# OFFICIAL NOTICE & AGENDA
REGULAR MEETING

**MEETING:** Common Council
**DATE/TIME:** Tuesday, July 14, 2026, at 6:30 PM
**LOCATION:** Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

**MEMBERS:**

| | |
|---|---|
| Carol Lukens | Matt Hoenecke |
| Michael Martens | Sarah Watson |
| Terry Kilian | Vicki Tierney |
| Tom Neal | Lou Larson |
| Andrew Wiskowski | Bruce Trueblood |
| Kristin Slonski | |

**AMENDED**

1 **Call to order by the presiding officer.**

2 **Pledge of Allegiance, and Roll Call and Proclamations.**

Daughters of the American Revolution Proclamation

AirVenture Cup Race Weekend Proclamation

Certificate of Achievement: Hazel Schaefer, Young Eagle & EAA Fly-In Recognition

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

**June 9, 2026** Regular Common Council Minutes

4 **Reading of the City of Wausau Public Comment Statement.**

5 **Comments and suggestions from preregistered citizens.**

6 **Consent agenda.**

**02-0511** Resolution from the Parks & Recreation Committee Approving Revisions to the City Park Suspension Policy Adopted Pursuant to W.M.C. 9.20.020.

**01-0251** Resolution from the Public Health & Safety Committee Approving City of Wausau Emergency Operations Plan.

**26-0704** Resolution from the Public Health & Safety Committee Approving Addendum to Memorandum of Understanding Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program.

**22-0907** Resolution from the Public Health & Safety Committee Approving Agreement for Urban Search and Rescue Emergency Response Services 2026-2028.

**12-0219** Resolution from the Human Resources Committee Requesting Sunsetting of the Perfect Attendance Leave (PAL) Program.

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

**12-0411** Joint Resolution from the Airport Committee and Finance Committee Approving Consent to Transfer Title to Building and Improvements and Waiver of First Right of Refusal to Purchase the Buildings and Improvements, Terminating Airport Ground Lease with Beachwind Limited Partnership and Approving Airport Ground Lease with A75N1 LLC at 931 Woods Place.

**26-0706** Ordinance from the Plan Commission Amending Municipal Code Title 23 Zoning Sections 23.03.05 Table of Land Uses, 23.03.14 Industrial Land Uses, and 23.06.06 Off-Street Parking and Traffic Circulation to Define and Create Regulations for Data Centers in the Zoning Ordinance.

**07-0908** Resolution from the Infrastructure & Facilities Committee Approving Renewal of the Stormwater Memorandum of Agreement with Surrounding Municipalities.

**26-0703** Resolution from the Economic Development Committee Approving a Planning Option Agreement with CD Smith Company for 8104 Enterprise Drive in the Business Campus.

**26-0711** Resolution from the Parks & Recreation Committee Approving Maintenance Agreement with Central Wisconsin Offroad Cycling Coalition for Sylvan Hill Bike Trails.

**26-0712** Resolution from the Finance Committee Approving Administrative Revision for a Temporary Limited Easement and Property Fee Acquisition at 8101 International Drive, Parcel 1, Business Campus Trail E-W Connector Trail, 6999-18-11.

7 **Ordinances and resolutions.**

**26-0705** Ordinance from Plan Commission Rezoning 1010 S 16th Avenue from a (SR-5) Single-Family Residential – 5 Zoning District, to a PUD, Planned Unit Development

Zoning District to Allow for Expansion of a Commercial Business (Brass Properties, LLC).

**26-0710** Resolution from the Economic Development Committee Approving a Planning Option for 1501, 1502,1505,1508,1509,1510, 1514 North 2nd Street and 201 East Bridge Street with Eminent Development Corporation.

**26-0702** Confirming Appointments of the Mayor of the City of Wausau to Historic Preservation Commission and the Capital Improvement Project Committee.

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

**04-0306** Joint Resolution from the Human Resources Committee and Finance Committee Approving Bargaining Agreement Between the City of Wausau and Local 1168 Amalgamated Transit Union, AFL-CIO for July 1, 2026, through June 30, 2028.

**26-0713** Resolution from the Human Resources Committee Approving the City of Wausau Firefighter/Paramedic Apprenticeship Program.

**26-0708** Resolution from the Common Council Approving Term Sheet for Redevelopment of 920 North 1st Street & 15 Fulton (Riverlife South) by Wangard Partners, Inc.

**9 Announcement from Mayor and Alderpersons.**

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

**11 Adjournment.**

Mayor Doug Diny, Chair

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

**DATE**: 07/10/2026
**TIME**: 4:00 PM
**POSTED BY**: Kody Hart

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

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@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,*** the National Society Daughters of the American Revolution was founded on January 30, 1926, to promote historic preservation, education, and patriotism; and

***WHEREAS,*** the Wausau Chapter Daughters of the American Revolution has faithfully served the Wausau community and the State of Wisconsin for one hundred years through civic engagement, educational programs, support for veterans, preservation of local and national history, and encouragement of patriotism; and

***WHEREAS,*** for a century the members of the Wausau Chapter have contributed countless volunteer hours in support of schools, scholarships, historic commemorations, naturalization ceremonies, veteran recognition, and community service projects; and

***WHEREAS,*** the chapter continues to honor the legacy of America's founding patriots while inspiring future generations to value citizenship, service, and love of country; and

***WHEREAS,*** the celebration of this centennial anniversary marks an important milestone in the history of the Wausau community and recognizes the enduring contributions of the chapter's past and present members

***NOW, THEREFORE,*** I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim July 19, 2026, as

## Wausau Chapter Daughters of the American Revolution 100th Anniversary Celebration Day

in recognition of the chapter's century of dedicated service and commitment to historic preservation, education, patriotism, and community leadership.

_____

Doug Diny
Mayor, City of Wausau
July 19, 2026

Office of the Mayor
Doug Diny

TEL: (715) 261-6800
FAX: (715) 261-6808

# Proclamation

***WHEREAS,*** the AirVenture Cup Cross-Country Air Race is the world's premier amateur open-circuit air race open to all experimental and factory-built aircraft; and

***WHEREAS,*** the race is held annually on the opening weekend of the EAA AirVenture Oshkosh fly-in and convention and is the first major event of the fly-in; and

***WHEREAS,*** the AirVenture Cup Race was first held in 1998 and went from Kitty Hawk, North Carolina to Oshkosh, Wisconsin, with 10 aircraft; and

***WHEREAS,*** 2012 was the first time Wausau, WI hosted the finish line with 45 racers; Wausau has hosted the finish line multiple times since then; and

***WHEREAS,*** this will be the fourth year that the race has started and ended at the Wausau Municipal Airport; and

***WHEREAS,*** there are several Wausau based planes in the race this year; and

***WHEREAS,*** in 2026, the race will be July 19, and there will be more than 100 racers:

***NOW, THEREFORE,*** be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim July 17-19, 2026 as

## AirVenture Cup Race Weekend

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and I call upon all our citizens to visit the open house on Saturday and the race on Sunday at the Wausau Downtown Airport.

_____

Doug Diny
Mayor, City of Wausau
July 14, 2026

# *CITY OF WAUSAU*

Presents this Certificate of Achievement
to

## ***Hazel Schaefer***

*in recognition of your 2.5 Millionth Young Eagle application.*
*We commend you on your flight to Oshkosh during the EAA Fly-In on July, 22nd, 2026.*

## CITY OF WAUSAU

*is pleased to provide this certificate on this **14th** day of **July 2026.***

Doug Diny

Mayor, City of Wausau

**OFFICIAL MINUTE PROCEEDINGS**
REGULAR MEETING

**MEETING:** Common Council
**DATE/TIME:** Tuesday, June 9, 2026, at 6:30 PM
**LOCATION:** Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

**MEMBERS:**

| | |
|---|---|
| Carol Lukens | Matt Hoenecke |
| Michael Martens | Sarah Watson |
| Terry Kilian | Vicki Tierney |
| Tom Neal | Lou Larson |
| Andrew Wiskowski | Bruce Trueblood |
| Kristin Slonski | |

**1 Call to order by the presiding officer.**

Mayor Doug Diny presided.
The meeting was called to order at 07:19 PM.

Roll Call indicated 11 members present.
Members Present - Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Andrew Wiskowski, Kristin Slonski, Matt Hoenecke, Sarah Watson, Vicki Tierney, Lou Larson, Bruce Trueblood
Members Absent - None
Members Excused - None
Present 11, Absent 0, Excused 0

**2 Pledge of Allegiance, and Roll Call and Proclamations.**

Park and Recreation Month Proclamation

**3 Common Council Elections.**

Common Council Member of the Plan Commission.

Nominations for the Common Council Member of the Plan Commission were opened.
Kilian nominated Bruce Trueblood. Trueblood accepted the nomination.
**Motion by Lukens, seconded by Martens, to close nominations and cast a unanimous ballot for Bruce Trueblood as the Common Council Member of the Plan Commission for the remainder of the term. Motion passed.**

**4 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 Slonski, to approve all items outlined below.**
**Yes 11, No 0, Abstained 0**
**MOTION PASSED.**

**May 26, 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.**

**Motion by Alderperson Watson, seconded by Alderperson Trueblood, to approve all items outlined below.**
**Yes 11, No 0, Abstained 0**
**MOTION PASSED.**

**26-0107** Resolution from the Infrastructure and Facilities Committee Approving Voluntary Public Crossing Closure Agreement with Fox Valley & Lake Superior Rail System, L.L.C.

**92-1019** Ordinance from the Public Health and Safety Committee Amending Wausau

Municipal Code Section 17.16.020 Inspections of Buildings and Premises.

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

**24-0812** Resolution from the Economic Development Committee Approving Release of Easements and Other Reserved Interests in Property between Canadian National Railway Company and City of Wausau at 920 N. 1st Avenue and 15 Fulton Street.

**03-0311** Resolution from the Wausau Water Works Commission Reviewing and Approving the 2025 Compliance Maintenance Annual Report (CMAR) for the Wastewater Plant.

## 8 Ordinances and resolutions.

**12-0107** Resolution from Committee of the Whole Approving School Crossing Guard Program Management Transition to the Wausau Police Department.

**Motion by Alderperson Lukens, seconded by Alderperson Slonski, to approve.**
**Yes 11, No 0, Abstained 0**
**MOTION PASSED.**

**26-0602** Confirming Appointments of the Mayor of the City of Wausau to the Bicycle & Pedestrian Advisory Committee and Administrative Review Board.

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

## 9 Suspend Rule 1(D) Transmission of Committee business to the Council.

**26-0603** Resolution from the Human Resources Committee Approving Firefighter/Paramedic Apprenticeship Partnership with Northcentral Technical College.

*Without objection, this item was postponed to a future meeting.*

## 10 Announcement from Mayor and Alderpersons.

1. Mayor Diny - directed alderpersons to their mailboxes to publications from the Wisconsin League of Municipalities.
2. Alder Trueblood - stated appreciation of signage commemorating the 250th commemoration of the founding of the county and signing of the Declaration of Independence and questioned the starting time of the meeting regarding open meeting laws.

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

## 12 Adjournment.

Motion by Alderperson Lukens, seconded by Alderperson Wiskowski, to adjourn. Motion carried. Meeting adjourned at 07:31 PM.

**The recording of this meeting may be viewed on YouTube [@CityofWausauMeetings]**

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

Resolution from the Parks & Recreation Committee Approving Revisions to the City Park Suspension Policy Adopted Pursuant to W.M.C. 9.20.020.

**Committee Action:** Approved 5-0

**File Number:** 02-0511 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| | *Budget Neutral:* | *YES [X]* | *NO [ ]* | | |
| COSTS | *Included in Budget:* | *YES [ ]* | *NO [ ]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS**, your Common Council, on August 13, 2013, approved a Park Suspension Policy pursuant to Wausau Municipal Code Section 9.20.020; and

**WHEREAS**, it has come to staff's attention that park bans are being treated differently by the Wausau Police Department and the Recreation Deputies of Marathon County Sherriff's Office even though the ordinances of the County parks mirror those of the City parks W.M.C 9.20.020 (5); and

**WHEREAS**, changes to the Policy include updating the correct name of the Parks Department and to reflect Wausau Police Department's current practices; and

**WHEREAS**, on June 1, 2026, your Parks and Recreation Committee discussed and recommended approving the amendments to the Park Suspension Policy.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau does hereby approve the amendments to the Park Suspension Policy and directs the property City officials to execute the amended Park Suspension Policy as attached.

Approved:

_____

Doug Diny, Mayor

CITY OF WAUSAU
PARK SUSPENSION POLICY ADOPTED PURSUANT TO
W.M.C. §9.20.020

**GENERAL:**

The City of Wausau has been experiencing over the past several years, recurring problems with a small number of Park users whose behavior in recreational open areas, restroom facilities, shelters and other places have infringed upon the intended use of the Parks by other users. As a result of this behavior, some City Parks, or portions thereof, are no longer welcoming or safe environments for all potential Park users. While the City recognizes that everyone is free to use the City's Parks for their intended purposes, and the intended purposes of a Park are numerous, the City finds that if a Park user's behavior is such that it impacts the use and enjoyment of the Park by others, that this person should not be allowed to use the City's Park, or Parks, for a period of time. This is especially the case with repeat offenders.

The City of Wausau seeks to provide a park and recreation system that will meet the needs of our current and future generations, preserve and protect the City's open spaces, water, historical and natural resources and provide a park and recreation program that is designed to enhance the City's quality of life. This policy is intended to promote Park usage and enjoyment by individuals; preserve the Parks and facilities; reduce costs associated with property loss and damage/graffiti repairs; and reduce police and fire department costs associated with calls for service in the Parks.

**PURPOSE:**

The purpose of this policy is to identify clear and consistent procedures for the suspension of privileges for individuals to use parks within the City of Wausau in response to Inappropriate Behavior, violations of Park rules, City ordinances, or state or federal statutes.

**DEFINITIONS:**

"Inappropriate Behavior" shall include, without limitation by enumeration, the following conduct or behaviors:

(a) Committing or attempting to commit any activity that would constitute a crime under state law or a violation of City or County ordinances.
(b) Engaging in behavior that is disruptive, harassing, or threatening in nature to Park users or staff, including stalking, unwanted physical contact, or verbal abuse.
(c) Engaging in explicit sexual activities or conduct.
(d) Interfering with the safe and free passage of Park users or staff in Parks, including, but not limited to, lying, sitting, or placing objects (bags, personal items, strollers) in aisles, floors, doorways, vestibules, bathrooms, or elsewhere in a manner that unreasonably impedes the free passage of persons about the Park or within Park facilities.

(e) Trespassing by entering or remaining on or in a Park premises after having been notified by an authorized individual not to do so, and entering or remaining on or in a Park premises during the period in which an individual has been suspended from the premises.
(f) Being in a Park during hours in which the Park is closed.
(g) Engaging in behavior which unreasonably interferes with, or has the strong likelihood of interfering with, the use and enjoyment of the Park by another, including interfering with another's use and enjoyment of a Park facility which that person has rented.
(h) Engaging in repeated violations of this Policy, City or County ordinances, or state law.
(i) Providing false identifying information to a Wausau City Police Officer or other law enforcement officer ("Law Enforcement Officer") investigating alleged Inappropriate Behavior under this Policy.

"Park" is defined to mean all lands and water heretofore and hereafter acquired by the City for park or recreational purposes, or placed under the jurisdiction of the Wausau & Marathon County Parks, Recreation & Forestry Department (PRF) or the City of Wausau Parks and Recreation Committee, and includes, without limitation, parks, parkways, greenways, recreational facilities and structures, and privately owned lands the use of which has been granted or leased to the City for park, recreational, or like public purposes. This definition includes Marathon County Parks within the City of Wausau.

**PROCEDURE:**

1. Law Enforcement Officers are authorized, at their discretion, to serve a Notice of Suspension to individuals engaging in Inappropriate Behavior in City Parks contrary to this Policy. In determining whether to issue a Notice of Suspension, Law Enforcement Officers shall consider all circumstances surrounding the offense including, but not limited to, whether the individual has had prior suspensions, the type and severity of the offense, prior Inappropriate Behavior engaged in by the individual in City Parks, and the impact of the individual's behavior upon the use and enjoyment of the Parks by others.

2. If an individual will not accept the Notice of Suspension it may be left by the Law Enforcement Officer near the person. If an individual leaves the Park before notice can be given, notice may be sent to the individual's last known address, or served upon them at a later date. The Law Enforcement Officer will record the method of providing the individual notice.

3. A copy of the Notice of Suspension will be issued to the individual being suspended with a copy to be retained by the appropriate law enforcement department. The law enforcement department will forward a copy of the Notice of Suspension to the Director of the Parks, Recreation & Forestry Department.

4. The individual served with the Notice of Suspension shall leave the Park immediately upon issuance of the notice and the suspension will begin on the date of issuance.

5. The decision by the Wausau Police Department to issue a park ban for inappropriate behavior, violations of park rules, City ordinances, or state or federal statutes is supported by the Director of the Parks, Recreation & Forestry Department and shall be final per Wausau Municipal Code (9.20.020(5)) and the City elects not to be bound by the provisions of Chapter 68, Wisconsin Statutes, with respect to administrative procedure in this regard.

6. Suspension Periods:

(a) Inappropriate Behavior not resulting in a misdemeanor or felony arrest:

1st Offense – not less than three (3) days and not more than thirty (30) days.

2nd Offense (within one (1) year of prior offense) – not less than ten (10) days and not more than sixty (60) days.

3rd and subsequent violations (within one (1) year of prior offense) – not less than twenty-one (21) days and not more than one (1) year.

(b) Inappropriate Behavior resulting in a misdemeanor arrest:

Not less than twenty-one (21) days and not more than one (1) year.

(c) Inappropriate Behavior resulting in a felony arrest:

Not less than sixty (60) days and up to a lifetime suspension.

Suspension periods shall run concurrently in the event of subsequent violations.

7. Violation of the suspension under this Policy may result in further action by Law Enforcement Officers including but not limited to citation, arrest, and/or possible extension of the suspension.

APPROVED:

_____

Doug Diny, Mayor

ATTEST:

_____

Rachel Brown, Clerk

**Parks, Recreation, Forestry**

**DATE:** July 14, 2026
**TO:** Parks & Recreation Committee
**SUBJECT:** Adopting Revisions to the City Park Suspension Policy Adopted Pursuant to W.M.C. 9.20.020

## PURPOSE

Revise the current City Park Suspension Policy to reflect current practice.

## BACKGROUND

In 2025, it came to the attention of the Director of Parks, Recreation & Forestry that park bans were being treated differently by the Wausau Police Department and the Recreation Deputies of Marathon County Sherriff's Office. The ordinances of the County parks mirror those of the City parks W.M.C 9.20.020 (5) and state that:*(5) Additional rules.* Rules and regulations may be made governing the use and enjoyment of all lands, structures and property owned, leased or administered by the City and under the management, supervision and control of the Department. No person shall disregard posted rules and regulations or engage in any activity contrary to posted notice. Any person who shall violate such rules and regulations or who refuses to subject himself or herself thereto may be excluded from the use of such facility. The decision of the Director to exclude individuals from the use of park facilities shall be final and the City elects not to be bound by the provisions of Wis. Stats. ch. 68, with respect to administrative procedure in this regard.When the Wausau Police Department issues a park suspension/ban, it usually needs to happen immediately and therefore contact with the Director before issuing the suspension/ban is not possible. The Director has been working with the Wausau Police Department on the process and wording stated on the park ban that allows the officers to issue the park ban with the support of the Director. In doing so, it came to our attention that the City had an existing policy regarding park suspensions. The policy requires updates based on current practice and conversations with the Wausau Police Department.

The proposed amendments to the Park Suspension Policy are being recommended based on current practice, consistency throughout the parks (city and county) and per Municipal Code Chapter 9.20.020.

## RECOMMENDATION

Adopt the amended City Park Suspension Policy.

**OFFICIAL MINUTES**
REGULAR MEETING

| | |
|---|---|
| **MEETING:** | Parks & Recreation Committee |
| **DATE/TIME:** | Monday, June 1, 2026, at 5:15 PM |
| **LOCATION:** | Wausau City Hall — Council Chambers<br>407 Grant Street, Wausau WI, 54403 |

**MEMBERS:**

| | |
|---|---|
| Tom Neal | Kristin Slonski |
| Sarah Watson | Bruce Trueblood |
| Carol Lukens | |

Members Present: Kristin Slonski, Carol Lukens, Tom Neal, Sarah Watson, Bruce Trueblood
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 Call to Order by the Clerk.

## 2 Elect Chairperson and Vice Chairperson for the 2026-2028 term of the Parks & Recreation Committee.

Nominations for Chairperson of the Parks and Recreation Committee were opened.
Lukens nominated Sarah Watson. Watson accepted the nomination.

**Motion by Alderperson Neal, seconded by Alderperson Trueblood, to Close nominations for Chairperson of the Parks and Recreation Committee. Motion Passed 5-0.**
Nominations were closed and a vote was taken.
**Sarah Watson was elected as Chairperson of the Parks and Recreation Committee on a vote of 5-0 for the 2026 - 2028 term.**

Nominations for Vice Chairperson of the Parks and Recreation Committee were opened.
Slonski nominated Tom Neal. Neal accepted the nomination.

Motion by Alderperson Lukens, seconded by Alderperson Slonski, to Close nominations for Vice Chairperson of the Parks and Recreation Committee. Motion Passed 5-0.
Nominations were closed and a vote was taken.
**Tom Neal was elected as Vice Chairperson of the Parks and Recreation Committee on a vote of 5-0 for the 2026 - 2028 term.**

## 3 Establish regular meeting date and time for the 2026-2028 term of the Parks & Recreation Committee.

It was a consensus of the committee members to keep the regular meeting date for the Parks and Recreation Committee as the first Monday of each month at 5:15pm.

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

No public comment

## 5 Consideration of the minutes of the preceding meeting(s).

Regular Parks and Recreation Committee March 2, 2026 Minutes

Motion by Alderperson Neal, seconded by Alderperson Lukens, to approve the Regular Parks and Recreation Committee March 2, 2026 Minutes. Motion Passed 5-0.

## 6 Discussion and possible action.

**a.** Adopting Revisions to the City Park Suspension Policy Adopted Pursuant to W.M.C. 9.20.020

Polley reviewed the revisions proposed to the City Park Suspension Policy that had been adopted pursuant to W.M.C. 9.20.020. Revisions were made in partnership with the Wausau Police Department to reflect current practice. Additional revisions were made to update the correct name of the department. Questions were asked.

Motion by Alderperson Trueblood, seconded by Alderperson Lukens, to approve the Revisions to the City Park Suspension Policy Adopted Pursuant to W.M.C. 9.20.020. Motion 5-0.

## 7 Discussion.

**a.** Park Updates (400 Block, Alexander Airport, Athletic, Brockmeyer, Kaiser Pool, Riverlife, Schulenberg Pool, Yawkey, Forestry, Encampments)

Polley reviewed the park updates. Additional comments were made regarding ticks at Brockmeyer Park. Questions were asked about Emerald Ash Borer (EAB) and the goats at Barker Stewart Island. A request was made to have the City Forester provide the committee with an update at a future meeting on the EAB plan and invasive species.

## 8 Adjournment.

Motion by Alderperson Neal, seconded by Alderperson Slonski, to adjourn. Motion carried. Meeting adjourned at 05:45 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
PARK SUSPENSION POLICY ADOPTED PURSUANT TO
W.M.C. §9.20.020

**GENERAL:**

The City of Wausau has been experiencing over the past several years, recurring problems with a small number of Park users whose behavior in recreational open areas, restroom facilities, shelters and other places have infringed upon the intended use of the Parks by other users. As a result of this behavior, some City Parks, or portions thereof, are no longer welcoming or safe environments for all potential Park users. While the City recognizes that everyone is free to use the City's Parks for their intended purposes, and the intended purposes of a Park are numerous, the City finds that if a Park user's behavior is such that it impacts the use and enjoyment of the Park by others, that this person should not be allowed to use the City's Park, or Parks, for a period of time. This is especially the case with repeat offenders.

The City of Wausau seeks to provide a park and recreation system that will meet the needs of our current and future generations, preserve and protect the City's open spaces, water, historical and natural resources and provide a park and recreation program that is designed to enhance the City's quality of life. This policy is intended to promote Park usage and enjoyment by individuals; preserve the Parks and facilities; reduce costs associated with property loss and damage/graffiti repairs; and reduce police and fire department costs associated with calls for service in the Parks.

**PURPOSE:**

The purpose of this policy is to identify clear and consistent procedures for the suspension of privileges for individuals to use parks within the City of Wausau in response to Inappropriate Behavior, violations of Park rules, City ordinances, or state or federal statutes.

**DEFINITIONS:**

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(b) Engaging in behavior that is disruptive, harassing, or threatening in nature to Park users or staff, including stalking, unwanted physical contact, or verbal abuse.
(c) Engaging in explicit sexual activities or conduct.
(d) Interfering with the safe and free passage of Park users or staff in Parks, including, but not limited to, lying, sitting, or placing objects (bags, personal items, strollers) in aisles, floors, doorways, vestibules, bathrooms, or elsewhere in a manner that unreasonably impedes the free passage of persons about the Park or within Park facilities.

(e) Trespassing by entering or remaining on or in a Park premises after having been notified by an authorized individual not to do so, and entering or remaining on or in a Park premises during the period in which an individual has been suspended from the premises.
(f) Being in a Park during hours in which the Park is closed.
(g) Engaging in behavior which unreasonably interferes with, or has the strong likelihood of interfering with, the use and enjoyment of the Park by another, including interfering with another's use and enjoyment of a Park facility which that person has rented.
(h) Engaging in repeated violations of this Policy, City or County ordinances, or state law.
(i) Providing false identifying information to a Wausau City Police Officer or other law enforcement officer ("Law Enforcement Officer") investigating alleged Inappropriate Behavior under this Policy.

"Park" is defined to mean all lands and water heretofore and hereafter acquired by the City for park or recreational purposes, or placed under the jurisdiction of the Wausau & Marathon County ~~City~~ Parks, Recreation & Forestry Department (PRF) or the City of Wausau Parks and Recreation Committee, and includes, without limitation, parks, parkways, greenways, recreational facilities and structures, and privately owned lands the use of which has been granted or leased to the City for park, recreational, or like public purposes. This definition includes Marathon County Parks within the City of Wausau.

**PROCEDURE:**

1. Law Enforcement Officers are authorized, at their discretion, to serve a Notice of Suspension ~~(See Attachment A)~~ to individuals engaging in Inappropriate Behavior in City Parks contrary to this Policy. In determining whether to issue a Notice of Suspension, Law Enforcement Officers shall consider all circumstances surrounding the offense including, but not limited to, whether the individual has had prior suspensions, the type and severity of the offense, prior Inappropriate Behavior engaged in by the individual in City Parks, and the impact of the individual's behavior upon the use and enjoyment of the Parks by others.

2. If an individual will not accept the Notice of Suspension it may be left by the Law Enforcement Officer near the person. If an individual leaves the Park before notice can be given, notice may be sent to the individual's last known address, or served upon them at a later date. The Law Enforcement Officer will record the method of providing the individual notice.

3. A copy of the Notice of Suspension will be issued to the individual being suspended with a copy to be retained by the appropriate law enforcement department. The law enforcement department will forward a copy of the Notice of Suspension to the Director of the Parks, Recreation & Forestry Department.

4. The individual served with the Notice of Suspension shall leave the Park immediately upon issuance of the notice and the suspension will begin on the date of issuance.

5. ~~An individual may request review of a Notice of Suspension by filing a written request with the Director of the Parks Department, 212 River Drive, Wausau, WI 54403 within ten (10) days of the date of the issuance of the Notice of Suspension. Any additional information the individual wishes to provide in connection with the Notice of Suspension must be provided at the time of the filing of the written request. The Notice of Suspension will be reviewed by the Director of the Parks Department within fifteen (15) days of the filing of the written request and will be upheld, amended or denied at his/her discretion. The individual will be notified of the Director's decision by U.S. mail at the address provided on the Notice of Suspension form or they can obtain a copy at the Parks Department.~~ The decision by the Wausau Police Department to issue a park ban for inappropriate behavior, violations of park rules, City ordinances, or state or federal statutes is supported by ~~of~~ the Director of the Parks, Recreation & Forestry Department and shall be final per Wausau Municipal Code (9.20.020(5)) and the City elects not to be bound by the provisions of Chapter 68, Wisconsin Statutes, with respect to administrative procedure in this regard.

6. Suspension Periods:

(a) Inappropriate Behavior not resulting in a misdemeanor or felony arrest:

1st Offense – not less than three (3) days and not more than thirty (30) days.

2nd Offense (within one (1) year of prior offense) – not less than ten (10) days and not more than sixty (60) days.

3rd and subsequent violations (within one (1) year of prior offense) – not less than twenty-one (21) days and not more than one (1) year.

(b) Inappropriate Behavior resulting in a misdemeanor arrest:

Not less than twenty-one (21) days and not more than one (1) year.

(c) Inappropriate Behavior resulting in a felony arrest:

Not less than sixty (60) days and up to a lifetime suspension.

Suspension periods shall run concurrently in the event of subsequent violations.

7. Violation of the suspension under this Policy may result in further action by Law Enforcement Officers including but not limited to citation, arrest, and/or possible extension of the suspension.

APPROVED:

_____

~~James E. Tipple~~Doug Diny, Mayor

ATTEST:

_____

Rachel Brown~~Toni Rayala~~, Clerk

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

Resolution from the Public Health & Safety Committee Approving City of Wausau Emergency Operations Plan.

**Committee Action:** Approved 5-0

**File Number:** 01-0251 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| | *Budget Neutral:* | *YES [X]* | *NO [ ]* | | |
| COSTS | *Included in Budget:* | *YES [ ]* | *NO [ ]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS**, the City of Wausau has identified emergency preparedness as one of the most important activities undertaken by the City; and

**WHEREAS**, the City is charged with and entrusted with the protection of the health, safety, and welfare of persons and property during local disaster or emergency conditions; and

**WHEREAS**, the attached Emergency Operations Plan is intended to and shall be interpreted to give effect to the purpose of Wisconsin Statute §323.14 that directs the governing body of each town, village or city to develop and adopt an emergency operations plan and program that is compatible with the state plan of emergency management; and

**WHEREAS**, the Marathon County Emergency Management Department has assisted in the development of this Emergency Operations Plan; and

**WHEREAS**, the attached Emergency Operations Plan supersedes all previous City of Wausau Emergency Operations Plans; and

**WHEREAS**, on June 15, 2026, your Public Health & Safety Committee reviewed and recommended approving the Emergency Operations Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau hereby approves the Emergency Operations Plan attached hereto and directs the proper City officials to execute the Plan.

**BE IT FURTHER RESOLVED** that the proper City officials and staff are authorized and directed to take all steps reasonable to accomplish the purposes of the Emergency Operations Plan.

Approved:

_____

Doug Diny, Mayor

# City of Wausau Emergency Operations Plan

**June 2026**

# I. Promulgation Statement

CITY OF WAUSAU EMERGENCY OPERATIONS PLAN
PROMULGATION

The primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens are never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, and recovery actions exist so that public welfare and safety is preserved.

The Wausau Emergency Operations Plan provides a comprehensive framework for City-wide emergency management. It addresses the roles and responsibilities of government organizations and provides links to county, State, Federal, and private organizations, as well as resources that may be activated to address disasters and emergencies in Wausau.

The Wausau Emergency Operations Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and County guidance.

Therefore, in recognition of the emergency management responsibilities of Wausau government and with the authority vested in me as the Mayor of the City of Wausau, I hereby promulgate the Wausau Emergency Operations Plan.

_____

Doug Diny, Mayor
City of Wausau

## II. Approval and Implementation

### RESOLUTION NO: 2026 – XXX

RESOLUTION OF THE CITY OF WAUSAU COMMON COUNCIL APPROVING THE ADOPTION OF THE CITY OF WAUSAU EMERGENCY OPERATIONS PLAN

WHEREAS the City Council of Wausau has identified emergency preparedness as one of the most important activities undertaken by the city,

WHEREAS the City is charged with and entrusted with the protection of the health, safety, and welfare of persons and property during local disaster or emergency conditions,

WHEREAS the attached Emergency Operation Plan is intended to and shall be interpreted to give effect to the purpose of Wisconsin Statute §323.14 that directs the governing body of each town, village, or city to develop and adopt an emergency management plan and program that is compatible with the state plan of emergency management,

WHEREAS the Marathon County Emergency Management Department has assisted in the development of this Emergency Management Plan,

WHEREAS the attached Emergency Operation Plan supersedes all previous City of Wausau Emergency Operations Plans,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau adopts the attached Emergency Operations Plan and authorizes those assigned duties within it to perform duties required to carry out the Emergency Management Plan.

NOW, THEREFORE, IT IS FURTHER RESOLVED, to ensure the plan stays current, that the Emergency Operations Plan be amended from time to time as necessary.

THIS RESOLUTION is adopted by the Common Council of the City of Wausau and is in full force and effect upon its adoption on this 1st day of November 2026.

_____ _____

Doug Diny, Mayor
City of Wausau

Date

ATTEST

_____ _____

Rachel Brown, City Clerk
City of Wausau

Date

# III. Signature Page

ATTEST:

_____
Lou Larson
Public Health & Safety Committee Chair

_____
Carol Lukens
Public Health & Safety Committee Vice Chair

_____
Sarah Watson
Public Health & Safety Committee Member

_____
Kristin Slonski
Public Health & Safety Committee Member

_____
Bruce Trueblood
Public Health & Safety Committee Member

# IV. Record of Changes

| Change # | Date | Part Affected | Date Posted | Who Posted |
|---|---|---|---|---|
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# V. Record of Distribution

| Plan # | Office/Department | Representative | Signature |
|---|---|---|---|
| 1 | Airport | | |
| 2 | Assessment | | |
| 3 | Attorney | | |
| 4 | Clerk | | |
| 5 | Engineering | | |
| 6 | Finance | | |
| 7 | Fire | | |
| 8 | Human Resources | | |
| 9 | Inspections | | |
| 10 | Mayor | | |
| 11 | Metro Ride | | |
| 12 | Planning | | |
| 13 | Police | | |
| 14 | Public Works | | |
| 15 | Water and Sewer | | |

# VI. Basic Plan

## A. Introduction, Purpose, Scope, Situation, and Assumptions

Introduction

This plan provides guidance to the City of Wausau with a general concept of potential emergency assignments before, during, and following emergency situations. As an all-hazards plan, it is developed to respond effectively to any emergency of a size or complexity beyond the routine response system, and it is critical that all public officials, departments and agencies, non-governmental emergency organizations, and the public understand their roles and responsibilities. These non-routine responsibilities begin as the incident is recognized, response ensues and becomes particularly important as command organizes beyond the initial reactive phase of first responders.

A prepared and coordinated response on the part of city and county officials in support of in-the-field emergency responders may more quickly restore essential services. The foundation for this response is established through the City of Wausau Emergency Operations Plan.

Purpose

The purpose of this Emergency Operations Plan (EOP) is to define the actions and roles necessary to provide a coordinated response within the City of Wausau to save lives, minimize injuries, protect property, preserve functioning civil government, and maintain economic activities essential to its survival and recover from natural, technological, and national security hazards. It establishes guidelines for conducting efficient, effective, coordinated emergency management involving the use of all available resources belonging to the City or those available to it.

Scope

The EOP identifies a range of disasters that could possibly occur in or near the City of Wausau, Marathon County, anticipates the needs the city might experience during an incident, and provides guidance across departments, agencies, and response organizations by describing an overall emergency response system that addresses the items outlined below:

- How City departments or agencies will be organized during response to an event, including command authorities.
- Critical actions and interfaces during response and recovery.
- How the interaction between the city, other jurisdictions, the county, state, and federal authorities is managed.
- How the interaction between the city and private partner organizations (hospitals, non-governmental emergency organizations, and others) is managed during emergencies
- How is resource management accomplished internally and externally as needed.

Situation

The City of Wausau is vulnerable to many hazards, all of which have the potential to disrupt the area, cause damage, and create casualties. The Marathon County Hazard Mitigation Plan (developed by the North Central Regional Planning Commission) identifies natural hazards that threaten Marathon County and its municipalities. The plan's hazard profiles are identified, as well as vulnerability analysis for those communities, containing more detailed information. This plan also provides a planning area profile and capabilities that include:

- Geography, Geology, and Topography
- Climate
- Population/Demographics

Marathon County has an Emergency Management Plan referred to as the Emergency Operations Plan. Wausau's plan is intended to be integrated into the county's plan to deliver coordinated and supportive actions within and between all jurisdictions in Marathon County.

The City of Wausau has capabilities and resources that, if effectively employed, would minimize, or eliminate the loss of life and damage to property in the event of an emergency or major disaster. This must include the utilization of private and volunteer organizations to the greatest extent possible.

Mutual aid agreements, both written and verbal, exist between many emergency service agencies, the subdivisions in the county, and the surrounding areas. As an example, statewide fire mutual aid may be used in accordance with the Mutual Aid Box Alarm System - Wisconsin (MABAS WI) to which Wausau is a member.

Hazardous materials release response plans have been developed for Marathon County that are reviewed by the Local Emergency Planning Committee (LEPC).

This Emergency Management Plan was developed and will be maintained pursuant to Wisconsin Statute Chapter 323 - Emergency Management, and Federal Emergency Management Agency (FEMA) guidance.

Planning Assumptions

Some of the hazards identified may occur after implementation of warning and other preparedness measures, while others may occur without any warning.

1. City officials are aware of the possible occurrence of an emergency or major disaster and are aware of their responsibilities in the execution of this plan and will fulfill these responsibilities as needed.
2. The proper implementation of this plan will reduce or prevent the loss of lives and property damage within the City.
3. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with every occurrence. It may be necessary to request assistance through volunteer organizations, the private sector, mutual aid agreements, or county, state, or federal sources.
4. Although an attack on this country is considered unlikely, there is that possibility as long as the world's war-making capability exists. Should an attack occur, it would probably be after days or weeks of international tension that would allow such protective measures as evacuation and sheltering to be implemented.

5. Terrorist attacks or acts of civil disobedience may be directed at government facilities, public and private institutions, business or industry, transportation, and individuals or groups. Such acts may involve arson, shootings, and bombings, including the use of chemicals, biological agents, radiological dispersion devices, or the use of vehicles.

6. Terrorist attacks may or may not be preceded by a warning or a threat and may appear at first to be an ordinary hazardous materials incident. Attacks may occur at multiple locations and may be accompanied by fire, explosion, or other acts of sabotage.

7. Effective response to the use of chemical, biological, radiological, nuclear, and high-yield explosives (CBRNEs) may require:
    a. Specialized personnel to respond to these events.
    b. Specialized equipment to detect and identify chemical, biological, or radiological hazards.

Access and Functional Needs

1. The City of Wausau EOP takes into consideration the needs of the whole community, including provisions for the needs of children; people with medical needs, access, and/or functional needs; and pets and/or service animals.

2. Disasters pose a challenge for the whole community, but potentially more for people with access and functional needs. Examples of people with access and functional needs include, but are not limited to, individuals with disabilities, older adults, children, and women in late stages of pregnancy. These groups may be lacking in resources such as food, shelter, and transportation.

3. The City of Wausau, in its preparedness, mitigation, response, and recovery efforts, should be consistent with the Marathon County Emergency Operations Plan. As such, emergency efforts will enable people with or without disabilities or other access and functional needs to evacuate, use emergency transportation, stay in shelters, and participate in all emergency disaster-related programs.
4. As with other communities, Wausau has an at-risk population that is not in contact with traditional emergency service providers. This population may feel they cannot comfortably or safely access and use the standard resources offered in preparedness, response, and recovery.

    These include, but are not limited to, individuals who are:

    - Homeless/Migrant population
    - Transportation disadvantaged
    - Out of hearing range of community alert sirens
    - Without radio, television, computer, or cellular phone to know they need to act
    - Visiting or temporarily residing in an impacted region
    - Not familiar with available emergency response and recovery resources
    - Limited in their understanding of English
    - Geographically or culturally isolated
    - Those with cognitive limitations or physical disabilities
    - Individuals with chronic medical conditions

These members of the community may have needs before, during, and after a disaster in access and functional areas, including but not limited to:

- maintaining independence
- communication
- transportation
- supervision, and/or medical care.

When reviewing the access and functional needs population and others who are at risk, the EOP considers the following:

- Communication and Public Information: Emergency notification systems must be accessible for the whole community to ensure effective communication for people who are deaf/hard of hearing, blind/low vision, low literacy, and/or have limited English proficiency.

- Evacuation and Transportation: When developed, the Incident Action Plan should incorporate disability and older adult transportation providers for the purpose of identifying the movement of people with mobility limitations and those with transportation disadvantages.

- Medical Continuity of Care: When developed, the Incident Action Plan should include recommendations for medical and utility continuity enabling the uninterrupted delivery of essential healthcare services. This will likely be through coordination with local healthcare partners and utility providers.

After a disaster, it is normal to have reactions from stress. Typically, those reactions are mild to moderate in the emergency and early post-impact phases of a disaster. This is because survivors recognize the danger. Some individuals will require psychological first aid, but most will utilize their existing coping skills. Although some stress reactions may seem extreme and can cause distress, they generally do not become chronic problems. Most people recover fully from stressful reactions. Those who cannot make a full recovery alone will need additional assistance. Disaster-related behavioral health and psychological first aid must be provided to those who need it.

## Situation Overview

### Community Overview

The City of Wausau is the county seat of Marathon County, Wisconsin, and has a population of approximately 39,900 people. The Wausau metropolitan area population is 84,535 and includes Weston, Rib Mountain, Schofield, Rothschild, and Kronenwetter. Marathon County is the largest geographical county in Wisconsin, with a total population of 138,013.

Wausau and Marathon County have strong transportation, utility, higher education, cultural, and workforce development networks that have produced a strong manufacturing base and extensive medical, retail, service, and residential development. The City and County collaborate with existing and new businesses in the development process, with an economic development goal to foster economic growth, job creation, and quality of life through attracting and retaining business and industry, providing resources to promote small business development, encouraging tourism, and supporting community revitalization. The Wausau metropolitan area is home to several major businesses and is considered a shopping hub for the region.

### Geographic

Marathon County is the largest county in the State of Wisconsin, geographically. The City of Wausau is located in the middle of Marathon County. As the county seat, it has a population of 39,994, which is about 30 percent of the total county population (138,013). Wausau is one of six cities and 15 villages in the county, see attachment 3 for a map of the city.

The City of Wausau is located at the crossroads of two major highways in Central Wisconsin, Highway 51 which runs north-south and Highway 29 which runs east-west. Wausau is the largest city in north-central Wisconsin and is the 16th largest city in the state by 2020 population.

The City of Wausau is located on the Wisconsin River, which runs into Lake Wausau to the south of the city. The Wisconsin River dominates the surface hydrology of the area with numerous streams flowing into it. Wetlands are scattered throughout the city, mostly surrounding streams. The Wisconsin River divides the city into two distinct areas - the westside of the Wisconsin River and the east side of the Wisconsin River. The city encompasses roughly 12,825 acres or 20.04 square miles.

Wausau's climate is classified as halfway between temperate and subarctic (boreal and hemi boreal). The area has four distinct seasons. Summers have warm but not excessively hot days and cool nights. Winters are long, cold, and snowy. The average annual precipitation is roughly 31.6 inches. Snow covers the ground, and ice covers the lakes lasts from December to April. The growing season generally extends from late May to early September, for an average frost-free growing season of 135 days. Prevailing winds come out of the northwest from late fall through spring and from the south during the remainder of the year. Wind speed generally ranges from 4 to 15 miles per hour.

### Demographic

The City of Wausau has a population of 39,994 as of the 2020 census. The city is in the central part of Marathon County, which is in the north-central area of Wisconsin. A total of 19.4 percent of the population was 65 years of age and over, with 6.3 percent of the population under 5 years of age. Those under 65 years of age with a disability are 11.7 percent of the population. Those in poverty comprise 14.6 percent of the population.

### Economics

The City of Wausau is considered a city rather than a suburban or rural area.

### Special Events

The City of Wausau holds multiple special events throughout the year, with several of them attended by thousands of people.

### Public Water Supply

Wausau has over 250 miles of water mains, over 16,000 service connections, more than 1,700 fire hydrants, 10 booster stations, and 7 water storage tanks for 5,750,000 gallons of water storage. Wausau has a Well Head Protection Ordinance.

## Hazard Profile

### Potential Hazards

Wausau is subjected to the effects of many disasters, varying widely in type and magnitude from local communities to statewide in scope. Disaster conditions could be a result of several natural phenomena such as floods, severe thunderstorms, drought, severe winter weather, fires (including structure and wildland), epidemics, severe heat, high winds, and tornadoes.

Apart from natural disasters, Wausau may be subject to a myriad of other disaster contingencies, such as aircraft accidents, transportation accidents involving chemicals and other hazardous materials, chemical oil, and other hazardous material spills, leaks, or pollution problems, dumping of hazardous wastes, dam failures, utility service interruptions, energy shortages, civil disturbances or riots, terrorism, warfare, applicable criminal acts, or a combination of any of these.

### Vulnerability Assessment

Marathon County provides the opportunity for vulnerability assessments using hazard mitigation planning and integrated preparedness planning – both of which the City of Wausau has participated in development of.

**Planning Assumptions**

Effective prediction and warning systems have been established to make it possible to anticipate certain disaster situations that may occur throughout the city or the general area beyond the city's jurisdiction's boundaries.

It is assumed that any of the disaster contingencies could individually, or in combination, cause an emergency within the City of Wausau. It is also assumed that these contingencies will vary in scope and intensity, from an area in which devastation is isolated and limited to one that is wide-ranging and extremely devastated.

For this reason, planning efforts are made as generally as possible so that great latitude is available in their application, considering they could occur in several locations simultaneously.

Initial actions to mitigate the effects of emergency situations or potential disaster conditions will be conducted as soon as possible by the city.

Generally, assistance to affected jurisdictions(s) by response organizations from other jurisdiction(s) is expected to supplement the efforts of the affected jurisdiction(s) in an efficient, effective, and coordinated response when jurisdiction officials determine their own resources to be insufficient.

County, State, and Federal disaster assistance, when provided, will supplement, not substitute for, relief provided by local jurisdictions.

It is the responsibility of officials under this plan to save lives, protect property, relieve human suffering, sustain survivors, repair essential facilities, restore services, and protect the environment.

It is assumed that when a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.

## B. Concept of Operations

General

Communications are maintained by face-to-face, phone, radio, and other electronic platforms.

The City of Wausau Mayor and/or Council may declare a local state of emergency and request County and/or State assistance. Requests for State assistance should go through the Marathon County Emergency Management Director to the State Emergency Operations Center (SEOC) when possible.

When the County Emergency Operations Center (EOC) is activated, the Marathon County Emergency Management Director will normally serve as EOC manager. Through an agreement between the City of Wausau and Marathon County, the Marathon County Emergency Management Director may manage the City of Wausau EOC when activated.

Emergency Operation Centers may serve as a clearinghouse for response and recovery management and for deployment of resources within the impacted jurisdictions.

Planning for recovery should be implemented at the same time as emergency response actions are occurring. Preparations will be made for the rapid deployment of resources necessary to facilitate recovery.

Hazard Control and Assessment steps may include:

1. Perceive the threat.
2. Assess the hazard.
3. Select control strategy.
4. Control the hazard.
5. Monitor the hazard.

Protective Action Selection steps may include:

1. Analyze the hazard.
2. Determine protective action.
3. Determine public warning.
4. Determine protective action implementation plan.

Public Warning Development may include:

1. Determine message content.
2. Select appropriate public warning system (s)
3. Disseminate public warning.

Protective Action Implementation

1. Monitor progress of protective action implementation
2. Control access and isolate the danger area
3. Evacuation support
4. Decontamination support
5. Medical treatment
6. Special population support
7. Search and rescue

Short-term Needs

1. Shelter operations.
2. Unite families.
3. Continued medical treatment.
4. Increase security.
5. Stabilize the affected area.

Long-term Needs

1. Re-entry
2. Recovery

## C. Organization and Assignment of Responsibilities

General

Most of the city departments have emergency functions in addition to their normal, day-to-day duties. These emergency functions are usually parallel to or complement normal functions. Each department is responsible for developing and maintaining its own emergency management procedures as well as continuity procedures.

A. Organization

1. Mayor's Office and City Council
2. Emergency Management
3. Wausau Police Department
4. Wausau Fire Department
5. Wausau Fire/Emergency Medical Service
6. Wausau Public Works
7. Office of the City Attorney
8. Wausau Finance Department
9. Metro Ride

B. Assignment of Responsibilities

1. Mayor's Office and City Council
   a. Wis. Stat. §323.11 Declaration by local government (attach 2)
   b. Wis. Stat. §323.14 Local government; duties and powers
   c. Wis. Stat. §323.52 Temporary locations of government for local units' government
   d. Wis. Stat. §323.54 Succession to office: local officers
2. Emergency Management
   a. Emergency Operations Center staffing and functioning
   b. Emergency Management planning and implementation
   c. Direct local emergency management training and exercises
   d. Direct participation in emergency management programs and exercises that are ordered by the adjutant general or county emergency management director.
   e. Advise the county emergency management director on the city emergency management programs.

f. Submit to the county emergency management director any report that he or she requires.

g. Damage assessment

3. Wausau Police Department

a. Maintaining law and order

b. Controlling traffic

c. Protecting government facilities

d. Controlling and limiting access to the scene of the disaster

e. Supplementing communications

f. Emergency public information

g. Alert and warning systems

h. Assisting with evacuation efforts

i. Search and rescue

4. Wausau Fire Department

a. Providing fire protection and the combating of fires

b. Search and rescue

c. Decontamination

d. Damage assessment

e. Hazardous Materials response

f. Structural collapse and technical rescue

5. Wausau Fire/Emergency Medical Service

a. Emergency medical transportation

b. Emergency medical treatment

c. Triage or assisting with triage

d. Assisting with special needs evacuation

6. Wausau Public Works

a. Maintaining designated major streets and avenues, highways, and other designated routes of travel

b. Assisting with heavy rescue

c. Decontamination

d. Engineering services as required

e. Transportation

f. Debris removal

g. Inspection of shelter sites for safe occupancy

h. Inspection of damaged buildings, public and private, for safe occupancy

i. Enforcement of building codes

j. Maintenance of vehicles and other essential equipment of the various departments and agencies

k. Development of a plan of priorities to be used during the period of increased readiness that addresses the repair of vehicles and equipment

l. Flooding response capability

m. Provisions for the immediate repair of emergency service vehicles and equipment, both in the field and in the shop, as the situation permits

n. Ensuring water is potable

o. Ensuring treatment and convenience of wastewater

p. Fuel storage for public safety vehicles, apparatus, and equipment

7. Office of the City Attorney

a. Providing legal advice as required

b. Performing other necessary legal functions

c. Serving as a liaison with other legal and judicial agencies and sections of the government

8. Wausau Finance Department

a. Manage financial aspects of incidents

b. Provide financial and cost analysis information as requested

c. Ensure compensation and claims functions are being addressed

9. Metro Ride

a. Public transportation

b. Fuel storage for public safety apparatus

C. Support Functions

1. Support from the Wisconsin National Guard may be requested through Marathon County Emergency Management. Military assistance will complement and not be a substitute for local participation in emergency operations. Military forces will always remain under military command but will support and assist response efforts.

2. Support from other county or state government departments and agencies may be made available in accordance with the Marathon County Emergency Plan (e.g. communications) and/or the Wisconsin Emergency Response Plan. As the parks department is a joint department with Marathon County, they are expected to respond as needed.

3. Private sector organizations within the jurisdiction may assist with a wide variety of tasks based on their capabilities.

4. Volunteer agencies are available to give assistance with sheltering, feeding, and other issues, as necessary.

5. Assistance from surrounding jurisdictions may be available through the execution of a Memorandum of Understanding or Memorandum of Agreement.

6. Commissions may support this plan in compliance with their directives. It is recognized that City-County Information Technology Commission (CCITC) plays a significant role in emergency operations within the City of Wausau and Marathon County.

D. Continuity of Government

1. City of Wausau Government Succession

i. Mayor
ii. Council President
iii. Chair of the Public Safety Committee (in the case that ii and iii are the same person, the senior member of the council will be interim)

2. Relocation of Government

In the event of needing to relocate the city government, refer to the appropriate continuity plan should have a location that can accommodate the relocation of the government.

3. Preservation of Records

It is the responsibility of elected officials to ensure that all legal documents of both public and private nature recorded by the designated official are protected and preserved in accordance with applicable ordinance and State statutes.

## D. Direction, Control, and Coordination

Authority to Initiate Actions

This Emergency Operations Plan may be activated by the responsible public official(s) and/or the on-scene commander within the City of Wausau. The EOP is considered a base plan that provides an overview of the City's emergency management system.

The City of Wausau's chief elected official(s) has the responsibility for addressing threats to the city. This authority shall include, but not be limited to, the declaration of an emergency condition or disaster declaration within the city.

The Emergency Management Director may advise the chief elected official during any declared emergency affecting the people and property of the jurisdiction. Each department director or chief is responsible for implementing their department's emergency operations.

Responding agencies and officials are expected to coordinate their operations through Wausau's elected officials or their designated representatives.

Incident Command System

An Incident Command System (ICS) must be used for incidents. The incident command structures are responsible for directing on-scene emergency operations and maintaining command and control of on-scene incident operations. If a disaster affects multiple widely separated areas throughout the city, separate incident command operations and an area command may be set up.

Assistance

If the City of Wausau's resources are insufficient or inappropriate to respond to the emergency, a request may be made for assistance from other jurisdictions, the county, the State, or the Federal government. All response agencies are expected to fulfill mission assignments directed by the incident commander.

The roles and responsibilities to be performed by each department are explained within their guidelines and procedures. Departments are expected to develop and maintain their own guidelines, procedures, and checklists that detail how their assigned responsibilities will be performed to implement the plan.

Included within their emergency responsibilities, they must address the needs of the whole community. The needs of the access and functional needs population and others who are at-risk should be specially addressed (for example, providing transportation, medical, and other emergency support to include, but not limited to: individuals with disabilities, people from diverse communities, older adults, children, women in late stages of pregnancy, those with chronic medical conditions, and the non-English speaking population).

## E. Information Collection and Dissemination

Disaster information managed by the Wausau Emergency Operations Center is coordinated through the department and/or representatives located within the EOC or virtually. These representatives collect information from and disseminate information to counterparts in the field that can be used to develop courses of action and manage emergency operations.

The Emergency Operations Center operations plan should include the type of information needed, where it is expected to come from, who uses the information, how the information is shared, the format for providing the information, and other incident general support information.

## F. Communications

Communication protocols and coordination procedures are described in detail in an Incident Action Plan. When developed, refer to that plan for additional information, but should include a primary means of communication, an alternate, a contingency, and an emergency means of communication.

## G. General Policies

This section outlines general policies for administering resources, including the following:

Appointment of Officials

Department heads and/or chiefs (or their designees) are those officials who have been appointed to participate in the decision-making process.

Funding and Accounting

Emergency purchasing procedures are identified in the City of Wausau policies or ordinances to include financing and auditing.

Records and Reports

- The lead department for the incident or event should identify the method and/or process for tracking the source and use of resources and expenditures.
- Each department is responsible for maintaining records of expenditures and obligations in emergency operations. They should also support the collection and maintenance of narrative and long-type records of response to all declared disasters.
- Reports required to be submitted to Wisconsin Emergency Management should be coordinated through Marathon County Emergency Management.

Agreements and Understandings

Mutual Aid Agreements

MABAS Wisconsin – Wausau Fire Department

Understandings

- Emergency Management Services Agreement – Marathon County
- Level B Hazardous Materials Response Agreement – Marathon County

Assistance Stipulations

Use of Volunteers

- Wis. Stat. §323.41 Liability of state or local unit of government Accepting donated goods and services
- Refer to Marathon County's Emergency Support Function 7 - Resource Management Annexes

Additional Policies

- When the resources of the City of Wausau are exhausted, or when a needed capability does not exist within it, the city may call for assistance from the county and/or the State.
- The incident commander must submit periodic situation reports to the appropriate authority during a major disaster using standard Incident Command System formats.

# VII. Plan Development, Maintenance, and Review

## Development

The City of Wausau's head of emergency management is responsible for coordinating emergency planning within the City of Wausau departments and seeking their input.

## Maintenance

The emergency manager should maintain, distribute, and update the EOP. City officials identified with responsibilities should recommend changes and provide updated information periodically (e.g., changes of personnel and available resources). Revisions will be forwarded to those on the distribution list.

Department heads have the responsibility of maintaining internal plans, Standard Operating Procedures or Guidelines, and continuity plans to ensure prompt and effective response to and recovery from emergencies and disasters.

## Review and Updates

Review
The Emergency Operations Plan and – if any – appendices should be reviewed annually by City officials. The emergency manager should establish a process for the annual review of planning documents by those tasked with those documents, and for the preparation and distribution of revisions or changes.

Updates
The following should be considered for updating plans and appendices with revision or recission:

- When hazard consequences or risk areas change
- When the concept of operation for emergencies changes
- When departments, agencies, or groups that perform emergency functions are reorganized and can no longer perform the emergency tasks laid out in planning documents.
- When warning and communications systems change
- When additional emergency resources are obtained through acquisition or agreement, the disposition of existing resources changes, or anticipated emergency resources are no longer available.
- When a training exercise or an actual emergency reveals significant deficiencies in existing planning documents
- When county, state, or federal planning standards for the documents are revised.

## Plan Revision

A revision is considered a complete rewrite of the Emergency Operations Plan or an appendix that essentially results in a new document. Revision is advisable when numerous pages of the document must be updated, when major portions of the existing document must be deleted or substantial text added. The revised plan should be given a new date and require new signatures by officials.

## Formal Plan Change

A formal change to the Emergency Operations Plan involves updating portions of the document by making specific changes to a limited number of pages and does not alter the original document date; new signatures on the document need not be obtained.

# VIII. Authorities and References

Legal Authority

Federal

- The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288, as amended.
- Other executive orders and acts pertaining to disasters enacted or to be enacted.

Wisconsin

- Wisconsin Statute Ch. 323 Emergency Management.
- Wis. Admin. Ch. 332

City of Wausau

- Wausau Municipal Ordinance

Volunteer

- Act 58-4-1905, American National Red Cross Statement of Understanding, December 30, 1985.
- Public Law 93-288.
- Wisconsin Statute 323.40 (3) Local Unit of Government Volunteers 323.41 Liability of state or local unit of government

**References**

Federal

- Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, September 2021, Version 3.0.
- Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.
- National Incident Management System, Federal Emergency Management Agency, October 2017.

Wisconsin

- Wisconsin Emergency Response Plan
- Wisconsin Statute Ch. 323 Emergency Management

Marathon County

- Marathon County Emergency Operations Plan
- Marathon County Integrated Preparedness Plan (Attach 1)

- Marathon County Hazard Mitigation Plan
- City of Wausau
- Wausau Municipal Code

## Attachment 1 Integrated Preparedness Plan

The Marathon County Integrated Preparedness Plan, along with components from the Marathon County Hazard Mitigation Plan, provides the information needed for capability analysis of the ever-changing threats, hazards, and risks facing Marathon County.

The Marathon County Local Emergency Planning Committee, made up of representatives from across the county, provided the opportunity to use their expertise in a workshop setting to update the Integrated Preparedness Plan.

Through their efforts, they identified the following preparedness priorities for county focus through 2026 to 2029:

- Weather extremes
- Recruitment and retention of Public Safety Members
- Cyber Incidents
- Long-Term Power Outages

Throughout the implementation of this plan, Marathon County Emergency Management will continue to facilitate discussions and seek potential actions through the LEPC as well as other partners and department heads to address these priorities.

Action steps within the plan will include planning, organization goals, equipment needs, training, and exercises.

The City of Wausau is encouraged to consider this plan for guidance in their preparedness efforts.

## Attachment 2 Sample Emergency Declaration

**EMERGENCY DECLARATION**

WHEREAS, a disaster, namely _____has struck the City of Wausau; and

WHEREAS, because of the emergency conditions, the Common Council is unable to promptly meet; and

WHEREAS the disaster has caused the City of Wausau to expand or commit all its available resources; and

WHEREAS the City of Wausau is asking for County assistance and requests the County to advise the State of Wisconsin of our emergency conditions:

NOW THEREFORE, pursuant to Wis. Stat. §323.14(4)(b)2, as Chief Elected Official of the City of Wausau, in testimony whereof I have hereunto set my hand and have caused the great seal of the City of Wausau to be affixed.

NOW THEREFORE, pursuant to State Statute 323.11, as mayor of the City of Wausau, I hereby declare that a state of emergency exists in the City of Wausau.

