



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, March 24, 2026 at 6:30 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

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

- 1 Call to order by the presiding officer.**
- 2 Pledge of Allegiance, and Roll Call and Proclamations.**
Sarah Ruffi Day (March 31, 2026)
- 3 Presentations.**
Mayoral Citation Recognition of Exemplary Service City of Wausau Department of Public Works Plow Crews and Support Team
Sustainability, Energy, & Environment Committee Award to Kolbe & Kolbe Millwork Co., Inc.
- 4 Consideration of the minutes of the preceding meeting, approval of the minutes if correct, and correction of mistakes if any.**
March 10, 2026 Regular Common Council Minutes
- 5 Reading of the City of Wausau Public Comment Statement.**
- 6 Comments and suggestions from preregistered citizens.**
- 7 Consent agenda.**
26-0308 Ordinance from the Parks & Recreation Committee Amending Section 9.20.070 Fires, Fireworks, Firearms, Missiles.
92-0623 Resolution from the Finance Committee Approving Renewal of Parking Lot Lease with Colonial Property 4, LLC (Grant and 3rd Streets).
- 8 Ordinances and resolutions.**
26-0302 Confirming Appointments of the Mayor of the City of Wausau to the Plan Commission, Affordable Housing Task Force, and the Business Improvement District Board.
92-1009 Resolution from the Finance Committee Approving Residential Solid Waste and Recycling Service Agreement with Harter's Fox Valley Disposal LLC.
26-0203 Resolution from the Finance Committee Approving Airspace Obstruction Removal Agreement with Schofield Ridgeland Legacy LLC – 724 and 732 Ridgeland Avenue, Schofield and Related Budget Modification.
26-0204 Resolution from the Finance Committee Approving Airspace Obstruction Removal Agreement with Zachary Lange – 811 Ridgeland Avenue, Schofield and Related Budget Modification.
25-1109A Resolution from the Finance Committee Adopting 2026 Budget Modification for the Wausau Police Department to Use the Proceeds of the Sale of a Thompson Sub-Machinegun to Purchase Red-Dot Optics.
25-1011
Joint Resolution from the Economic Development Committee and the Infrastructure & Facilities Committee Approving Development Agreement and Amended and Restated Parking Agreement with 11 Scott Street, LLC for Waterside Place at 11 Scott Street.
- 9 Suspend Rule 1(D) Transmission of Committee business to the Council, 6(B) Filing, and 12(A) Referral of resolutions.**
90-1136 Ordinance from the Public Health & Safety Committee Repealing and Recreating Wausau Municipal Code Chapter 6.44 Solid Waste Disposal.
26-0307 Resolution from Common Council Approving Release of All Claims – Property Damage for Settlement of Counterclaim and Third Party Complaint – David Hoelzel v. City of Wausau (Marathon Co. Case No. 25-CV-594).

26-0309 Joint Resolution from the Human Resources Committee and the Finance Committee Approving Paid Duty Time for Out of Country Training for a Wausau Police Department Officer.

26-0310 Joint Resolution from the Human Resources Committee and the Finance Committee Approving Community Outreach Professional Shelter Operations Duty Premium Differential.

10 Closed Session.

Adjourn to Closed Session pursuant to Wisconsin State Statute § 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, for the purpose of conferring with legal counsel regarding a settlement offer received in Marathon County Case No. 25-CV-594 (David Hoelzel).

11 Reconvene into Open Session, if necessary, to take action on Closed Session items.

12 Announcement from Mayor and Alderpersons.

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

14 Adjournment.

Mayor Doug Diny, Chair

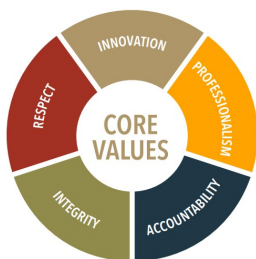
NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER

DATE: 03/18/2026
TIME: 3:00 PM
POSTED BY: Kody Hart



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

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@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



Proclamation

WHEREAS, Sarah Ruffi, a dedicated graduate of Newman Catholic High School class of 1986, Marquette University with a bachelor's of science in business and marketing, Marquette University Law School, & University of Wisconsin Whitewater with an MBA in marketing, and has been a member of the WI State Bar, member of the 7th circuit court of appeals, member of the Eastern District of WI, member of the Western District of WI, member of the US Tax Court, & has practiced law in the City of Wausau for just under 30 years; and

WHEREAS, In February 2004, Sarah founded and led Ruffi Law Offices, S.C. at 627 Jackson Street, providing compassionate legal counsel to everyday people and businesses in areas including business law, litigation, real estate, and more; and

WHEREAS, Sarah has been a pillar of strength and inspiration in our community, known as the "Woman Warrior Lawyer," through her podcast "You & Your Life," her speaking engagements, and her authorship of the book *Be Happy in Both Worlds: You can have a successful career and a happy family*, empowering women to thrive in both professional and personal spheres; and

WHEREAS, Sarah has been a beloved wife, proud mother of 4 young men who have shaped the Wausau community for young entrepreneurs, president & board member for Wausau Kiwanis for over 25 years, involved in passing the Wausau Mobile Youth Vendor Permit, past board member of the Wausau Chamber of Commerce, YWCA, South Area Business Association, Advisory Committee at the Northcentral Technical College, Marathon County Bar, & Wausau West Side Business Association, involved in the 2025 central WI Hurricane Helene relief efforts, instructor for Junior Achievement in schools in Wausau, & instructor at Upper Iowa University; and

WHEREAS, In July 2025, Sarah was diagnosed with stage 4 brain cancer (glioblastoma), facing tremendous challenges including multiple tumors and major brain surgery at Mayo Clinic, yet she has battled courageously for over six months with unwavering resilience, grace, and warrior spirit—her determination, positive outlook, and continued influence serving as a beacon of hope, strength, and perseverance that has touched countless lives in our community; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau in the state of Wisconsin, do hereby commend Sarah Ruffi for her outstanding contributions as an attorney, author, advocate, and community leader; recognize her extraordinary courage in battling stage 4 brain cancer; honor her enduring impact on Wausau; and proclaim **March 31, 2026** as Sarah Ruffi Day in Wausau.

Sarah Ruffi Day in Wausau


Doug Diny.

Doug Diny
Mayor, City of Wausau
March 3, 2026

**Mayoral Citation
Recognition of Exemplary Service**

**City of Wausau Department of Public Works (DPW) Plow Crews,
Municipal Fleet Staff, and Support Team:**

In response to a historic winter storm that delivered a record-shattering 30.9 inches of snowfall to Wausau from March 14–16, 2026, surpassing all previous single-storm totals and establishing new benchmarks for severity, our Department of Public Works plow crews, Municipal Fleet Staff, and entire support team demonstrated extraordinary dedication, skill, and resilience.

The plow operators, mechanics, supervisors, dispatchers, and support personnel worked relentlessly around the clock through blizzard conditions, high winds, heavy drifting, and near-zero visibility to clear essential roadways, maintain emergency access, and safeguard our community during one of the most intense snow events in recorded history.

Of note is the valiant contribution of our four Municipal Fleet technicians, who maintained 12-hour shifts to provide continuous 24-hour breakdown support and repairs for city equipment throughout the storm. Two of these technicians also volunteered their time on Saturday to ensure downtown snow removal operations continued without interruption. By the end of this Friday, these dedicated professionals will have worked 12 straight days without a day off, an unparalleled display of commitment and sacrifice.

The City of Wausau proudly honors the entire DPW team for their professionalism, endurance, and selfless service in protecting public safety and enabling recovery. Your efforts embody the highest ideals of public service and have earned the profound gratitude of every resident.

Presented this 24th day of March 2026.

Doug Diny
Doug Mayor, City of Wausau





OFFICIAL MINUTE PROCEEDINGS
REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, March 10, 2026 at 6:30 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

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

1 Call to order by the presiding officer.

2 Pledge of Allegiance, and Roll Call and Proclamations.

Mayor Doug Diny presided.
The meeting was called to order at 06:40 PM.

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

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

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

Yes 11, No 0, Abstained 0

MOTION PASSED.

February 24, 2026 Regular Common Council Minutes

4 Reading of the City of Wausau Public Comment Statement.

The Chair read the public comment statement.

5 Comments and suggestions from preregistered citizens.

1. Rebecca Borke, 1809 N. 3rd Street - spoke in opposition to reconsider 24-0704.
2. Erin Andrews, 1310 McIndoe Street - spoke in opposition to reconsider 24-0704.
3. Robert Walsh, 1101 Grand Avenue - spoke in opposition to reconsider 24-0704.
4. Toufue Xiong, 1103 Sherman Street - spoke in opposition to reconsider 24-0704.
5. Corina Norrbom, 202500 DuBay Drive, Mosinee - spoke in opposition to reconsider 24-0704.
6. Tony Gonzales, 219 N. 4th Avenue - spoke on 24-0704

Point of order by Lukens that the public commenter made references to staff members against the public comment statement. Point of order was not well taken by the Chair.

6 Consent agenda.

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

Yes 11, No 0, Abstained 0

MOTION PASSED.

26-0303 Ordinance from the Plan Commission Rezoning 731 N 1st Street from a (DPMU) Downtown Periphery Mixed Use Zoning District to a (DRMU) Downtown High-Rise Mixed-Use District.

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

26-0304 Ordinance from the Infrastructure & Facilities Committee Designating 15 Minute Loading Zone on the North Side of Jackson Street Between 3rd Street and 5th Street.

26-0305 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the South Side of Jackson Street Beginning at the Intersection with 5th Street and Extending West 300 Feet.

7 Ordinances and resolutions.

24-0704 Reconsideration of the Resolution from the Finance Committee authorizing entering into Memorandum of Understanding with both Healthy Opportunities for Latin Americans (HOLA) and New Beginnings Inc. through the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Capacity Building Grant.

Point of order raised by Alderperson Henke that was a point of clarification that the motion would be on the item as it originally stood and not to reconsider the item. Point of order was well taken by the Chair.

Rasmussen stated this is part of two separate steps to build the support capacity to educate the non-English speaking public on lead hazards and then remediate the lead hazards. It was further stated support for continuing the good work.

Tierney questioned the number of households that could be served and what the process is to abate lead hazards from those households. It was stated that the grant is to reach out to households to build capacity for future grants for remediation. Tierney further stated the item should be reconsidered because of the cost of administrative services to the contracted non-profits and stated opposition due to those associated costs. It was further stated that another request for proposal could bring the administrative costs down.

Kilian stated agreement with Tierney and stated that the RFP timeframe was not sufficient for adequate consideration.

Motion by Alderperson Henke to call the question. Without objection, the question was called.

Motion by Alderperson Larson, seconded by Alderperson Neal, to approve.

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

No - Alderperson Kilian, Alderperson Larson

Abstained - None

Yes 9, No 2, Abstained 0

MOTION PASSED.

Motion by Alderperson Griner, seconded by Alderperson Tierney, to reconsider the reconsideration of the Resolution from the Finance Committee authorizing entering into Memorandum of Understanding with both Healthy Opportunities for Latin Americans (HOLA) and New Beginnings Inc. through the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Capacity Building Grant.

Yes - Alderperson Kilian, Alderperson Larson, Alderperson Neal, Alderperson Griner, , Alderperson Tierney,

No - Alderperson Lukens, Alderperson Martens, Alderperson McElhaney , Alderperson Rasmussen, Alderperson Watson, Alderperson Henke

Abstained - None

Yes 5, No 6, Abstained 0

MOTION FAILED.

26-0302 Confirming Appointments of the Mayor of the City of Wausau to the Board of Review.

Motion by Alderperson Watson, seconded by Alderperson Lukens, to Approve.
Yes 11, No 0, Abstained 0
MOTION PASSED.

8 Suspend Rule 12(A) Referral of resolutions and 6(B) Filing.

Motion by Alderperson Neal, seconded by Alderperson Lukens, to Suspend Rule 12(A) Referral of resolutions and 6(B) Filing.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner, Alderperson McElhaney , Alderperson Rasmussen, Alderperson Henke
No - Alderperson Kilian, Alderperson Watson, Alderperson Tierney, Alderperson Larson
Abstained - None
Yes 7, No 4, Abstained 0
MOTION FAILED.

26-0306 Joint Resolution from the Finance Committee and Transit Commission Approving Contract with Kueny Architects LLC for Wausau Area Transit Feasibility Study.

26-0307 Resolution from Common Council Approving Release of All Claims - Property Damage for Settlement of Counterclaim and Third Party Complaint – David Hoelzel v. City of Wausau (Marathon Co. Case No. 25-CV-594).

9 Closed Session.

Adjourn to Closed Session pursuant to Wisconsin State Statute § 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, for the purpose of conferring with legal counsel regarding a settlement offer received in Marathon County Case No. 25-CV-594 (David Hoelzel).

10 Reconvene into Open Session, if necessary, to take action on Closed Session items.

11 Announcement from Mayor and Alderpersons.

1. Alderperson Watson - stated that the postcards letting voters in aldermanic districts 7 and 8 were being received in the mail and reminded those respective voters that their new polling location was at East Gate Marathon Park.

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

13 Adjournment.

Motion by Alderperson Neal, seconded by Alderperson Tierney, to adjourn. Motion carried. Meeting adjourned at 07:44 PM.

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



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CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Parks & Recreation Committee Amending Section 9.20.070 Fires, Fireworks, Firearms, Missiles.

Committee Action: Approved 5-0

File Number: 26-0308

Date Introduced: March 24, 2026

Ordinance Number: 61-6010

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

Section 1. That Section 9.20.070 Fires, fireworks, firearms, missiles is hereby amended to read as follows:

9.20.070 Fires; **and** fireworks, ~~firearms, missiles~~

(a) *Fires.* ~~No fires shall be permitted in any park other than The 400 Block, except for cooking purposes at designated places. No fires shall be permitted under or within a park shelter. No grilling shall be permitted on the 400 Block, with the exception of those special events for which waivers are granted upon the recommendation of Public Health & Safety Committee and approval of the Common Council. Open fires utilizing liquid or gas fuels may be permitted on the 400 Block with the written consent of the Committee.~~

(1) No person shall start, tend or maintain any fire except at designated fireplaces or permanent grills within any city park other than the 400 Block.

(2) No person shall burn refuse in any designated fireplace or permanent grill within any city park.

(3) Fires for cooking or heating are permitted in portable metal stoves, heaters, grills or fireplaces at designated picnic areas but are not permitted under or within a park shelter.

(4) No grilling shall be permitted on the 400 Block, with the exception of those special events for which waivers are granted upon the recommendation of Public Health & Safety Committee and approval of the Common Council. Open fires utilizing liquid or gas fuels may be permitted on the 400 Block with the written consent of the Committee.

(5) No person shall abandon any fire or leave any fire unattended or throw away any matches, cigarettes, cigars, pipe ashes or embers without first extinguishing them. No person shall start, tend or use in any manner any fire contrary to posted notice in any city park.

(b) *Fireworks*. No person shall possess or discharge any fireworks regulated by Wisconsin Statute Section 167.10(1) in any City park except those approved as part of a Special Event and permitted pursuant to Section 17.49.060.

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: 3/24/2026
Approved: 3/25/2026
Published: 4/1/2026
Attest: 3/25/2026

Approved:

Doug Diny, Mayor

Attested:

Kaitlyn A. Bernarde, City Clerk



OFFICIAL MINUTES
REGULAR MEETING

MEETING: Parks & Recreation Committee
DATE/TIME: Monday, March 2, 2026 at 5:15 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Lou Larson (C) Carol Luken (VC)
Lisa Rasmussen Sarah Watson
Tom Neal

Members Present: Lou Larson, Carol Lukens, Lisa Rasmussen, Tom Neal, Sarah Watson
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:15 PM.

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

No public comment

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

Regular Parks and Recreation Committee February 2, 2026 Minutes

Motion by Alderperson Watson, seconded by Alderperson Lukens, to approve Parks and Recreation Committee February 2, 2026 Minutes. Motion Passed 5-0.

3 Discussion and possible action.

a. Wausau Municipal Code § 9.20.070 Fires, Fireworks, Firearms, Missiles

Motion by Alderperson Neal, seconded by Alderperson Watson, to approve Update to Wausau Municipal Code 9.20.070 Fires, Fireworks, Firearms, Missiles. Motion Passed 5-0.

b. Overview of Potential Future Trail from City of Schofield to the City of Wausau

Polley provided the Committee with an overview of a potential future trail that the City of Schofield is reviewing that would connect the City of Schofield to the City of Wausau near the Eau Claire River Conservancy. There was no requested action.

Committee members provided feedback regarding the idea of a future trail. Feedback included verifying the covenants of the Eau Claire River Conservancy for any restrictions on use or development, as the vision of the Eau Claire River Conservancy is to remain as natural as possible and a paved trail and/or bicycles, including e-bikes, may not be permitted. Committee members expressed their desire for the City to continue to pursue a partnership and collaboration with the City of Schofield on a trail connection. Potential committees that could provide guidance and funding feedback if the project were to move forward include the City of Wausau's Bike and Pedestrian Committee, Room Tax Commission, Parks and Recreation Committee and Plan Commission. Initial public feedback was shared that included support for a trail as an alternative to Grand Avenue, support for the connection between the communities, concerns regarding e-bikes and the desire to keep the conservancy as natural as possible.

c. Divestment of the Sawmill Timbers

In 2012, the City, in partnership with the Community Foundation, arranged for the Stone Lumber Sawmill building to be dismantled, inventoried, and placed into storage with the expectation that it would be reconstructed within five years. To date, the sawmill has not been reconstructed. Polley reviewed the work done to date to evaluate the timbers, determine a possible project location and develop a concept plan for a replicated facility utilizing the existing timbers as accent pieces only due to the reported condition of the untreated white pine timbers.

Due to the inability to rebuild the sawmill and utilize the existing timbers as was envisioned, the Committee discussed the request to issue an invitation to bid as an option to divest of the timbers that are currently being held in storage at a private residence.

Committee members expressed concern about divesting of the timbers until discussions have been had with the Historical Society, Community Foundation and possible arts groups. Staff has had discussions with the Historical Society and Community Foundation. However, staff will contact the organizations to obtain a letter stating their desires and/or ability to utilize the timbers. The Committee also discussed alternative storage options for the timbers to remove them from the private residence if the desire to keep them is determined. Possible options mentioned included the old water plant, MBX property or paid storage.

Staff will obtain letters from the Historical Society and Community Foundation and will provide the Committee with storage options, storage costs and transportation costs to move the timbers. No further action was taken.

4 Discussion.

a. Park Updates (Oak Island Skate Park, Sylvan Tubing Hill)

Polley reviewed the current projects. There was no further discussion or action.

5 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Luken, to adjourn the meeting at 5:45 PM. Motion Passed 5-0.

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



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CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Approving Renewal of Parking Lot Lease with Colonial Property 4, LLC (Grant and 3rd Streets).

Committee Action: Approved 5-0

File Number: 92-0623

Date Introduced: March 24, 2026

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the current three-year lease agreement between the City, as Lessee, and Colonial Property 4, LLC (“Colonial”), as Lessor, for the lease of the parking lot at Third and Grant Streets, expires on March 31, 2026; and

WHEREAS, Colonial has offered to renew the lease with the same terms and conditions, but is requesting a four percent (4%) increase in the base rent amount from \$2,115 per month to \$2,199.60 per month to be paid by the City, for 44 parking stalls; if Colonial exercises its right to utilize six parking stalls, the City’s lease payment would be reduced to \$1,899.26 for the remaining 38 stalls; and

WHEREAS, your Finance Committee, at their March 10, 2026 meeting, reviewed the request and recommends the City renew the lease for a three-year period commencing April 1, 2026 thru March 31, 2029, under the terms and conditions set forth in the proposed lease agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a three-year agreement for the lease of the Third and Grant Streets parking lot from Colonial Property 4, LLC, a copy of which is attached hereto and incorporated herein by reference.

Approved:

Doug Diny, Mayor

AGREEMENT FOR LEASE OF PARKING LOT—
THIRD AND GRANT STREETS

THIS AGREEMENT, made this _____ day of _____, 2026, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as “CITY,” and Colonial Property 4, LLC, an Iowa limited liability company, hereinafter referred to as “OWNER”;

WITNESSETH:

WHEREAS, OWNER, is the owner of the parking lot on the southeast corner of Third and Grant Streets, in the City of Wausau, which parking lot is delineated on “Exhibit A” attached hereto and incorporated hereby reference, and shall hereinafter be referred to as “LOT”; and

WHEREAS, CITY wishes to lease LOT so as to provide parking to the public, allowing OWNER to utilize portions of LOT for private parking, and OWNER will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as hereinafter agreed, CITY shall have the exclusive use of LOT for the provision of whatever parking arrangement CITY wishes, the current configuration providing for forty-four (44) parking stalls; that in return, CITY agrees to pay OWNER Two Thousand One Hundred Fifteen and no/100 Dollars (\$2,199.60) per month plus an amount of money equal to one twelfth (1/12) of the net real estate tax due for LOT, such payment to be made by CITY to owner on the first (1st) of the month.
2. This Lease shall be for a three-year (3-year) term, commencing on April 1, 2026, and terminating on March 31, 2029. OWNER shall have the following options with regard to parking:
 - A. Any time during the pendency of the lease term, OWNER may utilize for its own use, six (6) parking stalls; this option may be exercised upon ninety-day (90-day) notice, in writing, to CITY; lease payment from CITY to OWNER, in this event, would be One Thousand Eight Hundred Ninety-Nine and 24/100 Dollars (\$1,899.24) for the remaining thirty-eight (38) parking stalls.
 - B. Notwithstanding subparagraph A above, CITY shall continue to pay the entire tax bill for LOT and continue to plow entire LOT as provided for in paragraph 4; however, the cost of maintenance referred to in paragraph 4 shall be prorated between CITY and OWNER based on the percent utilized by each.
 - C. OWNER shall have adequate access to and from any privately utilized stalls and Grant Street.
 - D. In the event OWNER does utilize stalls for its own use, then in that event the term “LOT” as used in this Agreement shall refer only to those portions of the demised premises used by the public.
3. LOT shall be continuously used as a parking lot. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may

Recording Area

Name and Return Address

Office of the City Attorney
City Hall – 407 Grant Street
Wausau, WI 54403

(\$30 Charge to City of Wausau)

PIN: 37.291.4.2907.253.0240

make void or voidable any insurance on the LOT or which may increase the premiums therefore. CITY will keep LOT clean and attractive in appearance at all times.

4. CITY shall keep LOT, and every part thereof and any fixtures or equipment contained therein, in good condition and repair including all parking meters, the asphalt surface, and the grass. As used in paragraph 2, the term "repairs" shall include replacement and other improvements as are necessary to maintain the property in good order and condition. CITY shall plow snow in LOT when needed and shall avoid placing any snow adjacent to the building located at 615 North Third Street. City shall remove snow from sidewalks adjacent to LOT on Third Street and Grant Street and otherwise sweep and maintain sidewalks.

