6.44.090 - Storing of refuse.

- (a) Any accumulation of recyclables, residential solid waste, solid waste, landscaping materials, pallets, bulk items, yard waste, or noncollectible materials as defined in section 6.44.080, on any premises in the City is prohibited and declared to be a nuisance under this chapter. Additionally, storing lumber openly on the premises is prohibited without a current building permit.
- (b) The premises owner, occupant of the premises, or other person in charge of such premises shall be responsible for any violations of this section and is subject to the penalties provided in section 6.44.100.
- (c) In addition to the penalties in section 6.44.100, the owner of the premises is responsible for removal of any accumulation of recyclables, residential solid waste, solid waste, landscaping materials, pallets, bulk items, yard waste, or noncollectible materials as defined in section 6.44080, and upon failure to remove such materials after written notice from the County Health Officer or his/her designee or the Chief of the Fire Department or his/her designee or Chief Inspector/Zoning Administrator or his/her designee, the City will cause the removal of the accumulation and assess the charges for such removal to the owner(s) of the premises where the accumulation occurred.

(Ord. 61-5675 §9, 2015; Ord. 61-5616 §7(part), 2014; Ord. 61-5509 §1, 2012; Ord. 61-4874 §1(part), 1994.)

6.44.100 - Enforcement and penalties.

- (a) For the purpose of ascertaining compliance with the provisions of this chapter, any authorized officer, employee or representative of the City of Wausau, may inspect recyclable materials, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling facilities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the City of Wausau who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.
- (b) Any person who violates a provision of this chapter may be issued a citation by the City of Wausau to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.

(c) Penalties for violating this chapter may be assessed as follows:

- (1) Any person who violates section 6.44.020(b), (c), (d), (e), or section 6.44.030(e) may be required to forfeit \$50.00 for a first violation, \$200.00 for a second violation, and not more than \$2,000.00 for a third or subsequent violation.
- (2) Any person who violates a provision of this chapter, except section 6.44.020(b), (c), (d), (e) or section 6.44.030(e) may be required to forfeit not less than \$10.00 nor more than \$1,000.00 for each violation.
- (3) The forfeiture and penalties provided herein shall not be construed as prohibiting other methods of enforcing this chapter including, but not limited to, injunctions and other forms of relief available to the City.

(Ord. 61-5675 §10, 2015; Ord. 61-5616 §8-9 (part), 2014; Ord. 61-4874 §1(part), 1994; Ord. 61-4874 §1(part), 1994.)



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Vincent R. Bonino
Assistant City Attorney

STAFF MEMO

TO: Finance Committee Members

FROM: Vincent R. Bonino, Assistant City Attorney

VB

DATE: March 2, 2026

RE: Residential Solid Waste and Recycling Service Agreement

Purpose:

An Agreement with Harter's Fox Valley Disposal LLC ("Harter's") for solid waste and recycling collection services.

Background:

The City currently has a Residential Solid Waste and Recycling Service Agreement with Harter's, which expires March 31, 2026. In anticipation of Agreement's expiration, the City made a request for proposals for solid waste and recyclable collection services. Upon review of the submitted proposals, the City awarded Harter's the contract and directed City staff to enter into negotiations with Harter's to establish the terms of the new agreement. The Agreement presented herein is the result of those negotiations and reflects the mutually agreed upon terms for Harter's to continue to provide residential solid waste and recycling services.

Recommendation:

Approval.

RESIDENTIAL SOLID WASTE AND RECYCLING SERVICE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2026, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as "City" and Harter's Fox Valley Disposal LLC, hereinafter referred to as "Contractor."

WHEREAS, City provides residential solid waste and recyclable collection services to its citizens and Contractor is in the business of providing such residential solid waste and recyclable collection services; and

WHEREAS, the granting of an exclusive Agreement to a private company for the collection, transportation, and disposal of solid waste and recyclables is a valid function of City authority to act for the government and good order of the City; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which Contractor shall have an exclusive Agreement for the period of time specified herein for the collection of solid waste and recyclables; and,

WHEREAS, the City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste and recyclable collection and for the compensation as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Definitions. For purposes of this Agreement the definitions of City of Wausau, WI, Ord. § 6.44.010 are hereby adopted and incorporated by reference as amended from time to time.

2.0. Services Provided. Contractor shall collect and dispose of Residential Solid Waste and Recyclables from every Residential Unit located within the City in an efficient manner with emphasis on providing quality customer service to the residents of the City of Wausau. Contractor shall also collect and dispose of Solid Waste and Recyclables from City Facilities. Title to Residential Solid Waste, Solid Waste, and Recyclables shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

2.1. Residential Solid Waste. Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Unit at Curbside one (1) time per week. All Residential Solid Waste collected by Contractor shall be delivered to Wisconsin DNR licensed and approved landfill. The rates paid to Contractor for such collection is as set forth in Section 6 below.

2.2. Recyclables. Contractor shall collect Single Stream Recyclables that are timely placed in a Cart from each Residential Unit at Curbside biweekly on the same day as Residential Solid Waste collection. Contractor shall collect Single Stream Recyclables from City Facilities on the days and as provided in the schedule set forth on Exhibit 1. Contractor shall cause the delivery of all Recyclables to a Department licensed and self-certified material recovery facility. The rates paid to Contractor for such collection is as set forth in Section 6 below.

2.3. Solid Waste at City Facilities. Contractor shall collect Solid Waste from City Facilities according to the schedule set forth on Exhibit 1. Rates for Solid Waste collection and Recyclables from City Facilities for the initial year of this Agreement shall be as set forth on Exhibit 2. The rates paid to Contractor for such collection shall escalate on April 1 of each year thereafter by not more than the CPI for the Midwest Region All Items index. The City shall be invoiced monthly for such services with the invoice detailing each specific facility location and cost. The City may amend Exhibit 1 from time to time by providing Contractor 30 days' written notice stating which facilities are to be added or removed from Exhibit 1. Any amendment shall become effective upon the expiration of the 30 days' notice. Prior to the effective date of the amended Exhibit 1, Contractor shall update Exhibit 2 to reflect any corresponding changes in costs for facilities or locations added or removed.

2.3.1. Downtown Public Refuse and Recycling. Contractor shall collect Solid Waste from the City containers located within the Westside Business District and the Eastside Downtown District (the "Downtown Districts") as identified on Exhibit X. Rates for Solid Waste collection from for the initial year of this Agreement shall be as set forth on Exhibit 2. The rates paid to Contractor for such collection shall escalate on April 1 of each year thereafter by not more than the CPI for the Midwest Region All Items Index. The City shall be invoiced monthly for such services.

2.4. Collections.

2.4.1. Time. Collection of Residential Solid Waste and Recyclables shall begin no earlier than 5:45 a.m. and shall be completed no later than 6:00 p.m. Collection shall be performed Monday through Friday and only on Saturday in the event Contractor is responding to a complaint at a Residential Unit, extraordinary weather conditions, or Holiday adjustments.

2.4.2. Holidays. The following legal holidays shall be observed by the Contractor ("Holiday"): New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day. During the week of a Holiday, if the normally scheduled collection day falls on or after the Holiday, the Contractor shall provide collection services on the next business day.

2.4.3. Manner of Collection. Contractor shall make collections with minimal noise and disturbance. Contractor shall ensure that no Solid Waste, Residential Solid Waste, or Recyclable spilled during the collection process or any containers or Carts are left or scattered on any property, public or private, to include any lawn, drive, boulevard, street, alley or roadway.

2.4.4 Delay of Collection. In the event of weather conditions, equipment failure, or other causes that delay or necessitate a change of collection schedule, the Contractor shall notify the City of Wausau, Director of Public Works within thirty (30) minutes of its determination that such delay or schedule change will occur.

2.5. Collection Routes; Modifications. Contractor shall provide the City within thirty (30) days of execution of this Agreement a collection schedule and route plan for services provided under this Agreement. Such schedule and route plan shall be subject to the approval of the City, which approval shall not be unreasonably withheld. Contractor shall, at no additional expense to City, notify all Residential Units within the collection area of any change in the days of collection, including those changes occurring as a result of a Holiday, such notification being made pursuant to advance publication by display ad in the *Wausau Daily Herald*. At least thirty (30) days prior to Contractor issuing a notice of schedule or route change, said notice shall be sent to City for review and approval, such approval not to be unreasonably withheld; provided, however, during the initial implementation period of this Agreement, from March 1, 2026 to April 30, 2026, the Contractor may make changes to the schedule and route plan subject to the approval of the City upon five (5) days written notice to the City.

2.6. Customer Obligations. Contractor shall not be required to collect any Residential Solid Waste or Recyclables if such Residential Solid Waste or Recyclables have not been deposited in the appropriate Cart and timely placed at Curbside in accordance with this Agreement. Notwithstanding the foregoing, Contractor acknowledges, however, as a result of alleyways or other tight spaces, or where the number of Carts to be placed for collection are too great for the available area, access by Contractor's automated trucks to a minor number of Residential Units may be impractical or infeasible and Contractor shall provide manual collection for these Residential Units. Contractor has the right to refuse to collect all Unacceptable Waste.

2.6.1. Residential Disabled Roll Out Service. For Residential Units with customers who qualify for roll out service, Carts shall be placed outside, in an accessible area, with a pathway to the roadway clear of any snow or ice on collection day. Contractor shall retrieve the carts, empty the contents, and return the Carts to their original location at no additional cost to the City. The City shall provide a list of addresses to Contractor of customers who qualify for roll out service and the City shall promptly update the Contractor of any additional Residential Units that are approved for roll out service.

2.7. Carts. Contractor previously provided one (1) sixty five (65) (or the nearest equivalent depending upon the manufacturer) gallon Residential Solid Waste Cart and

one (1) ninety five (95) (or the nearest equivalent depending upon the manufacturer) gallon Recyclables Cart to each Residential Unit. Contractor shall provide the same size and number of carts to Residential Units previously not provided Carts. Carts required to be provided under this Agreement shall be provided at Contractor's expense. Contractor shall attach educational materials to the top of each Cart upon delivery of the Cart. The educational materials will be provided to Contractor by the City at no cost to Contractor. The Cart body color will be universal for all Carts with a lid color to vary in order to distinguish between Residential Solid Waste Carts and Recyclable Carts.

2.7.1 Cart Inventory. Contractor shall update and provide to City, the inventory and electronic database of the Cart sizes, Cart barcode number and corresponding address of all Carts delivered prior to the execution of this Agreement by August 30, 2026. Contractor shall provide City with an updated annual report for the previous calendar year by February 1, of the Cart sizes, bar code number and corresponding address. Contractor shall maintain, repair or replace Carts as needed, at its expense, throughout the term of this Agreement.

2.7.2. General. Each Residential Unit has the responsibility to properly use and safeguard Contractor's carts. Contractor shall have the right to charge a Residential Unit customer One Hundred and Fifteen No/100 Dollars per Cart (including delivery fee) for the cost of replacement of any Cart if such replacement is required as a result of abuse, misuse, damage, fire, or theft. Upon the initial delivery of Carts to a Residential Unit, a customer at such Residential Unit shall not be permitted to exchange the delivered Residential Solid Waste Cart for a different size for a ninety (90) day period.

2.7.3 Cart Size Changes. Cart size changes will be limited to one change per year for each Residential Unit. Contractor shall have the right to charge a customer at a Residential Unit requesting a change in Cart size a one-time fee of Twenty Five and No/100 Dollars (\$25.00). In addition, Residential Units electing a ninety five (95) gallon Residential Solid Waste Cart shall be obligated to pay the contractor Thirty Five and No/100 Dollars (\$35.00) annually. The Contractor shall receive no compensation from the City for any change in Cart size requested by a customer at a Residential Unit.

2.7.4. Additional Carts. Customers at Residential Units may request additional Carts beyond the two (2) Carts to be provided under this Agreement. Customers at Residential Units requesting such additional Carts shall make arrangements for collection of Residential Solid Waste or Recyclables from such extra Carts directly with Contractor and shall be billed by and pay the collection rates for such additional Cart collection and the cost of any additional Carts directly to Contractor as set forth in Exhibit 3. The Contractor shall receive no compensation from the City for any collection service due to additional Carts.

2.7.5 Location of Carts for Collection. The City shall require occupants of each Residential Unit to place Carts Curbside for collection service or placed as close to the roadway or alleyway as practicable without interfering with or endangering the movement of vehicles or pedestrians and at least four (4) feet away from obstructions. The City shall require the occupants of each Residential Unit not accessible to automated collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. Contractor may decline to collect any Residential Solid Waste or Recyclables not placed in the Cart.

2.8. Customer Service; Complaints; Missed Collections.

Contractor shall furnish each Residential Unit with instructions for contacting Contractor by local telephone or through email correspondence for information or for service complaints and maintain staff to respond to such telephone calls or email correspondence during normal business hours. Contractor shall also maintain a public web page containing such contact information. Contractor shall receive directly through such local telephone or email correspondence, and shall respond to, complaints on missed collection, container damage, spillage and the like. All complaints regarding missed collection shall be responded to within thirty-six (36) hours of the complaint; all other complaints shall be resolved in a timely and reasonable manner. All complaints shall be given courteous attention.

2.9. Recordkeeping.

2.9.1. Recycling Reports. Contractor shall provide City with copies of contracts it maintains for the processing and marketing of all recyclable materials and reports indicating the weight of rejected recyclable material for each recyclable item collected and the weight of accepted and processed recyclable material for each recyclable material collected which it shall provide quarterly to the City. Contractor shall further provide, on a monthly basis, a list of all households whose recyclable material was in an unacceptable condition.

2.9.2. Ordinance Compliance. Contractor shall provide a report to City of all those Residential Units of which it is aware that are not in compliance with the terms of City ordinances relating to Residential Solid Waste and Recyclable disposal and Contractor shall cooperate with City in all such enforcement activity.

2.10. Equipment; Personnel.

2.10.1. Equipment. Contractor shall furnish and provide adequate number of motor vehicles, apparatus, and equipment as necessary to perform the services required under this Agreement at Contractor's sole expense. All collection vehicles and equipment shall be in good repair, normal wear and tear excepted, clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface and loud squealing brake noise shall be investigated and repaired to minimize complaints. Each collection vehicle shall have clearly visible

on each side the identity and local telephone number of the Contractor. All Residential Solid Waste and Recyclables collected and hauled by Contractor shall be contained, tied, covered, or enclosed to prevent leaking, spilling, or blowing.

2.10.2. Personnel. Contractor shall provide adequate number of qualified personnel as necessary to perform the services required under this Agreement at Contractor's sole expense. Contractor shall have sole control over its employees and be solely responsible for their supervision and pay. Every Contractor employee who operates a vehicle in connection with the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license permitting operation of the type of vehicle the driver is operating. Contractor shall provide operating and safety training for all personnel. Contractor shall furnish at its expense all necessary employees and assistants to perform the obligations of the provisions of the Wisconsin Fair Employment Act, Subchapter II of Chapter 111 of the Wisconsin Statutes, as amended, pertaining to the practice of denying employment and other opportunities to, and discriminating against, properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, ancestry, arrest record or conviction record. In addition, where required by federal law, Contractor shall comply with all provisions of the Civil Rights Act of 1964, Title VII as amended; the Federal Age Discrimination in Employment Act; and the Federal Rehabilitation Act of 1973.

2.11. Compliance with Rules. Contractor shall, without expense to City, comply with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies, as well as the giving of notices, applicable to the performance of the services under this Agreement. Contractor shall submit satisfactory evidence of compliance with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies to the City upon request.

2.12. Licenses, Fees and Permits. Contractor shall secure and pay for and shall maintain during the term of this Agreement any and all federal, state and local licenses and permits required in order to perform the required services under this Agreement.

3.0. Optional Services.

3.1. Yard Waste. Contractor shall annually make available to all Residential Units an optional Curbside Yard Waste collection service. The service shall be available from mid-April through the end of October. Collection and proper management of Yard Waste shall be provided by the Contractor with automated ninety five (95) gallon Carts which are separate from those provided under Section 2.7. Customers at Residential Units requesting Yard Waste service shall be billed directly by the Contractor based upon the fee schedule set forth on Exhibit 4. The Contractor shall receive no compensation from the City for any Yard Waste service.

3.2 Bulk Items. Contractor shall make available to all Residential Units at a reasonable rate, at least one (1) monthly collection of Bulk items, Major Appliances, and Electronic

Devices at the request of a customer at a Residential Unit based upon the fee schedule set forth on Exhibit 5. Customers at Residential Units requesting Bulk Item collection shall be billed directly by the Contractor for such services. The Contractor shall receive no compensation from the City for any Bulk Item collection service.