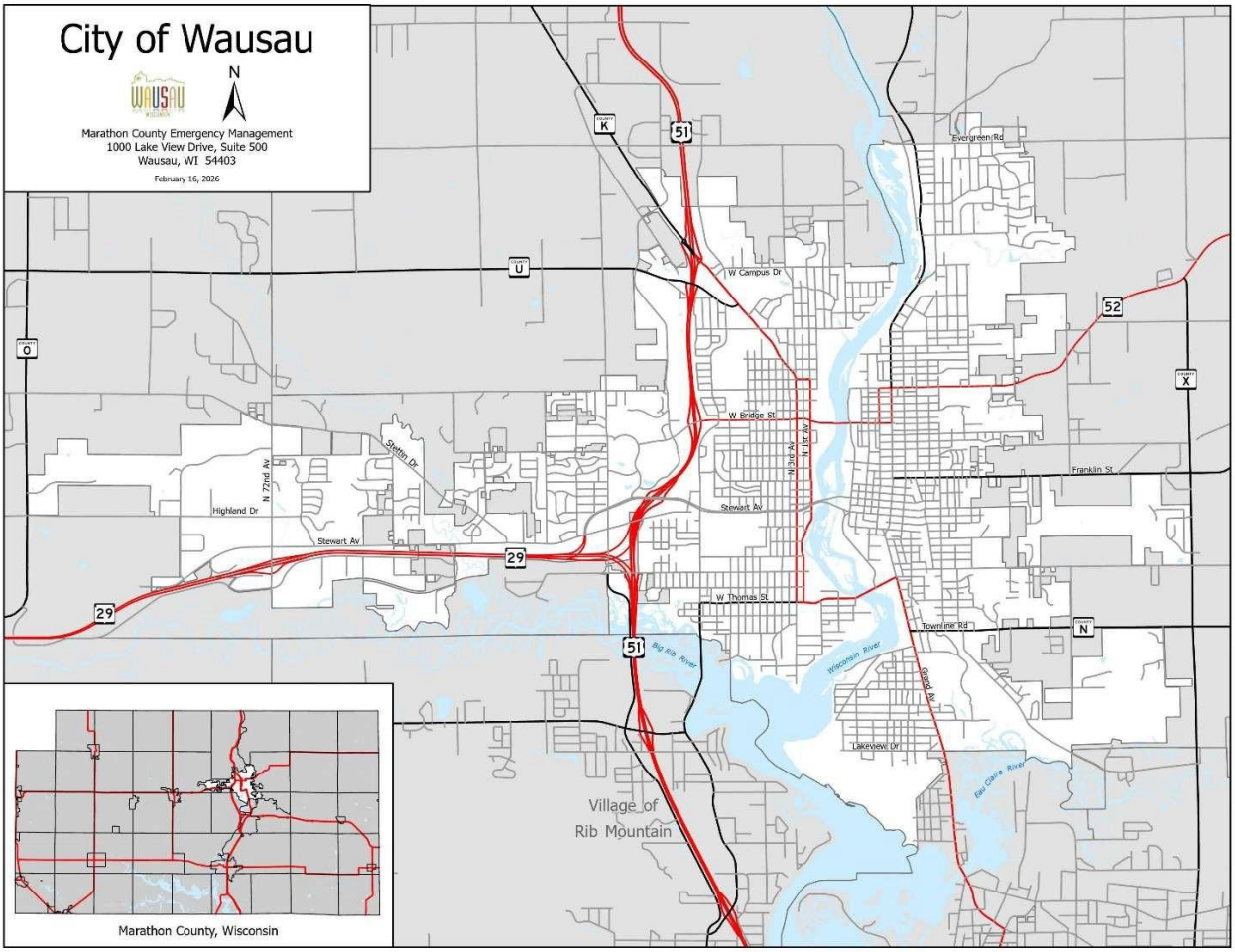
In testimony whereof I have hereunto set my hand. Done at

_____

This _____day of _____, 20_____.

_____
Mayor, City of Wausau

## Attachment 3 Map



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

Resolution from the Public Health & Safety Committee Approving Addendum to Memorandum of Understanding Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program.

**Committee Action:** Approved 5-0

**File Number:** 26-0704 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| COSTS | *Budget Neutral:* | *YES [X]* | *NO [ ]* | | |
| | *Included in Budget:* | *YES [ ]* | *NO [ ]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS**, mobile food preparation vehicles have become popular as both a business and dining option throughout the State of Wisconsin; and

**WHEREAS**, food trucks are required to be inspected according to Wisconsin's adopted fire code and NFPA 1 standards; and

**WHEREAS**, the Appleton Fire Department and Grand Chute Fire Department created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to improve efficiency of food truck fire code inspections by granting reciprocity for permitted food trucks between the respective fire departments; and

**WHEREAS**, additional fire departments are welcomed to participate in the Program by completing an Addendum to Memorandum of Understanding ("Addendum"); and

**WHEREAS**, the Wausau Fire Department is interested in joining the Program; and

**WHEREAS**, on June 15, 2026, your Public Health & Safety Committee discussed and recommended joining the Program and executing the Addendum.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau does hereby approve entering into an Addendum to Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program and directs the proper City officials to execute the attached Addendum to Memorandum of Understanding.

Approved:

_____

Doug Diny, Mayor

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING

## FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

### I. ADDITIONAL PARTICIPATING AGENCY

1.01 The City of Wausau, administered through its Fire Department ("WFD"), doing business at 606 E. Thomas Street, Wausau, WI 54403 ("WFD").

### II. RECITALS

***WHEREAS,***

2.01 The Appleton Fire Department ("AFD") and Grand Chute Fire Department ("GCFD") created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.

2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("MOU") and providing notice to all other agencies that have joined the Program ("Participating Agencies"). Notice shall include a copy of this signed Addendum.

2.03 WFD intends to join the Program.

### III. THE AGREEMENT

3.01 The Recitals are hereby made a part of the Agreement.

3.02 WFD hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, WFD have caused this instrument to be executed on the day and year of the last signature below.

**CITY OF WAUSAU FIRE DEPARTMENT**

_____ _____

Doug Diny, Mayor Date

_____ _____

Rachel Brown, Clerk Date

_____ _____

Jeremy Kopp, Fire Chief Date

Approved as to form:

_____ _____

Printed Name: Anne L. Jacobson Date
Attorney, City of Wausau

**MEMORANDUM**

**To:** Public Health and Safety Committee
**From:** Shahn Kariger, Prevention Division Chief
**Date:** June 2, 2026
**Subject:** Recommendation to Join Regional Mobile Food Preparation Vehicle Inspection Program

## Recommendation

The Fire Department recommends that the Public Health and Safety Committee forward a recommendation to the Common Council authorizing the City of Wausau Fire Department to enter into the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program through execution of the associated Memorandum of Understanding (MOU).

## Background

Mobile food preparation vehicles, commonly known as food trucks and food trailers, have become increasingly common throughout Wisconsin and frequently travel between communities, festivals, fairs, and special events. These vehicles often contain cooking equipment, propane systems, generators, fuel sources, and fire suppression equipment that present unique fire and life safety hazards.

The Wausau Fire Department currently conducts fire safety inspections of food trucks and trailers when they are operating at local events or prior to event participation. While these inspections help identify fire and life safety concerns, they are generally event-specific and do not provide a standardized method for recognizing inspections completed in other jurisdictions.

To address this challenge, several Wisconsin fire departments established the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program. The program creates a uniform inspection process based on Wisconsin's adopted fire code and NFPA 1 standards. Participating departments conduct inspections using a common checklist, document inspections through a shared records management system, and issue annual compliance stickers that are recognized by participating agencies.

Under the program, food trucks that successfully complete an inspection receive a compliance sticker demonstrating compliance with established fire and life safety requirements. Participating agencies agree to honor inspections performed by other member departments, reducing duplication while maintaining consistent safety standards.

The consortium currently includes multiple fire departments throughout eastern Wisconsin and continues to expand. Communities such as Appleton, Grand Chute, Green Bay, Fond du Lac, Howard, Neenah-Menasha, Kimberly, Oshkosh, Fox Crossing, and others have joined the program. Additional communities, including Eau Claire, Stevens Point and Sheboygan, are exploring participation. The long-term goal is to establish a consistent statewide inspection and reciprocity program that promotes public safety while providing clear and uniform expectations for food truck operators.

## Benefits to the City of Wausau

Participation in the program would provide several benefits:

- Improves fire and life safety through a standardized inspection process based on nationally recognized fire code requirements.
- Provides a documented inspection program with consistent recordkeeping and compliance tracking.
- Allows Wausau to recognize inspections performed by participating jurisdictions while ensuring inspections conducted by Wausau are recognized elsewhere.
- Reduces duplicate inspections for compliant food truck operators while allowing inspectors to focus resources on vehicles that have not been inspected or have unresolved violations.
- Enhances safety at community events by encouraging food truck operators to complete inspections before arriving at an event.
- Promotes consistency in fire code enforcement and expectations across municipal boundaries.
- Supports regional cooperation among Wisconsin fire departments and contributes to the development of a broader statewide inspection and reciprocity program.
- Requires no direct financial contribution from the City.

## Fiscal Impact

There is no direct cost to the City of Wausau associated with participation in the program. The inspection platform, documentation process, and compliance sticker program are provided through the consortium. Inspections would be conducted by Wisconsin-certified fire inspectors as part of the Fire Department's existing fire prevention responsibilities and would not require additional staffing or equipment purchases.

## Legal Review

The proposed Memorandum of Understanding has been reviewed by the Fire Chief and the City Attorney and approved as to form.

## Conclusion

Joining the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program would transition the City from an event-based inspection approach to a standardized inspection and reciprocity program recognized by multiple Wisconsin fire departments. Participation would improve consistency, enhance public safety, reduce duplication of effort, and support food truck operators who travel between communities while ensuring compliance with established fire and life safety standards.

## Requested Action

Recommend Common Council approval authorizing the City of Wausau Fire Department to execute the Memorandum of Understanding and participate in the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program.

Respectfully,

Shahn Kariger
Prevention Division Chief
Wausau Fire Department

# FIRST AMENDMENT TO MOU
# FOR
# FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

## I. THE PARTIES

1.01 The Appleton Fire Department, doing business at 700 North Drew Street, Appleton, WI 54911 ("AFD").

1.02 The Grand Chute Fire Department, doing business at 2250 Grand Chute Boulevard, Grand Chute, WI 54913 ("GCFD").

1.03 Harrison Fire-Rescue, doing business at W5298 State Rd. 114, Menasha, WI 54952 ("HFR").

## II. THE RECITALS

2.01 AFD and GCFD entered into a Memorandum of Understanding for a mobile food preparation vehicle inspection program on or about August 21, 2025, which is incorporated herein by reference ("MOU"). HFR joined the MOU through the signed Addendum dated September 19, 2025 ("Addendum"). MOU and Addendum are incorporated herein by reference.

2.02 The Parties wish to amend the MOU to replace the indemnification language and clarify the cost sharing terms to include notice to the Participating Agencies.

## III. THE AGREEMENT

***NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:***

The Recitals are hereby made a part of the Agreement.

3.01 Section 3.03 of the MOU is amended to read as follows:

Upon providing notice to a Participating Agency, the cost of the decals may be spread to a Participating Agency at the discretion of AFD.

3.02 Section 3.06 of the MOU is amended to read as follows:

Upon providing notice to a Participating Agency, the cost of inspections records management may be spread to a Participating Agency at the discretion of GCFD.

3.03 Section 3.14 of the MOU is amended to read as follows:

**Liability.**
Subject to any limitations contained in Secs. 893.80, 893.83, 345.05, and any similar statute, of the Wisconsin Statutes, each party (the indemnifying party) agrees to hold the other party, its officers, officials, employees and agents harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of the terms of this Agreement where such liability is founded upon or grows out of the acts or omission of any of the Indemnifying Party's officers, employees or agents while acting within the scope of their employment.

It is the intention of the parties to this Agreement that each party shall be solely responsible for its own actions and activities and the actions and activities of its own officers, employees and agents while acting within the scope of their employment.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes and that such damage limits, caps and immunities shall be used to govern all disputes, contractual or otherwise, as they apply to the parties, their agents, officers and employees.

3.04 Except as expressly set forth in this Amendment, all terms and conditions of the MOU remain in full force and effect.

## IV. MISCELLANEOUS

4.01 In the event that any part of this Amendment is found to be illegal, that part shall be stricken, and the Amendment interpreted as if that part did not exist.

4.02 This Amendment may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

4.03 This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

***IN WITNESS WHEREOF***, the parties have caused the forgoing instrument to be executed on the day and year of the last signature below.

**GRAND CHUTE FIRE DEPARTMENT**

Steve Denzien, Fire Chief — Date: 10/29/25

Approved as to form:

Printed Name: Andrew Rosmeier — Date: 11-4-25

Attorney, Town of Grand Chute

**HARRISON FIRE-RESCUE, FIRE DEPARTMENT**

Jarred Gerl, Fire Chief — Date

Approved as to form:

Printed Name: _____ — Date

Attorney, Village of Harrison

Signatures Continue on Next Page

***IN WITNESS WHEREOF***, the parties have caused the forgoing instrument to be executed on the day and year of the last signature below.

**GRAND CHUTE FIRE DEPARTMENT**

_____ _____

Steve Denzien, Fire Chief Date

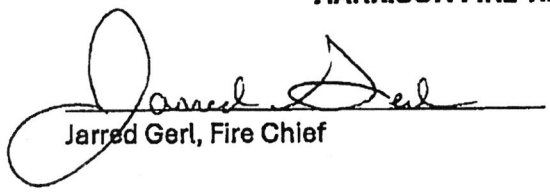
Approved as to form:

_____ _____

Printed Name: _____ Date

Attorney, Town of Grand Chute

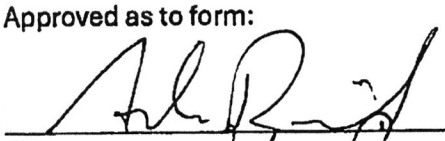
**HARRISON FIRE-RESCUE, FIRE DEPARTMENT**



Jarred Gerl, Fire Chief 11/4/2025

Date

Approved as to form:



11-4-25

Printed Name: Andrew Rosenthal Date

Attorney, Village of Harrison

Signatures Continue on Next Page

APPLETON FIRE DEPARTMENT

Jeremy Hansen, Fire Chief

11/19/2025
Date

Approved as to form:

Christopher R. Behrens, City Attorney
CityLaw: A25-0207 | dg

# MEMORANDUM OF UNDERSTANDING

## FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

### I. THE PARTIES

1.01 The Appleton Fire Department, doing business at 700 North Drew Street, Appleton, WI 54911 ("AFD").

1.02 The Grand Chute Fire Department, doing business at 2250 Grand Chute Boulevard, Grand Chute, WI 54913 ("GCFD").

### II. THE RECITALS

***WHEREAS,***

2.01 The Parties each routinely inspect mobile food preparation vehicles ("MFPV" or "food trucks") for compliance with applicable fire codes.

2.02 The Parties intend to join in a cooperative effort to increase the overall safety of food trucks in the Fox Valley area.

2.03 The Parties desire to improve effectiveness and efficiency of food truck Fire Code inspections ("Inspection") by granting reciprocity for permitted food trucks between the respective fire departments.

2.04 The parties intend to formalize the reciprocal permitting relationship through this Memorandum of Understanding ("Agreement").

2.05 The parties intend to increase the number of agencies participating in this reciprocal relationship over time.

### III. THE AGREEMENT

***NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:***

3.01 The Recitals are hereby made a part of the Agreement.

3.02 AFD will create decals to be applied to food trucks that pass Inspection by any agency participating ("Participating Agency") in this Program. AFD will provide the decals to

all agencies participating in this Program.

3.03 The cost of the decals may be spread to Participating Agencies at the discretion of AFD.

3.04 AFD will create and regularly update a MFPV inspection policy for the minimum applicable standards to be followed by inspectors. Parties will follow the attached and incorporated Mobile Food Preparation Vehicle Inspection Policy. This policy may be updated from time to time with copies provided to the Parties. The Parties agree to follow the most up to date Policy upon receipt.

3.05 GCFD will maintain and manage all records of inspected food trucks for all Participating Agencies.

3.06 The cost of inspections records management may be spread to Participating Agencies at the discretion of GCFD.

3.07 All inspections must be done by a State of Wisconsin Certified Fire Inspector.

3.08 Any food truck permitted by any party to this Agreement will be deemed to have passed an initial inspection by every Party to this Agreement without a subsequent inspection. Subsequent inspections may be performed at the discretion of each Party to verify continued compliance.

3.09 Additional agencies can be added to this agreement via an Addendum signed by their respective fire chief. Additional agencies will become a Participating Agency upon receipt of the signed Addendum by all other Participating Agencies.

3.10 Severability. In the event that any part of this agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

3.11 Termination.

3.11.1 This Agreement will terminate on January 1, 2029.

3.11.2 Any Party can terminate their participation in this Program under this Agreement for any reason upon thirty (30) days' written notice to all other Parties to this Agreement.

3.12 This Agreement may be revised or amended at any time by mutual written agreement of all Parties to this Agreement.

3.13 Venue and choice of law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Wisconsin, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply. Venue shall be in Outagamie County, Wisconsin.

3.14 **Indemnification. Each Party to this Agreement agrees to indemnify, defend, and hold harmless every other Party and their respective officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, and costs, including attorney's fees, arising out of the activities performed under this Agreement, to the extent caused in whole or in part by any negligent act or omission of the indemnifying party or its employees, except where caused by the sole negligence or willful misconduct of the indemnified party.**

**IN WITNESS WHEREOF,** the parties have caused this instrument to be executed on the day and year of the last signature below.

**GRAND CHUTE FIRE DEPARTMENT**

Steve Denzien, Fire Chief — Date: 8-5-2025

Approved as to form:

Printed Name: Andrew Bissmeier
Attorney, Town of Grand Chute

**APPLETON FIRE DEPARTMENT**

Jeremy Hansen, Fire Chief — Date: 8/21/2025

Approved as to form:

Christopher R. Behrens, City Attorney
CityLaw: A25-0207 | dg

# EXAMPLE
# ADDENDUM TO MEMORANDUM OF UNDERSTANDING

## FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

### I. ADDITIONAL PARTICIPATING AGENCY

1.01 [Participating Agency name], doing business at [insert address] ("[insert abbreviation]").

### II. RECITALS

***WHEREAS,***

2.01 The Appleton Fire Department ("AFD") and Grand Chute Fire Department ("GCFD") created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.

2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("MOU") and providing notice to all other agencies that have joined the Program ("Participating Agencies"). Notice shall include a copy of this signed Addendum.

2.03 [agency abbreviation] intends to join the Program.

### III. THE AGREEMENT

3.01 The Recitals are hereby made a part of the Agreement.

3.02 [agency abbreviation] hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, [agency abbreviation] have caused this instrument to be executed on the day and year of the last signature below.

**[PARTICIPATING AGENCY NAME], FIRE DEPARTMENT**

_____ _____

[Participating Agency name], Fire Chief Date

Approved as to form:

_____

Printed Name: _____

Attorney, [Participating Agency/municipality name],

Fox Valley Regional Fire Departments
Mobile Food Preparation Vehicle Inspection Policy
Original Effective Date: 1-1-2026
Last Reviewed Date: 7-21-2025
Last Reviewed By: AFD D/C Henson

**Purpose:**
To establish a consistent procedure on the inspection of mobile food preparation vehicles.

**Discussion:**
Mobile food preparation vehicles have become popular as both a business and dining option throughout the State of Wisconsin. While these vehicles are covered under the adopted fire code, there is often no fire inspection provided. The purpose of this document is to outline a procedure for inspection of mobile food preparation vehicles that is consistent with the adopted fire code and across multiple jurisdictions. Recognizing each municipality may have a slightly different code adopted, defaulting to the state adopted NFPA 1 will provide a minimum standard by which all mobile food preparation vehicles will need to comply.

**Definitions:**
Adopted Fire Code: For the purposes of this policy, the adopted fire code refers to the current State of Wisconsin adopted Fire Code.
Mobile Food Preparation Vehicle (MFPV): Any cooking apparatus or equipment operated on a one-time basis, interim basis, or for less than 90 days in the same location, other than at a fixed location, building, or structure that has been inspected and permitted under another section of this *Code*, regulation, or statute. (FCC-HAZ) (see 2024 NFPA 1: 3.3.197).

**Procedures:**
1. A Wisconsin State Certified Fire Inspector conducts the inspection using the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Checklist, noting any violations on the form.
    a. The inspector shall not have a conflict of interest with the MFPV being inspected.
2. Complete the electronic inspection form in the Record Management System.
3. If violations are noted, provide operator with options for reinspection.
4. If no violation are noted, provide the operator with an approval sticker of the appropriate color
    a. The sticker should have the inspector's initials and inspection number from the inspection form completed earlier
5. Upon completion, the inspection form is emailed to the business owner and inspector automatically.

**Responsibility:**
Inspecting mobile food preparation vehicles will be the responsibility of the agencies listed as participating in the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Checklist.

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING

## FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

### I. ADDITIONAL PARTICIPATING AGENCY

1.01 Harrison Fire-Rescue, doing business at W5298 State Rd. 114, Menasha, WI 54952 ("HFR").

### II. RECITALS

***WHEREAS,***

2.01 The Appleton Fire Department ("AFD") and Grand Chute Fire Department ("GCFD") created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.

2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("MOU") and providing notice to all other agencies that have joined the Program ("Participating Agencies"). Notice shall include a copy of this signed Addendum.

2.03 HFR intends to join the Program.

### III. THE AGREEMENT

3.01 The Recitals are hereby made a part of the Agreement.

3.02 HFR hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF,** HFR have caused this instrument to be executed on the day and year of the last signature below.

**HARRISON FIRE-RESCUE, FIRE DEPARTMENT**

Jared Gerl, Fire Chief — Date: 9-19-2025

Approved as to form:

Printed Name: Andrew Rossmeissl — Date: 9-19-2025
Attorney, Village of Harrison

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING

## FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

### I. ADDITIONAL PARTICIPATING AGENCY

1.01 Neenah-Menasha Fire Rescue, doing business at 125. E. Columbian Ave, Neenah WI ("NMFR").

### II. RECITALS

***WHEREAS,***

2.01 The Appleton Fire Department ("AFD") and Grand Chute Fire Department ("GCFD") created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.

2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("MOU") and providing notice to all other agencies that have joined the Program ("Participating Agencies"). Notice shall include a copy of this signed Addendum.

2.03 NMFR intends to join the Program.

### III. THE AGREEMENT

3.01 The Recitals are hereby made a part of the Agreement.

3.02 NMFR hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU as modified by the First Amendment to MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, NMFR have caused this instrument to be executed on the day and year of the last signature below.

**Neenah-Menasha Fire Rescue**

Travis Teesch, Fire Chief — Date: 11/11/25

Approved as to form:

Printed Name: David C. Rashid — Date: 11/11/25

Attorney, David Rashid, City of Neenah

Docusign Envelope ID: 66E15987-8FA5-4CDF-8689-C1037FD0291C

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING

## FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

### I. ADDITIONAL PARTICIPATING AGENCY

1.01 The Oshkosh Fire Department, doing business at 101 Court Street, Oshkosh, WI 54901("OFD").

### II. RECITALS

***WHEREAS,***

2.01 The Appleton Fire Department ("AFD") and Grand Chute Fire Department ("GCFD") created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.

2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("MOU") and providing notice to all other agencies that have joined the Program ("Participating Agencies"). Notice shall include a copy of this signed Addendum.

2.03 OFD intends to join the Program.

### III. THE AGREEMENT

3.01 The Recitals are hereby made a part of the Agreement.

3.02 OFD hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU as modified by the First Amendment to MOU, effective upon the latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Docusign Envelope ID: 66E15987-8FA5-4CDF-8689-C1037FD0291C

**IN WITNESS WHEREOF**, OFD has caused this instrument to be executed on the day and year of the last signature below.

**OSHKOSH FIRE DEPARTMENT**

Signed by:
Tim Heiman
11F89D765880427...
Tim Heiman, Fire Chief

2/4/2026
Date

Approved as to form:

Signed by:
David Praska, Interim
0042A6ED844F444...
Printed Name: David Praska, Interim
David Praska, City Attorney

2/4/2026
Date

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING

## FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

### I. ADDITIONAL PARTICIPATING AGENCY

1.01 The Kimberly Fire Department, doing business at 515 W. Kimberly Avenue, Kimberly, WI 54136 ("KFD").

### II. RECITALS

***WHEREAS,***

2.01 The Appleton Fire Department ("AFD") and Grand Chute Fire Department ("GCFD") created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.

2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("MOU") and providing notice to all other agencies that have joined the Program ("Participating Agencies"). Notice shall include a copy of this signed Addendum.

2.03 KFD intends to join the Program.

### III. THE AGREEMENT

3.01 The Recitals are hereby made a part of the Agreement.

3.02 KFD hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, KFD have caused this instrument to be executed on the day and year of the last signature below.

**KIMBERLY FIRE DEPARTMENT**

Kimberly Fire Department, Fire Chief
Chad Smith

2/12/2026
Date

Approved as to form:

Printed Name: CHARLES D. KOEHLER
Attorney, Village of Kimberly

2/12/2026.
Date

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING

# FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

## I. ADDITIONAL PARTICIPATING AGENCY

1.01 The Fox Crossing Fire Department, doing business at 1326 Cold Spring Road, Neenah, Wisconsin 54956 ("FCFD").

## II. RECITALS

***WHEREAS,***

2.01 The Appleton Fire Department ("AFD") and Grand Chute Fire Department ("GCFD") created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.

2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("MOU") and providing notice to all other agencies that have joined the Program ("Participating Agencies"). Notice shall include a copy of this signed Addendum.

2.03 FCFD intends to join the Program.

## III. THE AGREEMENT

3.01 The Recitals are hereby made a part of the Agreement.

3.02 FCFD hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, [agency abbreviation] have caused this instrument to be executed on the day and year of the last signature below.

**FOX CROSSING FIRE DEPARTMENT**

Todd Sweeney
Todd Sweeney, Fire Chief

2-23-26
Date

Approved as to form:

Andrew J Bissmeyer
Printed Name: Andrew J Bissmeyer

2-23-26
Date

Attorney, Village of Fox Crossing

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING

# FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

## I. ADDITIONAL PARTICIPATING AGENCY

1.01 City of Fond du Lac and Fond du Lac Fire Rescue, doing business at 815 S Main Street, Fond du Lac, WI.

## II. RECITALS

***WHEREAS,***

2.01 The Appleton Fire Department ("AFD") and Grand Chute Fire Department ("GCFD") created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.

2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("MOU") and providing notice to all other agencies that have joined the Program ("Participating Agencies"). Notice shall include a copy of this signed Addendum.

2.03 The City of Fond du Lac intends to join the Program.

## III. THE AGREEMENT

3.01 The Recitals are hereby made a part of the Agreement.

3.02 City of Fond du Lac hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

3.03 The City of Fond du Lac and each participating entity to this agreement are governmental entities entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein is intended to be a waiver or estoppel of the rights and immunities to which each party and their insurers may be entitled under law, including all of the immunities, limitations and defenses under Section 345.05, 893.80, and 895.52, Wis. Stats., or any subsequent

amendments thereof, any federal law, common law or other applicable laws. To the extent that indemnification is available and enforceable, the City and each participating entity or their insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

**IN WITNESS WHEREOF**, the City of Fond du Lac has caused this instrument to be executed on the day and year of the last signature below.

**City of Fond du Lac and FDL Fire Rescue**

City of Fond du Lac City Manager Joe Moore — Date 3/2/26

Erick Gerritson, Fire Chief — Date 2/23/2026

Approved as to form:

Printed Name: Deborah S.R. Hoffmann — Date 2-16-2026
Attorney, [City of Fond du Lac],

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING

## FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

### I. ADDITIONAL PARTICIPATING AGENCY

1.01 Green Bay Metro Fire Dept., doing business at 100 N Jefferson St Room 403, Green Bay, WI 54301 (GBMFD).

### II. RECITALS

***WHEREAS,***

2.01 The Appleton Fire Department ("AFD") and Grand Chute Fire Department ("GCFD") created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.

2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("MOU") and providing notice to all other agencies that have joined the Program ("Participating Agencies"). Notice shall include a copy of this signed Addendum.

2.03 GBMFD intends to join the Program.

### III. THE AGREEMENT

3.01 The Recitals are hereby made a part of the Agreement.

3.02 GBMFD hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, GBMFD have caused this instrument to be executed on the day and year of the last signature below.

**GREEN BAY METRO FIRE DEPARTMENT**

Green Bay Metro Fire Dept, Fire Chief
Eric Jelterna

2-16-26
Date

Approved as to form:

Printed Name: Lacey Cochart
Attorney, City of Green Bay

3/12/26
Date

# ADDENDUM TO MEMORANDUM OF UNDERSTANDING

## FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

### I. ADDITIONAL PARTICIPATING AGENCY

1.01 City of Waupun – Waupun Fire & Rescue Department, doing business at 16 East Main Street ("Waupun, WI").

### II. RECITALS

***WHEREAS,***

2.01 The Appleton Fire Department ("AFD") and Grand Chute Fire Department ("GCFD") created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("Program") to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.

2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program ("MOU") and providing notice to all other agencies that have joined the Program ("Participating Agencies"). Notice shall include a copy of this signed Addendum.

2.03 The Waupun Fire & Rescue Department (WFD) intends to join the Program.

### III. THE AGREEMENT

3.01 The Recitals are hereby made a part of the Agreement.

3.02 WFD hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU as modified by the First Amendment to MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the WFD has caused this instrument to be executed on the day and year of the last signature below.

**City of Waupun – Waupun Fire & Rescue Department, FIRE DEPARTMENT**

B.J. DeMaa, Fire Chief — Date: 4-22-2026

Approved as to form:

Dan Vande Zande — Date: 4-22-2026

Printed Name: Daniel L. Vande Zande

Attorney, City of Waupun

FACT SHEET

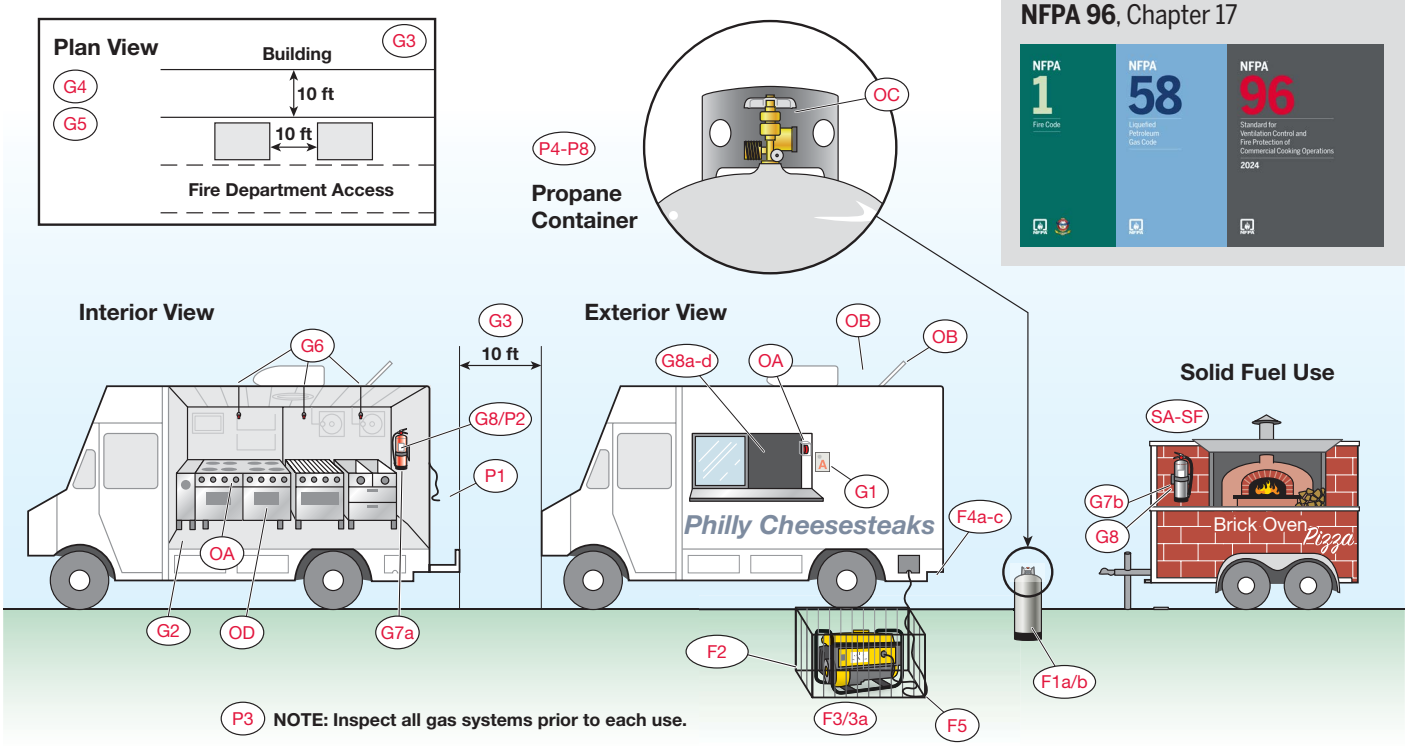
# FOOD TRUCK SAFETY

The safety requirements in NFPA® codes that apply to food trucks are shown in the diagram below. NFPA code references are in brackets at the end of each checklist item and the red keys correspond to the keys in the diagram.

## Key Codes

**NFPA 1**
**NFPA 58**, Chapter 16
**NFPA 96**, Chapter 17




## General Safety Checklist

- ❑ Obtain license or permits from the local authorities. [**1:**1.13.8] **G1**
- ❑ Ensure there is no public seating within the mobile food truck. [**1**:50.8.3.2] **G2**
- ❑ Check that there is a clearance of at least 10 ft away from buildings, structures, vehicles, and any combustible materials or as prescribed by the AHJ. [**96:**17.2] **G3**
- ❑ Verify fire department vehicular access is provided for fire lanes and access roads. [**1:**18.2.4] **G4**
- ❑ Ensure clearance is provided for the fire department to access fire hydrants and access fire department connections. [**1:**13.1.4; **1:**13.1.5] **G5**
- ❑ Check that appliances that produce grease-laden vapors and that might be a source of grease in the hood, grease removal device, or duct are protected by fire-extinguishing equipment. [**96:**10.1.2] **G6**
- ❑ Verify portable fire extinguishers have been selected and installed in kitchen cooking areas in accordance with NFPA 10. [**96:**10.9] **G7a**
- ❑ Where cooking appliances that use solid fuel, such as charcoal or wood, produce grease-laden vapors, make sure the appliances are protected by listed fire-extinguishing equipment. [**96:**15.7.1] **G7b**
- ❑ Ensure that workers are trained in the following: [**96:**17.11]: **G8**
  - ❑ Proper use of portable fire extinguishers and extinguishing systems [**96:**17.11.1(1)] **G8a**
  - ❑ Proper method of shutting off fuel sources [**96:**17.11.1(2)] **G8b**
  - ❑ Proper procedure for notifying the local fire department [**96:**17.11.1(3)] **G8c**
  - ❑ Proper procedure for how to perform simple leak test on LP-Gas connections [**96**:17.11.1(5)] **G8d**

## Fuel & Power Sources Checklist

- ❑ Verify that fuel tanks are filled to the capacity needed for uninterrupted operation during normal operating hours. [**1:**10.14.11.1 for carnivals only] **F1a**
- ❑ Ensure that refueling is conducted only during non-operating hours. [**96:**17.9.3] [**1**:10.14.11.2 for carnivals only] **F1b**
- ❑ Check that any engine-driven source of power is separated from the public by barriers, such as physical guards, fencing, or enclosures. [**96:**17.6.2.2] **F2**
- ❑ Ensure that any engine-driven source of power is shut down prior to refueling from a portable container. [**1:**10.15.4] **F3**

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# FOOD TRUCK SAFETY *Continued*

- ❑ Check that surfaces of engine-driven source of power are cool to the touch prior to refueling from a portable container. **F3a**
- ❑ Make sure that exhaust from engine-driven source of power complies with the following: **F4**
  - ❑ At least 12 ft in all directions ffrom openings, air intakes, and means of egress [**96:**17.6.2.3(1)] **F4a**
  - ❑ Directed away from all buildings [**96:**17.6.2.3(2)] **F4b**
  - ❑ Directed away from any mobile or temporary cooking operations [**96:**17.6.2.3(3)] **F4c**
- ❑ Ensure that all electrical appliances, fixtures, equipment, and wiring complies with the NFPA 70®.[**96:**17.9.1] **F5**

## Propane System Integrity Checklist

- ❑ The main shutoff valves on a container for liquid and vapor are either accessible without the use of tools, or other equipment is provided to shut off the container valve. [**58:**16.3.4] **P1**
- ❑ Ensure that during cooking operations at least one person is trained in emergency response procedures and knows how to shut off fuel sources, change out LP-Gas containers, and the properties of LP-Gas. [**58:**16.8.1] **P2**
- ❑ Visually inspect LP-Gas systems daily for damage and proper operation prior to each use. [**96:**17.8.2.3] **P3**
- ❑ Perform pressure testing on all new or modified piping systems. [**58:**16.6.10] **P4**
- ❑ Perform leak testing on cylinder connections with a noncorrosive leak-detecting fluid or other approved leak detection method each time a cylinder(s) is replaced. [**58:**16.11.5] **P5**
- ❑ Document leak testing and keep documentation in the mobile food facility. [**58:**16.11.3, 16.11.3.1] **P6**
- ❑ Ensure that on gas system piping, a flexible connector is installed between the regulator outlet and the fixed piping system. [**58:**16.6.8.1)] **P7**
- ❑ Where a gas detection system is installed, ensure that it is tested monthly. [**96:**17.8.2.2] **P8**

## Operational Safety Checklist

- ❑ Do not leave cooking equipment unattended while it is still hot. (This is the leading cause of home structure fires and home fire injuries.) **OA**
- ❑ Operate cooking equipment only when exhaust systems are on. [**96:**12.1.1] **OB**
- ❑ Close LP-Gas container valves when system is not in use. [**58:**16.9.1] **OC**
- ❑ Keep cooking equipment, including the cooking ventilation system, clean by regularly removing grease. [**96:**12.4] **OD**

## Solid Fuel Safety Checklist (Where Wood, Charcoal, Or Other Solid Fuel Is Used)

- ❑ Fuel is not stored above any heat-producing appliance or vent. [**96:**15.9.2.2] **SA**
- ❑ Fuel is not stored closer than 3 ft to any cooking appliance. [**96:**15.9.2.2] **SB**
- ❑ Fuel is not stored near any combustible flammable liquids, ignition sources, chemicals, and food supplies and packaged goods. [**96:**15.9.2.7] **SC**
- ❑ Fuel is not stored in the path of the ash removal or near removed ashes. [**96:**15.9.2.4] **SD**
- ❑ Ash, cinders, and other fire debris should be removed from the firebox at regular intervals and at least once a day. [**96:**15.9.3.6.1, 15.9.3.6.2] **SE**
- ❑ Removed ashes, cinders, and other removed fire debris should be placed in a closed, metal container. [**96:**15.9.3.8.1] **SF**

## NFPA Resources

Review these and other NFPA resources at: nfpa.org:

- NFPA 1, *Fire Code*, 2024 Edition
- NFPA 1, *Fire Code Handbook*, 2021 Edition
- NFPA 10, *Standard for Portable Fire Extinguishers*, 2022 Edition
- NFPA 58, *Liquefied Petroleum Gas Code*, 2024 Edition
- *LP-Gas Code Handbook*, 2024 Edition
- NFPA 70®, *National Electrical Code®*, 2023 Edition
- *National Electrical Code® Handbook*, 2023 Edition
- NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations*, 2024 Edition
- NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations Handbook*, 2017 Edition

## Learn More

- ▶ Get free digital access to NFPA codes and standards at: nfpa.org/docinfo.
- ▶ Read the latest news and updates at: nfpa.org/foodtrucksafety.

IT'S A BIG WORLD.
LET'S PROTECT IT TOGETHER.®

This information is provided to help advance safety of mobile and temporary cooking operations. It is not intended to be a comprehensive list of requirements for mobile and temporary cooking operations. Check with the local jurisdiction for specific requirements. This safety sheet does not represent the official position of the NFPA or its technical committees. The NFPA disclaims liability for any personal injury, property, or other damages of any nature whatsoever resulting from the use of this information. For more information, go to nfpa.org/foodtrucksafety.

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

Resolution from the Public Health & Safety Committee Approving Agreement for Urban Search and Rescue Emergency Response Services 2026-2028.

**Committee Action:** Approved 5-0

**File Number:** 22-0907 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| | *Budget Neutral:* | *YES [X]* | *NO [ ]* | | |
| COSTS | *Included in Budget:* | *YES [ ]* | *NO [ ]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS**, the State of Wisconsin has established a FEMA Type III Urban Search and Rescue ("USAR") team that consists of members across Wisconsin; and

**WHEREAS**, the Wausau Fire Department has been a member of the Wisconsin Task Force One Urban Search & Rescue Team ("WI TF-1") since 2022; and

**WHEREAS**, the Wausau Fire Department currently has two firefighters on the WI TF-1 team with the expectations of two to four more firefighters joining this team; and

**WHEREAS**, this will greatly benefit the Wausau Fire Department and the citizens of Wausau by being able to train Wausau firefighters to a high level in search and rescue tasks; and

**WHEREAS**, the State of Wisconsin will reimburse the City for all training and deployment of services at $60 per hour; and

**WHEREAS**, the Urban Search and Rescue Emergency Response Services Agreement is for the period July 1, 2026 through June 30, 2028; and

**WHEREAS**, your Public Health & Safety Committee, at their June 15, 2026 meeting, discussed and recommended approval of the agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau hereby approves entering into the Urban Search and Rescue Emergency Response Services Agreement for the period July 1, 2026 though June 30, 2028 and directs the proper City officials to execute the agreement, a copy of which is attached hereto and incorporated herein by reference.

Approved:

_____

Doug Diny, Mayor

# AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES

**July 1, 2026, through June 30, 2028**

Between

**STATE OF WISCONSIN**
**DEPARTMENT OF MILITARY AFFAIRS**
**DIVISION OF EMERGENCY MANAGEMENT**

And

**CITY OF WAUSAU**

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and City of Wausau, Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue task force created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

**RECITALS**

1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established an Urban Search and Rescue (US&R) task force that can be deployed to provide Services in response to Emergencies.

2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a task force and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

**TERMS AND CONDITIONS**

1.0 Recitals: The Recitals are incorporated by reference.

2.0 Definitions: The following definitions are used throughout this Agreement:

2.1 "Advisory Committee" means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs Association.

2.2 "All-Hazards" means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.

2.3 "Certification" means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.

2.4 "Emergency" or "Emergencies" means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.

2.5 "Harm" means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

2.6 "Incident" means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.

2.7 "Local Agency," pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.

2.8 "Member" means A Participating Agency's employee who the Division has appointed to WI-TF1.

2.9 "REACT Center" means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.

2.10 "Services" means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.

2.11 "US&R" means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.

2.12 "WI-TF1" means the US&R task force, an all-hazards rescue team authorized by Wis. Stat. §§ 323.70(1)(b) and 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function 9 (ESF 9) mission, including a Type 1 US&R task force, Type 3 US&R task force, or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. *See* Wis. Stat. § 323.72(7).

**3.0 Participating Agency Obligations:**

3.1. Participating Agency shall provide a list of individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for initial or refresher training (or certification of existing training). Only those employees whom Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:

3.1.1 Are employees in good standing.

3.1.2 Are not probationary employees.

3.1.3 Have been subjected to a background check by Participating Agency or the Division.

3.1.4 Meet any medical or fitness standards as determined by the Participating Agency for daily operations. To participate in WI-TF1 training or deployments, a member must be "fit for duty" with the Participating Agency.

3.2 The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.

3.2.1. The Division will hold core and/or refresher training classes as soon as practicable. Participating Agencies shall make every effort to send their personnel to the required core and/or refresher classes as soon as possible after the individual is appointed to the team for the personnel to be deployable.

3.3 For any employee the Participating Agency purports to possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, an evaluation will be conducted by the Division to determine if the training meets the most current training, competency, and job performance requirement standards for a search and rescue task force issued by the National Fire Protection Association (NFPA), and the most current version of the urban search and rescue standard issued by the Emergency Management Accreditation program, and any other training standards required by law, rule, or regulation.

3.4 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the Participating Agency's employees on the list to the WI-TF1 in a trainee or qualified member status. Inclusion on the list of proposed WI-TF1 members does not guarantee appointment.

3.5 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures set forth in Section 7.0, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

3.6 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not

prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.

3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.

3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force. If a WI-TF1 member has been suspended or terminated, the Division shall inform the Participating Agency regularly employing the member regarding the member's suspension or termination.

**4.0 Required Training and Exercises:**

4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall consist of a minimum of two Quarterly (full team) trainings per WI-TF1 member per year as well as attending at least one of the Operational Readiness Exercises within a two-year period. Additional specialty training may be made available at the REACT Center or site approved by the Division upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.

4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of three months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notifying the Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

**5.0 Response Procedures and Limitations:**

5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

5.3 Participating Agency's obligation to provide Services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request by the Division pursuant to the Standard Operating Procedures. See Section 7 below.

**6.0 Right of Refusal:**

If, on occasion, providing Services in response to an Emergency under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline an emergency response request by the Division for personnel to staff WI-TF1 and/or for response equipment. Agencies should make every effort to have at least 50% of their WI-TF1 rostered personnel available for all deployments, barring extreme hardships.

**7.0 Standard Operating Procedures:**

At the time of execution of this Agreement, few Standard Operating Procedures (SOPs) have been finalized. Upon finalization, Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with those SOPs and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 and not currently excused from work pursuant to a legally protected leave will comply with these procedures. Should Participating Agency be unable to agree to the SOPs, Participating Agency may terminate this agreement.

**8.0 Reimbursement of Costs**

There are three types of Participating Agency costs that shall be reimbursed under this Agreement:

1. costs related to providing requested Services pursuant to Wis. Stat. § 323.72(2); and
2. required training and exercise costs; and
3. costs related to any increase in contributions for duty-disability benefit premiums for Participating Agency's employees who receive duty disability benefits because of an injury incurred while performing duties as a WI-TF1 member under this Agreement.as required by Wis. Stat. § 323.72(2m).

In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

**9.0 Reimbursement for Response Costs:**

9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.

9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at $60.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal. An annual adjustment of personnel reimbursement rates shall be made based on the Consumer Price Index (CPI) on the anniversary of this Agreement to ensure payments keep pace with inflation.

9.2.3 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures that the Division deems to be unreasonable or unjustifiable.

9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

**10.0 Payment for Training and Exercise Costs:**

10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of $60.00 per hour per appointed employee consistent with the Attendance Policy. An annual adjustment of personnel reimbursement rates shall be made based on the Consumer Price Index (CPI) on the anniversary of this Agreement to ensure payments keep pace with inflation.

10.2 Payment shall follow the same reimbursement timelines established in section 9.1 for response costs.

**11.0 Reimbursement of Increased Duty Disability Costs:**

11.1 The Division shall reimburse Participating Agency for costs incurred by Participating

Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.

11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed at the direction of the Division to provide Services in response to an Emergency order or while participating in WI-TF1 training or exercises at the direction of the Division.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in duty disability premiums for duty disability benefits assessed to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

**12.0 Employer-Employee Relationship and Obligations Maintained:**

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

**13.0 Worker's Compensation:**

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

**14.0 Dual Payment:**

Participating Agency shall not be compensated for work performed under this Agreement by both the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

**15.0 Reasonable Efforts:**

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency

Response Services.

**16.0 Liability and Indemnity**

16.1 Scope: During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

16.2 Civil liability exemption; regional and local emergency response teams and their sponsoring agencies: Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services in this Agreement.

16.3 Participating Agency Indemnification of State: Nothing contained in this Agreement is intended to limit any immunities and rights of any party available under Wis. Stat. §§ 345.05, 893.80, 893.82 and 895.46 or any other constitutional or statutory provision or common law. Such immunities and rights are expressly reserved to the parties.

**17.0 Insurance Obligations:**

17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

**18.0 Standard Terms and Conditions:** The State of Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

**19.0 Miscellaneous**

19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the task force and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department except as previously disclosed. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the State.

19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than $5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.

19.3 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.

19.4 Recordkeeping and Record Retention: The Division and Participating Agency recognize that they are each authorities under the Wisconsin Public Records law, Wis. Stat. § 19.31 et seq. Each Party shall retain records or documents relating to this Agreement pursuant to its own record retention schedules. Each Party, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by the other Party.

19.5 Term, Termination and Review of Agreement:

19.5.1 Term: This Agreement shall begin on July 1, 2026, and terminate on June 30, 2028, unless terminated earlier pursuant to Section 19.7.2.

19.5.2 Termination:

19.5.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.

19.5.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.5.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.5.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable

or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.5.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.5.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.5.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.6 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.7 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.8 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

19.9 The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties to the Agreement and their respective successors and permitted assigns.

19.10 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.

19.11 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management

DMA Wisconsin
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel
Wisconsin Department of Military Affairs
2400 Wright Street
Madison, WI 53704

19.12 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19.13 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Division and Participating Agency.

19.14 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.

19.15 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

19.16 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

**Approving Signatures:**

**ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION**

**Dated this ____ day of _____, 2026**

_____

**Greg Engle, Division Administrator**

**ON BEHALF OF THE CITY OF WAUSAU**

**Dated this ____ day of _____, 2026**

_____

**Doug Diny, Mayor**

**Dated this ____ day of _____, 2026**

_____

**Rachel Brown, City Clerk**

**APPROVED AS TO FORM**

**Dated this ____ day of _____, 2026**

_____

**Anne L. Jacobson, City Attorney**

**ON BEHALF OF THE CITY OF WAUSAU FIRE DEPARTMENT**

**Dated this ____ day of _____, 2026**

_____

**Jeremy Kopp, Fire Chief**

## EXHIBIT A

### EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

### STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

**ANTITRUST ASSIGNMENT:** The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

**APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

**CANCELLATION:** The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

**WORK CENTER CRITERIA:** A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

**INSURANCE RESPONSIBILITY:** The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

**NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued $100,000 or over.

**PUBLIC RECORDS**. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

**TAXES:** The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

**VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

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

Doug Diny, Mayor

Jeremy Kopp, Fire Chief

**TO:** Public Health and Safety Committee

**FROM:** Jeremy Kopp – City of Wausau Fire Department, Fire Chief

**DATE:** June 1, 2026

**SUBJECT:** Wisconsin Task Force One (Urban Search and Rescue 2026-2028 Agreement)

**Purpose:**

To discuss and approve the Wausau Fire Department signing another 2-year agreement with Task Force One. WI TF-1 is a FEMA Type III All Hazards Urban Search and Rescue Team comprised of rescue technicians from multiple fire departments across Wisconsin. WFD has been part of this team since 2022.

**Recommendation:**

It is recommended that you approve the Wausau Fire Department to enter into another agreement with the State of Wisconsin to remain part of the Wisconsin Task Force One Urban Search and Rescue Team.

**Facts and Considerations:**

Background:

In 2005 Wisconsin received federal post-9/11 funds to establish an Urban Search and Rescue (USAR) Team with collapse rescue capabilities. A plan was formed to utilize firefighters from Wisconsin and train them in all the different technical rescue disciplines to create a unique USAR Team for Wisconsin. The Regional All Climate Training Center (REACT) was built at Volk field that became the center of training and deployment operations. After years of development, the WI TF-1 became fully deployable in 2014. A lack of a steady funding source led to the team's closure in 2019.

The Wisconsin State Fire Chiefs lobbied heavily for the State to establish a funding source in the annual budget and get the team up and running again. That legislation was passed in 2021, and the team has been reestablished with members from the original 11 fire departments that were a part of the team. WI TF-1 is currently a FEMA Type III USAR team.

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

Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Discussion:

Wausau Fire Department was offered the opportunity to join the agreement with the State of Wisconsin to supply firefighters trained as USAR rescue technicians and serve on WI TF-1 in 2022. This is a unique opportunity to introduce some of our staff to a high level that could benefit the Wausau community through greater preparedness and response. The State of Wisconsin will provide the training and pay the costs for staff time and pay for responders during responses. This will include Worker's Compensation Insurance during training and deployment.

Rational:

This is like our agreement with the State of Wisconsin to provide the region with a Type II Hazardous Materials Response Team. The state funding for the HazMat Team has positively affected the Wausau Community by having the regional team right in our City with swift response time and a robust array of capabilities to protect and enhance the community.

Joining other fire departments across the state to create this unique and much-needed resource aligns with the Wausau Fire Department's mission to provide rapids emergency response to protect and enhance the community.

We currently have 2 firefighters on WI TF-1 with expectations of putting 2-4 more firefighters on during this next contract. The WI TF-1 leadership is spreading participation across many departments to not overextend a single department. When a large-scale disaster occurs the WI TF-1 members can deploy for up to 14 days. By keeping the numbers from each participating department low no single department bears more of a burden than another.

**Impact:**

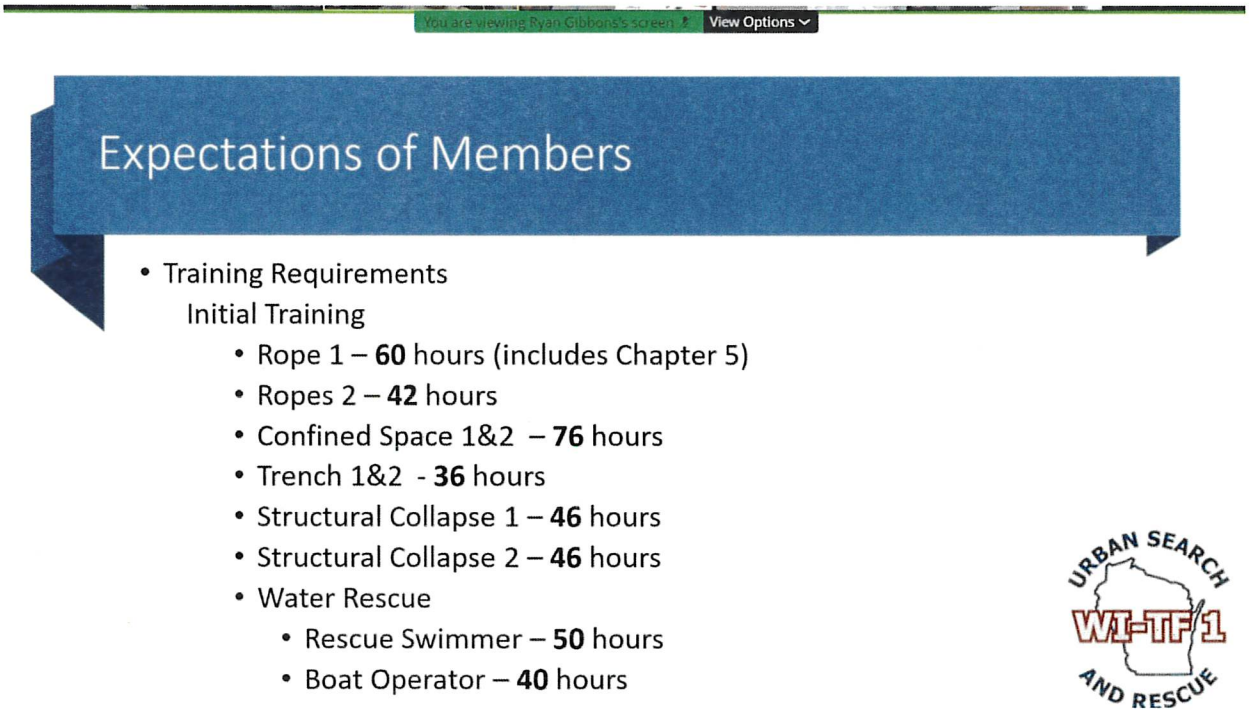
This will positively impact the Wausau Fire Department and the Wausau community. Currently, 2 Wausau firefighters are trained in all of the rescue disciplines under the USAR training umbrella. Having local firefighters trained in USAR better prepare the community for a large-scale disaster. When a disaster occurs, we are in a stronger position to respond by having members who serve on the WI TF-1 team that will be called to help.

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

Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Below is a chart summarizing the training requirements for members of WI TF-1.




**Coordination**:

The City Attorney's Office has reviewed the contract and changes. See attached contract.

Drafted by Jeremy Kopp, Fire Chief

CC: Mayor Diny and City Attorney Anne Jacobson

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

Resolution from the Human Resources Committee Requesting Sunsetting of the Perfect Attendance Leave (PAL) Program.

**Committee Action:** Approved 5-0

**File Number:** 12-0219 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| COSTS | *Budget Neutral:* | *YES [ ]* | *NO [ ]* | | |
| | *Included in Budget:* | *YES [ ]* | *NO [ ]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS,** your Human Resources Committee has reviewed and considered various options for improving organizational efficiency by eliminating the Perfect Attendance Leave (PAL) program; and

**WHEREAS**, your Human Resources Committee recommends authorization and approval of the recommendation to sunset the PAL program beginning January 1, 2027; and

**WHEREAS**, remaining balances in the accounts of employees who have accumulated hours will be audited and assessed by December 31, 2027.

**NOW THEREFORE BE IT RESOLVED** by the Common Council of the City of Wausau that the City of Wausau will discontinue the PAL program in 2027, allowing employees to utilize their accrued PAL days within the year 2027.

**BE IT FURTHER RESOLVED** by the Common Council of the City of Wausau that the proper City officials and designees are hereby authorized and directed to execute and dismantle the program as approved by this resolution.

Approved:

_____

Doug Diny, Mayor

# Perfect Attendance Leave

Recommendation for Removal from the Employee Handbook

*City of Wausau | Human Resources Department | HR Committee Draft — Pending Approval | June 8, 2026*

## Recommendation

Human Resources recommends the removal of the Perfect Attendance Leave (PAL) program from the City of Wausau Employee Handbook for all non-represented employees, effective January 1, 2027, pending HR Committee and Common Council approval.

This recommendation is made as part of the ongoing Employee Handbook reorganization and audit. The decision to remove PAL is not accompanied by a specific replacement benefit at this time. The City will continue to evaluate its overall leave and benefits structure throughout the remainder of the handbook audit, with the goal of building an equitable and competitive benefits package for all employees.

| $28,182.52 | 24 | 3 |
|---|---|---|
| Current PAL liability | Employees with accrued balances | Sections affected in handbook |

*Annual cost avoidance from PAL elimination: pending payroll data. Proposed transition: employees retain accrued hours for use through December 31, 2028 — see companion Transition Provision document.*

## Rationale for Removal

The PAL program was established to reward consistent attendance. Over time it has created outcomes that are inconsistent with the City's values as an employer and its ability to recruit and retain talent:

- PAL penalizes employees for using leave they legitimately earned. The benefit rewards not being sick rather than dedicated service, which is not a distinction the City intends to make.
- PAL creates a structural disadvantage for non-exempt employees. Employees who cannot flex time or work from home — operational, utility, and public works staff — accrue PAL less easily than exempt employees who have schedule flexibility the policy was never designed to account for.
- PAL incentivizes presenteeism. Employees come in sick to protect their balance, reducing productivity and increasing the risk of illness spreading to coworkers and the public.
- PAL carries an ongoing balance sheet liability. The City currently holds $28,182.52 in accrued balances across 24 non-represented employees. No new accruals will occur after December 31, 2026.
- PAL contradicts the City's recruitment message. Advertising generous leave benefits while structurally penalizing employees for using them is a contradiction that sophisticated candidates notice.

The removal of PAL is the first action in a broader effort to build a modern, equitable leave and benefits program. The City's leave philosophy — that earned leave is part of total compensation and employees are encouraged to use it — cannot coexist with a benefit that rewards employees for not using earned leave. The City will continue to evaluate its overall benefits structure throughout the remainder of the handbook audit.

## Handbook Impact Summary

PAL is referenced in three sections of the current handbook. The table below identifies each section, the specific change required, and the action to be taken.

| Section | Title | Change | Action |
|---|---|---|---|
| 8.01 | General Provisions | Remove 'perfect attendance leave' from the enumerated list of benefits. Non-represented employees only. Represented employees retain until CBA negotiation. | AMEND |
| 8.05 | Perfect Attendance Leave | Section removed in full. All subsections (Earning Method, Utilization, Minimum/Maximum Usage) deleted. Section heading removed. | REMOVE |
| 8.12 | Separation Benefits for Vacation, Compensatory and Perfect Attendance Leave | Title amended: 'Perfect Attendance Leave' removed. Body language amended: add PAL sunset date / delete as necessary. Section renumbered to 8.11 following removal of 8.05. | AMEND |
| Ch. 8 TOC | Chapter 8 Table of Contents | 8.05 entry removed. 8.12 entry title amended. All subsequent section numbers shift down by one. | AMEND |
| 8.06 B | Sick Leave — Notification (pay code 126) | Pay code 126 'SickPrevnt' existed to track PAL-related medical appointment carve-outs. Coordinate with Finance/Payroll to confirm whether this code can be retired. | COORDINATE |

**Note:** Represented employees (ATU, Professional Police Association and Local 415 Fire Fighters Association) are not affected by this recommendation. PAL is incorporated into current collective bargaining agreements and cannot be removed unilaterally. HR will flag PAL for inclusion in the next negotiation cycle with each bargaining unit. The proposed transition provision includes a CBA carve-out preserving any greater right under an applicable agreement.

## Section-by-Section Changes

### § 8.01 AMEND General Provisions — Amendment

The current §8.01 lists 'perfect attendance leave' in the enumerated list of benefits where public safety personnel receive the greater benefit at time of hire or promotion. This reference is removed for non-represented employees.

**REMOVE — non-represented employees only**

> ~~...holiday, personal holiday, vacation, perfect attendance leave, post-employment health plan, sick leave, compensatory time, and health insurance benefit contributions...~~

**REVISED TO READ**

...holiday, personal holiday, vacation, post-employment health plan, sick leave, compensatory time, and health insurance benefit contributions...

**Note:** All other language in §8.01 remains unchanged. No substantive impact on public safety personnel benefits beyond the removal of PAL for non-represented employees.

## § 8.05 REMOVE Perfect Attendance Leave — Full Removal

Section 8.05 is removed in full effective January 1, 2027. The section heading and all three subsections are deleted. Sections 8.06 through 8.13 are renumbered accordingly. The 2026 calendar year is the final earning year — employees who qualify must submit their application by January 31, 2027.