Notwithstanding anything to the contrary contained herein, CITY will keep, maintain, and preserve LOT in a first class condition. CITY will indemnify and hold harmless OWNER from and against all loss, claims, damages, costs, or expenses suffered by OWNER by reason of any repairs made by CITY.

5. CITY will not make or allow any alterations, additions, improvements, or utility installations upon LOT without first obtaining the written consent of OWNER. The term "utility installations," as used herein, shall include without limitation power panels, utility transformers, light fixtures, conduits, and wiring.
6. At the termination of this Lease, CITY shall remove all parking meters, pay stations, pipes, parking signage and any alterations and additions erected by CITY, and restore LOT to an unmetered condition including the repair of any damaged areas on the asphalt surface.
7. CITY shall not display, inscribe, print, maintain, or affix any signs, lettering, placards, or other advertising matter or material on LOT without the prior written consent of OWNER provided, however, that metering instructions and parking rules signage may be installed within the parking lot.
8. CITY shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of CITY's interest in this Lease or in LOT without OWNER's prior written consent. Any attempted assignment, transfer, mortgage, use, lease, occupancy, encumbrance, or subletting without such consent shall be void and shall constitute a default under this Lease.
9. Nothing in this Lease shall be construed so as to authorize or permit any insurer of OWNER or CITY to be subrogated to any right of OWNER or CITY against the other party arising under this Lease. OWNER and CITY each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Lease by either OWNER or CITY shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either OWNER or CITY from obtaining any such policy.
10. CITY hereby agrees that OWNER shall not be liable for injury to CITY's business or any loss of income or other consequential damages or for damage to the equipment or other property of CITY, CITY's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT, nor shall OWNER be liable for injury to CITY's employees, agents, contractors, occupants, invitees, customers, sublessees, public citizens, or any other person in or about LOT.

CITY shall indemnify, defend and hold harmless OWNER from and against any and all claims arising from CITY's use of LOT, or from the conduct of CITY's business or from any activity, work or things done, permitted or suffered by CITY in or about LOT or elsewhere and shall further indemnify, defend and hold harmless OWNER from and against any and all claims arising from any breach or default in the performance of any obligation on CITY's part to be performed under the terms of this Lease, or arising from any negligence of CITY, or any of CITY's sublessees, agents, customers, invitees, contractors, occupants, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against OWNER by reason of any such claim, CITY, upon notice from OWNER, shall defend the same at CITY's expense by counsel satisfactory to OWNER. CITY, as a material part of consideration to OWNER, hereby assumes all risk of damage to property or injury to persons, in, upon or about LOT arising from any cause, and CITY hereby waives all claims in respect thereof against OWNER; however, the provisions in this paragraph shall not apply to those cases in which OWNER is negligent.

11. OWNER shall obtain before the Commencement Date, and shall maintain through the expiration or termination of this Lease, a policy of commercial general liability insurance on LOT with limits of public liability not less than \$1,000,000 for death/or bodily injury, including personal injury, and property damage liability of not less than \$1,000,000 per occurrence. Such insurance shall not cover any leasehold improvements installed on LOT by or for the benefit of CITY at its expense, or CITY's parking meters or other equipment, or personal property located in LOT.
12. CITY will, at all times during the term of this Lease, and at its sole cost and expense, maintain the following insurance in full force and effect:
 - A. All-risk property insurance covering the full replacement value of all of CITY's leasehold improvements, equipment, parking kiosk and personal property within LOT.
 - B. Commercial general liability insurance naming OWNER, CITY, and any mortgagee designated by OWNER as the insured, to insure against injury to property, person or loss of life arising out of the ownership, use, occupancy, or maintenance of LOT with limits of public liability not less than \$1,000,000 per occurrence. For each year in which this Lease is in effect, CITY shall provide to OWNER and any party designated by OWNER a copy of the insurance policy endorsement or wording showing that OWNER and such other parties have been added as additional named insureds. The policy described in this subsection B shall apply on a primary basis to OWNER even if OWNER has other liability insurance coverage. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Lease.
13. The rights of CITY under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against LOT and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that CITY's rights under this Lease and possession of LOT shall not be disturbed so long as CITY is not in default hereunder. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination CITY shall promptly execute such further instruments as may be requested by OWNER, including an instrument subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by OWNER and/or any mortgagees or proposed mortgages. CITY at the option of any mortgages agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof. Failure of CITY to execute any of the above instruments within ten (10) days upon written request to do so by OWNER, shall constitute a breach of this Lease and OWNER will be entitled to, at its option; (i) execute, acknowledge, and deliver any such instrument on behalf of CITY as CITY's attorney-in-fact (CITY hereby constituting and irrevocably

appointing OWNER as CITY's attorney-in-fact for such purpose) and/or, (ii) cancel this Lease and terminate CITY's interest therein.

14. CITY shall in the event of the sale, assignment, or other transfer of OWNER's interest in LOT or in this Lease, or in the event of any proceeding brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by OWNER covering LOT, attorn to the transferee and recognize such transferee as OWNER under this Lease.
15. CITY shall at any time, upon not less than ten (10) days after the giving of written notice by OWNER, execute, acknowledge and deliver to OWNER or to such person designated by OWNER, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to CITY's knowledge, any uncured defaults on the part of OWNER hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of CITY, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by OWNER. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of LOT.
16. In the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party is entitled to recover all reasonable costs and expenses including reasonable attorneys' fees.
17. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by OWNER to CITY or by CITY to OWNER shall be deemed to be complied with, when and if, the following steps are taken:
 - A. All payments required to be made by CITY to OWNER hereunder shall be payable to OWNER at Colonial Property 4, LLC, 210 Ranch Dr., P.O. Box 1148, Dillon, MT 59725, or such other addresses OWNER may specify from time to time by written notice delivered in accordance herewith.
 - B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names as follows: CITY: City of Wausau, Attn: Director of Finance, Wausau City Hall, 407 Grant Street, Wausau, WI 54403; and for OWNER: Colonial Property 4, LLC, 210 Ranch Dr., P.O. Box 1148, Dillon, MT 59725, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.
18. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
19. This Agreement shall run with the land during this three-year (3-year) lease period and shall be binding upon OWNER, its successors in title, or assigns.

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

CITY OF WAUSAU

By: _____
Doug Diny, Mayor

BY: _____
Kaitlyn A. Bernarde, Clerk

COLONIAL PROPERTY 4, LLC

By: _____
Michael M. Priebe

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2026, the above-named Michael M. Priebe of Colonial Property 4, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

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

Exhibit A-1

LEGAL DESCRIPTION

PIN: 37.291.4.2907.253.0240

Lots Seven (7) and Eight (8) in Block Three (3) of McIndoe and Shuter's Addition to Wausau,
Marathon County, Wisconsin.

Lisa Parsch

From: Mike Priebe [REDACTED]
Sent: Thursday, February 19, 2026 12:36 AM
To: Lisa Parsch
Subject: Re: Colonial Property 4 Parking Lot Lease - 3rd and Grant Streets

Hello Lisa.

Thanks for your message. I would like to renew the lease agreement for another three years and I would propose a 4% increase to the base rent amount to address rising insurance costs, etc. There would be no other changes to the lease agreement.

Could you please propose this at the next Finance Committee meeting?

Please confirm your receipt of this message since I am currently traveling and have sporadic cell reception. Also note that my primary email address is now [REDACTED]

Thanks for your assistance.
Mike Priebe

Sent from my iPhone

On Feb 18, 2026, at 4:34 AM, Lisa Parsch <Lisa.Parsch@wausauwi.gov> wrote:

Mr. Priebe,

The attached parking lot lease between Colonial Property 4, LLC and the City of Wausau will expire on March 31, 2026. Please advise our office if you are interested in renewing the lease for another three years.

If you are interested in renewing the lease, this matter will need to be considered at an upcoming Finance Committee meeting. Thank you.

Lisa Parsch
Legal Assistant
City Attorney's Office
407 Grant Street
Wausau WI 54403

lisa.parsch@wausauwi.gov

CONFIRMATION OF MAYOR’S APPOINTMENTS

Confirming Appointments of the Mayor of the City of Wausau to the Plan Commission, Affordable Housing Task Force, and the Business Improvement District Board.

File Number: 26-0302

Date Introduced: March 24, 2026

Plan Commission

<u>Appointee:</u>		<u>Term:</u>	<u>Term Ending:</u>
Bruce Bohlken	5 th Term	Reappointment	04/30/2027
George Bornemann	5 th Term	Reappointment	04/30/2029

Affordable Housing Task Force

<u>Appointee:</u>		<u>Term:</u>	<u>Term Ending:</u>
Tom Holster	2 nd Term	Reappointment	04/30/2028

Business Improvement District Board

<u>Appointee:</u>		<u>Term:</u>	<u>Term Ending:</u>
Hannah Dusso	1 st Term	Replacing Mary Gallagher	12/31/2026
Owen Jones		1 st Term	12/31/2027

Attest:

Kaitlyn Bernarde, City Clerk



Citizen Participation Form

Thank you for your interest in serving on one of our many Boards, Committees or Commissions. The Mayor makes appointments, which are subject to confirmation of the Council. Some, but not all, require residency or specific qualifications. Therefore, unless you express a specific interest in serving on a particular Board, Committee, or Commission, your response to the following questions will assist in appointing you, subject to confirmation of the Council. The City is looking for a broad representation of citizens with diverse backgrounds, talents, and interests. Submission of a completed application does not guarantee placement.

Contact Information

Full Name *

Owen R. Jones

First and Last Name

Residential Address *

Street Address

[Redacted]

Address Line 2

City

Schofield

State/Province/Region

WI

Postal/Zip Code

[Redacted]

Is this your residence for voter registration? *

Yes No

Phone *

[Redacted]

Email *

[Redacted]

How long have you been a Wausau resident? *

4 years

Do you own a business within the City of Wausau? *

Yes No

If Yes, please list the name and address of the business

[Redacted]

Employment Information

Please provide your current or most recent employment information.

What is your most recent job title? *

Business Name *

Business Address *

Street Address

[Redacted]

Address Line 2

City

Wausau

State/Province/Region

WI

Postal/Zip Code

[Redacted]

Business Phone Number *

[Redacted]

Community Involvement

Please note any history of involvement with your community.

Are you currently serving on any Boards, Commissions or Committees? *

Yes No

If Yes, please list them here.

Greater Wausau Chamber of Commerce, Schofield Planning Commission, Pool Commission, GWPP(advisor)

Do you have previous experience in any form of government?(This could be as an employee, committee member, elected official, etc) *

Yes No

Describe your involvement within the Wausau community - including government, schools, non-profit organizations, athletics, etc. *

I have been actively involved in several community organizations in the Wausau area, primarily focused on economic development, business growth, and strengthening the downtown community. I have served on the Board of Directors for the Greater Wausau Chamber of Commerce since 2020 and was honored to serve as Chairman during the organization's one-year term in 2023. During my time with the Chamber, I have been involved in initiatives supporting downtown development, including the Chamber's new downtown offices and planning efforts related to the future Power House redevelopment. These projects are intended to help strengthen downtown Wausau and support long-term economic growth in the region.

I also previously served on the board of the Greater Wausau Prosperity Partnership (GWPP) for the maximum two-year term and was later asked to continue contributing as a strategic advisor, a role I have accepted. In addition, I stay involved in my children's school, Faith Christian Academy, both philanthropically and in an advisory capacity. Supporting organizations that strengthen the local economy, community institutions, and educational opportunities in Wausau is important to me, and I value the opportunity to contribute where I can.

Area of Interest

Information regarding existing City of Wausau Boards, Commissions and Committees can be found on the City Website at www.wausauwi.gov/your-government/city-council/boards-committees-commissions.

Please select your top three boards, committees, or commissions you are interested in serving on: *

- AARP Livability Committee
- Affordable Housing Regional Task Force
- Administrative Review Board
- Airport Committee

- | | |
|--|--|
| <input type="checkbox"/> Bicycle & Pedestrian Advisory Committee | <input type="checkbox"/> Board of Review |
| <input type="checkbox"/> Board of Zoning Appeals | <input type="checkbox"/> Building Advisory Board |
| <input checked="" type="checkbox"/> Business Improvement District Board | <input type="checkbox"/> Capital Improvement Program Committee(CIPC) |
| <input type="checkbox"/> Citizen's Advisory Committee | <input checked="" type="checkbox"/> Community Development Authority |
| <input type="checkbox"/> Ethics Board | <input type="checkbox"/> Historic Preservation Commission |
| <input type="checkbox"/> Joint Review Board | <input type="checkbox"/> Liberation and Freedom Committee |
| <input checked="" type="checkbox"/> Plan Commission | <input type="checkbox"/> Police and Fire Commission |
| <input type="checkbox"/> Sustainability, Energy, and Environment Committee | <input type="checkbox"/> Transit Commission |
| <input type="checkbox"/> Wausau Arts Commission | <input type="checkbox"/> Wausau Veterans Committee |
| <input type="checkbox"/> Wausau Water Works Commission | <input type="checkbox"/> Room Tax Commission |

Please note your order of interest from the selections above. *

BIDB, Community Dev Authority, Plan Commish

Please list first, second and third choice

Please expand on why you are interested in serving on your selected boards, committees, and commissions. *

I am interested in serving because I care deeply about the long-term success and vitality of downtown Wausau. With my office located in the River District and much of my work focused on real estate and business development in the community, I have a strong personal and professional interest in seeing the district continue to grow as a vibrant place to live, work, and invest. Downtown areas are often the economic and cultural heart of a city, and thoughtful leadership and collaboration can make a meaningful difference in their continued success.

I also believe that individuals who are actively investing their time and resources into the community should participate in helping shape its future. Serving on the board would give me an opportunity to contribute my experience in business development, property investment, and marketing while working alongside other community leaders to support local businesses, attract new investment, and continue building momentum in the River District.

Ultimately, I see this as an opportunity to give back to the community that has provided significant opportunities for my family and businesses, while helping ensure downtown Wausau remains strong and competitive for years to come.

Are you willing and able to attend meetings on a regular basis? *

Yes No

What qualifications and experience will you bring to the Board, Committee or Commission? *

I bring the perspective of an active downtown business owner, real estate investor, and entrepreneur who is directly involved in the growth and development of the Wausau community. Through Jones Real Estate Group, with our office located on the 400 Block in the River District, I work regularly with property owners, tenants, and investors who are evaluating opportunities to start businesses, expand operations, or invest in downtown properties. This provides firsthand insight into the challenges and opportunities facing the district, including business recruitment, property redevelopment, and increasing foot traffic and activity downtown.

In addition to my business experience, I have served in leadership roles within several local organizations focused on economic development and community growth, including the Greater Wausau Chamber of Commerce and the Greater Wausau Prosperity Partnership. These experiences have strengthened my understanding of how collaboration between local businesses, property owners, and public institutions can support long-term economic vitality.

I believe I bring a practical, investment-oriented perspective focused on strengthening the downtown environment, supporting local businesses, and encouraging continued private investment in the River District. I would look forward to contributing that perspective while working collaboratively with other board members to help ensure downtown Wausau continues to grow as a vibrant place to live, work, and do business.

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

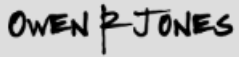
File Uploads

You may choose to attach supplemental information, such as a professional resume, personal biography, letter of interest, or references that may further support your appointment. This is not a requirement.

Acknowledgement

This application will remain on file for three years from the date of submission. Please be advised that your completed application including any supplemental attachments, are subject to open records requests under the Freedom of Information Act.

Signature *



OWEN P. JONES

Date

03/12/2026



Citizen Participation Form

Thank you for your interest in serving on one of our many Boards, Committees or Commissions. The Mayor makes appointments, which are subject to confirmation of the Council. Some, but not all, require residency or specific qualifications. Therefore, unless you express a specific interest in serving on a particular Board, Committee, or Commission, your response to the following questions will assist in appointing you, subject to confirmation of the Council. The City is looking for a broad representation of citizens with diverse backgrounds, talents, and interests. Submission of a completed application does not guarantee placement.

Contact Information

Full Name *

Hannah Dusso

First and Last Name

Residential Address *

Street Address

[Redacted]

Address Line 2

City

Wausau

State/Province/Region

WI

Postal/Zip Code

[Redacted]

Is this your residence for voter registration? *

Yes No

Phone *

[Redacted]

Email *

[Redacted]

How long have you been a Wausau resident? *

9 months

Do you own a business within the City of Wausau? *

Yes No

If Yes, please list the name and address of the business

All MOVEMENT Store, [Redacted]

Employment Information

Please provide your current or most recent employment information.

What is your most recent job title? *

Business Name *

Business Address *

Street Address

[Redacted]

Address Line 2

City

Wausau

State/Province/Region

WI

Postal/Zip Code

[Redacted]

Business Phone Number *

[Redacted]

Community Involvement

Please note any history of involvement with your community.

Are you currently serving on any Boards, Commissions or Committees? *

Yes No

Do you have previous experience in any form of government?(This could be as an employee, committee member, elected official, etc) *

Yes No

Describe your involvement within the Wausau community - including government, schools, non-profit organizations, athletics, etc. *

I own a small business located in the historic 300 block of Wausau. I've got two kids in the Wausau Public School, Franklin Elementary. We are members at St. Mark's Lutheran Church in Wausau off of Bridge Street. I volunteer weekly with Blessings in a Backpack, run by Erin Noll. And, my family and I are members at the YMCA where we all take multiple fitness courses on a weekly basis.

Area of Interest

Information regarding existing City of Wausau Boards, Commissions and Committees can be found on the City Website at www.wausauwi.gov/your-government/city-council/boards-committees-commissions.

Please select your top three boards, committees, or commissions you are interested in serving on: *

- AARP Livability Committee
- Affordable Housing Regional Task Force
- Bicycle & Pedestrian Advisory Committee
- Board of Zoning Appeals
- Business Improvement District Board
- Citizen's Advisory Committee
- Ethics Board
- Joint Review Board
- Plan Commission
- Sustainability, Energy, and Environment Committee
- Administrative Review Board
- Airport Committee
- Board of Review
- Building Advisory Board
- Capital Improvement Program Committee(CIPC)
- Community Development Authority
- Historic Preservation Commission
- Liberation and Freedom Committee
- Police and Fire Commission
- Transit Commission

Wausau Arts Commission

Wausau Veterans Committee

Wausau Water Works Commission

Room Tax Commission

Please note your order of interest from the selections above. *

Business Improvement District Board, Community Development Authority

Please list first, second and third choice

Please expand on why you are interested in serving on your selected boards, committees, and commissions. *

As a fellow small business owner who is new to the Wausau area, moving from a large community, Omaha Nebraska, I think it would be beneficial to be on the Business Improvement District Board to bring new ideas. My business is focused on supporting the movement community. I think being a part of the Community Development Authority I could bring ideas to involve movement classes and/or functions to the Wausau area.

Are you willing and able to attend meetings on a regular basis? *

Yes No

What qualifications and experience will you bring to the Board, Committee or Commission? *

Over 8 years of experience in customer service and upper Retail management. A background living in multiple demographic areas, such as Nebraska, Seattle, LA, U.K., Japan, and Europe. A mother who is navigating a growing career along with her growing children. Someone who is well established with her local church congregation. And a passionate, hardworking, goal setting personality.

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

File Uploads

You may choose to attach supplemental information, such as a professional resume, personal biography, letter of interest, or references that may further support your appointment. This is not a requirement.

Acknowledgement

This application will remain on file for three years from the date of submission. Please be advised that your completed application including any supplemental attachments, are subject to open records requests under the Freedom of Information Act.

Signature *

Hannah Dusso

Date

03/12/2026

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Approving Residential Solid Waste and Recycling Service Agreement with Harter’s Fox Valley Disposal LLC.

Committee Action: Approved 5-0

File Number: 92-1009

Date Introduced: March 24, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Annualized increase of \$573,298
	<i>Included in Budget:</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	<i>Budget Source:</i>
COSTS	<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:</i> \$2,092,188 based upon a 65 gal refuse and 95 gal recycling and 14,826 residential units
	<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>
SOURCE	<i>Debt Finance:</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:</i>	<i>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 recycling services contract expires 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 the proposals on September 10, 2025; and

WHEREAS, your Public Health and Safety Committee, at their September 15, 2025 meeting recommended awarding a seven-year contract with Harter’s Fox Valley Disposal LLC which submitted the lowest bid for services; and

WHEREAS, your Common Council, at their September 23, 2025 meeting approved awarding a solid waste and recycling services contract to Harter’s Fox Valley Disposal LLC and authorized and directed city staff to draft and finalize the agreement between the City and Harter’s Fox Valley Disposal LLC; and

WHEREAS, your Finance Committee, at their March 10, 2026 meeting discussed and recommended entering into an agreement with Harter’s Fox Valley Disposal LLC for solid waste and recycling collection services.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the original of the attached Residential Solid Waste and Recycling Service Agreement with Harter’s Fox Valley Disposal LLC for seven years.

Approved:

Doug Diny, Mayor

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 seven (7) years beginning on April 1, 2026, and ending on March 31, 2033, 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 seven (7) 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, 2032.