3.3. Annual Spring Bulk Item Collection. The City has the option upon twenty one (21) days' written notice to Contractor to notify Contractor that the City will be performing a two week springtime Bulk Item, Major Appliance and Electronic Devices collection from all Residential Units, the timing of which shall be scheduled at the sole option of the City. This collection is in addition to the Bulk Item collection set forth in Section 3.2. Items for the springtime Bulk Item and Major Appliance collection shall be collected by the City or dropped off by residents to the City's Department of Public Works (DPW) site. The Contractor shall place up to six (6) forty (40) cubic yard roll-off containers in the DPW site yard to be filled by City employees. Placement of the roll off containers shall be coordinated between Contractor and City employees. Such roll-off containers must permit the City to fill the roll-off containers with an excavator fitted with a grapple. Contractor shall deliver approximately four (4) to six (6) roll-off containers per day for the two week collection period from the DPW site to the Marathon County Landfill. The roll-off containers shall be delivered to the DPW site the week before the springtime Bulk Item and Major Appliance is to begin. Landfill tipping fees will be paid directly by the City to the Marathon County Landfill. The City will compensate the Contractor for each forty (40) cubic yard container dump based upon the fee schedule set forth in Exhibit 6.

4.0. Insurance. Contractor shall, at its sole expense, maintain in effect at all times during the term of this Agreement, insurance coverage with limits not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such coverage shall be primary. Prior to execution of the Agreement, the Contractor shall furnish to the City a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance 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 cancellation.

Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance in the amount of \$500,000.00.

General Liability Insurance including Products or Completed Operations, Bodily Injury, and Property Damage Liability with a coverage limit not less than \$5,000,000.00 and \$5,000,000.00 annual aggregate.

Auto Liability for bodily injury and property damage with the broad form pollution endorsement, with a coverage limit not less than \$2,000,000.00 per occurrence.

Environmental Impairment Liability or Pollution Liability with a coverage limit of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.

5.0. Indemnification. Contractor shall defend indemnify and hold harmless the City, its employees, agents, representatives, and elected or appointed officials, 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, 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 Contractor or others whose services are engaged in by the Contractor or anyone directly or indirectly employed by or controlled by the Contractor arising directly or indirectly in the course of the performance of the work provided for in the Agreement.

6.0. Compensation for Residential Solid Waste and Recyclables.

6.1. Base. Contractor shall receive monthly compensation based upon the unit rate and fee schedule set forth in Exhibit 7. The unit rate includes the cost of all landfill tipping fees and related federal and state taxes, all of which are to be paid by Contractor at its sole cost and expense. A final Residential Unit count shall be performed based upon the actual number of Residential Units at the time of implementation of this Agreement and the City shall be invoiced and billed monthly for services for the first full year of this Agreement based upon such final Residential Unit count. Additions or subtractions to the number of Residential Units shall be made as provided below. The per unit rate(s) shall be charged based upon the actual Residential Unit count and size of Carts delivered to Residential Units upon implementation of this Agreement and adjustments shall be made as provided below:

6.1.1. The Residential Unit count shall thereafter be adjusted annually, effective April 1 of each subsequent contract year for the duration of this Agreement as follows: increases shall be made for Residential Units annexed into the City and for newly constructed Residential Units as determined on the basis of the City Department of Public Works, Division of Inspections and Zoning records of new construction permits issued between January 2 of the preceding year and January 2 of the adjustment year. Decreases shall be made as a result of Residential Unit demolitions as determined by the same records and for the same period.

6.1.2. Additions or subtractions of Residential Units may occur effective the first full month following an annexation or detachment of ten (10) or more Residential Units notwithstanding the provisions of subsection 6.1.1.

6.1.3. The Contractor and City shall make good faith effort to reconcile Residential Unit changes to the Cart additions and deletions.

6.1.4. The unit rate for the Residential Solid Waste Collection and Recyclables shall be adjusted automatically based upon the fee schedule set forth in Exhibit 7.

6.2. Fuel Surcharge. For purposes of this Agreement, the base cost of diesel gas is established at Four and no/100 Dollars (\$4.00). The contractor shall provide documentation in form of supplier invoices to substantiate each assessment of the fuel surcharge. The surcharge shall be assessed monthly, equal to 1/2% of the monthly invoice for every whole ten cent (\$.10) increase.

7.0 Exclusivity. So long as Contractor is not in default under this Agreement, City will not enter into any agreement or understanding with any other person or entity for performance of the services contemplated hereby during the term hereof. If the City wishes to add services which are not within the scope of this Agreement but which Contractor may consider offering, the City shall first negotiate in good faith with Contractor for provision of such additional services before negotiating with third parties, but the City shall not be in violation of this subsection for negotiating with third parties for such additional services.

8.0. Term. The term of this Agreement shall be for ten (10) years beginning on April 1, 2026, and ending on March 31, 2036, unless otherwise terminated as provided in Section 9.

To the extent authorized by the City Common Council, the City shall have an option to renew this Agreement upon the same terms and conditions, for an additional ten (10) year term or any lesser period as the City Common Council shall deem reasonable, by providing the Contractor with a written notice of intent to extend no later than June 1 2035.

9.0. Termination. The following shall constitute events of default:

9.1. Default. This Agreement may be terminated by either party for failure by the other party to perform any material obligation under the terms of this Agreement, upon sixty (60) days written notice specifying the nature of such default or failure. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days.

9.2 Unsatisfactory Performance. City may terminate this Agreement for unsatisfactory performance upon sixty (60) days written notice to Contractor. Unsatisfactory service shall include, but not be limited to consistent or recurring failure to provide timely collection, omission of collection, failure to leave collection sites in good order, delivery of recyclables to landfills, or a failure to provide a regular and accurate accounting for the disposal of Residential Solid Waste or Recyclables or similar deviations from the requirements of the Agreement. Termination shall not become effective if the Contractor remedies or cures the default within thirty (30) days.

9.3. Insolvency and Bankruptcy. Contractor 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.

9.4. 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 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.

9.5 Right in Contractor's Equipment.

9.5.1. Possession of Equipment and Carts. In the event this Agreement shall be terminated by mutual consent, or default by Contractor in the performance thereof, City shall have the option, at its discretion, of taking immediate possession and control of all equipment and Carts of every nature or kind used or useful in the performance of this Agreement and to use such equipment and Carts or make them available to another contractor in the continued performance of services similar to those provided under this Agreement. City shall pay the reasonable value of such equipment and Carts, less encumbrances, as mutually agreed to between City and Contractor. It is the express intention of this provision to enable the City to continuously perform the services provided for under this Agreement by the use of Contractor's equipment and Carts for the reason that the equipment and Carts are specialized in nature and not readily obtainable by the City and such services are an essential public service which must not be interrupted.

9.5.2. Arbitration. In the event the City and Contractor cannot agree to the reasonable value of equipment and Carts, the reasonable value shall be determined by arbitration between the parties hereto, such arbitration to be accomplished by the City selecting one individual, Contractor selecting another, and the two so chosen, selecting a third. Such panel of arbitrators shall then determine the reasonable value of the equipment and Carts which shall be paid by the City to the Contractor as full and complete payment for such equipment and Carts. The decision of the panel of arbitrators shall be made within five (5) days after its appointment. The value determined by arbitration shall be final. Upon the award and decision of the panel of arbitrators as set forth herein, the City shall have the right of either accepting or rejecting such award and decision. Upon rejection, the equipment and Carts shall be immediately redelivered to Contractor. Each party shall pay one half of the expense of arbitration.

10. Miscellaneous.

10.1. Amendments. No modification, waiver or amendment of this Agreement shall be binding unless in writing and signed by or on behalf of the parties, unless said amendment or modification is specifically authorized in another section of this Agreement.

10.2. Authority to Contract. The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Agreement and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Agreement on behalf of the respective party.

10.3. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and delivered in person, sent by a nationally recognized overnight delivery service, or certified U.S. mail, postage prepaid as follows:

City:

City Clerk
City of Wausau City Hall
407 Grant Street
Wausau, WI 54403-4783.

Contractor:

Harter's Fox Valley Disposal LLC
169901 Ringle Avenue
Ringle, WI 54471

Notices shall be effective upon delivery or refusal of delivery at the above specified address. Changes in respective address may be made from time to time by written notice.

10.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

10.5. Survival. All representations, indemnifications, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations, will survive any payment, final or otherwise, and termination or expiration of this Agreement.

10.6. 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.

10.7. Entire Agreement. This Agreement, together with any Exhibits, constitutes the entire agreement between the parties hereto and all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

10.8. Waiver. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

10.9. Assignment. Neither party may assign this Agreement or any of the services provided under this Agreement without the express written approval of the other party.

The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council.

10.10. 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.

10.11. Independent Contractor. Contractor, 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. Contractor shall bear sole responsibility for all the acts of its employees, agents or subcontractors and for all payroll and employment taxes relating to Contractor's personnel.

10.12. Captions. The titles or headings preceding any section or paragraph are for reference and convenience only and shall in no way be construed to be a material part of this Agreement.

10.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.14. Public Records Law. Contractor shall assist City in complying with any public record request in connection with this Agreement submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.31-19.39.

11.0. Performance Bond. Contractor shall provide the City, in order to assure performance of the Agreement during its term, a performance bond issued by a surety company licensed to do business in the State of Wisconsin or a letter of credit in the amount of not less than \$500,000.00. Proof of ability to furnish the performance bond or letter of credit shall be furnished to the City prior to execution of this Agreement. Any performance bond shall be rated "B" or better in the latest edition of "Best's Guide" and otherwise satisfactory to the City. Such a bond shall be maintained during the entire duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF WAUSAU, WISCONSIN

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

CONTRACTOR

By: _____

Name: _____

Title: _____

Attest: _____

DRAFT

CITY FACILITIES

CITY HALL		
Recycling	Twice a Week	8 - 95 Gallon Containers
Trash	Twice a Week	1 - 2 Yd Dumpster
PUBLIC SAFETY BUILDING		
Garbage Pickup	Twice a Week	1 - 2 Yard Dumpster
Recycling	Weekly	1 - 2 Yard Dumpster
Recycling	Weekly	1 - 95 Gallon Container
WATER UTILITY		
Garbage Pickup	Weekly	1 - 2 Yard Dumpster
Recycling	Weekly	1 - 2 Yard Dumpster
Recycling	Weekly	1 - 95 Gallon Container
DEPARTMENT OF PUBLIC WORKS		
Garbage Pickup	Weekly	2 - 6 Yard Dumpster
Recycling	Weekly	1 - 6 Yard Dumpster
ELECTRICAL DEPARTMENT		
Garbage Pickup	Weekly	1 - 4 Yard Dumpster
Recycling	Weekly	1 - 4 Yard Dumpster
YARD WASTE SITE		
Garbage Pickup	Weekly	1 - 6 Yard Dumpster
Recycling	Weekly	1 - 6 Yard Dumpster
CENTRAL FIRE STATION		
Garbage Pickup	Weekly	1 - 2 Yard Dumpster
Recycling	Weekly	1 - 2 Yard Dumpster
FIRE STATION #2		
Garbage Pickup	Weekly	1 - 95 Gallon Container
Recycling	Every Two Weeks	2 - 95 Gallon Container
FIRE STATION #3		
Garbage Pickup	Weekly	1 - 95 Gallon Container
Recycling	Every Two Weeks	2 - 95 Gallon Container
WASTEWATER UTILITY		
Garbage Pickup	Twice Weekly	3 - 4 Yard Dumpster
Garbage Pickup	Twice Weekly	2 - 2 Yard Dumpster
Garbage Pickup	Twice Weekly	1 - 6 Yard Dumpster
Recycling	Every Two Weeks	1 - 95 Gallon Container
AIRPORT		
Garbage Pickup	Weekly	1 - 6 Yard Dumpster
Recycling	Weekly	1 - 4 Yard Dumpster
TRANSIT		
Garbage Pickup	Twice weekly	1 - 4 Yard Container
Cardboard Recycling	On Call	1 - 4 Yard Container
UW Marthon County Campus		
Various locations	Once or Twice Weekly	4 - 2 yard Dumpsters 2-6 yard Dumpsters 2- 4 yard Dumpsters 6 -95Gallon Carts

CITY OF WAUSAU

CITY FACILITIES

Provide the *monthly fee schedule* for the collection and disposal of refuse and recycling for city facilities. Rates listed will reflect 2026 rates.

Container Size	REFUSE			RECYCLING		
	Pick-Up Frequency Per Week			Pick-Up Frequency Per Week		
	1	2	3	1	2	3
95 Gallon	6	12	18	5	10	15
.5 Yard	6	12	18	5	10	15
1 Yard	70	125	180	50	80	110
2 Yard	70	125	180	50	80	110
3 Yard	NA	NA	NA	NA	NA	NA
4 Yard	95	175	255	60	90	120
6 Yard	125	225	325	75	110	145

Detail annual future cost increases if any: Annual CPI each April 1st

DOWNTOWN PUBLIC REFUSE AND RECYCLING CONTAINERS

Westside business district has about 7 containers located on/near 2nd Avenue. Weekly pick up is desired. Eastside downtown district has about 40 containers. The quantities may be adjusted after the new streets open. Pick up is twice a week during the summer/fall event season including Thursday pick up after Concerts on the Square. Additional pick up may be necessary. Monthly pick up is acceptable during winter months. Many are located on one way streets. Current practice is for hauler to collect early morning. Cones/barricade is set by hauler to prevent vehicle traffic during collection. Collection occurs with automated truck.

Monthly charge per container \$21.50

Detail annual future cost increases if any: Annual CPI each April 1st

CITY OF WAUSAU

#UNKNOWN!

EXTRA CART SERVICES

Extra Cart service arranged directly between the customer and contractor.

Year	Monthly Unit Rate	Annual Rate
2026	Refuse (weekly collection)	65.00/year 65gal
	Recycling (bi-weekly collection)	45.00/year 95gal
	Total	\$ -

CITY OF WAUSAU

SEASONAL YARD WASTE WEEKLY CURBSIDE COLLECTION SUBSCRIPTION SERVICE

Seasonal yard waste collection shall be provided on a subscription service only. Collection and disposal shall be provided by the contractor with automated carts only. Cart size shall be 95 gallon class only. Residents requesting service shall be billed directly by the contractor.

The rates quoted will be for 2026 and shall include cart delivery and pickup, rental, collection and recycling of the yard waste.

Length of Season	<u>7 months</u>
2026	<u>162.75/season</u>

The length of these services will ultimately coincide with the contract term. This service may or may not be utilized.

CITY OF WAUSAU

BULK ITEMS AND ELECTRONICS SUBSCRIPTION SERVICE PROPOSAL

Large items shall be collected and disposed of by direct service request from residents. The contractor shall schedule the pickup at their discretion. The contractor shall direct bill and receive payment directly from the resident. The fee schedule can be adjusted annually upon approval by the Board of Public Works. Attach or enter the initial collection and disposal fees in the table below or provide a similar attachment.

This list is not intended to be inclusive.

Sofa	50
Love Seat	50
Upholestered Chair	50
Rocker Recliner	50
Mattress	50
Box Springs	50
Dining Table and Chairs	50
Refrigerator	85
Stove	50
Dishwasher	50
Washer	50
Dryer	50
Microwave	50
Lumber	50
Tire	50
Snowblower	50
Lawnmower - Push	50
Lawnmower - Riding	150
Outdoor Play Equipment - Disasser	150
Computer	85
TV - Large Screen	150
TV	85

CITY OF WAUSAU

RATE 40 CUBIC YARD ROLL-OFF CONTAINERS

Contractor to provide an inclusive cost of one 40 cubic yard container rental. City to pay garbage costs directly to Marathon County Landfill.

40 cubic yard container rental and transportation to Marathon County Landfill

2026

\$175/dump

Detail annual future cost increases if any: Annual CPI each April 1st _____

The length of these services will ultimately coincide with the contract term.
This service may or may not be utilized.

CITY OF WAUSAU



**AUTOMATED REFUSE AND RECYCLING - CONTRACTOR
PURCHASES CARTS (disposal costs included)**

SEVEN YEAR QUOTE			
Year	Monthly Unit Rate	Cart Size	Monthly Rate
2026	Refuse (weekly collection)	65 Gal Cart	\$7.65
	Recycling (bi-weekly collection)	95 Gal Cart	\$3.85
	Total		\$ 11.50

Annual increase on April 1 based upon CPI for the Midwest Region, All Items Index.