**REMOVE IN FULL — all language below**

~~*8.05 — Perfect Attendance Leave*~~

~~*In departments electing to continue to participate in Perfect Attendance Leave (PAL), employees eligible for a PAL accrual shall make application to the Human Resources Department within 30 days of becoming eligible. Late requests will not be processed.*~~

~~*1. Earning Method: Employees covered by this handbook who do not fail to report to work due to sickness or injury or who do not use sick leave, with the exception of leave certified under the Family Medical Leave Act, during a twelve (12) month period (January 1 to December 31) shall earn twelve (12) hours of Perfect Attendance Leave for the first year of perfect attendance. Employees who do not use sick leave for two (2) or more consecutive twelve (12) month periods shall earn sixteen (16) hours effective January 1 of each year they qualify. At no time may an employee's PAL account exceed forty (40) hours. Usage of sick leave for Workers Compensation and incidents of Family Medical Leave will not affect Perfect Attendance Leave accruals.*~~

~~*Employees will be allowed three incidents of sick leave usage for medical or dental appointments within the established Perfect Attendance Leave earning period without sacrificing eligibility for Perfect Attendance Leave. These incidents should be reported using pay code 126 "SickPrevnt." Each incident may not exceed three hours per usage.*~~

~~*Regular part-time employees shall receive a proration of perfect attendance leave based on their number of hours worked.*~~

~~*2. Utilization: Employees may request to use Perfect Attendance Leave at any time following the year(s) in which it is earned.*~~

~~*3. Minimum/Maximum Usage: Perfect Attendance Leave may not be used in less than one-half (1/2) hour for non-exempt employees nor more than forty (40) hour segments.*~~

**Note:** Pay code 126 'SickPrevnt' was created specifically to track PAL-related medical appointment carve-outs. Coordinate with Finance and Payroll to confirm whether this code serves any other purpose before retiring it.

## § 8.12 AMEND Separation Benefits — Amendment and Renumbering

Section 8.12 governs cash payout of leave balances at separation. The title and body are amended to audit / remove PAL references. The section is renumbered to 8.11 following the removal of 8.05.

**CURRENT TITLE — REMOVE**

~~*8.12 — Separation Benefits for Vacation, Compensatory and Perfect Attendance Leave*~~

**REVISED TITLE**

8.11 — Separation Benefits for Vacation and Compensatory Time

**CURRENT BODY — REMOVE**

~~*At time of voluntary termination (resignation or retirement) employees who subsequently leave the employ of the City, upon giving ten (10) working days written notice to the Human Resources Department, shall receive cash payment for all remaining accrued vacation time, compensatory time, and perfect attendance leave.*~~

~~*The employee's last day of work will be the last day on the payroll. Employees will not be permitted to utilize vacation, compensatory time and/or perfect attendance leave and stay on the payroll after the last day at work.*~~

**REVISED BODY**

At time of voluntary termination (resignation or retirement), employees who subsequently leave the employ of the City, upon giving ten (10) working days written notice to the Human Resources Department, shall receive cash payment for all remaining accrued vacation time and compensatory time.

The employee's last day of work will be the last day on the payroll. Employees will not be permitted to utilize vacation or compensatory time and remain on the payroll after the last day at work.

**Note:** A transitional sentence should be added to §8.11 during the 2027–2028 use window: 'Employees with Perfect Attendance Leave balances credited prior to January 1, 2027, may use those hours through December 31, 2028, subject to normal scheduling approval.' Remove this sentence effective January 1, 2029.

## Chapter 8 Renumbering

Removal of §8.05 shifts all subsequent sections down by one number. The table below maps current to proposed section numbers for the full chapter. All cross-references within the handbook and the Chapter 8 table of contents must be updated accordingly.

| Current | Section Title | Proposed Number |
|---|---|---|
| 8.01 | General Provisions | 8.01 (amended) |
| 8.02 | Paid Holidays | 8.02 |
| 8.03 | Personal Holidays | 8.03 |
| 8.04 | Vacation | 8.04 |
| ~~8.05~~ | ~~Perfect Attendance Leave~~ | **REMOVED** |
| 8.06 | Sick Leave | 8.05 |
| 8.07 | Family Medical Leave Policy | 8.06 |
| 8.08 | General Leaves of Absence | 8.07 |
| 8.09 | Educational Leave of Absence | 8.08 |
| 8.10 | Military Leave | 8.09 |
| 8.11 | Bereavement Leave | 8.10 |
| 8.12 | Separation Benefits (amended title) | 8.11 |
| 8.13 | Lactation Policy | 8.12 |

**Note:** If the proposed handbook reorganization (Part IV structure) is adopted, the equivalent renumbering applies to the Part IV index. 4.05 Perfect Attendance Leave is removed, and 4.06 through 4.12 shift to 4.05 through 4.11.

## Accrued Balance Transition

At the time of this recommendation, 24 non-represented employees hold accrued PAL balances totaling $28,182.52. Employees who qualify for a 2026 accrual and submit their application by January 31, 2027, may add to that total — Finance will confirm the estimated maximum exposure once payroll data is received.

The proposed transition provision allows employees to retain and use their credited PAL hours through December 31, 2028, subject to normal scheduling approval. Unused hours expire after that date unless otherwise required by an applicable collective bargaining agreement, employment agreement, or law.

## Recommended Next Steps

- HR Committee reviews this recommendation and, if approved, forwards to Common Council.
- Common Council considers and votes on PAL elimination effective January 1, 2027.
- Upon approval: Finance and Payroll notified of effective date and transition window (use through 12/31/2028).
- Upon approval: Individual employee communications issued — each affected employee receives their current balance and the January 31, 2027 application deadline for 2026 earnings.
- Upon approval: Department Directors briefed on scheduling expectations during the 2027–2028 use window.
- Upon approval: Pay code 126 (SickPrevnt) retirement coordinated with Finance and Payroll.
- Upon approval: Revised handbook language drafted incorporating §8.01 amendment, §8.05 removal, and §8.11 amendment with renumbering.
- January 31, 2027: Deadline for employees to submit 2026 PAL applications to HR.
- January 1, 2027: PAL elimination effective — no new accruals.
- December 31, 2028: Unused PAL balances expire (subject to applicable law), Finance confirms balance sheet recognition.
- Ongoing: Represented employee PAL rights flagged for next negotiation cycle with ATU, Professional Police Association and Local 415.
- Ongoing: Benefits review continues as part of the broader handbook audit.

# Perfect Attendance Leave

## Proposed Transition Provision

*City of Wausau | Human Resources Department | HR Committee | June 8, 2026*

## Background

Human Resources is recommending the discontinuation of the Perfect Attendance Leave (PAL) program for all non-represented City of Wausau employees, effective January 1, 2027. This document presents the proposed transition provision for HR Committee review and, upon Committee approval, for consideration by the Common Council. It also identifies administrative items requiring coordination once the provision is approved.

| $28,182.52 | 24 | 0 |
|---|---|---|
| Total accrued PAL liability | Non-represented employees affected | Represented employees affected |

**Note:** Represented employees are not affected by this proposal. PAL is incorporated into current collective bargaining agreements with the ATU, Professional Police Association and Local 415 Fire Fighters Association.

## Proposed Transition Provision

The following language is proposed for adoption by the HR Committee and Common Council. Upon approval, it will be incorporated into the Employee Handbook and used as the basis for all employee communications regarding this change:

> Effective January 1, 2027, the City will discontinue the Perfect Attendance Leave program. The 2026 calendar year will be the final year in which Perfect Attendance Leave may be earned. Employees who qualify based on their attendance record for calendar year 2026 must submit their application to the Human Resources Department no later than January 31, 2027. Perfect Attendance Leave credited for calendar year 2026, and any previously credited leave, will remain available for use through December 31, 2028, subject to normal scheduling approval. Unused Perfect Attendance Leave remaining after December 31, 2028, will expire unless otherwise required by an applicable collective bargaining agreement, employment agreement, or law.

## What This Means in Practice

### For employees with accrued balances

Employees who currently hold accrued PAL balances retain their earned hours and may use them through December 31, 2028, subject to normal supervisor approval and scheduling requirements. Employees who

qualify for a 2026 accrual must submit their application to HR by January 31, 2027 — this is the final accrual cycle.

**Note:** Upon approval of this proposal, HR / Payroll will communicate to each affected employee their current balance and the January 31, 2027 application deadline for 2026 earnings, so employees can plan accordingly.

### For employees with no accrued balance

Employees who have not accrued a PAL balance, or who have used their balance in full prior to January 1, 2027, are unaffected. No new PAL hours will accrue after December 31, 2026.

### For new employees

Employees hired on or after January 1, 2027, are not eligible for Perfect Attendance Leave. PAL will not appear in the revised Employee Handbook.

### For represented employees

This provision applies to non-represented employees only. Represented employees covered by collective bargaining agreements with the Professional Police Association and Local 415 Fire Fighters Association retain their PAL rights as negotiated. The expiration language in the provision includes an explicit CBA carve-out to reflect this. HR will flag PAL for inclusion in the next negotiation cycle with each bargaining unit.

## Financial Impact

### Current liability

The City currently holds $28,182.52 in accrued PAL liability across 24 non-represented employees. Under this proposed transition provision, that liability does not require an immediate cash outlay. It will resolve as employees use their hours during the 2027–2028 window, or expire at December 31, 2028, for any unused balances. Additionally, employees who qualify for 2026 earnings and submit by January 31, 2027 may add hours to that liability.

### Ongoing cost avoidance

No new PAL hours will accrue after December 31, 2026. The annual cost the City previously incurred through PAL accruals — hours earned at each employee's hourly rate plus employer payroll burden — is eliminated. Finance will confirm the total annual avoidance figure once payroll data is returned.

### Balance sheet treatment

The existing $28,182.52 liability remains on the balance sheet until hours are used or expire. Finance is able to confirm how the liability is carried and recorded during the 2027–2028 transition window, and how expired balances are recognized at December 31, 2028.

## Implementation Checklist

The following actions will be required upon approval of this proposal and through the transition window.

| Timing | Action | Owner |
|---|---|---|
| **Upon approval** | Notify Finance and Payroll of effective date, transition window, and balance sheet treatment needed | *HR* |
| **Upon approval** | Confirm with HR Team: PAL discontinuation after 12/31/2026 | *HR* |
| **Upon approval** | Communicate transition provision to all affected employees with individual balance statements and January 31, 2027 application deadline | *HR* |
| **Upon approval** | Confirm pay code 126 (SickPrevnt) retirement with Finance and Payroll — code existed solely for PAL carve-out tracking | *HR / Payroll* |
| **Upon approval** | Incorporate transition provision into revised Employee Handbook | *HR* |
| **Upon approval** | Brief Department Directors on scheduling expectations during 2027–2028 use window | *HR* |
| **1/1/2027** | PAL elimination effective — no new accruals | *Payroll* |
| **12/31/2026–12/31/2028** | Monitor PAL usage during transition window; coordinate with supervisors on scheduling requests | *HR / Supervisors* |
| **Early 2027** | Flag PAL in CBA negotiation cycle with Police Association and Local 415 (ATU is 2026) | *HR* |
| **12/31/2028** | Any unused PAL balances expire — Finance confirms balance sheet recognition | *HR / Finance* |
| **Post-12/31/2028** | Confirm all balances cleared; close out PAL tracking in payroll system | *Payroll* |

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

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

**Committee Action:** Approved 5-0

**File Number:** 26-0108 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| | *Budget Neutral:* | *YES [X]* | *NO [ ]* | | |
| COSTS | *Included in Budget:* | *YES [ ]* | *NO [ ]* | *Budget Source* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS**, your Public Health and Safety Committee considered certain license applications at its June 15, 2026, special meeting, and has made recommendations that are attached hereto and recommends these actions to the Council for its approval; and

**NOW THEREFORE BE IT RESOLVED** by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

_____
Doug Diny, Mayor

# PHS Date 06/15/2026

| License ID | License Typ | Name | Address | Details | Business | Begin Dt | End Dt | Police | PHS | Council |
|---|---|---|---|---|---|---|---|---|---|---|
| 231836 | 850 - Obstruction | ROEDER, STEVEN | 1910 N. 6TH STREET WAUSAU WI 55403 | | | | | | | |
| 230718 | 9026 - Class I | STENCIL, NANCY | 318 S 3RD AVE, ROOM 5 WAUSAU WI 54401 | 2026 WAUSAU LABOR DAY PARADE on MONDAY SEPTEMBER 7TH 2026 Organized by MARATHON COUNTY CENTRAL LABOR COUNCIL | | | | | | |
| 231340 | 9026 - Class I | WHITTUM, MALCOLM | 1913 BROOKVIEW CT. WAUSAU WI 54403 | ALL STARS UNDER THE STARS on 8/19/2026 Organized by MALCOLM WHITTUM | | | | | | |
| 230682 | 9027 - Class II | HESS, BROOKLYN | 316 SCOTT STREET WAUSAU WI 54403 | 2026 VOLUNTEER DAY on 08/27/2026 Organized by WAUSAU EVENTS | | | | | | |
| 231532 | 9069 - Temporary "Class B" (Picnic) | , | PO BOX 1611 WAUSAU WI 54402 | | WAUSAU NOON OPTIMIST | | | | | |
| 231398 | 9069 - Temporary "Class B" (Picnic) | , | PO BOX 388 WAUSAU WI 54402 | | VFW BURNS POST 388 | | | | | |
| 231399 | 9069 - Temporary "Class B" (Picnic) | , | PO BOX 388 WAUSAU WI 54402 | | VFW BURNS POST 388 | | | | | |

# PHS Date 06/15/2026

| License ID | License Typ | Name | Address | Details | Business | Begin Dt | End Dt | Police | PHS | Council |
|---|---|---|---|---|---|---|---|---|---|---|
| 232143 | 9069 - Temporary "Class B" (Picnic) | LANGENHAHN, JODI | 500 FOREST STREET WAUSAU WI 54403 | | MARATHON COUNTY AGRICULTURALSOCIETY | | | | | |
| 231444 | 9054 - Amusement Device Distributor | , | 1460 GEISER WAY, PO BOX 318 CHILTON WI 53014 | | | | | | | |
| 230646 | 9080 - Public Transport Driver New | MELTON, KIMBERLY | 1122 E GRAND AVE, APT 10 ROTHSCHILD WI 54474 | | BLUE JAY TAXI | 05/11/2026 | 06/30/2027 | Yes | | |
| 230377 | 9080 - Public Transport Driver New | POPE, JOHN | 221 SCOTT ST APT 645 WAUSAU WI 54403 | | NORTHWOODS CAB | 05/04/2026 | 06/30/2027 | Yes | | |
| | Parklet | | 408 N. 3RD STREET WAUSAU WI 54403 | | FARAWAY PLACE | | | | | |

**Total Licenses** **12**

City Clerk

**DATE:** July 14, 2026
**TO:** Public Health & Safety Committee
**SUBJECT:** - Approval or denial of various license applications.

## PURPOSE

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

## BACKGROUND

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

## RECOMMENDATION

**Approval Recommendation - Parket Permit:**

- **Faraway Place** located at 408 N. 3rd Street, license applicant Malarkey's LLC, agent Jesse Bartnik.

**Approval Recommendation - Obstruction Permit:**

- **Zillman's Meat Market** located at 1910 N. 6th Street, license applicant Best Wisconsin Meats LLC, Steven Roeder.

**Approval Recommendation – Special Event Class I License:**

- **Wausau Labor Day Parade** located from Marathon Park to 3rd Avenue down Stewart Avenue on September 8 from 3:00 PM to 5:30 PM, license applicant North Central WI Labor Council, Nancy Stencil.
- **All Starts Under the Stars** located on the 400 Block on August 19 from 12:00 PM to 11:00 PM, license applicant Malcolm Whittum.

**Approval Recommendation – Special Event Class II License:**

- **Volunteer Day** located on the 400 Block on August 27 from 5:00 PM to 7:00 PM, license

applicant Wausau Events, Brookyln Hess.

**Approval Recommendation - Temporary "Class B" Picnic License:**

- **VFW Burns Post 388 at 4th of July** located at at the Wausau Downtown Airport on July 4 from 4:00 PM to 11:00 PM or July 5 from 11:00 AM to 11:00 PM, license applicant VFW Burn Post 388.
- **VFW Burns Post 388 at Wisconsin Valley Fair** located at at Marathon Park on August 4-9 from 10:00 AM to 11:30 PM, license applicant VFW Burn Post 388.
- **Wausau Noon Optimist at Wisconsin Valley Fair** located at at Marathon Park on August 4-9 from 10:00 AM to 11:30 PM, license applicant Wausau Noon Optimist, agent Josh Reissmann.
- **Marathon County Ag Society at Wisconsin Valley Fair** located at at Marathon Park on August 4-9 from 10:00 AM to 11:30 PM, license applicant Marathon County Ag Society.

**Approval Recommendation - Amusement Distributor Device License:**

- **East Central Coin,** 1460 Geiser Way, Chilton WI.

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

Joint Resolution from the Airport Committee and Finance Committee Approving Consent to Transfer Title to Building and Improvements and Waiver of First Right of Refusal to Purchase the Buildings and Improvements, Terminating Airport Ground Lease with Beachwind Limited Partnership and Approving Airport Ground Lease with A75N1 LLC at 931 Woods Place.

**Committee Action:** Airport Committee Approved 7-0; Finance Committee Approved 5-0

**File Number:** 12-0411 **Date Introduced:** July 14, 2026

**FISCAL IMPACT SUMMARY**

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

# RESOLUTION

**WHEREAS**, on July 10, 2018 the Common Council approved an airport ground lease with Prehn Investments, LLC (n/k/a Beachwind Limited Partnership) ("Lessee") which was executed on July 10, 2018; and

**WHEREAS**, Lessee assumed ownership of the buildings ("Hangar") and improvements constructed for the storage of aircraft and other aeronautical purposes at 931 Woods Place pursuant to such lease; and

**WHEREAS**, Lessee will be transferring their interest in the Hangar to A75N1 LLC on or before July 8, 2026; and

**WHEREAS**, a request was received from the Lessee seeking the City's consent to transfer title to buildings and improvements and waiver of its first right of refusal to purchase the buildings and improvements; and

**WHEREAS**, your Airport Committee, at their June 10, 2026 meeting, discussed and recommended approving the consent to transfer title to buildings and improvements, waive the city's first right of refusal to purchase the buildings and improvements, terminate the airport ground lease with Beachwind Limited Partnership and approve a new ground lease with A75N1 LLC at 931 Woods Place; and

**WHEREAS**, your Finance Committee, at their June 23, 2026 meeting, discussed and recommended approving the consent to transfer title to buildings and improvements, waive the city's first right of refusal to purchase the buildings and improvements, terminate the airport ground lease with Beachwind Limited Partnership and approve a new ground lease with A75N1 LLC at 931 Woods Place.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau hereby approves consenting to the transfer of title to buildings and improvements, waiving it's first right of refusal to purchase the buildings and improvements, terminating the Airport Ground Lease with Beachwind Limited Partnership and entering into a new Airport Ground Lease with A75N1 LLC located at 931 Woods Place.

**BE IF FURTHER RESOLVED** that the proper City officials are hereby authorized and directed to execute the original of the attached Waiver of First Right of Refusal to Purchase the Building and Improvements at 931 Woods Place, Termination of Airport Ground Lease with Beachwind Limited Partnership and Airport Ground Lease with A75N1 LLC for the property located at 931 Woods Place.

Approved:

_____

Doug Diny, Mayor

**WAIVER OF FIRST RIGHT OF REFUSAL TO REPURCHASE BUILDINGS AND IMPROVEMENTS**

The undersigned hereby waives its first right of refusal to purchase the buildings and improvements located at 931 Woods Place, Wausau, Marathon County, Wisconsin, as set forth in the attached Airport Ground Lease.

Beachwind Limited Partnership has received an offer to purchase the buildings and improvements from A75N1 LLC, a summary of which offer has been provided to the City of Wausau and intends to transfer title to the buildings and improvements to A75N1 LLC or its assignee(s) (the "Transfer").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Wausau, Wisconsin, hereby waives any right to exercise its option to repurchase the buildings and improvements with respect to or as a result of this Transfer, and consents to the Transfer.

Dated this_____day of July, 2026.

CITY OF WAUSAU

By:_____
Doug Diny, Mayor

ATTEST:

By:_____
Rachel Brown, City Clerk

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

Personally came before me this _____ day of July, 2026, Doug Diny, Mayor and Rachel Brown, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
*_____

Notary Public, State of Wisconsin
My Commission expires _____.

TERMINATION OF AIRPORT GROUND LEASE

THIS TERMINATION OF AIRPORT GROUND LEASE, made this _____ day of _____, 2026, by and between Beachwind Limited Partnership, 1105 Highland Park Boulevard, Wausau, Wisconsin 54403 ("Tenant"), and the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("City"), is intended to terminate all rights and obligations of the Tenant and the City with respect to that certain Airport Ground Lease between Tenant and the City of Wausau dated July 10, 2018 and Novation Agreement dated August 1, 2018 (the "Lease").

WITNESSETH:

WHEREAS, the Tenant and City entered into an Airport Ground Lease ("Lease"), a copy of which is attached hereto as Exhibit 1, with respect to certain real property located at the Wausau Downtown Airport, in Wausau, Wisconsin, with the legal description of:

LEGAL DESCRIPTION

Said real property is also described in Exhibit A to such Airport Ground Lease ("Premises"); and

WHEREAS, the Tenant assumed ownership of the buildings and improvements constructed for the storage of aircraft and other aeronautical purposes pursuant to such Lease; and

WHEREAS, the Tenant now desires to transfer his interest in the Hangar and Premises to A75N1, LLC, 725 Woods Place, Wausau, Wisconsin 54403; and

WHEREAS, A75N1, LLC desires to enter into a separate Airport Ground Lease for the Premises with the City; and

WHEREAS, the Tenant and the City wish to terminate the Lease upon the terms set forth below in order to facilitate the transfer of the Hangar to and execution of a new Ground Lease with A75N1, LLC.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Lease. Tenant and City hereby agree that upon the execution of a Ground Lease by A75N1, LLC with the City of Wausau and approval of same by the City of Wausau Common Council for the Premises for a twenty year term at twelve cents (12¢) per square foot (48' x 60') per year, with an annual adjustment to reflect the change in the Consumer Price Index from September 30 the previous year, the instant Lease between Tenant and City shall automatically terminate and be of no further effect. If, however, a Ground Lease between the City and A75N1, LLC is not executed and approved by the City of Wausau Common

Council, the Tenant's interest in the Ground Lease in Exhibit A will continue according to its terms and the Tenant shall continue to be bound thereby.

2. Release. Except as otherwise provided herein, Tenant and City expressly forever release and discharge each other, their heirs, administrators, executors, successors and assigns, employees, agents, and representatives (collectively "Released Parties") from, against, and with respect to any and all liabilities and obligations, claims, demands, actions, or judgments of whatever kind or nature, which either party ever had, now has, or may hereafter have against the Released Parties, arising contemporaneously with, prior to, or following the date of this Termination of Lease Agreement on account of, arising out of, or with respect to the Lease.

3. Governing Law. This Termination shall be governed by and construed under the laws of the State of Wisconsin.

4. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered or caused an authorized representative to execute and deliver this Agreement as of the date first set forth above.

[SIGNATURE PAGE FOLLOWS]

TENANT: Beachwind Limited Partnership

BY_____ BY_____

NAME_____ NAME_____

ITS_____ ITS_____

CITY OF WAUSAU

_____ _____

Doug Diny, Mayor Rachel Brown, City Clerk

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

Personally came before me this _____ day of _____, 2026, the above-named Frederick C. Prehn and Linda E. Prehn, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATION )

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

_____
Notary Public, Wisconsin
My commission: _____

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

Novation Agreement

This Novation Agreement ("Novation Agreement") dated as of August 1, 2018, is entered into by and between Prehn Investments, LLC, a Wisconsin limited liability company, 413 Jefferson Street, Wausau Wisconsin 54403, ("Prehn") and Beachwind Limited Partnership, a Wisconsin limited partnership, 1105 Highland Park Blvd., Wausau, Wisconsin 54403 ("Beachwind"), and the City of Wausau, a Wisconsin municipal corporation, 407 Grant Street, Wausau, WI 54403 ("City").

WHEREAS, Prehn is a Wisconsin limited liability company whose members are Frederick C. Prehn and Linda E. Prehn, each holding a 50% membership interest; and

WHEREAS, Beachwind is a Wisconsin limited partnership whose partners consist of Frederick C. Prehn and Linda E. Prehn, each holding a 50% partnership interest; and

WHEREAS, Prehn and City entered into an Airport Ground Lease ("Ground Lease") dated July 10, 2018, a copy of which is attached hereto as Exhibit 1; and

WHEREAS, Prehn has subsequently determined it is in its best interests for Beachwind to serve as lessee under said Ground Lease; and

WHEREAS, Prehn has transferred all of its interest in the airplane hangar constructed on the Parcel which is the subject of the Ground Lease to Beachwind and has provided the City with a copy of the Bill of Sale; and

WHEREAS, the City recognizes Fredrick C. Prehn and Linda E. Prehn remain principal parties in said partnership and under such circumstances believes it is consistent with its interests to recognize Beachwind as the lessee under the Ground Lease.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements contained in the Ground Lease and this Novation Agreement, the parties agree as follows:

1. Novation Agreement. Beachwind shall be substituted for Prehn in and under the Ground Lease and shall acquire all the rights and become obligated to perform all the duties of Prehn that are hereby fully assigned and delegated to Beachwind. Beachwind undertakes full performance of the Ground Lease in the place of Prehn and makes a separate promise to faithfully and fully so perform. Beachwind ratifies all previous actions taken by Prehn with respect to the Ground Lease.

2. Release of Transferor from Liabilities. In consideration of this novation, Prehn shall be relieved of all obligations to perform under the Ground Lease and shall be fully relieved of liability to any other party to this Novation Agreement arising out of the Ground Lease.

3. Continuing Effect of Ground Lease. The Ground Lease shall remain in full force and effect, except as modified by this Novation Agreement.

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

Prehn Investments, LLC

By _____

Name: Frederick C Prehn

Title: Member

Beachwind Limited Partnership

By _____

Name: Frederick C Prehn

Title: Partner

City of Wausau

By _____

Name: Robert B. Mielke

Title: Mayor

BY _____

Name: Toni Rayala

Title: Clerk

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

Personally came before me this 7 day of September 2018, the above-named Robert B. Mielke, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lois A. Bauer
Notary Public, Wisconsin
My commission: 3/20/22

NOTARY PUBLIC
LOIS A. BAUER
STATE OF WISCONSIN

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

This instrument was acknowledged before me on this 5 day of September, 2018, by Frederick Prehn as member of Prehn Investments, LLC.

LORI A FENHAUS
Notary Public
State of Wisconsin

Lori A Fenhaus
Notary Public, Wisconsin
My commission: 4-12-19

This instrument was acknowledged before me on this 5 day of September, 2018, by Frederick Prehn as partner of Beachwind Limited Partnership.

LORI A FENHAUS
Notary Public
State of Wisconsin

Lori A Fenhaus
Notary Public, Wisconsin
My commission: 4-12-19

This instrument was drafted by Tara G. Alfonso, Assistant City Attorney for the City of Wausau.

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this 10th day of July, 2018, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Prehn Investments, LLC, a Wisconsin limited liability company, 413 Jefferson Street, Wausau, Wisconsin 54403, hereinafter referred to as "TENANT;"

WITNESSETH:

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

WHEREAS, the City of Wausau and Pediatric Dental Locums & Consulting, LLC, a Wisconsin limited liability company have entered into an Airport Ground Lease dated August 13, 2012, for certain real property described in "Exhibit A," hereinafter referred to as "Parcel," and TENANT wishes to assume ownership of the buildings and improvements constructed thereon for the storage of aircraft and other aeronautical purposes as described herein;

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

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

Any and all improvements constructed or maintained on the Parcel, now and in the future, must meet all applicable state and local building codes, and shall be approved by CITY. All improvements together with the Parcel are collectively referred to herein as "Premises." TENANT shall use the improvements and Premises for aeronautical purposes in accordance with the provisions of paragraph 34.

2. Lease Fees. TENANT shall pay to CITY for the lease of the Parcel $363.87 per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased Premises meters for all utilities to be used on the leased

Premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

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

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

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

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

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

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the

Airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

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

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

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

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

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

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

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by

anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised Premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

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

19. Obligations of CITY.

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

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

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

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

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

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

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased Premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying

the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from safely using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

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

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

If to TENANT: Prehn Investments, LLC
413 Jefferson Street
Wausau, WI 54403
Attn: Frederick C. Prehn, Registered Agent

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

34. Hangar Use.

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

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

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

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

C. Hangars shall not be used as a residence.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused an authorized representative to execute and deliver this Agreement as of the date first set forth above.

CITY:

CITY OF WAUSAU

BY _____
Robert B. Mielke, Mayor

BY _____
Toni Rayala, Clerk

TENANT:

Prehn Investments, LLC

BY _____
Frederick C. Prehn
Its: Sole Member

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

Personally came before me this 11 day of July, 2018, the above-named Robert B. Mielke, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lois A. Bauer
Notary Public, Wisconsin
My commission: 5/20/22

NOTARY PUBLIC LOIS A. BAUER STATE OF WISCONSIN

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

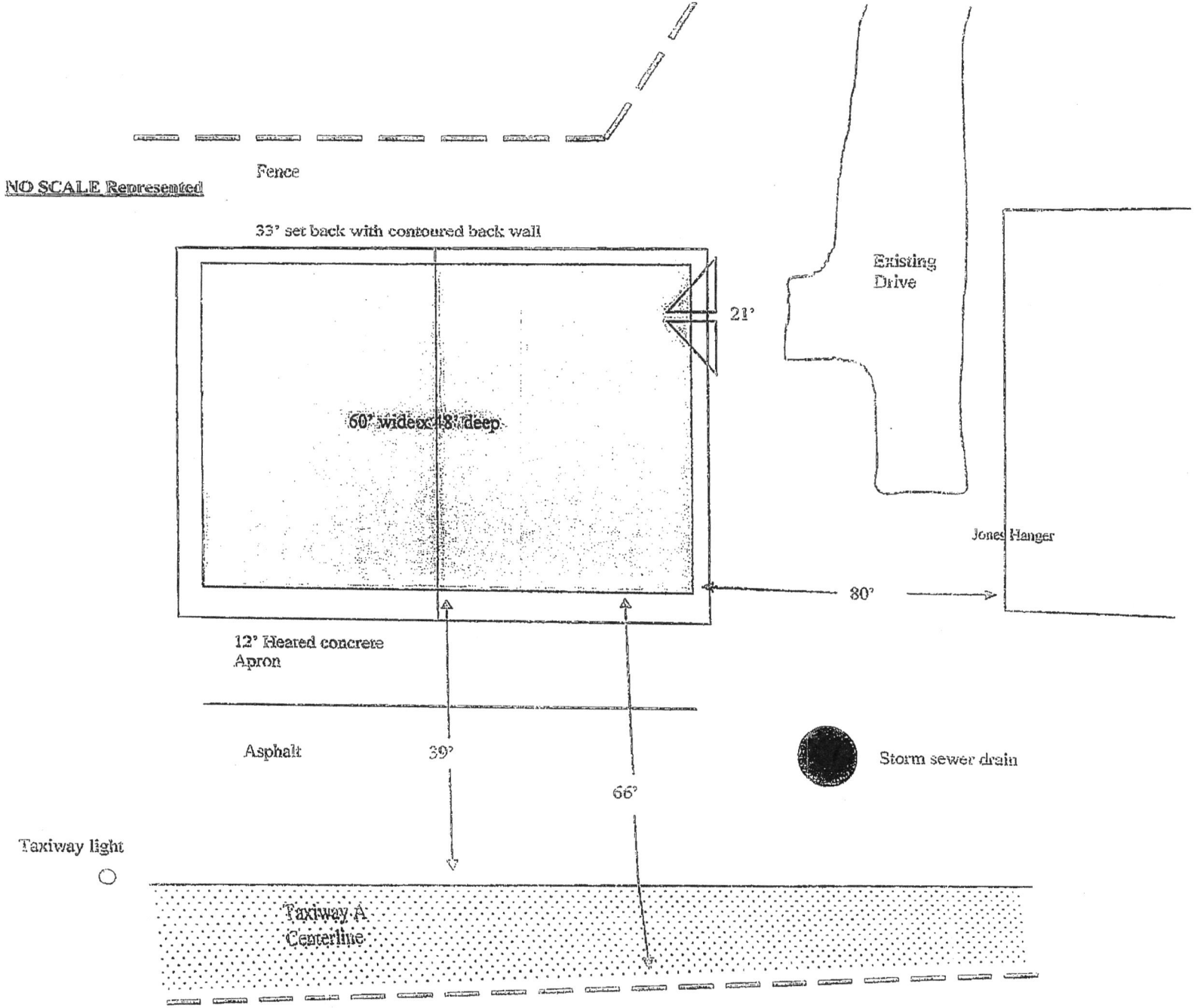
This instrument was acknowledged before me on this 4 day of June, 2018, by Frederick C. Prehn as Owner of Prehn Investments, LLC.

Lori A. Fenhaus
Notary Public, Wisconsin
My commission: 4-12-19

LORI A FENHAUS
Notary Public
State of Wisconsin

This instrument was drafted by Tara G. Alfonso, Assistant City Attorney for the City of Wausau.

EXHIBIT A


Fence
NO SCALE Represented
33' set back with contoured back wall
21'
Existing Drive
60' wide x 48' deep
Jones Hanger
80'
12' Heared concrete Apron
Asphalt
39'
66'
Storm sewer drain
Taxiway light
Taxiway A Centerline

# AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 2026 by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and A75N1, LLC, 725 Woods Place, Wausau, WI 54403, hereinafter referred to as "TENANT;"

WITNESSETH:

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

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

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

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

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

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

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (48' x 60') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages,

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

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

19. Obligations of CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from safely using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

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

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

If to TENANT: A75N1, LLC
725 Woods Place
Wausau, WI 54403

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

34. Hangar Use.

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

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

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

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

C. Hangars shall not be used as a residence.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2026.

[SIGNATURE PAGE FOLLOWS]

CITY:

CITY OF WAUSAU

BY_____
Doug Diny, Mayor

BY_____
Rachel Brown, City Clerk

TENANT:

A75N1, LLC

BY_____
John Chmiel

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

Personally came before me this_____day of_____, 2026, the above-named Doug Diny, Mayor, and Rachel Brown, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission:_____

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

Personally came before me this_____day of_____, 2026, the above-named John Chmiel 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

Exhibit A

Part of the Northeast ¼ of the Northeast ¼, Section 11, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 11; thence N 89°39'20" W, along the North line of said Northeast ¼, 446 feet; thence S 0°10'30" W, 153.25 feet to the point of beginning;

Thence continuing S 0°10'30" W, 80 feet; thence N 89°49'30" W, 58 feet; thence N 0°10'30" E, 80 feet; thence S 89°49'30" E, 58 feet to the point of beginning.

Part of 291-2807-111-0999
931 Woods Place

Novation Agreement

This Novation Agreement ("Novation Agreement") dated as of August 1, 2018, is entered into by and between Prehn Investments, LLC, a Wisconsin limited liability company, 413 Jefferson Street, Wausau Wisconsin 54403, ("Prehn") and Beachwind Limited Partnership, a Wisconsin limited partnership, 1105 Highland Park Blvd., Wausau, Wisconsin 54403 ("Beachwind"), and the City of Wausau, a Wisconsin municipal corporation, 407 Grant Street, Wausau, WI 54403 ("City").

WHEREAS, Prehn is a Wisconsin limited liability company whose members are Frederick C. Prehn and Linda E. Prehn, each holding a 50% membership interest; and

WHEREAS, Beachwind is a Wisconsin limited partnership whose partners consist of Frederick C. Prehn and Linda E. Prehn, each holding a 50% partnership interest; and

WHEREAS, Prehn and City entered into an Airport Ground Lease ("Ground Lease") dated July 10, 2018, a copy of which is attached hereto as Exhibit 1; and

WHEREAS, Prehn has subsequently determined it is in its best interests for Beachwind to serve as lessee under said Ground Lease; and

WHEREAS, Prehn has transferred all of its interest in the airplane hangar constructed on the Parcel which is the subject of the Ground Lease to Beachwind and has provided the City with a copy of the Bill of Sale; and

WHEREAS, the City recognizes Fredrick C. Prehn and Linda E. Prehn remain principal parties in said partnership and under such circumstances believes it is consistent with its interests to recognize Beachwind as the lessee under the Ground Lease.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements contained in the Ground Lease and this Novation Agreement, the parties agree as follows:

1. Novation Agreement. Beachwind shall be substituted for Prehn in and under the Ground Lease and shall acquire all the rights and become obligated to perform all the duties of Prehn that are hereby fully assigned and delegated to Beachwind. Beachwind undertakes full performance of the Ground Lease in the place of Prehn and makes a separate promise to faithfully and fully so perform. Beachwind ratifies all previous actions taken by Prehn with respect to the Ground Lease.

2. Release of Transferor from Liabilities. In consideration of this novation, Prehn shall be relieved of all obligations to perform under the Ground Lease and shall be fully relieved of liability to any other party to this Novation Agreement arising out of the Ground Lease.

3. Continuing Effect of Ground Lease. The Ground Lease shall remain in full force and effect, except as modified by this Novation Agreement.

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

Prehn Investments, LLC

By _____

Name: Frederick C Prehn

Title: Member

Beachwind Limited Partnership

By _____

Name: Frederick C Prehn

Title: Partner

City of Wausau

By _____

Name: Robert B. Mielke

Title: Mayor

BY _____

Name: Toni Rayala

Title: Clerk

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

Personally came before me this 7 day of September 2018, the above-named Robert B. Mielke, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lois A. Bauer
Notary Public, Wisconsin
My commission: 5/20/22

NOTARY PUBLIC
LOIS A. BAUER
STATE OF WISCONSIN

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

This instrument was acknowledged before me on this 5 day of September, 2018, by Frederick Prehn as member of Prehn Investments, LLC.

LORI A FENHAUS
Notary Public
State of Wisconsin

Lori A Fenhaus
Notary Public, Wisconsin
My commission: 4-12-19

This instrument was acknowledged before me on this 5 day of September, 2018, by Frederick Prehn as partner of Beachwind Limited Partnership.

LORI A FENHAUS
Notary Public
State of Wisconsin

Lori A Fenhaus
Notary Public, Wisconsin
My commission: 4-12-19

This instrument was drafted by Tara G. Alfonso, Assistant City Attorney for the City of Wausau.

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this 10th day of July, 2018, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Prehn Investments, LLC, a Wisconsin limited liability company, 413 Jefferson Street, Wausau, Wisconsin 54403, hereinafter referred to as "TENANT;"

WITNESSETH:

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

WHEREAS, the City of Wausau and Pediatric Dental Locums & Consulting, LLC, a Wisconsin limited liability company have entered into an Airport Ground Lease dated August 13, 2012, for certain real property described in "Exhibit A," hereinafter referred to as "Parcel," and TENANT wishes to assume ownership of the buildings and improvements constructed thereon for the storage of aircraft and other aeronautical purposes as described herein;

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

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

Any and all improvements constructed or maintained on the Parcel, now and in the future, must meet all applicable state and local building codes, and shall be approved by CITY. All improvements together with the Parcel are collectively referred to herein as "Premises." TENANT shall use the improvements and Premises for aeronautical purposes in accordance with the provisions of paragraph 34.

2. Lease Fees. TENANT shall pay to CITY for the lease of the Parcel $363.87 per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased Premises meters for all utilities to be used on the leased

Premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

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

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

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

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

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

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the

Airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

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

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

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

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

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

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

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by

anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised Premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

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

19. Obligations of CITY.

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

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

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

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

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

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

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased Premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying

the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from safely using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

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

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

If to TENANT: Prehn Investments, LLC
413 Jefferson Street
Wausau, WI 54403
Attn: Frederick C. Prehn, Registered Agent

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

34. Hangar Use.

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

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

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

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

C. Hangars shall not be used as a residence.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused an authorized representative to execute and deliver this Agreement as of the date first set forth above.

CITY:

CITY OF WAUSAU

BY _____
Robert B. Mielke, Mayor

BY _____
Toni Rayala, Clerk

TENANT:

Prehn Investments, LLC

BY _____
Frederick C. Prehn
Its: Sole Member

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

Personally came before me this 11 day of July, 2018, the above-named Robert B. Mielke, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lois A. Bauer
Notary Public, Wisconsin
My commission: 5/20/22

NOTARY PUBLIC LOIS A. BAUER STATE OF WISCONSIN

STATE OF WISCONSIN )
) ss.
COUNTY OF MARATHON )

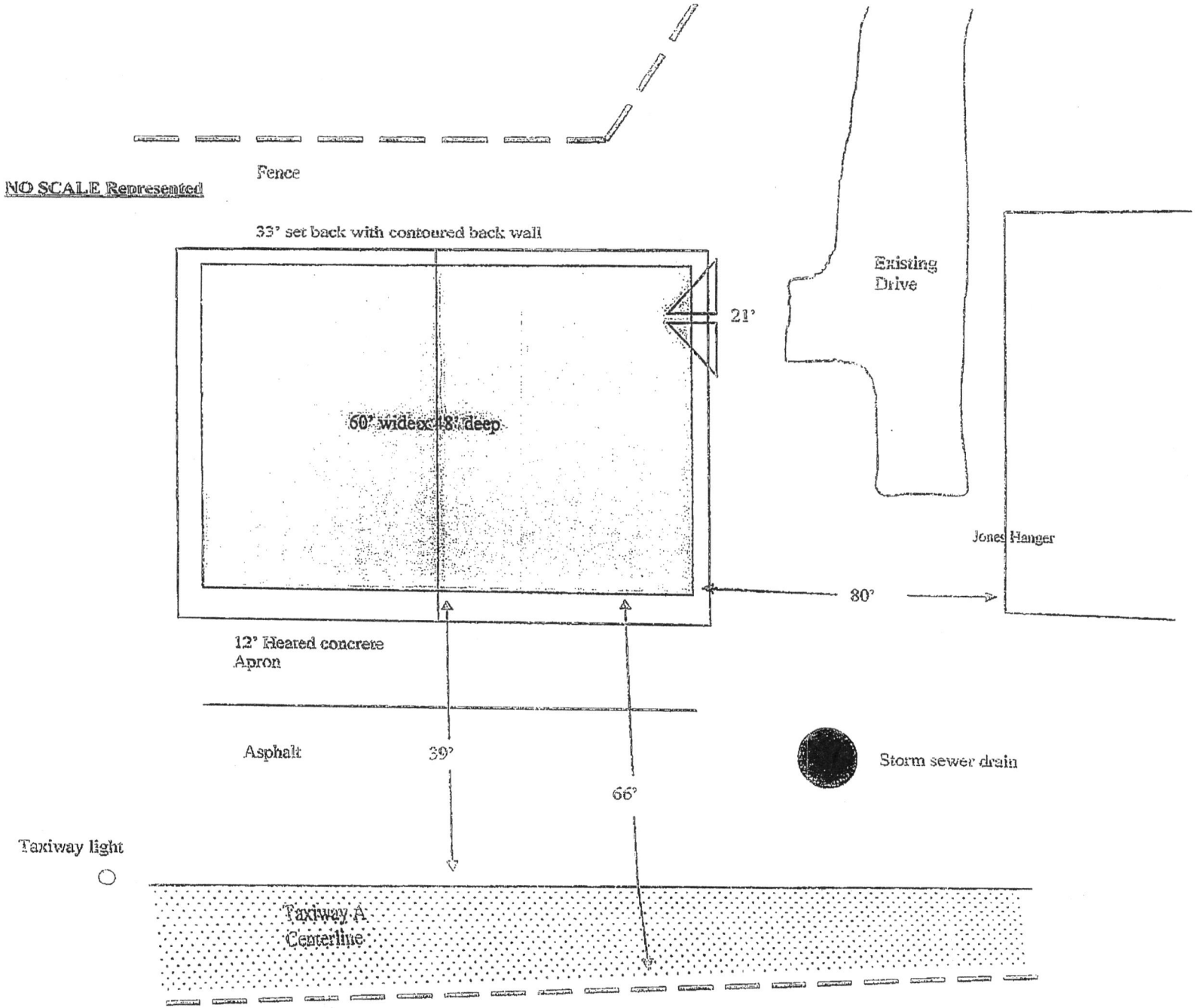
This instrument was acknowledged before me on this 4 day of June, 2018, by Frederick C. Prehn as owner of Prehn Investments, LLC.

Lori A. Fenhaus
Notary Public, Wisconsin
My commission: 4-12-19

LORI A FENHAUS
Notary Public
State of Wisconsin

This instrument was drafted by Tara G. Alfonso, Assistant City Attorney for the City of Wausau.

EXHIBIT A


Fence
NO SCALE Represented
33' set back with contoured back wall
21'
Existing Drive
60' wide x 48' deep
Jones Hanger
80'
12' Heared concrete Apron
Asphalt
39'
66'
Storm sewer drain
Taxiway light
Taxiway A Centerline

# WB-15 COMMERCIAL OFFER TO PURCHASE

Attorney

LICENSEE DRAFTING THIS OFFER ON May 19, 2026 [DATE] IS ~~(AGENT OF BUYER)~~ ~~(AGENT OF SELLER/LISTING FIRM)~~ (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

The Buyer, A75N1 LLC, a Wisconsin limited iability company or assigns,
offers to purchase the Property known as Leasehold interest and hangar (building) located at 931 Woods Place on parcel 291-2807-111-0999
[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-642, or attach as an addendum per line 668] in the City of Wausau, County of Marathon Wisconsin, on the following terms:

**PURCHASE PRICE** The purchase price is Two Hundred Eighty Four Thousand Nine Hundred Ninety-Nine and 00/100 ---------- Dollars ($ 284,999.00----------).

**INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items:

All personal property included in purchase price will be transferred by bill of sale or

**NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.**

**NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at lines 12-15) and the following: Seller's personal property

**CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

"Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

**CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

**BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before June 5, 2026. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

**CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

**ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

**CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

**CLOSING** This transaction is to be closed on or before July 8, 2026
at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

**CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.**

**EARNEST MONEY**

■ EARNEST MONEY of $ 0.00---------- accompanies this Offer.
If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ 0.00---------- will be mailed, or commercially, electronically or personally delivered within N/A days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____ N/A _____) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

**CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.**

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

**TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: none other _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and _____

_____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

**CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have rescission rights per Wis. Stat. § 709.05.**

"Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and bulges), basement or other walls.

b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells, fire safety, security or lighting.

c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving the Property or any Defect related to a joint well serving the Property.

d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously on the Property; LP tanks on the Property or any defects in such LP tanks.

g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the Property.

h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.

i. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements.

j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

k. Proposed, planned or commenced construction of public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.

l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to correct building code violations.

m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.

p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or insect infestations.

q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.

s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private rights–of–way and private easements, other than recorded utility easements; lack of legal access or access restrictions; restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.

t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.

u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.

w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or a comparable program.

y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

aa. Government investigation or private assessment/audit of environmental matters conducted.

bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties.

cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a pending property reassessment, remodeling that may increase the property's assessed value, or pending special assessments.

dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or additions to the Property that were made during the owner's period of ownership without the required permits.

ff. Rented items located on the Property or items affixed to or closely associated with the Property.

gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive sliding, settling, earth movement or upheavals.

**PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

**Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

_____

_____ **[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY: ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a _____ survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____.

STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

**CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.**

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

[X] **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

[X] Other Ground Lease

_____

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

[ ] **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-291), at (Buyer's) (Seller's) expense [STRIKE ONE] ("Buyer's" if neither is stricken), which discloses no Defects.

**NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.**

For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

**CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

■ RIGHT TO CURE: Seller (shall) (shall not) [STRIKE ONE] ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and:

(1) Seller does not have a right to cure; or

(2) Seller has a right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

**CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-642 or attach as an addendum per line 668.**

**INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

**NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.**

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

_____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

**CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).**

This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

**CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

**NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.**

■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have a right to cure; or

(2) Seller has a right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

**IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-642 or in an addendum attached per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.**

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

**NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.**

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

**CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____

_____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

**CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____

_____.

**CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.

☐ Current assessment times current mill rate (current means as of the date of closing).

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

☐ _____.

**CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

**TITLE EVIDENCE** TITLE EVIDENCE IS NOT REQUIRED.

■CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and

_____

_____

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

**WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.**

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-489).

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

**CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____

_____

_____. Insert additional terms, if any, at lines 620-642 or attach as an addendum per line 668.

[ ] **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than ____ days ("7" if left blank) before closing, estoppel letters dated within ____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

**DEFINITIONS**

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

**INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX ( [ ] ) are part of this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

**PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

**CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.**

**DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

**MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

**PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

**BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

**OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

**DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

**NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

**ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

**NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

**FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

**CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.**

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

**IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.

**IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

**COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

**Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

**ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer's obligation to purchase the Property is conditioned upon the City of Wausau's approval of (i) the sale of the Property to Buyer; and (ii) a new Airport Ground Lease between Buyer and the City of Wausau.

Personal property will be sold to Buyer in a separate transaction.

**TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a result of the exchange.

**DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 650-665.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 652 or 653.

Name of Seller's recipient for delivery, if any: Frederick C. Prehn

Name of Buyer's recipient for delivery, if any: John Chmiel

654 [ ] (2) Fax: fax transmission of the document or written notice to the following number:
655 Seller: (_____) _____ Buyer: (_____) _____
656 [ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
658 address at line 661 or 662.
659 [ ] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
661 Address for Seller: _____
662 Address for Buyer: _____
663 [X] (5) Email: electronically transmitting the document or written notice to the email address.
664 Email Address for Seller: fred@prehn.co
665 Email Address for Buyer: taildraggerflyer@yahoo.com
666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
668 [ ] **ADDENDA:** The attached _____ is/are made part of this Offer.
669 This Offer was drafted by [Licensee and Firm] Robert W. Zimmerman, Hurtado Zimmerman SC

670 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
671 sent via email. Funds wired to a fraudulent account are often impossible to recover.

672 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
673 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
674 communications are convincing and professional in appearance but are created to steal your
675 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
676 source.

677 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
678 calling a verified number of the entity involved in the transfer of funds. Never use contact
679 information provided by any suspicious communication.

680 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**
681 **verification of any wiring or money transfer instructions.**

682 Buyer Entity Name (if any): A75N1 LLC
683 (x) By: John P. Chmiel (Jun 2, 2026 13:40:00 CDT) Jun 2, 2026
684 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ John P. Chmiel Date ▲

685 (x) _____
686 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
687
688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): Beachwind Limited Partnership, a Wisconsin limited partnership
693 (x) By: Frederick prehn (Jun 2, 2026 08:09:13 CDT) Jun 2, 2026
694 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Frederick C. Prehn, Partner Date ▲

695 (x) By: _____
696 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

697 This Offer was presented to Seller by [Licensee and Firm] _____
698 _____ on _____ at _____ a.m./p.m.
699 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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

Ordinance from the Plan Commission Amending Municipal Code Title 23 Zoning Sections 23.03.05 Table of Land Uses, 23.03.14 Industrial Land Uses, and 23.06.06 Off-Street Parking and Traffic Circulation to Define and Create Regulations for Data Centers in the Zoning Ordinance.

**Committee Action:** Approved 5-0

**File Number:** 26-0706 **Date Introduced:** July 14, 2026

**Ordinance Number:** 61-4057-751

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

Add ( )

Section 1. That Section 23.03.05 Table of land uses is hereby amended to read as follows:

23.03.05 Table of land uses.

The Table of Land Uses on the following pages is provided as a convenience for the City and the general public. Where there are conflicts between the text of this title and the Table of Land Uses, the text shall prevail.

| . . . | **Medium Industrial (MI)** | **Heavy Industrial (HI)** | . . . | **Land Uses Permitted: Refer to the detailed definitions and requirements listed for each land use on the following pages.**<br><br>**P: By Right**<br>**C: By Conditional use permit**<br>**P/C: Refer to specific requirements for that land use to determine if a Conditional use permit is required** |
|---|---|---|---|---|
| | | | | . . . |
| | | | | **Industrial Land Uses (§ 23.03.14)** |
| | P | P | | Light Industrial |
| | | P | | Heavy Industrial |

| | | | | |
|---|---|---|---|---|
| | C | P | | Production Greenhouse |
| | C | C | | Indoor Food Cultivation and Farming |
| | C | P | | Indoor Food Production and Processing |
| | C | C | | Data Center |
| | | | | . . . |

Section 2. That Section 23.03.14 Industrial land uses is hereby amended to read as follows:

23.03.14 Industrial land uses.

. . .

(6) Data Center: A completely enclosed facility that houses technology infrastructure such as servers, storage, and networking equipment to process, manage, and store data. Supporting equipment typically includes cooling systems, power infrastructure and generation, and security systems for on-site activities.

Regulations:

(a) In addition to the application requirements in section 23.10.32(4), applicants shall submit the following information:

a. A water consumption and thermal management report which describes the following:

i. The proposed cooling system for the Data Center and whether the Data Center will be water-cooled or air-cooled.

ii. The estimated amount of total water that will be used by the proposed Data Center per calendar year, along with a monthly breakdown of projected water demand for each month within the year.

b. A wastewater management report showing the projected amount of wastewater the Data Center is expected to generate per calendar year.

c. A sound study indicating the baseline amount of noise at the project site and the nearest residential zoned area. The study shall also include a model of the estimated amount of noise on the project site and the nearest residential zoned area.

d. An energy service report which estimates the annual and monthly demand for electric, natural gas utility services, and fiber, and assesses the future energy needs for the proposed project.

e. A list of all state and federal permits required to construct and operate a Data Center. Applicant shall indicate whether they have obtained, applied for, or when they plan to apply for any necessary state or federal permit.

(b) Sustainability Plan. Applicants shall prepare and submit a sustainability plan for each proposed Data Center which must outline policies and steps Applicant will take to mitigate the impact of the Data Center's energy and water consumption on local supply.

(c) A traffic study may be required at the request of the Zoning Administrator or Plan Commission.

(d) All activities, except loading and unloading, shall be conducted entirely within the confines of a building.

(e) Minimum required parking: One space per each employee on the largest work shift.

Section3. That Section 23.06.06 Off-street parking and traffic circulation is hereby amended to read as follows:

. . .

Figure 23.06.06a: Number of Off-Street Parking Spaces Required by Land Use

| **Land Use** | | **Minimum Number of Off-Street Parking Spaces Required** | **Maximum Number of Off-Street Parking Spaces Permitted** |
|---|---|---|---|
| **Industrial** | . . . | . . . | . . . |
| | Light Industrial | 1 space per each employee on the largest work shift, plus 1 space per company vehicle normally stored or parked on the premises | 150% of the minimum parking requirement |
| | Heavy Industrial | 1 space per each employee on the largest work shift | 150% of the minimum parking requirement |
| | Production Greenhouse | 1 space per each employee on the largest work shift | 150% of the minimum parking requirement |
| | Indoor Food Cultivation and Farming | 1 space per each employee on the largest work shift | 150% of the minimum parking requirement |
| | Indoor Food Production and Processing | 1 space per each employee on the largest work shift | 150% of the minimum parking requirement |
| | Data Center | 1 space per each employee on the largest work shift | 150% of the minimum parking requirement |
| | . . . | . . . | . . . |

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall be in full force and effect on the day after its publication.

| | | |
|---|---|---|
| Adopted: | 7/14/2026 | Approved: |
| Approved: | 7/15/2026 | |
| Published: | 7/22/2026 | |
| Attest: | 7/15/2026 | |

Doug Diny, Mayor

Attested:

Rachel Brown, City Clerk

Date: June 16, 2026

To: Plan Commission

From: Carrie Edmondson, AICP, Assistant City Planner

**RE: Zoning Ordinance Amendment - Amending Sections 23.03.05 Table of Land Uses, 23.03.14 Industrial Land Uses and 23.06.06 Off-Street Parking and Traffic Circulation to define and create regulations for data centers**

Staff is initiating this item because data center uses are not currently defined or regulated in the City of Wausau Zoning Code. Following preliminary Plan Commission discussion in April and additional staff research, the attached zoning code amendment is being proposed.

Wausau Municipal Code Chapter 23.10.30(4)(b) requires that staff make the analysis outlined below to assist the Plan Commission in making their recommendation to the Common Council:

1. Advances the purposes of this title as outlined in section 23.01.03.

   The amendment supports a balanced mix of land uses while ensuring that intensity and density remain compatible with surrounding neighborhood scale. By defining data centers and requiring the submission of information related to water, wastewater, energy demand, and sound, both staff and the Plan Commission will be able to evaluate whether proposed facilities can be supported by existing utilities and whether they align with the City's goals and objectives related to energy conservation and natural resource protection.

2. Advances the purposes of the general article in which the amendment is proposed to be located.

   The purpose of the article is to establish zoning districts and ensure that land uses are compatible with each district and consistent with the Comprehensive Plan. The proposed use as it is proposed to be defined and outlined meets these objectives.

3. Advances the purposes of the specific section in which the amendment is proposed to be located.

The data center land use as defined is consistent with the intent of both the Medium Industrial (MI) and Heavy Industrial (HI) districts where the use is proposed to be conditionally permitted. The Medium Industrial district is geared towards indoor industrial activities that do not create a nuisance for neighboring properties. The Heavy Industrial (HI) district allows more intense industrial uses that might have potential nuisance or hazard generation. Each application would be evaluated individually for compatibility with the applicable zoning district.

4. Is in harmony with the Comprehensive Plan.

The Comprehensive Plan outlines economic development objectives such as:

*Objective 1: Stimulate community and economic growth and development, supporting business expansion and retention in competitive sectors.*

And land use objectives such as:

*Objective 1: Maintain a harmonious balance of existing land uses within the City.*

The proposed amendment supports these objectives by allowing data center proposals to be reviewed through the conditional use permit process. This ensures that their compatibility with surrounding land uses and their utility demands are evaluated on a case-by-case basis.

5. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.

Locating data centers within the MI and HI districts provides an appropriate setting for this use. Required utility reports will help ensure that development intensity and infrastructure demand align with available resources and serve the City's best interests.

6. Addresses any of the following factors that may not be addressed in the current zoning text:
    a. A change in the land market, or other factors which require a new form of development, a new type of land use, or a new procedure to meet said change(s).
    b. New methods of development or types of infrastructure.
    c. Changing governmental finances to meet the needs of the government in terms of providing and affording public services.
    d. Any other factor deemed appropriate by the City.

Data centers have become more common nationwide since the early 2020's. Because the City's zoning ordinance was adopted in 2020, it does not address this increasingly prevalent use. Establishing a clear definition and regulatory framework will better position the City to evaluate these facilities as they arise.

In summary, staff is submitting the attached zoning ordinance amendment for the Plan Commission's review in making its recommendation to the Common Council.

**OFFICIAL MINUTES**
REGULAR MEETING

**MEETING:** Plan Commission
**DATE/TIME:** Tuesday, June 16, 2026, at 5:00 PM
**LOCATION:** Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

**MEMBERS:**

| | |
|---|---|
| Mayor Doug Diny (C) | George Bornemann |
| Sarah Watson | Bruce Bohlken |
| Bruce Trueblood | Eric Lindman |
| Andrew Brueggeman | |

Members Present: Doug Diny, Sarah Watson, George Bornemann, Bruce Bohlken, Bruce Trueblood
Members Not Present:
Members Excused: Eric Lindman, Andrew Brueggeman
Present 5, Not Present 0, Excused 2

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:02 PM.

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

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

**April 21, 2026** Regular Plan Commission Minutes

Motion by Member Bohlken, seconded by Commission Member Bornemann, to approve Regular Plan Commission Minutes. Motion Passed 5-0.

**3 Public Hearing.**

**a.** Discussion on approving a Conditional Use Permit for 1740 Business Highway 51, 1820 Business Highway 51, and 1735 Merrill Avenue to allow Vehicle Sales use in the Suburban Mixed-Use (SMU) Zoning District (LeadCar Wausau, Inc)

Chair Diny opened the public hearing.
A representative from LeadCar Wausau, Inc explained the proposed project of a car dealership and clarified that the Merrill Ave lot will be for staff parking and overflow inventory. Sales and traffic will be done from a lot facing Business Highway 51
Amanda Nitzsche, 1740 Merrill Ave, expressed concerns on congestion, traffic flow and safety, construction noise, light pollution, and a potential decrease in property value.
Chair Diny closed the public hearing.

**b.** Discussion on rezoning 1010 S 16th Avenue from a (SR-5) Single-Family Residential – zoning district, to a PUD, Planned Unit Development zoning district to allow for expansion of a commercial business (Brass Properties, LLC)

Chair Diny opened the public hearing.
Brandon from Brass Properties/ThunderLube provided a description of the project. The following people commented their concerns about the project. Citing increased neighborhood traffic, pedestrian and child safety and commercial activity encroaching on a residential neighborhood as concerns. All commenters were against the rezoning.
David Burna, 1600 Sheridan Road
Gordy Burna, 1600 Sheridan Road
Douglas Burna, 1600 Sheridan Road

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Commenter, 1009 S 16th Avenue
Sherry Burna, 1600 Sheridan Road
A written comment from Marcia Niewlony, 16th Ave, opposed to the rezone was also received.
Chair Diny closed the public hearing.

## 4 Discussion and Possible Action.

**a.** Approving rezoning 1010 S 16th Avenue from a (SR-5) Single-Family Residential – 5 zoning district, to a PUD, Planned Unit Development zoning district to allow for expansion of a commercial business (Brass Properties, LLC)

Edmondson explained the application, project and reviewed the staff memo. Bornemann asked the applicant to describe the general traffic pattern. Applicant clarified that most traffic uses Rosecrans Street due to the ability to travel north or south on 17th Ave and clarified that the lot will only be staff parking with no lights. Trueblood inquired about trash service. Applicant explained that this will allow easier access for trash collection and avoid missed weeks due to snow or vehicle blocking the current receptacle. Trueblood asked what type of fencing the parking lot will have. Applicant explained fencing, grass and trees will surround the parking lot. Trueblood asked about a traffic study or any data that exists. Lenz explained that staff checked the DOT website and they did not have data for Sheridan as it is a local neighborhood street.

Motion by Member Bohlken, seconded by Commission Member Bornemann, to approve rezoning 1010 S 16th Avenue from a (SR-5) Single-Family Residential – 5 zoning district, to a PUD, Planned Unit Development zoning district to allow for expansion of a commercial business (Brass Properties, LLC). Motion Passed 4-1, with Alderperson Trueblood opposed.