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		
	Pick-Up Frequency Per Week		
	1	2	3
95 Gallon	6	12	18
.5 Yard	6	12	18
1 Yard	70	125	180
2 Yard	70	125	180
3 Yard	NA	NA	NA
4 Yard	95	175	255
6 Yard	125	225	325

	RECYCLING		
	Pick-Up Frequency Per Week		
	1	2	3
	5	10	15
	5	10	15
	50	80	110
	50	80	110
	NA	NA	NA
	60	90	120
	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)

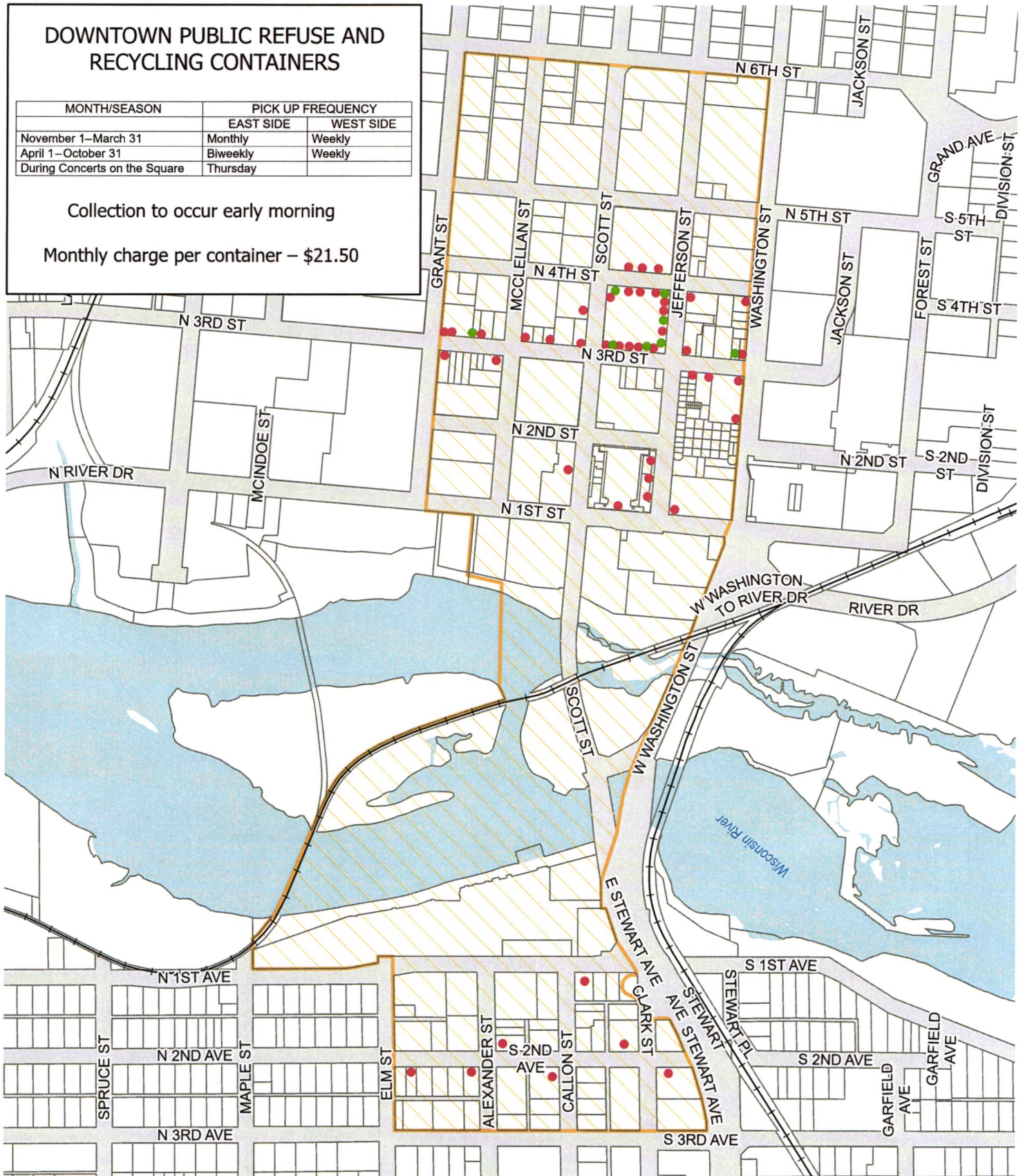
3 consecutive weeks of curbside collection in the month of January.

DOWNTOWN PUBLIC REFUSE AND RECYCLING CONTAINERS

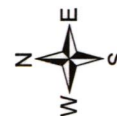
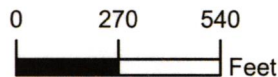
MONTH/SEASON	PICK UP FREQUENCY	
	EAST SIDE	WEST SIDE
November 1–March 31	Monthly	Weekly
April 1–October 31	Biweekly	Weekly
During Concerts on the Square	Thursday	

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



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.

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, September 15, 2025 at 5:15 p.m., Council Chambers
Members Present: Lisa Rasmussen (C), Becky McElhaney, Sarah Watson, Carol Lukens
Members Excused: Lou Larson (VC)
Others Present: Kody Hart, MaryAnne Groat, Bill Herbert, Justin Pluess, Melinda Pauls

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:16 p.m.

Approve minutes of a previous meeting(s) (08/18/2025).

Motion by Watson, seconded by Lukens, to approve. Motion carried 4-0.

Consider approval or denial of various license applications.

Motion by Watson, seconded by Lukens, to accept or deny various licenses as recommended by staff. Motion carried 4-0.

Consider request granting a 90 day extension to open for business for good cause for Truly's Eatery and Bar located at 1810 Merrill Avenue, Truly's Eatery and Bar LLC, agent Hli Xyooj.

Rasmussen questioned how long unexpected renovations would take. It was stated that the establishment had planned to open in late October or early November.

Motion by Lukens, seconded by Watson, to grant the 90 day extension. Motion carried 4-0.

Consider request granting temporary extension of premise of the "Class B" Beer & Liquor License for Matt's 101 Pub located at 101 N. 3rd Avenue, Brewer Entertainment LLC., agent Matt Brewer.

Motion by Watson, seconded by Lukens, to approve. Motion carried 4-0.

Consider request granting temporary extension of premise of the "Class B" Beer & Liquor License for Chatterbox located at 102 S. 2nd Avenue, The Chatterbox Inc., agent Daniel Maas.

Motion by Watson, seconded by Lukens, to approve. Motion carried 4-0.

Consider request for a waiver of financial judgments prior to issuance of license or permit due to extraordinary financial hardship for Christopher Krahn, applicant for a New Bartender/Operator License.

Rasmussen stated that if the balance remained unsatisfied at the end of the licensing year, there may have to be another discussion to ensure the balance is paid prior to reissuance.

Motion by Lukens, seconded by Watson, to grant a waiver to allow Christopher Krahn to possess the license even with the balance outstanding. Motion carried 4-0.

Discussion and possible action awarding the contract to vendor for refuse and recycling and authorizing contract development.

Rasmussen stated the lowest bidder was the current service provider which was already providing the service which residents find acceptable. It was further stated locking in a 10-year contract would lock in the service charges delaying an increase in cost.

Lukens questioned how the cost was passed on in relation to households that produce less trash and may not need as much service as other households. It was further stated that refuse and recycling behaviors could change prompting more need for composting services over traditional refuse and recycling in the future.

Watson stated support for a 10-year contract to lock in the price and also stated a 7-year contract could provide an option to change how the refuse is handled if practices change sooner than later which could save the city money.

Motion by Watson, seconded by Lukens, to recommend contract development with Harter's Fox Valley Disposal for a 7-year commitment. Motion carried 4-0.



OFFICIAL MINUTES
REGULAR MEETING

MEETING: Finance Committee
DATE/TIME: Tuesday, March 10, 2026 at 5:15 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

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

Members Present: Michael Martens, Vicki Tierney, Becky McElhaney , Sarah Watson, Aaron Griner
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 05:17 PM.

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

Martens read the public comment statement.

McElhaney was present for the rest of the meeting.

1. Deb Hoppa, 1108 Bugbee Avenue - spoke in opposition to the solar array project.

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

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

February 10, 2026 Regular Finance Committee Meeting

3 Discussion and possible action.

- a.** Approving Airspace Obstruction Removal Agreement with Schofield Ridgeland Legacy LLC – 724 and 732 Ridgeland Avenue, Schofield and related budget modification.

Griner questioned if this would be funded through the airport's budget. It was stated this would come from the general fund generated by the airport revenue.

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

- b.** Approving Airspace Obstruction Removal Agreement with Zachary Lange – 811 Ridgeland Avenue, Schofield and related budget modification.

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

- c.** Approving Residential Solid Waste and Recycling Service Agreement with Harter's Fox Valley Disposal LLC.

Tierney questioned if the existing agreement was for 10-years and if this was a new 7-year agreement. It was stated that this agreement was for a 10-year agreement.

Griner questioned the reason why the contract increased standard operating costs. It was

stated that the previous 10-year agreement was a great deal that locked in the prices with a 2% increase each year because Harter's was just entering the local market to establish services in the area. Griner further questioned other respondents to the request for proposal.

McElhaney questioned if the agreement was supposed to be a 7-year agreement or a 10-year agreement as recommended by the Finance Committee and the Public Health & Safety Committee. It was stated that the Public Health & Safety Committee had approved a 7-year contract but the resolution approved a 10-year contract.

Motion by Watson, seconded by Tierney, to approve the Harter's contract contingent upon verification of the term selected at the September 23, 2025 Common Council meeting. Motion Passed 5-0.

- d.** Budget amendment for the Wausau Police Department to use the proceeds of the sale of a Thompson Sub-Machinegun to purchase red-dot optics.

Watson questioned if the construction of a shooting range for the Police Department was still a goal. It was stated that these funds would not make the difference between moving forward or not with the proposed shooting range.

Griner questioned the legality of spending funding on this new purchase as opposed to the agreement to sell the guns for the building of the shooting range. It was recommended that the committee approve the rescinding of the funds as originally allocated along with the motion to approve.

Motion by Tierney, seconded by Griner, to rescind the previous motion to use the funds and approve the budget amendment. Motion Passed 5-0.

- e.** Approving Sole Source Request for the purchase of Vortex Defender ST Red Dot sights for the Wausau Police Department.

Watson questioned the life-range on the sights. It was stated that the manufacturer has a lifetime warranty to replace parts on the purchased sights.

Motion by Griner, seconded by Watson, to approve the Sole Source Request for the purchase of Vortex Defender ST Red Dot sights for the Wausau Police Department. Motion Passed 5-0.

- f.** Approving Sole Source Request for the purchase of Stryker cots for the Wausau Fire Department.

Tierney questioned how many cots needed to be replaced. It was stated this was for two cots used in ambulances with funding coming from assistant programs from state assistance for EMS equipment.

Griner questioned if that would come out of the budget or the assistance program. It was stated the funding would come out of the assistance program funding only.

McElhaney questioned the decision-making for switching cots to Stryker. It was stated that the previously utilized cots were not user-friendly.

Motion by Griner, seconded by Tierney, to approve the Sole Source Request for the purchase of Stryker cots for the Wausau Fire Department. Motion Passed 5-0.

- g.** Approving Sole Source Request for the purchase of services to complete the site investigation for the Thomas Street Corridor Area A, BRRS #02-37-98599 by REI Engineering for the Wausau Department of Public Works.

Tierney questioned why other providers were not considered. It was stated that the vendor was already familiar with the site area and the tight turn-around to complete the testing as a local vendor. Tierney stated other vendors could complete the testing without being local. It

was stated that vendors outside the area would be more expensive to complete the testing.

Griner questioned the funding source. It was stated that this could come out of allocations for affordable housing to remediate parcels.

Motion by Watson, seconded by McElhaney, to approve the Sole Source Request for the purchase of services to complete the site investigation for REI Engineering. Motion Passed 5-0.

- h.** Approving renewal of Parking Lot Lease with Colonial Property 4, LLC (Grant and 3rd Streets).

Martens stated the 4% seemed reasonable considering the cost involved.

Watson questioned if that was an increase every year or over the 3-year term. It was stated this was over the 3-year term.

Motion by Watson, seconded by Griner, to approve the renewal of the lease with Colonial Property 4, LLC at a 4% increase for the 3-year term. Motion Passed 5-0.

- i.** Approving proposal from Clark Dietz, Inc. to perform engineering professional services for the solar array project.

Griner stated support for sustainable energy but wanted to see what the final cost would be before moving forward, as it will not be known if the city will receive federal grants and reimbursement until May of this year.

Martens stated that if the committee failed to move forward the city would miss some of the incentives to fund the project. It was stated that the financial incentives would remain in place, but the timeline for construction would be constricted. Martens further stated support for moving forward with the project within the next few months to stabilize the water rates for Wausau Water Works.

Motion by Tierney, seconded by Griner, to postpone consideration until the city hears back on grant funding outcomes. Motion Passed 5-0.

- j.** Approving paid duty time for out of country training for a Wausau Police Department Officer.

Motion by Watson, seconded by Tierney, to approve paid duty time for out of country training for a Wausau Police Department Officer. Motion Passed 5-0.

- k.** Approving Community Outreach Professional shelter operations duty premium differential.

Watson questioned if this would be a permanent change. It was stated this was not.

Motion by Watson, seconded by McElhaney, to approve Community Outreach Professional shelter operations duty premium differential. Motion Passed 5-0.

- l.** Approving contract with Kueny Architects LLC for Wausau Area Transit Feasibility Study.

Watson questioned the funding sources. It was stated this would come locally from the transit fund and from grant funding.

Motion by Watson, seconded by McElhaney, to approve contract with Kueny Architects LLC for Wausau Area Transit Feasibility Study. Motion Passed 5-0.

4 Adjournment.

Motion by Watson, seconded by Griner, to adjourn. Motion carried. Meeting adjourned at 06:33

PM.

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



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



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Approving Airspace Obstruction Removal Agreement with Schofield Ridgeland Legacy LLC – 724 and 732 Ridgeland Avenue, Schofield and Related Budget Modification.

Committee Action: Approved 5-0

File Number: 26-0203

Date Introduced: March 24, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES []	NO [X]	Contract cost estimate is \$10,450
COSTS	<i>Included in Budget:</i>	YES []	NO [X]	<i>Budget Source: 2025 budget Carryover</i>
	<i>One-time Costs:</i>	YES [X]	NO []	<i>Amount: \$10,450</i>
	<i>Recurring Costs:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>Fee Financed:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>Grant Financed:</i>	YES []	NO [X]	<i>Amount:</i>
SOURCE	<i>Debt Finance:</i>	YES []	NO [X]	<i>Amount:</i> <i>Annual Retirement:</i>
	<i>TID Financed:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>TID Source:</i>	<i>Increment Revenue [] Debt [] Funds on Hand [] Interfund Loan []</i>		

RESOLUTION

WHEREAS, the primary runway at the Wausau Municipal Airport will be repaved in the near future; and

WHEREAS, the Board of Aeronautics requires clean airspace for airplane landings; and

WHEREAS, the City has determined that the trees at 724 and 732 Ridgeland Avenue exceed the required airspace limits and trimming and/or removal of the trees will be necessary; and

WHEREAS, an Airspace Obstruction Removal Agreement will be necessary with the owner of 724 and 732 Ridgeland Avenue, Schofield Ridgeland Legacy LLC; and

WHEREAS, your Finance Committee, on February 10, 2026, discussed and tabled the item for additional information; and

WHEREAS, your Finance Committee, on March 10, 2026, discussed and recommended entering into the attached Airspace Obstruction Removal Agreement and utilizing 2025 reserve funds to fund the project.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Airspace Obstruction Removal Agreement with Schofield Ridgeland Legacy LLC for tree trimming and/or removal and authorizes and directs the proper City officials to execute the Airspace Obstruction Removal Agreement.

BE IT FURTHER RESOLVED by the Common Council that the proper City officials are hereby authorized and directed to modify the 2026 Budget by utilizing 2025 reserve funds to fund the project.

Approved:

Doug Diny, Mayor



Foley's Tree Service LLC

N11541 Roberts Road Tomahawk
Wisconsin 54487 United States
Wisconsin 54487 United States

Proposal #86

Created: 02/27/2026

From: Ted Foley, Owner, ISA# WI-0979A

Proposal For

Wausau Marathon County Parks

518 S 7th Ave
Wausau, WI 54401

Location

811 Ridgeland Ave
Schofield, WI 54476

Customer Contact

mobile: (715) 261-1561 John
John.Kahon@co.marathon.wi.us

Wausau Marathon County Parks 20260227

Terms

Net 15

ACCEPT	ITEM DESCRIPTION	AMOUNT
✓	Tree Take Down, Clean-up, and Removal <i>Included</i> 811 Ridgeland Ave Felling of the Maple tree, collection, loading, and removal of branches, logs, and related debris located between the street and the house, leaving the area clean and orderly.	\$ 800.00
☑	Stump Grinding (Grinding Only) <i>Recommended</i> 811 Ridgeland Ave Grinding of the Maple stump, soil crown and any surface roots only located between the street and the house. No removal of grindings or site restoration included. Foley's is not responsible for damage to underground sprinklers, drain lines, septic systems, invisible fences, gas lines, or underground cables unless such systems are clearly and accurately marked by the customer, and a copy of the markings is provided to Foley's before or at the time the work is performed. Stump grinding is not completed at the time of tree removal. Unless otherwise stated, this service will be scheduled for a later date after all tree work has been completed.	\$ 200.00
☑	Full Service Stump Restoration <i>Recommended</i> 811 Ridgeland Ave Complete stump cleanup, including removal of grindings, filling the area with topsoil, and seeding to restore the site.	\$ 450.00
✓	Tree Take Down, Clean-up, and Removal <i>Included</i> 732 Ridgeland Ave Felling of all trees taller than 15 feet in height and all trees with potential to grow taller than 15 feet in height, collection, loading, and removal of branches, logs, and related debris starting with the Black Locust off the back left corner of 732 to include all trees within specification behind 732,734,736,738 and the Black Locust between 730 and the runway, stopping at the tree that has the dish attached, leaving the area clean and orderly. All stumps will be cut to within 4 inches of the ground and cut to the similar surrounding slope.	\$ 7,000.00



Legacy Tree Planting **Included**

\$ 600.00

811 Ridgeland Ave

Plant of a Japanese Lilac Legacy tree, including a topdressing of mulch and bark protector.

*This tree comes with a 1-year guarantee.



Tree Services - Scope of Work **Included**

\$ 3,450.00

732 Ridgeland Ave

Planting of 80 Raspberry stems consisting of 40 Boyne Raspberry stems and 40 Heritage Raspberry stems. Raspberry stems will be planted in between the slope and the airplane fence, staggered approximately 18 inches apart for 150 feet of total length to be planted.

A layer of mulch will be applied over the root system of the plants.

No guarantee is given on the survival of the Raspberry stems.

Please use the checkbox to mark items as accepted.

Buyer shall clearly mark all trees to be cut down. All underground tanks must be marked as well, as Foley's Tree Service, LLC is not responsible for repairs to unmarked systems per our Concealed Contingencies Terms.

Work to be performed according to ANSI A300 industry standards for tree care, unless noted otherwise.

Signature indicates understanding and acceptance of the terms and conditions of this Proposal, including those set forth on the back side hereof. The sole means of accepting this Proposal shall be by returning a copy signed by an authorized agent of Buyer with a down payment of 50% or via electronic acceptance.

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Ted Foley, Owner, ISA# WI-0979A

Office: 715-453-2407

ted@foleystreeservice.com

TERMS AND CONDITIONS OF PROPOSAL

TERMS

The terms and conditions set forth herein contain the entire agreement between Foley's Tree Service, LLC (Seller), and Buyer with respect to the subject matter hereof and supersede all prior, contemporaneous or collateral representations, agreements and/or understandings. Inducements or conditions, express or implied, oral or written, relating hereto, except as contained in this Proposal have been made to Buyer. Acceptance of this Proposal by Seller, shall be deemed to constitute an agreement on the Buyer's part to the conditions hereof and supersedes all previous agreements.

TERMS OF PAYMENT

Unless otherwise provided in this Proposal, payment of fifty percent (50%) of the purchase price is due upon the signing of this Proposal. Payment of the remaining purchase price is due upon substantial completion of the work specified in the Proposal minus any portion of the work not completed due to delays as defined herein. Payment for the delayed portion of the work shall be due upon completion.

INTEREST Interest will be added to all overdue or otherwise delinquent accounts at the rate of 1.5% per month (18% per annum) or the maximum legal interest allowable if less. In addition, Buyer agrees to pay Seller's, reasonable attorney and/or collection fees and expenses, as permitted by law, if legal or collection action is necessary to enforce the terms of this Proposal, including but not limited to collecting payments, whether or not a lawsuit is filed. THERE WILL BE A \$50.00 CHARGE ON ALL RETURNED CHECKS.

ALTERATIONS OR ADDITIONAL WORK

Any alteration, deviation or additional work not specified within the Proposal must be agreed upon in writing and signed by Buyer and Seller will become an extra charge over and above the Proposal.

CANCELLATION OF ORDER

Orders acknowledged by Seller become binding contracts pursuant to the terms and conditions of this Proposal. Costs incurred as a result of cancellation of any acknowledged order make Buyer subject to charges for any and all costs incurred by Seller processing the order to the date of cancellation.

DELAYS

Seller will not be responsible for delays due to Buyer's request, shortages of material, fire, theft, vandalism, weather conditions, vendor or supplier performance, failure of suppliers to satisfactorily meet scheduled deliveries or any other acts or circumstances beyond its control. Buyer shall pay Seller for all expenses incurred by Seller which arise out of delays, including delays caused by Buyer.

INDEMNIFICATION

Buyer warrants that all trees listed are located on Buyer's property, and if not, that Buyer has received full permission from the owner to allow Seller to perform the specific work. Should any tree be mistakenly identified as to ownership, Buyer agrees that Seller will not be held liable for any damages or costs incurred from the result. Buyer agrees to defend and hold Seller harmless against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys', experts' and witnesses' fees, and expenses incident to the same, for injuries to persons or property arising out of or in connection with Buyer misidentifying the ownership of any trees.

SAFETY

Seller warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. Buyer agrees to not enter the work area during arboricultural operations, unless authorized by the crew leader on-site.

CLEAN-UP

Clean-up shall include removing wood, brush, chips, and clippings and raking the entire area affected by the specified work, unless noted otherwise in the Proposal.

LAWN REPAIR

Seller will attempt to minimize all disturbances to Buyer's lawn. Lawn repairs are not included in the project price, unless noted otherwise in the Proposal.

STUMP REMOVAL

Unless otherwise provided in this Proposal, stump removal is not included in the project price, grindings from stump removal are not hauled, and surface and subsurface roots beyond the stump are not removed.

CONCEALED CONTINGENCIES

Any additional work or equipment required to complete the work caused by Buyer's failure to make known or caused by previously unknown foreign material in the trunk, the branches, or any other condition not apparent in estimating the work specified, shall be paid for by Buyer on a time and material basis at Seller standard rates. Seller is not responsible for damages to underground sprinklers, drain lines, septic systems, invisible fences, gas lines, or underground cables, unless the system(s) are adequately and accurately mapped by Buyer and a copy is presented to Seller before or at the time the work is performed.

WARRANTY

Except that all material is guaranteed to be as specified and all work will be performed in a workmanlike manner, no other warranty (whether express, implied, or statutory) is made by Seller. THE EXPRESS WARRANTY STATED ABOVE IS IN PLACE OF ALL OTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER SUCH WARRANTIES OR GUARANTIES ARE HEREBY DISCLAIMED BY SELLER.

LIMITATIONS AND REMEDIES -

THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER UNDER THIS CONTRACT IS THE REFUND OF THE AMOUNT OF MONEY PAID FOR SERVICES FOR ANY DEFECTS CAUSED BY SELLER (EXCEPT IN INSTANCES OF PERSONAL INJURY OR INJURY TO PROPERTY THAT MAY BE COVERED BY INSURANCE) AT ITS SOLE DISCRETION, FOR THE PERIOD OF NINETY DAYS FROM THE DATE OF THE FINAL INVOICE, PROVIDED BUYER SHALL NOTIFY SELLER IN WRITING OF SUCH DEFECT WITHIN SEVEN (7) DAYS OF DISCOVERY OF SUCH DEFECT. SUCH WRITING SHALL BE MAILED TO FOLEY'S TREE SERVICE, LLC AT N11541 ROBERTS RD. TOMAHAWK, WISCONSIN 54487. IN THE ABSENCE OF SUCH TIMELY NOTICE, BUYER SHALL BE BARRED FROM THE REMEDIES AS ALLOWED HEREIN, THE REMEDIES HEREIN PROVIDED BUYER AS TO REFUNDING SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS CONTRACT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER. NO ACTION FOR THE ENFORCEMENT OF THE REMEDIES SET FORTH HEREIN SHALL BE COMMENCED MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUED FOR THE ENFORCEMENT OF SUCH REMEDIES.

CHOICE OF LAW FORUM -

Any action arising out of or related to the transactions identified by this Proposal shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law's provisions wherever contained. As permitted by law, the parties agree that any litigation shall be conducted exclusively in the Lincoln County Circuit Court located in Merrill, Wisconsin, without a jury, and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non-convenience) to such forum.