- Disposal Included in Quote (check to confirm)
- Cart cost Included in Quote (check to confirm)

DISABLED ROLL OUT SERVICES

Year	Monthly Rate	\$ included in the base cost
2026		

Detail annual future cost increases: No additional cost for this service

CHRISTMAS TREE COLLECTION PLAN - (costs included above)

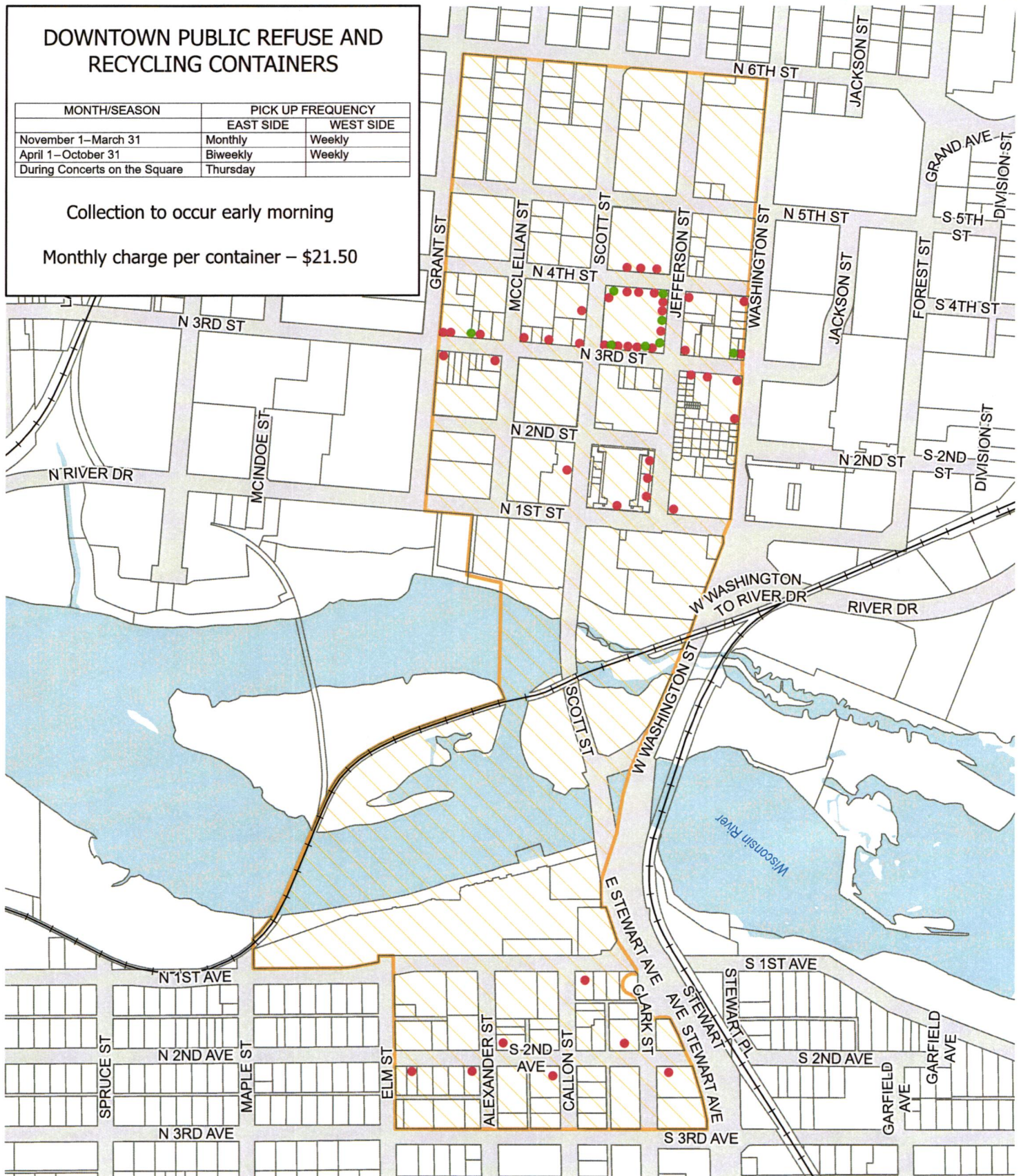
3 consecutive weeks of curbside collection in the month of January.

DOWNTOWN PUBLIC REFUSE AND RECYCLING CONTAINERS

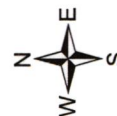
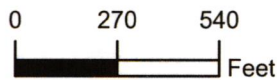
MONTH/SEASON	PICK UP FREQUENCY	
	EAST SIDE	WEST SIDE
November 1–March 31	Monthly	Weekly
April 1–October 31	Biweekly	Weekly
During Concerts on the Square	Thursday	

Collection to occur early morning

Monthly charge per container – \$21.50



NOTES:
 1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.



Legend

- Bin Locations**
- Waste Container
 - Recycle Container
 - Business Improvement District (BID)

Date: March 5, 2026



Request for Proposals (RFP) Residential Refuse and Recycling Collection and Disposal Services

The City of Wausau, Marathon County, Wisconsin, is seeking proposals for comprehensive, high-quality weekly refuse and biweekly single-stream recycling collection and disposal services for residential properties and city facilities within the City, effective **April 1, 2026**.

The city intends to enter into agreements with a single, qualified firm for the comprehensive management of the city’s refuse and recycling collection and disposal services.

I. INTRODUCTION AND BACKGROUND INFORMATION

The city has contracted solid waste management services since the mid-1970s. The ten-year contract with Harter’s Fox Valley Disposal is set to expire on March 31, 2026. The contract documents are attached as an Exhibit. This includes collection from all single-family and 2–4-unit residential properties, as well as waste and recycling services at various City-owned facilities listed on page 9 of the RFP. Currently, yard material collection is offered through a weekly subscription service, paid directly by the resident to the contractor. The city operates a curbside fall leaf pickup service and a yard waste drop-off site.

Garbage collection is conducted weekly, and recyclables are collected every other week. The contractor is responsible for disposing of non-recyclable materials in a licensed landfill approved by the city and for processing and marketing all recyclable materials in accordance with Wisconsin Statutes and Administrative Rules. The current number of living units is 14,826.

All refuse is transported to the Marathon County landfill in the Town of Ringle, approximately 15 miles from Wausau.

Harter’s Fox Valley Disposal owns the 95-gallon recycling carts and 65-gallon garbage carts used for curbside collection.

The contractor may use any WI DNR-licensed and self-certified material recovery facility.

2024 tonnage statistics, provided by Harter’s Fox Valley Disposal, are listed below. The city does not guarantee quantities.

	Tons
Plastic	177.3
Metal	220.1
Paper	1,956.3
Glass	703.0
Total	3,056.7
Refuse	11,475.8

The city is committed to providing outstanding and cost-effective refuse and recycling services to its residents while striving to be an environmentally friendly community.

II. INSTRUCTIONS TO PROPOSERS

1. Deadline:

The proposal and Bid Bond must be submitted by 10:00am September 10, 2025. Two copies of the proposal should be submitted in a sealed envelope clearly labeled "*Sealed Proposals for Refuse and Recycling Services*" with the contractor's name and address on the outside of the sealed envelope. Sealed proposals should be delivered or sent to the City Clerk, City of Wausau, 407 Grant Street, Wausau, WI 54403. All proposals shall be valid for a minimum of 100 days from the date of bid opening. The signed contract must be returned within 30 days of the notice of award of the contract.

2. Expected Time Schedule for Consideration:

	DATE
Public Release of the RFP	August 14, 2025
Last Day to ask questions	September 2, 2025 4:30pm
Proposal and Bid Bond Submission	September 10, 2025 10:00am
Proposals Opened by Board of Public Works	September 10, 2025
Public Health and Safety Committee Consideration	September 15, 2025
Council Adoption	September 23, 2025

3. Questions regarding RFP and Contact Person:

Proposers are encouraged to submit questions via email by September 2, 2025, no later than 4:30 p.m. All questions received will be answered and posted as an addendum to the RFP no later than September 5, 2025. All questions should be directed to:

Maryanne Groat,
 Finance Director
 City of Wausau
 407 Grant Street
 Wausau WI 54403
 715-261-6645
maryanne.groat@wausauwi.gov

4. Exclusive Contract:

The city intends to enter into an agreement with a single, qualified firm for the management of the city's refuse and recycling collection and disposal services for residential units and government facilities, as noted in the proposal.

5. Right to Reject:

The city reserves the right to reject any or all proposals and select the proposal believed to be in the best interest of the city in the city's sole determination. In addition, the city reserves the right to reject any part of any proposal for any reason, and/or to add to and/or delete provisions of any proposal in the best interest of the City of Wausau.

The city reserves the right to waive or not to waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate costs, terms, or conditions of any proposal determined to be in the best interest of the city. Proposals failing to provide prices or a clear explanation of services requested may be considered unresponsive in the city's sole

judgment. In addition, the city reserves the right to award the contract to another qualified contractor if the successful contractor does not execute a contract within thirty days after the award of the proposal or fails to comply with any other requirements of this RFP, including but not limited to the provision of the Certificate of Insurance and Performance and Bid Bonds.

6. Proposal Clarification:

The City reserves the right to request clarification of any information submitted and to request additional information as needed. At the city's discretion, contractors may be required to substantiate the information provided in their proposal.

7. Non-Acceptance of Proposals:

No proposal shall be accepted from, nor a contract awarded to any person, firm, or corporation that is in arrears or is in default to the city for any debt or contract, or has failed to fulfil any previous agreement with the city faithfully.

8. Indemnification:

Contractor shall defend indemnify and hold harmless the city, its employees, agents, representatives, and elected or appointed officials, 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, 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 Contractor or others whose services are engaged in by the Contractor or anyone directly or indirectly employed by or controlled by the Contractor arising directly or indirectly in the course of the performance of the work provided for in the contract.

9. Qualifications:

The Proposer must hold a valid license with the State of Wisconsin to transport municipal solid waste and recyclables, as per s. NR 502.06(1)(b) Wis. Adm. Code.

10. Insurance:

Contractor shall, at its sole expense, always maintain in effect during the term of this contract, insurance coverage with limits not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such coverage shall be primary. Before execution of the contract, the Contractor shall furnish to the City a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance 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 cancellation.

- Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance of \$500,000.
- General Liability Insurance, including Products or Completed Operations, Bodily Injury, and Property Damage Liability insurance of \$5,000,000.
- Auto Liability for bodily injury and property damage insurance of \$2,000,000.
- Environmental Impairment Liability or Pollution Liability insurance with coverage of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

11. Bid Bond:

All proposals shall be accompanied by a bid bond, certified check, or cashier's check payable to the City of Wausau for an amount not less than \$10,000.

12. Performance Bond:

The contractor shall provide the City, to ensure the performance of the contract during its term, with a performance bond issued by a surety company licensed to do business in the State of Wisconsin or a letter of credit for not less than \$500,000. Proof of ability to furnish the performance bond or letter of credit shall be furnished to the City prior to execution of this contract. Any performance bond shall be rated "B" or better in the latest edition of "Best's Guide" and otherwise satisfactory to the City.

13. Proposal Requirements:

A complete proposal should include the following:

- Hauler's name address and names of primary contacts including phone numbers and email addresses.
- Name of the individual who is responsible for signing the contract with the city.
- Name and phone number of the local customer service staff and the hours of operation.
- Description of vehicles that will be used in curbside garbage and recycling collection including fuel used.
- References of at least three communities using curbside refuse and single-stream recycling collection. References should include names and phone numbers of contacts.
- Curbside cart manufacturer. Description of how cart distribution and delivery will be handled.
- Plan for holiday schedule.
- Plan for Christmas tree collection.
- Confirmation that, unless noted disposal of recycling and refuse materials is included within contractor pricing.
- Contract pricing for a 7-year and 10-year contract with proposed inflationary increases itemized as follows:
 - Monthly per household unit for weekly refuse services (65-gallon cart)
 - Monthly per household unit for bi-weekly recycling services (95-gallon cart)
 - Other service costs including:
 - Municipal facilities charge by dumpster or cart size per pickup.
 - The monthly charge for cart pickup for disabled residents (paid by the city).
 - Pricing for summer weekly yard-waste services (paid directly by residents).
 - Monthly bulk items and electronics pick up (paid directly by residents).
 - Downtown garbage and recycling pickup (paid by the city).
 - Christmas Tree collection and disposal (should be included in monthly household charges above).
- Confirmation that an itemized monthly statement will be provided to allocate costs to government facilities and segregate refuse and recycling costs.
- Any other services proposed by the contractor that will improve services and cost effectiveness of the program.

III. PROGRAM DESIGN AND SCOPE OF SERVICES

A. Contract Term:

The City of Wausau is requesting proposals for a 7- and 10-year contract beginning April 1, 2026. Contractor owns and maintains the 65-gallon refuse containers and the 95-gallon recycling containers.

B. Collection Guidelines:

The contractor for refuse and recycling collection will be held to the following contractual guidelines of service, including but not limited to:

- Delivery of refuse to a landfill licensed and approved by the State of Wisconsin.
- Delivery of recyclables in compliance with the Wisconsin Department of Natural Resources
- Begin actual collection of materials after 5:45 am and complete by 6:00 pm.
- Service shall typically be performed Monday through Friday and only on Saturday in the event of responding to complaints, extraordinary weather events, or holiday adjustments.
- The city must approve route planning and adjustments.
- Respond to and retrieve missed pickups within 36 hours of complaint.
- Refuse collection occurs weekly.
- Recycling collection occurs biweekly.
- During January, Christmas trees, cut into four-foot lengths and placed at the curbside, outside of the refuse container, will be collected by the contractor for no additional charge.

C. Automated Refuse and Recycling Quote Guidelines:

Unit Counts

The city will be invoiced and billed for services based on the January 2026 cart counts. Unit count shall change based on additions and deletions. The number of dwelling units shall be adjusted annually thereafter based on annexations, new residential requests for services, and demolition data maintained. Additionally, adjustments to the number of dwelling units will be made for the first whole month following any annexation or detachment of 10 or more dwelling units. The contractor and city will make a good-faith effort to reconcile the dwelling unit changes to the cart additions and deletions.

Residential Refuse Collection and Disposal

- Refuse shall be defined as eligible discarded material that is non-recyclable, non-organic yard material, and that is not prohibited by law from disposal in Wisconsin landfills.
- The contractor will collect only refuse placed inside program carts at residential curbsides based upon the weekly collection schedule.
- Refuse proposals represent the cost associated with the collection, delivery, and disposal of refuse to the landfill.

Residential Recycling Collection and Disposal

- Recyclables shall be defined by the Wisconsin Department of Natural Resources, which may change over the contract period.
- The contractor will collect recycling placed inside program carts at residential curbsides based upon the biweekly collection schedule.
- Recycling will be a single-stream program.
- Recyclables collected become the property and responsibility of the contractor with no profit or loss shared with the city.

Carts

- Quotes shall be based upon a 65-gallon refuse container and a 95-gallon recycling container.
- Contractors are required to provide cart maintenance over the life of the contract.
- Cart body color will be universal; lid color will vary to distinguish refuse, recycling, and yard waste.
- The contractor shall distribute the selected carts to the individual housing units before April 1, 2026.
- Cart requests after implementation will be made through the city and delivered by the contractor.
- Containers should be high-quality with exceptional warranties. The contractor will indicate the cart manufacturer and submit cart specifications.
- Residents may request supplemental carts to meet their needs, in addition to the carts provided within this service contract, by making a request directly to the contractor. The contractor will provide and bill such services directly to the customer. The City shall have no responsibility or liability for this expanded service.

D. Other Services within the Contract Scope

Large Item Drop Off

The city may conduct several large-item drop-off events at the Department of Public Works (DPW) site. The contractor will provide roll-off containers in the DPW yard for city staff to use for filling. DPW will fill between four and six (4-6) roll-off containers during the events. The city requests that roll-off containers be delivered the week before the event. Location of roll-off containers shall be coordinated with the DPW supervisors. The landfill fees will be invoiced separately from Marathon County directly to the city.

Disabled Roll Out Services

To assist residents with disabilities who lack assistance with their property responsibilities, the city has established a program to help them manage cart placement on collection days. To qualify for the services, the resident must complete an application, which must be signed by a physician. The contractor will collect the weekly garbage carts and bi-weekly recycling carts from a designated area near the residents for these eligible residents. The city currently has 10 properties participating in this program.

Downtown Public Garbage and Recycling Container Collection

Within the eastside and westside central business districts, the city maintains public refuse and recycling containers that allow for automated weekly collection. Some are located on both sides of a one-way street. This requires the contractor to temporarily “close” the street to traffic with the use of cones during the weekly collection. During the summer and fall event season, collection may occur twice a week.

Yard Material Collection Proposal

Seasonal yard collection of lawn, leaf, twigs, and garden clippings shall be offered as a contractor-provided subscription service. Collection and proper management shall be provided by the contractor with automated 95-gallon carts only. Residents requesting the service should be billed directly by the contractor. The weekly service shall be available from April 1 to November 1.

Government Facility Refuse and Recycling

The contractor shall provide the refuse and recycling charges for facilities based upon the container size and pick-up frequency. The list of facilities and cart sizes is supplied. The facilities and container sizes may change over time. Costs presented shall include the rental of the containers.

Bulk Items and Electronics

The contractor shall provide, at a reasonable rate, at least one monthly pick-up of bulk items and electronics, including but not limited to: furniture, mattresses, appliances, carpeting/padding, computers, TVs, outdoor play equipment, lumber, doors, tires, snow blowers, etc. Collection shall be based upon prior request and payment from the resident to the contractor. Prices for 2026 shall be listed within the proposal specifications.