## 5 Public Hearing.

**a.** Discussion on amending sections 23.03.05 Table of Land Uses, 23.03.14 Industrial Land Uses, and 23.06.06 Off-Street Parking and Traffic Circulation to define and create regulations for data centers in the zoning ordinance

Chair Diny opened the public hearing.
Mary Kluz, 127 Kent St, appreciates the pro-activeness of the Plan Commission and asked that they take their time and listen to residents before making a decision. Shared common concerns of data centers which include increased water use, increased utility use, increased noise and environmental concerns. Suggested consulting with SEEC and having a well publicized conversation.
Les Bearstail, Wausau, spoke against the development of data centers and asked that the code amendment build in protections against the negative impacts of data centers.
Jay Coldwell, 1508 Merrill Ave, pointed out that there are various sizes of data centers, which can be used to support small businesses, but asked that the commission draws a line in the sand that they will not consider a data center greater than a certain size and that Wausau take a regional leadership position in this topic.
Andrew Passehl, 1221 S 7th St, spoke in favor of code amendments that create control and limit data centers. Asked that the commission consider adding a provision in the application that would require a plan for what happens if the data center shuts down.
Chair Diny closed the public hearing.

## 6 Discussion and possible action.

**a.** Amending sections 23.03.05 Table of Land Uses, 23.03.14 Industrial Land Uses, and 23.06.06 Off-Street Parking and Traffic Circulation to define and create regulations for data centers in the zoning ordinance

Edmondson explains that these changes would limit the possibility of a data center to two zoning districts (Medium and Heavy Industrial) in the city in which there is limited land availability and requires a conditional use permit to be approved by the commission. Edmondson clarified that this would not change the zoning of properties where a data center would be an ancillary use, like a large hospital with an onsite data center. These changes are for projects where a data center is the principal use for the property. Trueblood supports this

DRAFT

as a jumping off point with a frequent review of the ordinance in an effort to keep up with technology changes. Edmondson stated that if there is a desire to create an ordinance that is stricter, she would recommend only allowing a conditional use permit in heavy industrial which would limit the land availability even more. Edmondson clarified that these changes create a much more intensive application process than currently exists and allows the commission to have more information like a sustainability plan and water usage.

Motion by Alderperson Watson, seconded by Member Bohlken, to approve amending sections 23.03.05 Table of Land Uses, 23.03.14 Industrial Land Uses, and 23.06.06 Off-Street Parking and Traffic Circulation to define and create regulations for data centers in the zoning ordinance. Motion Passed 5-0.

**b.** Approve Meeting-in-a-Box Template - public engagement Wausau Comprehensive Plan

Edmondson shared the meeting in a box template that staff intends to use in the Comprehensive Plan process. Trueblood asked to add "other comments not covered" to the end in order to capture any additional comments. Edmondson will add that to the template.

Motion by Alderperson Watson, seconded by Commission Member Bornemann, to approve Meeting-in-a-Box Template - public engagement Wausau Comprehensive Plan. Motion Passed 5-0.

## 7 Discussion.

## 8 Adjournment.

Motion by Alderperson Watson, seconded by Member Bohlken, to adjourn. Motion carried. Meeting adjourned at 06:32 PM.

**The recording of this meeting may be viewed on YouTube [@CityofWausauMeetings]**

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

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

Resolution from the Infrastructure & Facilities Committee Approving Renewal of the Stormwater Memorandum of Agreement with Surrounding Municipalities.

**Committee Action:** Approved 3-0

**File Number:** 07-0908 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| COSTS | *Budget Neutral:* | *YES [X]* | *NO [ ]* | | |
| | *Included in Budget:* | *YES [ ]* | *NO [X]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [X]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [X]* | *Amount:* | |
| SOURCE | *Fee Financed:* | *YES [ ]* | *NO [X]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [X]* | *Amount:* | |
| | *Debt Finance:* | *YES [ ]* | *NO [X]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [X]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS**, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or ground waters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

**WHEREAS**, the goal of the WPDES Stormwater Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

**WHEREAS**, the City of Wausau owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

**WHEREAS**, the Memorandum of Agreement is among Marathon County; the City of Wausau; the Villages of Kronenwetter, Rothschild, Weston and Rib Mountain, and

**WHEREAS**, the purpose of the Memorandum of Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirements of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

**WHEREAS**, the Memorandum of Agreement will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code.

**NOW THEREFORE BE IT RESOLVED**, the Common Council of the City of Wausau hereby authorizes and executes a Memorandum of Agreement among Marathon County; the City of Wausau; the Villages of Kronenwetter, Rothschild, Weston and Rib Mountain.

Approved:

_____

Doug Diny, Mayor

**Engineering**
**Thomas Niksich, Engineering Technician**

**DATE:** July 14, 2026
**TO:** Infrastructure & Facilities Committee
**SUBJECT:** **07-0908** Resolution from the Infrastructure & Facilities Committee Approving Renewal of the Stormwater Memorandum of Agreement with Surrounding Municipalities.

## PURPOSE

Discussion and possible action on renewing the Stormwater Memorandum of Agreement with surrounding municipalities.

## BACKGROUND

Marathon County owns facilities throughout the County in various municipalities. The county owned facilities are required to meet Wisconsin Department of Natural Resources stormwater regulations. Rather than adopt its own stormwater ordinance, Marathon County has elected to comply with the applicable stormwater ordinances in each of the municipalities with county owned facilities. The agreement between Marathon County and neighboring communities (City of Wausau; Villages of Weston, Kronenwetter, and Rothschild; and Town of Rib Mountain) holds Marathon County responsible for meeting DNR and municipal stormwater regulations. The agreement also works to achieve uniform stormwater requirements throughout the participating communities and an effort to collaborate to implement a single information and outreach stormwater program. The current Memorandum of Agreement is set to expire on December 31, 2026.

## RECOMMENDATION

Staff recommends approval of the Memorandum of Agreement

# MEMORANDUM OF AGREEMENT

## BETWEEN MARATHON COUNTY, THE CITY OF WAUSAU, THE VILLAGES OF WESTON, KRONENWETTER, ROTHSCHILD, AND RIB MOUNTAIN

### I. PURPOSE

THIS MEMORANDUM OF AGREEMENT is entered into for the purpose of minimizing discharge of pollutants carried by stormwater runoff and to develop and implement a single information and outreach program for all participating municipalities. The Agreement allows the parties to work together on a program that meets permit requirements of Wis. Admin. Code NR 216.

### II. TERM OF AGREEMENT

This Agreement shall run January 1, 2027 to December 31, 2032. The terms of the Agreement may be reviewed and amended if necessary. This Agreement may be terminated by any party on thirty (30) days written notice to the group, subject only to the payment of any obligations due to the group under this Agreement up to the point of said termination.

### III. APPLICABILITY

The process defined by this MOA addresses the requirements of Section 402 of the Federal Clean Water Act and the Storm Water Discharge Permit Program under Wis. Admin. Code NR 216. Through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, the DNR regulates municipal, industrial, and animal waste operations discharging water to surface or groundwaters.

### IV. SUMMARY OF THE PERMIT PARTNERSHIP PROCESS

Each of the participating municipalities and Marathon County will hold a municipal separate storm sewer system (MS4) permit. Marathon County will be responsible for achieving and maintaining compliance of its MS4 eligible facilities within each community.

### V. PROGRAM SUMMARY

The program is designed to fulfill the permit requirements 1-9 as defined in of Wis. Admin. Code NR 216.07 as efficiently and effectively as possible through intergovernmental cooperation.

### VI. ALLOCATION OF RESPONSIBILITY

For and in consideration of the terms and conditions in this Memorandum of Agreement, Marathon County and the participating municipalities have the following responsibilities:

1. **PUBLIC EDUCATION AND OUTREACH**

   **Marathon County will:**

   - Coordinate the development and updates of the Wausau Urban Area Stormwater Education and Outreach Plan and future plan updates at no cost to the municipalities;
   - Coordinate the implementation of the Wausau Urban Area Stormwater Education and Outreach Plan.

   **The municipalities will:**

   - Appoint one representative to the Northcentral Wisconsin Stormwater Coalition;
   - Contribute towards costs of development, reproduction and distribution of educational materials (each community will contribute an equal share of the cost);

- Make available rooms for public informational meetings as necessary.

**2. PUBLIC INVOLVEMENT AND PARTICIPATION**

**Marathon County will:**

- Develop and maintain a stormwater management website at no cost to the municipalities;
- Public notice all meetings of the Northcentral Wisconsin Stormwater Coalition and any public informational meetings hosted by Marathon County.

**The municipalities will:**

- Public notice all meetings hosted by the municipality;
- Contribute towards costs of public notices, meetings, and other public involvement and participation activities (each community will contribute an equal share of the cost).

**3. ILLICIT DISCHARGE DETECTION AND ELIMINATION**

**Marathon County will:**

- Assist the participating municipalities to develop and update as necessary, municipal illicit discharge ordinances in accordance with NR 216;
- Comply with municipal illicit discharge ordinances as they apply to MS4 eligible County facilities;
- Pay actual sampling and field screening costs of outfalls serving county owned facilities;
- Follow appropriate procedures to eliminate illicit discharges as defined by Wisconsin Department of Natural Resources regulations or other sources of non-storm water on MS4 eligible County facilities.

**The municipalities will:**

- Adopt and update as necessary, a municipal illicit discharge ordinance;
- Conduct field screening analysis for illicit connections and discharges at all municipal and county outfalls within their respective MS4 boundaries;
- Follow the procedures to eliminate illicit discharges as defined by Wisconsin Department of Natural Resources regulations or other sources of non-storm water on municipal facilities.

**4. CONSTRUCTION SITE POLLUTION CONTROL**

**Marathon County will:**

- Assist the participating municipalities to develop and update as necessary, municipal construction site erosion control ordinances in accordance with NR 216;
- Comply with municipal construction site erosion control ordinance as they apply to MS4 eligible County facilities as defined in NR 216.

**The municipalities will:**

- Adopt and update as necessary, a municipal construction site erosion control ordinance.

**5. POST-CONSTRUCTION SITE STORM WATER MANAGEMENT**

**Marathon County will:**

- Work with the participating municipalities to develop and update as necessary, post construction storm water management ordinances in accordance with NR 216;
- Comply with municipal post construction storm water management ordinance as they apply to MS4 eligible County facilities as defined in NR 216.

**The municipalities will:**

- Adopt and update as necessary, a municipal post construction storm water management ordinance.

**6. POLLUTION PREVENTION**

**Marathon County will perform the following tasks on MS4 eligible county owned facilities to the specifications of the individual municipalities in which the facilities exist:**

- Install and maintain source area controls and regional best management practices;
- Roadway maintenance including street sweeping and de-icer management;
- Collection and management of leaf and grass clippings;
- Management of county garages, storage areas and other potential sources of pollution;
- Management of the application of lawn and garden fertilizers on county controlled properties in accordance with s. NR 151.13 (1) (b) 3;
- Implement inspection, surveillance and monitoring procedures necessary to determine compliance and noncompliance with municipal permit conditions;
- Conduct an assessment of the actions taken using a pollutant loading analysis model (SLAMM).

**The municipalities will perform the following tasks on municipal facilities:**

- Install and maintain source area controls and regional best management practices;
- Roadway maintenance including street sweeping and de-icer management;
- Collection and management of leaf and grass clippings;
- Management of municipal garages, storage areas and other municipal sources of pollution;
- Management of the application of lawn and garden fertilizers on municipal controlled properties in accordance with s. NR 151.13 (1) (b) 3;
- Implement inspection, surveillance and monitoring procedures necessary to determine compliance and noncompliance with permit conditions;
- Conduct assessments of the actions taken using a pollutant loading analysis model (SLAMM) on municipal MS4 facilities within their respective MS4 boundaries.

**7. STORM SEWER SYSTEM MAP**

**Marathon County will:**

- Identify and map MS4 eligible county owned facilities and outfalls as defined in NR 216;
- Provide the municipalities with geographical data of county owned MS4 eligible facilities and outfalls.

**The municipalities will:**

- Identify and map municipal facilities and outfalls;

- Include and identify (label) county owned facilities and outfalls in required storm sewer system map.

**8. ANNUAL REPORT**

**Marathon County will:**

- Coordinate the development of standardized yearly reporting by the municipalities.

**The municipalities will:**

- Include and identify (label) county owned facilities and outfalls in required yearly reporting.

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

Resolution from the Economic Development Committee Approving a Planning Option Agreement with CD Smith Company for 8104 Enterprise Drive in the Business Campus.

**Committee Action:** Approved 4-0

**File Number:** 26-0703 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| | *Budget Neutral:* | *YES [X]* | *NO [ ]* | | |
| COSTS | *Included in Budget:* | *YES [ ]* | *NO [ ]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS,** the City of Wausau owns Site 23 within the Wausau Business Campus, identified as Parcel No. 291-2906-362-0949 and commonly known as 8104 Enterprise Drive; and

**WHEREAS,** on July 7, 2026, the Economic Development Committee reviewed and approved the requested Planning Option Agreement for Site 23 within the Wausau Business Campus; and

**WHEREAS,** CD Smith Company has informed the City that it intends to submit a proposal in response to a Request for Proposals issued by the Wisconsin Department of Administration, Division of Facilities and Transportation Services, for the development of a Department of Justice office and laboratory facility serving the Greater Wausau area; and

**WHEREAS,** CD Smith Company has requested a Planning Option Agreement for Site 23 in order to demonstrate site availability and complete project planning and due diligence activities associated with its proposal; and

**WHEREAS,** the proposed Planning Option Agreement would provide CD Smith Company with an exclusive period to evaluate and reserve the property while the State procurement process is completed; and

**WHEREAS,** approval of the Planning Option Agreement does not obligate the City to sell the property, enter into a development agreement, provide financial assistance, or approve any future development proposal; and

**WHEREAS,** any future request involving the sale or development of the property would be subject to separate review and approval by the Economic Development Committee and Common Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the Planning Option Agreement between the City of Wausau and CD Smith Company for Site 23 within the Wausau Business Campus is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are authorized to execute the Planning Option Agreement and any related documents necessary to carry out the intent of this Resolution.

Approved:

_____

Doug Diny, Mayor

# MEMO

TO: Economic Development Committee
FROM: Patrick Gatterman, Economic Development Manager
DATE: 07/07/2026
RE: Planning Option for 8104 Enterprise Drive for CD Smith Construction Corporation.

---

CD Smith Construction Corporation (CD Smith) has requested a Planning Option Agreement for 8104 Enterprise Drive (Site 23) in the Wausau Business Campus. The request is due to a recently issued Request for Proposals (RFP) by the Wisconsin Department of Administration (DOA), Division of Facilities and Transportation Services (DFTS), seeking approximately 28,600 rentable square feet of office and laboratory space, along with 70 parking stalls, for use by the Wisconsin Department of Justice (DOJ). The facility is proposed to serve the Greater Wausau area and would be leased by the State under a long-term lease structure.

CD Smith intends to respond to the State's RFP as the developer, owner, and operator of the proposed facility. In order to submit a competitive proposal, CD Smith is seeking a Planning Option for Site 23 to demonstrate site availability and control as part of its response to the State procurement process. CD Smith recently completed a similar State crime laboratory facility project in Wauwatosa through a comparable procurement process.

The proposed Planning Option would grant CD Smith exclusive rights to evaluate and reserve 8104 Enterprise Drive (Site 23) through December 31, 2026. During the option period, the City would agree not to market or sell the property to another party, allowing CD Smith sufficient time to prepare and submit its proposal to the State and, if selected, negotiate the terms of a future lease with the State of Wisconsin.

The Planning Option would be issued for a fee of $10.00 and would permit CD Smith Company to conduct customary due diligence activities at its sole expense. Any invasive testing or site disturbance would require prior written approval from the City.

Unlike previous planning options approved by the City, this request is not intended to lead directly to a Development Agreement. Approval of the Planning Option would simply reserve the property while the State procurement process is completed. If CD Smith is ultimately selected by the State and elects to proceed with development of the facility, any future land sale, purchase agreement, incentives, development agreement, or related approvals would be brought back to the Economic Development Committee and Common Council for separate consideration.

# PLANNING OPTION AGREEMENT

THIS PLANNING OPTION AGREEMENT (this "Agreement") is made and entered into as of the 7th day of July 2026, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation established pursuant to Chapter 66, Wis. Stats., having its office at 407 Grant Street, City Hall, Wausau, Wisconsin 54401 (hereinafter "CITY") and **C.D. SMITH CONSTRUCTION** CORPORATION, a Wisconsin Corporation, with its principal address of 125 Camelot Drive, Fond du Lac WI 54935 (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, CITY owns certain real property and improvements located at 8104 Enterprise Drive, Wausau Wisconsin, 54401 with Pin No 291-2906-362-0949 (the "Property"); and

WHEREAS, DEVELOPER has requested a period of time to complete all desired due diligence necessary to determine the physical and financial feasibility of certain redevelopment activities at the Property (the "Project"); and

WHEREAS CITY desires to see the Property redeveloped in order to generate economic activity and tax base for the community; and

WHEREAS, depending on a determination by both parties of the economic and land use compatibility of the proposed Project, CITY is willing to negotiate a sale of the Property to DEVELOPER.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

1. **Planning Option.**

   (a) CITY hereby grants to DEVELOPER (and any entity that is approved by the City of Wausau as a successor or assign) an exclusive period from the date hereof through December 31, 2026 to complete, at DEVELOPER's sole cost, any desired due diligence and feasibility studies relating to the Property and the Project (the "Planning Option"). The price of the Planning Option shall be Ten Dollars ($10.00). The Planning Option may be extended for an additional period of six (6) months upon written notice to CITY prior to expiration for an additional fee of Ten Dollars ($10.00) (such fee is non-refundable except as set forth below).

   (b) CITY, during the period of the Planning Option or any extension thereof, agrees not to sell the Property and agrees that DEVELOPER has exclusive rights to the purchase and development of the Property during such period.

(c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided however, that: (i) any destructive or invasive testing shall require CITY'S advance written consent; (ii) prior to conducting any activities on the Property, DEVELOPER agrees to provide CITY with proof of liability insurance reasonably acceptable to CITY; and (iii) DEVELOPER agrees to promptly repair any damage DEVELOPER causes. CITY shall make available all known environmental reports in CITY'S possession.

(d) During the Planning Option, CITY shall make good faith efforts to coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

(e) CITY will transfer the Property to DEVELOPER in its "AS-IS" condition for $12,500/acre pursuant to the terms of an executed Agreement.

(f) The Project will be compliant with existing zoning. This Agreement does not supersede existing zoning and it does not guarantee or imply that any proposed uses that are not currently permitted by existing zoning will e authorized or that the regular design review processes can be avoided.

2. **Termination.** In the event DEVELOPER determines that the proposed Project is not feasible, or otherwise does not desire to move forward, DEVELOPER shall terminate this Agreement by providing CITY with written notice thereof. In the event DEVELOPER provides no notice to proceed prior to the expiration of the Planning Option, this Agreement shall automatically terminate. CITY shall have the option to terminate this Agreement, with or without cause, upon at least thirty (30) days' written notice and, if without cause, CITY shall refund any payments made to CITY for the Planning Option.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**CITY**

CITY OF WAUSAU

a Wisconsin municipal corporation

By: _____

Doug Diny, Mayor

By: _____

Rachel Brown, Clerk

**DEVELOPER:**

CD SMITH CONSTRUCTION

a Wisconsin Corporation

By: _____

, President

C.D. SMITH CONSTRUCTION

06.08.2026

City of Wausau
Attn: Patrick Gatterman
Economic Development Manager
407 Grant Street
Wausau, WI 54403

**Subject: Planning option for site 23 in the Wausau Business Campus**

Dear Patrick:

The State of Wisconsin's Department of Administration (DOA), Division of Facilities and Transportation Services (DFTS) published an RFP as they desire to lease approximately 28,600 rentable square feet of office and laboratory space, along with a total of 70 on-site parking stalls for staff, visitors and State-owned vehicles for use by the Department of Justice (DOJ). The lease will be structured as a gross lease with proposals for both a 10 and 20-year initial lease term with four 5-year renewal options. This facility should be within "Greater Wausau area" which includes the City of Wausau and surrounding communities within Marathon County, such as Rib Mountain, Schofield, Rothschild, and Weston, or other nearby jurisdictions that provide comparable proximity and access.

We were awarded and recently completed the State's new Crime Lab facility in Wauwatosa through a similar procurement method. We are responding to the State's RFP for the Wausau facility as the Developer where we will own and operate the facility.

We are requesting a Planning option for site 23 in the Wausau Business Campus. We intend to respond to the RFP with this property as the proposed location for the facility.

Sincerely,

Todd Wunderlich

**Todd Wunderlich**
Director of Development
twunderlich@cdsmith.com
920.540.3963

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

Resolution from the Parks & Recreation Committee Approving Maintenance Agreement with Central Wisconsin Offroad Cycling Coalition for Sylvan Hill Bike Trails.

**Committee Action:** Approved 5-0

**File Number:** 26-0711 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| COSTS | *Budget Neutral:* | *YES [ ]* | *NO [ ]* | | |
| | *Included in Budget:* | *YES [ ]* | *NO [ ]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS**, the City has worked with the Central Wisconsin Offroad Cycling Coalition ("CWOCC") for a number of years to establish bike trails at Sylvan Hill Park; and

**WHEREAS**, CWOCC utilizes volunteers to assist the City in maintaining the trails and prior to now, there was only a verbal agreement between the City and CWOCC for maintenance of the trails; and

**WHEREAS**, your Parks & Recreation Committee, at their July 6, 2026 meeting, discussed and recommends entering into a Maintenance Agreement with CWOCC for maintaining the bike trails at Sylvan Hill Park.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau does hereby approve entering into a Maintenance Agreement with the Central Wisconsin Offroad Cycling Coalition for maintaining the bike trails at Sylvan Hill Park and directs the property City officials to execute a Maintenance Agreement substantially in the form of that attached hereto.

Approved:

_____

Doug Diny, Mayor

**AGREEMENT BETWEEN THE CITY OF WAUSAU AND CENTRAL WISCONSIN OFF-ROAD CYCLING COALITION**

**MAINTENANCE AGREEMENT FOR SEASONAL PARK USE**

This AGREEMENT entered into this _____day of_____, 2026, by and between the City of Wausau, Wisconsin, hereinafter referred to as, "**CITY**", with a business address of 407 Grant Street, Wausau, WI 54403 and the Central Wisconsin Off-Road Cycling Coalition, hereinafter referred to as "**CWOCC**", with a business address of P.O. Box 745, Wausau, WI 54402, to utilize certain areas of Sylvan Hill Park property for the purpose of using and maintaining a summer off-road bicycling course as described more fully in this agreement.

Based upon mutual consideration set forth herein, it is hereby agreed by and between the **CITY**, and **CWOCC** as follows:

This AGREEMENT and its terms shall commence upon the execution of this AGREEMENT and shall continue in effect until December 31st, 2031, and reviewed annually by the president of CWOCC. After this period, the AGREEMENT shall automatically renew for successive five-year terms, unless terminated earlier by either party.

1. **CWOCC** will have the use of the following within Sylvan Hill Park:

   A. The single-track trail system during the summer riding season

   B. A maximum 16'X16' storage shed placed on site at Sylvan Hill Park near the park maintenance garage at no charge.

2. **CWOCC** specifically agrees to comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, and to obtain all necessary permits.

3. **CWOCC** agrees to keep the premises and bike trail systems in a clean, neat condition.

4. All receipts generated from the season and daily passes, if applicable, will be deposited as revenues to the City of Wausau as indicated in the CITY's city budget to be used at the discretion of the **CITY**.

5. **CWOCC** agrees to make no additions, alterations or changes to the buildings, or bike trail systems in or on the premises without the prior written approval of the **CITY**. All requests must be directed to the Director of the Wausau and Marathon County Parks, Recreation & Forestry Department and must maintain the character of the forested area and employ best management practices in stormwater management.

6. **CWOCC** agrees to the following:
   A. To provide, at **CWOCC's** expense, ongoing maintenance of established single track mountain biking trails including, but not limited to upgrading slopes, managing herbaceous growth, upgrading trail deck, and keeping signs in good working order.

   B. To install and maintain all signs at **CWOCC's** expense, including but not limited to; all summer trail signs at intersections and other areas as needed.

   C. **CWOCC** will assist the **CITY** in the designing of the bike trail maps. **CWOCC** and the **CITY** shall each pay 50% of the costs to have maps professionally designed.

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D. To schedule any **CWOCC** or **CWOCC** sponsored event with the **CITY** no less than thirty days prior to the use of the facilities.

E. To provide a maximum of two points of contact to the **CITY** for ongoing communications.

7. **CITY** agrees to provide through its Intergovernmental Agreement with Marathon County:

A. A gravel surface parking area.

B. Maintenance of **CITY** property.

C. Occasional support to **CWOCC** for the removal of down trees and large limbs. Any assistance will be as staffing is available and at the approval of the **CITY** Director or operations supervisors.

D. Off-road cycling trail information on the **CITY** website including a link to the **CWOCC** website.

E. Occasional use of Wausau and Marathon County Parks, Recreation & Forestry Department owned equipment upon request and approval of the department.

F. Pay for the printing of public maps.

8. By virtue of its AGREEMENT with the **CITY**, a public entity, **CWOCC** agrees to comply with all federal, state and local laws, statues, codes and ordinances, including, but not limited to because of enumeration, the Civil Rights Act of 1964, the Wisconsin Equal Rights law and the Americans with Disabilities Act. In connection with the performance of work under this AGREEMENT, **CWOCC** agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. **CWOCC** is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its AGREEMENT with the City of Wausau a public entity. **CWOCC** is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its AGREEMENT with the City of Wausau, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. **CWOCC** shall provide a similar notice to subcontractors.

9. **CWOCC** shall not commence use of premises under this AGREEMENT until all insurance required under this paragraph is obtained, and such insurance has been approved by the **CITY**, nor shall **CWOCC** allow any subcontractor to commence use of premises until all similar insurance requirements have been obtained and approved.

A. **Worker's Compensation Insurance**. **CWOCC** shall obtain and maintain throughout the duration of this AGREEMENT statutory Worker's Compensation insurance for all of its employees employed at Sylvan Hill Park..

B. **General Liability, Professional Liability and Property Damage Insurance**. **CWOCC** shall secure and maintain in force throughout the duration of this AGREEMENT such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any sub-user covered by this AGREEMENT from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from use under this

AGREEMENT, whether such use be by **CWOCC** or by any sub-user or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability $1,000,000 per occurrence and $2,000,000 in aggregate for Bodily Injury and Property Damage.
- Automobile Liability $1,000,000 per occurrence for bodily injury and property damage.

10. **CWOCC** shall furnish the **CITY** with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that **CWOCC** meets the insurance requirements identified above. To name the CITY OF WAUSAU and MARATHON COUNTY, as "Additional Insured" in respect to this AGREEMENT. The carrier of insurance shall be approved by the **CITY** and shall include a provision prohibiting cancellation of said policies except upon thirty (30) days prior written notice to the **CITY**. A copy of the Certificate of Insurance shall be delivered to the **CITY** via the Wausau and Marathon County Parks, Recreation & Forestry Department, no later than fifteen (15) working days prior to the commencement of this AGREEMENT.

11. In the event of any damage or destruction to said premises caused by **CWOCC**, its members, its employees, its patrons, or those using the facility during the times when the facility is being used pursuant to this AGREEMENT, the person or persons causing the damage or destruction shall be primarily liable for said damage or destruction. **CWOCC** however agrees to reimburse the **CITY** for any and all expenses incurred in repairing and/or restoring and/or reconstructing the premises if said damage or destruction was caused by anyone using the facility pursuant to this AGREEMENT who is a member, employee, patron or participant in the activity sponsored by **CWOCC** and in the event said individual(s) is not financially responsible.

12. **CWOCCC**, hereby agrees to release, indemnify, defend, and hold harmless the **CITY**, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of **CWOCC**, its officers, officials, employees, agent or assigns. City of Wausau does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

13. This AGREEMENT shall not be assignable or otherwise transferable, or any part of the premises sublet by **CWOCC**, unless permission is given by the **CITY** or its authorized agent.

14. This AGREEMENT represents the entire AGREEMENT by and between the undersigned parties, and no other conditions may be implied or inferred. This AGREEMENT may be amended only by written amendment duly signed by all parties. This AGREEMENT replaces, supersedes and invalidates all prior AGREEMENT by and between the parties herein concerning use of the park facilities described in this AGREEMENT.

15. The **CITY** may, for its convenience, terminate this AGREEMENT at any time by a notice in writing, from the **CITY**, to **CWOCC** by certified mail. **CWOCC** may, for its convenience, terminate this AGREEMENT at any time by a notice in writing, from **CWOCC**, to the **CITY** by certified mail.

16. **CWOCC** is an independent contractor and not an employee of the **CITY** and **CWOCC** assumes responsibility for any liability which may arise out of the use of Sylvan Hill Park. This AGREEMENT shall not be assignable or otherwise transferable or any part of the premises sublet

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without prior written approval of the **CITY**.

17. **CWOCC** agrees that the management and administration of Sylvan Hill Park is wholly and exclusively under the jurisdiction of the **CITY** or its administrative representatives and that, in the event of any dispute as to the meaning of any of the terms of this agreement, the **CITY** or authorized agent shall define said terms and conditions subject to the rights of the parties herein, as further set forth in this AGREEMENT.

18. The **CITY** reserves the right to enter upon premises at all reasonable times for the purpose of inspection and making repairs and improvements as it shall deem necessary.

19. If any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction, the remaining provisions of the AGREEMENT continue in full force and effect.

20. Notwithstanding anything contained in this AGREEMENT to the contrary, no Event of Default shall be deemed to have occurred under this AGREEMENT if adequate funds are not appropriated during a subsequent fiscal period during the term of the AGREEMENT so as to enable the **CITY** to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to **CWOCC**.

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

The undersigned parties by their signatures attest that they are duly authorized by their respective organizations to enter into this AGREEMENT:

22. Trail Openings and Closings:
    A. Summer bike trails will open between May 1 – May 15 as determined by the **CITY,** depending on trail conditions, and close when conditions become unsafe.

    B. Trails can be closed at any time as determined by the **CITY** and notice will be given to **CWOCC** as soon as possible.

**CITY OF WAUSAU**
407 Grant St. Wausau WI 54403

Doug Diny

Mayor

_____
Signature

_____
Date

**CENTRAL WI OFFROAD CYCLING COALITION**

_____
Mailing Address

_____
Name (please print)

_____
Title (please print)

_____
Signature

_____
Date

**CITY OF WAUSAU - CLERK**
407 Grant St, Wausau WI 54403

Rachel Brown

Clerk

_____
Signature

_____
Date

O:\NEW PKDATA\Admin\Contracts\Mulityear\CWOCC\26-31 Sylvan Season

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Parks, Recreation, Forestry

**DATE:** July 6, 2026
**TO:** Parks & Recreation Committee
**SUBJECT:** Maintenance Contract with Central Wisconsin Offroad Cycling Coalition for Sylvan Hill Bike Trails

## PURPOSE

Maintenance contract approval with Central Wisconsin Offroad Cycling Coalition CWOCC for Sylvan Hill bike trails.

## BACKGROUND

The City has worked with CWOCC for a number of years to establish the bike trails at Sylvan Hill Park. CWOCC utilizes volunteers to assist the City in maintaining the trails. Prior to now, the agreement between the City and CWOCC was a verbal agreement. However, the County recently developed an agreement with CWOCC to maintain the trails at Nine Mile County Forest and Recreation Area that assisted the department in clarifying expectations of both CWOCC and the department.

It is recommended that the City also develop an agreement with CWOCC for the bike trails at Sylvan Hill park that clarifies the expectations and provides CWOCC with guidance on the trail maintenance expectations. A draft agreement is attached that is being reviewed by the City Attorney.

## RECOMMENDATION

The Committee is asked to recommend approval of the agreement with CWOCC for the maintenance of the Sylvan Hill bike trails contingent on the City Attorney's review.

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

Resolution from the Finance Committee Approving Administrative Revision for a Temporary Limited Easement and Property Fee Acquisition at 8101 International Drive, Parcel 1, Business Campus Trail E-W Connector Trail, 6999-18-11.

**Committee Action:** Approved 5-0

**File Number:** 26-0712 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| COSTS | *Budget Neutral:* | *YES [ ]* | *NO [X]* | | |
| | *Included in Budget:* | *YES [X]* | *NO [ ]* | *Budget Source: TID 11* | |
| | *One-time Costs:* | *YES [X]* | *NO [ ]* | *Amount: $50,000 (estimated)* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [X]* | *Amount:* | |
| SOURCE | *Fee Financed:* | *YES [ ]* | *NO [X]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [X]* | *Amount:* | |
| | *Debt Finance:* | *YES [X]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [X]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [X] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS**, Business Campus Trail E/W Connector from 72nd Avenue to 84th Avenue is proposed to be reconstructed in 2027; and

**WHEREAS**, in preparation for the project, the City must acquire the necessary real estate to construct the trail in accordance with the conceptual design approved; and

**WHEREAS**, in order to acquire the necessary property for the approved trail design, the City hired MSA Professional Services, Inc. to administer the real estate acquisitions needed for the project; and

**WHEREAS**, on July 8, 2025 your Finance Committee reviewed the Nominal Payment Parcel Report for the Business Campus Trail E/W Connector Project and recommended approval; and

**WHEREAS**, the offer of a temporary limited easement of 5,214 sq. ft. for $810.00 and a new fee acquisition of 8,525 sq. ft. for $9,804.00 for a total rounded to $10,700.00 was presented to the property owner of Parcel 1, located at 8101 International Drive; and

**WHEREAS**, the property owner counteroffered with $35,000.00; and

**WHEREAS**, on May 12, 2026, your Finance Committee directed staff in closed session to continue negotiations; and

**WHEREAS**, the property owner counteroffered with $35,000.00 and a request to add fencing around the trail – including a gate that can lock and unlock; and

**WHEREAS**, on June 23, 2026, your Finance Committee recommended approving a temporary limited easement of 5,214 sq. ft. for $1,584.00 and a new fee acquisition of 8,525 sq. ft. for $19,182.00 and a negotiated settlement for $14,234 for a total of $35,000.00 and adding fencing around the trail – including a gate that can lock and unlock for the property at 8101 International Drive; and

**WHEREAS**, the property owner has accepted the offer.

**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 documents necessary to acquire the property interests described herein for the property at 8101 International Drive.

Approved:

_____

Doug Diny, Mayor

## NOMINAL PAYMENT PARCEL REPORT

RE1889 01/2023

| Project ID | Prepared By |
|---|---|
| 6999-18-11 | Katherine R. Venske/Heidi Krusensterna, MSA Professional Services, Inc. |
| Project Name<br>C Wausau Business Campus Trail | Doug Diny 7/22/25 |
| County<br>Marathon | Approval<br>Doug Diny, City of Wausau Mayor — Date |

| PARCEL | LAND TYPE | LAND ACQ | UNIT PRICE | ITEMS ACQUIRED/DOLLARS PER | LAND $ | ITEMS $ | TOTAL | ROUNDED |
|---|---|---|---|---|---|---|---|---|
| 1 | Industrial | 8,525 Sq. Ft. | $1.15/sf | 5,214 sq. ft. TLE x $1.15/sf x 6% x 2.25 years = $810 | $9,804 | $810 | $10,614 | $10,700 |
| 2 | Industrial | 11,463 Sq. Ft. | $1.15/sf | 5,129 sq. ft. TLE x $1.15/sf x 6% x 2.25 years = $797 | $13,183 | $797 | $13,980 | $14,000 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| Industrial Sales – 5.000 to 11.000 Acres | | | | | |
|---|---|---|---|---|---|
| **Sale #** | **Sale Date** | **Property Location Municipality - County** | **Tract Size (Acres)** | **Sale Price** | **Price / Acre** |
| 14496 | 07/08/2024 | Wescott - Shawano | 3.410 | $ 170,000 | $49,853 |
| 13635 | 08/26/2022 | Kronenwetter – Marathon | 4.655 | $ 92,000 | $19,764 |
| 14220 | 08/09/2023 | Plover – Portage | 5.828 | $ 210,000 | $36,033 |
| 13633 | 08/05/2022 | Rothschild – Marathon | 5.902 | $ 205,879 | $34,883 |
| 13636 | 03/31/2022 | Kronenwetter – Marathon | 6.411 | $ 150,000 | $23,397 |
| 13634 | 03/25/2022 | Stevens Point – Portage | 6.580 | $ 370,000 | $56,231 |
| 14685 | 03/14/2024 | New London – Waupaca | 6.630 | $ 250,000 | $37,707 |
| 11025 | 02/11/2021 | Wausau – Marathon | 6.809 | $ 268,000 | $39,360 |
| 13037 | 06/07/2023 | Grand Chute – Outagamie | 12.820 | $ 450,000 | $35,101 |
| 13638 | 02/26/2021 | Weston – Marathon | 14.056 | $ 140,000 | $ 9,960 |
| 13639 | 01/16/2024 | Kronenwetter – Marathon | 15.000 | $1,306,000 | $87,067 |
| 13632 | 08/11/2023 | Weston – Marathon | 16.580 | $1,229,250 | $74,141 |
| 13637 | 12/29/2022 | Stettin – Marathon | 17.981 | $ 427,500 | $23,775 |
| 14785 | 03/07/2024 | Little Chute – Outagamie | 19.890 | $1,100,000 | $55,304 |
| | | **Totals:** | **142.552** | **$6,368,629** | **$44,676 (avg)** |

# ADMINISTRATIVE REVISION

RE1592 1/2023

Wisconsin Department of Transportation

| Property Type | Property Net Size | Fee Acquired | Other Interests |
|---|---|---|---|
| Manufacturing | 10.174 Acres | 8,525.00 sq. ft.Fee | 5,214 sq. ft. TLE |

Brief description of size, shape, effect of acquisition on property

The property is approximately 10.174 acres in size and is irregularly shaped. The property is zoned manufacturing and improved with a large manufacturing building. The acquisition is along the back side of their property which is wooded.

## COMPARISON OF DAMAGES

| ITEM | OFFERING PRICE | OWNER APPRAISAL | ADMIN REVISION |
|---|---|---|---|
| Fee – 8,525 sq. ft. | $9,804 | $19,182 | $19,182 |
| Temporary Limited Easement (TLE) 5,214 sq. ft. | $810 | $1,584 | $1,584 |
| Negotiated Settlement | NA | $14,234 | $14,234 |
| Appraiser Rounding | $86 | NA | NA |
| TOTAL DAMAGES | $10,700 | $35,000 | $35,000 |

Justification for administrative increase (Attach additional pages if necessary.)

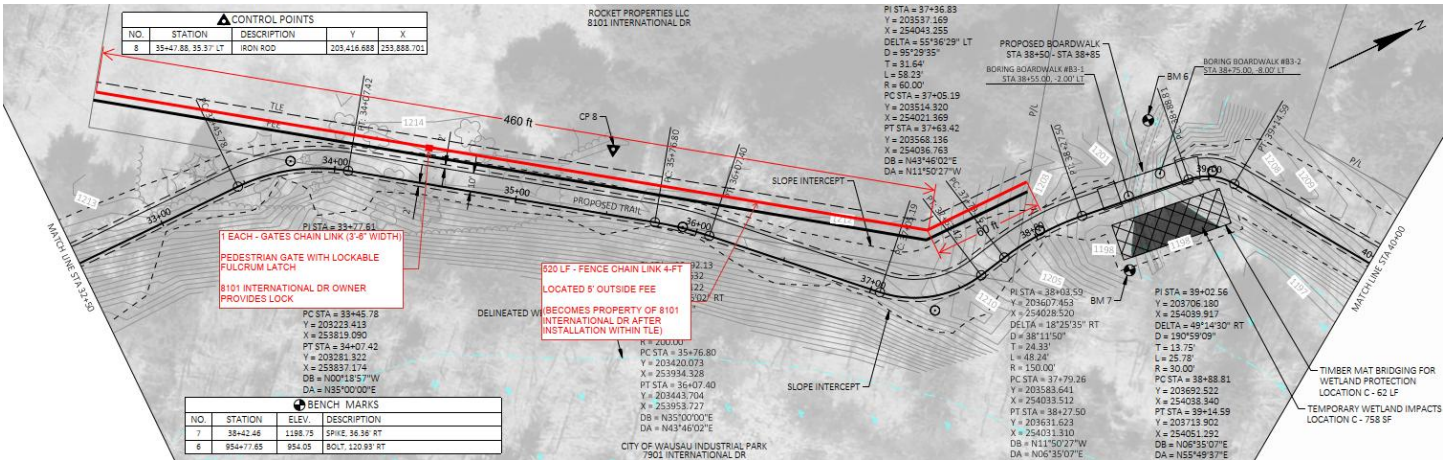
The owner was presented with the original offer based on the Sales Study provided by Jeffrey Olson and Christa McDonald with LandVest, Inc. They concluded a the land value of $1.15/sq. ft. based on 14 sales in neighboring towns such as Kronenwetter, Plover, Weston and Rothschild. The properties ranged in size from 3.410 acres to 19.890 acres.

Fee acquisition 8,525 sq. ft. x $1.15/sf = $9,804
Temporary Limited Easement 5,214 sq. ft. x $1.15/sf x 6% x 2.25 years = $810
Appraiser Rounding = $86
Total Offer $10,700

The owner reached out to us to discuss the offer, he felt the offer was too low and thought that $1.15/sf was too low for a manufacturing property in the business district of Wausau. He also felt that the trail being behind this type of property was a security risk and wanted to be assured that there would be some sort of no trespassing signs or fence. He wanted $50,000 total. After discussing the best way to move forward he explained that he would be willing to sign the document and agree to the acquisition for a total of $35,000 plus the City installing a fence with a lockable gate. The counteroffer is as follows:

Fee acquisition 8,525 sq. ft. x $2.25/sf = $19,182
Temporary Limited Easement 5,214 sq. ft. x $2.25/sf x 6% x 2.25 years = $1,584
Negotiated Settlement = $14,234
Total Counter Offer $35,000

The fence will be installed within the Temporary Limited Easement area, the City or it's contractors will install the chain link fence with a gate. After the completion of the project the owner will be in charge of upkeep and maintenance. They will also be responsible for the lock on the gate.



The City has requested to attempt to reach an agreement with the owner in the amount of $20,000 and $25,000 and those offers have been rejected by the owner.

In order to reach an agreement with the owner we are suggesting the City approve the owner's counter offer.

| | |
|---|---|
| Administrative Revision<br>$35,000.00 | |
| Approved Offering Price<br>$10,700.00 | |
| Difference<br>$24,300 | 106.346% |

Katherine R. Venske 7/6/2026

Katherine Venske Date
Negotiator

**City of Wausau**

Date

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

Ordinance from Plan Commission Rezoning 1010 S 16th Avenue from a (SR-5) Single-Family Residential – 5 Zoning District, to a PUD, Planned Unit Development Zoning District to Allow for Expansion of a Commercial Business (Brass Properties, LLC).

**Committee Action:** Approved 4-1

**File Number:** 26-0705 **Date Introduced:** July 14, 2026

**Ordinance Number:** 61-4057-750

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

Section 1: **That the site of lands described as follows:**

E SEC 34-29-07 PT OF SW NE SE COM 330' N & 173' E OF SW COR OF SD FORTY N 60' E 127' S 60' W 127' TO BEG .18A

**now comprising a part of (SR-5) Single-Family Residential Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to a (PUD) Planned Unit Development District Zoning District, and approve the General Development Plan to allow for the expansion of a commercial business.**

Section 2. This change in zoning shall be designated on the official city zoning map.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

| | |
|---|---|
| Adopted: | 7/14/2026 |
| Approved: | 7/15/2026 |
| Published: | 7/22/2026 |
| Attest: | 7/15/2026 |

Approved:

_____

Doug Diny, Mayor

Attested:

_____

Rachel Brown, City Clerk

# STAFF REPORT

**To:** Common Council

**Prepared By:** Carrie Edmondson, AICP Assistant City Planner

**Date:** June 16, 2026

## REQUESTED ACTION:

Zoning Map Amendment

1010 S. 16th Ave. (SR5) Single Family Residential – 5 to (PUD) Planned Unit Development

| | |
|---|---|
| **LOCATION:** | 1010 S. 16th Avenue |
| **APPLICANT:** | Thunder Lube (REI) |
| **EXISTING ZONING:** | **(SR-5) Single-Family Residential-5 Zoning District**<br>*Intent*. This district is intended to create, preserve, and enhance areas for moderate density single family detached dwellings at an approximate density of five dwelling units per acre. As of the adoption of this Code, any existing two-family use on a parcel zoned Single-Family Residential-5 is a legal conforming land use. |
| **EXISTING LAND USE:** | Single-Family Residence |
| **SIZE OF PARCEL:** | 7,620 square feet (0.175 acres) |
| **REQUESTED ZONING:** | (PUD) Planned Unit Development |
| **PURPOSE:** | Expand Vehicle Service and Repair use |
| **COMPREHENSIVE PLAN:** | Urban Residential<br>These are areas primarily for residential uses with small lots, sidewalks, and a street grid, including single-family and multi-family units. These areas may include some neighborhood-serving commercial institutional, and public/ semi-public uses |

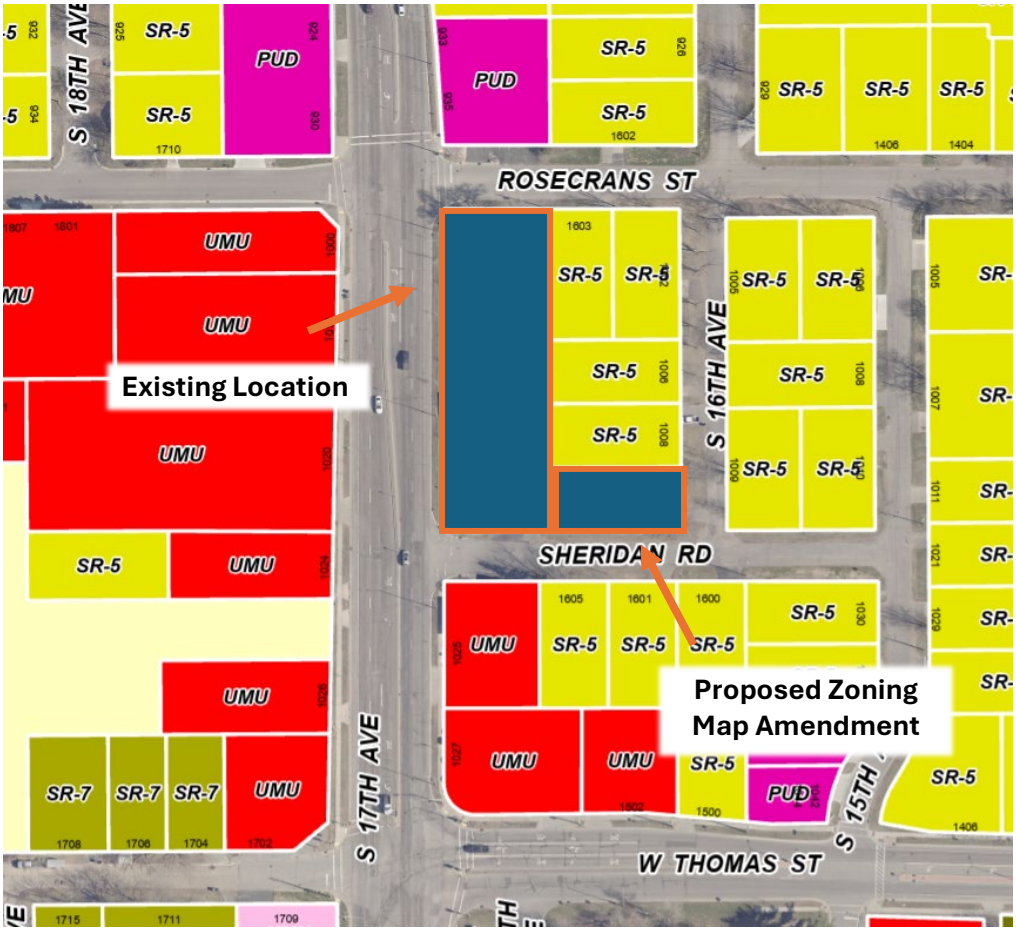
within the area. It is not expected that significant new growth will occur, but replacement of existing buildings and infill of similar density is encouraged.

**OTHER PLANS:**

Comprehensive Plan
Objective 1: Maintain a harmonious balance of existing land uses within the City.
Objective 2: Encourage full use of land within the City boundaries, including redevelopment and infill development of underutilized areas.

**BACKGROUND**

Thunder Lube is an existing business within the City that has been operating on the adjacent property. They are purchasing the property with the intent of expanding.




Their existing 1015 S. 17th Avenue location is zoned Planned Unit Development (PUD), and a Zoning Map Amendment is required prior to consolidating the parcels and to consequently expand the business.

**CRITERIA FOR APPROVAL**

Section 23.10.31(4)(b) of the zoning code outlines the review criteria for review of a Zoning Map Amendment. Staff has provided an analysis below:

1. **Advances the purposes of this title as outlined in section 23.01.03 and the applicable rules of the Wisconsin Department of Administration and the Federal Emergency Management Agency.**

   The proposed Zoning Map Amendment creates a potential increase in intensity of use but due to the location and size of the parcel, it is still keeping with the scale and use mix of the existing neighborhood. The character of S. 16th Avenue and Sheridan Road will change with the addition of some commercial presence. Potential uses would be adequately served by the existing infrastructure and there would not be disproportionate negative impact to the surrounding area. Additionally, the proposal is consistent with the applicable rules of the Wisconsin Department of Administration and the Federal Emergency Management Agency.

2. **Is in harmony with the Comprehensive Plan.**

   The Comprehensive Plan Future Land Use Map designation of Urban Residential supports neighborhood scale commercial uses. Additionally, it presents no conflict with goals, objectives, and action steps outlined in the Comprehensive Plan.

3. **Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.**

   The proposed parcel would be consolidated with a parcel located along the heavily traveled S. 17th Avenue. It would be consistent in intensity, density, and scale with other commercial uses located along this corridor. The use would however have impact along the Sheridan Road and S. 16th Avenue streetscape. Currently there is limited commercial presence along Sheridan Road and none along S. 16th Avenue. The future land use designation does provide support for neighborhood-facing commercial businesses located throughout the district, as seen in other areas of the City.

4. **Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:**
   a. **The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.**
   b. **A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.**

c. **Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.**
d. **Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.**

   The proposed Zoning Map Amendment is not the result of any of the factors listed above.

**COMMITTEE ACTION**

Plan Commission made a recommended approval to the Common Council at their June, 16, 2026, meeting. The Common Council will then determine whether to approve, approve with modifications, or deny the proposed Zoning Map Amendment.

REI
CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

**May 26, 2026**

**City of Wausau**
Attn: Bill Hebert
401 Grant Street
Wausau, WI

**Subject:**

Rezone and SIP Submittal
Thunder Lube
Rezone of 1010 S. 16th Ave and SIP Amendment
of 1015 S. 17th Ave

**Dear Bill:**

Thunder Lube is looking to grow and expand at its current location at 1015 S. 17th Ave. The opportunity to purchase an adjacent residential property at 1010 S. 16th Ave. has arisen, which now facilitates their ability to expand and not encumber necessary exterior parking space. The 16th Avenue property closing is set for June 2 and will be fully under the control of the Thunder Lube land entity (Brass Properties). We ask that the following application package be placed on the agenda for the June 16, 2026 Planning Commission and July 14, 2026 City Council meetings. It is our understanding that the rezone request for 1010 S. 16th Ave will require both Planning Commission and City Council approval whereas the SIP amendment will only require Planning Commission approval. We assume approval of the SIP amendment would then be contingent upon the rezone approval at City Council.

Summary of requests:

- Rezone parcel at 1010 S. 16th Ave from SR-5 to PUD

Location:
NE1/4 SE1/4,Sect. 34, T29N,R7E

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
E SEC 34-29-07 PT OF SW NE SE COM 330' N & 173' E OF SW COR OF SD FORTY N 60' E 127' S 60' W 127' TO BEG .18A

- Approve the request to amend the SIP to include expansion onto 1010 S. 16th Ave
- Combine 1010 S. 16th Ave parcel onto 1015 S. 17th Ave (submitted under separate future application)

Payment link for associated project review fees can be emailed to nguldan@reiengineering.com

Sincerely,
REI Engineering, Inc.

Jim Borysenko

Jim Borysenko, PE
Title

Enclosures



© REI Engineering Inc.

## Project Narrative

The project consists of an expansion of the existing auto service facility and associated parking areas to improve site functionality, circulation, and customer/employee accommodation. The design is intended to maintain a clean, organized, and professional appearance consistent with the existing development, while enhancing efficiency of vehicle movement and on-site operations. Business operations will generally remain the same, but will be able to accommodate a larger customer base as well as employees. Site improvements will specifically include a 35' x 53' building addition on the south end of the existing building with two service bays as well as a storage bay. Exterior architectural treatment will mimic the appearance of the existing building, utilizing a combination of stone, brick, siding and EIFS. The exterior facade facing17th Ave will have 3 windows with awnings to match the existing north end. The east side will have 3 overhead doors. Parking for employees and vehicles waiting for service or pickup will generally be displaced by the addition. The parking stall layout will thereby get reconfigured along the south side of the building and expand east on the new parcel. An "exit only" driveway will connect to 16th Ave. The existing dwelling on the property will be razed to facilitate the Thunder Lube expansion. The existing driveway access onto Sheridan Road will remain for delivery and pickup access. Site lighting compliant with City of Wausau requirements will be installed for safety and security. A screening fence matching what is currently installed along the east property line of Thunder Lube will be installed along the north property line of the 1010 S. 16th Ave property and the site will be finished with various landscape treatments.

## SIP Plans

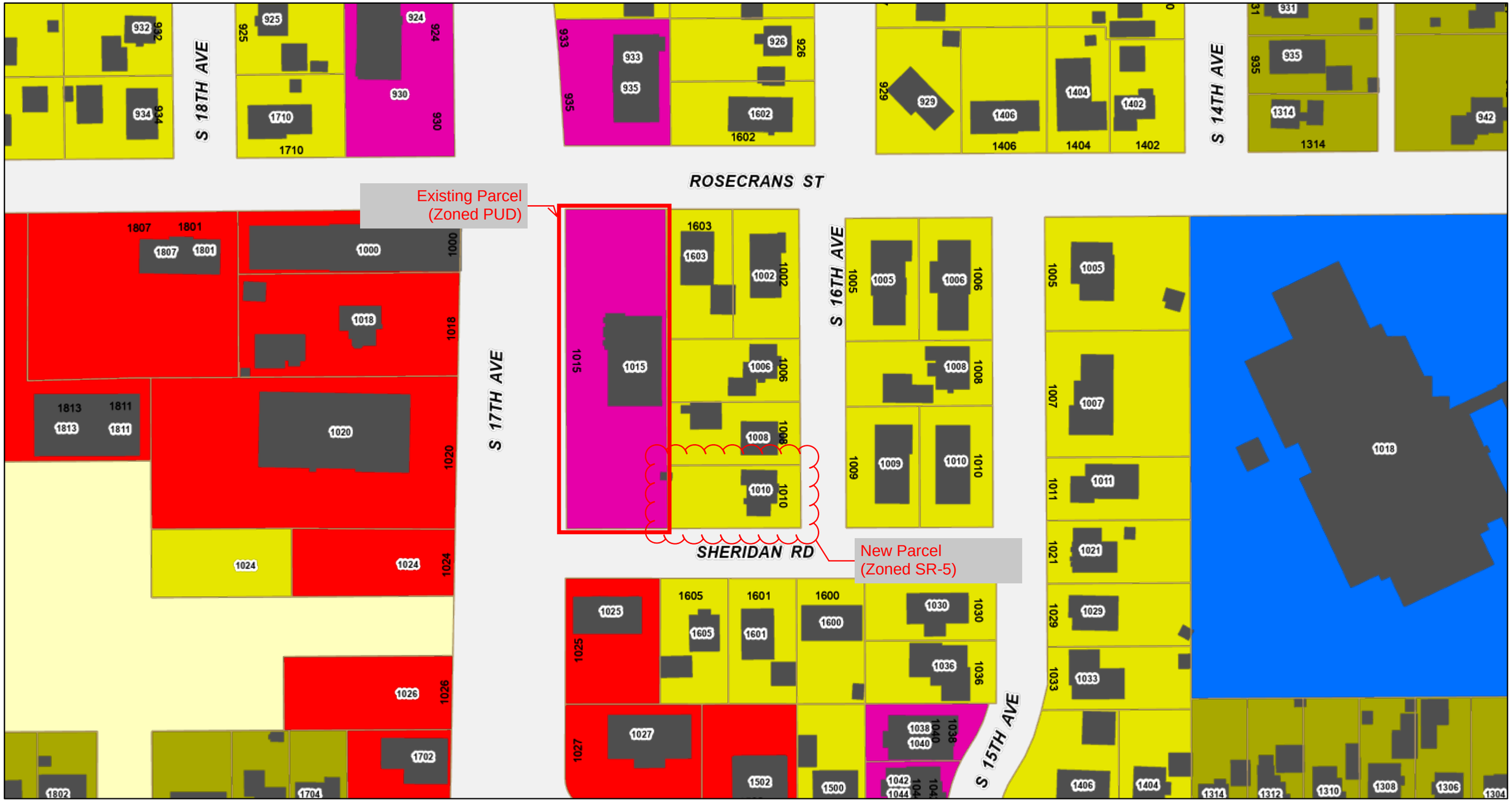
Archtectural plans, site/engineering plans inclusive of landscape and lighting, along with an area zoning map and property overview exhibit showing the full existing/proposed build have been included with the application.

## Written Description of the Proposed SIP

An abbreviated overview is being provided as this is just an expansion of an existing SIP due to the purchase of an adjoining property that facilitates growth and expansion of the Thunder Lube business. The general property usage will be similar to the existing use, with expanded internal service operations and increased exterior vehicle parking space for employees and vehicles awaiting service or ready for customer pick up.

© REI Engineering Inc.