SEVERABILITY -

If any section (or part of a section) hereof is found to be unenforceable in each additional proceeding, then the remainder shall continue in full force and effect as if the unenforceable section (or part thereof) did not exist.

CONSTRUCTION LIEN RIGHTS -

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW FOLEY'S TREE SERVICE, LLC (CLAIMANT) HEREBY NOTIFIES BUYER (OWNER), THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDER-SIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER, OR THOSE WHO GIVE THE BUYER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND ITS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ANSI A300 TREE CARE STANDARD DEFINITIONS -

The following definitions apply to specifications detained in this Proposal:

- a. "Clean" shall mean selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches, one-inch diameter or greater, throughout the entire crown, unless otherwise provided in this Proposal.
- b. "Crown" shall mean the leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.
- c. "Leader" shall mean the dominant or co-dominant upright stem.
- d. "Raise" shall mean selective pruning to provide vertical clearance.
- e. "Reduce" shall mean selective pruning to decrease height and/or spread by removing specified branches.
- f. "Restore" shall mean selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.
- g. "Thin" shall mean selective pruning to reduce density of live branches, usually by removing entire branches.
- h. "Vista Pruning" shall mean selective pruning to allow a specific view, usually by creating view windows through the tree's crown.

On date of acceptance and down payment your job will be considered started and will be completed within six months.

AIRSPACE OBSTRUCTION REMOVAL AGREEMENT

This Airspace Obstruction Removal Agreement (“**Agreement**”) is entered into as of the ___ day of _____, 2026, by and between:

City of Wausau, a Wisconsin municipal corporation, with offices located at 407 Grant Street, Wausau, WI (“**City**”),

and

SCHOFIELD RIDGELAND LEGACY LLC, a limited liability company, with apartment buildings located at 724 and 732 Ridgeland Avenue, Schofield, WI (“**Owner**”).

The City and Owner may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

1. RECITALS

WHEREAS, the City owns and operates the **Wausau Downtown Airport** (“**Airport**”), a public-use airport subject to applicable Federal Aviation Administration (“**FAA**”) regulations and safety standards; and

WHEREAS, Owner owns or controls certain real property located near the Airport at 724 and 732 Ridgeland Avenue, Schoefield, WI and

WHEREAS, certain existing vegetation on the Property penetrates the navigable airspace or safety areas associated with the Airport (“**Obstructions**”); and

WHEREAS, the Parties desire to establish their respective rights and responsibilities regarding the identification, removal, mitigation, and prevention of such Obstructions in order to protect the safety and continued operation of the Airport.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

2. PURPOSE

The purpose of this Agreement is to provide for the removal, mitigation, or prevention of Obstructions affecting the airspace of the Wausau Downtown Airport and to define the responsibilities of the City and the Owner with respect to such actions.

3. IDENTIFICATION OF OBSTRUCTIONS

3.1 The Obstructions subject to this Agreement include trees that penetrate FAA-defined imaginary surfaces or otherwise interfere with safe aircraft operations.

3.2 Obstructions may be identified through FAA studies, airport surveys, or inspections conducted or commissioned by the City.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Responsibilities of the City of Wausau

The City shall have the following responsibilities, which may be modified or expanded as agreed by the Parties:

- a. Identify and document Obstructions affecting Airport airspace;
 - b. Provide notice to Owner of identified Obstructions subject to this Agreement;
 - c. Coordinate access to the Property, if necessary, subject to reasonable notice and Owner's consent;
 - d. Procure the services required to remove the Obstructions. The stumps will remain in place.
 - e. Procure the services required to install replacement plantings consisting of: 80 (eighty) raspberry plants along the western edges of the affected parcels.
 - f. Maintain records related to Obstruction removal performed under this Agreement.
-

4.2 Responsibilities of SCHOFIELD RIDGELAND LEGACY LLC

Owner shall have the following responsibilities, which may be modified or expanded as agreed by the Parties:

- a. Permit the removal of identified Obstructions on the Property, as shown in **Exhibit A**;
 - b. Refrain from allowing future vegetation on the Property that would create new Obstructions;
 - c. Provide reasonable access to the Property for purposes related to this Agreement, subject to mutually agreed conditions;
-

5. COSTS AND COMPENSATION

The City is responsible for costs associated with removal of the Obstructions and associated debris; and for installation of the replacement plantings.

6. INDEMNIFICATION AND LIABILITY

6.1 Indemnification by SCHOFIELD RIDGELAND LEGACY LLC

To the fullest extent permitted by law, **SCHOFIELD RIDGELAND LEGACY LLC shall indemnify, defend, and hold harmless the City of Wausau, its elected officials, officers, employees, agents, and volunteers**, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- a. Owner's acts or omissions in connection with this Agreement;
 - b. Owner's ownership, use, or condition of the Property;
 - c. The removal, trimming, or mitigation of Obstructions on the Property, except to the extent caused by the negligent or wrongful acts or omissions of the City.
-

6.2 Indemnification by the City of Wausau

To the fullest extent permitted by law, **the City of Wausau shall indemnify, defend, and hold harmless SCHOFIELD RIDGELAND LEGACY LLC, its members, managers, officers, employees, and agents**, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- a. The City's negligent or wrongful acts or omissions in connection with this Agreement;
 - b. Activities conducted by the City or its contractors on the Property pursuant to this Agreement, except to the extent caused by the negligent or wrongful acts or omissions of the Owner.
-

6.3 Limitation of Liability

Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to either Party under Wisconsin law, including but not limited to **Wisconsin Statutes § 893.80** or other applicable provisions.

6.4 Survival

The obligations under this Section 6 shall **survive the termination or expiration** of this Agreement.

7. TERM AND TERMINATION

7.1 This Agreement shall become effective on the date first written above and shall remain in effect until the Parties' responsibilities are fulfilled, unless earlier terminated by mutual written agreement of the Parties or as otherwise provided herein.

7.2 Termination shall not relieve either Party of obligations accrued prior to termination.

8. MISCELLANEOUS

- a. **Governing Law:** This Agreement shall be governed by the laws of the State of Wisconsin.
 - b. **Amendments:** Any amendment must be in writing and signed by both Parties.
 - c. **Entire Agreement:** This document constitutes the entire agreement between the Parties regarding the subject matter herein.
 - d. **Severability:** If any provision is held invalid, the remaining provisions shall remain in full force and effect.
-

9. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF WAUSAU

By: _____

Name: _____

Title: _____

Date: _____

SCHOFIELD RIDGELAND LEGACY LLC

By: _____

Name: _____

Title: _____

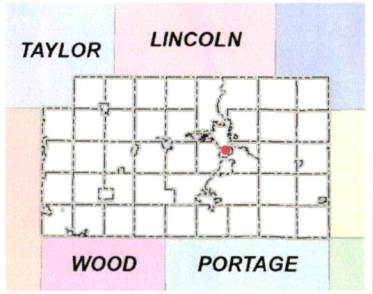
Date: _____



Land Information Mapping System



Remove all vegetation greater than 10' in height from 724 and 732 Ridgeland Ave



- Legend**
- Road Names
 - Parcels
 - Parcel Lot Lines
 - Land Hooks
 - Section Lines/Numbers
 - Right Of Ways
 - Named Places
 - Municipalities
 - 2020 Orthos Countywide
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

50.00 0 50.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

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



Notes

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Approving Airspace Obstruction Removal Agreement with Zachary Lange – 811 Ridgeland Avenue, Schofield and Related Budget Modification.

Committee Action: Approved 5-0

File Number: 26-0204

Date Introduced: March 24, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES []	NO [X]	Contractor cost estimate is \$2,050
COSTS	<i>Included in Budget:</i>	YES []	NO [X]	<i>Budget Source: 2025 Budget carryover</i>
	<i>One-time Costs:</i>	YES [X]	NO []	<i>Amount: \$2,050</i>
	<i>Recurring Costs:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>Fee Financed:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>Grant Financed:</i>	YES []	NO [X]	<i>Amount:</i>
SOURCE	<i>Debt Finance:</i>	YES []	NO [X]	<i>Amount:</i> <i>Annual Retirement:</i>
	<i>TID Financed:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>TID Source:</i>	<i>Increment Revenue [] Debt [] Funds on Hand [] Interfund Loan []</i>		

RESOLUTION

WHEREAS, the primary runway at the Wausau Municipal Airport will be repaved in the near future; and

WHEREAS, the Board of Aeronautics requires clean airspace for airplane landings; and

WHEREAS, the City has determined that the trees at 811 Ridgeland Avenue exceed the required airspace limits and trimming and/or removal of the trees will be necessary; and

WHEREAS, an Airspace Obstruction Removal Agreement will be necessary with the owner of 811 Ridgeland Avenue, Zachary D. Lange; and

WHEREAS, your Finance Committee, on February 10, 2026, discussed and tabled the item for additional information; and

WHEREAS, your Finance Committee, on March 10, 2026, discussed and recommended entering into the attached Airspace Obstruction Removal Agreement and utilizing 2025 reserve funds to fund the project.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Airspace Obstruction Removal Agreement with Zachary D. Lange for tree trimming and/or removal and authorizes and directs the proper City officials to execute the Airspace Obstruction Removal Agreement.

BE IT FURTHER RESOLVED by the Common Council that the proper City officials are hereby authorized and directed to modify the 2026 Budget by utilizing 2025 reserve funds to fund the project.

Approved:

Doug Diny, Mayor

AIRSPACE OBSTRUCTION REMOVAL AGREEMENT

This Airspace Obstruction Removal Agreement (“**Agreement**”) is entered into as of the ___ day of _____, 2026, by and between:

City of Wausau, a Wisconsin municipal corporation, with offices located at 407 Grant Street, Wausau, WI (“**City**”),

and

Zachary Lange, an individual, with a private residence located at 811 Ridgeland Avenue, Schofield, WI (“**Owner**”).

The City and Owner may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. RECITALS

WHEREAS, the City owns and operates the **Wausau Downtown Airport** (“**Airport**”), a public-use airport subject to applicable Federal Aviation Administration (“**FAA**”) regulations and safety standards; and

WHEREAS, Owner owns or controls certain real property located near the Airport at 811 Ridgeland Avenue, Schofield, WI and

WHEREAS, certain existing vegetation on the Property penetrates the navigable airspace or safety areas associated with the Airport (“**Obstructions**”); and

WHEREAS, the Parties desire to establish their respective rights and responsibilities regarding the identification, removal, mitigation, and prevention of such Obstructions in order to protect the safety and continued operation of the Airport.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

2. PURPOSE

The purpose of this Agreement is to provide for the removal, mitigation, or prevention of Obstructions affecting the airspace of the Wausau Downtown Airport and to define the responsibilities of the City and the Owner with respect to such actions.

3. IDENTIFICATION OF OBSTRUCTIONS

3.1 The Obstructions subject to this Agreement include trees that penetrate FAA-defined imaginary surfaces or otherwise interfere with safe aircraft operations.

3.2 Obstructions may be identified through FAA studies, airport surveys, or inspections conducted or commissioned by the City.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Responsibilities of the City of Wausau

The City shall have the following responsibilities, which may be modified or expanded as agreed by the Parties:

- a. Identify and document Obstructions affecting Airport airspace;
 - b. Provide notice to Owner of identified Obstructions subject to this Agreement;
 - c. Coordinate access to the Property, if necessary, subject to reasonable notice and Owner's consent;
 - d. Procure the services required to remove the Obstructions;
 - e. Procure the services required to install a replacement planting consisting of: one (1) Japanese Lilac tree;
 - f. Maintain records related to Obstruction removal performed under this Agreement.
-

4.2 Responsibilities of Zachary Lange

Owner shall have the following responsibilities, which may be modified or expanded as agreed by the Parties:

- a. Permit the removal of identified Obstructions on the Property, as shown in **Exhibit A**;
 - b. Refrain from allowing future vegetation on the Property that would create new Obstructions;
 - c. Provide reasonable access to the Property for purposes related to this Agreement, subject to mutually agreed conditions;
-

5. COSTS AND COMPENSATION

The City is responsible for costs associated with removal of the Obstructions, stump, and associated debris; lawn restoration in the area of the stump removal; and for installation of the replacement planting.

6. INDEMNIFICATION AND LIABILITY

6.1 Indemnification by Zachary Lange

To the fullest extent permitted by law, **Zachary Lange shall indemnify, defend, and hold harmless the City of Wausau, its elected officials, officers, employees, agents, and volunteers**, from and against any and all claims,

demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- a. Owner's acts or omissions in connection with this Agreement;
 - b. Owner's ownership, use, or condition of the Property;
 - c. The removal, trimming, or mitigation of Obstructions on the Property, except to the extent caused by the negligent or wrongful acts or omissions of the City.
-

6.2 Indemnification by the City of Wausau

To the fullest extent permitted by law, **the City of Wausau shall indemnify, defend, and hold harmless Zachary Lange**, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- a. The City's negligent or wrongful acts or omissions in connection with this Agreement;
 - b. Activities conducted by the City or its contractors on the Property pursuant to this Agreement, except to the extent caused by the negligent or wrongful acts or omissions of the Owner.
-

6.3 Limitation of Liability

Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to either Party under Wisconsin law, including but not limited to **Wisconsin Statutes § 893.80** or other applicable provisions.

6.4 Survival

The obligations under this Section 6 shall **survive the termination or expiration** of this Agreement.

7. TERM AND TERMINATION

7.1 This Agreement shall become effective on the date first written above and shall remain in effect until the Parties' responsibilities are fulfilled, unless earlier terminated by mutual written agreement of the Parties or as otherwise provided herein.

7.2 Termination shall not relieve either Party of obligations accrued prior to termination.

8. MISCELLANEOUS

- a. **Governing Law:** This Agreement shall be governed by the laws of the State of Wisconsin.
 - b. **Amendments:** Any amendment must be in writing and signed by both Parties.
 - c. **Entire Agreement:** This document constitutes the entire agreement between the Parties regarding the subject matter herein.
 - d. **Severability:** If any provision is held invalid, the remaining provisions shall remain in full force and effect.
-

9. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF WAUSAU

By: _____

Name: _____

Title: _____

Date: _____

Zachary Lange

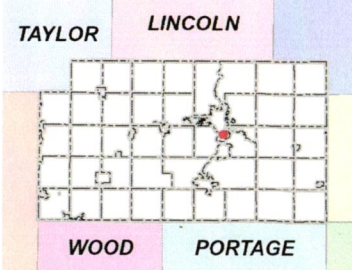
By: _____

Name: _____

Date: _____

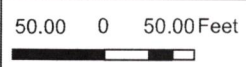


Land Information Mapping System



Remove this tall deciduous tree from 811 Ridgeland Ave

- Legend**
- Road Names
 - Parcels
 - Parcel Lot Lines
 - Land Hooks
 - Section Lines/Numbers
 - Right Of Ways
 - Named Places
 - Municipalities
 - 2020 Orthos Countywide
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



NAD_1983_HARN_WISCRS_Marathon_County_Feet

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Notes

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

Resolution from the Finance Committee Adopting 2026 Budget Modification for the Wausau Police Department to Use the Proceeds of the Sale of a Thompson Sub-Machinegun to Purchase Red-Dot Optics.

Committee Action: Approved 5-0

File Number: 25-1109A

Date Introduced: March 24, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES []	NO [X]	
COSTS	<i>Included in Budget:</i>	YES []	NO [X]	<i>Budget Source: Account from sale of Thompson submachine gun</i>
	<i>One-time Costs:</i>	YES [X]	NO []	<i>Amount: \$35,000</i>
	<i>Recurring Costs:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>Fee Financed:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>Grant Financed:</i>	YES []	NO [X]	<i>Amount:</i>
SOURCE	<i>Debt Finance:</i>	YES []	NO [X]	<i>Amount:</i> <i>Annual Retirement:</i>
	<i>TID Financed:</i>	YES []	NO [X]	<i>Amount:</i>
	<i>TID Source:</i>	<i>Increment Revenue [] Debt [] Funds on Hand [] Interfund Loan []</i>		

RESOLUTION

WHEREAS, in May of 2016 the City of Wausau passed a resolution (File Number 16-0504) authorizing the sale of a Thompson Sub-Machinegun and other items for \$35,000; and

WHEREAS, the same resolution specifically directed the proceeds from the sale be used for improvements to the Wausau Police Departments firearm range; and

WHEREAS, the Wausau Police Departments firearm range is on property owned by the 3M Corporation; and

WHEREAS, the Wausau Police Departments is unable to facilitate improvements to the range; and

WHEREAS, the Wausau Police Department does not forecast the construction of a new firearms range anytime soon; and

WHEREAS, the Wausau Police Department has identified a need to transition from iron sights on their handguns to red-dot sights; and

WHEREAS, applying the \$35,000 toward upgrading duty firearms optics is consistent with the intent and spirit of the 2016 resolution, as it directly enhances firearms training capability, officer performance, and public safety; and

WHEREAS, the Finance Committee has considered and recommends the police department proposal to commit the proceeds of the sale of the Thompson Sub-Machinegun (\$35,000) to the purchase of red-dot optics.

NOW THEREFORE BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proceeds of the sale of a Thompson Sub-Machinegun be used by the Wausau Police Department to purchase red-dot optics.

Approved:

Doug Diny, Mayor



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

03/10/26

To: Wausau Common Council and Finance Committee

From: Chief Matthew Barnes

Staff Memo:

Included in this packet is a Sole Source request for the purchase of red dot optic systems for Wausau Police Department duty handguns, transitioning from traditional iron sights.

While attending a leadership meeting with Technical College Academy staff, I learned that all new law enforcement recruits are now being trained exclusively on handguns equipped with red dot optics. Firearms instructors have reported measurable and significant improvements in shooter performance when comparing officers and recruits using red dot optics versus traditional iron sights. These improvements include faster target acquisition, increased accuracy, and improved qualification scores.

As red dot optics are becoming the industry standard in modern law enforcement—and given that our new officers are being trained exclusively with this system—it is both operationally sound and fiscally responsible to transition the entire Wausau Police Department to this updated technology. Standardizing equipment across the department enhances safety, consistency in training, and overall effectiveness.

Our Lead Tactical Instructor, Lieutenant John Phillips, and the firearms instruction team conducted a thorough evaluation of multiple manufacturers and models. After testing and comparison, the Vortex Defender ST Red Dot was selected. As outlined in the Sole Source request, this optic met all required performance specifications, durability standards, and warranty requirements, while also representing the most cost-effective option.

Also included in the packet is a copy of a 2016 resolution authorizing the sale of a Thompson submachine gun to a private party. The final sentence of that resolution restricts the use of the proceeds to improvements to the Wausau Police firearms range.

At the time of that resolution, the department intended to modernize the existing range by constructing a training house structure. However, because the current range is located on property owned by 3M, improvements are not feasible. The department has requested Capital Improvement funding on multiple occasions to construct a new firearms range on City-owned

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain

property. While those requests have not been able to be fulfilled, the \$35,000 in proceeds from the 2016 sale has remained in a designated account within the Police Department.

The total cost of transitioning to the Vortex Defender ST Red Dot optics is slightly over \$47,000. The department proposes using:

- \$35,000 from the Thompson submachine gun sale proceeds
- \$12,000 from the department's existing firearms budget

We believe applying the \$35,000 toward upgrading duty firearms optics is consistent with the intent and spirit of the 2016 resolution, as it directly enhances firearms training capability, officer performance, and public safety outcomes.

Recommendation

I respectfully recommend approval of:

1. The Sole Source purchase of the Vortex Defender ST Red Dot optics; and
2. A resolution authorizing the revised use of the proceeds from the sale of the Thompson submachine gun for this equipment upgrade.

This investment aligns with modern law enforcement best practices, supports officer safety, and ensures the Wausau Police Department remains current with evolving training and operational standards.

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Joint Resolution from the Economic Development Committee and the Infrastructure & Facilities Committee Approving Development Agreement and Amended and Restated Parking Agreement with 11 Scott Street, LLC for Waterside Place at 11 Scott Street.

Committee Action: Economic Development Committee Approved 3-2; Infrastructure & Facilities Committee Approved 4-1

File Number: 25-1011

Date Introduced: March 24, 2026

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau has identified the redevelopment of the property located at 11 Scott Street, commonly referred to as Waterside Place, as an important opportunity to support continued economic growth and housing development in the downtown district; and

WHEREAS, the property has remained largely vacant in recent years and redevelopment of the building is expected to reactivate the site with a mixed-use development including residential and commercial space; and

WHEREAS, the proposed project by 11 Scott Street, LLC includes the redevelopment of the existing structure into approximately 52 residential units and commercial space, representing an estimated total project cost of approximately \$10 million; and

WHEREAS, on October 28, 2025, the Common Council approved a term sheet authorizing the City to negotiate a development agreement and related project documents supporting the redevelopment; and

WHEREAS, the negotiated Development Agreement establishes the obligations of the Developer and the City, including project scope, construction timeline, and the provision of financial assistance consistent with the approved term sheet; and

WHEREAS, the redevelopment is subject to an Amended and Restated Parking Agreement regarding the use of parking stalls in the Jefferson Street Parking Ramp, reducing the City’s prior obligation to maintain 480 parking spaces down to 150 parking spaces, and establishing a revised lease structure; and

WHEREAS, the Development Agreement was recommended for approval by the Economic Development Committee on January 6, 2026 with a 3-2 vote; and

WHEREAS, the Parking Agreement was recommended for approval by the Infrastructure and Facilities Committee on March 12, 2026 with a 4-1 vote; and

WHEREAS, the Common Council finds that the redevelopment of 11 Scott Street will support downtown housing, increase property value, enhance economic vitality, and further the goals of the City's Comprehensive Plan and economic development strategy.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the Development Agreement between the City of Wausau and 11 Scott Street, LLC for the redevelopment of the property located at 11 Scott Street (Waterside Place), and further approves the Amended and Restated Parking Agreement related to the Jefferson Street Parking Ramp, attached hereto as Exhibit F of the Development Agreement, and authorizes the Mayor and City Staff to execute the agreements and any related documents necessary to the project.

Approved:

Doug Diny, Mayor

DEVELOPMENT AGREEMENT
(Scott Street)

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of January [___], 2026 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”); and 11 SCOTT STREET, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, Developer is the fee simple owner of certain real property located at 11 Scott Street in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly described on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Developer has proposed to develop the Property as set forth herein; and

WHEREAS, Developer's ability to develop the Property requires certain financial incentives from the City as set forth herein; and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created a Tax Incremental District, the City of Wausau Tax Increment District Eight (the “TID”), and adopted a Project Plan (as amended, the “TID Plan”) to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the City has determined to provide financial and other assistance from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, the Property is located within one-half mile of the boundaries of the TID; and

WHEREAS, the City has determined that the proposed development of the Property by Developer, as set forth herein, will (i) promote and carry out the development objectives of the City, (ii) furthers the purposes of the TID Plan, and (iii) would not occur at the Property without the assistance of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - a. “Agreement” means this Development Agreement.
 - b. “AMI” is defined in Section 3.a.(iii) below.
 - c. “City” is defined in the introductory paragraph of this Agreement.