E. Reporting

The contractor shall provide the city with itemized refuse and recycling tonnage information to meet the Wisconsin Department of Natural Resources' reporting requirements.

F. Clean Up

The contractor shall ensure that no refuse and/or recyclables are spilled during the collection process. Refuse and recycling carts and containers shall be handled with care and not left in the roadway or scattered on property.

G. Information/complaints

The contractor shall staff a local telephone contact during regular business hours for information on collection days and times, as well as questions regarding the refuse and recycling program. The contractor will also receive and resolve complaints regarding missed pick up, spillage, and container damage.

H. Community Streets

The contractor proposing services should be familiar with the characteristics of the City of Wausau and its impact on refuse and recycling collection. The city has several one-way streets, alleys, traffic patterns, and hills that can impact collection services. Due to alleys or other tight spaces, a minor number of homes may require manual pickup.

I. Required Response Documents Due in a sealed envelope 9/10/2025 at 10am:

1. Bid Bond
2. A complete proposal as noted above.
 - Hauler's name, address, and names of primary contacts, including phone numbers and email addresses.
 - Name of the individual who is responsible for signing the contract with the city.
 - Name and phone number of the local customer service staff and the hours of operation.
 - Description of vehicles that will be used in curbside garbage and recycling collection including fuel used.
 - References of at least three communities using curbside refuse and single-stream recycling collection. References should include names and phone numbers of contacts.

- Curbside container manufacturer and detail brochure information. Description of how cart distribution and delivery will be handled.
- Plan for holiday schedule.
- Plan for Christmas tree collection.
- Confirmation that, unless noted disposal of recycling and refuse materials is included within contractor pricing.
- Contract pricing for a 7-year and 10-year contract with proposed inflationary increases itemized as follows:
 Monthly per household unit for weekly refuse services (65-gallon cart)
 Monthly per household unit for bi-weekly recycling services (95-gallon cart)
 Other service costs including:
 - Municipal facilities charge by dumpster or cart size per pickup.
 - The monthly charge for cart pickup for disabled residents (paid by the city).
 - Pricing for summer weekly yard-waste services (paid directly by residents).
 - Monthly bulk items and electronics pick up (paid directly by residents).
 - Downtown garbage and recycling pickup (paid by the city).
 - Christmas Tree collection and disposal (should be included in monthly household charges above).
- Confirmation that an itemized monthly statement will be provided to allocate costs to government facilities and segregate refuse and recycling costs.
- Any other services proposed by the contractor that will improve services and cost effectiveness of the program.

CITY FACILITIES

CITY HALL

Recycling	8 - 95 Gallon Containers
Trash	1 - 2 yd Dumpster

PUBLIC SAFETY BUILDING

Garbage Pickup	1 - 2 Yard Dumpster
Recycling	1 - 2 Yard Dumpster
Recycling	1 - 95 Gallon Container

WATER UTILITY

Garbage Pickup	1 - 2 Yard Dumpster
Recycling	1 - 2 Yard Dumpster
Recycling	1 - 95 Gallon Container

DEPARTMENT OF PUBLIC WORKS

Garbage Pickup	2 - 6 Yard Dumpster
Recycling	1 - 6 Yard Dumpster

CENTRAL FIRE STATION

Garbage Pickup	1 - 2 Yard Dumpster
Recycling	1 - 2 Yard Dumpster

FIRE STATION #2

Garbage Pickup	1 - 95 Gallon Container
Recycling	1 - 95 Gallon Container

FIRE STATION #3

Garbage Pickup	1 - 95 Gallon Container
Recycling	1 - 95 Gallon Container

WASTEWATER UTILITY

Garbage Pickup	3 - 4 Yard Dumpster
Garbage Pickup	2 - 2 Yard Dumpster
Garbage Pickup	1 - 6 Yard Dumpster
Recycling	1 - 95 Gallon Container

AIRPORT

Garbage Pickup	1 - 6 Yard Dumpster
Recycling	1 - 4 Yard Dumpster

TRANSIT

Garbage Pickup	1 - 4 Yard Dumpster
Recycling	1 - 4 Yard Dumpster

UW Marthon County Campus

Various locations	4 - 2 yard Dumpsters
	2-6 yard Dumpsters
	2- 4 yard Dumpsters
	6 -95Gallon Carts

RESOLUTION OF PUBLIC HEALTH & SAFETY COMMITTEE	
Approving the Award of a Contract for Solid Waste and Recyclable Collection Services to Harter's Fox Valley Disposal, Inc.	
Committee Action:	Approved 4-0
Fiscal Impact:	Based upon a 65 gallon refuse and 95 gallon recycling cart and an estimated 14,826 residential units the annual first year costs are \$2,045,988 for curb side operations and approximately \$46,200 for city facilities
File Number:	92-1009
Date Introduced:	September 23, 2026

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Annualized increase of \$573,298
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$2,092,188 based upon a 65 gal refuse and 95 gal recycling and 14,826 residential units</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, the City's current solid waste and recyclable services contracts expire March 31, 2026; and

WHEREAS, pursuant to the city's procurement policy the city secured proposals for services; and

WHEREAS, the Board of Public Works opened these proposals on September 10, 2026; and

WHEREAS, your Public Health and Safety Committee met on Monday September 15th and recommended awarding a ten-year contract with Harter's Fox Valley Disposal, Inc., which submitted the lowest bid for services.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that Harter's Fox Valley Disposal, Inc, be awarded a contract for refuse and recycling services;

BE IT THEREFORE RESOLVED that the appropriate City officials are hereby authorized and directed to draft and finalize for later approval by the Common Council an agreement between the City of Wausau and Harter's Fox Valley Disposal, Inc. for waste refuse and recycling collection services.

Approved:

Doug Diny.
Doug Diny, Mayor



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Vincent R. Bonino
Assistant City Attorney

STAFF MEMO

TO: Public Health and Safety Committee Members

FROM: Vincent R. Bonino, Assistant City Attorney

DATE: March 9, 2026

RE: Repealing City of Wausau, Municipal Code § 10.01.012, Use of hand-held mobile telephones and mobile electronic devices while driving prohibited.

VJB

Purpose:

Repeal City of Wausau, Municipal Code § 10.01.012 to remove any redundant sections within the City's ordinance which potentially conflict with provisions of the State traffic code.

Background:

City of Wausau, Municipal Code § 10.01.012, enacted in 2014, predates subsequent changes to Wis. Stat. § 346.89, Inattentive Driving, that specifically addressed the use of cellular devices while operating a vehicle. Wisconsin Stat. §349.06 requires local ordinances to strictly conform with the State traffic code. Further, the City has already adopted Wis. Stat. § 346.89 by reference through City of Wausau, Municipal Code § 10.01.010.

When the state legislature made changes to § 346.89, essentially regulating cell phone usage more narrowly than the city's ordinance, the city's ordinance was superfluous and superseded by such legislation.

The City's ordinance prohibits a person from driving a motor vehicle or pedalcab while using (defined as to dial, answer, talk, listen, send or read a text message) a hand-held mobile telephone or mobile electronic device.

The Inattentive Driving statute was amended in 2009 to add that no person may drive any motor vehicle while composing or sending an electronic text message or an electronic mail message (with

some exceptions). Six more amendments would follow from 2011 to 2023. The last three that follow the city's enactment of an ordinance, prohibit a person from driving any motor vehicle while using a cellular or wireless telephone where persons engaged in work (highway, railroad maintenance or construction, emergency or roadside response area) are at risk from traffic.

Recommendation:

Approval. Given the prohibitions and related exceptions contained in the state inattentive driving statute, which regulates use of wireless or cellular devices, and which the City already adopts, the city's ordinance is recommended for repeal so as not to conflict or remain in conformity with the state statute regulating the subject.

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE	
Repealing Section 10.01.012 Use of hand-held mobile telephones and mobile electronic devices while driving prohibited	
Committee Action: Approved _____	Ordinance Number:
Fiscal Impact: None	
File Number: 14-0206	Date Introduced:

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

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

Section 1. That Section 10.01.012 Use of hand-held mobile telephones and mobile electronic devices while driving prohibited, is hereby repealed.

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:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

10.01.012 - Use of hand-held mobile telephones and mobile electronic devices while driving prohibited.

- (a) *Prohibition.* No person shall drive a motor vehicle or pedalcab on any street or highway while using a hand-held mobile telephone or mobile electronic device.
- (b) *Definitions.* The following definitions shall apply in the interpretation and enforcement of this section:
 - (1) *Authorized emergency vehicle* shall have the same meaning as in Wis. Stats. § 340.01(3).
 - (2) *Drive* means the exercise of physical control over the speed and direction of a motor vehicle or pedalcab while it is in motion.
 - (3) *Mobile electronic device* means any hand-held or other portable electronic equipment capable of providing data communication between two or more persons, including a text messaging device, a paging device, a personal digital assistant, a laptop computer, equipment capable of playing a video game or a digital video disk, equipment which provides navigation assistance to the operator of a motor vehicle which is not installed or integrated into the electrical system of a motor vehicle, equipment in the case of a pedalcab which provides navigation assistance to the pedalcab operator which is not securely mounted to the handlebars of the pedalcab, or equipment on which digital photographs are taken or transmitted, or similar device or any combination thereof.
 - (4) *Mobile telephone* includes a cellular, analog, wireless or digital telephone capable of sending or receiving telephone communications without an access line for service.
 - (5) *Pedalcab* shall have the same meaning as in section 5.72.010(a) of this Code.
 - (6) *Using* shall mean to dial, answer, talk, listen, send or read a text message, or otherwise manipulate the controls of a mobile telephone or other mobile electronic device.
- (c) *Presumption.* The operator of a motor vehicle or pedalcab who holds a hand-held mobile telephone to, or in the immediate proximity of his or her ear, is presumed to be using such telephone within the meaning of this section. The operator of a motor vehicle or pedalcab who holds a mobile electronic device in at least one hand is presumed to be using such mobile electronic device within the meaning of this section. The presumption established under this subsection may be rebutted upon the presentation of evidence that is clear, satisfactory and convincing to a reasonable certainty.
- (d) *Exemptions.* This section does not apply to any of the following:
 - (1) The operator of an authorized emergency vehicle or a member of the armed forces of the United States while operating a military vehicle and while in the performance of his or her official duties and within the scope of his or her employment.
 - (2)

The use of a mobile telephone or mobile electronic device for the sole purpose of communicating with public safety personnel or duly licensed medical personnel regarding an emergency situation.

- (3) The use of a voice-operated or hands-free device if the operator of the motor vehicle or pedalcab does not use his or her hand to operate the device, except to activate or deactivate a feature or function of the device.
- (4) An operator of a motor vehicle while maintaining the motor vehicle in the park position where the motor vehicle has an automatic transmission, or in the neutral position with the emergency brake applied where the motor vehicle has a standard transmission, either on public or private property.
- (5) An amateur radio operator who holds a valid amateur radio operator's license issued by the Federal Communications Commission when he or she is using dedicated amateur radio two-way radio communication equipment and observing proper amateur radio operating procedures.
- (6) Any audio equipment or equipment installed or integrated into the electrical system of a motor vehicle for the purpose of providing navigation assistance to the operator of the motor vehicle or video entertainment to the passengers in the rear seats of the motor vehicle.
- (7) In the case of a pedalcab, use of any mobile telephone that is securely mounted to the handlebars of the pedalcab that is used for the purpose of providing navigation assistance to the pedalcab operator or providing musical entertainment.

(e) *Penalty.* Any person who violates this section shall be subject to a forfeiture of \$40.00.

(Ord. 61-5787 §1, 2018, File No. 14-0206; Ord. 61-5612 §1, 2014, File No. 14-0206)



Planning, Community and Economic Development

Date: March 16, 2026

To: Public Health and Safety Committee

From: Carrie Edmondson, AICP, Assistant City Planner

RE: Consideration and recommendation on the Memorandum of Understanding (MOU) between the Midwest Renewable Energy Association (MREA) and the City of Wausau to partner on the Grow Solar Central Wisconsin Group Buy Program

The Midwest Renewable Energy Association (MREA) operates the Grow Solar program on an annual basis. Grow Solar is a coordinated effort among Midwest organizations and municipalities to provide a group purchasing opportunity for homeowners, businesses, and institutions. The program also offers community-based resources to guide property owners through the solar purchasing and installation process.

The Grow Solar process includes the selection of a contractor through a competitive Request for Proposals (RFP) process. This RFP is scheduled to be released in March, with contractor selection anticipated in April. Applicants are encouraged to apply for solar projects through summer. During the application period, “Power Hour” sessions are held to provide technical assistance and educational information to potential participants.

The partnership opportunity enables Grow Solar to share the City logo on their website, social media posts, and other public communications. The City agrees to promote the program at its discretion. City staff have been invited to serve on the Advisory Committee to oversee the RFP review and contractor selection process. Even if not on the Advisory Committee, the City has the ability to review RFP proposals. Additionally, the City can assist with hosting a “Power Hour” session. The City of Wausau has participated in this partnership in years past, as have several peer communities.

Staff recommends approval of the Memorandum of Understanding between the Midwest Renewable Energy Association (MREA) and the City of Wausau to partner on the Grow Solar Central Wisconsin Group Buy Program.



SPONSORSHIP AGREEMENT

This Sponsorship Agreement (hereinafter "Agreement"), is made this ___ day of _____, 2026 (the "Effective Date") by and between the City of Wausau, a Wisconsin Municipal Corporation, (hereinafter "CITY") and Midwest Renewable Energy Association, a Wisconsin Corporation, (hereinafter "MREA"), collectively referred to as the Parties.

RECITALS

WHEREAS, MREA is dedicated to promoting clean energy, energy efficiency, and sustainable living through education and demonstration; and

WHEREAS, MREA plans to operate – Grow Solar Central Wisconsin Group Buy Program for the installation of residential and small non-residential solar electric systems, in the Central Wisconsin area.

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF MREA

- a. Provide CITY with a logo for use on the City’s website, social media posts, and other communications to the public.
- b. Provide CITY with all documents associated with the Request for Proposals.
- c. Delegate and provide contact person to coordinate with CITY in implementing this Agreement.

2. RESPONSIBILITIES OF CITY

- a. Provide MREA with a logo for use on by MREA in promoting its Grow Solar Group Buy Program.
- b. Promote MREA’s educational programming and related information on City’s website, social media, and other public communications, as deemed appropriate.
- c. Delegate and provide contact person to coordinate with MREA in implementing this Agreement.

3. TERM

This Agreement will be in effect from the date of execution, the Effective Date, until the end of the program, Sept. 30, 2026, unless terminated pursuant to the provisions of Section 4 of this Agreement.

4. TERMINATION

- a. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this Agreement by giving ten (10) days written notice of termination of the Agreement, specifying the alleged violations, and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the breaching party promptly cures the alleged violation prior to the end of the ten (10) day period.
- b. Either party has the right to terminate this Agreement at any time, for any reason, by giving the other party thirty (30) days written notice of such termination by email to the identified contact

5. INDEPENDENT PROVIDER

In entering into this Agreement, and in acting in compliance herewith, the parties acknowledge and agree that MREA and CITY are at all times acting and performing as independent contractors, duly authorized to perform the acts required of it hereunder. Each party further agrees that neither party may be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans to any employee or contractor of the other party pursuant to this Agreement.

6. NOTICE

All notices provided for under this Agreement shall be in writing and shall be sufficient if by email to the contacts set forth above or to such other address as a party may designate to the other party in writing. Each such Notice will be deemed to have been received as of the date emailed if receipt has been electronically confirmed.

If to MREA:

Corey Ziemann
Solar Program Coordinator
corey@midwestrenew.org

If to CITY:

Carrie Edmondson
Assistant City Planner
carrie.edmondson@wausauwi.gov

7. AMENDMENT AND ASSIGNMENT

No modification, expansion, assignment, or amendment of this Agreement will be of any force or effect unless in writing and signed by the parties hereto.

8. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this Agreement will be interpreted as if such invalid terms or covenants were not contained herein.

9. CHOICE OF LAW and FORUM

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin.

10. FINAL EXPRESSION

This Agreement is intended by MREA and CITY as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

11. EXCLUDED PARTY LAW.

CITY represents and warrants that neither it nor its subcontractors is excluded from receiving or being a party to any Federal contract or subcontract pursuant to any Federal statute, rule, regulation, executive order or government instruction. CITY shall notify MREA of any exclusion or adverse actions or any basis therefore within seven (7) days of its learning of any such exclusion or adverse action or any basis therefore. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Agreement at MREA's sole discretion.

12. USE OF MARKS.

Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent for each specific use.

13. COMPLIANCE WITH LAWS.

Each party represents and warrants that it shall comply with all applicable federal and state laws and regulations regarding their respective obligations hereunder.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTS.

Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

15. WAIVER.

No failure or delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted hereunder must be in writing and signed by the party against whom the waiver is asserted, and shall be valid only in the specific instance in which given.