# ArcGIS Web Map




5/15/2026, 1:13:30 PM

1:1,541

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.08 km

Municipal Label

Parcel

Address Point

Right Of Way

Building

Zoning

SR-2 - Single Family Residential

SR-5 - Single Family Residential

SR-7 - Single Family Residential

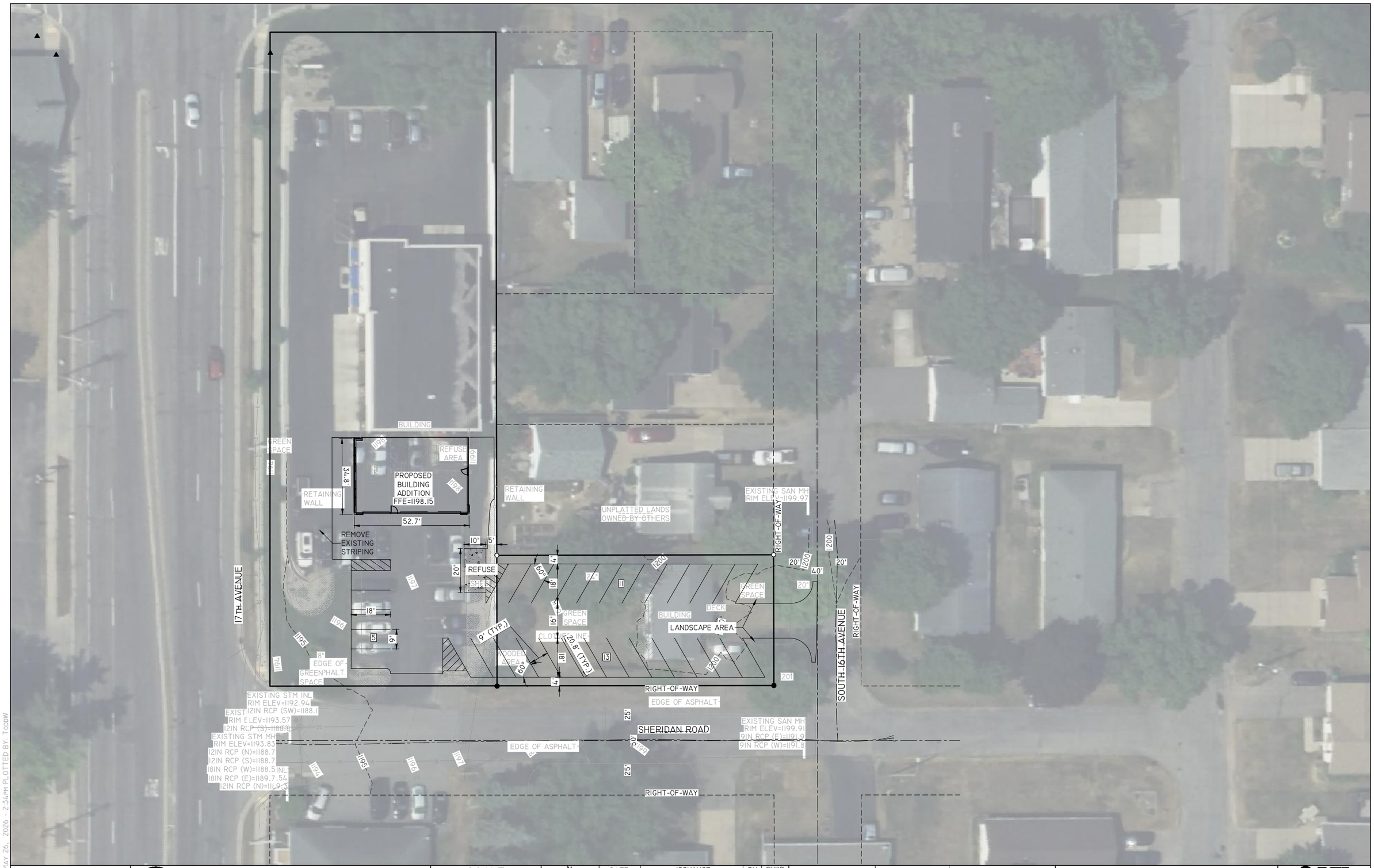
PUD - Planned Unit Development

I - Institutional

UMU - Urban Mixed-Use

School Locations

Municipal Boundaries




DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\FIGURES & EXHIBITS\10512A-EXH-1.DWG LAYOUT: EXH-1
PLOTTED: MAY 26, 2026 - 2:34PM PLOTTED BY: TODDW


**REI Engineering, INC.**
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784,FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM


REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

SCALE 0 20 40

N

| DATE | ISSUANCE | BY | CHKD |
|---|---|---|---|
| | | | |

| | | |
|---|---|---|
| SURVEYED BY: CSM,DJG | DESIGNED BY:AMK | SURVEY DATE: 5-14-2026 |
| SURVEY CHKD BY: JWP | CIVIL CHKD BY:JJB | CIVIL DATE: 5-26-2026 |
| SURVEY APVD BY: JWP | CIVIL APVD BY: | DRAWN BY: NAP |

# EXHIBIT #1
THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET EXH-1

SITE PLAN PACKAGE FOR:

# THUNDER LUBE SITE EXPANSION

## CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN

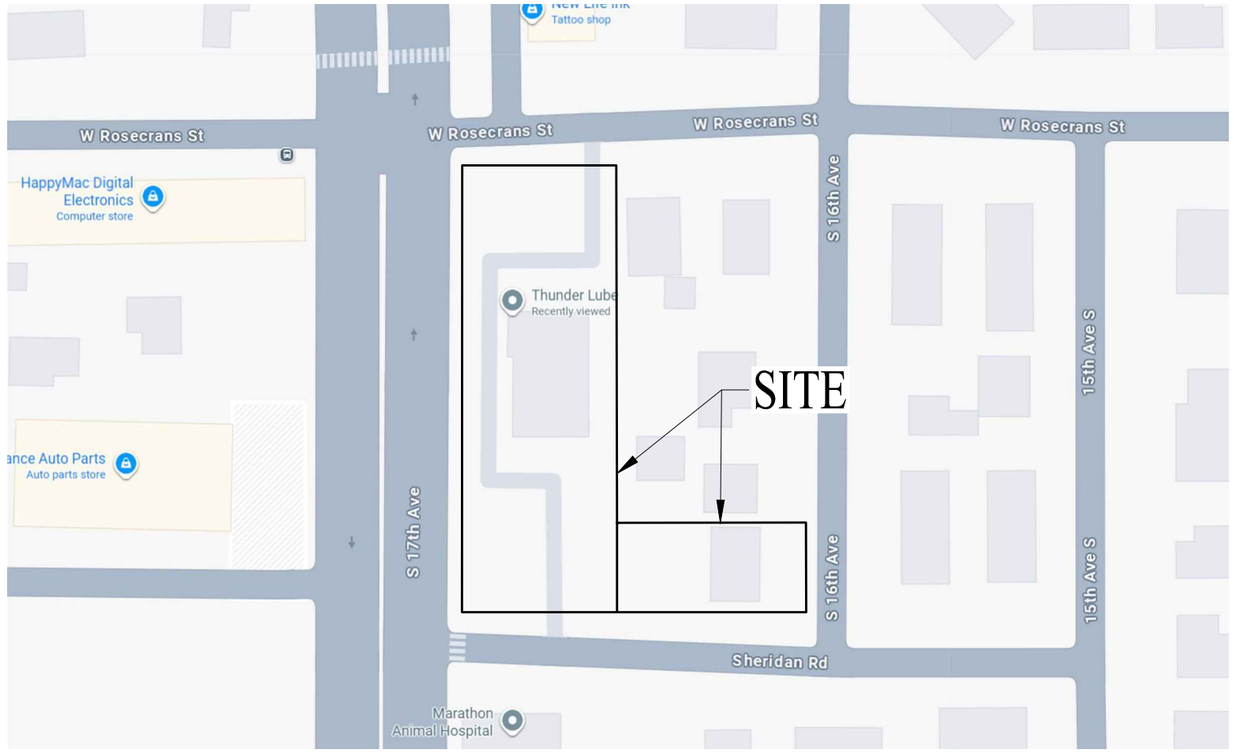
### INDEX OF SHEETS


| | |
|---|---|
| SHEET C001 | TITLE SHEET |
| SHEET C010 | EXISTING SITE CONDITIONS |
| SHEET C020 | OVERLAY SITE PLAN |
| SHEET C030 | DEMO PLAN |
| SHEET C100 | SITE PLAN |
| SHEET C200 | GRADING & EROSION CONTROL PLAN |
| SHEET C400 | LANDSCAPE PLAN |
| SHEET C401 | LANDSCAPE NOTES & DETAILS |
| SHEET C810 | EROSION CONTROL DETAILS |
| SHEET C900 | SITE SPECIFICATIONS |


TOTAL SHEETS = 10

### LIST OF STANDARD ABBREVIATIONS

| | |
|---|---|
| & | AND |
| AB | AUGER BORING |
| ADT | AVERAGE DAILY TRAFFIC |
| BC | BOTTOM OF CURB |
| BM | BENCHMARK |
| BOC | BACK OF CURB |
| BR | BOTTOM OF RAMP |
| BS | BOTTOM OF STEPS |
| BW | BOTTOM OF WALL |
| CB | CATCH BASIN |
| CMAC | CORRUGATED METAL ARCH CULVERT |
| CMBC | CORRUGATED METAL BOX CULVERT |
| CMP | CORRUGATED METAL PIPE |
| CO | CLEANOUT |
| CONC. | CONCRETE |
| CPP | CORRUGATED PLASTIC PIPE |
| DGB | DENSE GRADED BASE |
| DIP | DUCTILE IRON PIPE |
| D/S | DOWNSTREAM |
| (E) | EAST |
| ELEV. | ELEVATION |
| EOG | EDGE OF GRAVEL |
| FFE | FINISHED FLOOR ELEVATION |
| FG | FINISH GRADE |
| F.O. | FIBER OPTIC |
| INL | INLET |
| HDPE | HIGH DENSITY POLYETHYLENE PIPE |
| HMA | HOT MIX ASPHALT |
| HP | HIGH POINT |
| IE | INVERT ELEVATION |
| LF | LINEAL FEET |
| LP | LOW POINT |
| MEG | MATCH EXISTING GRADE |
| MH | MANHOLE |
| (N) | NORTH |
| (NE) | NORTHEAST |
| (NW) | NORTHWEST |
| OH | OVERHEAD |
| PC | POINT OF CURVATURE |
| PE | POLYETHYLENE PIPE |
| P/L | PROPERTY LINE |
| PP | POWER POLE |
| PT | POINT OF TANGENCY |
| PVC | POLYVINYL CHLORIDE PIPE |
| RCB | REINFORCED CONCRETE BOX CULVERT |
| RCP | REINFORCED CONCRETE PIPE |
| RR | RAIL ROAD |
| R/W | RIGHT OF WAY |
| (S) | SOUTH |
| SAN | SANITARY SEWER |
| SB | SOIL BORING |
| SS | STORM SEWER |
| STM | STORM |
| (SW) | SOUTHWEST |
| TC | TOP OF CURB |
| TBR | TO BE REMOVED |
| TLE | TEMPORARY LIMITED EASEMENT |
| TNH | TOP NUT FIRE HYDRANT |
| TP | TEST PIT |
| TR | TOP OF RAMP |
| TYP. | TYPICAL |
| TS | TOP OF STEPS |
| TW | TOP OF WALL |
| U/S | UPSTREAM |
| VAR. | VARIES |
| (W) | WEST |

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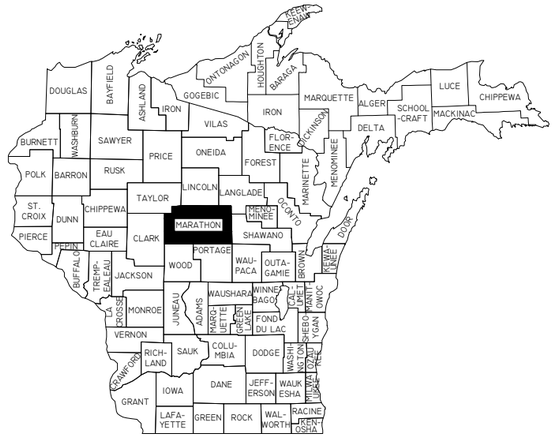
**TITLE WORK REQUIRED**
TITLE WORK FOR THE PROJECT SITE WAS NOT PROVIDED TO REI FOR REVIEW, THEREFORE REI WAS UNABLE TO VERIFY THE EXISTENCE OF EASEMENTS OR USE ENCUMBRANCES.

INFORMATION SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES IS BASED ON INFORMATION AND DATA FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXACT LOCATIONS OF ALL UNDERGROUND FACILITIES PRIOR TO COMMENCING ANY WORK. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITY FACILITIES.




PLANS ARE SUBJECT TO CHANGE BASED ON REGULATORY REVIEW COMMENTS UNTIL PLAN ISSUANCE REFLECTS CONSTRUCTION PLAN LEVEL.

### LEGEND

- BENCHMARK
- I" IRON BAR
- EXISTING MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING STORM SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING WATER SHUTOFF
- EXISTING DECIDUOUS TREE
- EXISTING CONIFEROUS TREE
- EXISTING GAS VALVE
- EXISTING CURB INLET
- EXISTING WELL
- TEST PIT LOCATION
- SOIL BORING
- EXISTING AIR CONDITIONING UNIT
- EXISTING GAS METER
- EXISTING ELECTRIC METER
- EXISTING UTILITY PEDESTAL
- EXISTING RAILROAD TRACKS
- EXISTING TREE LINE
- EXISTING GUY POLE
- EXISTING CABLE TV
- EXISTING FIBER OPTIC CABLE
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND TELEPHONE
- EXISTING OVERHEAD UTILITIES
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING PROPERTY LINE
- PROPOSED HANDICAP PARKING
- PROPOSED CURB STOP
- PROPOSED HYDRANT
- PROPOSED WATER VALVE
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED FORCE MAIN
- PROPOSED SANITARY SEWER LATERAL
- PROPOSED WATER LATERAL
- PROPOSED WATER MAIN
- PROPOSED PUMP STATION
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM MANHOLE
- PROPOSED CURB INLET
- PROPOSED CATCH BASIN
- PROPOSED CLEANOUT
- PROPOSED DRAINAGE FLOW
- 3% PROPOSED SLOPE
- PROPOSED CURB & GUTTER
- PROPOSED REJECT CURB & GUTTER
- PROPOSED MOUNTABLE CURB & GUTTER
- 1178 EXISTING GROUND CONTOUR(INTERVAL-1 FT.)
- 1180 PROPOSED GROUND CONTOUR(INTERVAL-1 FT.)
- 1095.90 PROPOSED SPOT ELEVATION (TOP OF CURB)
- 1095.40 PROPOSED SPOT ELEVATION (BOTTOM OF CURB)
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION
- PROPOSED RIPRAP
- PROPOSED EROSION MAT
- PROPOSED SAWCUT
- PROPOSED VEGETATIVE DRAINAGE SWALE
- PROPOSED ASPHALT DRAINAGE SWALE

**REI CLIENT:**
**THUNDER LUBE**

**SURVEYOR:**
**REI ENGINEERING, INC.**
4080 N. 20TH AVENUE
WAUSAU, WI 54401
(715) 675-9784

**CIVIL ENGINEER:**
**REI ENGINEERING, INC.**
4080 N. 20TH AVENUE
WAUSAU, WI 54401
(715) 675-9784
PROJECT MANAGER
JIM J. BORYSENKO, PE

**APPROVING AUTHORITIES:**
CITY OF WAUSAU


**REI Engineering, INC.**
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784,FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM


REI — CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

NO SCALE

N

| DATE | ISSUANCE | BY | CHKD |
|---|---|---|---|
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| SURVEYED BY: CSM,DJG | DESIGNED BY:AMK | SURVEY DATE: 5-14-2026 |
| SURVEY CHKD BY: JWP | CIVIL CHKD BY:JJB | CIVIL DATE: 5-26-2026 |
| SURVEY APVD BY: JWP | CIVIL APVD BY: | DRAWN BY: NAP |

TITLE SHEET
THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET C001

DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\PLANS\10512A-C001-TITLE.DWG LAYOUT: C001
PLOTTED: MAY 26, 2026 - 12:21PM PLOTTED BY: TODDW

SURVEY NOTES:

1. FIELDWORK PERFORMED BY REI ON 5-15-2026.
2. TITLE COMMITMENT OR LETTER REPORT FOR THE PROJECT SITE WAS NOT PROVIDED TO REI FOR REVIEW, THEREFORE REI WAS UNABLE TO VERIFY THE EXISTENCE OF EASEMENTS OR OTHER ENCUMBRANCES OUTSIDE OF WHAT WAS FOUND DURING TOPOGRAPHIC SURVEY MAPPING.
3. PUBLIC UTILITIES - THE SOURCE INFORMATION FROM PLANS AND MARKINGS PROVIDED BY OTHERS WAS COMBINED WITH OBSERVED SURFACE EVIDENCE OF UTILITIES TO DEVELOP THE APPROXIMATED LOCATION OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF ALL UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY OR RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR PARTIALLY RESPONDED TO. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY. THE DIGGER'S TICKET FOR THIS SURVEY WAS #20261904980, #20261904984, #20261905025 & #20261905067.

   THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. PAINT MARKINGS FOUND ON THE GROUND AND SHOWN HEREON AS EVIDENCE OF POSSIBLE (OR PROBABLE) UNDERGROUND UTILITIES ARE CONSISTENT WITH TYPICAL UTILITY MARKINGS. HOWEVER, NO UTILITY REPORT WAS PROVIDED TO AUTHENTICATE THESE MARKINGS - THEIR SOURCE IS UNKNOWN. THE USER OF THIS PLAT/MAP SHOULD RELY UPON SUCH MARKINGS AT THEIR OWN RISK.
4. PRIVATE UTILITIES WERE NOT MARKED OR MAPPED AS A PART OF THIS SURVEY.
5. ELEVATIONS AS SHOWN ON THE MAP ARE BASED ON THE NAVD 88 DATUM AND ESTABLISHED BY THE WISCORS NETWORK.

BUILDING
GREEN SPACE
REFUSE AREA
RETAINING WALL
ASPHALT
SHED
BENCHMARK #2
TOP NUT ON HYDRANT
ELEV.=1196.72
EDGE OF ASPHALT
GREEN SPACE
EXISTING STM INL
RIM ELEV=1192.94
12IN RCP (SW)=1188.1
EXISTING STM INL
RIM ELEV=1193.57
12IN RCP (S)=1188.8
EXISTING STM MH
RIM ELEV=1193.83
12IN RCP (N)=1188.7
12IN RCP (S)=1188.7
18IN RCP (W)=1188.5
18IN RCP (E)=1189.7
EXISTING STM INL
RIM ELEV=1193.54
12IN RCP (N)=1189.3

UNPLATTED LANDS
OWNED BY OTHERS

NE 1/4 - SE 1/4
N89°53'07"E
127.00'
59.89'
N00°06'13"W
S89°55'26"W
RIGHT-OF-WAY
127.00'
S00°06'13"E
59.98'
RIGHT-OF-WAY

24"
GREEN SPACE
CLOTHESLINE
WOODED AREA
BUILDING
DECK
GREEN SPACE
20"
20"
EXISTING SAN MH
RIM ELEV=1199.97
20'
40'
20'
RIGHT-OF-WAY
SOUTH 16TH AVENUE
EDGE OF ASPHALT
EXISTING SAN MH
RIM ELEV=1199.91
9IN RCP (E)=1191.9
9IN RCP (W)=1191.8
SHERIDAN ROAD
EDGE OF ASPHALT
25'
50'
25'
RIGHT-OF-WAY
BENCHMARK #1
TOP NUT ON HYDRANT
ELEV.=1201.75

DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\PLANS\10512A-C010-EXISTING.DWG LAYOUT: C010
PLOTTED: MAY 26, 2026 - 12:22PM PLOTTED BY: TODDW

**REI Engineering, INC.**
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784,FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

SCALE 0 10 20

N

| DATE | ISSUANCE | BY | CHKD |
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|---|---|---|---|
| SURVEYED BY: CSM,DJG | DESIGNED BY:AMK | SURVEY DATE: 5-14-2026 | |
| SURVEY CHKD BY: JWP | CIVIL CHKD BY:JJB | CIVIL DATE: 5-26-2026 | |
| SURVEY APVD BY: JWP | CIVIL APVD BY: | DRAWN BY: NAP | |

# EXISTING SITE CONDITIONS

THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET C010

BUILDING
GREEN SPACE
REFUSE AREA
PROPOSED BUILDING ADDITION FFE=1198.15
RETAINING WALL
ASPHALT
RETAINING WALL
UNPLATTED LANDS OWNED BY OTHERS
EXISTING SAN MH RIM ELEV=1199.97
20'
40'
20'
RIGHT-OF-WAY
SHED
24
11
GREEN SPACE
BUILDING
DECK
20"
GREEN SPACE
CLOTHESLINE
5
13
WOODED AREA
8"
EDGE OF ASPHALT
GREEN SPACE
20"
SOUTH 16TH AVENUE
RIGHT-OF-WAY
RIGHT-OF-WAY
EDGE OF ASPHALT
EXISTING STM INL RIM ELEV=1192.94 12IN RCP (SW)=1188.1
EXISTING STM INL RIM ELEV=1193.57 12IN RCP (S)=1188.8
EXISTING STM MH RIM ELEV=1193.83 12IN RCP (N)=1188.7 12IN RCP (S)=1188.7 18IN RCP (W)=1188.5 18IN RCP (E)=1189.7
EXISTING STM INL RIM ELEV=1193.54 12IN RCP (N)=1189.3
25'
SHERIDAN ROAD
50'
EDGE OF ASPHALT
EXISTING SAN MH RIM ELEV=1199.91 9IN RCP (E)=1191.9 9IN RCP (W)=1191.8
25'
RIGHT-OF-WAY

DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\PLANS\10512A-C020-OVERLAY.DWG LAYOUT: C020
PLOTTED: MAY 26, 2026 - 12:23PM PLOTTED BY: TODDW

**REI Engineering, INC.**
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PHONE: 715.675.9784,FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

SCALE 0 10 20

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| DATE | ISSUANCE | BY | CHKD |
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| SURVEYED BY: CSM,DJG | DESIGNED BY:AMK | SURVEY DATE: 5-14-2026 |
| SURVEY CHKD BY: JWP | CIVIL CHKD BY:JJB | CIVIL DATE: 5-26-2026 |
| SURVEY APVD BY: JWP | CIVIL APVD BY: | DRAWN BY: NAP |

# OVERLAY SITE PLAN

THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET C020

## KEYED NOTES

1. SAWCUT AND REMOVE ASPHALT.
2. SAWCUT AND REMOVE CONCRETE.
3. REMOVE LANDSCAPING / MISCELLANEOUS.
4. DECORATIVE FENCING / LANDSCAPING TO REMAIN.
5. REMOVE BUILDING.
6. REMOVE TREE / TREES.
7. REMOVE UTILITIES.
8. REMOVE PAVEMENT MARKING.
9. REMOVE AND SALVAGE FENCE.
10. RELOCATE GUY WIRES.
11. THUNDER LUBE TO COORDINATE WITH ADJACENT PROPERTY OWNER ON REMOVAL AND REPLACEMENT OF FENCE ALONG PROPERTY LINE.

BUILDING
GREEN SPACE
REFUSE AREA
RETAINING WALL
ASPHALT
SHED
WOODED AREA
EDGE OF ASPHALT
UNPLATTED LANDS OWNED BY OTHERS
EXISTING SAN MH RIM ELEV=1199.97
24"
8"
20"
GREEN SPACE
CLOTHESLINE
BUILDING
DECK
RIGHT-OF-WAY
40'
20'
17TH AVENUE
16TH AVENUE
EXISTING STM INL RIM ELEV=1192.94 12IN RCP (SW)=1188.1
EXISTING STM INL RIM ELEV=1193.57 12IN RCP (S)=1188.8
EXISTING STM MH RIM ELEV=1193.83 12IN RCP (N)=1188.7 12IN RCP (S)=1188.7 18IN RCP (W)=1188.5 18IN RCP (E)=1189.7
EXISTING STM INL RIM ELEV=1193.54 12IN RCP (N)=1189.3
EXISTING SAN MH RIM ELEV=1199.91 9IN RCP (E)=1191.9 9IN RCP (W)=1191.8
SHERIDAN ROAD
25'
50'

| REI Engineering, INC. | CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING | SCALE 0 10 20 | N |
|---|---|---|---|
| 4080 N. 20TH AVENUE<br>WAUSAU, WISCONSIN 54401<br>PHONE: 715.675.9784,FAX: 715.675.4060<br>EMAIL: MAIL@REIENGINEERING.COM | | | |

| DATE | ISSUANCE | BY | CHKD |
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| SURVEYED BY: CSM,DJG | DESIGNED BY:AMK | SURVEY DATE: 5-14-2026 |
| SURVEY CHKD BY: JWP | CIVIL CHKD BY:JJB | CIVIL DATE: 5-26-2026 |
| SURVEY APVD BY: JWP | CIVIL APVD BY: | DRAWN BY: NAP |

DEMO PLAN
THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET C030

DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\PLANS\10512A-C030-D0-DEMO.DWG LAYOUT: C030
PLOTTED: MAY 26, 2026 - 2:22PM PLOTTED BY: TODDW

## ○KEYED NOTES○

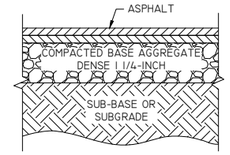
1. ASPHALT PAVEMENT. SEE DETAIL A/C100.
2. 10'X20' REFUSE AREA- 6" CONCRETE PAD WITH 6"X6" WELDED WIRE MESH. REFER TO ARCHITECTURAL PLANS FOR ENCLOSURE DETAILS.
3. PAINTED PARKING STALL STRIPING, YELLOW. (TYPICAL)
4. PAINTED PAVEMENT MARKING 4" ACCESS AISLE LINES, YELLOW.

## NOTES:

(A) PARKING SPACES ARE PARALLEL AND PERPENDICULAR TO REFERENCE LINE LABELED, N89°59'04"W, AS TAKEN FROM THE SURVEY.

LIGHT DUTY

| | |
|---|---|
| SURFACE COURSE (4 LT 58-28S) | 1.75" |
| BINDER COURSE (4 LT 58-28S) | 1.75" |
| BASE AGGREGATE | 8" |




NOTES:
1. BASE AGGREGATE TO EXTEND 12" BEYOND BACK OF CURB OR EDGE OF PAVEMENT.
2. ASPHALT TO BE CONSIDERED LIGHT DUTY UNLESS SPECIFIED OTHERWISE.

A / C100 ASPHALT PAVEMENT
NTS

BUILDING
GREEN SPACE
RETAINING WALL
PROPOSED BUILDING ADDITION FFE=1198.15
UNPLATTED LANDS OWNED BY OTHERS
EXISTING SAN MH RIM ELEV=1199.97
N89° 59' 04"W
RIGHT-OF-WAY
SOUTH 16TH AVENUE
SHERIDAN ROAD
EDGE OF ASPHALT
EXISTING STM INL RIM ELEV=1192.94 12IN RCP (SW)=1188.1
EXISTING STM INL RIM ELEV=1193.57 12IN RCP (S)=1188.8
EXISTING STM MH RIM ELEV=1193.83 12IN RCP (N)=1188.7 12IN RCP (S)=1188.7 12IN RCP (W)=1188.5 12IN RCP (E)=1189.7
EXISTING STM INL RIM ELEV=1193.54
EXISTING SAN MH RIM ELEV=1199.91 9IN RCP (E)=1191.9 9IN RCP (W)=1191.8

DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\PLANS\10512A-C100-SITE.DWG LAYOUT: C100
PLOTTED: MAY 26, 2026 - 12:24PM PLOTTED BY: TaylorW

**REI Engineering, INC.**
4080 N. 20TH AVENUE
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PHONE: 715.675.9784,FAX: 715.675.4060
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REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

SCALE 0 10 20

| DATE | ISSUANCE | BY | CHKD |
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| SURVEYED BY: CSM,DJG | DESIGNED BY:AMK | SURVEY DATE: 5-14-2026 | |
| SURVEY CHKD BY: JWP | CIVIL CHKD BY:JJB | CIVIL DATE: 5-26-2026 | |
| SURVEY APVD BY: JWP | CIVIL APVD BY: | DRAWN BY: NAP | |

# SITE PLAN
THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET C100

## ○ KEYED NOTES ○

1. INSTALL SILT FENCE. SEE DETAIL A/C810.
2. PROVIDE INLET PROTECTION. SEE DETAIL B/C810.
3. CONSTRUCT ASPHALT SWALE
4. PROPOSED CONCRETE WASHOUT AREA. SEE DETAIL C/C810.

SUGGESTED SEQUENCING:

- INSTALL SILT FENCE AND INLET PROTECTION ON EXISTING STORM STRUCTURES
- SITE REMOVALS
- ROUGH GRADING
- BUILDING CONSTRUCTION
- FINISH GRADING
- PAVING
- FINAL STABILIZATION / LANDSCAPING

## NOTES:

(A) CONTRACTOR IS RESPONSIBLE FOR LOCATING & VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.

(B) CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND COORDINATING ALL PROPOSED UTILITY RUNS, INSTALLATIONS AND RELOCATIONS.

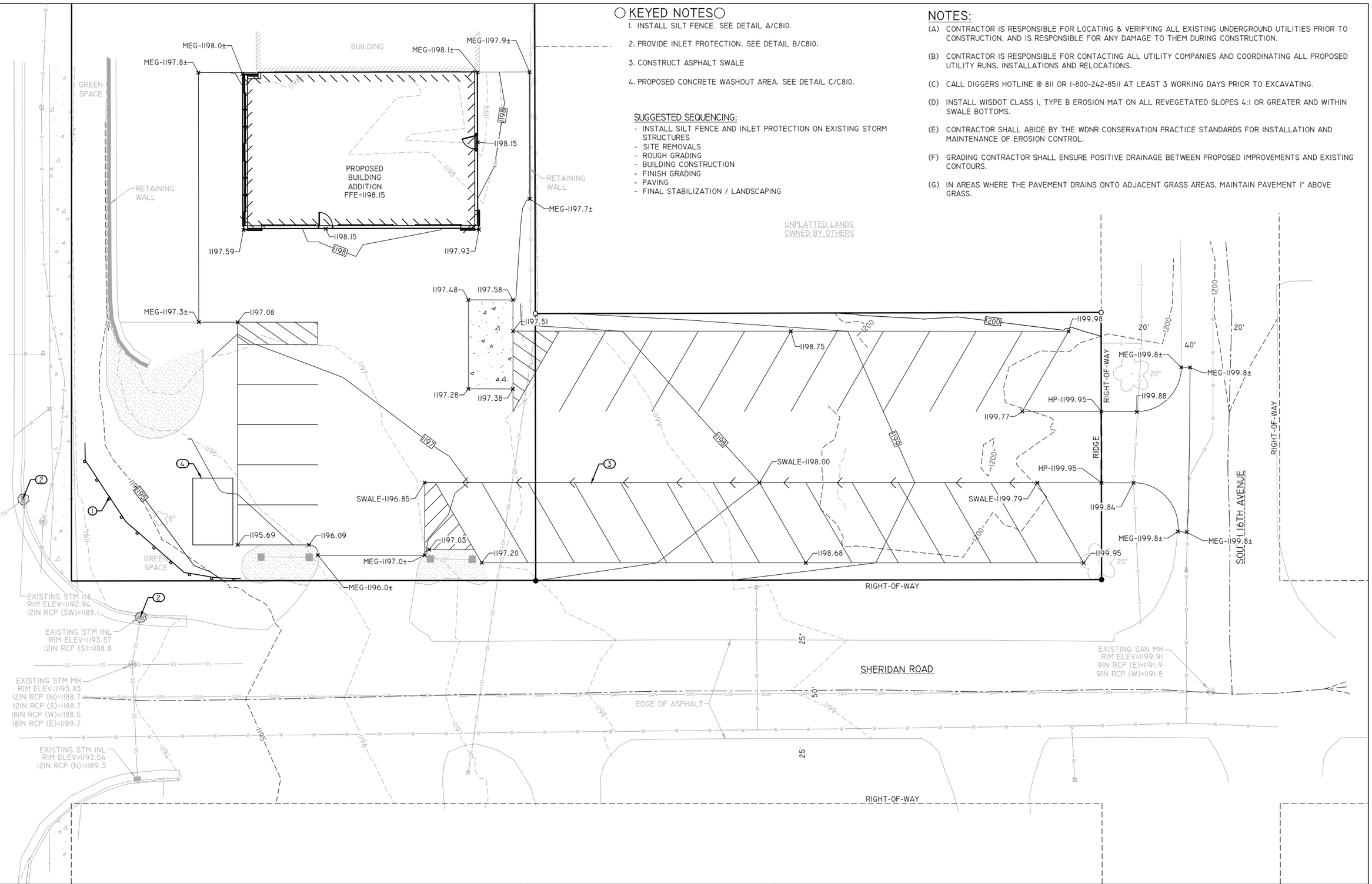
(C) CALL DIGGERS HOTLINE @ 811 OR 1-800-242-8511 AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATING.

(D) INSTALL WISDOT CLASS I, TYPE B EROSION MAT ON ALL REVEGETATED SLOPES 4:1 OR GREATER AND WITHIN SWALE BOTTOMS.

(E) CONTRACTOR SHALL ABIDE BY THE WDNR CONSERVATION PRACTICE STANDARDS FOR INSTALLATION AND MAINTENANCE OF EROSION CONTROL.

(F) GRADING CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE BETWEEN PROPOSED IMPROVEMENTS AND EXISTING CONTOURS.

(G) IN AREAS WHERE THE PAVEMENT DRAINS ONTO ADJACENT GRASS AREAS, MAINTAIN PAVEMENT 1" ABOVE GRASS.





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REI — CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

SCALE 0 10 20

| DATE | ISSUANCE | BY | CHKD |
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| SURVEYED BY: CSM,DJG | DESIGNED BY:AMK | SURVEY DATE: 5-14-2026 |
| SURVEY CHKD BY: JWP | CIVIL CHKD BY:JJB | CIVIL DATE: 5-26-2026 |
| SURVEY APVD BY: JWP | CIVIL APVD BY: | DRAWN BY: NAP |

# GRADING & EROSION CONTROL PLAN

THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET C200

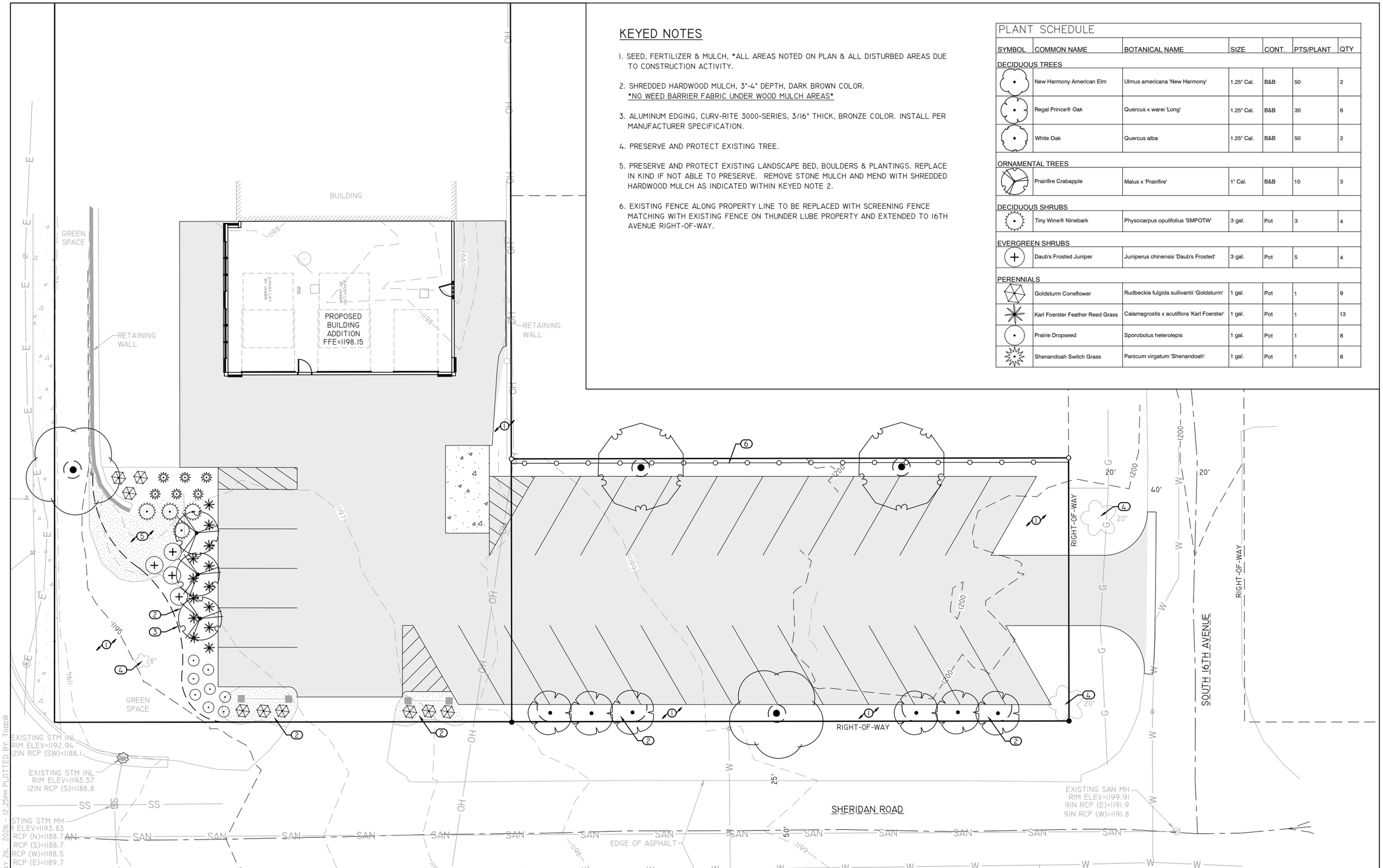

DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\PLANS\10512A-C200-GRADING-EC.DWG LAYOUT: C200
PLOTTED: MAY 26, 2026 - 12:25PM PLOTTED BY: TODDW

## KEYED NOTES

1. SEED, FERTILIZER & MULCH, *ALL AREAS NOTED ON PLAN & ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITY.
2. SHREDDED HARDWOOD MULCH, 3"-4" DEPTH, DARK BROWN COLOR. *NO WEED BARRIER FABRIC UNDER WOOD MULCH AREAS*
3. ALUMINUM EDGING, CURV-RITE 3000-SERIES, 3/16" THICK, BRONZE COLOR. INSTALL PER MANUFACTURER SPECIFICATION.
4. PRESERVE AND PROTECT EXISTING TREE.
5. PRESERVE AND PROTECT EXISTING LANDSCAPE BED, BOULDERS & PLANTINGS. REPLACE IN KIND IF NOT ABLE TO PRESERVE. REMOVE STONE MULCH AND MEND WITH SHREDDED HARDWOOD MULCH AS INDICATED WITHIN KEYED NOTE 2.
6. EXISTING FENCE ALONG PROPERTY LINE TO BE REPLACED WITH SCREENING FENCE MATCHING WITH EXISTING FENCE ON THUNDER LUBE PROPERTY AND EXTENDED TO 16TH AVENUE RIGHT-OF-WAY.

## PLANT SCHEDULE

| SYMBOL | COMMON NAME | BOTANICAL NAME | SIZE | CONT. | PTS/PLANT | QTY |
|---|---|---|---|---|---|---|
| DECIDUOUS TREES | | | | | | |
| | New Harmony American Elm | Ulmus americana 'New Harmony' | 1.25" Cal. | B&B | 50 | 2 |
| | Regal Prince® Oak | Quercus x warei 'Long' | 1.25" Cal. | B&B | 30 | 6 |
| | White Oak | Quercus alba | 1.25" Cal. | B&B | 50 | 2 |
| ORNAMENTAL TREES | | | | | | |
| | Prairifire Crabapple | Malus x 'Prairifire' | 1" Cal. | B&B | 10 | 3 |
| DECIDUOUS SHRUBS | | | | | | |
| | Tiny Wine® Ninebark | Physocarpus opulifolius 'SMPOTW' | 3 gal. | Pot | 3 | 4 |
| EVERGREEN SHRUBS | | | | | | |
| | Daub's Frosted Juniper | Juniperus chinensis 'Daub's Frosted' | 3 gal. | Pot | 5 | 4 |
| PERENNIALS | | | | | | |
| | Goldsturm Coneflower | Rudbeckia fulgida sullivantii 'Goldsturm' | 1 gal. | Pot | 1 | 9 |
| | Karl Foerster Feather Reed Grass | Calamagrostis x acutiflora 'Karl Foerster' | 1 gal. | Pot | 1 | 13 |
| | Prairie Dropseed | Sporobolus heterolepis | 1 gal. | Pot | 1 | 8 |
| | Shenandoah Switch Grass | Panicum virgatum 'Shenandoah' | 1 gal. | Pot | 1 | 6 |





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REI — CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

SCALE 0 10 20

| DATE | ISSUANCE | BY | CHKD |
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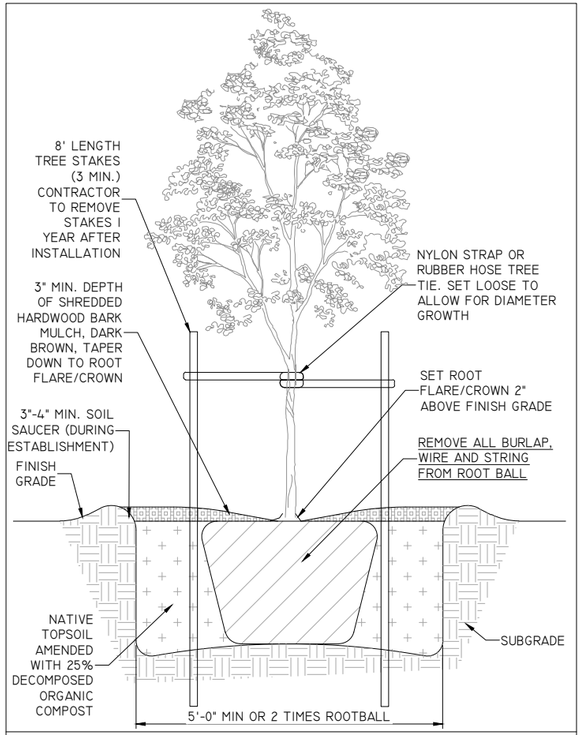
| SURVEY APVD BY: JWP | CIVIL APVD BY: | DRAWN BY: NAP | |

# LANDSCAPE PLAN

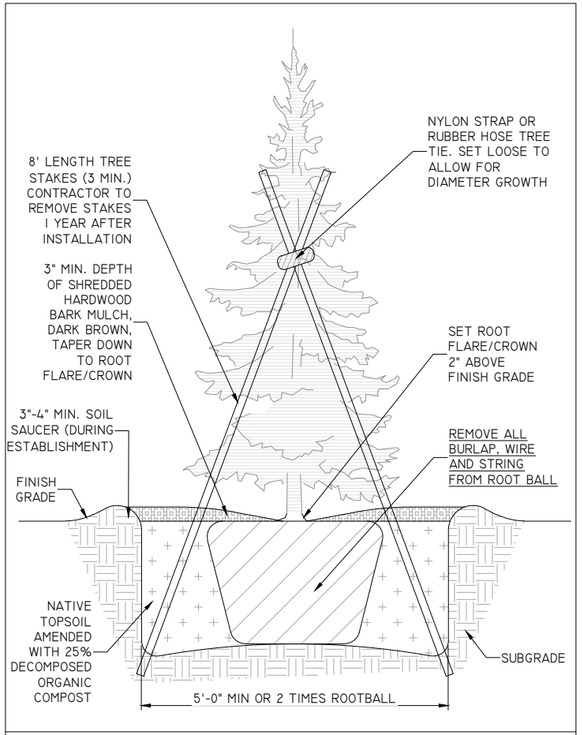
THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET C400

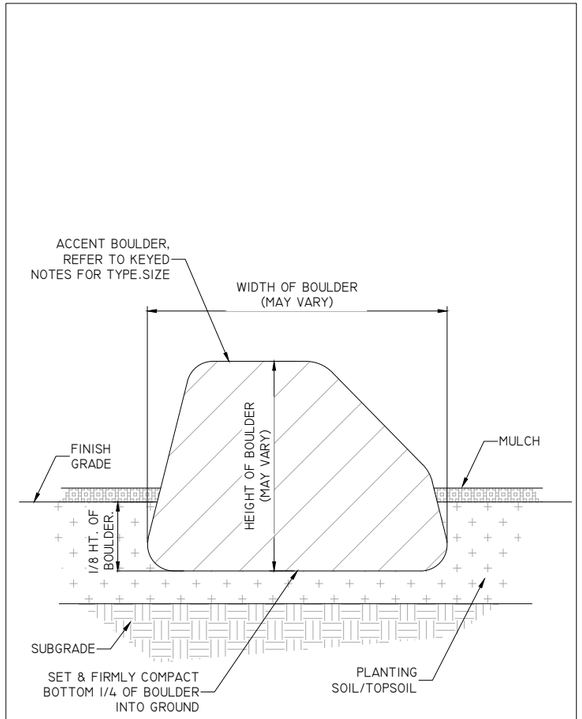

DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\PLANS\10512A-C400-LANDSCAPE.DWG LAYOUT: C400
PLOTTED: MAY 26, 2026 12:25PM PLOTTED BY: TODDW




## DECIDUOUS TREE - PLANTING DETAIL




## EVERGREEN TREE - PLANTING DETAIL




## ACCENT BOULDER - DETAIL

## GENERAL NOTES:

(A) NO PLANT OR MATERIAL SUBSTITUTIONS WILL BE ACCEPTED *UNLESS APPROVED IN ADVANCE BY LANDSCAPE DESIGNER OR OWNER.

(B) LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING & VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.

(C) CALL DIGGERS HOTLINE @ 811 OR 1-800-242-8511 AT LEAST 5 WORKING DAYS PRIOR TO DEMOLITION, EXCAVATION OR ANY CONSTRUCTION ACTIVITY.

(D) ALL PLANT MATERIAL SHALL BE GUARANTEED ONE (1) FULL GROWING SEASON FOLLOWING TOTAL COMPLETION OF PROJECT AND ACCEPTANCE BY OWNER. PLANT INSTALLATION INCLUDES A ONE TIME REPLACEMENT WARRANTY UPON REQUEST BY OWNER DUE TO DEATH, UNSATISFACTORY GROWTH OR SIGNIFICANT DIEBACK. WARRANTY EXPIRES AFTER FIRST FULL GROWING SEASON FOLLOWING PROJECT COMPLETION.

(E) LANDSCAPE CONTRACTOR SHALL VERIFY MINIMUM 6" TOPSOIL DEPTH FOR ALL AREAS TO BE SEEDED/SODDED THROUGHOUT PROJECT SITE. CONTRACTOR IS REQUIRED TO CORRECT ANY DEFICIENCIES PRIOR TO SEED/SOD. TOPSOIL SHALL BE SCREENED AND CLEAN AND FREE OF STONES, WEEDS AND OTHER UNDESIRABLE DEBRIS.

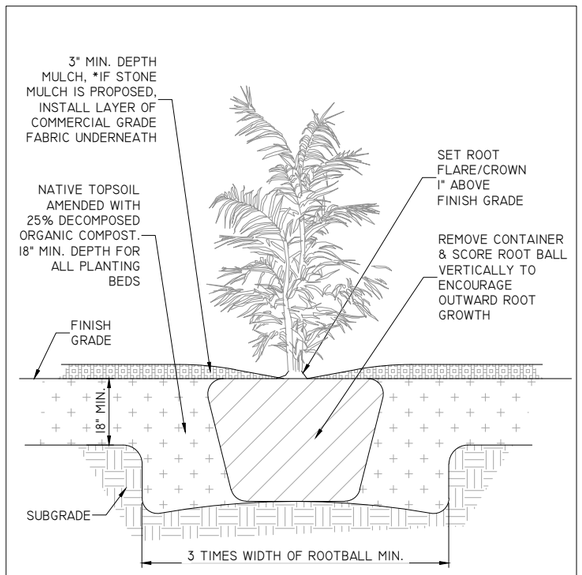
(F) LANDSCAPE CONTRACTOR SHALL VERIFY MINIMUM 18" PLANTING SOIL DEPTH FOR ALL PROPOSED PLANTING BED AREAS THROUGHOUT THE PROJECT SITE. LANDSCAPE CONTRACTOR IS REQUIRED TO CORRECT ANY DEFICIENCIES AND EXCAVATE ALL PLANTING AREAS TO REQUIRED DEPTHS PRIOR TO PLANT INSTALLATION. PLANTING SOIL & AREA SHALL BE CLEAN AND FREE OF STONES, WEEDS, CONCRETE WASTE AND OTHER UNDESIRABLE DEBRIS. (REFER TO DETAILS ON SHEET C405) IF ANY PLANTING AREAS WERE UTILIZED FOR CONCRETE WASH/WASTE PITS, ALL MATERIAL SHALL BE REMOVED PRIOR TO PREPPING BEDS.

(G) LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING TOPSOIL AND SEEDING OR SODDING ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY, INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.

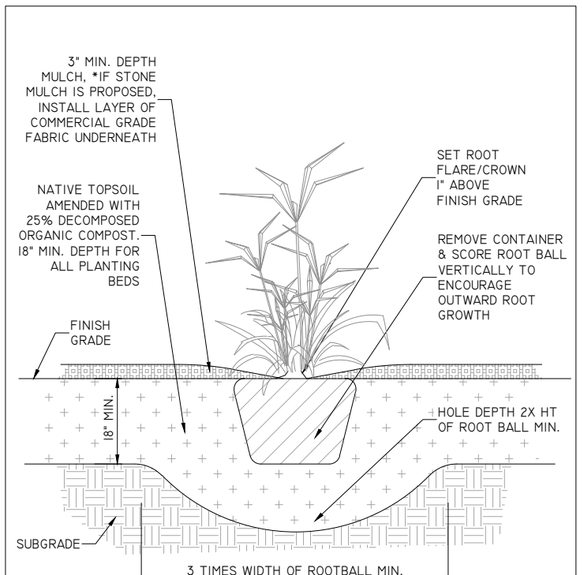
(H) CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER LANDSCAPE CONSTRUCTION ACTIVITIES ARE COMPLETE AND APPROVED BY OWNER. *THIS TO BE DONE DAILY AS DEEMED NECESSARY BY MUNICIPALITY.

(I) PERMANENT IRRIGATION PLAN/SYSTEM TO BE PROVIDED BY OTHERS ONLY IF A SYSTEM IS REQUIRED BY THE MUNICIPALITY OR OWNER.

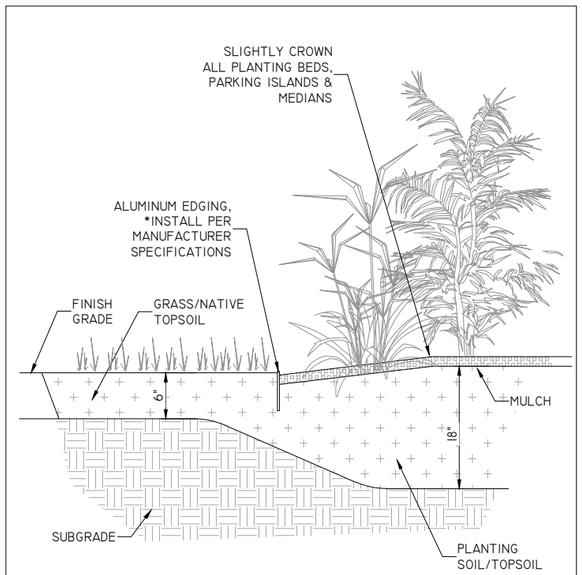
(J) IF THERE WILL BE NO PERMANENT IRRIGATION SYSTEM INSTALLED PRIOR TO PLANT INSTALLATION, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE TO TEMPORARILY MAINTAIN/WATER ALL PLANT MATERIAL/SEEDED AREAS OR ENSURE A TEMPORARY IRRIGATION SYSTEM IS FULLY FUNCTIONAL UPON INSTALLATION OF PLANT MATERIAL. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARILY IRRIGATING ALL PLANT MATERIAL 2-3 TIMES PER WEEK FOR 2-3 MONTHS UNTIL ROOT SYSTEMS OF ALL PLANT MATERIALS HAVE TIME TO ESTABLISH & GENERATE GROWTH. TEMPORARY IRRIGATION PLAN STRATEGY TO BE APPROVED IN ADVANCE BY OWNER.




## SHRUB - PLANTING DETAIL




## PERENNIAL - PLANTING DETAIL




## PLANTING BED & EDGING - DETAIL


**REI Engineering, INC.**
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784, FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM


REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

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| SURVEYED BY: CSM,DJG | DESIGNED BY:AMK | SURVEY DATE: 5-14-2026 |
| SURVEY CHKD BY: JWP | CIVIL CHKD BY:JJB | CIVIL DATE: 5-26-2026 |
| SURVEY APVD BY: JWP | CIVIL APVD BY: | DRAWN BY: NAP |

# LANDSCAPE NOTES & DETAILS

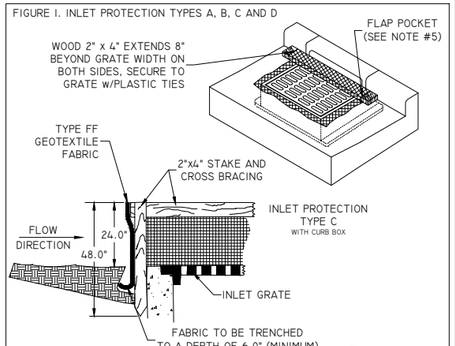
THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET C401


DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\PLANS\10512A-C400-LANDSCAPE.DWG LAYOUT: C401
PLOTTED: MAY 26, 2026 - 12:25PM PLOTTED BY: ToddW

DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\PLANS\10512A-C810-EC DETAILS.DWG LAYOUT: C810
PLOTTED: MAY 26, 2026 - 12:26PM PLOTTED BY: TODDW

FIGURE I. INLET PROTECTION TYPES A, B, C AND D




NOTES:
1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK, AND BOTTOM OF FILTER BAG BEING ONE PIECE.
3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" x 4" THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

MAINTENANCE NOTES:
1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

B C810 INLET PROTECTION
NTS

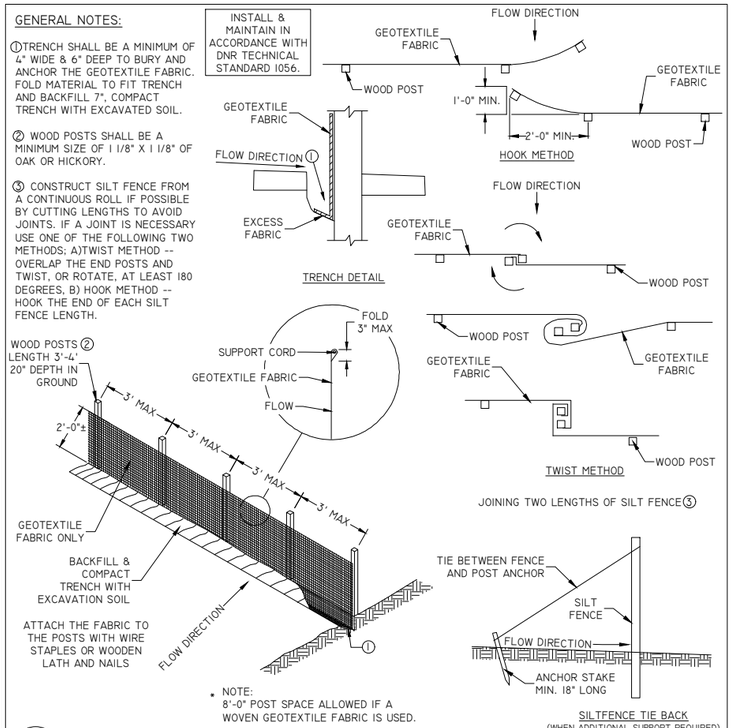
GENERAL NOTES:

① TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL 7", COMPACT TRENCH WITH EXCAVATED SOIL.

② WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/8" X 1 1/8" OF OAK OR HICKORY.

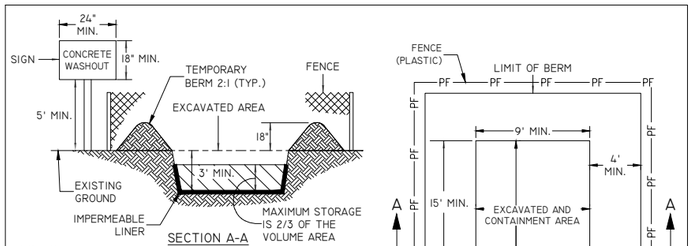
③ CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS; A)TWIST METHOD -- OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK METHOD -- HOOK THE END OF EACH SILT FENCE LENGTH.

INSTALL & MAINTAIN IN ACCORDANCE WITH DNR TECHNICAL STANDARD 1056.




NOTE:
ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS

A C810 SILT FENCE
NTS




NOTES:
1. EROSION BALES MAY BE USED AS AN ALTERNATIVE FOR THE BERM.
2. A FENCE (PLASTIC) CONFORMING TO SUBSECTION 607.02 SHALL BE INSTALLED AROUND THE CONCRETE WASHOUT AREA, EXCEPT AT THE OPENING.
3. THE CONCRETE WASHOUT SIGN SHALL HAVE LETTERS AT LEAST 3-INCHES HIGH AND CONFORM TO SUBSECTION 630.02.

C C810 CONCRETE WASHOUT STRUCTURE
NTS

REI Engineering, INC.
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PHONE: 715.675.9784,FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

NO SCALE

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| SURVEYED BY: CSM,DJG | DESIGNED BY:AMK | SURVEY DATE: 5-14-2026 |
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| SURVEY APVD BY: JWP | CIVIL APVD BY: | DRAWN BY: NAP |

# EROSION CONTROL DETAILS

THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET C810

GENERAL NOTES/SPECIFICATIONS

1. SITE USAGE WILL BE PERMITTED ONLY WITHIN REASONABLE LIMITS TO FACILITATE CONSTRUCTION OF PROPOSED IMPROVEMENTS AND THE CONTRACTOR SHALL NOT UNREASONABLY ENCUMBER THE PREMISES WITH EQUIPMENT AND MATERIALS. MATERIAL STORAGE SHALL BE CONFINED TO SUCH LIMITS AS MAY BE JOINTLY AGREED UPON BY OWNER AND CONTRACTOR.
2. ALL SUB-CONTRACTORS SHALL BE UNDER THE DIRECTION OF THE GENERAL CONTRACTOR (OR OWNER'S REPRESENTATIVE) WHO WILL BE HELD RESPONSIBLE FOR THE COORDINATION OF ALL WORK ON THIS PROJECT AND THE PROPER EXECUTION OF THE SAME.
3. THE CONTRACTOR SHALL FURTHER ENFORCE THE OWNER'S INSTRUCTIONS OF SUCH NATURE, INCLUDING PARKING, USE OF ROADS, SAFE ACCESS TO FACILITIES, FIRE PREVENTION, AND PROJECT PHASING, WHICH THE OWNER MAY DEEM NECESSARY OR DESIRABLE ON THE OWNER'S PROPERTY.
4. CONTRACTOR SHALL KEEP A CLEAN SITE DURING CONSTRUCTION AND THROUGH FINAL ACCEPTANCE.
5. ALWAYS FOLLOW WRITTEN DIMENSIONS. DO NOT SCALE. IF DISCREPANCY EXISTS, CONTACT THE ENGINEER.
6. REMOVE ALL TREES WITHIN THE GRADING LIMITS, INCLUDING ROOT STRUCTURES, EXCEPT THOSE SPECIFICALLY NOTED TO REMAIN AND THOSE ON PROPERTY LINES. DO NOT CLEAR SITE PRIOR TO COORDINATING WITH THE OWNER TO LOCATE ALL TREES TO REMAIN.
7. PROTECT TREES, UTILITY POLES, ABOVE AND BELOW GRADE UTILITIES, AND OTHER FEATURES THAT ARE TO REMAIN. THE REPAIR OF ANY DAMAGE TO FEATURES TO REMAIN IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR WITH NO PAYMENT DUE FOR SUCH REPAIRS.
8. PROTECT ABOVE AND BELOW GRADE UTILITIES THAT ARE TO REMAIN.
9. PROTECT BENCHMARKS, REFERENCE SURVEY POINTS AND OTHER PROVIDED CONSTRUCTION STAKES.
10. CALL DIGGER'S HOTLINE @ 811 OR 1-800-242-8511 AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATING.
11. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.
12. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND COORDINATING ALL PROPOSED UTILITY RUNS, INSTALLATIONS, AND RELOCATIONS.
13. NOTIFY ELECTRIC UTILITY AT LEAST ONE WEEK PRIOR TO WORKING IN AREAS WHERE UTILITY POLES EXIST. UTILITY COMPANY WILL PROTECT POLES AS NECESSARY.
14. DURING CONSTRUCTION THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR INSPECTION AND MAINTENANCE OF THE EROSION CONTROL DEVICES.
15. EROSION CONTROL DEVICES SHALL ABIDE BY THE WDNR CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL STANDARDS. HTTPS://DNR.WI.GOV/TOPIC/STORMWATER/STANDARDS/CONST_STANDARDS.HTML
16. BORROW MATERIAL SHALL BE IMPORTED MATERIAL MEETING THE REQUIREMENTS OF SECTION 208.2 OF THE WISDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL IDENTIFY ITS BORROW SOURCES TO THE OWNER'S CONSTRUCTION REPRESENTATIVE AT LEAST TWO WEEKS IN ADVANCE OF HAULING MATERIAL TO THE PROJECT SITE SO THE OWNER'S CONSTRUCTION REPRESENTATIVE CAN OBTAIN SAMPLES AND PERFORM THE DESIRED TESTING.
17. STRUCTURAL FILL IS REQUIRED IN ALL AREAS THAT WILL SUPPORT PRESENT OR FUTURE BUILDING STRUCTURES, AND WITHIN AREAS EXTENDING DOWNWARD AND OUTWARD FROM THE BUILDING LIMITS AT FINISHED GRADE ON A 1-TO-1 (HORIZONTAL TO VERTICAL) SLOPE TO THE BOTTOM OF THE FILL. CONFIRM THAT ALL UNSUITABLE MATERIAL HAS BEEN REMOVED FROM AREAS TO RECEIVE STRUCTURAL FILL BEFORE PLACING MATERIAL. SUB GRADES MAY NOT RECEIVE STRUCTURAL FILL IF FROZEN, AND FROZEN STRUCTURAL FILL IS NOT ACCEPTABLE FOR USE. PROVIDE ADEQUATE ADVANCED NOTIFICATION, ACCESS, EQUIPMENT, AND OPERATOR TO PERMIT TESTING AGENCY TO OBSERVE COMPACTING OF SUB GRADE PRIOR TO PLACEMENT OF STRUCTURAL FILL MATERIAL. PROVIDE ADEQUATE ADVANCE NOTIFICATION, ACCESS AND COOPERATION TO TESTING AGENCY TO PERFORM DENSITY TESTING ON EACH LIFT OF FILL PLACED, PRIOR TO PLACING FILL ABOVE THE LIFT. THE TESTING FREQUENCY WILL BE DETERMINED BY THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE. CONSTRUCT ALL STRUCTURAL FILL IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF SUB-SECTION 207.3.6.3 (SPECIAL COMPACTION) OF THE WISDOT STANDARD SPECIFICATIONS EXCEPT: THE MAXIMUM DENSITY SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D1557, WITH METHOD B OR C; ALL LIFTS SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY DETERMINED IN ACCORDANCE WITH ASTM D1557; MAXIMUM LIFT THICKNESS SHALL BE 8 INCHES FOR ALL SOILS, GRANULAR, OR COHESIVE; THE LIMIT OF STRUCTURAL FILL FOR PURPOSES OF COMPACTION REQUIREMENTS IS DEFINED AS THE AREA ENCOMPASSED BY PLANS EXTENDING DOWNWARD AND OUTWARD FROM THE EDGES OF THE STRUCTURE OR CONCRETE SLAB AT 45-DEGREE ANGLES RELATIVE TO HORIZONTAL (I.E. 1:1 SLOPES).
18. THE CONTRACTOR SHALL PREPARE THE SITE TO SUPPORT THE PROPOSED SURFACE PER SECTION 211 OF THE WISDOT STANDARD SPECIFICATIONS.
19. DENSE GRADED BASE SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF SECTION 305 OF THE WISDOT STANDARD SPECIFICATIONS FOR DENSE GRADED BASE, CONSISTENT WITH THE DESIGNATIONS SPECIFIED ON THE PLANS.
20. HOT MIX ASPHALT PAVEMENT SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF SECTION 460 OF THE WISDOT STANDARD SPECIFICATIONS FOR PAVEMENT, CONSISTENT WITH THE DESIGNATIONS SPECIFIED ON THE PLANS.
21. CONCRETE PAVING SHALL CONFORM TO SECTION 415 OF THE WISDOT STANDARD SPECIFICATIONS. CONCRETE CURB AND GUTTER SHALL CONFORM TO THE APPLICABLE REGULATIONS OF SECTION 601 OF THE WISDOT STANDARD SPECIFICATIONS. CONCRETE MATERIAL SHALL BE TYPE A OR A-FA AS DEFINED WITHIN SECTION 501 OF THE WISDOT STANDARD SPECIFICATIONS WITH A DESIGN STRENGTH OF 4,500 PSI.
22. PAVEMENT MARKING PAINT SHALL BE PRE-MIXED WATERBORNE EMULSION APPLIED TO A CLEAN SURFACE AT MANUFACTURER'S RATES. CONFIRM COLOR WITH OWNER PRIOR TO APPLICATION. PAVEMENT MARKINGS PLACED WITHIN THE PUBLIC RIGHT OF WAY SHALL CONFORM TO THE REQUIREMENTS OF SECTION 646 OF THE WISDOT STANDARD SPECS (EPOXY).
23. AFTER FINAL STABILIZATION, ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF LEGALLY OFFSITE.
24. AT A MINIMUM RESTORE SITE BY SEEDING & MULCHING ALL DISTURBED AREAS TO BE VEGETATED AND ENSURE ESTABLISHMENT OF ADEQUATE VEGETATION. SEED IS TO BE OF A SINGLE URBAN LAWN MIX TYPE INTENDED FOR THE EXISTING SITE SOILS AND CONFORMING WITH SECTION 630 OF THE WISDOT STANDARD SPECIFICATION. REFER TO LANDSCAPING PLAN.
25. SITE AND IMPORTED TOPSOIL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF SECTION 625 OF THE WISDOT STANDARD SPECIFICATIONS, GRADED FREE OF STONES AND LUMPS LARGER THAN 1 INCH AND FREE OF ROOTS, VEGETATION, AND OTHER UN-DECOMPOSED ORGANIC MATERIAL.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND LEGALLY DISPOSING OF ALL EXCESS AND UNUSED MATERIALS FROM THE SITE FOLLOWING COMPLETION OF THEIR WORK.