- d. “Developer” is defined in the introductory paragraph of this Agreement.
- e. “Effective Date” is defined in the introductory paragraph of this Agreement.
- f. “Forfeit Date” is defined in Section 3.a.(iv) below.
- g. “Forfeit Event” is defined in Section 3.a.(iv) below.
- h. “Forgiveness Period” is defined in Section 3.a.(iii) below.
- i. “Guarantor” means Roland Lokre.
- j. “Guaranty” means a repayment guaranty of the Loan from Guarantor in the form attached hereto as **Exhibit D**.
- k. “Loan” means the interest-free loan in an amount up to \$750,000.00, and as determined as provided herein, from the City to Developer for reimbursement of Project costs, including demolition, remediation and construction costs. The maturity date of the Loan shall be the seventh anniversary of the Loan Disbursement Date, unless accelerated. As set forth below, the Loan is subject to forgiveness by the City upon Developer's satisfaction of certain performance benchmarks.
- l. “Loan Disbursement Date” means the date the Loan is disbursed to Developer pursuant to Section 3.a.(i) of this Agreement.
- m. “Memorandum” means a short form memorandum of this Agreement recorded in the real estate records with respect to the Property. The parties agree that the form of memorandum attached hereto as **Exhibit E** is acceptable to both parties
- n. “Minimum Assessed Value” means \$16,000,000.00.
- o. “Minimum Construction Cost” means at least Eight Million, Three Hundred Forty Thousand, Two Hundred Six Thousand Dollars (\$8,340,206).
- p. “Mortgage” means a real estate mortgage from Developer for the benefit of the City on Developer's interest in the Property (including all of the improvements located or to be located thereon) to secure repayment of the Loan. The Mortgage shall be in the form attached hereto as **Exhibit C** and shall be subordinate only to third-party financing for the Project in the amount set forth in the Project Cost Breakdown approved by the City.
- q. “Note” means the instrument signed by Developer evidencing Developer's obligation to repay the Loan in the form attached hereto as **Exhibit B**.
- r. “Parking Agreement” means that certain Master Parking Lot Lease Agreement, dated July 15, 2002, between the City as landlord, and Developer, as the successor-in-interest to the tenant thereunder

- s. “Parking Agreement Amendment” means that certain Amended and Restated Parking Stall Lease Agreement in the form attached hereto as **Exhibit F**, attached hereto, to be entered into pursuant to this Agreement, which completely amends, restates, and supersedes the Parking Agreement.
- t. “PILOT Requirement” is defined in Section 2 below.
- u. “PILOT Requirement Expiration” means the later of January 31, 2033, and the date Developer pays in full all payments due under the PILOT Requirement.
- v. “Plans” means final detailed plans and specifications of the Project in form and substance acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems, and a landscaping plan and landscape maintenance plan.
- w. “Project” means the redevelopment of the Property as a mixed-use development including 52 residential housing units, as described with more particularity in the Proposal, including, but not limited to the construction of all improvements as may be required in order to comply with applicable laws, rules, regulations, codes and ordinances in the use of the Property for the residential housing units.
- x. “Project Commencement” means the date of actual Project construction commencement, as determined by the City in its reasonable discretion.
- y. “Project Commencement Deadline” means June 1, 2026.
- z. “Project Completion” means the substantial completion of the Project, as determined by the City in its reasonable discretion, including the occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable; and (ii) the Project architect has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.
- aa. “Project Completion Deadline” means July 1, 2027.
- bb. “Project Cost Breakdown” means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans. The Project Cost Breakdown shall also include Developer's proposed source(s) of funds.

cc. “Property” is defined in the Recitals above. As used herein, the term “Property” shall also include all improvements and fixtures located on the real estate.

dd. “Proposal” means that certain TIF Application, dated March 12, 2025, which was presented by Developer to the City, as may have been amended and supplemented from time to time with the express approval of the City.

ee. “TID” is defined in the Recitals above.

ff. “TID Plan” is defined in the Recitals above

gg. “Total Development Costs” means the aggregate cost to construct the Project, including, but not limited to, construction and non-construction cost items, including without limitation engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development (including developer fee, deferred or not, of not more that 5% in the aggregate), construction and installation of the Project in accordance with the Plans for the Project.

2. Commitments of Developer. Developer agrees and covenants with the City as follows:

a. *Construction and Operation of the Project.*

i. Subject to the terms and conditions of this Agreement, Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans.

ii. Construction of the Project shall commence no later than the Project Commencement Deadline, and, upon commencement of the Project, Developer will continue construction of the Project diligently and shall achieve Project Completion substantially in accordance with the construction schedule approved by the City, and in no event later than the Project Completion Deadline.

iii. Developer will conform and comply with, and will cause the Project to be in material conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances. Developer covenants that it will perform and observe the covenants contained in, and the Project will materially conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

iv. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

v. Developer will not, without the City's prior written consent, materially change the scope of the Project, the Plans, or the uses of the Project. The development and operation of the Project shall be in substantial conformity with the Proposal.

vi. Developer shall spend at least the Minimum Construction Cost in construction costs at the Property in connection with the Project. Developer's soft construction costs shall not be included in such amounts.

b. *PILOT Requirement*

i. In the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes for any tax year during the term of this Agreement, Developer agrees to make to the City a payment-in-lieu-of taxes equal to the difference between (A) the amount of taxes which would have been levied on the Property for such tax year by the City and other taxing jurisdictions if the Property had an assessed value for real estate tax purposes of the Minimum Assessed Value and the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said tax year by the City and all other taxing jurisdictions. Said payment-in-lieu-of taxes shall be due and payable in full to the City on January 31 immediately following such tax year. The payment-in-lieu-of taxes set forth above shall be a lien on the Property. The obligations of Developer in this subsection are referred to herein as the "PILOT Requirement".

ii. Developer understands and agrees that the PILOT Requirement shall not in any way bind the City assessor in his/her assessment and appraisal of the Property and that the City assessor will arrive at an assessed value of the Property based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer hereby agrees that, beginning in the 2028 tax year and for the term of this Agreement, Developer shall not in any way challenge any assessment of the Property that is less than or equal to \$12,000,000, and hereby waives any rights it may have to petition or challenge such assessment.

c. *Parking Agreement Amendment.* Developer hereby agrees to the Parking Agreement Amendment and shall execute and deliver the Parking Agreement Amendment to the City on the Effective Date.

3. Commitments of the City.

a. *Forgivable Loan.*

i. Subject to the terms and conditions herein, to induce Developer to construct the Project, the City hereby agrees to provide Developer with the Loan in a lump sum payment on or prior to the 30th day following the date of Project Completion

and upon a written request by Developer. The actual date when the City disburses the Loan to Developer shall be the “Loan Disbursement Date”. Except as otherwise provided in this Agreement, the Loan shall not accrue interest and Developer shall have no obligation to repay the Loan until the maturity date set forth herein.

ii. The amount of the Loan shall be \$750,000 provided that on or prior to the date of Project Completion Developer provides evidence reasonably satisfactory to the City that shows the Total Development Costs were equal to or greater than the Minimum Construction Costs. If the City reasonably determines that the Total Development Costs were lower than the Minimum Construction Costs, the amount of the Loan shall be equal to \$750,000 multiplied by a fraction, the numerator of which is the actual Total Development Costs as reasonably determined by the City, and the denominator of which is the Minimum Construction Costs. In no event shall the amount of the Loan be greater than \$750,000.

iii. Subject to the terms and conditions herein, the City agrees to forgive the entire amount of the Loan within ninety (90) days following the seventh anniversary of the date of Project Completion provided that Developer has provided to the City, within such ninety (90) day period, evidence, reasonably satisfactory to the City, that shows the gross rental amount for every residential unit included in the Project was maintained at or below 70% of the area median income (“AMI”) throughout the entire seven year period immediately following the date of Project Completion (the “Forgiveness Period”). The AMI shall be calculated based on the metropolitan area that includes the City of Wausau as adjusted for bedroom size and calculated annually by the Department of Housing and Urban Development and posted by the Wisconsin Housing and Economic Development Authority for establishing rent limits for such authority’s Housing Tax Credit Program. Beginning within ninety (90) days following the first anniversary of the Loan Disbursement Date, and within ninety (90) days after each anniversary thereafter throughout the Forgiveness Period, Developer shall provide to the City evidence, reasonably satisfactory to the City, that shows all of the residential units included in the Project maintained a gross rental amount at or below 70% of the AMI throughout the immediately prior twelve month period ending on the anniversary of the date of Project Completion.

iv. If at the end of the Forgiveness Period or at any time during the Forgiveness Period, Developer fails to (each, a “Forfeit Event”): (A) maintain a gross rental amount at or below 70% of the AMI for all residential units included in the Project; (B) provide the evidence reasonably satisfactory to the City that shows all of the residential units included in the Project maintained a gross rental amount at or below 70% of the AMI when such evidence is due to be provided to the City; or (C) fails to satisfy all conditions precedent for the Loan forgiveness, then the City shall provide written notice to Developer specifying the Forfeit Event. Developer shall have thirty (30) days from receipt of such notice to cure the Forfeit Event to the City’s reasonable satisfaction. If Developer fails to cure within such thirty (30) day period, the Loan forgiveness shall be forfeited and the Loan shall become immediately due and payable to the City. If Developer has not repaid the full

amount of the Loan to the City within ninety (90) days following the expiration of the thirty (30) day cure period after notice of a Forfeit Event (such expiration date, the "Forfeit Date"), the then outstanding principal balance of the Loan shall accrue interest beginning on the Forfeit Date at an annual interest rate of 6.00%, compounded monthly, until the date Developer repays the full amount of the outstanding principal balance of the Loan as of the Forfeit Date and all accrued and unpaid interest. Notwithstanding anything to the contrary herein, Developer shall pay all of the outstanding principal balance of the Loan and all accrued and unpaid interest on or before the date that is one year following the Forfeit Date.

b. *Parking Agreement Amendment.* The City hereby agrees to the Parking Agreement Amendment and shall execute and deliver the Parking Agreement Amendment to Developer on the Effective Date.

4. Conditions Precedent to the City's Obligations.

a. *General Conditions.* In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall promptly provide the City with (A) evidence that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of its organizational documents, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (D) resolutions or consents of its board of directors, partners or members, as the case may be, approving this Agreement and the transactions which are the subject of this Agreement. Developer shall provide this documentation on or before the Effective Date.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

iii. The City, through its City Council, shall have approved or authorized this Agreement and the transactions contemplated herein, and all other agreements and/or transactions which require approval.

iv. The Memorandum shall have been recorded prior to any mortgage of Developer's interest in the Property.

v. Developer shall provide the City with written evidence of Developer's expenditures to date with respect to the Project and such other documentary evidence as required herein.

vi. Developer, at its cost, shall promptly provide the Project Cost Breakdown to the City. The Project Cost Breakdown shall be certified by Developer, its Project architect and general contractor as accurate and complete and shall be acceptable to the City in its reasonable discretion. The Project Cost Breakdown must show a state of facts acceptable to the City. Any material revisions to the Project Cost Breakdown shall be subject to the City's review and approval.

vii. Developer shall have promptly completed the Plans which must be acceptable in all respects to the City in its reasonable discretion. Any material revisions to the Plans shall be subject to the City's review and approval.

viii. Developer shall promptly provide the City with a detailed completion schedule for the Project which must be acceptable to the City in its reasonable discretion. Such schedule shall specify the timing of all material aspects of the Project. Any material revisions to such completion schedule shall be subject to the City's review and approval.

ix. Developer shall provide financial information of Developer to the City, which information shall be in form and content acceptable to the City, including evidence that Developer has available funds sufficient to complete the Project.

x. Developer shall have obtained all necessary consents, permits, and approvals, including, but not limited to, zoning and plan approval and building permits, required by the City or any other governmental entity having jurisdiction over the Project

xi. Developer shall have commenced construction of the Project on or prior to the Project Commencement Deadline.

xii. Developer and the City shall have entered into the Parking Agreement Amendment.

b. *Conditions to Loan.* In addition to the foregoing and all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to make the Loan is conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall have executed, delivered, or caused to be executed and delivered, and, as applicable, recorded, the Note, Mortgage, Guaranty, and any other document reasonably requested by the City to evidence the Loan.

ii. Developer shall have achieved Project Completion on or prior to the Project Completion Deadline and provided written notice to the City of such Project Completion and a request for the Loan.

iii. Developer shall have provided to City, evidence reasonably satisfactory to the City showing the actual Total Development Costs for the Project.

c. In addition to the foregoing and all other conditions and requirements set forth in this Agreement, and subject to any applicable notice and right to cure period provided herein, the obligation of the City under this Agreement to forgive the Loan as set forth above is conditioned upon the satisfaction of each and every one of the following conditions:

i. Within ninety (90) days following each anniversary of the date of Project Completion throughout the Forgiveness Period, Developer shall provide the City with written certification acceptable to the City along with evidence, reasonably satisfactory to the City, that shows all of the residential units in the Project maintained a gross rental amount at or below 70% of the AMI throughout the immediately prior twelve month period ending on the anniversary of the date of Project Completion.

ii. Developer shall be in compliance with the PILOT Requirement and shall have paid any applicable payment-in-lieu-of-taxes for each calendar year of the Forgiveness Period.

iii. Within ninety (90) days following the seventh anniversary of the date of Project Completion Developer shall provide the City with written certification acceptable to the City along with evidence, reasonably satisfactory to the City, that shows the gross rental amount for every residential unit in the Project was maintained at or below 70% of the area AMI throughout the entire Forgiveness Period.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be satisfactory in form and content to the City, in its reasonable discretion.

5. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the City and agrees and covenants with the City as of the Effective Date, and again at the time of the Loan disbursement and again on the date of the Loan forgiveness, as follows:

a. All copies of documents, contracts and agreements which Developer has furnished to the City are true and correct in all material respects.

b. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

c. Developer will pay for all work performed and materials furnished for the Project.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement, the Note, the Mortgage, and the Parking Agreement Amendment have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement, the Note, the Mortgage, or the Parking Agreement Amendment will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or, to Developer's knowledge, threatened against or affecting Developer, the Property, or the Project that would adversely affect the Property, Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. The Project Cost Breakdown approved by the City accurately and materially reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no circumstances presently existing or likely to occur which would or could be expected to result in a variation or deviation from the Project Cost Breakdown.

j. All construction of the Project to date has been made substantially in conformity with the Plans and in compliance with the terms and conditions of this Agreement.

k. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

l. Developer shall commence construction of the Project on or prior to the Project Commencement Deadline and achieve Project Completion on or prior to the Project Completion Deadline.

m. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time and, as applicable, all payments due

under the PILOT Requirement. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

n. Developer shall use commercially reasonable efforts to have the commercial space at the Property fully leased.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Default. The occurrence of any one or more of the following events shall constitute a default (“Default”) hereunder:

a. Developer shall fail to pay any amounts due from it under this Agreement or the Note or the Mortgage on or before the date when due; or

b. Any representation or warranty made by Developer in this Agreement or the Note or the Mortgage, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

c. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph (a) above) under this Agreement or the Note or the Mortgage, and such failure shall continue for thirty (30) days following notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 60 days following the notice thereof from the City); or

d. Construction of the Project shall be abandoned for more than sixty (60) consecutive days or if any portion of the Project shall be damaged by fire or other casualty and not repaired, rebuilt or replaced within a reasonable time thereafter; or

e. Developer or Guarantor shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer or Guarantor shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not

be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

f. If Developer shall dissolve or shall cease to exist; or

g. A default shall occur and continue beyond any applicable notice and cure period on any other indebtedness of or loan to Developer, or a default shall occur and continue beyond any applicable notice and cure period under any mortgage or other lien or encumbrance affecting the Property; or

h. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (including any payment obligations) under any other contracts or agreements with respect to the Project.

Upon the occurrence of any Default, the City at its option, may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement and/or under any of the other agreements contemplated herein, including, without limitation, foreclosure of the Mortgage if applicable. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

7. Transfers; Assignment.

a. Transfer of the Property. Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber its interest in the Property during the term of this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, Developer may transfer the Property to an entity controlled by or under common control with Developer without such consent upon reasonable prior written notice to the City. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and shall run with the land. The City acknowledges that Developer is likely to obtain conventional lending with respect to the Project. Developer shall have the right to collaterally assign this Agreement to such third-party conventional lender.

b. Assignment of Development Agreement. Developer shall not have the right to assign this Agreement to any other party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, Developer may assign this Agreement to an entity controlled by or under common control with Developer without such consent simultaneously with the transfer of the Property to such entity. No assignment of this Agreement shall serve to release Developer from any liability or obligations under this Agreement. The provisions of this Agreement shall run with the land.

8. Term. The term of this Agreement shall commence on the Effective Date shall continue, unless terminated earlier as provided herein, until the latest to occur of (i) the City forgives the Loan in full, (ii) the repayment in full of the Loan; and (iii) the PILOT Requirement Expiration.

9. Notices. All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

c/o Rolly Lokre
P.O. Box 215
Plover, WI 54467

with a copy to:

Eric R. Johnson, Esq.
Ruder Ware, L.L.S.C.
PO Box 8050
Wausau, WI 54402-8050

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

10. Recording. Recording of this Agreement is prohibited except for the recording of the Memorandum.

11. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including but not restricted to acts of God, acts of public enemy, acts of adjoining property owners, governmental authority, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, and unusually severe weather; it being the parties' purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of such party shall be equitably extended for the period of the delay.

12. Miscellaneous.

a. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or the Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

b. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable

laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

c. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

d. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.

e. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

f. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

g. Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

h. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

i. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

j. Counterparts/Electronic Signature and Records. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means)

shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties are signing this Agreement as of the Effective Date.

DEVELOPER:

11 SCOTT STREET, LLC

By: _____

Name: Roland Lokre

Title: Member

CITY:

CITY OF WAUSAU

By: _____

Doug Diny, Mayor

Attest: _____

Kaitlyn Bernarde, Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE ADDED]

Tax Parcel ID Number: 291-2907-264-0223

EXHIBIT B

FORM OF NOTE

[ATTACH TO THIS COVER PAGE]

EXHIBIT C

FORM OF MORTGAGE

[ATTACH TO THIS COVER PAGE]

EXHIBIT D

FORM OF GUARANTY

[ATTACH TO THIS COVER PAGE]

EXHIBIT E

FORM OF MEMORANDUM

[ATTACH TO THIS COVER PAGE]

EXHIBIT F

FORM OF PARKING AGREEMENT AMENDMENT

[ATTACH TO THIS COVER PAGE]

PARKING STALL LEASE AGREEMENT

This **PARKING STALL LEASE AGREEMENT** (this “Lease”) is made and entered into as of the ___ day of _____, 2026, by and between the CITY OF WAUSAU, WISCONSIN, a Wisconsin municipal corporation (“CITY”), as Lessor, and 11 SCOTT STREET, LLC, a Wisconsin limited liability company (“SCOTT STREET”), with a principal address of c/o Rolly Lokre, P.O. Box 215, Plover, WI 54467, as Lessee.

BASIC TERMS

The following Basic Terms are hereby made a part of this Lease; if any provision of the General Terms Lease and the Basic Terms conflict, the General Terms of this Lease shall apply:

- 1. Premises:**
- (a) Beginning on May 1, 2026, Fifty (50) reserved permit parking stalls located in the lower level of the City parking ramp located at 425 N. 1st St. in the City of Wausau (the “PARKING FACILITY”) along 1st Street (collectively, “Parking Spaces” and each a “Parking Space”) which shall be reserved exclusively for SCOTT STREET’s use for the duration of the Lease;
 - (b) beginning on June 1, 2027, One Hundred (100) Parking Spaces; and
 - (c) beginning on September 1, 2028, One Hundred Fifty (150) Parking Spaces;

All as depicted on **Exhibit A** attached hereto.

- 2. Lease Term:** Commencing on May 1, 2026 (the “Commencement Date”), and expiring the earlier of: (a) February 28, 2038 (the “Expiration Date”), as may be extended in accordance with this Lease; (b) the date on which the PARKING FACILITY ceases to be available to the CITY for any reason; or (c) the date on which the CITY, in its sole and absolute discretion, terminates parking operations at the PARKING FACILITY; provided, however, that CITY shall give SCOTT STREET written notice of its determination, in its sole and absolute discretion, to cease parking operations at the PARKING FACILITY at least twenty-four (24) months prior to such termination; provided, however, that in the case of (b) and (c), CITY uses commercially reasonable efforts to provide alternative parking as provided in Section 2 of the General Terms of this Lease.

- 3. Lease Renewals:** Upon expiration of the initial twelve (12) year term, the Lease shall automatically renew for up to two (2) successive renewal terms of twelve (12) years each, unless SCOTT STREET provides CITY with written notice of its election not to renew at least sixty (60) days prior to the commencement of the applicable renewal term. SCOTT STREET shall have the sole right to terminate the Lease by providing such notice;

CITY shall have no right to terminate during the initial term or any renewal term except as otherwise expressly provided in this Lease.

4. Rent: \$38.00 plus sales tax per Parking Space multiplied by the number of Parking Spaces leased, less a discount of 20%, per month. During the Lease Term, the Base Rate is subject to increases equivalent to those increases established by CITY for monthly per-stall parking permit fees charged to the public.

5. CITY Rent Payment Address: City of Wausau, c/o Finance Director
407 Grant Street
Wausau, WI 54403
Telephone: 715-261-6620
Facsimile: 715-261-6626

6. Address of CITY for Notices: City of Wausau, c/o City Clerk
407 Grant Street
Wausau, WI 54403
Telephone: 715-261-6622

With a copy to the City Attorney.