16. SURVIVAL.

Those provisions of this Agreement which, by their nature, are meant to survive termination shall so survive, and include without limitation provisions related to ownership of marks, governing law and venue.

17. COUNTERPARTS.

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties agree to the terms set forth this Agreement.

CITY OF WAUSAU

By _____

Date _____

By _____

Date _____

MREA

By _____

Date _____

City of Wausau Sustainability, Energy, and Environment Committee

MINUTES March 5, 2026

Members Present: Jean Abreu (C), Alder Carol Lukens, Christine Daniels, Britnie Remer, and Dan Zinsmeister

Others Present: Vincent Bonino and Carrie Edmondson

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

4. Discussion and possible action.

- c. Consideration and recommendation on the Memorandum of Understanding between the City of Wausau and the Midwest Renewable Energy Association (MREA) to partner in the operation of the Grow Solar Central Wisconsin Group Buy Program

Carrie provided an overview of the Grow Solar Central Wisconsin Group Buy Program and the proposed sponsorship agreement. Dan asked about other cities experiences in partnering with the program.

Motion/second Christine/Dan to approve the Memorandum of Understanding, passed 5-0.

Wausau Fire Department 2025 Annual Report



City of Wausau
Doug Diny, Mayor
Lisa Rasmussen, Council President

Wausau City Council

CAROL LUKENS
First Aldermanic District

MICHAEL MARTENS
Second Aldermanic District

TERRY KILIAN
Third Aldermanic District

TOM NEAL
Fourth Aldermanic District

GARY GISSELMAN
1/1-8/9/25
Fifth Aldermanic District

AARON GRINER
10/29-current
Fifth Aldermanic District



BECKY MCELHANEY
Sixth Aldermanic District

LISA RASMUSSEN
Seventh Aldermanic District

SARAH WATSON
Eighth Aldermanic District

VICKI TIERNEY
Ninth Aldermanic District

LOU LARSON
Tenth Aldermanic District

CHAD HENKE
Eleventh Aldermanic District

WAUSAU POLICE AND FIRE COMMISSION

Cheryl Bahr, Commissioner (4/28)
Thomas Garver, Commissioner (4/29)
Katie Rosenberg, Commissioner (4/30)
Kathy Strasser, Commissioner (4/27)
Vylius Leskys, Commissioner (4/26)
Rick Reyer, Commissioner until 9/1/2025



**WAUSAU FIRE FIGHTER'S ASSOCIATION
LOCAL 415**

Adam Rahn, President
Maxxwel Nowitzke, Vice President
Mark Koepke, Secretary/Treasurer
Jared Koss, Member at Large



Wausau Fire Department

2025 BY THE NUMBERS

POPULATION 39,994	AREA SERVED 19.22 Sq. Miles	CALL VOLUME 7,206	UNIT RESPONSES 9,947	FIRE STATIONS 3	TOTAL PERSONNEL 66 Ops / 9 Admin
-----------------------------	---------------------------------------	-----------------------------	--------------------------------	---------------------------	--

STRUCTURE FIRES 49	MEDICAL/1ST RESPONDER 6,340	COMMUNITY IMPACT 4,112 Adults & 6,568 Children	BUSIEST STATION Station 1 – 2,812 Calls
VEHICLE FIRES 12	TRAFFIC ACCIDENTS 122	TOTAL INCIDENT HOURS 5271:21:21 Hours	BUSIEST CREW B Crew – 2,474 Calls
BRUSH/GRASS FIRES 12	EXTRICATIONS 13	TRAINING HOURS 15,255.24 Hours	BUSIEST UNIT Med 1 – 1,725 Calls
FIRE ALARM ACTIVATIONS 328	HAZMAT SPILLS/LEAKS 35	#1 MEDICAL DISPATCH Falls – 1,065 Calls	BUSIEST MONTH January – 677 Calls
ELECTRICAL CALLS 14	PUBLIC ASSISTANCE 127	ALL AID GIVEN/RECEIVED 310 / 39	BUSIEST DAY Wed – 1,095 Calls
UNIT TURNOUT TIME PERFORMANCE (STATION NOTIFICATION – UNIT ENROUTE) 2 Minutes 10 Seconds / 90% OF THE TIME	UNIT TRAVEL TIME PERFORMANCE (UNIT ENROUTE – UNIT ARRIVAL) 6 Minutes 49 Seconds / 90% OF THE TIME	FIRE INSPECTIONS 3,517	BUSIEST TIME 11 AM – 436 Calls
CARDIAC (STEMI) ON SCENE TIME (UNIT ARRIVED AT PATIENT – LEFT SCENE TIME) 15 Minutes 08 Seconds / 90% OF THE TIME	STROKE ON SCENE TIME (UNIT ARRIVED AT PATIENT – LEFT SCENE TIME) 18 Minutes 47 Seconds / 90% OF THE TIME		

MISSION

It is the mission of the Wausau Fire Department to provide rapid, professional, emergency services to protect and enhance our community.

CORE VALUES

Professionalism - We choose to take pride in our work, communicate effectively, project a positive image, and deliver service at the highest standards every time, in every situation.

Accountability - We accept responsibility and take ownership for our actions.

Integrity - We act ethically, honestly, and lead by example by having our actions reflect our word.

Respect - We choose to treat everyone the way we would like to be treated.

Compassion - We recognize individuals stricken by misfortune and take action to alleviate their pain as we serve them with kindness and understanding.



2025 Fire Chief Report



Wausau Fire Department
606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Introduction

The 2025 calendar year marked a period of significant progress, transition, and challenge for the Wausau Fire Department. Throughout the year, the department remained focused on strengthening staffing levels, improving operational readiness, investing in leadership development, and addressing long-standing facility needs—all while continuing to provide high-quality emergency services to the residents of Wausau. Despite ongoing infrastructure limitations and staffing pressures early in the year, 2025 concluded with meaningful accomplishments that position the department well for the future.

Staffing and Workforce Development

One of the most significant achievements of 2025 was the department's successful return to full staffing for the first time in more than three years. This milestone was the result of persistent recruitment efforts, creative workforce solutions, and strong partnerships.

In partnership with Northcentral Technical College (NTC), the department launched its first Firefighter/EMT Apprenticeship Program. Six apprentices were assigned to shifts while attending paramedic school and learning WFD operations. All six completed paramedic school in November and were welcomed as probationary firefighter/paramedics, marking the successful completion of the department's inaugural apprenticeship program.

This program not only addressed immediate staffing needs but also established a sustainable pipeline for future workforce development.

In addition, the department transitioned from the California schedule to a 48/96 shift schedule, which has improved work-life balance, reduced overtime strain, and increased overall efficiency.



2025 Fire Chief Report



Wausau Fire Department
606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Leadership Development and Succession Planning

Leadership development and succession planning were major areas of focus throughout the year. After staffing levels stabilized, the department reinvested in preparing members for future leadership roles.

Key initiatives included:

- Sending three Lieutenants to the Fire Department Instructors Conference (FDIC) to support leadership growth and succession planning
- Launching a structured leadership development track with mentorship and administrative exposure
- Conducting multiple assessment centers to promote and prepare internal candidates

These efforts supported:

- A Battalion Chief promotional process in anticipation of a March 2026 retirement
- A Lieutenant promotional process to fill an immediate vacancy and establish an eligibility list
- The selection process for a new EMS Division Chief
- Hiring to fill a Fire Prevention Inspector vacancy

These investments ensure continuity of leadership and institutional knowledge as the department prepares for future retirements and organizational growth.

Operations, Training, and Public Safety

Operational readiness remained a priority across all four quarters. The department continued to train extensively for:

- Cold-weather emergencies
- Ice rescue and water-related incidents
- Fireground operations and technical rescue

Public education efforts increased during the winter months, particularly related to ice safety, fall prevention, and holiday fire risks. The annual *Keep the Wreath Green* campaign once again highlighted the importance of safe cooking practices and space heater use, as multiple fires occurred during the holiday season.

Falls continued to be one of the leading causes of 911 calls, particularly during icy winter conditions, reinforcing the need for continued public awareness and prevention efforts.

2025 Fire Chief Report



Wausau Fire Department
606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Community Care Paramedic Program

The Community Care Paramedic (CCP) Program continued to demonstrate strong value in 2025. Led by Community Care Paramedic Matthew Kozloski, the program expanded its reach and impact.

Highlights include:

- A 15% increase in home visits during the second quarter
- Increased focus on high-risk senior citizens
- Collaboration with Aspirus to develop a preventive care referral network

The CCP program has helped reduce non-emergency 911 calls, improve patient outcomes, and alleviate pressure on emergency departments, reinforcing its importance as part of the department's service model.

During 2025, the department faced significant challenges related to the EMS Division Chief position. These circumstances required the department to operate without a dedicated EMS Division Chief for more than half of the year. As a result, we took the opportunity to reevaluate several EMS-related policies, procedures, and administrative functions to ensure continuity of service and compliance during this transitional period.

Deputy Chief Pluess was asked to assume many of the responsibilities of the EMS Division Chief in addition to his existing duties. This required substantial commitment of additional time and effort. I cannot say enough about how much we appreciate his willingness to step into this role and ensure the continued success of our EMS operations. His leadership, professionalism, and dedication were instrumental in maintaining operational stability during this challenging period.

Grants, Equipment, and Capital Planning

Throughout 2025, the department aggressively pursued grant funding to modernize equipment and reduce reliance on local capital funds. Notable successes included:

- A Forest Fire Protection (FFP) Grant providing wildland firefighting gear for 13 members
- A \$15,000 Community Foundation grant for extrication equipment
- Advancement in qualifying for a Leary Firefighters Foundation Grant for thermal imaging cameras

The department also submitted multiple FEMA Assistance to Firefighters Grant (AFG) applications and continues to await determinations.

2025 Fire Chief Report



Wausau Fire Department
606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Significant effort was dedicated to refining the Capital Improvement Plan (CIP), outlining needs over the next five years, including:

- Replacement of extrication equipment
- Replacement of cardiac monitors
- Additional parking at existing stations
- A new training facility and training tower
- A new fire station to address operational and space limitations

Facilities and Infrastructure

Facilities remain one of the department's most pressing challenges. Central Fire Station continues to show significant signs of aging and inadequacy for the department's current size and operational demands.

Ongoing issues include:

- Leaking pipes
- HVAC system failures
- Deteriorating exterior platforms
- Chronic overcrowding and insufficient parking
- Shared infrastructure challenges with the Police Department

A facility assessment identified critical needs, and the department is actively pursuing \$700,000 in funding for architectural design of a new fire station on Grand Avenue. In the interim, early planning has begun to add office space at Station 2 to relieve overcrowding at Central.

The department continues to work with state representatives and local partners to explore funding opportunities for both short-term fixes and long-term solutions.

Strategic Planning and Partnerships

A strategic planning committee was formed and met regularly throughout the year to guide the department's future direction. Core focus areas include:

- Staffing and personnel development
- Facilities and infrastructure
- Technology and equipment modernization
- Public engagement and education
- A refreshed mission statement and department branding

2025 Fire Chief Report



Wausau Fire Department
606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Partnerships remained strong in 2025, particularly with:

- Northcentral Technical College (NTC)
- SAFER Fire District and Riverside Fire District for joint purchasing and vendor coordination
- City departments and community organizations

These collaborations enhance efficiency, reduce costs, and strengthen regional response capabilities.

Conclusion

The year 2025 represented a turning point for the Wausau Fire Department. From restoring full staffing and launching a successful apprenticeship program to advancing leadership development, securing grant funding, and laying the groundwork for future facilities, the department made substantial progress while continuing to meet daily service demands.

On behalf of the Wausau Fire Department, I extend sincere appreciation to the City of Wausau, our community partners, and the residents we serve. Your continued support allows us to meet the evolving needs of our community with professionalism, strength, and resilience.

Please do not hesitate to contact my office with any questions or for additional information at 715-261-7901.

Respectfully,
Jeremy Kopp
Fire Chief
Wausau Fire Department



2025 Deputy Chief's Operations Report

Personnel:

In 2025, the Wausau Fire Department has seen a lot of changes in personnel with promotions, retirements, and new hires.

Retirements

Lieutenant Patrick Moucha	12/01/2025
---------------------------	------------

Promotions

FP Division Chief Shahn Kariger	03/03/2025
---------------------------------	------------

FP Lieutenant Brad Ludwig	05/25/2025
---------------------------	------------

New Hires

Firefighter/Paramedic Matthew Bahr	02/03/2025
------------------------------------	------------

Firefighter/Apprentice Ethan Kariger	02/03/2025
--------------------------------------	------------

Firefighter/Apprentice Jess Myerscough	02/03/2025
--	------------

Firefighter/Apprentice Jared Jacobs	03/03/2025
-------------------------------------	------------

Firefighter/Apprentice Nathaniel Cumberland	03/03/2025
---	------------

Firefighter/Apprentice Matthew Sitte	03/17/2025
--------------------------------------	------------

Firefighter/Apprentice Riley Humphrey	03/17/2025
---------------------------------------	------------

Firefighter/Paramedic Cory Hanson	05/12/2025
-----------------------------------	------------

Firefighter/Paramedic Anne Bares	06/09/2025
----------------------------------	------------

Firefighter/Paramedic Benjamin Guiry	09/15/2025
--------------------------------------	------------

Firefighter/Paramedic Justin Borski	09/22/2025
-------------------------------------	------------

Years of Service Milestones

Lieutenant Patrick Moucha	35 Years
---------------------------	----------

Lieutenant Hyden Prausa	20 Years
-------------------------	----------

Engineer Marlon Marks	20 Years
-----------------------	----------

Engineer Derek Pionke	15 Years
-----------------------	----------

Battalion Chief Tim Bingham	15 Years
-----------------------------	----------

2025 Deputy Chief's Operations Report

Operational and Organizational Report by Deputy Chief Justin Pluess

The year 2025 was a year of significant progress, operational demand, and organizational growth for the Wausau Fire Department. Across all divisions, the department remained focused on its core mission of protecting life and property while also making deliberate investments in personnel development, training, equipment modernization, and long-term sustainability. The initiatives undertaken this year reflect both the increasing complexity of emergency responses and the department's commitment to preparing for the future.

Emergency Operations and Community Impact

Throughout 2025, WFD crews responded to a total of 7,206 total calls for service, demonstrating an increasing demand for emergency services within our community. These responses included 49 structure fires, 12 vehicle fires, 12 brush fires, 14 electrical fires, and 328 fire alarm activations. The department also responded to 6,340 emergency medical calls, accounting for approximately 88% of all emergency responses. Additionally, crews handled 122 traffic accidents, including 13 vehicle extrications, 35 hazardous materials incidents, and 127 public assistance calls. The department also experienced an increase in water rescue responses and drowning-related incidents.

The fourth quarter alone included several serious incidents involving rescues, significant fire spread, and one tragic fatal fire. These incidents highlight the dedication of WFD personnel, as well as the critical importance of strong interagency partnerships, particularly with local law enforcement and regional response agencies.

For historical perspective, the Wausau Fire Department responded to 2,038 calls for service in 1970 when the City of Wausau's population was approximately 34,000 residents. In 2025, with a population of 39,994, the department responded to 7,206 calls for service. While the community population has grown by roughly 15%, emergency call volume has increased by more than 250%. On a per capita basis, this represents a substantial increase in service demand of the Wausau Fire Department.

The department continues to operate at a high operational tempo, often under challenging and rapidly evolving conditions. This sustained workload reinforces the ongoing need for appropriate staffing levels, advanced training, and modern equipment to ensure we can continue providing the high level of service our community expects and deserves.

Firefighter Paramedic Apprenticeship Program Success

In December 2025, the Wausau Fire Department celebrated a major milestone with the successful completion of its firefighter/paramedic apprenticeship program, approved the previous year. All six apprentices; Jared Jacobs, Ethan Kariger, Matthew Sitte, Nathaniel Cumberland, Jess Myerscough, and Riley Humphrey, completed the program while actively serving as full-time members of WFD and successfully passed the National Registry Paramedic examination, a nationally recognized and rigorous certification. This intensive program required each apprentice to balance emergency response duties with over 1,000 hours of classroom instruction, clinicals, and field experience. The completion of this program represents a significant investment in WFD's long-term staffing stability for the department. WFD is proud to recognize these six members for their achievement and for exemplifying the high standards, professionalism, and excellence expected of all personnel serving the community.

2025 Deputy Chief's Operations Report

The WFD firefighter/paramedic apprenticeship program has emerged as a model for other career fire departments in Wisconsin, demonstrating an effective approach to developing firefighter/paramedics while maintaining service continuity.

Leadership Development and Promotional Processes

Developing future leaders remains a priority for the Wausau Fire Department. In 2025, the department successfully completed multiple promotional processes that resulted in filling two Lieutenant positions. Jared Koss and Adam Rahn were selected through a competitive process focused on leadership competency, operational knowledge, and decision-making ability. Both will assume their Lieutenant duties in early 2026.