**REI Engineering, INC.**
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PHONE: 715.675.9784,FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

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SITE SPECIFICATIONS
THUNDER LUBE SITE EXPANSION
1015 SOUTH 7TH AVENUE & 1010 SOUTH 16H AVENUE
CITY OF WAUSAU, WI

REI No. 10512A
SHEET C900

DRAWING FILE: Q:\10500-10599\10512A - THUNDER LUBE - BUILDING EXPANSION - 1015 SOUTH 17TH AVENUE - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\PLANS\10512A-C900-SPECS.DWG LAYOUT: C900
PLOTTED: MAY 26, 2026 - 12:27PM PLOTTED BY: TODDW

PRELIMINARY WEST ELEVATION

PRELIMINARY SOUTH ELEVATION

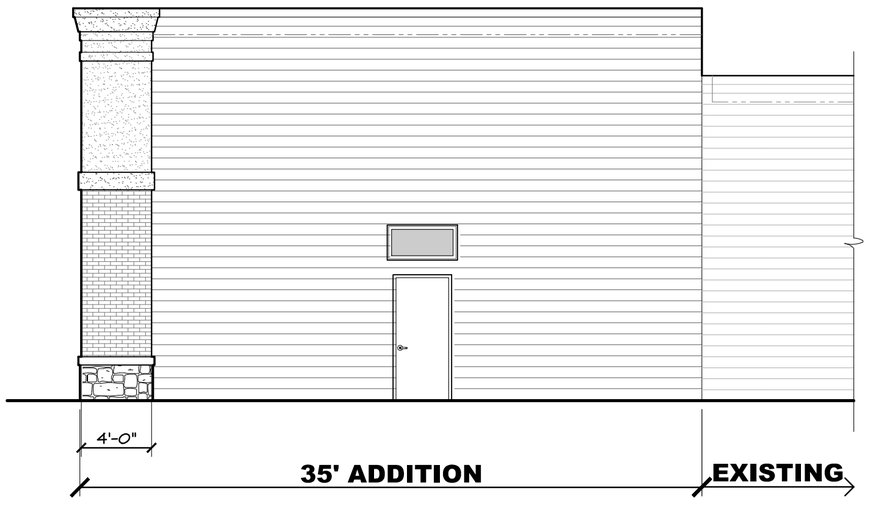
# THUNDER LUBE ADDITION

1015 S 17th AVE
WAUSAU, WISCONSIN

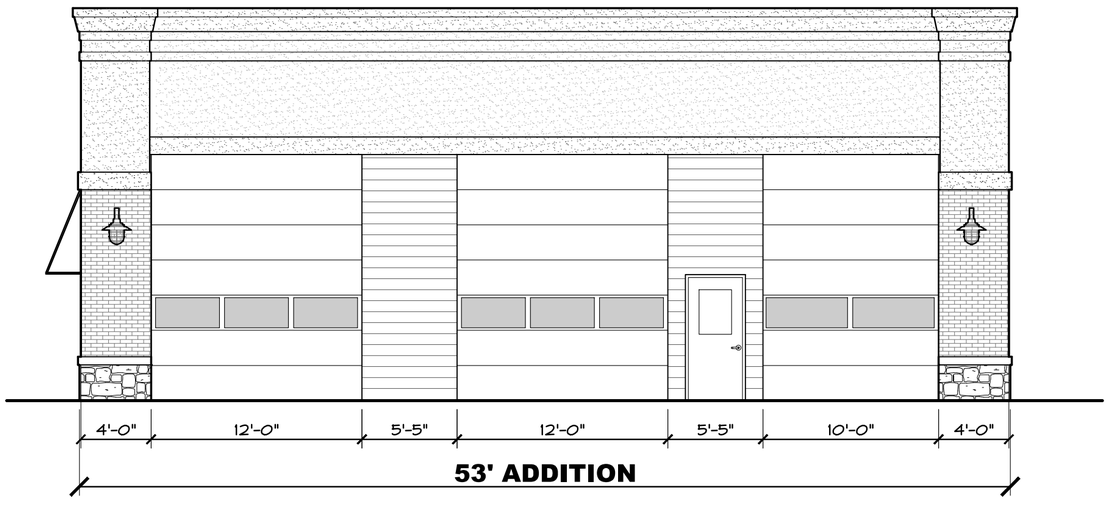
MAY 2026

THUNDER LUBE
Complete Auto Service Center

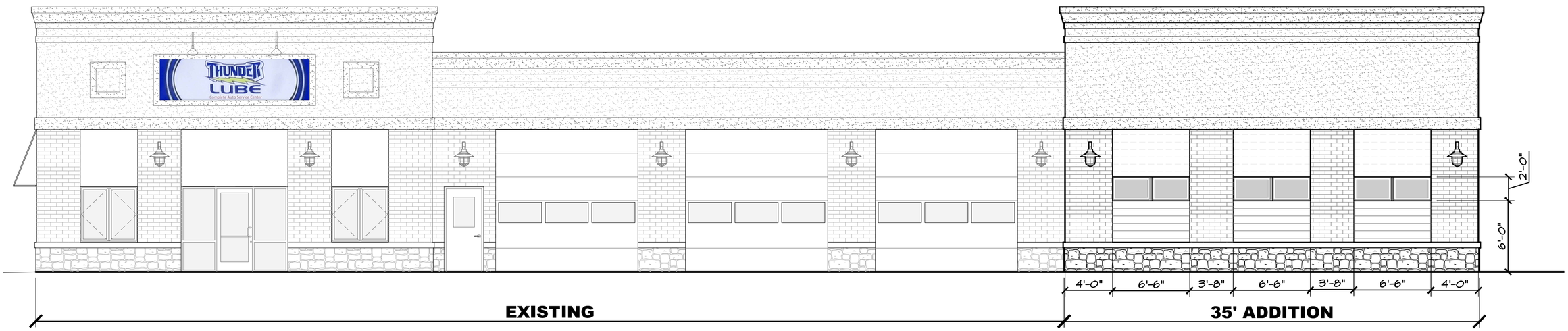
J+J Architecture
715.432.9556 WAUSAU, WISCONSIN




PRELIMINARY EAST ELEVATION




PRELIMINARY SOUTH ELEVATION




PRELIMINARY WEST ELEVATION

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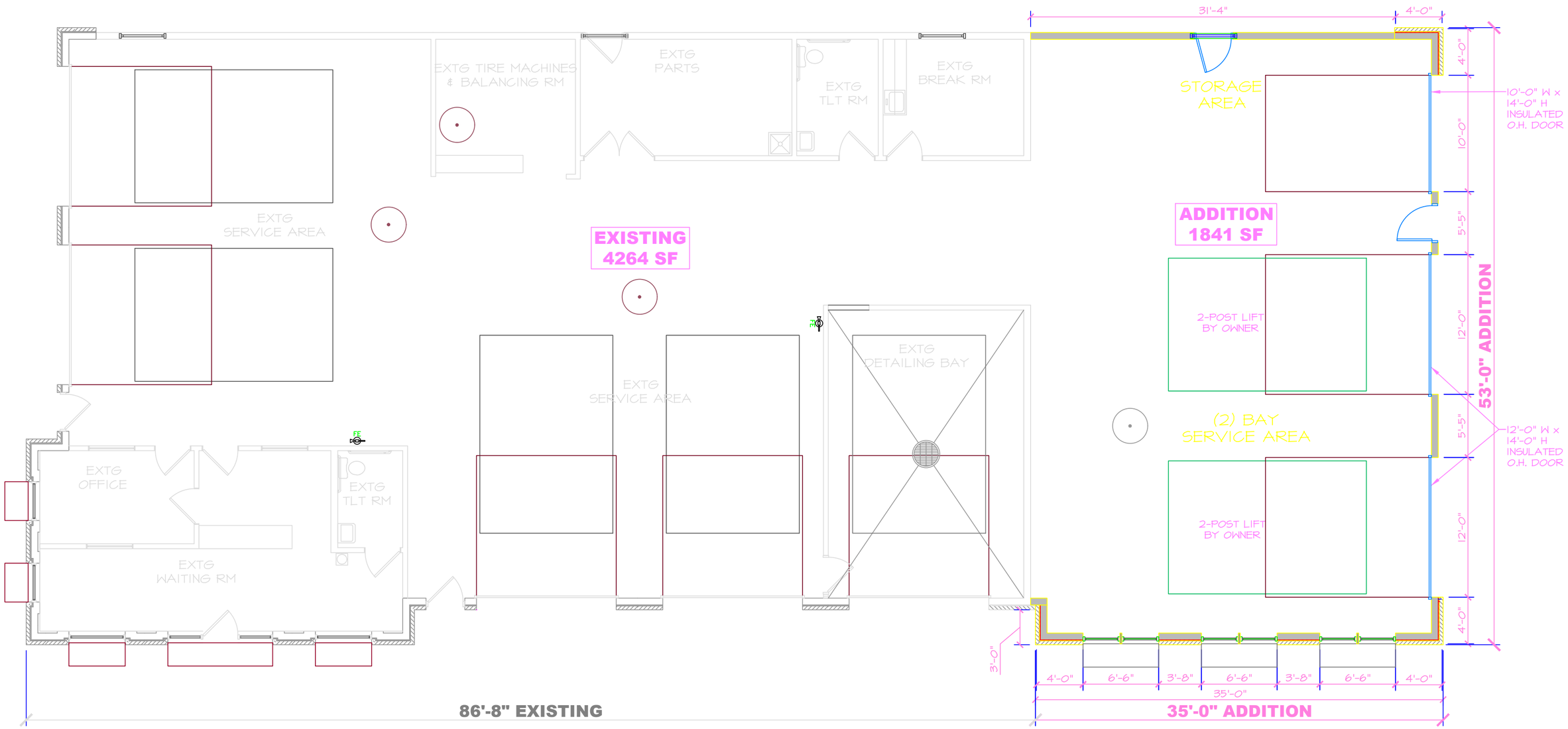
# THUNDER LUBE ADDITION

1015 S 17th AVE
WAUSAU, WISCONSIN

MAY 2026

J+J Architecture
715.432.9556
WAUSAU, WISCONSIN




PRELIMINARY FLOOR PLAN

N

# THUNDER LUBE ADDITION

1015 S 17th AVE
WAUSAU, WISCONSIN

MAY 2026

UPGRADE

# BROOKLYN

With its clean rectangular silhouette, this fixture blends classic style, 5CCT versatility, and durable construction to withstand the elements year-round.

2200k 2700k 3000k 3500k 4000k

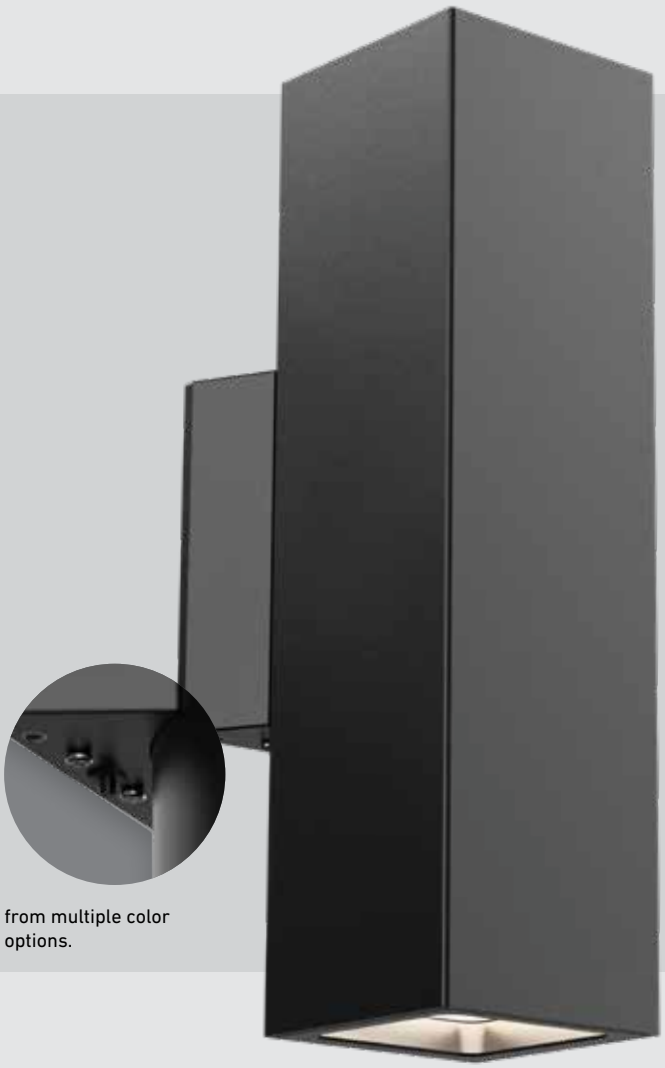
COLOR TEMPERATURE

WET

T24
JA8
CERTIFIED

Intertek

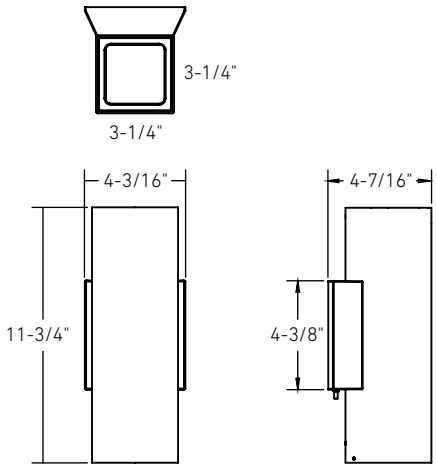
**LWB12-CC**



**CCT Button**
Easily select from multiple color temperature options.

| Model | Size | Watts | Delivered lumens | CRI | Color °T | Voltage |
|---|---|---|---|---|---|---|
| **LWB12-CC** | 11-3/4" | 30 W | 1890 lm | 90 | 2200, 2700, 3000 3500, 4000 K | 120 V Triac dimming |
| **LWB12-CC-V** | 11-3/4" | 30 W | 1980 lm | 90 | 2200, 2700, 3000 3500, 4000 K | V: 120 / 277 / 347V 0-10V dimming |

**LWB12-CC**



**Specifications**

Made of extruded aluminum

Switch-selectable CCT

Integrated dimmable driver

Aluminum end cap for unidirectional lighting included

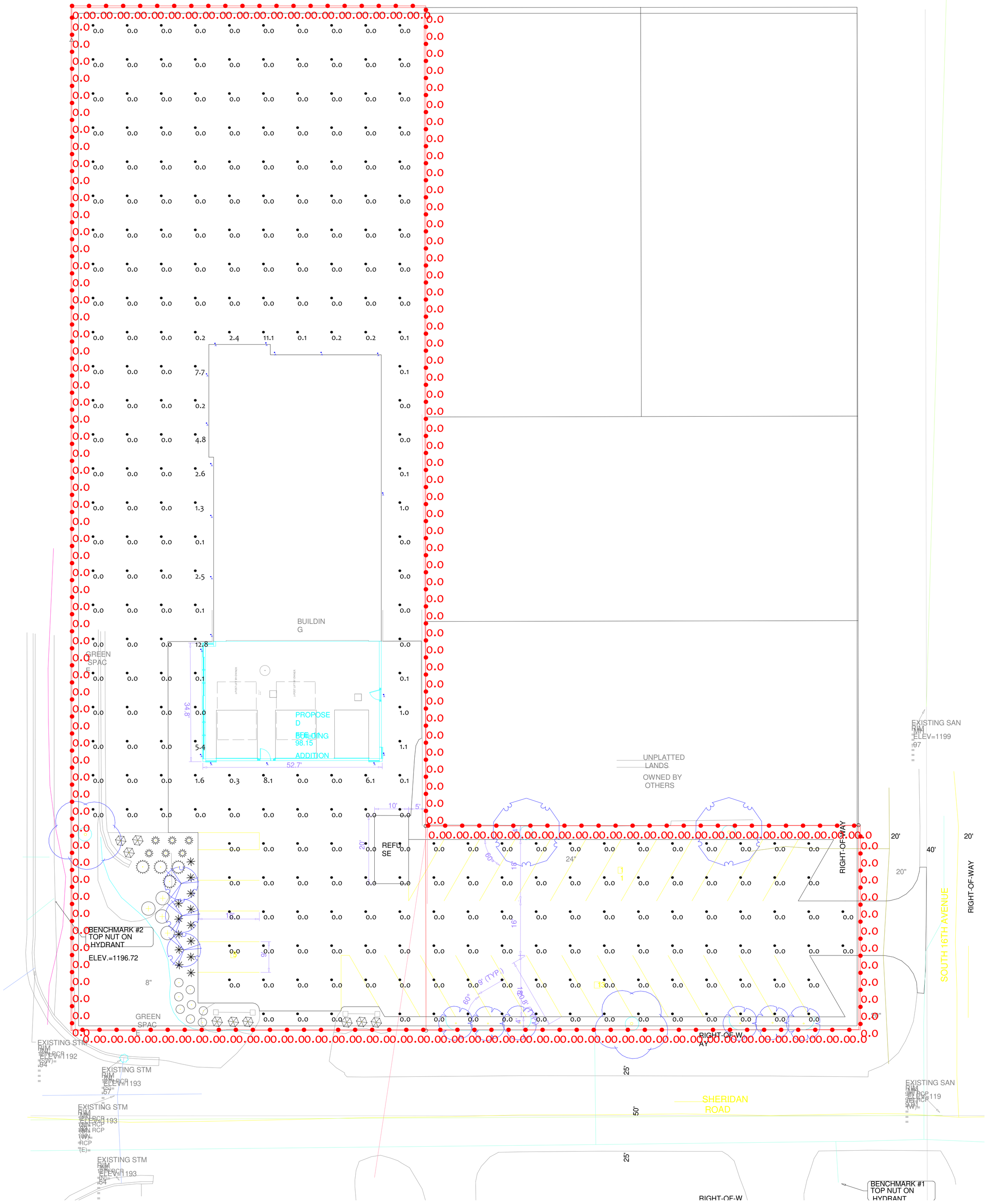
5-year warranty

**Finish**

**BK** Black

**Note**

Other color temperatures, finishes, and voltage options are available but may require minimum order quantities (MOQs) and longer lead times. Please contact your DALS representative for more information.




Scale: 1 inch= 14 Ft.

| Luminaire Schedule | | | | | |
|---|---|---|---|---|---|
| Symbol | Qty | Label | Description | Luminaire Watts | Total Watts |
| | 19 | A | LED UP AND_OR DOWN WALL SCONCE | 27.3184 | 519.05 |

| Calculation Summary | | | |
|---|---|---|---|
| Label | Units | Avg | Max/Min |
| CIRCULATION CALCS | Fc | 0.25 | N.A. |
| PROPERTY LINE CALCS | Fc | 0.00 | N.A. |

These plans, schedules, calculations, and lighting concepts are the property of Lighting Design Solutions (LDS) and are not to be shared, reproduced, viewed, or used in any manner without the explicit written permission of LDS. All luminaires and accessories purchased for this project are to be supplied by LDS unless other arrangements that include additional reimbursement for design costs are codified in a pre-approved written agreement with LDS.

These plans are not approved for construction unless specifically noted. They have not been reviewed or approved by any local or state agency, nor has the building owner confirmed final acceptance of the design or materials. Once approved, the final product details, voltages, accessories and quantities are the responsibility of the installing contractor and are to be fully verified by the contractor prior to release of order. Lead time for luminaires will vary but should be assumed to be 4-6 weeks after release unless specifically noted as "in-stock" or "quick ship" on the LDS Project Quotation.

Lighting performance and energy calculations are based on photometric data provided by the specified manufacturers, expected site finishes, anticipated energy costs, current rebate programs, and the projected operational use of the facility. Lighting Design Solutions, Inc. accepts no responsibility for variances resulting from inaccurate or changed data files, drawings, reflectance values, or rebate programs, and guarantees no alternate funding or rebate payment.



**PROJECT INFORMATION:**

THUNDERLUBE EXPRESS

**DRAWN BY:** A. THOMER **REVIEWED BY:** A. THOMER

**CONTRACTOR:** **APPROVED BY:**

DATE: 05/26/2026

| REV | DESCRIPTION | DATE |
|---|---|---|
| | | |

**Lighting Design Solutions, Inc. (Schofield & Milwaukee)**

P.O. Box 375
Schofield, WI 54476
**1.888.357.7070 Office**
715.693.2594 Fax

N78W14573 Appleton Ave #101
Menomonee Falls, WI 53051
**Design@LightingDesignSolutions.com**
www.LightingDesignSolutions.com

**OFFICIAL MINUTES**
REGULAR MEETING

**MEETING:** Plan Commission
**DATE/TIME:** Tuesday, June 16, 2026, at 5:00 PM
**LOCATION:** Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

**MEMBERS:**

| | |
|---|---|
| Mayor Doug Diny (C) | George Bornemann |
| Sarah Watson | Bruce Bohlken |
| Bruce Trueblood | Eric Lindman |
| Andrew Brueggeman | |

Members Present: Doug Diny, Sarah Watson, George Bornemann, Bruce Bohlken, Bruce Trueblood
Members Not Present:
Members Excused: Eric Lindman, Andrew Brueggeman
Present 5, Not Present 0, Excused 2

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:02 PM.

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

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

**April 21, 2026** Regular Plan Commission Minutes

Motion by Member Bohlken, seconded by Commission Member Bornemann, to approve Regular Plan Commission Minutes. Motion Passed 5-0.

**3 Public Hearing.**

**a.** Discussion on approving a Conditional Use Permit for 1740 Business Highway 51, 1820 Business Highway 51, and 1735 Merrill Avenue to allow Vehicle Sales use in the Suburban Mixed-Use (SMU) Zoning District (LeadCar Wausau, Inc)

Chair Diny opened the public hearing.
A representative from LeadCar Wausau, Inc explained the proposed project of a car dealership and clarified that the Merrill Ave lot will be for staff parking and overflow inventory. Sales and traffic will be done from a lot facing Business Highway 51
Amanda Nitzsche, 1740 Merrill Ave, expressed concerns on congestion, traffic flow and safety, construction noise, light pollution, and a potential decrease in property value.
Chair Diny closed the public hearing.

**b.** Discussion on rezoning 1010 S 16th Avenue from a (SR-5) Single-Family Residential – zoning district, to a PUD, Planned Unit Development zoning district to allow for expansion of a commercial business (Brass Properties, LLC)

Chair Diny opened the public hearing.
Brandon from Brass Properties/ThunderLube provided a description of the project. The following people commented their concerns about the project. Citing increased neighborhood traffic, pedestrian and child safety and commercial activity encroaching on a residential neighborhood as concerns. All commenters were against the rezoning.
David Burna, 1600 Sheridan Road
Gordy Burna, 1600 Sheridan Road
Douglas Burna, 1600 Sheridan Road

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Commenter, 1009 S 16th Avenue
Sherry Burna, 1600 Sheridan Road
A written comment from Marcia Niewlony, 16th Ave, opposed to the rezone was also received.
Chair Diny closed the public hearing.

## 4 Discussion and Possible Action.

**a.** Approving rezoning 1010 S 16th Avenue from a (SR-5) Single-Family Residential – 5 zoning district, to a PUD, Planned Unit Development zoning district to allow for expansion of a commercial business (Brass Properties, LLC)

Edmondson explained the application, project and reviewed the staff memo. Bornemann asked the applicant to describe the general traffic pattern. Applicant clarified that most traffic uses Rosecrans Street due to the ability to travel north or south on 17th Ave and clarified that the lot will only be staff parking with no lights. Trueblood inquired about trash service. Applicant explained that this will allow easier access for trash collection and avoid missed weeks due to snow or vehicle blocking the current receptacle. Trueblood asked what type of fencing the parking lot will have. Applicant explained fencing, grass and trees will surround the parking lot. Trueblood asked about a traffic study or any data that exists. Lenz explained that staff checked the DOT website and they did not have data for Sheridan as it is a local neighborhood street.

Motion by Member Bohlken, seconded by Commission Member Bornemann, to approve rezoning 1010 S 16th Avenue from a (SR-5) Single-Family Residential – 5 zoning district, to a PUD, Planned Unit Development zoning district to allow for expansion of a commercial business (Brass Properties, LLC). Motion Passed 4-1, with Alderperson Trueblood opposed.

## 5 Public Hearing.

**a.** Discussion on amending sections 23.03.05 Table of Land Uses, 23.03.14 Industrial Land Uses, and 23.06.06 Off-Street Parking and Traffic Circulation to define and create regulations for data centers in the zoning ordinance

Chair Diny opened the public hearing.
Mary Kluz, 127 Kent St, appreciates the pro-activeness of the Plan Commission and asked that they take their time and listen to residents before making a decision. Shared common concerns of data centers which include increased water use, increased utility use, increased noise and environmental concerns. Suggested consulting with SEEC and having a well publicized conversation.
Les Bearstail, Wausau, spoke against the development of data centers and asked that the code amendment build in protections against the negative impacts of data centers.
Jay Coldwell, 1508 Merrill Ave, pointed out that there are various sizes of data centers, which can be used to support small businesses, but asked that the commission draws a line in the sand that they will not consider a data center greater than a certain size and that Wausau take a regional leadership position in this topic.
Andrew Passehl, 1221 S 7th St, spoke in favor of code amendments that create control and limit data centers. Asked that the commission consider adding a provision in the application that would require a plan for what happens if the data center shuts down.
Chair Diny closed the public hearing.

## 6 Discussion and possible action.

**a.** Amending sections 23.03.05 Table of Land Uses, 23.03.14 Industrial Land Uses, and 23.06.06 Off-Street Parking and Traffic Circulation to define and create regulations for data centers in the zoning ordinance

Edmondson explains that these changes would limit the possibility of a data center to two zoning districts (Medium and Heavy Industrial) in the city in which there is limited land availability and requires a conditional use permit to be approved by the commission. Edmondson clarified that this would not change the zoning of properties where a data center would be an ancillary use, like a large hospital with an onsite data center. These changes are for projects where a data center is the principal use for the property. Trueblood supports this

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as a jumping off point with a frequent review of the ordinance in an effort to keep up with technology changes. Edmondson stated that if there is a desire to create an ordinance that is stricter, she would recommend only allowing a conditional use permit in heavy industrial which would limit the land availability even more. Edmondson clarified that these changes create a much more intensive application process than currently exists and allows the commission to have more information like a sustainability plan and water usage.

Motion by Alderperson Watson, seconded by Member Bohlken, to approve amending sections 23.03.05 Table of Land Uses, 23.03.14 Industrial Land Uses, and 23.06.06 Off-Street Parking and Traffic Circulation to define and create regulations for data centers in the zoning ordinance. Motion Passed 5-0.

**b.** Approve Meeting-in-a-Box Template - public engagement Wausau Comprehensive Plan

Edmondson shared the meeting in a box template that staff intends to use in the Comprehensive Plan process. Trueblood asked to add "other comments not covered" to the end in order to capture any additional comments. Edmondson will add that to the template.

Motion by Alderperson Watson, seconded by Commission Member Bornemann, to approve Meeting-in-a-Box Template - public engagement Wausau Comprehensive Plan. Motion Passed 5-0.

## 7 Discussion.

## 8 Adjournment.

Motion by Alderperson Watson, seconded by Member Bohlken, to adjourn. Motion carried. Meeting adjourned at 06:32 PM.

**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 Economic Development Committee Approving a Planning Option for 1501, 1502,1505,1508,1509,1510, 1514 North 2nd Street and 201 East Bridge Street with Eminent Development Corporation.

**Committee Action:** Approved 3-1

**File Number:** 26-0710 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| | *Budget Neutral:* | *YES [X]* | *NO [ ]* | | |
| COSTS | *Included in Budget:* | *YES [ ]* | *NO [ ]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS,** the City of Wausau owns certain real property that has been identified for potential future development located at 1501, 1502,1505,1508,1509,1510, 1514 North 2nd Street and 201 East Bridge Street ; and

**WHEREAS**, at its July 1, 2025 meeting, the Economic Development Committee approved the issuance of a Request for Interest (RFI) for the redevelopment of City-owned land along North 2nd Street and Bridge Street, which was subsequently released publicly and distributed to local, regional, and statewide developers, planners, and construction industry contacts to solicit redevelopment proposals; and

**WHEREAS**, at its June 2, 2026 meeting, the Economic Development Committee directed staff to negotiate a six (6) month Planning Option Agreement with Eminent Development Corporation to allow the developer additional time to complete due diligence and evaluate the feasibility of redeveloping the property; and

**WHEREAS,** on July 7, 2026, the Economic Development Committee reviewed and approved the requested Planning Option Agreement, providing Eminent Development Corporation with an exclusive period to evaluate the property while preserving the City's ownership interests; and

**WHEREAS,** Eminent Development Corporation has expressed interest in evaluating the feasibility of a development project on the property and requested a Planning Option Agreement to complete due diligence activities, project planning, financial analysis, and other feasibility studies at its sole expense; and

**WHEREAS,** approval of the Planning Option Agreement does not obligate the City to sell the property, provide financial assistance, enter into a development agreement, or approve any future development proposal; and

**WHEREAS,** any future request involving the sale or development of the property would be subject to separate review and approval by the Economic Development Committee, Finance Committee and Common Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the Planning Option Agreement between the City of Wausau and Eminent Development Corporation is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are authorized to execute the Planning Option Agreement and any related documents necessary to carry out the intent of this Resolution.

Approved:

_____

Doug Diny, Mayor

**MEMO**

TO: Economic Development Committee
FROM: Patrick Gatterman, Economic Development Manager
DATE: 07/07/2026
RE: Planning Option Consideration for 1501, 1502,1505,1508,1509,1510, 1514 North 2nd Street and 201 East Bridge Street with Eminent Development Corporation

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At the July 1st, 2025 Economic Development Committee meeting, the Committee approved issuance of a Request for Interest (RFI) for the redevelopment of City-owned land along North 2nd Street and Bridge Street. The RFI was subsequently released publicly and distributed to local, regional, and statewide developers, planners, and construction industry contacts to solicit redevelopment interest and proposals for the site.

At its June 2nd, 2026 meeting, the Economic Development Committee requested staff work with Eminent Development Corporation a six (6) month Planning Option Agreement to allow the developer additional time to complete project due diligence and evaluate redevelopment feasibility for the site.

The Planning Option Agreement will provide Eminent Development Corporation the opportunity to conduct planning-related activities including, but not limited to, conceptual site planning, engineering and infrastructure review, environmental and site investigations, market analysis, project financial review, and other due diligence items necessary to determine project feasibility. All planning, due diligence, and financial analysis activities associated with the Planning Option Agreement shall be completed at the sole cost and expense of Eminent Development Corporation.

The North 2nd Street redevelopment area represents a significant opportunity for reinvestment and redevelopment within the City's downtown riverfront corridor. The City's redevelopment goals for the area include encouraging private investment, expanding the local tax base, supporting housing and mixed-use development opportunities, improving connectivity between downtown and surrounding neighborhoods, and advancing long-term riverfront redevelopment efforts.

The Planning Option Agreement does not obligate the City to convey the property or approve a future development agreement. Any future redevelopment proposal, land sale, or development agreement associated with the property would be subject to future review and approval by the Economic Development Committee and Common Council.

The proposed Planning Option Agreement term shall remain in effect for six (6) months from the effective date of the agreement unless otherwise extended or terminated through future Committee and/or Council action.

## PLANNING OPTION AGREEMENT

THIS PLANNING OPTION AGREEMENT (this "Agreement") is made and entered into as of the 14th day of July 2026, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation established pursuant to Chapter 66, Wis. Stats., having its office at 407 Grant Street, City Hall, Wausau, Wisconsin 54401 (hereinafter "CITY") and **EMINENT DEVELOPMENT CORPORATION** a Wisconsin Corporation, with its principal address of 3910 Dallas Drive, Madison, Wisconsin 53719 (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, CITY owns certain real property and improvements located at 1501,1502,1505,1508,1509,1510, and 1514 North Second Street and 201 East Bridge Street, Wausau, Wisconsin, with Pin No's. 29129072520293, 29129072520303, 29129072520294, 29129072520304, 29129072520295, 29129072520305, 29129072520306, and 29129072520296 (the "Property"); and

WHEREAS, DEVELOPER has requested a period of time to complete all desired due diligence necessary to determine the physical and financial feasibility of certain redevelopment activities at the Property (the "Project"); and

WHEREAS CITY desires to see the Property redeveloped in order to generate economic activity and tax base for the community; and

WHEREAS, depending on a determination by both parties of the economic and land use compatibility of the proposed Project, CITY is willing to negotiate a sale of the Property to DEVELOPER.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

1. **Planning Option.**

   (a) CITY hereby grants to DEVELOPER (and any entity that is approved by the City of Wausau as a successor or assign) an exclusive period from the date hereof through December 31, 2026 to complete, at DEVELOPER's sole cost, any desired due diligence and feasibility studies relating to the Property and the Project (the "Planning Option"). The price of the Planning Option shall be Ten Dollars ($10.00). The Planning Option may be extended for an additional period of six (6) months upon written notice to CITY prior to expiration for an additional fee of Ten Dollars ($10.00) (such fee is non-refundable except as set forth below).

(b) CITY, during the period of the Planning Option or any extension thereof, agrees not to sell the Property and agrees that DEVELOPER has exclusive rights to the purchase and development of the Property during such period.

(c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided however, that: (i) any destructive or invasive testing shall require CITY'S advance written consent; (ii) prior to conducting any activities on the Property, DEVELOPER agrees to provide CITY with proof of liability insurance reasonably acceptable to CITY; and (iii) DEVELOPER agrees to promptly repair any damage DEVELOPER causes. CITY shall make available all known environmental reports in CITY'S possession.

(d) During the Planning Option, CITY shall make good faith efforts to coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

2. **Development Agreement Negotiations.** Upon a determination by DEVELOPER that the Project is feasible, DEVELOPER shall have the option to provide CITY with written notice of DEVELOPER'S intent to proceed prior to the expiration of the Planning Option. Upon the delivery of such notice, the parties agree to negotiate in good faith for a period of not less than sixty (60) days to arrive at a binding development agreement between the parties relating to the Project (the "Development Agreement"). The terms and conditions of the binding Development Agreement are subject in all respects to negotiation and mutual agreement, and neither party shall be obligated to enter into such agreement. If after such negotiation period no binding Development Agreement has been completed, this Agreement shall self-terminate. The following is the current, non-binding understanding as to the potential structure of the Project:

(a) The Project will be consistent with DEVELOPER'S previous written response to CITY'S Request For Proposal process.

(b) CITY will transfer the Property to DEVELOPER in its "AS-IS" condition for $TBD pursuant to the terms of an executed Development Agreement.

(c) The Project will be compliant with existing zoning. This Agreement does not supersede existing zoning and it does not guarantee or imply that any proposed uses that are not currently permitted by existing zoning will e authorized or that the regular design review processes can be avoided.

(d) CITY's obligations under the Development Agreement will be conditioned upon, among other items, evidence of Project financing, review and approval of DEVELOPER's construction plans, and approval by the City of Wausau Common Council in all respects.

(e) If the parties enter into the Development Agreement before the expiration of the Planning Option, all payments made to CITY for the Planning Option shall be applied to costs associated with the transfer of title to DEVELOPER or other costs or expenses to be paid to CITY under the Development Agreement. If the Development Agreement is not agreed to by the parties, the DEVELOPER shall forfeit all development rights to the Property.

3. **Termination.** In the event DEVELOPER determines that the proposed Project is not feasible, or otherwise does not desire to move forward, DEVELOPER shall terminate this Agreement by providing CITY with written notice thereof. In the event DEVELOPER provides no notice to proceed prior to the expiration of the Planning Option, this Agreement shall automatically terminate. CITY shall have the option to terminate this Agreement, with or without cause, upon at least thirty (30) days' written notice and, if without cause, CITY shall refund any payments made to CITY for the Planning Option.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**CITY**

CITY OF WAUSAU

a Wisconsin municipal corporation

By: _____

Doug Diny, Mayor

By: _____

Rachel Brown, Clerk

**DEVELOPER:**

EMINENT DEVELOPMENT CORPORATION

a Wisconsin Corporation

By: _____

Julian Walters, President

EMINENT
DEVELOPMENT CORPORATION

*City of Wausau*

# N 2nd Street Redevelopment

May 18, 2026
Patrick Gatterman
Economic Development Manager
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: North 2nd Street Redevelopment – Request for Interest Submission

Dear Mr. Gatterman and Members of the Economic Development Committee:

On behalf of Eminent Development Corporation, I am pleased to submit our expression of interest in the redevelopment of the City-owned North 2nd Street parcels located at 1501, 1502, 1505, 1508, 1509, 1510, 1514 North 2nd Street and 201 East Bridge Street.

Eminent Development Corporation is a Wisconsin-based real estate development company specializing in affordable, workforce, and mixed-income housing throughout the Midwest. Our mission is to create high-quality, community-centered developments that expand housing opportunities, stimulate economic growth, and enhance neighborhoods through thoughtful design and strategic partnerships.

Eminent Development Corporation is highly interested in partnering with the City of Wausau to transform this strategically located 1.13-acre site into a vibrant mixed-use development that complements the surrounding neighborhood and advances the City's vision for the North 2nd Street corridor. The RFI highlights the site's proximity to downtown, the Wisconsin River, and the Riverlife district, and encourages creative proposals that maximize taxable value and enhance neighborhood character.

Our preliminary concept envisions the construction of approximately 60 new residential units in a thoughtfully designed mixed-use development featuring ground-floor commercial space along Bridge Street. The residential component would include a blend of market-rate and workforce housing designed to address the growing demand for quality housing in Wausau, while the commercial space would activate the street frontage and provide opportunities for neighborhood-serving businesses.

Architecturally, the development would reflect the historic character of the surrounding neighborhood while incorporating modern construction methods, high-performance building systems, and sustainable design elements. We believe this concept would create a strong gateway into the North Riverfront area and strengthen connections between downtown, Riverlife, and adjacent residential neighborhoods.

Eminent Development Corporation brings extensive experience in assembling complex capital stacks, securing public and private financing, and managing developments from concept through construction and long-term ownership. We are particularly encouraged by the property's location within Tax Increment District #3 and welcome the opportunity to work collaboratively with City staff to evaluate potential participation that will maximize the quality and impact of this transformative development.
We appreciate the opportunity to submit our interest and look forward to discussing our vision in greater detail. Thank you for your consideration.

Warm regards,

Julian Walters, President
Eminent Development Corporation
608-235-5837
jwalters@eminentdc.com

# Team Members

EMINENT
DEVELOPMENT CORPORATION

EMINENT
DEVELOPMENT CORPORATION

# JULIAN WALTERS

## PRESIDENT

## WORK EXPERIENCE

Julian Walters, a Wisconsin native and seasoned real estate professional, that brings a unique journey and diverse experiences to the workforce. A graduate of ACRE (Associates in Commercial Real Estate), Julian expanded his development fundamentals, focusing on LIHTC, and building valuable relationships with industry leaders. Prior to ACRE, he served as Project Manager at Commonwealth Development Corporation, where he played a pivotal role in application submissions, closings, and asset management across multiple states including Wisconsin, Minnesota, Pennsylvania, Arizona, and Iowa. Julian founded Eminent Development Corporation with the goal of using years of experience to impact communities. Recently, Eminent Development Corporation secured a 44-unit and a 65-unit deal in Wisconsin's 2024 tax credit round. Financing has closed and construction has begun on both Park Lofts and Ellis Potter Apartments. The projects are projected to finish construction in the Spring of 2026.

## CONTACT


608-235-5837

jwalters@eminentdc.com

3910 Dallas Dr
Madison, WI 53719


## EDUCATION

- B.S, Business Marketing- Alabama A&M University
- MBA, - Earl G. Graves School of Business, Morgan State University

## ACCREDITATIONS

- Associates in Commercial Real Estate(ACRE) - Marquette University, MSOE, UW- Milwaukee, LISC
- DEED Alumni- City of Madison
- WHEDA Emerging Developer
- Forward 48 Civic Leader
- Licensed Wisconsin Real Estate Broker

## NEWS

- https://www.ibmadison.com/40-under-40/2024/julian-walters/image_c01ee88c-ebc0-11ee-b6e0-e70b5ebe2e78.html
- https://madison.com/news/local/government-politics/madison-youth-housing-foster-care/article_bd549a1a-b09d-11ee-9235-ebd23bcc5e75.html
- https://www.wmtv15news.com/2024/01/28/with -citys-support-madison-native-spearheading-youth-focused-housing-complex/

PARTNER

# Donald N. Bernards, CPA

*Donald Bernards, partner in the real estate advisory group with Baker Tilly, has been active in many aspects of affordable housing since 1999.*

**Baker Tilly US, LLP**

4807 Innovate Lane
Madison, WI 53718
United States

**T:** +1 (608) 240 2643
donald.bernards@bakertilly.com

**bakertilly.com**


## Education

Bachelor of Business Administration in accounting
University of Wisconsin-Madison

Don is well versed in structuring affordable housing transactions, including the tax issues. Don is adept at creating a checklist of major issues for each project that can put a deal at risk. Immersed in the affordable housing practice, Don has a wide range of experience with projects, owners and investors and has built a wide network of contacts within the field. His enthusiasm and passion for the industry are infectious. “It’s not just about numbers,” he says, “it’s about the end product and growing capacity.” Don has worked on affordable housing transactions in 26 states.

## Specific experience

- Manages a portfolio of clients with the affordable housing industry utilizing various programs including Section 42 and Section 8
- Provides financial modeling for acquisition/rehabilitation and new construction tax credit deals
- Part of HUD technical assistance team providing Rental Assistance Demonstration (RAD) technical assistance nationwide to housing authorities through one-on-one training as well as presenting at educational conferences and seminars
- Consults on various 4 percent and 9 percent deals that have a RAD award and are working toward closing
- Assists in the preparation of Low-Income Housing Tax Credit (LIHTC) applications and applications for soft sources of financing, including HOME, Affordable Housing Program (AHP) and Community Development Block Grants (CDBG)
- Determines optimal Historic Tax Credit transaction structure, works with attorneys to ensure structure abides by safe harbor guidelines and advises on maximizing qualified rehabilitation expenditures (QREs)
- Assists with obtaining debt for various types of affordable housing, including taxable and various tax-exempt debt totaling more than $350 million over the past five years
- Provides assistance with portfolio acquisition and disposition strategies and implementation
- In the past five years, assisted in raising and closing more than $500 million in equity for LIHTC and Historic Tax Credit projects
- Reviews budgets and performs financial analysis on assisted living projects

# Firm Profile

Sketchworks Architecture LLC is a Limited Liability Company with two member partners: Steve Shulfer, AIA and Bradley Koning, AIA. Sketchworks Architecture serves its clients with the development of innovative solutions and impeccable client service responding to any range of project challenges. We take pride in finding attractive, functional, and cost-effective designs that benefit the landscape and offer the user the best spatial experience. The client's goals become our goals, and success is only achieved when the client is satisfied, realizing they have chosen the best design professional available.

## ARCHITECTURAL REGISTRATION

Our staff is currently registered and licensed to perform work in the following states:

- Wisconsin
- Kentucky
- Florida
- Michigan
- Illinois
- Minnesota
- Indiana
- Missouri
- Iowa
- Texas

## STEVE SHULFER

*Partner & CEO*

Steve Shulfer is a registered Architect with 25 years of experience. His array of experience, industry knowledge, understanding of construction methods and management skills make Steve an excellent team leader and client asset.

EDUCATION

- Bachelor of Science, Architectural Studies: *UW-Milwaukee*

## BRAD KONING

*Partner & Director of Project Development*

Brad Koning is a registered Architect with 20 years of experience on a wide range of projects. He has spent time performing full time on-site construction administration for several clients and brings excellent design sense to any project.

EDUCATION

- Bachelor of Science, Architectural Studies: *UW-Milwaukee*
- Masters of Architecture: *UW-Milwaukee*

## ERIN SUMMERS

*MBA, Partner & Director of Operations*

Erin Summers, brings over 15 years of combined management experience. She establishes procedures for complex projects, organizes teams and achieves cost-effective results by focusing on organizational innovation and effectiveness.

EDUCATION

- Bachelor of Business Administration: *UW-Madison*
- Master of Business Administration, Project Management: *CSU*
- Master of Science: Organizational Leadership: *CSU*

Bernie Lange is project development manager for National Construction. He has more than 30 years of Madison area commercial construction industry experience, primarily with The Renschler Company, where he rose from project manager to owner. With an emphasis on the pre-construction stage, he guides clients through the entirety of the construction process and remains engaged as a continuing resource.

## Experience

**Project Development Manager | National Construction, NCI-Roberts Construction**

**Business Development and Client Service | Tri-North Builders – Madison, WI**

**President and Owner, Business Development Manager, Project Manager and Estimator | The Renschler Company – Madison, WI**

**Project Manager | The Oppel Jenkins Group – Amarillo, TX**

## Education

**Bachelor of Science in Business and Finance | Eastern Illinois University**

## Volunteer Roles

**Co-Chair, Golf Committee | Fellowship of Christian Athletes**

**Member, Fundraising Committee | Agrace Hospice & Supportive Care**

**Member, Board of Directors | Middleton Outreach Ministry**

## Notable Project Experience

**Watco | Locomotive Repair Facility – Janesville, WI**

**Normandy Apartments | Three-Phase, Full Facility Renovation – Madison, WI**

**KEVA Sports Center | Interior Renovation, New Fields and Multi-Tenant Building – Middleton, WI**

**TPC Wisconsin | Clubhouse Remodel – Madison, WI**

**Tesla | Service Center Renovation – Madison, WI**

# Concept Plan

EMINENT
DEVELOPMENT CORPORATION

# Project Narrative – North 2nd Street Redevelopment

Eminent Development Corporation proposes to transform the City-owned North 2nd Street site into a vibrant mixed-use development that serves as a gateway connecting Downtown Wausau, the Riverlife district, and the surrounding historic neighborhood. Situated on approximately 1.13 acres within Tax Increment District #3, the development is designed to activate this highly visible corridor with a combination of new housing, neighborhood-serving commercial space, and pedestrian-oriented public improvements.

The proposed concept features a thoughtfully designed three- to four-story mixed-use building containing approximately 45 to 60 residential units positioned above an at-grade parking level. The residential component will offer a blend of market-rate and workforce housing options intended to address the growing demand for quality housing in the Wausau market. Unit types are expected to include a mix of one-bedroom, two-bedroom, and select three-bedroom apartments designed to appeal to young professionals, working families, and empty nesters seeking an urban living environment.

Complementing the residential component will be approximately 5,800 square feet of ground-floor commercial and retail space strategically located along Bridge Street. This space is intended to accommodate neighborhood-serving businesses such as a café, professional office, wellness provider, or boutique retail tenant. By incorporating commercial uses along this prominent frontage, the project will strengthen the pedestrian experience and create a more active and engaging streetscape.

The development has been planned to maximize the site's unique characteristics while preserving critical infrastructure. A central drive aisle will maintain the required 30-foot utility easement and provide access throughout the site. Rear loading and service access will be accommodated from the adjacent alley, minimizing disruptions to the primary street frontages. The former North 2nd Street right-of-way will be reimagined as a dedicated two-way bicycle route and pedestrian walkway, improving neighborhood connectivity and supporting the City of Wausau's commitment to multimodal transportation. Parking will be provided through a combination of approximately 45 stalls within the ground level of the residential building and an additional 40 surface spaces, for a total of approximately 85 on-site parking stalls. This parking strategy ensures that residents, commercial tenants, and visitors are adequately accommodated while maintaining a high-quality urban design.

Architecturally, the project will reflect the historic character of the surrounding neighborhood while incorporating modern building systems, energy-efficient construction methods, and sustainable design principles. The upper residential floors are anticipated to utilize wood-frame construction over a concrete podium or at-grade parking structure, providing an efficient and cost-effective building system while delivering an attractive and durable finished product.

The North 2nd Street Redevelopment represents an estimated investment of approximately $18 million to $22 million and is expected to generate significant new taxable value for the City of Wausau. Beyond its economic impact, the project will help address the region's housing shortage, create opportunities for local businesses, and reinforce the continued revitalization of the North Riverfront district.

Eminent Development Corporation is excited about the opportunity to partner with the City of Wausau to deliver a transformative development that aligns with the community's vision and serves as a lasting asset for residents, businesses, and visitors alike.

## NORTH SECOND STREET PROPOSED MIXED USE WAUSAU, WISCONSIN

FEATURES

-3-4 Story Apartment building with 45-60 total units.
-Mix of residential and light commercial spaces
-85 total parking stalls, inside and out
-Central drive with 30 foot utility easement
-Rear delivery and service access for commercial spaces from adjacent alley
-Two direction bike route and pedestrian walk in former Second Street Right of Way
-One way access from Bridge Street, limits traffic impact State Highway 52.

CHALLENGES

-Parking opportunities are limited and fall short of zoning requirements
-Amenities and service areas erode available parking stalls for at grade parking garage
-Utility easement limits and fixed location limits most efficient building layouts
-Coordination with Wisconsin Department of Transportation required for intersection reconfiguration.

# N 2nd STREET REDEVELOPMENT

## SITE PLAN CONCEPT

DESIGN PARTNERS

Sketchworks architecture llc

DATE: 05/05/2026 1 OF 1

DEVELOPMENT PARTNERS

EMINENT

# Financing and Projected Timeline

Eminent Development Corporation respectfully proposes that the City of Wausau convey the North 2nd Street redevelopment site to the development team for a nominal purchase price of One Dollar ($1.00). This request reflects the substantial public benefits that the proposed development will deliver, including approximately 45 to 60 new residential units, 5,800 square feet of neighborhood-serving commercial space, significant new property tax value, expanded housing opportunities, and continued revitalization of the North Riverfront corridor.

The City has assembled these parcels over many years with the express purpose of catalyzing transformative redevelopment. By contributing the land at a nominal price, the City will make a strategic investment that enhances project feasibility and allows additional resources to be directed toward high-quality design, sustainable construction, and public realm improvements. This approach is consistent with prior redevelopment initiatives in Wausau where City-owned land has been utilized as an economic development tool to attract private investment and maximize long-term community benefit.

Estimated Construction Value and Approximate Construction Timeline
The proposed North 2nd Street Redevelopment is anticipated to represent a total private investment of approximately $18 million to $22 million, excluding the value of the City's land contribution.
The development is expected to include:

- Approximately 45 to 60 residential units
- Approximately 5,800 square feet of ground-floor commercial and retail space
- Approximately 85 on-site parking stalls, including both structured and surface parking
- Pedestrian and bicycle improvements within the former North 2nd Street right-of-way

**Preliminary Development Timeline**

| Milestone | Estimated Timing |
|---|---|
| Developer Selection and Initial Negotiations | August 2026 |
| Site Control and Due Diligence | August – September 2026 |
| Design Development and Entitlements | September – December 2026 |
| Financing Commitments and Final Approvals | January – March 2027 |
| Construction Start | April 2027 |
| Construction Completion | April – June 2028 |
| Initial Occupancy and Lease-Up | Summer 2028 |

The anticipated construction period is approximately 12 to 14 months from the commencement of construction. This schedule reflects Eminent Development Corporation's intention to move expeditiously through due diligence, design, financing, and permitting so that the project can begin construction in April 2027 and deliver new housing and commercial space to the community by Summer 2028.
Upon completion, the development will create a highly visible mixed-use project that expands housing opportunities, activates Bridge Street with neighborhood-serving commercial uses, and substantially increases the taxable value of this important gateway site.

# Other Successful Projects

EMINENT
DEVELOPMENT CORPORATION

**Project 1: The Xchange – Neenah, WI**

**Development Scope**

a. **Operator:** Eminent Development Corporation

b. **Project Description:**

The Xchange is a four-story mixed-use development planned on a 2.5-acre site. The project includes 32 residential units consisting of stacked flats and townhomes, along with approximately 2,400 square feet of ground-floor commercial space.

c. **Quality, Market Mix & Amenities:**

The project is designed as a high-quality mixed-use development with a focus on affordability and community integration. Residential offerings include a mix of unit types to serve a range of household sizes. Amenities include a clubroom, fitness center, pet exercise area, community patio, greenspace, and firepit, creating an engaging and community-oriented living environment.

**Financial Characteristics**

a. **Total Development Cost:** $14.5 million

b. **Funding Structure:**

The project is structured as a mixed-use affordable development utilizing a combination of conventional debt, equity, and public financing tools. Anticipated sources include tax credit equity, construction financing, and gap funding through local and state programs.

**Development Team Role**

Eminent Development Corporation serves as the lead developer and operator, responsible for site control, design coordination, capital structuring, public-private partnership engagement, and overall project execution. The City of Neenah owned the land and sold it to the developer for $1.

**Project 2: Park Lofts – Madison, WI**

**Development Scope**

a. **Operator:** Eminent Development Corporation

b. **Project Description:**

Park Lofts is a 44-unit, mid-rise apartment development situated on approximately 0.89 acres with a total building size of approximately 44,000 square feet. The project consists of studio, one-bedroom, and two-bedroom units designed to serve individuals and families.

c. **Quality, Market Mix & Amenities:**

This is a 100% affordable housing development with a strong focus on youth-centered and supportive housing. The project includes high-quality finishes such as stainless steel appliances, vinyl flooring, LED lighting, and free Wi-Fi. Amenities include a community room, fitness center, child playroom, supportive services office, leasing office, elevator access, and covered parking. The development incorporates ENERGY STAR appliances and energy-efficient building systems.

**Financial Characteristics**

a. **Total Development Cost:** $17.88 million

**Funding Structure:**

The project is financed through a layered capital stack including 9% Low-Income Housing Tax Credits (LIHTC), soft funding sources from the City and County, conventional construction debt, and equity investment. Additional supportive service funding is incorporated to enhance resident outcomes.

**Development Team Role**

Eminent Development Corporation serves as Lead Developer and Owner, responsible for project conception, financing strategy, tax credit application, design coordination, construction oversight, and long-term ownership. In this public-private partnership, the City of Madison sold the land for $1 and also committed $2,000,000 in ERA funds to the project.

**Project 3: Ellis Potter Apartments – Madison, WI**

**Development Scope**

a. **Operator:** Horizon Development & Eminent Development Corporation (JV)

b. **Project Description:**

Ellis Potter Apartments is a 65-unit mixed-income housing development located on approximately 2.1 acres, totaling approximately 65,000 square feet. The project consists of a 54-unit age-restricted apartment building and 11 market-rate three-bedroom townhomes, providing a mix of housing types within a single development.

c. **Quality, Market Mix & Amenities:**

The project combines affordable senior housing with workforce-oriented townhomes. Amenities include a clubroom, fitness center, leasing office, and a 1,700-square-foot Community Service Facility (CSF). The CSF provides programming such as employment support, financial stability services, and community-based programming, enhancing resident quality of life and long-term stability.

**Financial Characteristics**

a. **Total Development Cost:** $22.3 million

b. **Funding Structure:**

The development is financed through a combination of LIHTC equity, conventional debt, soft financing sources, and public-private partnerships. The mixed-income structure allows for cross-subsidization between unit types while maintaining long-term financial stability.

**Development Team Role**

Eminent Development Corporation serves as Co-Developer and Owner alongside Horizon Development. Responsibilities include capital structuring, design collaboration, public engagement, and oversight of development execution.

**References:**

Kelly Nieforth (Neenah, WI)
Director of Community Development and Assessment
City of Neenah
211 Walnut Street
Neenah, WI 54956
Phone: (920) 886-6127
Email: knieforth@neenahwi.gov

John Vogt (Madison, WI)
Community Development Specialist
Department of Planning and Community & Economic Development
Community Development Division
Madison Municipal Building | Suite 300
215 Martin Luther King, Jr. Boulevard | Madison, Wisconsin 53703-3348
Tel 608 267 0742 | Fax 608 261 9661
Email jvogt@cityofmadison.com

EMINENT
DEVELOPMENT CORPORATION

Park Lofts

The XChange

Ellis Potter

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

Confirming Appointments of the Mayor of the City of Wausau to Historic Preservation Commission and the Capital Improvement Project Committee.

**File Number:** 26-0702 **Date Introduced:** July 14, 2026

## Historic Preservation Commission

| Appointee: | | Term: | Term Ending: |
|---|---|---|---|
| Samuel Cripps | 1st Term | Replacing Brian Mason | 04/30/2027 |

## Capital Improvement Project Committee

| Appointee: | | Term: | Term Ending: |
|---|---|---|---|
| Timothy P. Howe | 1st Term | Replacing Joe Gehin | 04/30/2028 |

Attest:

_____
Rachel Brown, 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** *

The Rev. Samuel Cripps

First and Last Name

**Residential Address** *

Street Address

[redacted]

Address Line 2

City

Wausau

State/Province/Region

WI

Postal/Zip Code

54403-4921

**Is this your residence for voter registration?** *

☑ Yes ○ No

**Phone** *

[redacted]

**Email** *

[redacted]

**How long have you been a Wausau resident?** *

3 years

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

○ Yes ☑ No

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

## Employment Information

Please provide your current or most recent employment information.

**What is your most recent job title?** *

Rector

**Business Name** *

The Episcopal Church fo St. John the Baptist

**Business Address** *

Street Address

330 McClellan St

Address Line 2

City

Wausau

State/Province/Region

WI

Postal/Zip Code

54403-4841

**Business Phone Number** *

(715) 845-6947

## 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.** *

Vice President, Marathon County Historical Society
Chaplain, Wausau Police Department

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

Historic Preservation, Ethics, Police & Fire

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 on the Historic Preservation Commission because I firmly believe that historic preservation is a powerful driver for economic development, tourism, and neighborhood stability in Wausau. Safeguarding our historic resources isn't just about looking backward; it's about smart, sustainable urban growth. I want to contribute my perspective to help find the right balance between adaptive reuse, preservation, and modern progress, ensuring Wausau remains a vibrant, character-rich place to live and work.

**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?** *

My qualifications to serve on the commission are rooted in my professional experience in historical stewardship and community governance. Through my role as Vice President of the Marathon County Historical Society, I help oversee the preservation of our area's rich material history and understand the practical mechanisms of heritage preservation in Marathon County. This is complemented by my academic background as a PhD candidate in intercultural studies, where my daily work involves extensive historical research, writing, and cultural contextualization. Combined with my leadership experience managing a historic downtown parish community, I offer a highly analytical, organized, and collaborative perspective focused on protecting Wausau's historic assets.

## Additional Information

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

**File Uploads**

CV4 (6).pdf 70.46KB

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** *

**Date**

06/15/2026

# The Reverend Samuel C.R. Cripps

---

[redacted] Wausau, Wisconsin 54403 [redacted]
[redacted] [redacted]

## Education

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**Doctor of Philosophy**, Intercultural Studies, Theology | *expected in 2026*
Columbia International University, Columbia, South Carolina
Dissertation: "Debtor to the Greeks: An Evangelistic Theology for the Digital World" | Director: Raphael Anzenberger, Ph.D.

**Master of Divinity,** 2022
Nashotah House Theological Seminary, Nashotah, Wisconsin

## Ministry Experience

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**Associate Editor for Digital Engagement,** January 2026 - Present
The Living Church Foundation, Milwaukee, WI

**Digital Missioner,** May 2025 - Present
The Episcopal Diocese of Wisconsin, Oshkosh, WI

**Rector,** May 2023 - Present
The Episcopal Church of St. John the Baptist, Wausau, WI

**Curate,** May 2022 - May 2023
St. John's Episcopal Church and School, Dallas, TX

**Seminarian-in-Residence,** May 2021 - August 2021
Church of the Incarnation, Dallas, TX

**Publications**

---

"On Fatherhood", *Covenant Journal,* May 11, 2026

"No Schadenfreude for the ACNA", *Covenant Journal,* November 4, 2025

"On Being a Police Chaplain", *Covenant Journal,* October 8, 2025

"Discerning the Dream", *Earth and Altar,* May 5, 2025

"*The Dream of Isaiah: Anglican Views on Supersessionism*" Wipf and Stock, edited volume. Samuel Cripps, Editor and Author. Forthcoming publication.