7. Address of SCOTT STREET for Notices: c/o Rolly Lokre
P.O. Box 215
Plover, WI 54467

with a copy to:

Eric R. Johnson, Esq.
Ruder Ware, L.L.S.C.
PO Box 8050
Wausau, WI 54402-8050

GENERAL TERMS

WITNESSETH:

WHEREAS, CITY is the owner of the PARKING FACILITY; and

WHEREAS, SCOTT STREET desires to secure sufficient parking for the tenants and guests of its residential and commercial development located at 11 Scott Street in the City of Wausau (the "Development") and CITY wishes to lease permit parking spaces in the PARKING FACILITY for the exclusive use of the tenants and guests of the Development, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

LEASE OF PREMISES AND LEASE TERM

1. CITY leases to SCOTT STREET, and SCOTT STREET leases from CITY, the Premises for the use of the tenants and guests of the Development (collectively, the “Users”).
 - A. SCOTT STREET and the Users are authorized to use and occupy the Premises, seven (7) days a week, twenty-four (24) hours per day.
 - B. SCOTT STREET and the Users may only use and occupy the spaces for the express purpose of private parking of passenger vehicles including pick up trucks and passenger size vans, provided they meet any height restriction of the PARKING FACILITY.
 - C. Neither SCOTT STREET nor any User shall use the PARKING FACILITY in any fashion that violates any laws, ordinances or codes, causes injury or damage to the PARKING FACILITY or to any person, or constitutes a public or private nuisance or waste.
 - D. CITY shall have no obligation to undertake any construction, alterations or additions to the PARKING FACILITY or the Premises, and CITY makes no warranties or representations regarding the condition of the PARKING FACILITY or the Premises. The Premises is leased to SCOTT STREET in “as is” condition.
2. The term of this Lease (the “Lease Term”) shall begin on the Commencement Date and shall terminate on the earlier of: (A) February 28, 2038, as may be extended below; (B) the date on which the PARKING FACILITY ceases to be available to the CITY for any reason; or (C) the date on which the CITY, in its sole and absolute discretion, terminates parking operations at the PARKING FACILITY; provided, however, that CITY shall give SCOTT STREET written notice of its determination, in its sole and absolute discretion, to cease parking operations at the PARKING FACILITY at least twenty-four (24) months prior to such termination; provided, however, that in the event of a termination of (B) or (C), CITY shall use commercially reasonable efforts to find 150 parking stalls within 500 feet of the Parking Facility for a price that is reasonably similar to the Per-Stall Rate as defined below.
3. Upon expiration of the initial twelve (12) year term, the Lease shall automatically renew for up to two (2) successive renewal terms of twelve (12) years each, unless SCOTT STREET provides CITY with written notice of its election not to renew at least sixty (60) days prior to the commencement of the applicable renewal term. SCOTT STREET shall have the sole right to terminate the Lease by providing such notice; CITY shall have no right to terminate during the initial term or any renewal term except as otherwise expressly provided in the Lease. All of the terms of this Lease shall be applicable during the renewed term. The term “Lease Term” shall include any renewal term of this Lease unless this Lease is terminated in accordance with its terms.

RENT

4. During the Lease Term, SCOTT STREET will pay rent in monthly installments to CITY, in advance and without demand therefor, commencing on the Commencement Date and continuing on or before the first day of each and every month, to the address specified in the Basic Terms of this Lease or at such other place as CITY may from time to time designate in writing to SCOTT STREET.
 - A. The rent for each Parking Space included in the Premises shall be consistent with the per-stall parking permit fee charged to the public for ramp parking established by CITY from time to time, plus tax (the "Per-Stall Rate").
 - B. The Per-Stall Rate on the Commencement Date shall be \$38.00 plus tax.
 - C. During the Lease Term as extended, the aggregate rent paid monthly by SCOTT STREET for the Premises shall be an amount equal to (the "Monthly Rent"): (1) the then current Per-Stall Rate multiplied by the number of Parking Spaces leased that month; less (2) a discount of twenty percent (20%) of the amount calculated in subclause (1).
 - D. If SCOTT STREET does not pay any installment of Monthly Rent within thirty (30) days after the date SCOTT STREET receives written notice from CITY that CITY has not received the same when due, SCOTT STREET will pay interest on such delinquent amount of 1.5% per month, calculated from the date when notice is received through the date the payment is made; provide, however, SCOTT STREET shall not be responsible for interest accruing on any disputed amount where the dispute is resolved in favor of SCOTT STREET.

CITY'S OBLIGATIONS

5. CITY shall be responsible for:
 - A. Maintenance, cleaning, repainting and repairs of the PARKING FACILITY as determined by CITY in its reasonable discretion, except that CITY agrees to perform the following:
 - (i) Graffiti/Vandalism: Removal within 1 week.
 - (ii) Snow Removal: Removal within 24 hours of snow fall.
 - (iii) Structural Inspection: Performed at least once every 3 years.
 - B. CITY shall, at all times during the Lease Term, at its own cost and expense, keep and maintain the PARKING FACILITY in reasonably good order and condition, ordinary wear and tear excepted. At any time and from time-to-time during the Lease Term, CITY reserves the right to close the PARKING FACILITY for repairs and maintenance for as long as necessary to complete such repairs and maintenance when, in CITY's sole reasonable discretion, it is necessary. When closing the PARKING FACILITY, the CITY shall seek to avoid any inconveniences to SCOTT STREET. CITY will

provide as much advance notice as is reasonably possible and will use reasonable efforts to provide alternate parking within 300 yards of the PARKING FACILITY during the closure period. If the PARKING FACILITY remains closed for repairs or maintenance for more than five (5) consecutive days and CITY has not provided alternative parking to SCOTT STREET as required by this section, Monthly Rent shall abate for each day of such closure.

- C. CITY reserves the right to remove or expel from the PARKING FACILITY, any person, including, without limitation, any User, engaging in or conducting him/herself in a manner that violates any provision of the City of Wausau municipal code, whether cited or not. Neither CITY, nor any of its officers, agents or employees shall be liable to SCOTT STREET for any damages that may be sustained by SCOTT STREET through CITY's exercise of such right.
- D. CITY shall, at its sole cost and expense, provide all utilities used in the PARKING FACILITY, including, but not limited to, adequate lighting for all portions of the PARKING FACILITY at standards deemed adequate by CITY, in its reasonable discretion, for public safety and use typically found in structures of these types in Wisconsin.
- E. CITY reserves all rights respecting the PARKING FACILITY not specifically granted to SCOTT STREET under this Lease, including, without limitation, the right to install, operate, and maintain security systems that monitor all persons entering or leaving the PARKING FACILITY.
- F. CITY and its officers, agents, employees, and other authorized representatives may enter the PARKING FACILITY to (a) inspect the PARKING FACILITY or (b) exercise and perform CITY's rights and obligations under this Lease, provided such access does not unreasonably interfere with the use of the Premises by SCOTT STREET or any User
- G. CITY shall, in its reasonable discretion, mark and maintain signage for the PARKING SPACES in the PARKING FACILITY.

SCOTT STREET'S OBLIGATIONS

- 6. By its signature below, SCOTT STREET:
 - A. Intentionally deleted.
 - B. Shall have control over the distribution to, and collection from, Occupiers, the parking permits as provided by CITY to SCOTT STREET for designating parking privileges on the Premises.
 - C. Shall be permitted to post directional and/or promotional signage for the Development, inside the PARKING FACILITY's vestibule and elevator as approved in writing by CITY in its reasonable discretion.

- D. Understands and expressly agrees that CITY will not accept any vehicle in bailment or for safekeeping; nor shall CITY be responsible for any loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage, injury, or death by or to any User, other customers of the PARKING FACILITY or any other individual. SCOTT STREET expressly acknowledges that CITY shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the PARKING FACILITY, or to protect any individuals, including without limitation any User, using the PARKING FACILITY, or vehicles or property in the PARKING FACILITY, from criminal activity.
- E. Agrees that if SCOTT STREET, any of its agents or employees, damages the PARKING FACILITY, any personal property at the PARKING FACILITY, or any PARKING FACILITY equipment, then SCOTT STREET shall pay the amount reasonably determined by CITY to repair such damage within thirty (30) days of demand therefor by CITY.
- F. SCOTT STREET shall not make or contract to have made any alterations, additions, substitutions or improvements in or to the PARKING FACILITY or the Premises, or any portion thereof
- G. An "Occupier" is any User other than a customer or invitee of any commercial tenant of the Development.

DEFAULT

- 7. An event of default shall be deemed to occur should any of the following events happen:
 - A. SCOTT STREET's failure to timely pay any monetary amount due pursuant to this Lease, including, but not limited to, Monthly Rent, following written notice of default from CITY and failure to cure such default within thirty (30) days after receipt of such notice; or
 - B. Failure of SCOTT STREET to comply with any term or condition of this Lease, following written notice of default from CITY and failure to cure such default within thirty (30) days after receipt of such notice.
- 8. If CITY fails to perform or observe any of the obligations on CITY's part to be performed or observed pursuant to this Lease, and such failure continues for thirty (30) days after CITY's receipt of written notice thereof from SCOTT STREET informing CITY of such failure, then CITY shall be deemed to be in default under this Lease; provided, however, that if the failure set forth in SCOTT STREET's notice is such that it requires more than thirty (30) days to correct, CITY shall not be deemed to be in default hereunder if CITY:
 - (i) promptly and diligently commences curing the failure within thirty (30) days after CITY's receipt of written notice from SCOTT STREET informing CITY of such failure;

and (ii) diligently prosecutes the cure to completion following the expiration of the original thirty (30) day period set forth herein.

REMEDIES

9. Upon an event of default with respect to any of SCOTT STREET's obligations under this Lease beyond any cure provisions included in this Lease, CITY shall have all rights and remedies available to CITY under law and in equity, including, but not limited to, termination of this Lease.
10. Upon an event of default with respect to any of CITY's obligations under this Lease beyond any cure provisions included in this Lease, SCOTT STREET shall have all rights and remedies available to SCOTT STREET under law and in equity, including, but not limited to, termination of this Lease, except that in no event shall SCOTT STREET have any rights to perform any maintenance, cleaning, repainting, repairs, alterations, renovations, or additions to the Premises or the PARKING FACILITY.

INSURANCE

11. SCOTT STREET shall, at all times during the Lease Term, and at its sole cost and expense, maintain the applicable insurance required, and comply with all of the requirements, in the City's Insurance Requirements attached hereto as **Exhibit B**.

INDEMNIFICATION

12. SCOTT STREET shall indemnify, save harmless and defend the CITY and its officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the gross negligence or willful misconduct of SCOTT STREET, its agents or employees, or any Occupier.

CASUALTY

13. In the event that all or any portion of the Premises or the PARKING FACILITY are totally destroyed or substantially damaged by fire or any casualty, either party may terminate this Lease by written notice to the other party within thirty (30) days after such destruction or injury, and CITY shall determine in its sole discretion whether to rebuild or restore the PARKING FACILITY. If CITY determines not to rebuild or restore the PARKING FACILITY, this Lease shall terminate as of the date of the destruction or injury. If the Premises or the PARKING FACILITY are not totally destroyed or substantially damaged,

CITY shall, subject to the other terms and conditions of this Lease, be obligated to repair and restore the Premises to the condition existing prior to the damage or destruction to the extent of the insurance proceeds. During any period of rebuilding, restoration or replacement, Monthly Rent shall abate on a fair and just proportionate basis according to the nature and extent of the damage.

MISCELLANEOUS PROVISIONS

- A. It is the intent that this Lease is for the benefit of the Development and as such SCOTT STREET may, without the consent of CITY but upon reasonable prior notice to CITY, assign this Lease to any person or entity that purchases or acquires the Development; provided, however, that such person or entity assumes all of SCOTT STREET's obligations under this Lease.
- B. CITY's acceptance of Monthly Rent or failure to complain of any action, non-action or default of SCOTT STREET, whether singular or repetitive, shall not constitute a waiver of any of CITY's rights. If SCOTT STREET's payment of any sum due CITY is accompanied by written conditions or is represented by SCOTT STREET to be a settlement or satisfaction of any obligation, CITY may accept and deposit such monies without being bound by such conditions or representations unless CITY expressly agrees in a separate written instrument. CITY's waiver of any right of CITY, or any default of SCOTT STREET, shall not constitute a waiver of any other right or constitute waiver of any other default or subsequent default.
- C. In any action to enforce the terms of this Lease, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees in connection with such action.
- D. For the purposes of any provisions of this Lease, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including but not restricted to acts of God, acts of public enemy, acts of adjoining property owners, governmental authority, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, and unusually severe weather; it being the parties' purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of such party shall be equitably extended for the period of the delay. The foregoing provision shall not apply to any of SCOTT STREET's obligations to pay any monetary amount due pursuant to this Lease.
- E. This Lease constitutes the entire agreement between the parties and supersedes any and all previous written or oral agreements or representations between the parties. This Lease supersedes and replaces any and all other leases or agreements between CITY, SCOTT STREET, and any previous owner of the Development with respect to the leasing of parking stalls in the PARKING FACILITY. This Lease may only be amended in writing signed by both parties.

- F. If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
- G. Any notice under this Lease shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be addressed to the receiving party and sent to its address, both as listed on page one of this Lease, Basic Terms.
- H. Each individual signing this Lease on behalf of SCOTT STREET represents and warrants that they are duly authorized to sign on behalf of and to bind SCOTT STREET and that this Lease is a duly authorized obligation of SCOTT STREET. CITY and each individual signing this Lease on behalf of CITY represents and warrants that they are duly authorized to sign on behalf of and to bind CITY and that this Lease is a duly authorized obligation of CITY.
- I. This Lease is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Lease must be brought in Marathon County, Wisconsin.
- J. Time is of the essence with respect to this performance of every provision of this Lease in which time of performance is a factor.
- K. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and SCOTT STREET.
- L. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of CITY have any personal liability arising out of this Lease, and no party shall seek or claim any such personal liability.
- M. Notwithstanding anything to the contrary in this Lease, CITY shall not be liable to SCOTT STREET, any of its agents or employees, or any User, and each of the foregoing hereby waives all claims against CITY, for any injury or damage to any person or property in or about the PARKING FACILITY or the Premises. All property in or about the PARKING FACILITY or the Premises belonging to SCOTT STREET, any of its agents or employees, or any User shall be there at the risk of SCOTT STREET or such other person only, and CITY shall not be liable for damage thereto or theft, misappropriation, or loss thereof, except as provided above.
- N. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

- O. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature page follows.]

IN WITNESS WHEREOF, this Lease is being signed as of the date in the introductory paragraph.

SCOTT STREET:

11 SCOTT STREET, LLC

By: _____

Name: Roland Lokre

Title: Member

CITY:

CITY OF WAUSAU

By: _____

Doug Diny, Mayor

Attest: _____

Kaitlyn Bernarde, Clerk

EXHIBIT A

Depiction of the Parking Spaces in the Parking Facility

[Attached.]

EXHIBIT B

City's Insurance Requirements

SCOTT STREET shall provide proof of insurance required in writing to the City.

SCOTT STREET shall procure and maintain, during the Lease Term, and for such length of time as is specified, if any, in the Lease or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person

- (b) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.

- (c) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.

- (d) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.

- (e) Applicable Requirements and Provisions for Liability Insurance of SCOTT STREET
 - (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.

 - (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.

 - (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04. This does not apply to Worker's Compensation policies.

 - (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.

 - (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the SCOTT STREET's policy must be declared to the City of Wausau and satisfied by the contractor.

- (vi.) Evidence of Insurance - Prior to execution of the Lease, the SCOTT STREET shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by the Lease.
- (vii.) Limits and Coverage – The insurance requirements under the Lease shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits.
- (viii.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancelation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