The department will also see a transition at the Battalion Chief level. Cody Wiesman will be promoted to Battalion Chief in March 2026 following the retirement of Battalion Chief Michael Becker. We extend our sincere appreciation to BC Becker for his more than 22 years of dedicated service to the Wausau Fire Department and the community he faithfully served.

The department also conducted a highly competitive promotional process to fill the Division Chief of EMS position. The process attracted many strong candidates with impressive experience, resumes, and professional backgrounds. Ultimately, Matthew Tormohlen, a former WFD employee who left the department to serve as a flight medic, was selected to lead WFD EMS operations beginning in early 2026. Additionally, in early 2025, Shahn Kariger was promoted to Division Chief of Prevention, further strengthening the department's focus on fire prevention, public education, and community risk reduction. Chief Kariger brings extensive experience and a strong commitment to proactive community safety initiatives. Also in 2025, Brad Ludwig, a dedicated member of the department for more than 22 years, was promoted to Lieutenant within the Prevention Division. Lieutenant Ludwig's extensive operational experience, institutional knowledge, and long-standing commitment to service make him a valuable leader within the division and an important contributor to the department's prevention and community outreach efforts.

Fleet

Ladder-2 Replacement. As part of the ladder apparatus replacement strategy, the Wausau Fire Department successfully sold the 2020 Sutphen ladder truck for more than originally purchased. The higher-than-expected sale price allowed the department to close the funding gap on the purchase of the new Pierce 75 ft ladder truck, making the replacement financially achievable.

Truck 1 Replacement Status: The replacement of Truck 1 remains a critical priority for the Wausau Fire Department. Now exceeding 12 years of frontline service, Truck 1 has experienced increasing mechanical and structural issues, including significant frame rust and a recent power steering pump failure that posed a serious safety concern. Funding for replacement was cut in the 2024 budget.

In 2025, replacement funding was deferred again due to budget constraints, further extending the service life of an already aging apparatus. Given that an aerial apparatus typically requires approximately three years to manufacture, even if approved in the 2027 budget, delivery would likely be in the year 2030, placing Truck 1 at approximately 18 years old at the time of replacement. Each year of delay increases maintenance risk, reduces operational redundancy, and elevates long-term costs.

2025 Deputy Chief's Operations Report

In 2025, the Wausau Fire Department took delivery of a new ambulance, Med-3, which was delivered in September 2025. Due to a backorder of the cot loading system, the vehicle has not yet been placed into active service. Once the required equipment is installed, Med-3 is expected to be fully operational in early February 2026.



Training

Training was a major focus for the Wausau Fire Department in 2025 as the department worked to rebuild staffing levels while maintaining a high standard of operational readiness. Over the course of the year, WFD successfully conducted four separate 4-week fire academies to train and onboard new personnel. Running multiple academies within a single calendar year represented a significant logistical and staffing challenge, particularly as these efforts occurred without a filled Division Chief of Training position due to ongoing budgetary constraints.



2025 Deputy Chief's Operations Report

Despite these limitations, the department delivered consistent, high-quality training through strong internal leadership, and the dedication of WFD Lieutenants. A key contributor to this success was Lieutenant Tautges, who voluntarily stepped away from his regular crew assignment and adjusted his work schedule to lead the academies. His commitment ensured that new hires received structured, comprehensive instruction while allowing the department to continue meeting daily staffing demands. This adaptability played a critical role in bringing the department to full staffing by December and highlights the professionalism and commitment of WFD personnel to the long-term success of the organization.

In addition to recruit training, one of the most impactful training initiatives of the year was the extended live fire training opportunity made possible through a generous partnership with Kolbe & Kolbe. The donation of a residential structure allowed WFD crews to conduct hands-on training throughout the summer and fall, culminating in a large-scale live burn training event in November.



Firefighters were able to train under realistic fire conditions, practicing coordinated fire attack, ventilation techniques, primary search operations, and command functions in a controlled but authentic environment. Live fire training opportunities of this scope are rare and invaluable.

The department placed emphasis on regional readiness and interagency coordination. WFD's Hazardous Incident Team (HIT) conducted outreach and awareness training with the Town of Wausau Fire Department and other neighboring agencies, sharing information on specialized hazmat resources and response capabilities. As one of only eight regional state hazmat teams in Wisconsin and the primary provider of hazmat coverage for Marathon County, this outreach strengthens mutual aid coordination.

Interagency collaboration extended beyond fire services as well. WFD crews participated in joint K-9 emergency medical training with the Wausau Police Department, focusing on the treatment of K-9 officers injured in the line of duty. Firefighters worked alongside police handlers and their K-9 partners to practice canine-specific trauma care, enhancing preparedness for rare but critical incidents and reinforcing the strong working relationship between departments.



2025 Deputy Chief's Operations Report

Additionally, the Dudley Tower has been an outstanding training partner for WFD, providing our Technical Rescue teams with a unique and challenging environment to refine their skills. Crews were able to rappel from the tower, practicing high-angle rescue and other technical operations in a safe, controlled setting. This collaboration continues to strengthen the department's preparedness for complex rescue scenarios and reinforces the importance of community partnerships in supporting firefighter training and operational excellence.

Federal Reporting Transition to NERIS

In 2025, the Wausau Fire Department completed the federally mandated transition from the National Fire Incident Reporting System (NFIRS) to the National Emergency Response Information System (NERIS), as required by FEMA and the U.S. Fire Administration. This transition was and continues to be a significant operational and administrative undertaking. It required extensive updates to the department's incident reporting software, the implementation of numerous new and expanded data fields, and fundamental changes to how incident information is documented and submitted.

To ensure compliance, WFD conducted department-wide trainings, so all members understood the new reporting requirements. The system officially went live at midnight on New Year's Eve, requiring a manual and immediate transition from NFIRS to NERIS to prevent any lapse in reporting. Following implementation, the department encountered multiple software and system-related issues that required ongoing troubleshooting with the department's third-party reporting vendor, ImageTrend, further increasing staff time devoted to report completion and correction.

Administrative Analyst Mindy Walker completed the majority of the troubleshooting efforts. She devoted substantial additional time to preparing the department's software systems for implementation and continues to identify and resolve system bugs and reporting challenges.

Despite these challenges and the increased workload placed on personnel, the department remains fully compliant with federal reporting requirements.



2025 Deputy Chief's Operations Report

Resiliency and Behavioral Health Initiatives

Recognizing the cumulative stress and mental health challenges faced by first responders, WFD continued to develop and formalize its Peer Support Team. Supporting the mental health and resiliency of our personnel remains a priority for the Wausau Fire Department. Over the past year, we have continued building our Peer Support Program to strengthen internal support systems, reduce stigma surrounding behavioral health, and ensure our members have access to meaningful resources when they need them.

A key accomplishment was hosting the IAFF Peer Support Training through funding provided by a grant from the Office of Rural Health. Hosting this training allowed several department members to participate and further strengthen our peer support program. The training included interactive, scenario-based learning designed to prepare participants to effectively support fellow WFD members during both personal and professional challenges.

In addition to internal peer support development, WFD personnel participated in behavioral health training led by our partners at Rogers Behavioral Health. During this training, members were introduced to Fire Watch, a virtual outpatient mental health program specifically designed for veterans and first responders. Fire Watch provides a confidential and trusted environment tailored to the unique stressors associated with emergency service work. The program offers flexible scheduling and evidence-based treatment options, creating an additional and highly accessible resource for department members seeking support.

The department also implemented the IAFF Resiliency Training, an eight-hour program focused on strengthening individual stress management and overall wellness. The training emphasizes self-assessment, adaptive stress response techniques, team cohesion, and practical tools such as tactical breathing, mindfulness, and healthy lifestyle habits. It also reinforces the importance of purpose and meaning within the fire service profession.

These initiatives demonstrate WFD's continued commitment to the overall health, wellness, and longevity of our personnel. The fire service is built on a culture of strength, sacrifice, and service to others; however, the demands of this profession often place a significant and sometimes unseen burden on those who serve. By expanding behavioral health resources, strengthening peer support, and providing resiliency training, the department is working to ensure our members know they are never alone in carrying those burdens. Supporting the mental and emotional well-being of our personnel is not only essential to maintaining operational readiness, but also reflects our responsibility to care for the dedicated men and women who selflessly serve the Wausau community every day.

Looking Ahead

The accomplishments of 2025 reflect a department that is actively preparing for the future while meeting today's demands. Investments in people, training, leadership development, mental health support, and equipment have positioned the Wausau Fire Department to continue providing high-quality service to the community. As emergency response challenges grow more complex, maintaining this momentum will remain essential.

2025 Deputy Chief's Operations Report

Type of Training	# of Hours -YTD
Company Training	8,466.04
Driver/Operator Training	824
Facilities Training	353
Hazardous Materials Training	317.40
Misc Training	61
Officer Training	485.75
Specialty Training	975.75
Total	11,482.94

Training Categories:

Company Training – General firefighting training

Officer Training – Included leadership, management, supervision, and tactical considerations

Driver/Operator Training – Operation of fire apparatus

Hazardous Materials Training – How to mitigate the leak or spill of hazardous substances

Specialty Training – Rope, confined space, trench, collapse, ice, water, and other special rescues.

Facilities Training – Training at a live-burn facility (may include off-duty time)

Misc Training – Any other training category such as software, administrative, etc.

Type of Training	# of Hours -YTD
Admin Training	208
EMS Training	3,032.05
Fire Instructor Training	401.25
Fire Prevention Training	67
Investigation Training	64
Total	3,772.30



Station Information

Central Fire Station

2,812 Incidents

Central Fire Station is located at 606 E. Thomas Street, Wausau, WI. It houses Car 1 (Chief's vehicle), Car 2 (Deputy Chief), Battalion 1 (Incident Command), Truck 1, Engine 1, Med 1, Rescue 1, Med 4, Med 5, Car 5, three Inspection vehicles, Utility 1, Water Rescue Boat, Airboat, and Inflatable Rapid Deployment Craft.



Of the 22-line crew on each of our 3 crews, 11 of those are stationed at Central Fire. This includes, one Battalion Chief, one Lieutenant, 2 Engineers, and seven Firefighter/Paramedics.

Wausau Fire's Administrative staff is also stationed at Central Fire and includes the Fire Chief, Deputy Fire Chief, Fire Marshal, Training Division Chief, EMS Division Chief, Lieutenant of Inspections, Firefighter/Inspector, Administrative Analyst and one part-time Administrative Assistant.

Station Information

Station 2

2,138 Incidents

Station 2 is located at 3017 Seymour Lane, Wausau, WI. It houses Ladder 2, Med 2, Engine 4, and the Hazardous Materials Truck and Trailer.



Of the 22-line crew on each of our 3 crews, 6 of those are stationed at Station 2. This includes one Lieutenant, one Engineer, and four Firefighter/Paramedics.

Station 3

2,256 Incidents

Station 3 is located at 800 E. Bridge Street, Wausau, WI. It houses Engine 3, and Med 3.



Of the 22-line crew on each of our 3 crews, 5 of those are stationed at Station 3. This includes one Lieutenant, one Engineer, and three Firefighter/Paramedics.

2025 Fire Prevention/Inspection Report

The Fire Prevention Division is responsible for many facets of risk reduction through various activities. The most prominent is enforcing fire codes by performing annual and semi-annual inspections for all places of employment, public buildings, and businesses within the City of Wausau. The Division also investigates fires to determine origin and cause, provides fire safety education through public outreach and school programs, consults with citizens or business owners to resolve complaints.

Inspections: The Prevention Division completed a total of 3,517 inspections in 2025. Of those, 402 businesses were found to have fire code violations documented during routine inspections. This total also includes 90 consultation inspections, which involve new construction and remodeling projects, as well as fire protection system installations and upgrades within the City of Wausau. Entering January 2026, 31 violations remained outstanding and will be carried over from 2025. The Division will continue follow-up efforts at these locations to ensure compliance. To reduce carryover and improve compliance, the initial re-inspection interval was reduced from 28 days to 14 days in 2025. This change shortened the duration that businesses remain in violation, resulting in safer buildings for the public.

Technology and Software: Our APX inspection and pre-plan software, SmartInspect and SmartCapture, continues to be updated with building and contact information critical to successful emergency response through SmartMap. The Division also began using APX SmartInvestigate for fire investigation reporting in 2023 and continued its use through 2025, proving to be a significant improvement over the previous Word-based reporting system. Currently, 55 investigation reports are maintained in PDF format and include photographs for efficient access and reference.

The Wausau Fire Department entered into an agreement with The Compliance Engine (TCE) in 2021. TCE is a proactive compliance solution application and service which will reduce time spent enforcing fire code requirements. This increases our ability to verify compliant fire protection systems and strengthen the protection for citizens and visitors. The Prevention Division received and reviewed 1,624 inspection and repair reports throughout 2025. Of those reports, 1,507 were compliant, and 117 were deficient. This number is up nearly 10% from the 2024 numbers of 1,376 compliant systems and 111 deficient. The reason for the increase is simply due to the Division's effort in updating profile information, removing outdated information while also adding new buildings with fire protection systems. We remain vigilant seeking a greater level of compliance when deficiencies are found.

Investigations: The Prevention Division performed a total of 15 formal Fire Investigations for 2025. The state requirement for any municipal Fire Department is that every reported fire is investigated. The non-formally investigated fires are completed by the line crews while still on scene. These are simple fires that are either witnessed by the owners or obvious in nature. These smaller, less complex fires may be vehicle-related, dumpster, cooking/kitchen, chimney fire or where the owner already knows what may have occurred prior to the fire department being called. The origin and cause can then be determined without calling fire investigators to the scene.

Continuing Education: The Prevention Division attended the 4-day, 30-hour Wisconsin IAAI conference at Stevens Point in early June. This conference helps us meet the tested continuing education criteria needed to maintain our International Association of Arson Investigators - Fire Investigation Technician (IAAI-FIT) and Certified Fire Investigation (IAAI-CFI) certifications.

2025 Fire Prevention/Inspection Report

Division Chief Kariger and Lt. Ludwig attended the Wisconsin State Fire Inspector Association (WFSIA) 4-day, 28-hour conference at Wisconsin Dells in October. The annual conference included continuing education in the topics of CRR, stress management, home oxygen safety, fire protection and fire stop systems, fall prevention, lithium-ion battery safety, occupancy load, plan review, and updated NFPA codes and standards.

Public Outreach: The department performed 16 smoke alarm and/or CO detector installs for 2025, reaching a total of 21 people. We need to increase these numbers as we know there are many owner/occupied residents who do not have working smoke alarms. This program is a collaboration between the Wausau Fire Department, American Red Cross, and the City of Wausau's Community Development. Each household must have the detectors installed by the Prevention Division. During the installation, personnel provide a 20-minute fire safety talk and courtesy inspection of their home.

In a typical year the Prevention Division would also attend meetings with multiple community organizations. These organizations include but are not limited to- the United Way, Neighbor to Neighbor, Noon Optimist, ADRC, and assisted living communities or private businesses throughout the City of Wausau. These meetings consist of discussions ranging from fire safety and prevention to day-to-day department operations to coordination of fire alarm drills or evacuation planning.

Problem Properties Resource Team: The Prevention Division participates in a joint committee with other City of Wausau department heads and members from zoning, inspections, public works, PD, City attorney's office, and the mayor. This quarterly meeting presents problem properties to the committee for remediation solutions. We discussed multiple properties within the City during 2025. Typically, these properties deal with problem landlords, delinquent taxes and blight or dilapidated buildings.

School Programs: 2025 was another routine year of in-person fire safety education during the month of October with the Wausau School District. We were able to visit seven elementary schools providing this vital program, reaching approximately 2,043 students and 117 adults. Only one public school did not respond to our request to provide education. An instructional learning plan was still available for each school by way of a flash drive if they chose that route. These lessons were a combination of websites and videos pertaining to fire safety. We witnessed a total of 12 fire drills for the school system throughout 2025. We observe the drills, noting any areas of improvement, and then perform a small critique with the principal and staff on ways to improve this process. It includes input about the time it takes to evacuate, egress and exiting pathways, and staff communication for student accountability.

Promotions and a Vacancy: Lt. Kariger was promoted to Division Chief in March 2025. FF/Inspector Ludwig was promoted to Lieutenant in May 2025, leaving a vacancy for the remainder of the year. This vacancy highlighted the importance of the third position. This was the first time the Division performed all prevention duties, in addition to all required fire inspections, with only two personnel. Prior to 2017, before the addition of a third full-time Prevention position, engine and ambulance crews assisted by completing approximately 30% of all fire inspections. As a result, 2025 was an extremely busy year for the Division. Despite operating one position short for the entire year, the Fire Prevention Division remained fully committed and successfully completed all required work and fire inspections through limited light-duty assistance and a high level of dedication, teamwork, and professionalism.