"The Dream of Isaiah: A Sacramental Vision of Divine Continuity", *Covenant Journal,* September 6, 2024

"The Dream of Isaiah: On Supersessionism," *Covenant Journal*, June 28, 2024

"Foolishness to the Clowns," *Covenant Journal,* April 26, 2024

"*Technique,* or The Radical Beauty of the Impractical," *Covenant Journal,* February 12, 2024

"The Fruit of Anticipation," *Covenant Journal,* January 5, 2024

"The Malpais Legate: On Christian Representation," *Covenant Journal,* November 3, 2023

"Song to Woody," *Covenant Journal,* October 5, 2023

"Missions, Grocery Stores, and the Major Leagues," *Covenant Journal,* July 11, 2023

"Think Again, Sunshine: Conquest and Jordan Peterson," *Covenant Journal,* March 9, 2023

"The Gamers Are All Right," *Covenant Journal,* December 14, 2022

"How to Internet," *Covenant Journal,* November 17, 2022

"Noah's Ark, the Rabbit-Duck, and Wittgenstein," *Covenant Journal,* April 8, 2022

"Karl Barth and Modern Crisis," *Covenant Journal,* November 5, 2021

**Book Reviews**

---

*Character Theology: Engaging God through His Cast of Characters* by Tom Steffen and Ray Neu (Eugene, OR: Wipf and Stock, 2025), *Journal of the Evangelical Missiological Society*

**Professional Affiliations**

---

Communion Partners USA, *Board Member, Communications Chair*
Evangelical Missiological Society, *scholar member*
*Covenant,* a journal of *The Living Church, contributor*
International Conference of Police Chaplains, *licensed member*
Confraternity of the Blessed Sacrament, *priest associate*

**Ordained Ministry**

---

**Ordination in the Episcopal Church**
Deacon on April 23, 2022
Priest on November 12, 2022
Ordained by the Rt. Reverend Dr. George R. Sumner, 7th Bishop of Dallas
Canonically resident in the Diocese of Wisconsin

**Other Service**

---

Admissions Recruiter, Nashotah House Theological Seminary, Nashotah, WI
Director of Donor Relations, Nashotah House Theological Seminary, Nashotah, WI

Badged Chaplain, Wausau Police Department, Wausau, WI
Vice President of the Board, Marathon County Historical Society
Board Member, North Central Area Congregations Organized to Make an Impact (NAOMI)
Interim Webmaster, The Episcopal Diocese of Wisconsin
Podcast Editor, The Episcopal Diocese of Dallas
Webinar Leader, The Episcopal Diocese of East Tennessee (July 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** *

timothy paul howe

First and Last Name

**Residential Address** *

Street Address

[redacted]

Address Line 2

City

Wausau

State/Province/Region

wi

Postal/Zip Code

54401

**Is this your residence for voter registration?** *

☑ Yes ○ No

**Phone** *

[redacted]

**Email** *

[redacted]

**How long have you been a Wausau resident?** *

48 years

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

○ Yes ☑ No

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

## Employment Information

Please provide your current or most recent employment information.

**What is your most recent job title?** *

owner (retired 2025)

**Business Name** *

The Gaslight Tavern

**Business Address** *

Street Address

[redacted]

Address Line 2

City

Wausau

State/Province/Region

wi

Postal/Zip Code

54401

**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.** *

Ran for District 11 Counsel 2026
Volunteer at 89Q radio
Past Den leader, Troop leader, Pack co-leader at 453.
Volunteer Baker at St, Anne's fish fry
Volunteer at Wausau Eagles Club (the last 11 years) for Easter and Christmas free to go ham dinners
Volunteer Baker at YMCA Landing

## 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.** *

Development, Police, Plan - Or any that the Mayor feels that I am suited for.

Please list first, second and third choice

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

I have the time (retired)
I have the desire
I have the talent, discipline for any committee and knowledge of Wausau's history. I also have lived in Stevens Point and Neenah and this has given me an appreciation for all that our city has.

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

- [x] Yes
- [ ] No

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

I grew up in a family where my parents ran their own company. And as so worked in the company from age 10 on.
I have worked for some of the largest corporations in Wisconsin. Mensha Corp., Wausau Insurance, Herrschners (Quaker Oats).
I graduated from NCTI with Associate degree in Computer Science.

## 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** *

**Date**

06/10/2026

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

Joint Resolution from the Human Resources Committee and Finance Committee Approving Bargaining Agreement Between the City of Wausau and Local 1168 Amalgamated Transit Union, AFL-CIO for July 1, 2026, through June 30, 2028.

**Committee Action:** Human Resources Committee *PENDING*; Finance Committee *PENDING*

**File Number:** 04-0306 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| COSTS | *Budget Neutral:* | *YES [ ]* | *NO [ ]* | | |
| | *Included in Budget:* | *YES [X]* | *NO [ ]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS**, Representatives of the City of Wausau (hereby referred to as "City") and the Local 1168 Amalgamated Transit Union, AFL-CIO (hereafter referred to as the "Transit Union") have agreed to the provisions of a collective bargaining agreement encompassing the time period of July 1, 2026 to June 30, 2028, the summary of the agreement being attached; and

**WHEREAS**, your Human Resources Committee at their July 13th meeting and Finance Committee at their July 14th meeting recommend the adoption of this agreement.

**NOW THEREFORE BE IT RESOLVED,** by the Common Council of the City of Wausau that provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Transit Union, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a two-year agreement, encompassing the periods of July 1, 2026 to June 30, 2028 inclusive and retroactive, and

**BE IT FURTHER RESOLVED** that the Mayor and other proper City officials and designees are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provision in the latest current agreement.

Approved:

_____

Doug Diny, Mayor

# AGREEMENT
# BETWEEN THE
# CITY OF WAUSAU

# AND
# LOCAL 1168
# AMALGAMATED TRANSIT UNION, AFL-CIO

# JULY 1, 2026, TO JUNE 30, 2028

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MEMORANDUM OF AGREEMENT
BETWEEN
WAUSAU AREA TRANSIT SYSTEM, INC.
AND
LOCAL DIVISION NO. 1168, AMALGAMATED TRANSIT UNION, AFL-CIO

This Memorandum of Agreement made and entered into by and between the Wausau Area Transit System (WATS), d.b.a Metro Ride, operating the bus and intervening territory, their successors, lessees and assignees, hereinafter referred to as "Employer", and Local Division 1168, Amalgamated Transit Union, AFL-CIO, hereinafter referred to as "Union".

WHEREAS, the Employer and the Union have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work, and conditions of employment.

WHEREAS, the Employer and the Union recognize that by increasing productivity and efficiency of operations, the Wausau Area Transit System will continue to prosper and grow.

NOW, THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

## ARTICLE 1 - POLICIES OF EMPLOYER AND UNION

The mutual interest of the Employer and employees is recognized by this agreement for the operation of transit operations under methods that will promote safety, economy of operations, cleanliness, proper care of equipment and protection of property and the ethical conduct of business and labor relations between the Employer and the employees. The Union pledges that it will cooperate with the Employer in a concerted effort for more productivity. Every employee shall endeavor to increase their individual productivity and make use of all suggestions relative thereto from the Employer.

## ARTICLE 2 – RECOGNITION

The Employer continues to recognize the Union as the sole and exclusive bargaining agent for the purposes of engaging in conferences and negotiations establishing wages, hours, and conditions of employment for the employees set forth in Appendix "A" of this agreement, which is incorporated herein by reference.

Expressly excluded from the bargaining unit of the Amalgamated Transit Union, Local Division 1168, AFL-CIO, are the Transit Director, Deputy Director, Transit Operations Supervisor, Transit

Maintenance Supervisor, Administrative Assistant III, and other managerial, supervisory, and confidential employees.

## ARTICLE 3 - EMPLOYEES COVERED BY THIS AGREEMENT

Whenever the term "Employee" is used in this Memorandum of Agreement, it shall mean and include only those employees set forth in Appendix "A" of the Agreement. Article 8 through and including Article 21 of this Agreement, except as otherwise specified, apply only to regular full-time employees.

## ARTICLE 4 – PROBATION

A. Probationary Period: All full-time and part-time employees shall serve a probationary period of six (6) months from date of hire. The probationary period for any new employee hired may be extended not to exceed an additional six (6) months at the discretion of the Employer. In the event the employee becomes a permanent employee, seniority and other benefits under this contract shall accrue to the original date of hire providing such employee was continuously employed by the Employer in this bargaining unit. A probationary employee is any non-permanent employee who receives no rights or benefits except as specifically set forth in this contract.

   During the probationary period, the employee shall attain no seniority rights and be subject to dismissal for any reason without recourse to the arbitration procedure.

B. Probationary Employee Benefits: All probationary employees shall receive the same holidays, funeral leave, and retirement benefits as those received by regular employees. Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time usage will be based on 6 hours.

## ARTICLE 5 - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate its operations and all management rights repose in it but such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

A. To direct all transit operations and operations incidental thereto.

B. To hire, promote, transfer, assign and retain employees in positions with the Employer, including the right to hire specialists, on either a temporary or permanent basis.

C. To suspend, demote, discharge and take other disciplinary action against employees for just cause.

D. To relieve employees from their duties because of lack of work or other legitimate reasons.

E. To maintain efficiency of transit operations entrusted to it.

F. To take whatever action is necessary to comply with State or Federal law.

G. To introduce new or improved methods or facilities.

H. To change existing methods or facilities.

I. To contract out for goods or services.

J. To determine the methods, means and personnel by which such operations are to be conducted.

K. To take whatever action is necessary to carry out the functions of the operations in situations of emergency.

L. To establish work rules and schedules of work.

## ARTICLE 6 - SENIORITY RIGHTS

A. Seniority List: The Employer agrees to keep posted in an acceptable place, in the operator's room and garage, an up-to-date seniority list showing the seniority standing of each and every employee, and the work classification.

B. Roll of Seniority: It shall be the policy of the Employer to recognize seniority and qualifications as two (2) of its criteria in making promotions.

C. Definition of Seniority: Subject to successful completion of the probationary period, seniority shall commence upon date of hire and be based upon the actual continuous length of service for which payment has been received by the employee, provided, however, that it is herein agreed that the agreement covers all employees who were previously employees of the Wisconsin Public Service Corporation and Wausau Transit Lines, Inc. and that such employees shall be given full credit for all time of continuous service with said previous employer in calculating seniority under this agreement. Employees shall hold seniority only in their respective department, which at the present time consists of bus operators, garage employees, and part-time employees. If an employee chooses to change departments they shall go to the bottom of the seniority list in that department; this shall not affect any other rights and/or benefits, only picking of work and vacation.

D. Notification of Union: When a promotion within the bargaining unit is to be made, the Employer will notify the President of the Union at least five (5) days prior to making the promotion. All new jobs or promotions within the bargaining unit shall be posted on the bulletin board with notification first to the Union.

E. Qualifications: The initial determination as to an employee's qualifications shall be made by the Employer. However, if there is a difference of opinion as to the qualifications of an employee, the Union may take the matter up for adjustment under the grievance procedure.

F. Evaluation Following Change in Classification: An employee being promoted to a higher classification within the bargaining unit shall serve an evaluation period of six (6) months in the new classification. This evaluation period does not apply to employees moving from Mechanic I to Mechanic II. Any employee who does not complete the evaluation period successfully shall be returned to his/her former classification at his/her former rate of pay. The employee promoted may disqualify himself/herself during the evaluation period and return to his/her former classification at his/her former rate of pay with accumulated seniority. In the event that the Employer promotes a member of the bargaining unit to a supervisory or managerial position with the Employer, such employee shall retain his/her bargaining unit seniority for a period not to exceed six (6) months from the date of said promotion.

However, in the event that the Employer promotes a member of the bargaining unit to a supervisory or managerial position with the Employer, and that employee's position is subsequently eliminated, that individual may return to a bargaining unit position and shall retain seniority rights in the bargaining unit to the extent accumulated as of the date of the promotion to the supervisory or management position.

G. Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:

1. Quits

2. Is discharged for just cause

3. Is absent from work for three (3) consecutive working days without notification to the employer

4. Fails to report to work within five (5) working days after receiving notice of recall

5. Fails to report for work at the termination of a leave of absence

6. Is on a leave of absence for personal or health reasons and accepts other employment without permission

7. Retires

8. Is not re-employed for a period of two (2) years after being laid off.

H. Notice of Recall: The notice of recall for any Employee who has been laid off shall be sent by certified mail to the last address of the employee.

I. Notice of Lay Off: Each employee to be laid off shall be given written notice in person at least ten (10) days prior to the date of the layoff. The notice shall indicate the date on which the layoff is to be effective and to contact the Human Resources Department immediately to exercise any layoff rights. A copy of the notice shall be sent to the Human Resources Department.

J. Order of Lay Off: Prior to the layoff of any members of the bargaining unit, non-bargaining unit seasonal and temporary employees shall be laid off first. Should additional layoffs be necessary, part-time employees shall be laid off next. Should additional layoffs be necessary, full-time probationary employees shall be laid off next. Should additional layoffs be necessary, the oldest in point of departmental seniority shall be retained, if the employer determines him/her qualified to perform the available work. A recall of employees that have been laid off shall be in reverse order of that of laying off, providing the recalled employees are qualified to perform the available work.

The full-time operators have the first opportunity to accept employment according to seniority in a part-time bus operator position under the terms of this section. All rights to recall as a full-time operator will be retained. The full-time operators may choose to accept the layoff rather than the part-time position. In the event that no full-time operators accept the part-time operator positions, a part-time operator may be returned to fill the position.

Full-time operators who accept employment in part-time operator positions shall continue to receive the employee's then existing rate and prorated fringe benefits for a period of six (6) months while serving in the part-time position. In the event the full-time employee continues in the part-time position beyond six (6) months, the employee shall receive the normal wage rate and fringe benefits for a part-time position.

K. Time Limitations: The recall list shall be valid up to two (2) years following layoff. After two (2) years from the date of the layoff, all recall rights are terminated.

L. Voluntary Layoff: Whenever layoffs of bargaining unit employees are necessary, members having greater seniority than those employees being laid off may volunteer to be laid off in their place. The request for voluntary layoff must be in writing and shall be irrevocable during the period of layoff. It is agreed and understood that the employer has no control over the decision as to whether the employee on voluntary layoff is entitled to unemployment compensation under the laws of the State of Wisconsin, and that the employee requesting voluntary layoff does so at his/her own risk.

During the period of a voluntary layoff, no vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. Provided however that in no event shall seniority be allowed to keep accruing in an excess of four (4) months from the date of the voluntary layoff. The employer shall allow any employee on a voluntary layoff to continue his/her medical, dental and life insurance coverage; however, the employee shall pay the full cost through COBRA.

## ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definitions:

Grievance: A grievance shall mean only any controversy which exists because of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or group of employees concerning the interpretation or application of this contract.

Proper Submission of Grievance and Response: Received in person and time stamped by the recipient or sent via electronic mail and timestamped by the computer.

Written Notice: Hard copy notice including but not limited to letter, memo, or note.

Workday: A day on which normal bus routes are scheduled to operate, 12:00 a.m. to 11:59 p.m., excluding Saturday, Sunday and all holidays as identified in Article 9.

Union Representative: Union is allowed to have 2 representatives. Union Attorney is not included as a Union representative.

B. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

C. Time Limitations: The failure of either party to file a grievance, process a grievance, or appeal a grievance in a timely fashion as provided herein shall be deemed a complete settlement and waiver of the grievance. If the Union fails to receive a reply in a timely fashion, they shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limitations specified in the procedure because of work schedules, illness, vacation, etc., these limitations may be extended by mutual consent of the parties confirmed in writing.

D. Steps in Procedure:

Step 1: All grievances must be submitted in writing to the Transit Director or his/her designee promptly on forms supplied by the Union and no later than ten (10) workdays from the date the employee knew or should have known of the cause of such grievance. The written grievance shall contain a clear and concise statement of the grievance and

indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section of the contract involved. In the event of a grievance the employee shall perform his/her assigned task and grieve his/her complaint later. The employee with one (1) union representative will explain his/her written grievance to the Transit Director (or his/her designee). The Transit Director or his/her designee shall within ten (10) working days inform the union, in writing, of his/her decision on the grievance.

Step 2: If the grievance is not settled in the first step, the employee and the grievance committee will appeal the written grievance by submitting a letter, memo, or note to the Director of Human Resources within five (5) workdays after the decision of the Transit Director. The Director of Human Resources will review the record and further investigate the grievance including a meeting with the grievant. At this meeting, the employee may be represented by up to (but not to exceed) two (2) members of the Union.

This will probably be a member of the grievance committee and the president of the Union, but this determination is in the discretion of the Union. The Director of Human Resources will then inform the Union in writing of his/her decision within five (5) working days after the meeting on the grievance.

Step 3: If the grievance is not settled in the first or second step, the employee and the grievance committee will appeal the decision in writing to the Human Resources Committee of the Employer. This appeal must be made within five (5) working days after receipt of the written decision of the Director of Human Resources. The Human Resources Committee will review the records and further investigate the grievance. The Union shall have the privilege to meet and discuss a grievance with the Human Resources Committee and shall receive written invitation to discuss the matter with the Human Resources Committee at least 24 hours prior to the scheduled meeting. The Human Resources Committee will inform the Union in writing of its decision within ten (10) working days after meeting on the grievance.

E. Arbitration:

1. Time Limit: If a satisfactory settlement is not reached in Step 3, the employee and grievance committee must notify the Human Resources Director in writing within five (5) working days after the union's regularly scheduled monthly meeting but no more than twenty (20) working days from receipt of written notice of the Human Resources Committee decision that they intend to process the grievance in arbitration.

2. Methods of Selection: Before the initial arbitration hearing, the employer and the union grievance committee shall use their best efforts to select a mutually agreeable arbitrator. If the employer and the union grievance committee are unable to agree on an arbitrator within ten (10) working days after receipt of the employee and grievance committee's written notice, either party may request the Wisconsin Employment Relations Commission to prepare a slate of seven (7) impartial arbitrators. The union grievance committee and the employer shall then alternately strike three (3) parties each on the

slate with the party initiating the grievance exercising the first strike. The union and the employer shall exercise their strikes within five (5) days following receipt of the slate from the Wisconsin Employment Relations Commission. The remaining arbitrator on the slate after the strikes shall then be notified of his/her appointment in a joint statement from the employer and the union.

3. Arbitration Hearing: The arbitrator shall use his/her best efforts to mediate the grievance before the formal arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the Employer and the Union which shall be final and binding upon both parties.

4. Costs: Each party shall share equally in the cost of the arbitrator and transcript costs. All other expenses will be paid by the party incurring them.

5. Decision of Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation or application of the contract in the area where the alleged breach occurred. The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of the agreement. Any modification of addition to or deletion from the express terms of this agreement by the arbitrator, shall be considered a per se violation of Section 788.10 of the Wisconsin Statutes. If a discharged employee is found to have been unjustly discharged, he/she may be reinstated to his/her former position and receive pay for all lost time or some other appropriate action as the arbitrator may decide.

F. Place of Hearing: Although the Employer consents to provide facilities for grievance and grievance arbitration, such meetings and hearings, where possible, shall be held outside the normal workday.

## ARTICLE 8 - LEAVE OF ABSENCE

A. Normal Reason for Leave: Written leave of absence, without pay, for periods not in excess of six (6) months in any year may be granted in the discretion of the Employer to any full-time employee to further his/her education, for a long continuous illness or accident or where sick leave is exhausted or where the Employer will directly benefit from the leave, providing said employee does not accept employment elsewhere or become self-employed. The Employer at the end of the six (6) month period shall, upon written request of the employee, review any leave to determine whether an additional six (6) month period will be granted. The employee to whom written leave of absence has been granted, shall be entitled, at the expiration of the time stated in such leave, to be reinstated to the position in which he/she was employed at the time the leave was granted. During the period of leave

of absence, no vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. The Employer shall allow any employee on a leave of absence to continue his/her medical and life insurance coverage; however, the employee shall pay the full cost through COBRA.

B. Military Leave:

1. Reserve Training: Employees who are members of a reserve component of the military forces of the United States or the State of Wisconsin shall promptly notify the Transit Director and will be granted a leave of absence if required to participate in training duties. Such employees shall be paid the difference, if any, between their regular pay and their military pay for the training period involved, but not to exceed two (2) weeks in the calendar year.

2. Active Duty: In the event of a national or state emergency, employees may take an extended military leave of absence without pay if ordered to active duty. Any employee on military leave of absence may continue health, dental and life insurance program coverages; the payment therefore to be as follows:

    1. Employee shall pay full cost of the life insurance.

    2. For the first three (3) months of Active Duty, premiums for health, vision, and dental insurance shall be paid as provided for under this agreement; thereafter, the employee shall pay the full cost.

C. Union Business: Unpaid leaves of absence may be granted to members of the bargaining unit (Union officers) to attend necessary or mandated Union functions (i.e. conventions, conferences, seminars). The granting of such leave shall be within the sole discretion of the Transit Director.

D. Benefits While on Leave of Absence: Whenever any employee is on an unpaid leave of absence more than ten (10) working days in any thirty (30) day period, the employee shall reimburse the employer for the cost of his/her medical/dental/vision costs or premiums for the period of absence. No accumulation of sick leave and vacation will occur during such absences.

## ARTICLE 9 – HOLIDAYS

A. Holiday Schedule: All permanent full-time employees shall be granted the following holidays off with pay:

| | | |
|---|---|---|
| New Year's Day | Independence Day | Thanksgiving Day |
| Memorial Day | Labor Day | Christmas Day |

B. Full-time employees shall receive an allowance equal to their picked run or regular work schedule, in addition to regular hours worked on working holidays; ATU Friday, Day after Thanksgiving, December 24th, and New Year's Eve Day. Full-time employees who do not have a regular work schedule shall receive an allowance equal to their assigned work schedule, or a minimum of eight (8) hours pay, whichever is greater, in addition to regular hours worked on working holidays; ATU Friday, Day after Thanksgiving, December 24th, and New Year's Eve Day.

   If the City adds MLK and/or Juneteenth to City holidays, ATU will receive the same.

C. Work on Holidays: Any employee who is required to work on any of the above-mentioned holidays shall be paid at the rate of time and one-half (1 1/2) his/her regular classification rate in addition to receiving the holiday allowance. Work on ATU Friday, Day after Thanksgiving, December 24th, and New Year's Eve Day are excluded from this section.

D. Holiday Pay Rate: Full-time employees shall receive an allowance equal to their picked run or assigned work schedule, or a minimum of eight (8) hours' pay, whichever is greater.

E. Holiday Pay Eligibility: In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his/her full regularly scheduled workday before and after the holiday, unless excused by the Employer. Employees scheduled to work on a holiday must work the holiday to qualify for holiday pay. Employees shall be eligible for holiday pay even though the employee does not work his/her full regularly scheduled workday before and after the holiday if the employee is excused from work because of the following reasons:

   1. Inpatient hospitalization.
   2. Recuperating from inpatient hospitalization.
   3. Vacation.
   4. Scheduled days off.
   5. Unavailable for work due to non-elective outpatient surgery verified by a surgery report.
   6. Unavailable for work due to properly reported illness/injury arising on the job as a potential or actual worker's compensation claim.
   7. Unavailable for work for at least three (3) consecutive scheduled workdays in total either immediately prior to or immediately after the holiday with the employee providing a doctor's verification of the employee's inability to perform the duties of

the position held by the employee. Rotating days off shall count in determining the three (3) consecutive scheduled workdays unless the rotating day off is the first day of the three (3) consecutive scheduled work days before or the last day of the three (3) consecutive scheduled work days after the holiday. The Employer may require an examination by a physician of the Employer's choosing, and at the Employer's expense to determine the extent of the injury or illness of the employee.

*Example: If a holiday lands on a Monday, and the Employee's rotating day off falls on a Tuesday, and then is unavailable for the next three days with a doctor's verification, the Employee would be eligible for the holiday pay.*

8. FMLA Certified absence of three or more days.

F. Personal Holidays: Each full-time Employee shall receive a total of three (3) personal holidays per calendar year. Regular part-time employees shall receive three (3) days as personal holidays per calendar year. New employees shall receive three (3) personal holidays upon hire and may utilize this benefit at time of hire, pending supervisor's approval.

The choice of personal holidays must be approved by the Transit Director and must be taken as full days. Personal holidays must be used within the calendar year they are received.

G. Holidays for Part-Time Employees: All part-time employees shall receive six (6) hours holiday pay for each holiday allowed by this agreement.

## ARTICLE 10 – VACATIONS

A. Regular full-time employees shall earn paid vacation based on the number of years of service with the City in accordance with the following schedule:

| Years of Service | Annual Vacation | Bi-weekly Accrual | Max. Vacation Accumulation Allowed |
|---|---|---|---|
| At time of hire | 15 days | 4.6154 hours | 160 hours |
| Upon completion of 5 years of service | 20 days | 6.1540 hours | 200 hours |
| Upon completion of 10 years of service | 25 days | 7.6924 hours | 240 hours |
| Upon completion of 15 years of service | 30 days | 9.2308 hours | 280 hours |

Part-time employees' vacation earning schedule shall be based on 4 hours/day and 20 hours/week. Part-time employees shall be able to carryover vacation hours from one year to the next, with a maximum carryover limit of 40 hours.

New employees accrue but may not use vacation benefits during the first six (6) months of employment. Full-time employees must have forty-eight (48) hours of paid time (hours worked or paid leave) in a pay period to earn vacation during that pay period. Part-time employees must have twenty-four (24) hours of paid time (hours worked or paid leave) in a pay period to earn vacation during that pay period. This does not apply to employees who are on approved family medical leave.

Annual vacation shall be credited according to an employee's anniversary date. The scheduling and limitations on the number of employees permitted to be on vacation at the same time shall be scheduled according to the policy established by individual departments as determined by the Department Head and based on the needs of the City.

Vacation must be used in a minimum of 2 hours. An employee's vacation balance can never have a deficit. Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time employee usage will be based on 4 hours.

B. Vacation Payout: Employees may be paid out for up to forty (40) hours annually of unused and unscheduled vacation upon ten (10) days advance written notice to the employer. Employees shall be paid at their current wage rate. Vacation hours paid shall not be used in the calculation of overtime.

C. Scheduling Procedures:

1. Administration shall post, no later than October 1st each year, a vacation roster in order that the employees may schedule in advance and have knowledge of those weeks available. Choice of vacation shall be by department seniority, with each eligible employee having up to two (2) scheduled workdays to pick their vacation. Employees who fail to pick their vacation within the aforesaid two (2) days shall forfeit their pick until all less senior employees have had the opportunity to make their vacation pick. Special arrangements may be made in the case of extreme necessity (i.e., illness, injury, vacation, etc.) at the discretion of the Deputy Transit Director or Transit Director, or their designee. Their designee may only act in the absence of the Deputy Transit Director and Transit Director. Employees may not trade scheduled vacation periods. Single vacation day, single PAL day, and personal holiday selections shall be picked after the full week selection procedure has been completed. Employees may not change their vacation pick until after the entire picking process has been completed. All unpicked vacation days may be retained by the employee to be chosen later. Management will post a notice that the picking process is complete and that single day requests will be accepted and considered by seniority on the first specified date. Thereafter, unpicked vacation days shall be available on a first come first served basis after the formal block week and single day picks have been made by seniority.

## ARTICLE 11 - SICK LEAVE

The City of Wausau's sick leave policy is designed to compensate for unavoidable absences from work caused by injury or illness. This policy's intent is to prevent the financial hardship of loss of wages for an extended period.

A. Accumulation: Regular full-time employees shall receive an amount equal to 8 hours per month of service which will accrue on a bi-weekly basis at 3.6923 hours. Sick leave will accrue up to a maximum of 133 days (1,064 hours).

   Regular part-time employees shall receive a proration of the bi-weekly accrual equal to 4 hours per month of service, which will accrue on a bi-weekly basis at 1.85 hours. Sick leave will accrue up to a maximum of 66 days (528 hours).

   Employees earn sick leave immediately upon starting employment with the City. Employees must have six (6) days of paid time (hours worked or paid leave) in a pay period in order to earn sick leave during that pay period.

B. Use of Sick Leave: An employee may use sick leave when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. In addition, an employee may use sick leave to attend his or her medical and dental appointments. An employee may also use sick leave for a member of his/her family. The immediate family is defined as the employee's spouse, child, parent or a relative living in the same household as the employee. Sick leave use for an immediate family member is allowable only where the immediate family member requires the constant attention of the employee. Generally, employees who will be missing work due to illness or injury must notify their immediate supervisor as soon as reasonably practical but not later than seventy-five (75) minutes prior to the start of their scheduled workday. Employees should consult their immediate supervisor to learn the proper procedure for notifying the City of the need to use sick leave as notification policies may differ between departments. The employee shall provide, upon request of the employer, a statement from a physician verifying the need for leave when requested by the City at any time. Sick leave must be used in a minimum of two (2) hours. Full-time and part-time employee usage will be based on hours equal to assigned work (.25 hour increments).

C. Sick Leave during Vacation: In the event that an illness or injury should occur during vacation, unless a written request is made to change vacation leave to sick leave prior to the vacation period, vacation leave shall be charged.

D. Post Employment Health Plan - Sick Leave Conversion. Sick Leave Conversion upon Retirement: There shall be the following option for regular full-time employees upon retirement or medical disability retirement:

   When a full-time employee, with less than 25 years of service, retires or is forced to retire due to medical disability, a maximum of 60 percent (60%) of the sick leave remaining in

the employee's accumulated sick leave account may be converted to its monetary value (employee's hourly rate, exclusive of longevity and shift differential rates) and shall be contributed to the participant's Post Employment Health Plan (PEHP). In order to determine the employee's sick leave conversion benefit, the following formula would be applied:

**Years of Service + Age = Credits**
*EXAMPLE: 20 Years of Service + 55 = 75 Credits*

For credits above 68 but below 80, deduct 5 percent (5%) from the standard conversion for each year short of 80.

80 credits = 60 percent conversion of sick leave to dollar credits.
79 credits = 55 percent conversion
78 credits = 50 percent conversion
77 credits = 45 percent conversion
76 credits = 40 percent conversion
75 credits = 35 percent conversion
74 credits = 30 percent conversion
73 credits = 25 percent conversion
72 credits = 20 percent conversion
71 credits = 15 percent conversion
70 credits = 10 percent conversion
69 credits = 5 percent conversion
68 credits = 0 percent conversion

Regular full-time employees who retire with at least 25 years of service shall have a monetary contribution of 80 percent (80%) of banked sick leave hours contributed to the participant's PEHP.

To be eligible for sick leave conversion upon retirement, an employee must meet all of the following conditions:

1. Have been hired prior to January 1st, 2013; and

2. Apply for Wisconsin Retirement Fund benefits at least thirty (30) days prior to the last day of work; and

3. In cases of voluntary retirement, the employee must have notified the employer at least three (3) months prior to the retirement date. An employee must submit the notice to the Human Resources department and give the anticipated retirement date. Upon receipt of notice the Department director shall sign the notice, accepting the retirement which becomes irrevocable unless an exception is approved by the Director of Human Resources.

## ARTICLE 12 - PERFECT ATTENDANCE LEAVE

A. Earning Method: **Full-time employees** covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn six (6) hours of Perfect Attendance Leave. If the employee does not use sick leave for an additional six (6) month period, the employee shall earn an additional six (6) hours of Perfect Attendance Leave. Full-time employees who continue not to use sick leave will earn eight (8) hours Perfect Attendance Leave for each consecutive six (6) month period following the first year and six months of no sick leave usage. Full-time employees who do not use sick leave for the fifth consecutive year shall earn twelve (12) hours PAL for each consecutive six (6) month period following the fifth year and six months of no sick leave usage. At no time may a full-time employee's P.A.L. account exceed forty (40) hours.

   Earning Method: **Part-time employees** covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn four (4) hours Perfect Attendance Leave. If the employee does not use sick leave for an additional six (6) month period, the employee shall earn an additional four (4) hours Perfect Attendance Leave. Part Time employees who continue not to use sick leave will earn six (6) hours Perfect Attendance Leave for each consecutive six (6) month period following the first year and six months of no sick leave usage. Part-time employees who do not use sick leave for the fifth consecutive year shall earn nine (9) hours PAL for each consecutive six (6) month period following the fifth year and six months of no sick leave usage. At no time may a part-time employee's PAL account exceed thirty (30) hours.

B. Utilization: Employees may request to use Perfect Attendance Leave, or be paid out for said leave, at any time following the year(s) in which it is earned. To facilitate use of PAL hours by an employee, management can utilize a part-time employee to cover vacancies if no other full-time employee is available at a regular rate of pay.

   PAL shall be picked in conjunction with the department's single vacation pick procedure. PAL time not picked during the single vacation pick process shall be available on a first come first served basis.

   The number of employees utilizing Perfect Attendance Leave at one time shall be limited subject to the ability of the employer to maintain normal operation.

C. Minimum/Maximum Usage: Perfect Attendance Leave may be used with a minimum of two (2) hours. Full-time employee usage will be based on hours equal to assigned work or 8 hours, whichever is greater. Part-time employee usage will be based on 6 hours.

D. Employees will be responsible for alerting the Human Resources Department each six (6) month period that PAL is to be accrued. The employee will have three (3) months following the date PAL was earned to advise the Human Resources Department of the employee's eligibility for the leave accrual or the employee will not be eligible for the accrual for that period. A six-month period without sick leave usage shall be counted toward an increased PAL accrual amount regardless of whether the employee forfeited PAL accrual for that period.

E. In the event the City discontinues PAL for the non-represented employees, Sections A and D of this Article will be discontinued and eliminated effectively on the date the City-wide discontinuance takes effect. Section B ("Utilization") and Section C ("Minimum/Maximum Usage") shall remain. Employees will still be able to use any banked PAL.

## ARTICLE 13 - INSURANCE

A. Medical and Hospitalization Benefits: Employees will contribute monthly, twelve (12%) of the health insurance premium equivalent for the respective coverage selected. Employees who do not participate in the Health Risk Assessment shall pay twenty percent (20%) of the total monthly premium equivalent rate for the respective coverage selected.

The employer's contribution to the premium cost of the medical and hospitalization program for part-time employees in the position of Bus Operator I is limited to and based on the single premium cost. The part-time employee in the position of Bus Operator I is responsible to pay the difference between the single premium and family premium if family coverage is selected. Probationary employees must indicate whether they desire to be covered by the City's medical and hospitalization program within the first thirty (30) days of employment, with coverage to be effective upon the first of the month following the thirty-first (31st) day of employment. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the City's contribution because he/she does not qualify for the family plan. The City may change coverage, benefit levels, benefit providers, carriers, and/or self-fund its medical and hospitalization and insurance program.

The City may choose to implement a Health Reimbursement Account (HRA) to self fund deductible amounts. The City shall contract with a HRA administrator with the capacity for processing of electronic transmission of medical service information provided by the health insurance provider. Employees shall be responsible for paying medical service providers for medical services for which the employee is receiving a check from the HRA administrator.

B. Dental Insurance Benefits: The City agrees to pay fifty percent (50%) of the cost of the dental insurance program. Part-time employees in the position of Bus Operator I are limited to employee-only dental insurance eligibility. Probationary employees must indicate whether they desire to be covered by the City's dental insurance program within the first thirty (30) days of employment, with coverage to be effective upon the first of the month following the thirty-first (31st) day of employment. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the City's contribution because he/she does not qualify for the family plan. The City may change coverage, benefit levels, benefit providers, carriers and/or self-fund its dental program.

Upon receipt of any notices concerning any rate increase or decrease, the City shall provide the Secretary of the Union with a copy of such notice within ten (10) days.

The City's contribution towards dental insurance shall be limited to fifty percent (50%) of the premium rate for the plan.

C. Life Insurance: Employees may also participate in the State Group Life Insurance Program upon eligibility thereunder.

D. Felonious Assault Insurance: The Employer agrees to purchase a felonious assault insurance policy in the amount of one hundred thousand dollars ($100,000) per covered individual, for all employees covered by this agreement to the extent it is possible under the current provider, however, that the premium thereon does not exceed ten dollars ($10.00) for each covered individual per twelve (12) month period. This insurance coverage is to terminate with the termination of this agreement.

E. Income Replacement Insurance: The City agrees to offer income replacement insurance for employees eligible to participate in the Wisconsin Retirement System. Employees who elect to participate shall pay the premium rate as established by the insurer.

F. Pre-tax Insurance Premiums: All deductions from employees' pay for health and dental insurance will be taken on a pre-tax basis.

G. Voluntary Benefits: The City offers a variety of voluntary benefits such as vision insurance, short-term disability insurance, long-term disability and deferred compensation programs. Complete details of these plans will be available to all employees and at various times during the year.

## ARTICLE 14 - RETIREMENT

A. Wisconsin Retirement Fund: The parties agree to follow the contribution rates established by law and the employee shall contribute the employee's share to the Wisconsin Retirement System.

## ARTICLE 15 - LONGEVITY PAY

The Employer agrees that it shall pay longevity pay (in addition to regular job rates), on an annual basis on the 1st pay period in November, as a reward to employees who have completed continuous uninterrupted service as additional compensation as follows:

A. From 5 to 10 years - a total of $15.00 per month.

B. From 10 to 15 years - a total of $25.00 per month.

C. From 15 to 20 years - a total of $35.00 per month.

D. From 20 to 25 years - a total of $45.00 per month.

E. From 25 years and over - a total of $55.00 per month

Part-time employees shall qualify for longevity based on seniority.

## ARTICLE 16 - BEREAVEMENT LEAVE

***The employer grants bereavement leaves to handle family matters and attend funerals when a close or extended member of their family dies.***

A. Immediate Family: In the event of a death in the immediate family of a full-time or part-time employee, such employee will be paid for the time lost from scheduled work at their regular rate of pay for up to three (3) days to handle family matters and attend the funeral. Immediate family shall mean the employee's: spouse, parent, stepparent, children, stepchildren, parent-in-law, siblings, or other person residing in the employee's home immediately prior to death. One (1) day funeral leave for full-time employees shall mean 8 hours or their regularly scheduled shift amount, whichever is greater.

B. Other: The full-time or part-time employee shall receive one (1) day off with pay to handle family matters or attend the funeral of an extended family member. Extended family shall mean the employee's grandparents, grandchildren, siblings-in-law, aunts, uncles, nieces, and nephews.

C. Extension: Additional time off requested, as paid or unpaid, may be available for use by employees if the circumstances warrant. Employees should contact their supervisor to discuss any requests and exceptions that may be granted at the discretion of the Department Director, in consultation with the Director of Human Resources. Bereavement leave shall be used no later than 6 months after the date of the loss unless extended by the Transit Director.

D. Death of Fellow Employee: All employees may be granted up to four (4) hours leave without loss of pay to attend the funeral of a fellow employee or a retired employee of the Wausau Area Transit System, d.b.a. Metro Ride. The need for continuing service may limit the number of employees who may attend the funeral. In each instance, the employer may decide on the number of employees and the amount of time required to attend the funeral, up to four (4) hours.

E. Part-Time Employee Benefit: One (1) day funeral leave for part-time employees shall mean six (6) hours.

## ARTICLE 17 - SHIFT DIFFERENTIAL

Any Bus Operator or Mechanic I or II whose work schedule regularly requires work after 7:00 p.m. shall receive ten cents ($.10) per hour above the regular pay rate for each hour worked after 7:00 p.m.

## ARTICLE 18 - JOB RATES

Employees shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the employees for utilization of this program.

The job rates are specified in Appendix "A".

## ARTICLE 19 - WORKING HOURS AND OVERTIME

A. Normal Work Week: The normal work week for all employees shall be forty (40) hours per week, including reporting time. Shift schedules will be determined by the Transit Director. The Deputy Transit Director or Transit Director, or their designee, shall post a tentative schedule by the end of the business day on Wednesday for the following week. Any time off requests must be submitted to management no later than 2:30 p.m. the Monday before the tentative schedule is posted. Employees will be guaranteed the number of hours posted on the tentative schedule, unless they take time off without providing notice of said leave as described above.

B. Overtime Pay: Any employee who is required to perform work more than forty (40) hours per week including reporting time shall be compensated at the rate of time and one-half (1 1/2) of his regular classified rate. Holiday pay hours will be used in the calculation of hours worked for overtime purposes when the holiday falls on a regularly scheduled workday. Holidays falling on a regularly scheduled off day will not be used in the calculation of hours worked for overtime purposes. For purposes of this provision, Saturday and Sunday shall be considered regularly scheduled off days. ATU Friday, Day after Thanksgiving, December 24th and New Year's Eve Day are excluded from this section.

C. Overtime Work: The Employer has the right to schedule overtime time as required in a manner most advantageous to the Employer and consistent with the requirements of the transit operations and the public interest. The employees and the Union agree that overtime assignments must be accepted (unless such assignment would endanger the health or safety of the employee).

D. Call-In Pay: Whenever a bus operator, garage employee, or part-time employee is called for work, they shall receive a minimum of two (2) hours pay time.

E. Instructors: Operators acting as instructors shall receive in addition to their regular wages, one dollar fifty cents ($1.50) for each hour worked while performing the duties of the driver instructor, or one dollar ($1.00) per hour for each hour worked while performing the duties of a route trainer.

F. Overtime Reports: Operators shall report, in writing, to the manager or immediate supervisor the reason for any time spent on runs in excess of the posted time for the run.

G. Reporting Time: All full-time and part-time bus operators when required to work an additional fifteen (15) minutes each day, either prior to or after their regular shift, or any combination thereof, to attend to work related matters preceding or following their shift. Such time shall be considered in the calculation of overtime (as defined under the Fair Labor Standards Act, [29 USC 201]) and shall be paid in accordance with the provisions of the Fair Labor Standards Act.

To comply with the provisions of the Act, employees shall record the actual time they commence their work activities on their daily time reports. Likewise, employees will record the actual time they finish work. Under no circumstances may employees perform any unauthorized work more than the fifteen (15) minute reporting time provision. Specifically, this means that no work may be performed prior to sign in time or following sign out time. The allocation of the fifteen (15) minute reporting time provision between pre-shift and post-shift activity shall be made by the Transit Director.

H. Garage Employees: Overtime for garage employees is defined as any hours worked more than any regular scheduled eight (8) hour day or forty (40) hours per week and shall be compensated at the rate of time and one-half (1 ½). Regularly scheduled hours of work will not be reduced to minimize the costs of such overtime.

I. Overtime Pay: Overtime shall not be paid more than once for the same hours worked. Employees will have the option to give back overtime in exchange for a reduced workday, in the same week, at the option of the employee and approved by management.

## ARTICLE 20 - UNIFORMS

A. Upon successfully completing the CDL program and obtaining a CDL license, new Employees will receive two (2) bottoms and three (3) shirts of the Employee's choice (short or long sleeve, pants or shorts), paid for by the Employer.

The Employer shall provide the uniform for all bus operators based on the below per contract year. The Employer reserves the right to set standards for and regulate items of uniform clothing to include but not to be limited to color, style, fabric, material, brand, and specifications. The Employer further reserves the right to determine the serviceability of any uniform item. The cost of maintenance of the uniform shall be borne by the Employee.

Bus Operators may wear any professional closed toe athletic or dress shoe.

If an employee voluntarily leaves the Employer during their probationary period, said employee will owe the Employer $200.00 to cover the cost of the uniform provided to them.

The uniform for the Bus Operators consists of the following allocation, with the Employee choosing the type:

5 bottoms (pants or shorts)
5 shirts (short or long sleeve polos)
1 jacket (winter coat or fleece jacket)
1 hat (winter hat or baseball hat)

Additional items of clothing may be purchased by the employee at their own expense. Upon separation of employment for any reason, employees shall return all items purchased by the City with the Metro Ride logo embroidered on the item.

B. Maintain Present Uniform: The parts of the uniform including shirts shall be the same as those presently worn unless they are not available, in which case the Employer shall decide the kind to be worn for uniformity.

C. Change of Uniform: The Employer further agrees that should Employer policy require a change in the type of uniform now considered standard, it will bear the entire cost of the first replacement of the completely new type.

D. Uniforms - Garage Employees: The Employer agrees to provide uniform services for all garage employees. Uniforms are to always remain on Employer property except when an employee is on duty elsewhere on Employer business. The cost of replacement of uniforms due to negligence will be borne by the employee. All provided uniforms shall be turned in at the time of separation of employment with the City, except for footwear which shall remain the property of the Employee.

E. Safety Shoes: Shop employees (mechanics and utility workers) are required to wear safety shoes during normal working hours. The Employer will pay fifty percent (50%) up to $250, whichever is less, of the cost of two (2) pairs of safety shoes during the term of this Agreement, one (1) per contract year, to mean July 1 to June 30. The Employer will pay fifty percent (50%) up to $250, whichever is less, of the cost of one (1) pair of rubberized snow boots, once per contract. Prior management approval is needed for all items discussed in this section. If an employee makes a purchase under this section, and voluntarily terminates employment within the next 30 days, the employee shall reimburse the Employer the full amount.

F. Ear Protectors: A regular, full-time employee in the classification of garage employee is eligible for reimbursement up to $75.00 maximum for molded ear protectors once every 24-

month period (including cost associated with office visit), with prior management approval. The employee may use any provider to obtain molded ear protectors.

G. Eye Protectors: Shop employees (mechanics and utility workers) are required to wear eye protectors while in the shop. The City shall provide non-prescription safety eyewear that meet the ANSI (Z87.1) standards. Once per year, the employee shall be eligible for reimbursement of replacement prescription lenses up to $150.00, with prior management approval, provided the eye protectors including frames and glass meet approved safety standards.

## ARTICLE 21 - JURY DUTY

Employees covered by this agreement who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid the difference between the jury or witness duty fees and their regular earnings. Employees, when released from jury or witness duties shall immediately return to their job and complete the scheduled workday. Employees shall not be entitled to overtime or shift differential under this provision.

## ARTICLE 22 - UNION DUES CHECKOFF

A. Union Dues Checkoff: Upon the employee's granting written authority to the Employer, on a form to be provided by the Union, the Employer agrees to deduct from the employee's earnings on the first and second payroll period of each month the amount sufficient to provide for the regular payment of the current rate of monthly union dues established by the Union. The amount shall be certified by the Union and any changes in such amount shall be so certified. The amount deducted shall be paid to the Treasurer of the Union once each month. Employees may revoke the checkoff authorizations at any time by providing written notice to the Employer and the Union. The Union agrees to indemnify and hold harmless the Employer for any damages or legal costs resulting from the checkoff of Union dues pursuant to this provision.

1. Union Representation: The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, union and nonunion, fairly and equally. No employee shall be required to join the Union, but membership of the Union shall be made available to all employees who apply consistent with the Union constitution and bylaws. No employee shall be denied Union membership because of race, creed, color or sex. Employees have the right to maintain or drop their membership in the Union as they see fit.

    a. Present Employees: As to employees employed on the effective date of this agreement, such deductions shall be made and forwarded to the Treasurer of the Union only from the monthly earnings of those employees who are members of the Union on the effective date of this Agreement. However, should employees who are

not members of the Union on the effective date of this Agreement voluntarily become members of the Union after the effective date of this agreement they shall thereafter be subject to the provisions of this agreement.

2. Forfeiture: In the event that the Union, through its officers, authorizes or encourages its members to engage in any strike or work stoppage against the Employer, the deductions and payments of union dues made in accordance with this agreement, and including any voluntary dues deduction (checkoff) privileges, shall be terminated forthwith by the Employer. Thereafter, for a period of one year, measured from the date of the onset of the strike or work stoppage, no deductions whatsoever shall be made from the earnings of any employees, nor shall any payment whatsoever be made to the Treasurer of the Union by the Employer.

3. Responsibility of the Employer and the Union:

   a. If an error is discovered with respect to deductions under this provision, the Employer shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the Union. The Employer shall not be liable to the Union, employee or any party by reason of the requirements of this Article of the agreement for the remittance of or payment of any sum other than those constituting actual deductions made from employee's wages earned. The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.

   b. Indemnification and Hold Harmless Provision: The Union shall indemnify and save the Employer harmless against all claims, demands, suits, orders, judgments or other forms of liability including court costs or damages that arise out of or by reason of action taken by the Employer in compliance with the provisions of this union dues agreement.

   c. Trust Account: During the pendency of any action brought challenging the provisions of this union dues agreement or the right of the Employer and the Union to enter into such agreement, all sums which the Employer has agreed to deduct from the earnings of the employees covered by this union dues agreement and transmit to the Treasurer of the Union shall be placed in trust pending the ultimate disposition of such action. Upon disposition of the action, if it is determined that the funds held in trust are to be paid to the Union, the Union shall be entitled to the interest which was earned on such funds during the pendency of the action.

B. Administrative Fee: The Union shall pay the Employer seventy-eight dollars ($78.00) per year payable on or before October 1st to partially cover the administrative expense of the Employer in processing the dues deduction provision.

## ARTICLE 23 - IN-SERVICE TRAINING

Employees required to attend in-service training meetings outside of normal working hours shall be paid a minimum of two (2) hours at straight time.

## ARTICLE 24 - TRANSFER OF BENEFITS

Persons transferring into this bargaining unit from another City of Wausau Department shall be given credit for length of employment in the other department as it relates to all benefits, except as length of service applies to seniority. For example, such an employee may transfer existing vacation and sick leave balances to this department.

## ARTICLE 25 - NEGOTIATING SESSIONS

Negotiating sessions shall be conducted outside the normal workday, unless the parties mutually agree otherwise.

## ARTICLE 26 - SCHEDULING OF RUNS

A. Schedule Changes: The Employer shall have the sole and exclusive right to schedule the routes and timing of all runs. The Employer agrees to discuss with the Union any changes in its schedules, but in no event shall the Employer be restricted to its right to implement such changes.

B. Run Picks: The Employer will conduct general run picks (bids) in seniority order in which employees will have the opportunity to express their preference as to runs. Run picks shall be held fifteen (15) workdays prior to the first Monday of the months of June, October, and February. In the event of sickness, vacation, and/or circumstances beyond the individual's control, an extension of time may be granted, if mutually agreed upon by the Union Committee and the Employer.

C. Assignment of New Runs: The assignment of employees to new runs or vacant runs shall be made by the Employer for the ten (10) days prior to the completion of run picks for that position.

## ARTICLE 27 - UNION ACTIVITY

A. Union Activity: Employees shall be prohibited from using Employer vehicles to attend any Union meetings or conferences. No Union business shall be transacted during on-duty hours unless prior approval from the Transit Director has been granted. All employees

when acting in an official capacity for the Union shall keep time records when this activity occurs during working hours. Union officers shall not be precluded from the proper conduct of the grievance procedures, however, in accordance with the terms of this agreement, the Employer reserves the right to exclude such meetings from all work areas. Union membership meetings shall not be conducted on the Employer's property. Time spent by representatives of the Union in the conduct of grievances with the Employer shall not be deducted from the pay of such persons.

B. Union Officials: The Union agrees to provide written notification to the Transit Director within seven (7) days following the election or selection of Union officials, stewards, grievance committee members or other Union officials. The Employer agrees to advise the Union of the proper officials assigned to handle personnel matters involving the Union.

C. Bulletin Boards: The City agrees to provide space for separate bulletin boards for the Union's use and allow them to be erected in locations to be agreed upon for the posting of notices regarding Union affairs, restricted to notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections, notices of Union recreational and social events and notices concerning bona fide Union activities such as cooperatives, credit unions and Unemployment Compensation information and other notices concerning Union affairs which are not political or controversial in nature. Upon notice from the City, the Union shall promptly remove from such bulletin boards any material which is contrary to City policy, libelous, scurrilous or in any way detrimental to the labor-management relationship. The City shall retain ownership of the bulletin boards, and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove said bulletin boards.

D. Display Case: The City agrees to provide space for a Union display case that measures no larger than 18" wide by 18" deep and 68" high. The Union agrees to display materials that are workplace appropriate and, upon notice from the City, shall promptly remove any material which is contrary to City policy, libelous, scurrilous or in any way detrimental to the labor-management relationship. The Union will retain ownership of the display case and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove it.

## ARTICLE 28 - MAINTENANCE OF EQUIPMENT

The Employer agrees to maintain its equipment in a safe and healthy operating condition. The buses shall be treated in accordance with laws and ordinances covering such conditions.

## ARTICLE 29 - NO-STRIKE AGREEMENT

A. Strike Prohibited: Neither the Union nor any officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike picketing, slowdown,

concerted work stoppage, or any other intentional interruption of work during the term of this agreement.

B. Union Action: Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the Employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. If a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether the Union caused or authorized the strike.

C. Penalties: Any or all the employees who violate any of the provisions of this section may be discharged or disciplined by the Employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

## ARTICLE 30 - DURATION OF AGREEMENT

A. Except as noted below, this Agreement shall be in effect as of July 1, 2026, and shall remain in full force and effect until and through June 30, 2028.

B. Timetable for Negotiations:

Step 1: Submission of Union bargaining requests and City management proposals in writing on or before May 1, 2028.

Step 2: Negotiations shall begin after the bargaining proposals have been exchanged as outlined in Step one (1) above. Each party agrees to work in good faith towards reaching a successor agreement in a reasonable amount of time.

C. Adjustment to Timetable: This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.

D. Extension of Agreement: In the event the parties are unable to reach agreement during the negotiations for renewal of this contract, the basic terms of conditions of this Agreement shall continue until the terms and conditions of the new Agreement are worked out by negotiation.

## ARTICLE 31 - SAVINGS CLAUSE

Should any section or portion of this Collective Bargaining Agreement be held unlawful and unenforceable by a court of competent jurisdiction, operation of law, or by a Federal Executive Order, such decision shall apply only to the specific section or portion directly specified in the decision, the parties agree immediately to negotiate a substitute for the invalid section or portion.

## ARTICLE 32 - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged practices, between the Employer and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

Employees required to have a Commercial Driver's license are subject to Drug and Alcohol testing consistent with the Metro Ride Policy.

The parties agree to incorporate a side letter as part of the current labor agreement which would provide as follows:

The City of Wausau Human Resources Department shall continue to monitor the claims administration of the Employee Benefit Program and to make recommendations for improvement when administrative problems become apparent.

The parties agree to incorporate a side letter as part of the current labor agreement which would provide as follows:

The employer agrees to discuss with the Union the terms and conditions of any mandatory drug testing program adopted by WATS or the City of Wausau and to bargain the impact of such program before it is implemented.

(Four [4] copies of this instrument are being executed, all with the same force and effect as though each were an original.)

Employees hired after July 1, 2005, shall be required to have and maintain a CDL.

## ARTICLE 33 - PAST PRACTICES

The City will not unilaterally change any benefit, practice or condition of employment which is mandatorily bargainable.

## ARTICLE 34 – REIMBURSED EXPENSES

For employees for whom a Commercial Driver's License is a requirement of employment, the City shall pay up to $50 toward obtaining a commercial driver's license, upon issuance and/or renewal.

## ARTICLE 35 – VOLUNTARY SEPARATION

At time of voluntary separation (retirement or resignation), upon giving at least ten (10) working days' written notice to the Human Resources Department, shall receive payment for all remaining earned but unused vacation time, compensatory time, perfect attendance leave and longevity in accordance with this Agreement. In the event of an employee's death, the same payment shall be made to the employee's estate. Employees who fail to provide at least ten (10) working days' written notice to the Human Resources Department, or who provide notice but do not work the full notice period, shall forfeit earned, unused vacation, perfect attendance leave, and longevity (see example below). The employee's last day of work shall be the final day on the payroll. Employees must work their full scheduled shift unless approved by the Department Head. Employees will not be permitted to utilize vacation, sick, compensatory time and/or perfect attendance leave and stay on the payroll after the last day at work.

*Employee provides 45 working days' written notice of resignation. After 20 days, the Employee decides to be done and not work the remaining 25 working days. Employee forfeited their earned unused vacation, perfect attendance, and longevity.*

## ARTICLE 36 – NON-DISCRIMINATION

Under this Agreement, neither party will discriminate against employees based on religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or any other protected class under law.

Both parties agree that unlawful harassment will not be tolerated.

Employees who feel they have been the subject of discrimination or harassment are encouraged to discuss such issues with their supervisor or other management staff or file a complaint through the

City's Human Resources Department. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance will be suspended until the internal complaint process has been completed.

Dated at Wausau, Wisconsin, this _____ day of _____, 2026

_____
Doug Diny
Mayor

_____
Kyle Hanson
President

_____
Lisa Nowak, HR Director

_____
Andrew Eberhardy, Vice President

_____
Ron Schuenke, Transit Director

_____
Jacob Heil, Secretary-Treasurer

_____
Scott Burton, Member Bargaining Team

_____
Roger Yauch, Member Bargaining Team

APPENDIX "A"
WAGES AND CLASSIFICATIONS

Effective PP14 2026 $1.00 increase to Step A + 2%

| Classification | Step A Date of Hire | Step B 6 months | Step C 12 months | Step D 24 months | Step E 48 months |
|---|---|---|---|---|---|
| Bus Operator | 25.55 | 27.20 | 28.40 | 29.78 | 30.67 |
| Microtransit/Paratransit Operator | 20.76 | 21.00 | 22.55 | 23.82 | 24.53 |
| Facilities Maintenance | 24.11 | 25.62 | 26.69 | 27.87 | 28.70 |
| Mechanic I | 25.97 | 27.48 | 29.01 | 30.30 | 31.21 |
| Mechanic II | 26.61 | 28.37 | 29.66 | 31.10 | 32.04 |
| Lead Maintenance Tech | | | | | 39.65 |

Effective PP1 2027 1.5%

| Classification | Step A Date of Hire | Step B 6 months | Step C 12 months | Step D 24 months | Step E 48 months |
|---|---|---|---|---|---|
| Bus Operator | 25.93 | 27.61 | 28.83 | 30.23 | 31.13 |
| Microtransit/Paratransit Operator | 21.07 | 21.32 | 22.89 | 24.18 | 24.90 |
| Facilities Maintenance | 24.47 | 26.00 | 27.09 | 28.29 | 29.13 |
| Mechanic I | 26.36 | 27.89 | 29.45 | 30.75 | 31.68 |
| Mechanic II | 27.01 | 28.80 | 30.10 | 31.57 | 32.52 |
| Lead Maintenance Tech | | | | | 40.24 |

Effective PP14 2027 1.5%

| Classification | Step A Date of Hire | Step B 6 months | Step C 12 months | Step D 24 months | Step E 48 months |
|---|---|---|---|---|---|
| Bus Operator | 26.32 | 28.02 | 29.26 | 30.68 | 31.60 |
| Microtransit/Paratransit Operator | 21.39 | 21.64 | 23.23 | 24.54 | 25.27 |
| Facilities Maintenance | 24.84 | 26.39 | 27.50 | 28.71 | 29.57 |
| Mechanic I | 26.76 | 28.31 | 29.89 | 31.21 | 32.16 |
| Mechanic II | 27.42 | 29.23 | 30.55 | 32.04 | 33.01 |
| Lead Maintenance Tech | | | | | 40.84 |

Effective PP1 2028 1.5%

| Classification | Step A Date of Hire | Step B 6 months | Step C 12 months | Step D 24 months | Step E 48 months |
|---|---|---|---|---|---|
| Bus Operator | 26.71 | 28.44 | 29.70 | 31.14 | 32.07 |
| Microtransit/Paratransit Operator | 21.71 | 21.96 | 23.58 | 24.91 | 25.65 |
| Facilities Maintenance | 25.21 | 26.79 | 27.91 | 29.14 | 30.01 |
| Mechanic I | 27.16 | 28.73 | 30.34 | 31.68 | 32.64 |
| Mechanic II | 27.83 | 29.67 | 31.01 | 32.52 | 33.51 |
| Lead Maintenance Tech | | | | | 41.45 |

For pay progression, months of service shall be based on the employees' latest date of hire for the classification unless the employee has prior experience in that classification, in which case employee will be credited with prior years of service.

Any individual hired as the Lead Maintenance Tech will automatically start at Step E.

For purposes of pay only, employees who retire and return to work in a part time position shall be paid at the same step in pay (at the appropriate rate in accordance with the current contract) they had attained prior to retirement and will continue to progress in the progression schedule. For purposes of all other benefits, these employees will be treated as a new employee.

Facilities Maintenance employees acting as Bus Operators shall receive in addition to their regular wages, one dollar fifty cents ($1.50) for each hour worked while performing the duties of the Bus Operator.

LETTER OF AGREEMENT #1

ATU Local 1168 and the City of Wausau Transit Management agree that both parties shall follow the City of Wausau's Code of Conduct Policy and City of Wausau Employee Handbook. If there is a conflict between the Employee Handbook and this Agreement, this Agreement controls.

Dated at Wausau, Wisconsin, this _____ day of _____, 2026

_____
Doug Diny, Mayor

_____
Lisa Nowak, HR Director

_____
Ron Schuenke, Transit Director

_____
Kyle Hanson, President

_____
Andrew Eberhardy, Vice President

_____
Jacob Heil, Secretary-Treasurer

_____
Scott Burton, Member Bargaining Team

_____
Roger Yauch, Member Bargaining Team

**MEMORANDUM OF AGREEMENT**

By and Between

**City of Wausau**

AND

**Amalgamated Transit Union**

This Memorandum of Agreement is entered into this _____ day of _____, ____ between the City of Wausau and Local 1168, Amalgamated Transit Union, AFL-CIO in order to modify the terms of Article 14 - Retirement, effective July 1, 2026, through June 30, 2028, to add the following language:

When an Association member who is eligible for and applies for full Wisconsin Retirement System (WRS) no later than 30 days prior to the retirement benefits retires from service and the Association member provides six months' advance notice of intent to retire, the City agrees to pay a $2,000 (subject to appropriate taxes and deductions) incentive in the associate's last payroll. Employees who change their separation date (subject to Department Head approval), will have the six-month timeframe restart from the new notice date. No time from the first notice to the next notice will be credited. Rehired retirees do not qualify for this payment.

If the City increases the incentive amount for non-represented employees, the ATU will receive the same. If the City discontinues this program with its non-represented employees, this program will also be discontinued with the ATU. If an Employee had already given the six months' notice prior to the City discontinuing the program, the Employee will still be entitled to the $2,000.00.