SCOTT STREET

JEFFERSON STREET PARKING RAMP

SECOND STREET

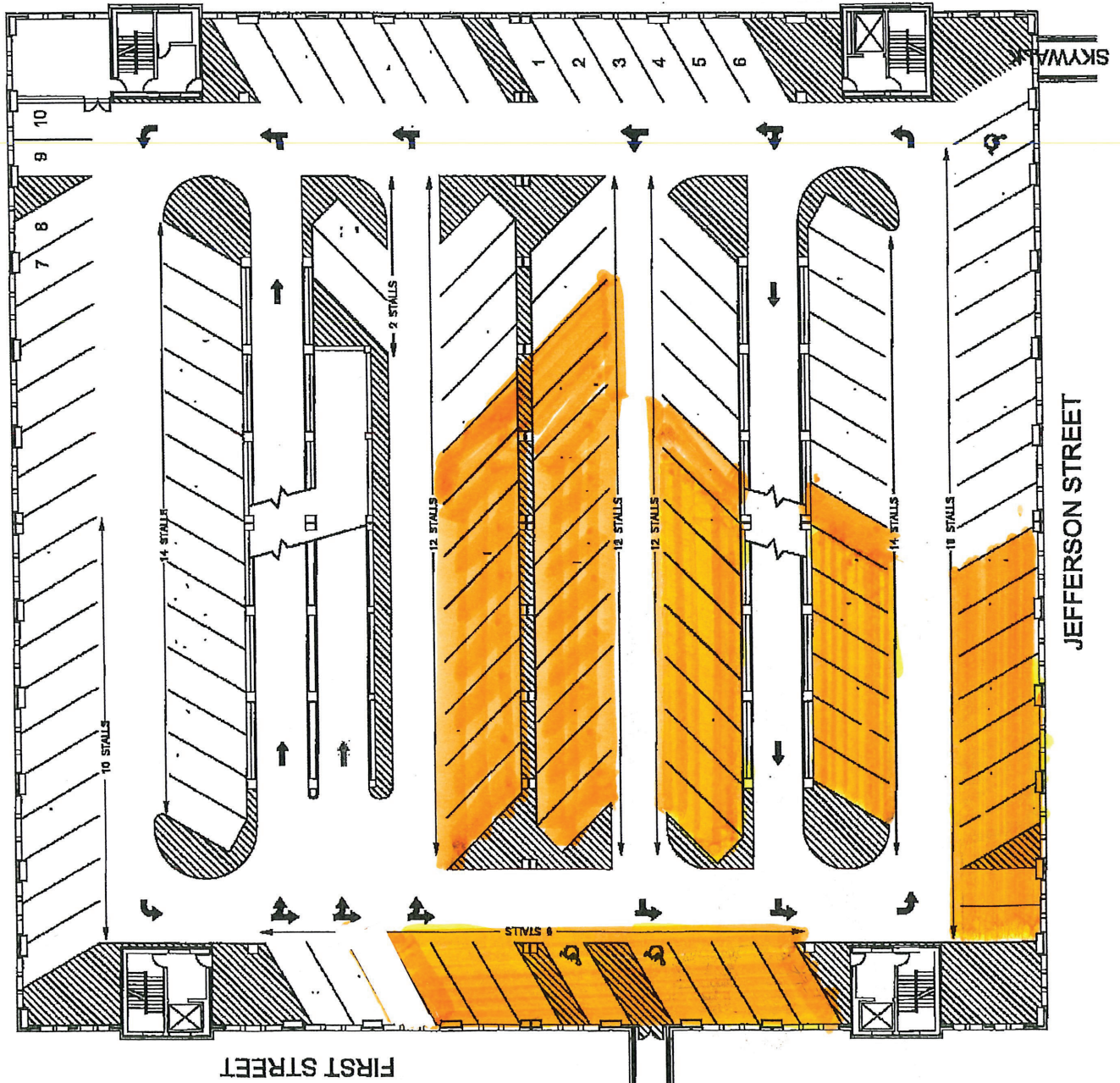
LEVEL 2

SKYWALK LEVEL

The Waterside

Employee & Resident
Parking

50 STALLS - SUMMER 2027



FIRST STREET

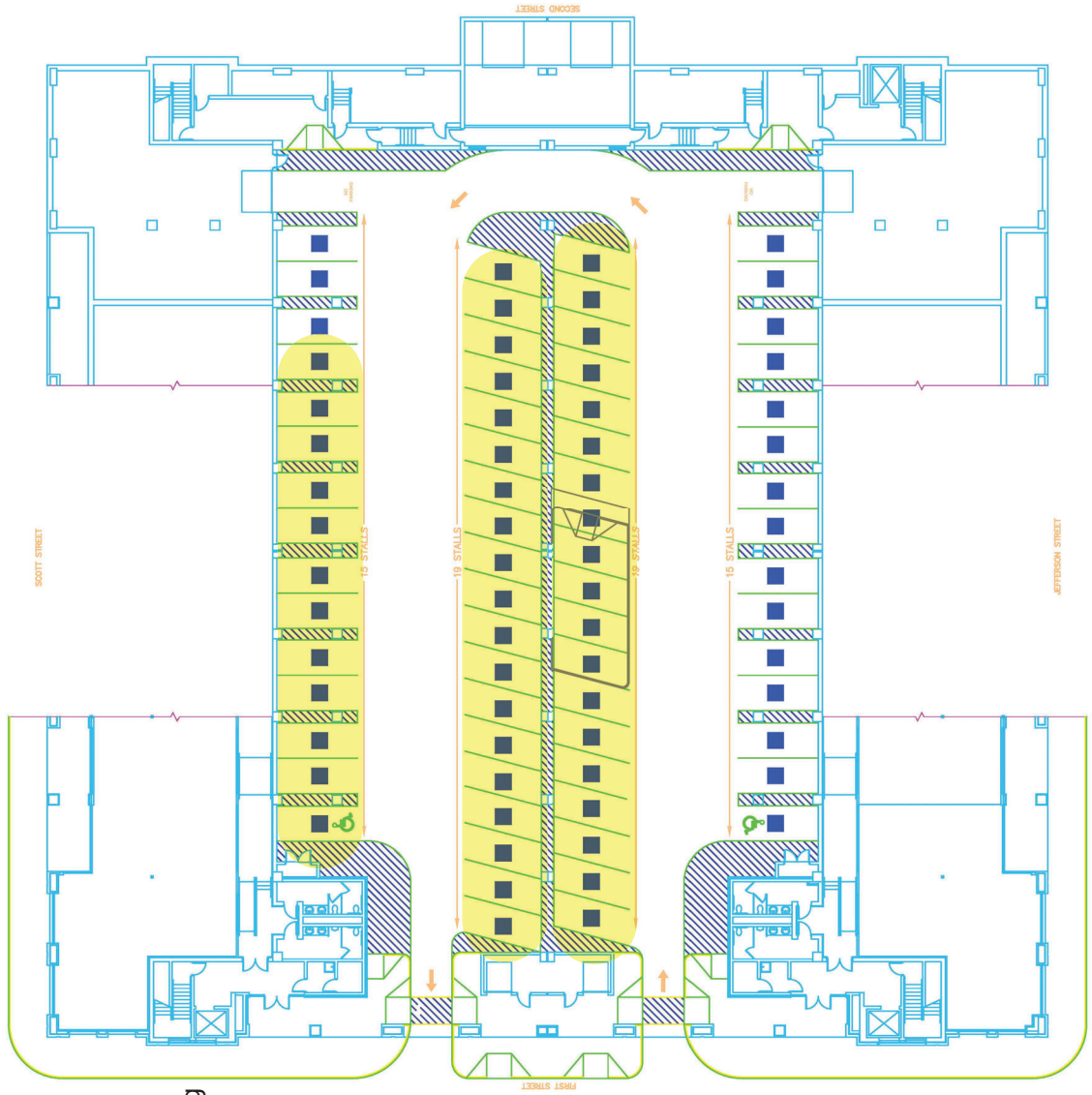
JEFFERSON STREET

LEVEL 0

The Waterside Guest and Employee Parking

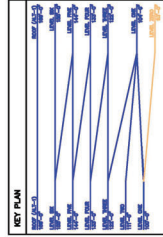
50 Stalls
May 2026

1st Street Level



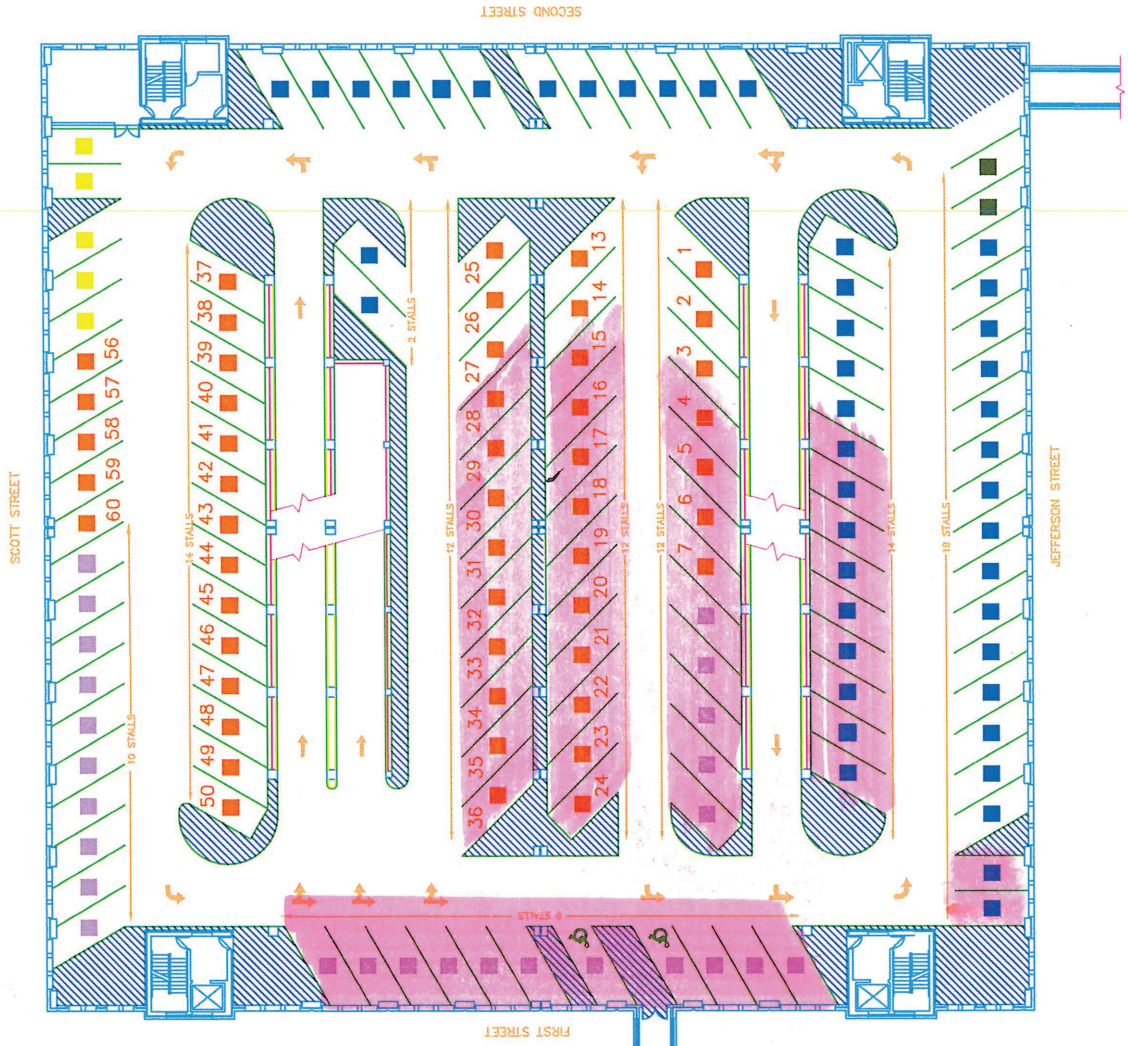
PARKING STALL DESIGNATIONS		TOTAL
METERED PUBLIC PARKING	150	
EMERGENCY VEHICLE PARKING	1	
RESERVED MOTORLY PARKING	400	
HO / HOV EXECUTIVE PARKING	50	
HO / HOV GUEST PARKING	28	
AVS	8	
RESERVING	2	
POSS	604	

LEVEL	0	1	2	3	4	5	TOTAL
LEVEL ZERO	88	0	0	0	0	0	88
LEVEL ONE	N/A	N/A	N/A	N/A	N/A	N/A	0
LEVEL TWO	37	1	0	0	0	0	38
LEVEL THREE	46	0	0	60	26	5	137
LEVEL FOUR	0	0	140	0	0	0	140
LEVEL FIVE	0	0	140	0	0	0	140
LEVEL SIX	0	0	140	0	0	0	140
TOTAL	150	1	420	60	26	5	664



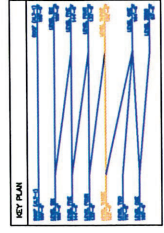
LEVEL ZERO PLAN
1/8" = 1'-0"

LEVEL 3



PARKING STALL REPRESENTATION	
■	STANDARD PUBLIC PARKING
■	EMERGENCY VEHICLE PARKING
■	EMERGENCY WORKTRUCK PARKING
■	MP / NRE CREATIVE PARKING
■	MP / NRE GUEST PARKING
■	AVS
■	OTHERING
	Total

LEVEL	STANDARD PUBLIC PARKING	EMERGENCY VEHICLE PARKING	EMERGENCY WORKTRUCK PARKING	MP / NRE CREATIVE PARKING	MP / NRE GUEST PARKING	AVS	OTHERING	TOTAL
LEVEL ZERO	48	0	0	0	0	0	0	48
LEVEL ONE	N/A	N/A	N/A	N/A	N/A	0	0	0
LEVEL TWO	27	1	0	0	0	0	0	28
LEVEL THREE	48	0	0	10	2	0	0	60
LEVEL FOUR	0	0	0	0	0	0	0	0
LEVEL FIVE	0	0	0	0	0	0	0	0
LEVEL SIX	0	0	0	0	0	0	0	0
TOTAL	123	1	0	10	2	0	0	136



LEVEL-THREE PLAN

The Waterside
Employee &
Residents
Parking

FALL 2028
50 STALLS



MEMO

TO: City Council
FROM: Randy Fifrick, Development Director
DATE: 03/24/26
RE: 11 Scott Street Development Agreement / Amended & Restated Parking Agreement

The property at 11 Scott Street is a riverfront building located in downtown Wausau along the Wisconsin River. The building has been largely vacant for several years and has been identified as a redevelopment opportunity within the Riverlife district.

The proposed Waterside Development would renovate the existing structure into approximately 52 residential units with associated commercial space. The project represents an estimated \$10.59 million private investment in the downtown area and would return the currently underutilized building to active use.

At the October 28, 2025 Wausau Common Council meeting, the Council approved a term sheet for the redevelopment of Riverside Place (aka Waterside Place) with 11 Scott Street, LLC. The approved term sheet provides \$750,000 in Tax Increment District assistance to support redevelopment of the property. The Development Agreement before the Council formalizes the terms of that approval and outlines the responsibilities and conditions associated with redevelopment of the site. The Development Agreement was recommended for approval by the Economic Development Committee on January 6, 2026 with a 3-2 vote.

The item before the Council also includes approval of an updated Parking Agreement for the property. A previous agreement reserved 480 stalls in the Jefferson Street Ramp through 2063 for the building's former use. The updated agreement reduces the reserved parking to 150 stalls and establishes a lease rate of \$30.40 per stall per month, generating approximately \$54,720 annually in parking revenue to the City. The Parking Agreement was recommended for approval by the Infrastructure and Facilities Committee on March 12, 2026 with a 4-1 vote.

Redevelopment of 11 Scott Street will add new housing units downtown, support nearby businesses, and continue investment along the City's riverfront corridor.



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Public Health & Safety Committee Repealing and Recreating Wausau Municipal Code Chapter 6.44 Solid Waste Disposal.

Committee Action: *PENDING*

File Number: 90-1136

Date Introduced: March 24, 2026

Ordinance Number: 61-6011

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 6.44.080, 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: 3/24/2026
Approved: 3/25/2026
Published: 4/1/2026
Attest: 3/25/2026

Approved:

Doug Diny, Mayor

Attested:

Kaitlyn A. Bernarde, City Clerk



City Attorney
Vincent Bonino, Assistant City Attorney

DATE: March 24, 2026
TO: Public Health & Safety Committee
SUBJECT: 90-1136 Ordinance from the Public Health & Safety Committee 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.

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.)

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

Resolution from Common Council Approving Release of All Claims – Property Damage for Settlement of Counterclaim and Third Party Complaint – David Hoelzel v. City of Wausau (Marathon Co. Case No. 25-CV-594).

Committee Action: None

File Number: 26-0307

Date Introduced: March 24, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
COSTS	<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>
	<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>
SOURCE	<i>Debt Finance:</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:</i>	<i>Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, David Hoelzel was convicted in Wausau Municipal Court of failing to yield from a stop sign on May 4, 2023 after operating a semi truck for his employer (Jeff’s Fast Freight, Inc.) when he collided with a Metro Ride bus; and

WHEREAS, the bus was totalled by Metro Ride’s insurer, Transit Mutual Insurance Co. (“Transit Mutual”) which paid the City \$20,000 for the bus; and

WHEREAS, on August 27, 2026, David Hoelzel filed a personal injury lawsuit against the City in Marathon County Circuit Court, Case No. 25-CV-594; and

WHEREAS, a Counterclaim and Third Party Complaint, seeking damages for property damage to the bus, was filed on behalf of the City; and

WHEREAS, Jeff’s Fast Freight, Inc.’s insurer, Acuity Insurance Co. (“Acuity”), paid Transit Mutual on their subrogation claim; and

WHEREAS, Acuity is now seeking from the City a Release of All Claims against David Hoelzel, Jeff’s Fast Freight, Inc. and Acuity, in consideration of receipt of \$17,500 by Transit Mutual and a dismissal of the City’s Counterclaim and Third-Party Complaint, with prejudice; and

WHEREAS, the City itself as a party is not dismissed from this lawsuit, but its counterclaim and third-party complaint for property damage is dismissed upon receipt of this subrogation payment by Transit Mutual.

NOW, THEREFORE, BE IT RESOVLED, the Common Council of the City of Wausau does hereby approve the Release of All Claims, including dismissal of its Counterclaim and Third Party Complaint and directs the proper City officials to execute the Release.

Approved:

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

LEGAL MEMO

TO: Mayor Doug Diny
Council Members

FROM: Anne Jacobson, City Attorney 

DATE: February 23, 2026

RE: David Hoelzel v. City of Wausau, Marathon County Case No. 25CV594

Purpose: To authorize execution of Release of All Claims, upon payment by Acuity to Transit Mutual Insurance Company and dismiss the City's Counterclaim and Third-Party Complaint

Background: Plaintiff David Hoelzel was convicted in Wausau Municipal Court of Failing to Yield from a Stop Sign, on May 4, 2023. He was operating a semi truck for an employer (Jeff's Fast Freight, Inc.) when he collided with a Metro Ride bus with passengers aboard.

The bus was totalled by Metro Ride's insurer, Transit Mutual Insurance Co. ("Transit Mutual"). Transit Mutual paid the City \$20,000 for the bus, which was an older model. The truck's owner was insured by Acuity. The owner of the truck did not make a claim for any damage to the truck.

Acuity paid Transit Mutual on their subrogation claim. In other words, Transit Mutual recovered money it paid to its insured (City) from the insurer (Acuity) of the party responsible for the loss.

Now, Acuity seeks from the City, a Release of All Claims against David Hoelzel, Jeff's Fast Freight, Inc. and Acuity, a Mutual Insurance Company, in consideration of receipt of \$17,500, and a dismissal of the City's Counterclaim and Third-Party Complaint, with prejudice.

On August 27, 2025, David Hoelzel filed a personal injury lawsuit against the City (Marathon County Case No. 25 CV 594), which Transit Mutual is defending and they assigned Attorney Taylor Anderson of Boardman Clark to represent the City.

The City itself as a party is not dismissed from this lawsuit, but its counterclaim and third-party complaint for property damage is dismissed upon receipt of this subrogation payment by Transit Mutual.

RELEASE OF ALL CLAIMS – PROPERTY DAMAGE

The undersigned representative of the City of Wausau, being of lawful age, for the sole consideration of **SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$17,500.00) DOLLARS**, the receipt of which is hereby acknowledged, does hereby (and on behalf of all heirs, executors, administrators, successors and assigns) release and forever discharge **DAVID HOELZEL, JEFF'S FAST FREIGHT, INC. and ACUITY, A MUTUAL INSURANCE COMPANY**, their employees, agents, assigns, heirs, executors or administrators and any other person, firm or corporation charged or chargeable with responsibility or liability from any and all claims, demands, causes of action, damages, or suits at law and equity of whatsoever kind, in any way related to or arising out of any and all known or unknown property damage resulting or to result from an incident or event that occurred on or about August 30, 2022, in the County of Marathon, State of Wisconsin, more particularly described in Marathon County Case No. 25-CV-594, to-wit: David Hoelzel v. Acuity Insurance Company and UnitedHealthcare Insurance Company v. City of Wausau v. Jeff's Fast Freight, Inc. and Acuity, a Mutual Insurance Company.

It is agreed and understood that this settlement is a compromise of a doubtful and disputed claim, and the payment of the consideration expressed is not to be construed as an admission of liability on behalf of the party or parties released.

Furthermore, upon receipt of payment, Defendant/Third-Party Plaintiff, City of Wausau, agrees to dismiss its Counterclaim and Third-Party Complaint with prejudice and without costs to either party.

Witness my hand and seal this ___ day of _____, 2026.

CITY OF WAUSAU

By _____

(Please Print Name)

FILED
08-27-2025
CLERK OF CIRCUIT
COURT
MARATHON COUNTY
2025CV000594

STATE OF WISCONSIN

CIRCUIT COURT

MARATHON COUNTY

Honorable Gregory J. Strasser

Branch 4

DAVID HOELZEL
240 1/2 Kaukauna Street
Menasha, Wisconsin 54952

Plaintiff

Case No.:
Code No.: 30101

COPY

ACUITY INSURANCE COMPANY
2800 South Taylor Drive
Sheboygan, Wisconsin 53082, and

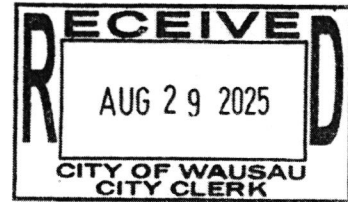
UNITEDHEALTHCARE INSURANCE COMPANY
185 Asylum Street
Hartford, Connecticut 06103

Involuntary Plaintiffs

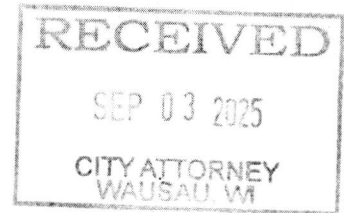
v.

CITY OF WAUSAU
407 Grant Street
Wausau, Wisconsin 54403

Defendants



CC: Attorney



SUMMONS

THE STATE OF WISCONSIN

To each person or entity named above as a Defendant:

You are hereby notified that the Plaintiff, David Hoelzel has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is:

Kelly Schremp
Marathon County Courthouse
500 Forest Street
Wausau, Wisconsin 54403

and to Plaintiff's attorneys, Di Renzo & Bomier, LLC, whose address is:

Attorney Jeffrey M. Berzowski
Di Renzo & Bomier, LLC
Two Neenah Center, Suite 701
P.O. Box 788
Neenah, WI 54957-0788

You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

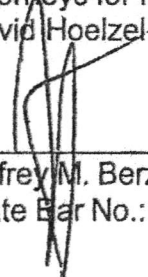
Dated at Neenah, Wisconsin this 27th day of August, 2025.

DI RENZO & BOMIER, LLC
Attorneys for Plaintiff,
David Hoelzel

P.O. ADDRESS:

Two Neenah Center, Suite 701
P.O. Box 788
Neenah, WI 54957-0788
Telephone: (920) 725-8464
Facsimile: (920) 486-4136
E-mail: jberzowski@direnzolaw.com

By:



Jeffrey M. Berzowski
State Bar No.: 1036868

FILED
08-27-2025
CLERK OF CIRCUIT
COURT
MARATHON COUNTY
2025CV000594
Honorable Gregory J.
Strasser
~~Branch 4~~

STATE OF WISCONSIN

CIRCUIT COURT

MARATHON COUNTY

DAVID HOELZEL
240 1/2 Kaukauna Street
Menasha, Wisconsin 54952

Plaintiff

Case No.:
Code No.: 30101

ACUITY INSURANCE COMPANY
2800 South Taylor Drive
Sheboygan, Wisconsin 53082, and

UNITEDHEALTHCARE INSURANCE COMPANY
185 Asylum Street
Hartford, Connecticut 06103

Involuntary Plaintiffs

v.

CITY OF WAUSAU
407 Grant Street
Wausau, Wisconsin 54403

Defendants

COMPLAINT

NOW COMES the Plaintiff, David Hoelzel by his attorneys, Di Renzo & Bomier, LLC and as and for his Complaint against the Defendants alleges and shows to the Court as follows:

1. The Plaintiff, David Hoelzel (hereinafter "Hoelzel") is an adult resident of the State of Wisconsin residing at 240 1/2 Kaukauna Street, Menasha, Wisconsin 54952.

2. Involuntary Plaintiff, Acuity Insurance Company (hereinafter "Acuity") is, upon information and belief, a domestic insurance corporation which has an office and place of business located at 2800 South Taylor Drive, Sheboygan, Wisconsin, and is, upon information and belief, licensed to do business in the State of Wisconsin and elsewhere and is engaged in the business of worker's compensation and automobile insurance; that prior to August 30, 2022 said Involuntary Plaintiff issued a policy of insurance to Plaintiff's employer at the time of the subject accident and by virtue of said policy, the Involuntary Plaintiff paid medical payments on behalf of the Plaintiff, Hoelzel, and therefore is a proper party to these proceedings such that the Involuntary Plaintiff may claim a subrogation interest herein.
3. Involuntary Plaintiff, United HealthCare (hereinafter "UHC"), is, upon information and belief, is, upon information and belief, a foreign insurance corporation which has an office and place of business located at 185 Asylum Street, Hartford, Connecticut 06103, and is, upon information and belief, licensed to do business in the State of Wisconsin and elsewhere and is engaged in the business of health insurance; that prior to August 30, 2022, said insurance company had issued a policy of health insurance to the Plaintiff which was in effect at the time of the subject accident and, by virtue of said policy to Plaintiff, the Involuntary Plaintiff, UHC paid medical payments on behalf of the Plaintiff, and therefore is a proper party to these proceedings such that the Involuntary Plaintiff, UHC may claim a subrogation interest herein.

4. Defendant, City of Wausau (hereinafter "Wausau"), is, upon information and belief, a city in Marathon County with the City Clerk's office located at 407 Grant Street, Wausau, Wisconsin.
5. On or about the 30th day of August, 2022, the Plaintiff, Hoelzel, was operating a semi truck and trailer southbound on Cecil Street in the City of Neenah in Winnebago County, Wisconsin; and that the Defendant, City of Wausau, was then and there also operating a city bus eastbound on Sherman Street, at which time they collided in the intersection, causing the injuries and damages hereinafter set forth.
6. At the time and place of the subject accident, the Defendant, City of Wausau had a duty to operate the city bus in a non-negligent manner and breached that duty by negligently operating a motor vehicle at excessive speeds.
7. That the aforesaid negligence on the part of the Defendant, City of Wausau was a proximate cause of said accident and the resulting injuries and damages sustained by the Plaintiff, Hoelzel and was a substantial factor in causing the same.
8. As a result of the subject accident, the Plaintiff, Hoelzel sustained significant injuries which required medical attention and caused him great pain, suffering and disability; that the Plaintiff, Hoelzel, incurred medical expenses and, upon information and belief, the injuries of the Plaintiff, Hoelzel, will cause him future pain, suffering, disability and wage loss; all

of which are to be determined at a trial of this matter.

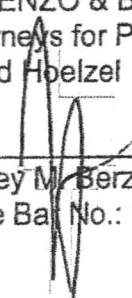
WHEREFORE, the Plaintiff, David Hoelzel hereby demands a money judgment against the Defendants and each of them jointly and severally for compensatory damages along with their costs and disbursements of this action plus such other, further or different relief as the Court may deem just and equitable under the circumstances.

FURTHER, the Plaintiff, David Hoelzel requests the Court to determine what interest, if any, the Involuntary Plaintiffs, United Healthcare and Acuity Insurance Company, have to any proceeds in this matter.

Dated at Neenah, Wisconsin this 27th day of August, 2025.

DI RENZO & BOMIER, LLC
Attorneys for Plaintiff,
David Hoelzel

By:



Jeffrey M. Berzowski
State Bar No.: 1036868

P.O. ADDRESS:

Two Neenah Center, Suite 701
P.O. Box 788
Neenah, WI 54957-0788
Telephone: (920) 725-8464
Facsimile: (920) 486-4136
E-mail: jberzowski@direnzolaw.com

FILED
09-23-2025
CLERK OF CIRCUIT
COURT
MARATHON COUNTY
2025CV000594

STATE OF WISCONSIN CIRCUIT COURT MARATHON COUNTY

DAVID HOELZEL
240 ½ Kaukauna Street
Menasha, WI 54952

Plaintiff,

Case No.: 25-CV-594
Case Code: 30301

ACUITY INSURANCE COMPANY
2800 South Taylor Drive
Sheboygan, WI

UNITED HEALTHCARE INSURANCE COMPANY
185 Asylum Street
Hartford, CT 06103

Involuntary Plaintiffs,

v.

CITY OF WAUSAU
407 Grant Street
Wausau, WI 54403

Defendant / Third-Party Plaintiff,

v.

JEFF'S FAST FREIGHT, INC.,
c/o Corporation Service Company,
33 East Main Street, Ste. 610,
Madison, WI 53703

ACUITY, A MUTUAL INSURANCE CO.
2800 South Taylor Drive
Sheboygan, WI

Third-Party Defendants.

SUMMONS

THE STATE OF WISCONSIN,

To: JEFF'S FAST FREIGHT, INC., and ACUITY, A MUTUAL INSURANCE CO:

You are hereby notified that CITY OF WAUSAU has filed a lawsuit or other legal action against you. The Third-Party Complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Third-Party Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 500 Forest St, Wausau, WI 54403, and to Taylor R. Anderson the attorney for Third-Party Plaintiff, whose address is P.O. Box 927, Madison, Wisconsin 53701-0927. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the Third-Party Complaint, and you may lose your right to object to anything that is or may be incorrect in the Third-Party Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 23rd day of September, 2025

BOARDMAN & CLARK, LLP

By

Electronically Signed by Taylor R. Anderson

Taylor R. Anderson, #1134728
Attorneys for Third-Party Plaintiff/Defendant
City of Wausau
1 Pinckney Street, Suite 410
Madison, Wisconsin 53701-0927

(608) 257-9521
tanderson@boardmanclark.com

STATE OF WISCONSIN CIRCUIT COURT MARATHON COUNTY

DAVID HOELZEL

Plaintiff,

Case No.: 25-CV-594

Case Code: 30301

ACUITY INSURANCE COMPANY
UNITED HEALTHCARE INSURANCE COMPANY

Involuntary Plaintiffs,

v.

CITY OF WAUSAU

Defendant / Third-Party Plaintiff,

v.

JEFF’S FAST FREIGHT, INC.,
ACUITY, A MUTUAL INSURANCE CO.

Third-Party Defendants.