2025 Tactical EMS (TEMS)

Quick history, in 2013, the Marathon County Special Weapons and Tactics (SWAT) Team partnered with the Wausau Fire Department and SAFER (South Area Fire and Emergency Response) to integrate paramedics into high-risk law enforcement operations. This collaboration was developed in response to critical incidents locally and nationwide, recognizing the need for immediate, on-scene medical care for officers and members of the public during tactical operations.

The multi-jurisdictional Tactical Emergency Medical Services (TEMS) Team experienced a highly productive and milestone-filled year in 2025. In addition to responding to operational callouts, the eight-member team significantly expanded its training and outreach efforts.

TEMS members provided tactical medical instruction at the first-ever Central Wisconsin SWAT School. Participating agencies included the City of Wausau Police Department, Mountain Bay Metro Police Department, Stevens Point Police Department, Lincoln County Sheriff's Office, and Marathon County Sheriff's Office. Training consisted of both classroom and hands-on instruction focused on lifesaving medical care in high-threat and high-stress environments. Topics included self-aid and buddy-aid, treatment of injured civilians, casualty movement, and safe extraction to higher levels of medical care.

The TEMS Team also delivered tactical medical training to all members of the Marathon County Sheriff's Office as part of its annual in-service program. Previously limited to SWAT personnel, this training was expanded department-wide to ensure deputies across all shifts received practical medical skills directly applicable to their daily patrol duties. Training sessions were conducted over multiple days to maximize participation and operational readiness.

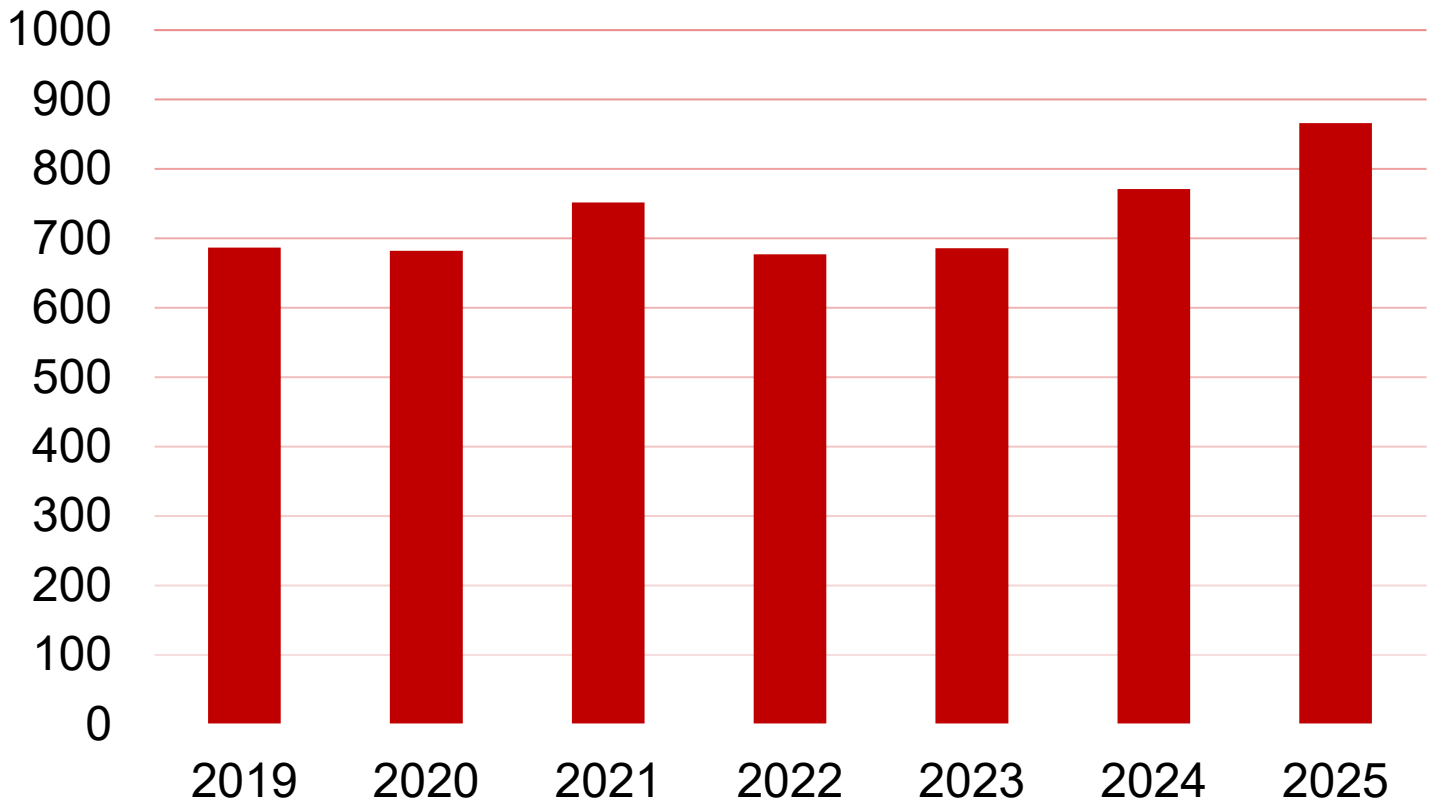
In March 2025, tactical teams from the Portage County Sheriff's Office, Stevens Point/Plover Police Departments, Marathon County Sheriff's Office, and Waupaca County Sheriff's Office were jointly recognized as SWAT Team of the Year by the Wisconsin Association of SWAT Personnel at its annual conference.

This recognition was awarded for the teams coordinated response to an armed and barricaded subject in the Village of Amherst, Wisconsin, in July 2024. The incident required sustained operations over nearly 26 hours and involved complex tactical and safety challenges. Through extensive training, disciplined communication, and seamless interagency cooperation, the situation was resolved without injury to civilians, law enforcement officers, firefighters, or EMS personnel.

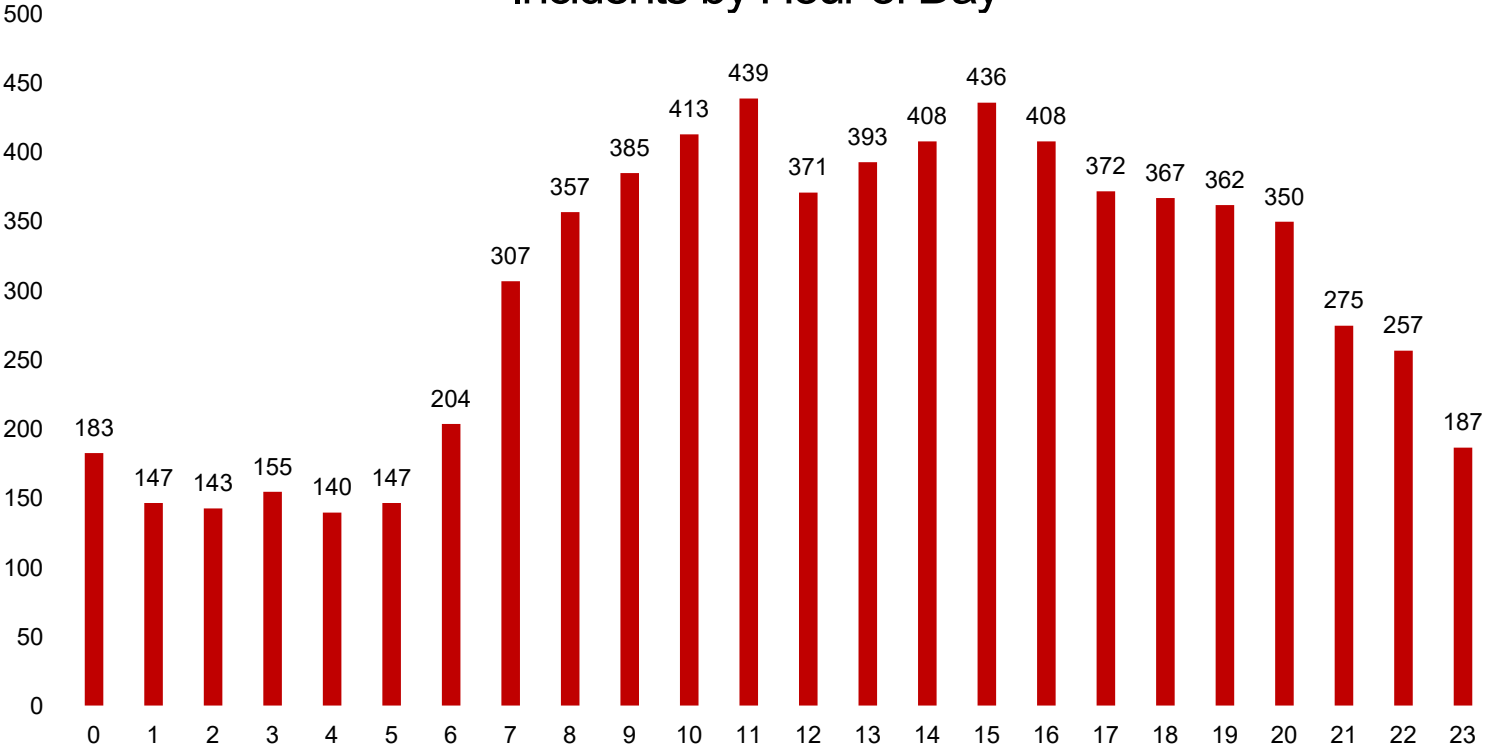
The continued success of the TEMS program reflects the strong partnerships between fire, EMS, and law enforcement agencies across the region. The ongoing support of the citizens and communities served by the Wausau Fire Department, SAFER, and the Marathon County SWAT Team has been instrumental in strengthening training opportunities, enhancing interagency collaboration, and improving the overall safety and effectiveness of emergency response operations.

Yearly Fire Response Comparison Chart 2019-2025

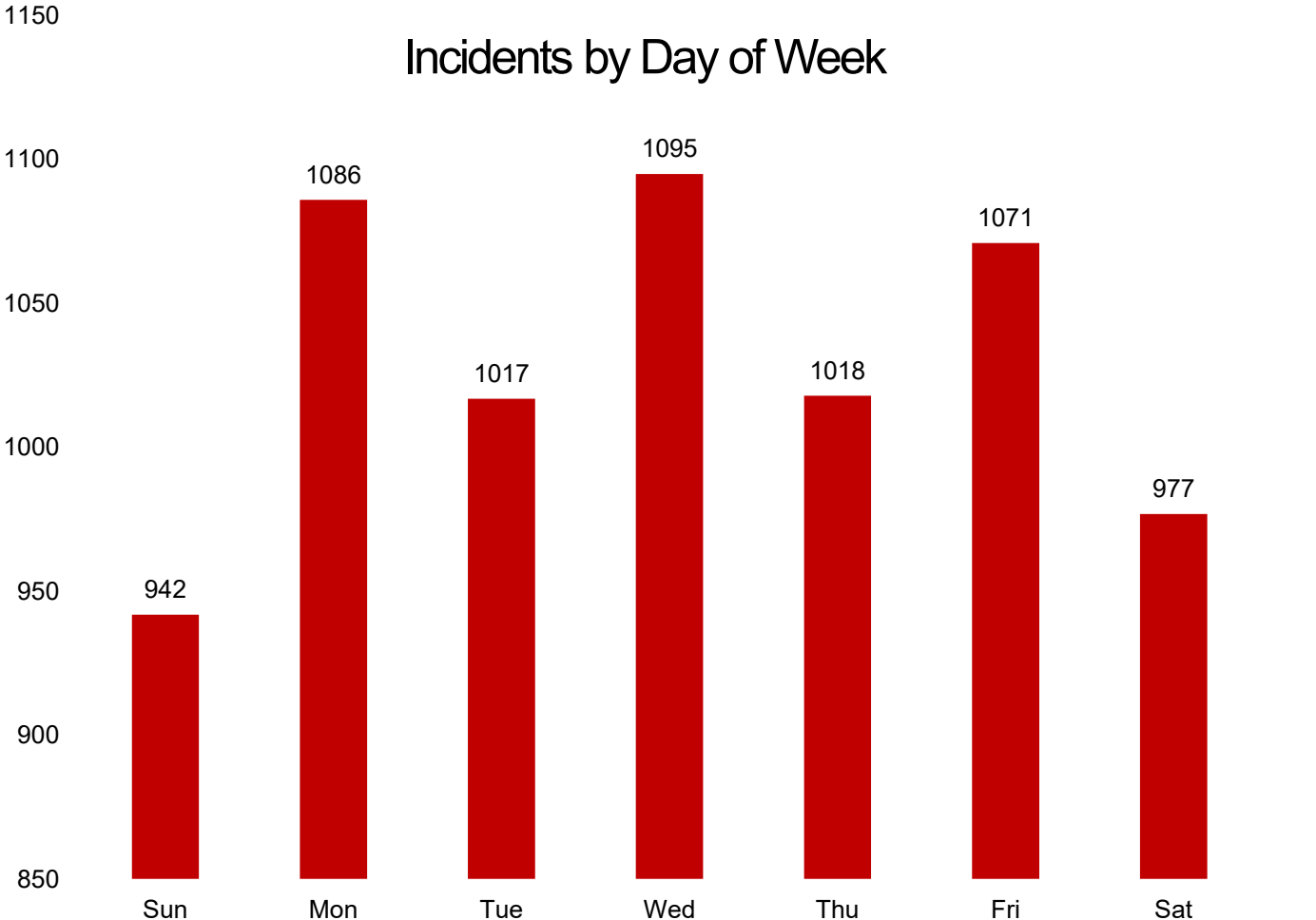
Year	Total
2019	687
2020	682
2021	752
2022	677
2023	686
2024	771
2025	866



Incidents by Hour of Day

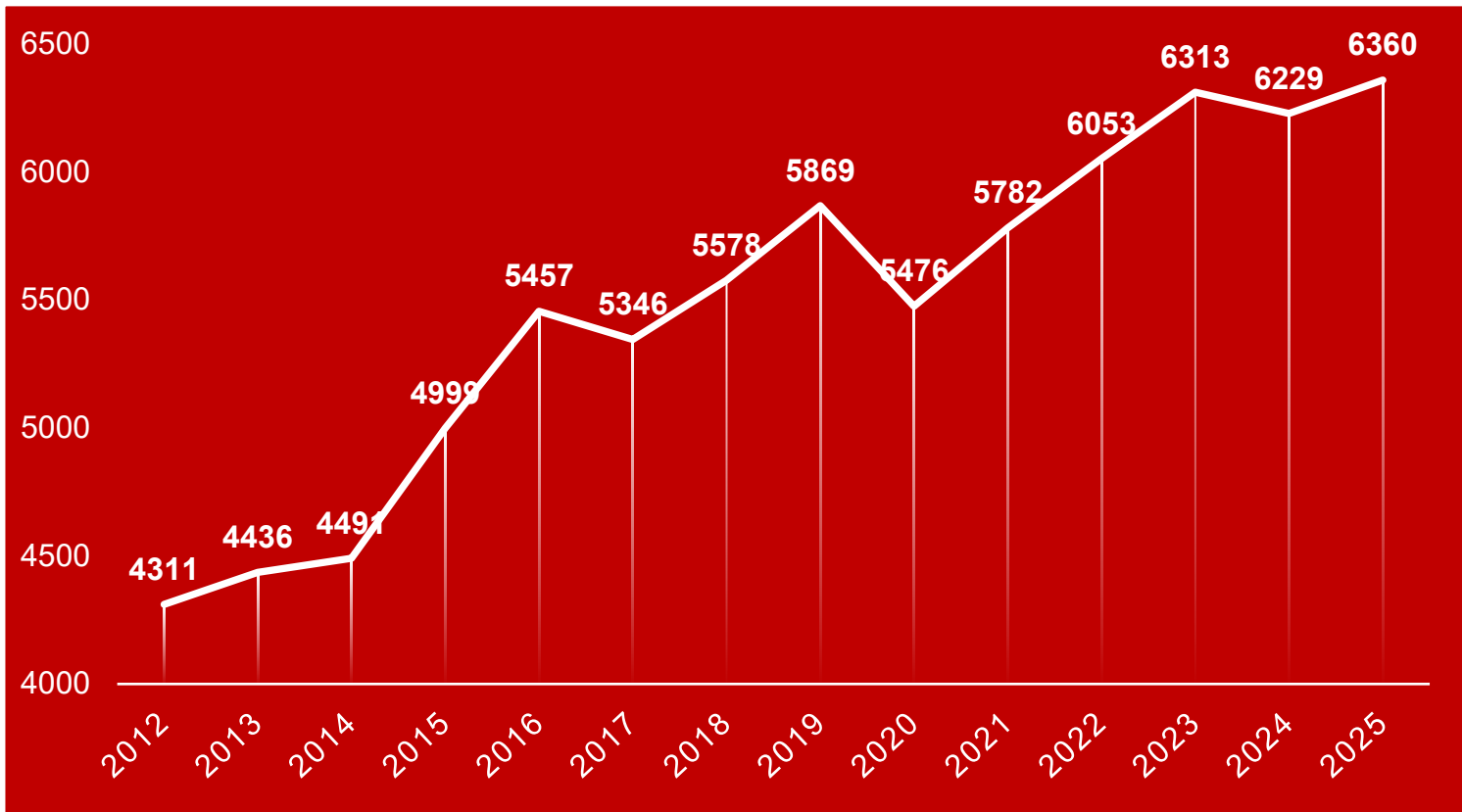


Incidents by Day of Week



Patient Care Reports 2019 - 2025 (by month)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Tot	% of Chg
2019	484	449	524	514	464	457	546	469	496	479	480	507	5,869	+5.22%
2020	468	451	433	330	409	463	483	454	473	539	466	507	5,476	-6.69%
2021	453	404	439	443	487	526	496	515	484	495	515	525	5,782	+5.59%
2022	543	464	487	448	526	512	481	539	478	500	524	551	6,053	+4.69%
2023	528	466	501	475	537	510	611	512	486	563	547	577	6,313	+4.30%
2024	586	553	500	485	548	515	508	500	480	505	499	550	6,229	-1.33%
2025	601	531	478	507	562	512	557	546	530	471	512	553	6,360	+2.10%



Township Ambulance Responses

Township	2021	2022	2023	2024	2025
City of Abbotsford		2	3	3	
City of Antigo			1		
City of Merrill	2	2	1	1	
City of Mosinee	3			1	1
City of Schofield	1	2	1	3	
Clark County	1	1	1		1
Oneida County				1	
Town of Bergen			1		
Town of Berlin	27	28	37	29	36
Town of Bevent		1			
Town of Bern		1		1	
Town of Cassel	10	3	5	9	11
Town of Elderon	1	1			
Town of Emmet	3				
Town of Frankfort			1		
Town of Franzen		1			
Town of Hamburg		6		6	2
Town of Halsey		1	1	1	
Town of Harrison		1		1	2
Town of Hewitt	14	25	27	13	19
Town of Johnson		1	3	1	4
Town of Knowlton			1		
Town of Marathon	1	3	2	4	5
Town of Mosinee	2		1		
Town of Norrie			1		
Town of Plover				1	1
Town of Rib Falls	7	5	5	1	5
Town of Rietbrock	2	1	1	3	3
Town of Ringle				1	
Town of Stettin	5	2	2	1	4
Town of Texas	79	62	54	71	77
Town of Wausau	89	113	136	93	101
Town of Weston			1		
Town of Wien	4	3	3	5	6
Village of Athens	1	5	7	1	3
Village of Edgar	5	1	4	4	6
Village of Hatley			1		

Township Ambulance Responses

Township	2021	2022	2023	2024	2025
Village of Kronenwetter	1		1		1
Village of Maine	109	102	151	101	129
Village of Marathon City	16	2	12	8	10
Village of Rib Mountain	3	6	8	6	10
Village of Rothschild	1	2	1		
Village of Stratford	1	1		1	1
Village of Weston	12	12	26	5	5
Wittenberg		1			
Wood County		1			
Total	451	398	504	377	443



Contact Information



Wausau Fire Department
606 E. Thomas Street
Wausau, WI 54403

Phone: 715-261-7900
Fax: 715-261-7910
Email: fire@wausauwi.gov



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Date: March 5, 2026

To: Chief Barnes

From: Lt. Peter Fish

Subject: Tavern Report, February 1 – February 28, 2026

ROUTINE TAVERN INSPECTIONS*

TAVERN NAME	LOCATION	INSPECTION Y/N	VIOLATION(S)	Underage Compliance Check
Pregame Pub	2002 N 6th St	N	N	N
Bob & Randy's Bar	1515 N 6th St	N	N	N
Cop Shoppe Pub	701 Washington St	N	N	N
Glass Hat	1203 N 3rd St	N	N	N
Hiawatha Restaurant & Lounge	713 Grant St	N	N	N
Intermission	325 N 4th St	N	N	N
Limerick's Public House	634 N 3rd St	N	N	N
Loppnow's Bar	1502 N 3rd St	N	N	N
Malarkey's	412 N 3rd St	N	N	N
Emerald Night Club	320 Washington St	N	N	N
Nevermore On Third	1206 N 3rd St	N	N	N
Timekeeper Distillery	607 Grant St	N	N	N
Bull Falls Brewery	901 E. Thomas St	N	N	N
Kin and Kind	2108 Grand Ave	N	N	N
Chellis St. Pub	265 Chellis St	N	N	N
Christine's Bar	936 S. 3rd Ave	N	N	N
Denmar Tavern	601 W Thomas St	N	N	N
Eagle's Club	1703 S 3rd Ave	N	N	N
Jim's Corner Pub	1244 S 9th Ave	N	N	N
Treu's Tic Toc Club	1201 W Thomas St	N	N	N
M&R Station	818 S 3rd Ave	N	N	N
Days Bowl-A-Dome	1715 Stewart Ave	N	N	N
Hutch's Bar	4411 Stewart Ave	N	N	N
101 Pub	101 N 3rd Ave	N	N	N
After Shock Bar and Grill	1418 Lenard St	N	N	N
Callon Street Pub	209 Callon St	N	N	N

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Chatterbox Bar	102 S 2nd Ave	N	N	N
4 Fathers Pub	1724 Merrill Ave	N	N	N
Labor Temple	318 S 3rd Ave	N	N	N
North End Pub	1002 N 3rd Ave	N	N	N
Lickity Splitz	1709 Merrill Ave	Y	N	N

*During a routine tavern inspection, officers check for the following:

- Sober, licensed bartender present.
- Presence of underage persons.
- Intoxicated persons being served.
- Entertainment license posted if applicable.

In addition to the listed tasks, officers often conduct walkthroughs of taverns, especially when observing large crowds to establish a visible presence, aiming to discourage criminal activities and to encourage compliance with ordinances related to alcohol licenses.

CONVENIENCE/GROCERY STORE INSPECTIONS

None.

RESTAURANT INSPECTIONS

None.

ALCOHOL COMPLIANCE CHECKS*

*Alcohol Compliance Check Procedure: Police officers conduct alcohol compliance checks by deploying with underage volunteer(s) to taverns and other licensed establishments selling or serving alcoholic beverages to ensure compliance with ordinances related to alcohol licenses.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

ACTIVITY LOG

M&R Station, 818 S 3rd Avenue

- (1) *Event #26015761 02/04/2026 at 02:00 Hours.* CRIMINAL MISCELLANEOUS: A refused caller reports an adult female who was violating her bond conditions by being inside the bar. Officers arrived on scene and located the female in the parking lot and confirmed she had violated her bond conditions, including absolute sobriety. As a result, she was arrested for misdemeanor bail jumping, possession of THC and possession of drug paraphernalia.
- (2) *Event #26027134 02/25/2026 at 01:19 Hours.* CRIMINAL MISCELLANEOUS: A male patron called and reported a female was violating a protection order. It was reported the female left and was under the influence, driving with multiple passengers. Officer located the female who was arrested for operating while under the influence. A passenger was arrested on a WI Department of Corrections Warrant.

Matt's 101 Pub, 101 N 3rd Avenue

- (1) *Event #26023966 02/21/2026 at 00:27 Hours.* CRIMINAL MISCELLANEOUS: A male called, requesting police. Dispatchers could not understand why. Officers determined the male was impaired. He was upset because someone threw a small plastic cup at him while he was asleep at the bar to wake him up. Officers made contact with patrons and staff who confirmed he was sleeping at the bar and was asked to leave. The male walked home.

4 Fathers Pub, 1724 Merrill Avenue

- (1) *Event #26010575 01/24/2026 at 03:09 Hours.* SERVICE MISCELLANEOUS: The bartender called to request a welfare check on a male sleeping in his vehicle. As officers, arrived the male left, driving his vehicle. An officer observed a traffic violation, and an investigation determined the male was operating while under the influence. The male was arrested for 3rd offense operating while under the influence.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

DEMERIT POINTS ASSESSED

No demerit points were assessed during the month of February.

Respectfully submitted,

A handwritten signature in black ink that reads "P. Fish".

Lt. Peter Fish

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

ADDENDUM #1 of 1: CURRENT DEMERIT POINTS

TAVERN NAME	VIOLATION	POINTS ASSESSED	DATE
Lemongrass	No Licensed Bartender	50	7/05/2025
Hiawatha Restaurant & Lounge	No Licensed Bartender	50	7/05/2025
Glass Hat Bar	Sale/Serve Underage	25	4/17/25
Hutch's	Sale/Serve Underage	25	4/17/25

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

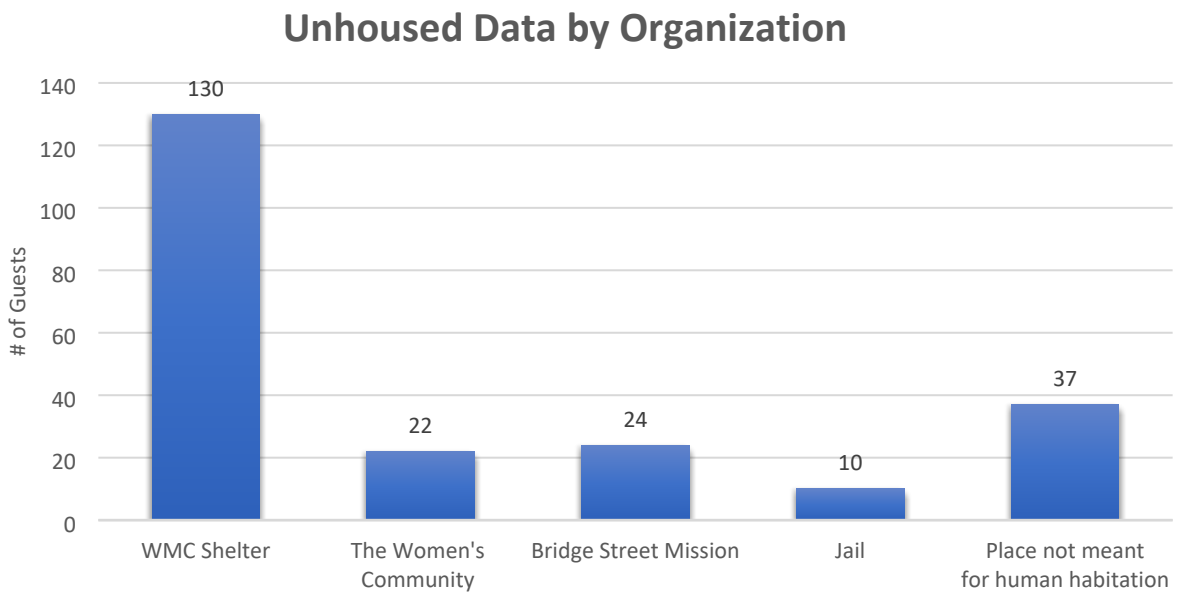
Nathan Cihlar
Administrative Captain

To: Public Health and Safety Committee
From: Tracy Durante, Community Outreach Specialist
Date: February 16, 2026
Re: Community Outreach Update



Unhoused Data

The following graph shows the number of unduplicated¹ guests housed by each organization in the previous month.



Unhoused Data Summary

In February, data provided suggests there were approximately 223 unhoused individuals identified in Wausau through various partnering agencies. As indicated in the footnote, 223 is not the true number of unhoused. As of today, organizations do not cross-reference names when coming up with their unduplicated count. This means an unhoused individual may be part of more than one organization's count, thereby inflating the true number of unhoused. An example is provided in the footnote. This number also does not include those individuals who are considered "couch surfing".

¹ The numbers reflected do not eliminate duplicates across organizations. For example, a person who stays at the WMC Shelter and Marathon County jail in the same month will count as 1 person for each organization.

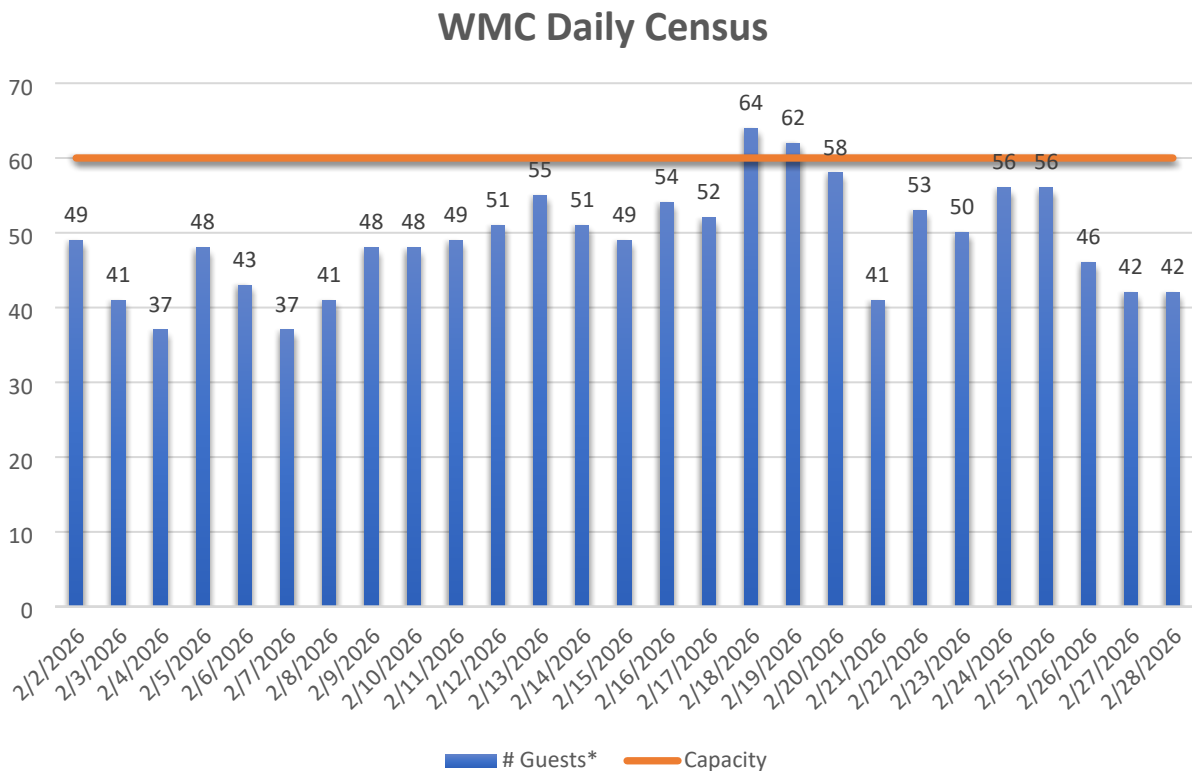
In the graph above, 83 percent of the unhoused sought or received shelter at WMC Shelter, in the month of February. Approximately 17 percent of the unhoused were living outside, or in places not meant for human habitation.

The Women’s Community data includes crime victims who sought shelter because their home was unsafe. This number reflects both adult residents (12) and their children (10).

Bridge Street Mission includes individuals who have received shelter after release from jail/prison, drug rehab, or homelessness. The number reflected should include all individuals who are housed at Bridge Street Mission, because without this amazing program in our community, 24 (per this month’s census) individuals would likely be unhoused in our community.

The Marathon County Jail includes individuals who identify as “homeless” or “unhoused” at the time of booking.

Daily Census



Daily Census Summary

130 unduplicated individuals sought shelter at WMC shelter in the month of February. The average capacity at WMC Shelter in the month of February was 81%. 23 individuals (17%) were entered in as “new” clients to the shelter. Approximately, 23% of these individuals were unhoused females. Approximately 16% of these individuals are actively employed. To date, 416 unduplicated individuals have sought shelter services at WMC Shelter since May 1, 2025.

744 volunteer hours were recorded for the month of February.

Outreach Update

There were no clients moved into permanent housing in the month of February; however, there was much progress made with two cases involving the ADRC and APS.

In addition to assisting with housing, we have also provided additional aid like transportation to medical/psychiatric appointments, bus passes, medication management, collaboration with St. Vincent DePaul, Catholic Charities, NCCAP, Social Services, Probation/Parole, and CW Solutions (FSET). Assistance was also provided with obtaining identification, setting individuals up with additional services through the ADRC as well as Community Treatment through NCHC. Case/Care Management is a service provided through both resources.

Collaboration with landlords and other non-profit agencies is on-going. Office hours at agencies throughout the city have proven beneficial in reaching the unhoused population.

Challenges and Opportunities

While we celebrate every time an unhoused individual achieves stable housing, the work does not and cannot end there. Generally, the unhoused population is vulnerable. Without someone providing ongoing support, management, intervention, accountability, and aid, the chances of remaining housed wane dramatically. In other words, our work can and will be undone in short order without systems to sustain the work. Thankfully, there are systems in place, but there are also gaps. Where gaps in case management exist, we are filling that void. We recognize, however, that our time and resources are limited in this regard. As a result, we are working to improve our understanding and relationship with existing systems while also exploring solutions that not only bridge the gap to housing, but to the essential supports that will make housing permanent.