**CITY OF WAUSAU’S
THIRD-PARTY COMPLAINT**

Third-Party Plaintiff/Defendant City of Wausau (the “City”), by their attorneys, Boardman & Clark LLP, by Taylor Anderson, hereby alleges this Third-Party Complaint as follows:

1. The City incorporates by this reference Plaintiff’s Complaint subject to the City’s answers filed in its Answer and Affirmative Defenses.
2. The City incorporates its Counterclaim as if set forth in full herein.

3. Third-Party Defendant Jeff's Fast Freight, Inc. ("Jeff's Fast Freight"), is an Illinois corporation, with its principal office located at 5235 International Drive, Cudahy, Wisconsin 53110 and its registered agent as Corporation Service Company, 33 East Main Street, Ste. 610, Madison, WI 53703.

4. Third-Party Defendant Acuity, A Mutual Insurance Company ("Acuity") is an insurance company licensed to do business in Wisconsin and provided a policy of insurance to Jeff's Fast Freight at the time of the Subject Accident which covers in whole or in part the damages claimed by the City. Pursuant to Wis. Stat. § 632.24, Acuity is a proper party to this action.

5. Upon information and belief, Jeff's Fast Freight owned and/or operated the vehicle being driven by Plaintiff David Hoelzel at the time of the subject accident, a 2018 Peterbilt 579 (the "Subject Semi").

6. Upon information and belief, Acuity issued a policy of insurance that covers the Subject Semi.

COUNT 1 – RESPONDEAT SUPERIOR LIABILITY / NEGLIGENCE

7. The City incorporates the allegations set forth above in full.

8. Upon information and belief, Plaintiff David Hoelzel was an employee or agent of Jeff's Fast Freight at the time of the Subject Accident.

9. At the time of the Subject Accident, Plaintiff David Hoelzel was within the course and scope of his employment with Jeff's Fast Freight and had authorization or permission to use the Subject Semi as part of those duties.

10. As Plaintiff's employer, Jeff's Fast Freight is liable for the negligence of Plaintiff with respect to the Subject Accident and is liable for the City's damages as set forth above.

11. As a result of the Subject Accident, in which Jeff's Fast Freight's employee was negligent, the City sustained various damages and is entitled to reimbursement from Plaintiff and his insurer, Acuity for those damages, as well as its costs, fees and other disbursements.

12. Pursuant to Wis. Stat. § 632.24 and the policy of insurance issued to Jeff's Fast Freight, Acuity is liable for any judgment rendered against Jeff's Fast Freight in this matter.

WHEREFORE, the City requests judgment in its favor and against the Third-Party Defendants on the Third-Party Complaint and an award of its damages to be determined by a jury, along with fees, costs and disbursements.

Dated this 23rd day of September, 2025

BOARDMAN & CLARK, LLP

By

Electronically Signed by Taylor R. Anderson

Taylor R. Anderson, #1134728
Attorneys for Third-Party Plaintiff/Defendant
City of Wausau
1 Pinckney Street, Suite 410
Madison, Wisconsin 53701-0927
(608) 257-9521
tanderson@boardmanclark.com

FILED
09-23-2025
CLERK OF CIRCUIT
COURT
MARATHON COUNTY
2025CV000594

STATE OF WISCONSIN CIRCUIT COURT MARATHON COUNTY

DAVID HOELZEL

Plaintiff,

Case No.: 25-CV-594

Case Code: 30301

ACUITY INSURANCE COMPANY
UNITED HEALTHCARE INSURANCE COMPANY

Involuntary Plaintiffs,

v.

CITY OF WAUSAU

Defendant,

**DEFENDANT CITY OF WAUSAU'S
ANSWER AND AFFIRMATIVE DEFENSES AND COUNTERCLAIM**

Defendant City of Wausau (the "City"), by their attorneys, Boardman & Clark LLP, by Taylor Anderson, respond to Plaintiff David Hoelzel's Complaint as follows:

General Allegations

1. Answering Paragraph 1, upon representation of counsel, admit.
2. Answering Paragraph 2, the City lacks sufficient knowledge or information to admit or deny the allegations and, therefore, denies the same.
3. Answering Paragraph 3, the City lacks sufficient knowledge or information to admit or deny the allegations and, therefore, denies the same.
4. Answering Paragraph 4, admit.

5. Answering Paragraph 5, the City admits on August 30, 2022, Plaintiff's semi-truck collided with a City bus at the intersection of Sherman Street and 12th Avenue in the City of Wausau, Marathon County when Plaintiff failed to yield the right of way. The collision resulted in various damage to the vehicles; the City lacks sufficient knowledge or information to admit or deny the remaining allegations and, therefore, denies the same.

6. Answering Paragraph 6, the allegations are legal conclusions which do not require a response; to the extent a response is required, the City admits that it generally has a duty to act reasonably consistent with Wisconsin law; the remaining allegations are denied.

7. Answering Paragraph 7, deny.

8. Answering Paragraph 8, the City lacks sufficient knowledge or information to admit or deny the allegations and, therefore, denies the same.

Affirmative Defenses

1. The City alleges that the complaint fails to state a claim upon which relief may be granted.

2. The City alleges that Plaintiff violated or otherwise failed to comply with Wis. Stat. § 346.46(1), which provides, "...every operator of a vehicle approaching an official stop sign at an intersection shall cause such vehicle to stop before entering the intersection and shall yield the right-of-way to other vehicles which have entered or are approaching the intersection upon a highway which is not controlled by an official stop sign or traffic signal."

3. Defendants allege that Plaintiff may have failed to mitigate his damages.

4. Defendants allege that any damages allegedly suffered by Plaintiff may be the result of Plaintiff's own actions or omissions and that such comparative negligence precludes or otherwise limits its recovery.

5. Plaintiff's injuries and problems, as alleged herein, pre-existed the accident at issue in this matter, thereby barring or limiting recovery.

6. Allege, upon information and belief, that Plaintiff may have failed to name all subrogated parties as required by Wis. Stat. § 803.03.

7. Allege that Plaintiff's recoverable damages, if any, are subject to the cap on damages set forth in Wis. Stat. § 345.05(3).

8. Allege that Plaintiff's recoverable damages, if any, are subject to the cap on damages set forth in Wis. Stats. § 893.80(3).

9. Allege that Plaintiff's claim is subject to the limitations imposed by Wis. Stat. § 893.80.

10. The City reserves the right to supplement these affirmative defenses as discovery proceeds.

WHEREFORE, Defendant City of Wausau requests judgment dismissing Plaintiff's Complaint in its entirety with prejudice and an award of fees and costs as provided by law, together with such other relief as the Court deems appropriate.

**COUNTERCLAIM AGAINST PLAINTIFF DAVID HOELZEL AND ACUITY
INSURANCE COMPANY**

Defendant City of Wausau (the "City"), by their attorneys, Boardman & Clark LLP, by Taylor Anderson, hereby counterclaims against Plaintiff David Hoelzel and Acuity Insurance Company ("Acuity") as follows:

1. The City incorporates by this reference Plaintiff's Complaint subject to the City's answers and affirmative defenses set forth above.

2. Upon information and belief, Acuity provided insurance for Plaintiff as an insured, and/or the vehicle being driven by Plaintiff, at the time of the subject incident and is therefore a proper party pursuant to Wis. Stat. § 632.24.

COUNT 1 - NEGLIGENCE

3. The City incorporates the allegations as set forth above.

4. On August 30, 2022, Plaintiff's semi-truck collided with a City bus at the intersection of Sherman Street and 12th Avenue in the City of Wausau, Marathon County when Plaintiff failed to yield the right of way as required by Wis. Stat. § 346.46(1) (the "Subject Accident").

5. At the time of the Subject Accident, the intersection had a stop sign which controlled Plaintiff's entry into the intersection. The City's bus had no stop sign and had the right of way.

6. Plaintiff's negligence was the cause of the Subject Accident, including failing to comply with Wis. Stat. § 346.46(1), failing to keep a proper look out, failing to yield, and otherwise failing to avoid the collision.

7. Plaintiff was negligent *per se* by violating Wis. Stat. § 346.46(1).

8. The Subject Accident resulted in the bus being deemed a "total loss".

9. The Subject Accident also resulted in various property damage to City property other than the bus, including a sidewalk, which required repairs.

10. As a result of the Subject Accident, the City sustained various damages and is entitled to reimbursement from Plaintiff and his insurer, Acuity for those damages, as well as its costs, fees and other disbursements.

WHEREFORE, the City requests judgment in its favor and against Plaintiff DAVID HOELZEL on the Counterclaim and an award of its damages to be determined by a jury, along with fees, costs and disbursements.

CITY OF WAUSAU HEREBY DEMAND A TRIAL BY JURY ON ALL CLAIMS AND COUNTERCLAIMS CLAIMS HEREIN

Dated this 23rd day of September, 2025

BOARDMAN & CLARK, LLP

By

Electronically Signed by Taylor R. Anderson

Taylor R. Anderson, #1134728
Attorneys for Defendant City of Wausau
1 Pinckney Street, Suite 410
Madison, Wisconsin 53701-0927
(608) 257-9521
tanderson@boardmanclark.com

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

Joint Resolution from the Human Resources Committee and the Finance Committee Approving Paid Duty Time for Out of Country Training for a Wausau Police Department Officer.

Committee Action: Approved 5-0

File Number: 26-0309

Date Introduced: March 24, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
COSTS	<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>	
	<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>	
SOURCE	<i>Debt Finance:</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:</i>	<i>Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, the City of Wausau supports professional development opportunities that enhance the knowledge, leadership, and effectiveness of its employees, particularly in the field of public safety; and

WHEREAS, a member of the Wausau Police Department has been selected as one of only two law enforcement professionals from the State of Wisconsin to participate in an international law enforcement exchange program, alongside participants from across the United States; and

WHEREAS, the program will take place in Frankfurt am Main, in the German state of Hesse, where the participant will reside with a German police officer’s family and engage in immersive learning with the Hesse State Police; and

WHEREAS, this opportunity will provide direct exposure to a large metropolitan policing environment comparable in scale to major U.S. cities, offering insight into urban policing strategies, organizational practices, and community engagement; and

WHEREAS, the participant will gain valuable knowledge in key areas relevant to the Wausau Police Department, including but not limited to:

- recruitment and retention of female officers in alignment with the 30x30 initiative;
- responses to homelessness and community support strategies;
- emerging drug trends and enforcement/treatment approaches;
- K-9 unit training and deployment practices;
- domestic violence intervention strategies, including innovative monitoring methods; and

- adoption of modern policing technologies such as artificial intelligence, video surveillance, and online reporting systems; and

WHEREAS, the participant will bear all personal costs associated with the program, including travel, meals, and program fees, and is not requesting financial reimbursement from the City of Wausau; and

WHEREAS, the knowledge and experience gained through this program will be brought back to the Wausau Police Department and shared through presentations to department leadership, staff, and potentially City committees, thereby benefiting the organization and the community as a whole.

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

1. The Council hereby supports and authorizes participation in the international law enforcement exchange program described herein; and
2. The Council approves the participant's attendance at this program on paid duty time, recognizing the professional and organizational value of the experience; and
3. The Council acknowledges that all program-related expenses shall be the responsibility of the participant and not the City of Wausau; and
4. The Council encourages the sharing of knowledge gained from this program with the Wausau Police Department and appropriate City stakeholders to enhance policing practices and community outcomes.

Approved:

Doug Diny, Mayor



Police

DATE: March 24, 2026
TO: Human Resources Committee
SUBJECT: 26-0309 Joint Resolution from the Human Resources Committee and the Finance Committee Approving Paid Duty Time for Out of Country Training for a Wausau Police Department Officer.

PURPOSE

Approval to allow Out of Country training

BACKGROUND

City policy identifies any out of the U.S. (lower 48) travel, must be approved. Attached document provides details of an Out of Training opportunity.

RECOMMENDATION



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

To: Chief Matthew Barnes
From: Lt. Luis Lopes-Serrao
Re: STAR International Police Exchange Program
Date: 01/20/2026

I am writing to request the City permits me to travel on paid duty time for a 14-day work study program.

Deputy Chief Baeten recently shared an opportunity for officers to participate in the STAR International Police Exchange Program, which he had previously participated in. This program affords law enforcement professionals from the United States to travel to Germany and participate in a two-week work study program. Then later in the year, German officers will have the same opportunity here in the United States. In Wisconsin, this typically occurs for them in the Eau Claire region.

I applied for and have been accepted as one of two law enforcement professionals from the State of Wisconsin to participate in the program for this session along with others from elsewhere in the United States. I will be traveling to Frankfurt am Main in the German state of Hesse. While there, I will live with the family of a German police officer and learn about their agency, learn from the challenges they face and the areas in which they are successful.

As part of this program, I will incur costs related to program fees, meals, travel and more. These costs are my responsibility, and I am not seeking the City to cover that. However, I am requesting the City permit me to participate in this program on paid duty time. The purpose of the trip is to further enhance my knowledge as a law enforcement professional and leader in our agency. The information I receive will be beneficial to our agency and our community.

Below are some topics I look forward to learning more about during my time there.

- **Metropolitan Policing:** I will be observing the Hesse State Police which covers a large region including the Frankfurt am Main Metropolitan Area which has a population similar to that of Chicago. This will provide me with an opportunity to learn from a large police organization in general on how they handle the challenges associated with urban policing.
- **Female Officer Recruitment:** An observation Deputy Chief Baeten made during his time in Germany was the high ratio of female police officers in the state he was visiting. The Wausau Police Department has engaged in the 30x30 mission, which seeks to have 30% of our sworn staff be female officers by the year 2030. This will take us being creative in how we recruit our officers to make our department and city more appealing to female candidates. I will learn how they recruit female candidates, how they support them, how they use job-sharing to support maternity leave and more.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

- **Homelessness:** Their community has a visible homeless population. I look forward to learning how they handle the issue of homelessness and how they support that community.
- **Drug Trends:** Learn about illicit drug trends in their community and how they address it through criminal enforcement, drug treatment and any deferred prosecution methods.
- **K-9 Unit:** As the leader of our K-9 program, I would like to see how they train and support their police dogs in Hesse. A challenge we have here is we acquire our dogs pre-trained through vendors rather than train them from the ground up. Many of our dogs come from Europe through our vendor and it would be great information to see how their program is similar or varies from ours.
- **Domestic Violence:** According to a recent study, domestic violence in Germany is at an all time high and they are trying to find solutions on how to support victims. The State of Hesse is using ankle bracelets for offenders based on a Spanish model. I would like to learn how they are working on this challenge and see how their victim resources compare to our program locally.
- **21st Century Policing:** I would like to learn how they are adopting new technologies such as AI, video surveillance and online reporting tools and the challenges or successes they have found with them all.

At the conclusion of this training and experience, I will take all the information I attain back to our department. I will present findings to our leadership team which I believe could be beneficial to our department. I will also develop a presentation to share with our staff about the experience as an educational opportunity. I would also be happy to share that presentation with the committee should they find that information helpful.

Thank you for your consideration in supporting me with this rare and unique opportunity.

Luis Lopes-Serrao

Lt. Luis Lopes-Serrao
Wausau Police Department

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain

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

Joint Resolution from the Human Resources Committee and the Finance Committee Approving Community Outreach Professional Shelter Operations Duty Premium Differential.

Committee Action: Human Resources Committee Approved 5-0; Finance Committee Approved 5-0

File Number: 26-0310

Date Introduced: March 24, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
COSTS	<i>Included in Budget:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	<i>Budget Source: ARPA Grant</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>
	<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>
SOURCE	<i>Debt Finance:</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:</i>	<i>Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, The Human Resources Director and Wausau Police Chief are requesting approval of an hourly premium for the non-exempt Community Outreach Specialist for work performed above the core scope of the position, and

WHEREAS, The Community Outreach Specialist was assigned additional Management duties for emergency shelter services in response to community needs, and

WHEREAS, your Human Resources Committee and Finance Committee reviewed the calculation, the rationale for the request, and approved the one-time premium remuneration of \$5.20 per hour at 2080 hours be provided for these services.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the \$5.20 per hour premium at 2080 hours be granted as approved by this resolution.

Approved:

Doug Diny, Mayor



Human Resource Committee Packet Memo

March 9, 2026

Agenda Item

Discussion and Possible Action: Shelter Operations Duty Premium Approval for Community Outreach Professional

Background

The current job description and compensation levers for the Community Outreach Professional have not been updated or audited since the inception of the temporary homeless shelter responsibilities in early 2025. External and internal analyses indicate inadequate remuneration as a result of these findings.

Fiscal Impact

Undetermined; non-recurring, one-time reimbursement financed through Wausau Police Department grant funding (ARPA)

Staff Recommendation

Approval of the shelter operations duty premium differential of \$5.20 per hour for shelter services.

Staff contact: Lisa Nowak 715-261-6634 lisa.nowak@wausauwi.gov



January 16, 2026

Shelter Operations Duty Premium

FLSA-Compliant Expanded Duties Compensation
 Community Outreach Specialist/Professional Position

Overview

This document outlines a transparent, internally equitable and market-based methodology for calculating a duty premium to compensate the Community Outreach Specialist/Professional for expanded shelter management responsibilities. This is not a bonus based on performance or outcomes—it is FLSA-compliant compensation that renders the employee whole for documented hours spent performing additional duties beyond the original position scope.

Compensation Methodology

Rationale

The Community Outreach Specialist/Professional position was designed primarily for street outreach and community engagement work. However, operational needs have required this position to also assume shelter operations management responsibilities. Rather than permanently reclassifying the position (as duties will be redistributed April 1st), the City proposes to compensate for these additional duties through an hourly duty premium based on market differentials and established, internally aligned mechanisms.

External Market Analysis

Based on comprehensive salary research of municipal government positions and homeless services roles:

Position Type	Market Average	Source
Community Outreach Coordinator	\$50,752	PayScale
Outreach Coordinator (Government)	\$51,407	Zippia
Homeless Outreach Specialist	\$73,699	Glassdoor
Social & Community Service Managers (Bureau of Labor Statistics - National)	\$83,400	BLS 2023
Social & Community Service Managers (Bureau of Labor Statistics - Wisconsin)	\$80,450	BLS 2023
Homeless Shelter Manager	\$88,027	Salary.com
Green Bay, WI Homeless Outreach Coordinator	\$56,909 - \$61,922	City of GB

Equity Calculation

Component	Amount
BLS Shelter Manager Market Rate (Salary.com)	\$88,027.00
Current Salary (Grade 17)	\$76,668.80
Annual Market Differential	\$11,358.20
Annual Hours (Full-Time)	2,080
Hourly Premium Rate	\$5.46/hour

Internal Equity Analysis

The City's salary grade structure provides an additional methodology for determining appropriate compensation for expanded duties. The Community Outreach Specialist/Professional position is classified at Grade 17, while shelter management and supervisory responsibilities align with Grade 15 duties.

Grade / Position	Minimum	Midpoint	Maximum
Grade 17 - Outreach Professional	\$55,369.50	\$68,099.20	\$77,500.00
<i>Current Salary</i>	<i>\$76,668.80</i>	<i>96.2% of range</i>	
Grade 15 - Shelter Management	\$61,880.00	\$78,374.40	\$92,768.00
Midpoint Differential		\$10,275.20	\$4.94 / hour

Analysis: The employee's current salary of \$76,668.80 places them at 96.2% of the Grade 17 range (112.6% of midpoint). The midpoint differential between Grade 15 and Grade 17 (\$10,275.20 annually, or \$4.94/hour) represents the internal equity adjustment for shelter management responsibilities as established by the City's classification system.

Premium Calculation: Three Methodologies

The City has three defensible methodologies for calculating the shelter duty premium, each grounded in different but complementary rationales:

Methodology	Annual Differential	Hourly Premium
Method 1: Market-Based (External)	\$11,358	\$5.46
BLS Shelter Manager rate (\$88,027) minus current salary (\$76,668.80)		
Method 2: Internal Equity-Based	\$10,275	\$4.94
Grade 15 midpoint (\$78,374.40) minus Grade 17 midpoint (\$68,099.20)		

Method 3: Blended Approach	\$10,817	\$5.20
Average of Methods 1 & 2: (\$5.46 + \$4.94) ÷ 2		

Recommendation

Staff recommends using **Method 3 (Blended Approach) with the \$5.20/hour premium** for the following reasons:

- Balances external market competitiveness with internal equity principles
- Validates internal classification system while acknowledging market realities
- Demonstrates fiscal responsibility while remaining competitive
- Provides defensible rationale from both internal and external perspectives
- Falls between the most conservative (internal only) and most generous (market only) approaches

Compensation Application Scenarios

The following table illustrates how the recommended \$5.20/hour duty premium applies based on documented hours spent performing shelter operations management duties:

Hours on Shelter Duties	% of Full-Time	Calculation	Premium Amount
520	25%	520 × \$5.20	\$2,704
832	40%	832 × \$5.20	\$4,326
1,040	50%	1,040 × \$5.20	\$5,408
1,248	60%	1,248 × \$5.20	\$6,490
1,456	70%	1,456 × \$5.20	\$7,571
1,664	80%	1,664 × \$5.20	\$8,653
1,872	90%	1,872 × \$5.20	\$9,734
2,080	100%	2,080 × \$5.20	\$10,816

The actual premium amount will be determined by the documented hours spent on shelter management duties, verified by supervisor and supported by operational records.

Documentation Requirements

To ensure transparency and accountability in applying this premium, the following documentation is required:

- Detailed time logs showing hours dedicated to shelter operations management duties (distinct from core outreach responsibilities)
- Description of shelter management activities performed (staff supervision, volunteer coordination, facility operations, supply management, emergency response, etc.)

- Supervisor verification of documented hours and activities
- Reconciliation against shelter operational records (nightly staffing logs, incident reports, supply orders, etc.)

Advantages of This Approach

- **FLSA-Compliant Duty-Based Compensation:** Premium compensates for actual documented duties performed, not outcomes or performance—ensuring compliance with wage and hour law for non-exempt employees.
- **Market-Based and Defensible:** Calculation is grounded in published salary data for comparable positions, not arbitrary figures.
- **Transparent and Objective:** Simple hourly calculation that can be easily verified and explained.
- **Directly Tied to Work Performed:** Compensation correlates precisely to documented hours on shelter management duties.
- **Time-Limited:** Premium automatically ends when shelter responsibilities are reassigned on April 1st, avoiding permanent salary structure impacts.
- **Scalable to Actual Duties:** If employee worked 50% time on shelter duties, compensation reflects that. If 80%, it reflects that appropriately.
- **Creates Precedent for Future Similar Situations:** Establishes clear methodology for compensating employees who temporarily assume higher-level responsibilities.
- **Avoids Classification Complications:** No need for permanent position reclassification or salary grade changes that would complicate April transition.

Recommendation

Staff recommends approval of the hourly duty premium approach for the following reasons:

- Provides fair, market-based compensation for documented expanded duties
- Ensures FLSA compliance by compensating non-exempt employees for actual work performed, it is not a discretionary bonus
- Maintains fiscal responsibility by tying compensation directly to documented hours
- Establishes transparent, replicable methodology for similar future situations
- Automatically concludes when duties are reassigned, avoiding permanent position structure complications
- Provides clear documentation trail for audit and accountability purposes