FOR THE EMPLOYER:
Transit Director:

_____
Ron Schuenke Date
Transit Director

City of Wausau:

_____
Lisa Nowak Date
Human Resources Director

_____
Doug Diny Date
Mayor

FOR THE UNION:
Union Title:

_____
Name Date
Title:

Union Title:

_____
Name Date
Title:

SUMMARY

OF

TRANSIT COLLECTIVE BARGAINING AGREEMENT

CHANGES

- Term: July 1, 2026, to June 30, 2028.

- For PP14 2026, Step A in all classifications except Lead Maintenance Tech received a $1.00 increase. Then all classifications and steps received a two percent (2%) increase for PP14 2026 only. All employment classifications and steps then received a one and a half percent (1.5%) increase at PP1 2027, PP14 2027, and PP1 2028.

- General correction of typos, other grammatical errors, language clean up to ensure accurate references to job titles.

- Clarified that all employees of the bargaining unit could have their probationary period extended.

- Clarified eligible benefits available to part-time and full-time employees during the probationary period.

- Updated part-time employees' vacation usage to accurately reflect their work schedule. Increase the maximum number of vacation hours for part-time employees to carry over to the next year from 20 hours to 40 hours.

- Converted the number of working days required to earn vacation in a pay period to hours worked for full-time and part-time employees.

- Sick time usage will now reflect the actual number of hours assigned to work.

- The Perfect Attendance Leave accrual policy will be discontinued if the City discontinues it City-wide for the non-represented employees. Accrued PAL leave will remain, and employees will be able to use it as before until it has been exhausted.

- Clarifying what a day of funeral leave means for full-time employees.

- Moved scheduling language from Article 10 to Article 19 and removed language that made these two Articles conflict.

- Removed unnecessary language regarding part-time employee call in pay.

- Increased the number of bottoms provided to Bus Operators. Added language indicating all City-purchased items with the Metro Ride logo on them need to be returned to the City

upon employment separation. Garage employee uniforms also must be returned to the City upon employment separation.

- Employee utilizing employer funds to purchase safety shoes must reimburse the City in the event the employee purchases shoes and then leaves employment within the next 30 days.

- Removed references to "fair share contributions" due to Wisconsin being a right to work state, and the U.S. Supreme Court decision *Janus v. American Federation of State, County, and Municipal Employees*, 585 U.S. 878 (2018).

- Article 31 – Savings Clause was updated to reflect the steps to take in the event language in the Collective Bargaining Agreement is found unlawful.

- The Federal Medical Card requirements and obligations after being hired have been removed.

- Employees not honoring the entire notice of separation period they provided to the City will forfeit that accrued but unused leave banks.

- Language was added that prior years of service in a different classification are not lost if the employee remains with the City, and returns to that prior classification in the future.

- *Facilities Maintenance* employees will receive a $1.50 increase per hour to their base wage when they act as a *Bus Operator*.

- Deleted Side Letter #2, as it was no longer applicable.

**Amalgamated Transit Union**
**Summary of Tentative Agreement, June 22, 2026**

| Article | Agreement |
|---|---|
| Entire Agreement | Updating outdated information. EX; dental insurance beginning date. Also clean up typos. |
| 10 – Vacation | Adjust language for full-time employees to work 48 hours and part-time employees to work 24 hours to earn vacation and sick time balances. Increasing maximum carryover limits for part-time employees to 40 hours. |
| 11 – Sick Leave | Using sick and vacation time in .25-hour increments. |
| 11 – Sick Leave | Defined hours paid for full-time and part-time employees. |
| 12- Perfect Attendance Leave | To follow the City's PAL leave policy in the event the city discontinues. |
| 20 - Uniforms | Adjusting the number of bottoms and defining type of shirts. Also asking for items to be returned upon departure. And if separated must reimburse for boots if under 30 days. |
| 32- Entire Memorandum of Agreement | Removal of Federal Medical Card requirements. |
| 35 – Voluntary Separation | Added language to define what a 2-week notice is. |
| Appendix A | Adjusted wages start wages will receive a $1.00 increase 06/21/26 along with the respective percentage increases.<br>06/21/26 2% Increase<br>12/20/26 1.5% Increase<br>06/20/27 1.5% Increase<br>12/19/27 1.5% Increase |

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

Resolution from the Human Resources Committee Approving the City of Wausau Firefighter/Paramedic Apprenticeship Program.

**Committee Action:** *PENDING*

**File Number:** 26-0713 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| COSTS | *Budget Neutral:* | *YES [X]* | *NO [ ]* | | |
| | *Included in Budget:* | *YES [ ]* | *NO [X]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Fee Financed:* | *YES [ ]* | *NO [X]* | *Amount:* | |
| | *Grant Financed:* | *YES [X]* | *NO [ ]* | *Amount:$3,207,000* | |
| | *Debt Finance:* | *YES [ ]* | *NO [X]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [X]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS,** the Wausau Fire Department has developed a Firefighter/Paramedic Apprenticeship Program in partnership with Northcentral Technical College and the Wisconsin Department of Workforce Development to create a structured, paid training pathway for future firefighter/paramedics; and

**WHEREAS,** the Common Council finds that participation in the apprenticeship program will strengthen workforce recruitment and development, enhance the City's long-term public safety capabilities, and is contingent upon the receipt of external grant funding and all necessary program approvals.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the Common Council approves the establishment and participation of the Wausau Fire Department in the Firefighter/Paramedic Apprenticeship Program in partnership with Northcentral Technical College and the Wisconsin Department of Workforce Development.

**BE IT FURTHER RESOLVED,** apprentices shall be employed as Limited Term Employees (LTEs) solely for the duration of the apprenticeship program, shall not count toward minimum staffing requirements, and participation in the program shall not guarantee future employment with the City of Wausau.

**BE IT FURTHER RESOLVED,** implementation of the apprenticeship program is contingent upon receipt of all necessary grant funding and required state and institutional approvals.

Approved:

_____

Doug Diny, Mayor

# Cover Memo / Executive Summary

**From:** **Deputy Fire Chief Justin Pluess**
**To:** **Members of the Human Resources Committee & Common Council**
**RE:** **Approval of Firefighter/Paramedic Apprenticeship Partnership with Northcentral Technical College**

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## Background

The Wausau Fire Department, in partnership with Northcentral Technical College (NTC), is requesting approval to participate in the FireMedic Apprenticeship Program (FMAP). This program is being developed in coordination with the Wisconsin Department of Workforce Development Bureau of Apprenticeship Standards and is intended to create a sustainable workforce development pipeline for firefighter/paramedic staffing within the City of Wausau and surrounding regional departments.

The proposed apprenticeship program would provide participants with a 18-month paid training experience combining classroom instruction through NTC with real-world fire and EMS operational experience within the Wausau Fire Department. Apprentices would rotate through assignments at Wausau Fire Department Stations while completing required firefighter and paramedic certifications.

## Goal

One of the primary goals of this apprenticeship program is to create a clear, structured, and financially realistic career pathway into the firefighter/paramedic profession. Currently, there is no simple or straightforward path for individuals seeking to become career firefighter/paramedic. Training courses are often offered at varying times, through multiple institutions, and over an extended period, frequently taking more than two years to complete. For many individuals already working full-time jobs or supporting families, leaving the workforce to attend school full-time is simply not financially possible.

The program allows participants to earn wages and benefits while receiving the required firefighter and paramedic education, certifications, and hands-on experience within a single

coordinated 18-month program. Apprentices are able to continue supporting themselves and their families while pursuing a career in public safety.

The program is not only intended to attract recent high school graduates, but also individuals already established in the workforce who may be seeking a meaningful career change and an opportunity to continue serving their communities. This model may be especially beneficial for military veterans transitioning back into civilian life who are looking for a profession centered around teamwork, service, discipline, leadership, and community protection. By creating an "earn while you learn" pathway, this apprenticeship program opens the door to highly qualified individuals who otherwise may never have had the opportunity to pursue a career in firefighting and emergency medical services.

## Requested Action

The Public Health and Safety Committee, Human Resources Committee, Finance Committee, and ultimately the Common Council are being asked to approve the partnership framework between the City of Wausau and Northcentral Technical College to allow implementation of the grant-funded apprenticeship program.

## Financial Impact and Long-Term Fiscal Responsibility

Significant planning has been conducted to ensure this program does not create a long-term financial burden for the City of Wausau. It is important to note that the concept for this apprenticeship program was originally developed and requested in 2024 during a period in which the Wausau Fire Department was experiencing approximately a 15% vacancy rate within its line staffing

The apprenticeship program is structured around congressional funding requested through Senator Tammy Baldwin's office in the amount of approximately $3.27 million. Funding includes apprentice wages, benefits, training costs, instructional support, equipment, uniforms, and educational expenses.

Unlike previous federal staffing grants, this program is not designed to supplement or replace minimum staffing levels within the Wausau Fire Department. The apprenticeship program is strictly a workforce development and training initiative intended to prepare future firefighter/paramedics for potential future employment opportunities.

The apprentices participating in this program will not count toward daily staffing requirements, minimum staffing levels, or front-line deployment staffing. Apprentices will not function as independently assigned firefighters/paramedics because they will still be in training and will not yet possess the certifications or qualifications required for full operational staffing assignments.

This apprenticeship program does not obligate the City to retain positions after the grant period expires, nor does it create future unfunded staffing liabilities for taxpayers.

A total of 18 apprentices would be classified as Limited Term Employees (LTEs) employed by the City of Wausau solely for participation in the apprenticeship program for a maximum duration of 18 months. Apprentices will be informed upon hire that participation in the program does not guarantee future employment with the City of Wausau.

If future firefighter/paramedic vacancies become available, apprentices may apply for those openings through the City's normal hiring process. However, there is no obligation or guarantee of employment following completion of the apprenticeship.

## Operational and Workforce Benefits

While apprentices will not be used to supplement staffing, the program creates significant long-term operational benefits for the City.

The apprenticeship model allows the City to develop and train future firefighter/paramedics before vacancies occur. This creates a pipeline of highly trained and certified candidates who are already familiar with department operations, policies, equipment, and culture.

By having fully trained candidates available when openings occur, the City can reduce overtime expenditures associated with staffing shortages and avoid the lengthy delays and training costs associated with onboarding uncertified recruits after vacancies develop.

The apprenticeship structure also improves workforce readiness while helping address the growing regional shortage of firefighter/paramedics.

## Program Structure

The apprenticeship program combines approximately 4,719 hours of combined field training and paid related instruction. The training model includes fire suppression operations, EMS and paramedic training, rescue operations, hazardous materials response, fire prevention activities, apparatus operations, and leadership development. See DWD Exhibit A for details.

## Workforce Development and Community Benefit

The Wausau Fire Department continues to experience increasing service demands, responding to over 7,000 emergency incidents in 2025, while also facing regional recruitment and retention challenges.

The apprenticeship program directly addresses this workforce shortage by allowing individuals to earn wages and benefits while completing the required education and certifications needed to enter the profession.

## Recommendation

Approval of this partnership and grant implementation framework is recommended as it provides a fiscally responsible workforce development solution that enhances long-term public safety readiness, supports recruitment and retention efforts, develops future firefighter/paramedics without increasing operational staffing commitments, and minimizes long-term financial exposure to the City of Wausau.

# Grant Implementation Framework

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The Central Wisconsin FireMedic Apprenticeship Program (FMAP) was intentionally designed to create a clear, affordable, and structured pathway into the firefighter/paramedic profession for:

- Recent high school graduates
- Individuals seeking career changes
- Military veterans transitioning into civilian service
- Working adults unable to leave full-time employment to attend traditional schooling

## Partnership Structure

### Northcentral Technical College (NTC)

Northcentral Technical College will serve as the lead educational institution and grant administrator. Responsibilities include:

- Educational instruction and curriculum delivery
- Grant management and reporting
- Student support services
- Educational compliance oversight
- Coordination with the Wisconsin Technical College System
- Coordination of apprenticeship-related instruction

NTC is currently seeking approval from the Wisconsin Technical College System (WTCS) for program implementation and educational alignment.

**Wisconsin Department of Workforce Development – Bureau of Apprenticeship Standards**

The apprenticeship standards and program structure are being developed in coordination with the Wisconsin Department of Workforce Development's Bureau of Apprenticeship Standards (BAS).

The BAS approval process includes:

- Review of apprenticeship standards
- Review of Exhibit A work process schedules
- Sponsor application review
- Registration of apprenticeship standards
- Issuance of apprenticeship certifications and credentials

The proposed apprenticeship includes approximately 4,719 hours of combined instruction and field training.

**Wausau Fire Department**

The Wausau Fire Department will provide:

- Operational mentorship
- Shift immersion experiences
- Hands-on training opportunities
- Fire and EMS operational experience
- Field supervision and evaluations
- Training coordination
- Station accommodations during assigned shifts

**Employment Structure**

Apprentices participating in the program will be classified as Limited Term Employees (LTEs) of the City of Wausau.

*Key provisions include:*

- Apprentices are employed solely for participation in the apprenticeship program
- Apprentices are limited to a maximum of 18 months of employment

- Apprentices are not guaranteed future employment with the City of Wausau
- Apprentices may apply for future vacancies through the normal hiring process
- Apprentices will not count toward minimum staffing levels or operational staffing requirements
- Apprentices will not replace fully certified firefighter/paramedics

The apprentices are considered trainees and workforce development participants rather than operational staffing positions.

**Fiscal Impact and Grant Funding**

The apprenticeship program is designed to minimize long-term financial exposure to the City of Wausau.

Congressional funding requested through Senator Tammy Baldwin's office totals approximately $3.27 million and includes funding for:

- Apprentice wages and benefits for a total of 18 apprentices
- Training equipment
- Educational expenses
- Uniforms and PPE
- Instructional personnel
- Curriculum development
- Recruitment and outreach
- Training props and operational support

Unlike prior federal staffing grants, this apprenticeship initiative does not commit the City to permanent staffing obligations after the grant period concludes.

The program is intended to create a pipeline of trained firefighter/paramedics who may later compete for future openings as vacancies occur.

**Proposed Timeline**

**Spring–Summer 2026**

- Finalize apprenticeship standards
- Secure WTCS educational approval
- Secure Bureau of Apprenticeship Standards approval
- Finalize partnership agreements
- Complete recruitment and outreach efforts
- Develop operational schedules and onboarding processes

**August–September 2026**

- Apprentice candidate selection process
- Medical evaluations and background checks
- Orientation planning
- Final onboarding preparation

**October 5, 2026**

- Target start date for first apprenticeship cohort

**Long-Term Vision**

The long-term vision of the program is to create a sustainable, replicable firefighter/paramedic apprenticeship model that may eventually be expanded throughout Wisconsin.

The partnership between NTC, WFD, WTCS, and the Wisconsin Bureau of Apprenticeship Standards positions Central Wisconsin as a statewide leader in public safety workforce development and innovative firefighter/paramedic training pathways.

The program is intended to strengthen regional emergency response readiness while creating affordable career opportunities for future generations of firefighter/paramedics.

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**Attachments:**

- Congressional Spending Request
- Proposed Budget
- Apprenticeship Exhibit A / Hours
- DWD Sponsor Application

**Approved:**

**TERM OF APPRENTICESHIP:** The term of apprenticeship shall be Time-based, which has been established to be 4,719 hours. Hours of labor shall be the same as established for other skilled employees in the occupation.

**PROGRAM REQUIREMENTS:** Successful completion of the CPAT (Candidate Physical Ability Test), possession of a valid Wisconsin driver's license, successful completion of a medical physical examination, successful completion of a psychological evaluation, and successful completion of a criminal background check.

**PROBATIONARY PERIOD:** The probationary period shall be the first 6 months of the apprenticeship. During the probationary period, this contract may be cancelled by the apprentice or the sponsor upon written notice to the Department.

**PAID RELATED INSTRUCTION ATTENDANCE:** The apprentice shall attend the Wisconsin Technical College System or other approved training provider, as assigned, for paid related instruction four hours per week or the equivalent and satisfactorily complete the prescribed course material for a minimum of 1,359 hours, unless otherwise approved by the Department. The employer must pay the apprentice for attended related instruction hours at the same rate per hour as for services performed.

**WORK PROCESS SCHEDULE:** In order to obtain well-rounded training and thereby qualify as a skilled worker in the occupation, the apprentice shall have experience and training in the following areas. This instruction and experience shall include the following operations but not necessarily in the sequence given. Time spent on specific operations need not be continuous.

| **Work Process Area** | **Approximate Hours** |
|---|---|
| Orientation, Safety, Policies, and Physical Readiness | 160 |
| Fire Station Operations and Equipment Maintenance | 150 |
| Fire Suppression Operations | 750 |
| EMS and Basic Life Support Operations | 300 |
| Advanced Paramedic Patient Care | 850 |
| Rescue Operations and Extrication | 200 |
| Hazardous Materials Response | 150 |
| Fire Prevention, Inspection, and Public Education | 100 |
| Apparatus Operations and Driver/Operator Skills | 250 |
| Incident Command, Communications, and Documentation | 150 |
| Specialized Emergency Response Operations | 200 |
| Professional Development and Leadership Skills | 100 |
| **TOTAL** | **3,360** |

| | |
|---|---|
| **Paid Related Instruction** | 1,359 |
| TOTAL | 4,719 |

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The above schedule is to include all operations and such other work as is customary in the occupation.

# DETAILED WORK PROCESS OUTLINE

## 1. Orientation, Safety, Policies, and Physical Readiness — 160 Hours

- Follow department rules, SOPs/SOGs, and safety procedures
- Demonstrate proper PPE use and SCBA operations
- Maintain physical fitness and wellness standards
- Apply OSHA, NFPA, and Wisconsin safety requirements
- Demonstrate infection control and bloodborne pathogen procedures
- Participate in department orientation and mentorship activities

## 2. Fire Station Operations and Equipment Maintenance — 150 Hours

- Maintain fire apparatus and EMS units
- Inspect, clean, test, and inventory equipment
- Perform hose, ladder, and tool maintenance
- Complete station duties and operational readiness checks
- Maintain EMS medication and supply inventories
- Document inspections and maintenance activities

## 3. Fire Suppression Operations — 750 Hours

- Respond to structure, vehicle, and wildland fires
- Deploy hose lines and water supply systems
- Conduct fire attack, ventilation, salvage, and overhaul
- Perform search and rescue operations
- Operate ladders and forcible entry tools
- Participate in rapid intervention and firefighter survival operations
- Utilize fire behavior knowledge in tactical operations
- Operate within ICS structure during emergency incidents

## 4. EMS and Basic Life Support Operations — 300 Hours

- Assess and stabilize patients
- Perform CPR and AED operations
- Conduct patient lifting and moving procedures
- Assist with emergency medical incidents
- Perform airway management techniques
- Complete patient care reports and EMS documentation

- Communicate with hospitals and medical control

**5. Advanced Paramedic Patient Care — 850 Hours**

- Conduct advanced patient assessments
- Administer medications and IV therapy
- Perform cardiac monitoring and interpretation
- Conduct advanced airway procedures
- Manage trauma and medical emergencies
- Perform pediatric and geriatric patient care
- Deliver advanced life support interventions
- Utilize evidence-based EMS protocols
- Coordinate patient transfer and continuity of care

**6. Rescue Operations and Extrication — 200 Hours**

- Perform vehicle extrication techniques
- Conduct rope, confined space, and technical rescue support
- Stabilize vehicles and hazardous scenes
- Operate rescue tools and lifting equipment
- Conduct victim disentanglement and packaging
- Participate in water and ice rescue awareness operations

**7. Hazardous Materials Response — 150 Hours**

- Identify hazardous materials and isolation zones
- Perform defensive hazmat operations
- Utilize decontamination procedures
- Interpret SDS and ERG materials
- Operate monitoring and detection equipment
- Participate in hazardous materials incident response

**8. Fire Prevention, Inspection, and Public Education — 100 Hours**

- Conduct basic fire inspections
- Identify common fire code violations
- Participate in public education programs
- Install and inspect smoke/carbon monoxide detectors
- Assist with pre-incident planning activities
- Complete inspection and prevention documentation

**9. Apparatus Operations and Driver/Operator Skills — 250 Hours**

- Operate fire apparatus safely
- Perform emergency vehicle driving operations
- Conduct pump operations and water supply management

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- Operate aerial devices (if applicable)
- Back apparatus using spotters and safety procedures
- Perform apparatus inspections and documentation

**10. Incident Command, Communications, and Documentation — 150 Hours**

- Operate within the Incident Command System
- Utilize radio communication procedures
- Prepare incident and EMS reports
- Participate in tactical accountability systems
- Coordinate with law enforcement and mutual aid agencies
- Demonstrate emergency scene professionalism

**11. Specialized Emergency Response Operations — 200 Hours**

- Participate in mass casualty incident response
- Assist in disaster and emergency management operations
- Support active threat or unified command incidents
- Participate in community emergency preparedness activities
- Operate during severe weather and disaster response events

**12. Professional Development and Leadership Skills — 100 Hours**

- Demonstrate teamwork and leadership skills
- Participate in training instruction and mentoring
- Develop conflict resolution and customer service skills
- Maintain ethical and professional conduct
- Demonstrate cultural competency and community engagement

## Recommended Credentials/Certifications

- Wisconsin Firefighter I
- Wisconsin Firefighter II
- Wisconsin EMT-Basic License
- Wisconsin EMT-Paramedic License
- Hazardous Materials Operations
- CPR/BLS Provider
- ACLS
- PALS
- PHTLS
- NIMS/ICS 100, 200, 700, 800
- Driver/Operator Pumper

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## Suggested RAP Structure Notes (Wisconsin)

- Progressive wage schedule tied to competencies and hours
- Mentor/journeyworker ratio
- Related Instruction provider agreement (WTCS preferred)
- Equal Employment Opportunity pledge
- Safety training plan
- Probationary period language
- Credit for prior experience/certifications
- Competency verification process

*This occupation could be registered as a single combined occupation (Firefighter/Paramedic) or as a firefighter occupation with a paramedic specialization pathway, depending on sponsor preference and bargaining/unit structures.*

**MINIMUM COMPENSATION TO BE PAID:** (Grant Funded Apprenticeship Wage Schedule)

Based on wages 60% of $5,884.63/ monthly firefighter in available grant funding and an estimated 2,912 work/training hours per year:

The maximum average hourly wage that would keep the apprentice fully within the grant-funded amount is approximately $14.55 per hour before considering overtime, benefits, FICA, retirement, workers compensation, or other employment costs*. 2912 / 42,369 per year = $14.55 hourly.*

**1st period of 6 months at $14.00 per hour**

**2nd period of 6 months at $14.25 per hour**

**3rd period of 6 months at $15.00 per hour**

If additional funding sources become available or if the apprentice transitions into a collective bargaining unit position, the employer may exceed the above wage schedule at its discretion.

An apprentice's rate of pay for overtime shall be compensated in accordance with applicable federal and state wage and hour requirements and City policy.

“Wages listed above are intended to reflect a training wage associated with a federally funded registered apprenticeship program.”

**CREDIT PROVISIONS:** The apprentice, granted credit at the start or during the term of the apprenticeship, shall be paid the wage rate of the pay period to which such credit advanced the apprentice.

**Work credit hours approved: TBD**



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**School credit hours approved:**

**Paid related instruction: TBD**

**Unpaid related instruction: TBD**

**Total credit hours to be applied to the term of the apprenticeship: TBD**

## SPECIAL PROVISIONS:

The Paramedic registered apprenticeship program is aligned with the Paramedic Technical Diploma offered through Northcentral Technical College (NTC).

**The apprentice must:**

1. Satisfy all entrance requirements for the technical diploma prior to beginning the registered apprenticeship.
2. Obtain an Advanced Cardiovascular Life Support certification.
3. Obtain a Pediatric Advanced Life Support certification.
4. Successfully obtain NTC's Paramedic Technical Diploma.
5. Additionally, obtain certification for NREMT Exam and State of Wisconsin licensure.
6. Successfully complete the Transition to Trainer course in the final year of the registered apprenticeship.
7. Obtain State certification in Firefighter 1
8. Obtain State certification in Firefighter 2

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

Resolution from the Common Council Approving Term Sheet for Redevelopment of 920 North 1st Street & 15 Fulton (Riverlife South) by Wangard Partners, Inc.

**Committee Action:** None

**File Number:** 26-0708 **Date Introduced:** July 14, 2026

| FISCAL IMPACT SUMMARY | | | | | |
|---|---|---|---|---|---|
| COSTS | *Budget Neutral:* | *YES [X]* | *NO [ ]* | | |
| | *Included in Budget:* | *YES [ ]* | *NO [ ]* | *Budget Source:* | |
| | *One-time Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Recurring Costs:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| SOURCE | *Fee Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Grant Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *Debt Finance:* | *YES [ ]* | *NO [ ]* | *Amount:* | *Annual Retirement:* |
| | *TID Financed:* | *YES [ ]* | *NO [ ]* | *Amount:* | |
| | *TID Source:* | *Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]* | | | |

# RESOLUTION

**WHEREAS,** the Economic Development Committee approved issuance of a Request for Interest (RFI) for the South Riverfront redevelopment area at its May 7th, 2024 meeting; and

**WHEREAS,** following review of submitted proposals, the Economic Development Committee selected Wangard Partners, Inc as the developer for the South Riverfront redevelopment project at its August 6th, 2024 meeting; and

**WHEREAS,** Wangard Partners, Inc proposes to construct a Class A residential apartment development consisting of approximately 143 housing units and associated parking on property located at 920 North 1st Street and 15 Fulton Street, and within Tax Incremental District No. 12; and

**WHEREAS,** Wangard Partners, Inc has requested financial assistance from the City of Wausau through Tax Increment Financing to assist with the redevelopment project; and

**WHEREAS,** City Staff engaged Ehlers, Inc. to perform a financial gap analysis of the project and review the developer's pro formas and financial information; and

**WHEREAS,** the Economic Development Committee and Finance Committee, at their joint meeting on June 9th, 2026, reviewed the proposed term sheet and directed staff to forward the proposal to Common Council.

**NOW, THEREFORE, BE IT RESOLVED** that the proper City officials are hereby authorized and directed to prepare a Development Agreement incorporating the terms of the negotiated Term Sheet and present the Development Agreement to the Economic Development Committee for review and recommendation prior to final consideration by the Common Council.

Approved:

_____

Doug Diny, Mayor

**MEMO**

TO: Common Council
FROM: Patrick Gatterman, Economic Development Manager
DATE: 07/14/26
RE: Wangard Partners, Inc Term Sheet

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The Economic Development Committee approved issuance of a Request for Proposals (RFP) for the South Riverfront redevelopment area at its May 7th, 2024 meeting. Following review of submitted proposals, the Economic Development Committee selected Wangard Partners, Inc development partner for the Riverlife South site at its August 6th, 2024 meeting.

The Riverlife South property represents a key component of the City's long-term riverfront redevelopment efforts focused on transforming former industrial and underutilized properties along the Wisconsin River into new opportunities for housing, recreation, economic development, and public access. The Riverfront Redevelopment initiative is designed to boost local businesses, attract tourism, and provide high-quality housing options while fostering a stronger connection between the community and the Wisconsin River.

Since selection, City staff and Wangard have continued project planning, site design, engineering review, environmental due diligence, and financial analysis for the proposed redevelopment. The project has evolved into a Class A, market-rate multifamily residential development consisting of two four-story buildings with approximately 143 one and two-bedroom units, over 100 heated indoor entry-level parking stalls, and more than nearly 100 additional surface parking spaces, located at 920 North 1st Street and 15 Fulton Street.

As part of the development process, City Staff engaged Ehlers, Inc. to conduct a financial gap analysis, review the developer's financial information and project pro formas, and provide financial analysis throughout negotiations. Based on those negotiations, Staff and the developer have reached a proposed Term Sheet outlining the principal business terms of a future Development Agreement. The purpose of the Term Sheet is to establish the framework for a formal agreement while allowing the Committee to review the key project components prior to preparation of the final legal documents.

Under the proposed terms, Wangard Partners, Inc would purchase the property from the City of Wausau for $100,000. While the property has a current assessed value of approximately $1.4 million, as determined by the City Assessor, the developer will assume substantial costs to prepare the site for redevelopment. These costs include environmental remediation, compliance with ongoing Wisconsin Department of Natural Resources (DNR) requirements, utility relocations, soil improvements, and other necessary site preparation activities. Collectively, these upfront investments are estimated to exceed $2 million before any construction can begin.

Wangard will construct a residential development with a minimum required investment of $30,713,227. Current estimates place total project costs at approximately $36.1 million. Upon completion, the project is expected tob generate approximately $28.3 million in new equalized value and serve as a substantial tax-producing asset within Tax Increment District No. 12.

The proposed pay-as-you-go process significantly reduces the City’s financial risk because the developer only receives a portion of the new tax increment that their project actually creates. The City keeps 20% of the increment each year, and 80% will go to the developer, with a maximum principal amount of $4,841,567. If the project generates less increment than expected, the amount paid to the developer is simply lower, and the City is never responsible for making up the difference. Because the obligation is paid only from the tax increment the project produces, the developer carries the performance risk, not the City. The note accrues interest at 5.75% for up to seventeen years, with total payments capped at $8,351,739.

The proposed assistance package includes a developer look-back provision intended to ensure public participation remains proportional to project performance. Upon stabilization, sale of the project, or three years following issuance of a certificate of occupancy, the City will evaluate project returns. If the developer's average annual cash return exceeds 10%, the principal amount of the obligation to the developer will be reduced by 50% of the amount necessary to reduce returns to the agreed-upon threshold.

The project is anticipated to advance several community development objectives, including redevelopment of a prominent riverfront property, expansion of housing opportunities, increased tax increment generation within TID 12, and continued implementation of the City's riverfront redevelopment strategy. The project also represents an important step in encouraging additional private investment along the Wisconsin River corridor and strengthening connections between downtown Wausau and future riverfront development opportunities.

**Term Sheet**

This Term Sheet is intended to set forth the general terms upon which the parties hereto may be willing to enter into a Development Agreement. This Term Sheet shall not be deemed conclusive or legally binding upon either party and neither party shall have any obligations regarding the property defined below unless and until a definitive TIF Assistance Agreement is approved by the City and executed by both parties.

1. Developer: Wangard Property Acquisitions LLC, or its affiliates/related parties

2. Property: 920 North 1st Street, Wausau, WI
(Parcel #s: 291-2907-264-0968 & 291-2907-253-0643)

3. Purchase Price: The Developer will purchase the Property from the City for One Hundred Thousand ($100,000.00) dollars.

4. Minimum Development Cost: Construction of a Class A, Residential Apartment Building with approximately 143 housing units, and 100 ground level parking stalls. Developer represents that it currently estimates that it will expend as Development Costs for the Project in an amount of $36,143,812, but the parties agree that the Minimum Development Cost amount used herein shall be $30,713,227

5. Public Assistance: Pursuant to Solhaven Riverlife Tax Increment Projection Worksheet dated 5/15/2026, subject to all terms and conditions of the Development Agreement, the City shall reimburse the Developer 80% of the Annually Available Tax Increment for up to a cumulative maximum principal amount of $4,841,567, but in no event shall interest accrued on unpaid principal and principal payments cumulatively exceed $8,351,739. Payments will be made through a Municipal Revenue Obligation (MRO) Note issued on a pay-as-you-go basis over a MAXIMUM of 17 years at a rate of 5.75% per annum. Assuming construction commences in 2027, receipt of the first tax increment would be in 2029, and the final payment would be in 2045.

6. Building Value: The Residential Apartment Building to be constructed upon the Property is anticipated to have an estimated equalized fair market value of approximately $28,303,200

7. Look-Back Provision: The tax increment assistance shall be subject to the following lookback to be performed and described in more detail in the Development Agreement:

(1) upon the earlier of;
   i.) stabilization (defined as the calendar month-end date on which the Project has first achieved an average occupancy of 95% during the preceding 3 calendar months) or
   ii.) three years after issuance of a certificate of occupancy or
   iii.) sale,

if the Developer's cash on cash average annual return exceeds 10% over the term of the MRO Note, the principal amount of the MRO Note will be reduced by 50% of the amount

that results in a stabilized 10% cash on cash average annual return over the term of the MRO Note.

8. Miscellaneous:
   a. No transfer of Property or TIF Assistance Agreement without City consent, which shall not be unreasonably withheld.
   b. Developer covenants to pay property taxes and maintain customary insurance.
   c. Lender shall be notified of any Default and granted the opportunity to cure.

# City of Wausau, Wisconsin

## Solhaven Riverlife - Market Rate Apartment

### Tax Increment Projection Worksheet - TID# 12

| Equalized Tax Rate (Interim Rate) | |
|---|---|
| County | 0.003687625 |
| Special District | 0.000000000 |
| Town, Village, City | 0.008527330 |
| Schools | 0.007175876 |
| Tech College | 0.001078122 |
| Equalized Tax Rate (Interim Tax Rate) | 0.020468953 |

| Variables | |
|---|---|
| Projected Annual Change in Fair Market Value | 1.00% |
| Projected Annual Change in Tax Rate | 0.00% |
| Tax-Exempt Discount Interest Rate (City PV) | 0.000% |
| Taxable Discount Interest Rate (Developer PV) | 5.75% |
| Construction Year (Base Year) | 2027 |
| Year 1 Completion Percentage | 65% |
| Year 2 Completion Percentage | 100% |
| Base Year Value | - |
| Initial Change to Tax Rates (Assessed and Equalized) | 100.0% |

| PID or PIDs and Street Address |
|---|
| Parcel #: 291-2907-264-0968 & 291-2907-253-0643 |

| Estimate Fair Market Value (Equalized Value) | |
|---|---|
| Units | 143 |
| Value per Unit | 197,924 |

Note: Value based on estimate received from the Assessor.

| Property Tax Estimate | |
|---|---|
| Estimated Fair Market Value (Equalized Value) | 28,303,200 |
| Aggregate Ratio (WI DOR, aka Assess. Ratio) | 0.978927199 |
| Assessed Value (Equalized Value x Agg Ratio) | 27,706,772 |
| Assessed Tax Rate (Net Mill Rate) | 19.330670 |
| Adjusted Assessed Tax Rate (Net Mill Rate) | 19.330670 |
| Property Taxes (Assessed Value x Net Mill Rate) | 535,590 |

| TIF Estimate | |
|---|---|
| Estimated Fair Market Value (Equalized Value) | 28,303,200 |
| Equalized Tax Rate (aka Interim Rate) | 20.468953 |
| Adjusted Equalized Tax Rate (aka Interim Rate) | 20.468953 |
| Gross TIF Estimate (Current year dollars) | 579,337 |
| Developer Share of TIF (Less Admin Fee) | 80% |
| Net Developer Annual TIF | 463,469 |

| | | | | | | | | | City/Village Share: 20% Admin Fee | | Developer Share: 80% less Admin Fee | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TID Year | Construction Year | Valuation Year | Revenue Year | Base Value | Equalized Value | Value Increment | Equalized Tax Rate | Gross TIF | Annual TIF | TIF PV @ 0.000% | Annual TIF | TIF PV @ 5.750% | Cumm. TIF |
| 10 | 2026 | 2027 | 2028 | | | | 20.468953 | - | - | - | - | - | - |
| 11 | 2027 | 2028 | 2029 | 0 | 18,397,080 | 18,397,080 | 20.468953 | 376,569 | 75,314 | 75,314 | 301,255 | 269,385 | 301,255 |
| 12 | 2028 | 2029 | 2030 | 0 | 28,487,171 | 28,487,171 | 20.468953 | 583,103 | 116,621 | 191,934 | 466,482 | 663,837 | 767,737 |
| 13 | 2029 | 2030 | 2031 | 0 | 28,772,043 | 28,772,043 | 20.468953 | 588,934 | 117,787 | 309,721 | 471,147 | 1,040,571 | 1,238,884 |
| 14 | 2030 | 2031 | 2032 | 0 | 29,059,763 | 29,059,763 | 20.468953 | 594,823 | 118,965 | 428,686 | 475,858 | 1,400,383 | 1,714,742 |
| 15 | 2031 | 2032 | 2033 | 0 | 29,350,361 | 29,350,361 | 20.468953 | 600,771 | 120,154 | 548,840 | 480,617 | 1,744,033 | 2,195,359 |
| 16 | 2032 | 2033 | 2034 | 0 | 29,643,864 | 29,643,864 | 20.468953 | 606,779 | 121,356 | 670,196 | 485,423 | 2,072,248 | 2,680,782 |
| 17 | 2033 | 2034 | 2035 | 0 | 29,940,303 | 29,940,303 | 20.468953 | 612,847 | 122,569 | 792,765 | 490,277 | 2,385,720 | 3,171,060 |
| 18 | 2034 | 2035 | 2036 | 0 | 30,239,706 | 30,239,706 | 20.468953 | 618,975 | 123,795 | 916,560 | 495,180 | 2,685,112 | 3,666,240 |
| 19 | 2035 | 2036 | 2037 | 0 | 30,542,103 | 30,542,103 | 20.468953 | 625,165 | 125,033 | 1,041,593 | 500,132 | 2,971,056 | 4,166,372 |
| 20 | 2036 | 2037 | 2038 | 0 | 30,847,524 | 30,847,524 | 20.468953 | 631,417 | 126,283 | 1,167,876 | 505,133 | 3,244,156 | 4,671,505 |
| 21 | 2037 | 2038 | 2039 | 0 | 31,155,999 | 31,155,999 | 20.468953 | 637,731 | 127,546 | 1,295,422 | 510,185 | 3,504,989 | 5,181,690 |
| 22 | 2038 | 2039 | 2040 | 0 | 31,467,559 | 31,467,559 | 20.468953 | 644,108 | 128,822 | 1,424,244 | 515,286 | 3,754,106 | 5,696,976 |
| 23 | 2039 | 2040 | 2041 | 0 | 31,782,235 | 31,782,235 | 20.468953 | 650,549 | 130,110 | 1,554,354 | 520,439 | 3,992,034 | 6,217,415 |
| 24 | 2040 | 2041 | 2042 | 0 | 32,100,057 | 32,100,057 | 20.468953 | 657,055 | 131,411 | 1,685,765 | 525,644 | 4,219,274 | 6,743,059 |
| 25 | 2041 | 2042 | 2043 | 0 | 32,421,058 | 32,421,058 | 20.468953 | 663,625 | 132,725 | 1,818,490 | 530,900 | 4,436,308 | 7,273,959 |
| 26 | 2042 | 2043 | 2044 | 0 | 32,745,268 | 32,745,268 | 20.468953 | 670,261 | 134,052 | 1,952,542 | 536,209 | 4,643,593 | 7,810,168 |
| 27 | 2043 | 2044 | 2045 | 0 | 33,072,721 | 33,072,721 | 20.468953 | 676,964 | 135,393 | 2,087,935 | 541,571 | 4,841,567 | 8,351,739 |

## Residential Income

| Rental Unit Income<br>Unit Type | Rent Type | Monthly Rent | Unit Count | Annual Revenue | Size Sq. Ft. | Rent/ Sq. Ft. |
|---|---|---|---|---|---|---|
| Studio | Market Rate | $1,003 | 16 | $192,523 | 429 | $2.34 |
| 1BR | Market Rate | $1,578 | 52 | $984,485 | 704 | $2.24 |
| 1BR | Market Rate | $1,728 | 20 | $414,648 | 704 | $2.45 |
| 1BR | Market Rate | $1,703 | 8 | $163,459 | 812 | $2.10 |
| 1BR | Market Rate | $1,736 | 16 | $333,317 | 839 | $2.07 |
| 2BR | Market Rate | $2,592 | 12 | $373,180 | 1,205 | $2.15 |
| 2BR | Market Rate | $2,542 | 4 | $121,993 | 1,205 | $2.11 |
| 2BR | Market Rate | $2,592 | 11 | $342,081 | 1,205 | $2.15 |
| 2BR | Market Rate | $2,542 | 4 | $121,993 | 1,205 | $2.11 |
| **Gross Potential Rent** | | **253,973** | **143** | **$3,047,679** | **114,827** | **$2.21** |

| Other Residential Income | # of Stalls (if available) | Annual Revenue | $ Per Stall Per Month |
|---|---|---|---|
| Underground Parking | 100 | $90,000 | $75 |
| Storage Income | | $23,040 | |
| Pet Fee & Deposit | | $23,805 | |
| Admin Fee | | $11,400 | |
| Other Income | | $10,010 | |
| Application Fee | | $2,910 | |
| **Total Other Income** | | **$161,165** | |
| **Total Residential Income** | | **$3,208,844** | |

| Residential Vacancy | Percent | Annual Loss |
|---|---|---|
| Total Residential Income | 5.0% | ($160,442) |
| **Total Vacancy** | | ($160,442) |

| | | |
|---|---|---|
| **Effective Gross Income (EGI)** | | **$3,048,402** |

## Expenses

| Apartment Operating Costs | Amount | Per Unit |
|---|---|---|
| Administrative | $4,400 | $31 |
| Payroll | $292,323 | $2,044 |
| Marketing | $41,708 | $292 |
| Utilities | $89,375 | $625 |
| Insurance | $90,090 | $630 |
| Turnover | $39,325 | $275 |
| Maintenance | $129,043 | $902 |
| Other | $54,350 | $380 |
| **Total Operating Costs** | **$740,614** | **$5,179** |

| Apartment Management, Taxes, & Reserves | | Amount | Per Unit |
|---|---|---|---|
| Management Fees | *3.00% of EGI* | $91,452 | $640 |
| Property Taxes | | $535,590 | $3,745 |
| Replacement Reserves | | $50,050 | $350 |
| **Total Management and Other Costs** | | **$677,093** | **$4,735** |

| | | | |
|---|---|---|---|
| **Total Expenses** | ***46.51% Exp Ratio*** | **$1,417,707** | **$9,914** |
| **Net Operating Income (NOI)** | | **$1,630,696** | |
| **Tax Increment Financing** | | $463,469 | |
| **Net Operating Income (with Assistance)** | | **$2,094,165** | |

## SOURCES

| Debt | | | Amount | Percent | Per Unit |
|---|---|---|---|---|---|
| Debt A: | First Mortgage | | 23,594,000 | 65.3% | 164,993 |
| | | ***Subtotal*** | **23,594,000** | **65.3%** | 164,993 |

| Other Sources | | S&U | Amount | Percent | Per Unit |
|---|---|---|---|---|---|
| ***Category*** | ***Sources*** | **Detail** | | | |
| Equity | Developer Cash | | 12,299,812 | 34.0% | 86,013 |
| Local_Grant | Brownfield Grant | | 250,000 | 0.7% | 1,748 |
| | | ***Subtotal*** | **12,549,812** | **34.7%** | 87,761 |
| | | ***TOTAL SOURCES*** | **36,143,812** | **100.0%** | **252,754** |

## USES

| | | Amount | % of Cost | Per Unit |
|---|---|---|---|---|
| **ACQUISITION COSTS** | | **100,000** | **0.3%** | **699** |
| Land Cost | n/a psf | 100,000 | 0.3% | 699 |
| **CONSTRUCTION COSTS** | | **28,916,747** | **80.0%** | **202,215** |
| Residential Building | | 28,800,197 | 79.7% | 201,400 |
| General Requirements | | 84,400 | 0.2% | 590 |
| Other | | 32,150 | 0.1% | 225 |
| **PERMITS/FEES** | | **109,425** | **0.3%** | **765** |
| Permits/Inspection | | 99,425 | 0.3% | 695 |
| Other | | 10,000 | 0.0% | 70 |
| **PROFESSIONAL SERVICES** | | **2,046,778** | **5.7%** | **14,313** |
| Consultants | | 874,078 | 2.4% | 6,112 |
| Legal - Development | | 20,000 | 0.1% | 140 |
| Marketing/Leasing | | 63,500 | 0.2% | 444 |
| Soft Cost Contingency | | 1,001,300 | 2.8% | 7,002 |
| Other | | 87,900 | 0.2% | 615 |
| **FINANCING COSTS** | | **3,324,259** | **9.2%** | **23,247** |
| Construction Period Interest | | 1,867,157 | 5.2% | 13,057 |
| Insurance - Builder's Risk | | 249,100 | 0.7% | 1,742 |
| Insurance - Hazard/Liability | | 91,800 | 0.3% | 642 |
| Loan Origination Fees | | 180,390 | 0.5% | 1,261 |
| Other | | 173,760 | 0.5% | 1,215 |
| Real Estate Taxes During Construction | | 516,500 | 1.4% | 3,612 |
| Title & Recording | | 25,962 | 0.1% | 182 |
| Other | | 153,840 | 0.4% | 1,076 |
| Other | | 65,750 | 0.2% | 460 |
| **DEVELOPER FEE** | | **1,376,000** | **3.8%** | **9,622** |
| Developer Fee | | 1,376,000 | 3.8% | 9,622 |
| **CASH ACCOUNTS/ESCROWS/RESERVES** | | **270,603** | **0.7%** | **1,892** |
| Operating Reserves | | 270,603 | 0.7% | 1,892 |
| | ***TOTAL USES*** | **36,143,812** | **100%** | **252,754** |
| | *Over/(Under)* | *0* | | |

| | | | | | Stabilized | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Income** | 2027 Year 1 | 2028 Year 2 | 2029 Year 3 | 2030 Year 4 | 2031 Year 5 | 2032 Year 6 | 2033 Year 7 | 2034 Year 8 | 2035 Year 9 | 2036 Year 10 | 2037 Year 11 | 2038 Year 12 | 2039 Year 13 | 2040 Year 14 | 2041 Year 15 | 2042 Year 16 | 2043 Year 17 | 2044 Year 18 | 2045 Year 19 |
| **Rental Income** | | | | | | | | | | | | | | | | | | | |
| Gross Potential Rent (Inflator 3.0%) | 3,047,679 | 3,139,110 | 3,233,283 | 3,330,281 | 3,430,190 | 3,533,096 | 3,639,088 | 3,748,261 | 3,860,709 | 3,976,530 | 4,095,826 | 4,218,701 | 4,345,262 | 4,475,620 | 4,609,888 | 4,748,185 | 4,890,631 | 5,037,350 | 5,188,470 |
| Less: 5.0% Stabilized Vacancy | (152,384) | (156,955) | (161,664) | (166,514) | (171,509) | (176,655) | (181,954) | (187,413) | (193,035) | (198,827) | (204,791) | (210,935) | (217,263) | (223,781) | (230,494) | (237,409) | (244,532) | (251,867) | (259,424) |
| Less: Additional Pre-stabilization Vacancy | (2,895,295) | (1,897,843) | (205,798) | | | | | | | | | | | | | | | | |
| **Total Rental Income** | **0** | **1,084,311** | **2,865,820** | **3,163,767** | **3,258,680** | **3,356,441** | **3,457,134** | **3,560,848** | **3,667,674** | **3,777,704** | **3,891,035** | **4,007,766** | **4,127,999** | **4,251,839** | **4,379,394** | **4,510,776** | **4,646,099** | **4,785,482** | **4,929,047** |
| **Other Residential Income** (Vacancy Rate / Inflator) | | | | | | | | | | | | | | | | | | | |
| Underground Parking (5.0% / 3.0%) | 90,000 | 92,700 | 95,481 | 98,345 | 101,296 | 104,335 | 107,465 | 110,689 | 114,009 | 117,430 | 120,952 | 124,581 | 128,318 | 132,168 | 136,133 | 140,217 | 144,424 | 148,756 | 153,219 |
| Storage Income (5.0% / 3.0%) | 23,040 | 23,731 | 24,443 | 25,176 | 25,932 | 26,710 | 27,511 | 28,336 | 29,186 | 30,062 | 30,964 | 31,893 | 32,850 | 33,835 | 34,850 | 35,896 | 36,972 | 38,082 | 39,224 |
| Pet Fee & Deposit (5.0% / 3.0%) | 23,805 | 24,519 | 25,255 | 26,012 | 26,793 | 27,597 | 28,424 | 29,277 | 30,155 | 31,060 | 31,992 | 32,952 | 33,940 | 34,958 | 36,007 | 37,087 | 38,200 | 39,346 | 40,526 |
| Admin Fee (5.0% / 3.0%) | 11,400 | 11,742 | 12,094 | 12,457 | 12,831 | 13,216 | 13,612 | 14,021 | 14,441 | 14,874 | 15,321 | 15,780 | 16,254 | 16,741 | 17,244 | 17,761 | 18,294 | 18,842 | 19,408 |
| Other Income (5.0% / 3.0%) | 10,010 | 10,310 | 10,620 | 10,938 | 11,266 | 11,604 | 11,952 | 12,311 | 12,680 | 13,061 | 13,453 | 13,856 | 14,272 | 14,700 | 15,141 | 15,595 | 16,063 | 16,545 | 17,041 |
| Application Fee (5.0% / 3.0%) | 2,910 | 2,997 | 3,087 | 3,180 | 3,275 | 3,373 | 3,475 | 3,579 | 3,686 | 3,797 | 3,911 | 4,028 | 4,149 | 4,273 | 4,402 | 4,534 | 4,670 | 4,810 | 4,954 |
| Less: Vacancy | (8,058) | (8,300) | (8,549) | (8,805) | (9,070) | (9,342) | (9,622) | (9,911) | (10,208) | (10,514) | (10,830) | (11,155) | (11,489) | (11,834) | (12,189) | (12,554) | (12,931) | (13,319) | (13,719) |
| Less: Additional Pre-stabilization Vacancy | (153,107) | (100,360) | (10,883) | | | | | | | | | | | | | | | | |
| **Total Other Residential Income** | **(0)** | **57,340** | **151,548** | **167,304** | **172,323** | **177,493** | **182,817** | **188,302** | **193,951** | **199,770** | **205,763** | **211,936** | **218,294** | **224,842** | **231,588** | **238,535** | **245,691** | **253,062** | **260,654** |
| **Effective Gross Income (EGI)** | **0** | **1,141,651** | **3,017,368** | **3,331,071** | **3,431,003** | **3,533,934** | **3,639,952** | **3,749,150** | **3,861,625** | **3,977,473** | **4,096,797** | **4,219,701** | **4,346,292** | **4,476,681** | **4,610,982** | **4,749,311** | **4,891,790** | **5,038,544** | **5,189,700** |

| **Expenses** | 2027 Year 1 | 2028 Year 2 | 2029 Year 3 | 2030 Year 4 | 2031 Year 5 | 2032 Year 6 | 2033 Year 7 | 2034 Year 8 | 2035 Year 9 | 2036 Year 10 | 2037 Year 11 | 2038 Year 12 | 2039 Year 13 | 2040 Year 14 | 2041 Year 15 | 2042 Year 16 | 2043 Year 17 | 2044 Year 18 | 2045 Year 19 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Rental Unit Expenses** | | | | | | | | | | | | | | | | | | | |
| Operating Expenses (Inflator 2.50%) | 740,614 | 759,129 | 778,108 | 797,560 | 817,499 | 837,937 | 858,885 | 880,357 | 902,366 | 924,925 | 948,049 | 971,750 | 996,043 | 1,020,945 | 1,046,468 | 1,072,630 | 1,099,446 | 1,126,932 | 1,155,105 |
| Special Other (2.50%) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Management Fee: 3.0% of EGI (Fixed to EGI) | 91,452 | 34,250 | 90,521 | 99,932 | 102,930 | 106,018 | 109,199 | 112,475 | 115,849 | 119,324 | 122,904 | 126,591 | 130,389 | 134,300 | 138,329 | 142,479 | 146,754 | 151,156 | 155,691 |
| Property Taxes (1.00%) | 535,590 | 540,946 | 546,356 | 551,819 | 557,338 | 562,911 | 568,540 | 574,225 | 579,968 | 585,767 | 591,625 | 597,541 | 603,517 | 609,552 | 615,647 | 621,804 | 628,022 | 634,302 | 640,645 |
| Reserves: $350 PUPY (No Inflation / 0.00%) | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 | 50,050 |
| Modified Rental Expense During Stabilization | (1,417,707) | (903,994) | (99,230) | | | | | | | | | | | | | | | | |
| **Total Rental Unit Expenses** | **(0)** | **480,381** | **1,365,805** | **1,499,362** | **1,527,817** | **1,556,916** | **1,586,674** | **1,617,107** | **1,648,233** | **1,680,067** | **1,712,628** | **1,745,932** | **1,779,999** | **1,814,847** | **1,850,495** | **1,886,963** | **1,924,271** | **1,962,440** | **2,001,491** |
| **Total Expenses** | **(0)** | **480,381** | **1,365,805** | **1,499,362** | **1,527,817** | **1,556,916** | **1,586,674** | **1,617,107** | **1,648,233** | **1,680,067** | **1,712,628** | **1,745,932** | **1,779,999** | **1,814,847** | **1,850,495** | **1,886,963** | **1,924,271** | **1,962,440** | **2,001,491** |
| **NET OPERATING INCOME** | **0** | **661,270** | **1,651,563** | **1,831,709** | **1,903,186** | **1,977,018** | **2,053,278** | **2,132,043** | **2,213,392** | **2,297,406** | **2,384,170** | **2,473,769** | **2,566,293** | **2,661,834** | **2,760,487** | **2,862,348** | **2,967,519** | **3,076,104** | **3,188,209** |
| **Tax Increment Financing Revenue** (Inflator: 1%) | **0** | **185,388** | **372,629** | **469,050** | **473,740** | **478,478** | **483,262** | **488,095** | **492,976** | **497,906** | **502,885** | **507,914** | **512,993** | **518,123** | **523,304** | **528,537** | **533,822** | **539,160** | **544,552** |
| **ADJUSTED NET OPERATING INCOME** | **0** | **846,658** | **2,024,193** | **2,300,759** | **2,376,927** | **2,455,495** | **2,536,540** | **2,620,138** | **2,706,368** | **2,795,312** | **2,887,055** | **2,981,683** | **3,079,286** | **3,179,957** | **3,283,790** | **3,390,885** | **3,501,341** | **3,615,264** | **3,732,761** |

| **Debt Service** (Debt Terms) | 2027 Year 1 | 2028 Year 2 | 2029 Year 3 | 2030 Year 4 | 2031 Year 5 | 2032 Year 6 | 2033 Year 7 | 2034 Year 8 | 2035 Year 9 | 2036 Year 10 | 2037 Year 11 | 2038 Year 12 | 2039 Year 13 | 2040 Year 14 | 2041 Year 15 | 2042 Year 16 | 2043 Year 17 | 2044 Year 18 | 2045 Year 19 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Debt A: First Mortgage (30 yr amortization @ 5.95%) | 0 | 0 | 1,275,328 | 1,530,393 | 1,530,393 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 | 1,840,607 |
| Debt B: Other Loan | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Debt Service** | **0** | **0** | **1,275,328** | **1,530,393** | **1,530,393** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** | **1,840,607** |
| (Calc Method) | | | | | | | | | | | | | | | | | | | |
| Debt Coverage (Debt A) | 0% | 0% | 159% | 150% | 155% | 133% | 138% | 142% | 147% | 152% | 157% | 162% | 167% | 173% | 178% | 184% | 190% | 196% | 203% |
| Debt Coverage w/o Tax Increment Financing (Debt A) | 0% | 0% | 130% | 120% | 124% | 107% | 112% | 116% | 120% | 125% | 130% | 134% | 139% | 145% | 150% | 156% | 161% | 167% | 173% |
| **NET CASH FLOW** | **0** | **846,658** | **748,865** | **770,366** | **846,533** | **614,888** | **695,933** | **779,530** | **865,761** | **954,705** | **1,046,447** | **1,141,076** | **1,238,679** | **1,339,350** | **1,443,183** | **1,550,278** | **1,660,734** | **1,774,657** | **1,892,154** |

| **Expenses Paid from Net Cash Flow** | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 | Year 16 | Year 17 | Year 18 | Year 19 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (Frequency / Inflator) | | | | | | | | | | | | | | | | | | | |
| Owner Expenses (Every Year @ / 3%) | | 4,400 | 4,510 | 4,623 | 4,738 | 4,857 | 4,978 | 5,103 | 5,230 | 5,361 | 5,495 | 5,632 | 5,773 | 5,918 | 6,065 | 6,217 | 6,373 | 6,532 | 6,695 |
| Asset Management Fee (Every Year @ / 0%) | | 36,218 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 | 48,291 |
| Subtotal | 0 | 40,618 | 52,801 | 52,914 | 53,029 | 53,148 | 53,269 | 53,394 | 53,521 | 53,652 | 53,786 | 53,923 | 54,064 | 54,209 | 54,356 | 54,508 | 54,664 | 54,823 | 54,986 |
| *Cash Out Refi = 2,126,899* (No) | *0* | *0* | *2,126,899* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* |
| **NET CASH FLOW AVAILABLE FOR DISTRIBUTION** | **0** | **806,040** | **2,822,963** | **717,452** | **793,504** | **561,740** | **642,664** | **726,137** | **812,239** | **901,053** | **992,661** | **1,087,152** | **1,184,615** | **1,285,141** | **1,388,827** | **1,495,770** | **1,606,071** | **1,719,834** | **1,837,168** |

| **Returns Analysis** | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Net Cash to Developer | 0 | 806,040 | 2,822,963 | 717,452 | 793,504 | 561,740 | 642,664 | 726,137 | 812,239 | 901,053 | 992,661 | 1,087,152 | 1,184,615 | 1,285,141 | 1,388,827 | 1,495,770 | 1,606,071 | 1,719,834 | 1,837,168 |
| Net Cash to Developer (w/o assistance) | 0 | 620,652 | 2,450,334 | 248,402 | 319,764 | 83,263 | 159,401 | 238,042 | 319,263 | 403,147 | 489,777 | 579,239 | 671,622 | 767,019 | 865,523 | 967,233 | 1,072,248 | 1,180,674 | 1,292,616 |
| **Cash on Cash Annual Return** | 0.0% | 6.6% | 23.0% | 5.8% | 6.5% | 4.6% | 5.2% | 5.9% | 6.6% | 7.3% | 8.1% | 8.8% | 9.6% | 10.4% | 11.3% | 12.2% | 13.1% | 14.0% | 14.9% |
| Cash on Cash Average Annual Return (Start From: Year 1) | 0.0% | 3.3% | 9.8% | 8.8% | 8.4% | 7.7% | 7.4% | 7.2% | 7.1% | 7.1% | 7.2% | 7.4% | 7.5% | 7.7% | 8.0% | 8.2% | 8.5% | 8.8% | 9.1% |
| **Cash on Cash Annual Return (w/o TIF assistance)** | 0.0% | 5.0% | 19.9% | 2.0% | 2.6% | 0.7% | 1.3% | 1.9% | 2.6% | 3.3% | 4.0% | 4.7% | 5.5% | 6.2% | 7.0% | 7.9% | 8.7% | 9.6% | 10.5% |
| Cash on Cash Average Annual Return (w/o TIF assistance) | 0.0% | 2.5% | 8.3% | 6.7% | 5.9% | 5.0% | 4.5% | 4.2% | 4.0% | 3.9% | 3.9% | 4.0% | 4.1% | 4.3% | 4.5% | 4.7% | 4.9% | 5.2% | 5.4% |

Wangard Term Sheet Summary – July 14, 2026

The City is agreeing to help pay for part of the project's costs, but only if the project generates new property tax revenue. The developer pays all construction costs up front, and then the City reimburses a portion of those costs over time using the new taxes created by the development.

Breaking it down:

- Currently the property generates $0 tax revenue for the City and costs the City annually to maintain the property.
- Developer will purchase the land for $100,000 from the City.
- Developer will pay 80% of the Annually Available Tax Increment means the developer receives 80% of the new property tax revenue generated by the project each year.
- The City keeps the remaining 20% of the tax increment.
- Reimbursements continue until the developer has received the equivalent of $4.84 million in assistance (present value basis) or the payment period ends.
- Pay-as-you-go means the City only pays the developer when it actually receives the tax increment. If the project generates less tax revenue than expected, the developer receives less reimbursement.
- The 5.75% interest rate allows the unpaid balance on the incentive to accrue interest over time to a maximum of $8,351,739.
- Payments could continue for up to 17 years, with the final payment potentially occurring in 2045.

Example

Suppose the completed project generates $500,000 of new tax increment annually to simplify the math. *(Project Estimate is $586,000)*

- Developer receives 80% of the increment they generated = $400,000 per year
- City retains 20% = $100,000 per year

If tax revenues perform as expected, the developer would continue receiving annual payments until the $4.83 million obligation (plus interest calculations under the Municipal Revenue Obligation (MRO) note which is a maximum of $8,351.739) is satisfied or the 17-year maximum term is reached.

The key risk allocation

- The City is not writing a $4.84 million check today.
- The developer is not guaranteed $4.84 million.
- The developer only gets paid from the actual tax increment generated by the project.
- If the project underperforms, the City has no obligation to make up the difference from other City funds.
- The look-back provision makes sure public support matches the project's results and that the developer doesn’t receive more than necessary.

Taking no action resets the development process for this property and reduces the remaining years available for project financing within the TID, thereby requiring a higher rate of return to close the financial gap for future projects.

SITE PLAN PACKAGE FOR:

# SOLHAVEN - RIVERLIFE

## CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN

### INDEX OF SHEETS


| | |
|---|---|
| SHEET C001 | TITLE SHEET |
| SHEET C010 | EXISTING SITE CONDITIONS |
| SHEET C020 | OVERLAY SITE PLAN |
| SHEET C030 | DEMO PLAN |
| SHEET C100 | SITE PLAN - NORTH |
| SHEET C101 | SITE PLAN - SOUTH |
| SHEET C200 | GRADING & EROSION CONTROL PLAN |
| SHEET C201 | SPOT ELEVATIONS PLAN - NORTH |
| SHEET C202 | SPOT ELEVATIONS PLAN - SOUTH |
| SHEET C203 | STEP DETAIL |
| SHEET C300 | UTILITY PLAN - NORTH |
| SHEET C301 | UTILITY PLAN - SOUTH |
| SHEET C400 | LANDSCAPE PLAN - OVERALL |
| SHEET C401 | LANDSCAPE PLAN - NORTH BUILDING |
| SHEET C402 | LANDSCAPE PLAN - SOUTH BUILDING |
| SHEET C403 | LANDSCAPE PLAN - CLUBHOUSE |
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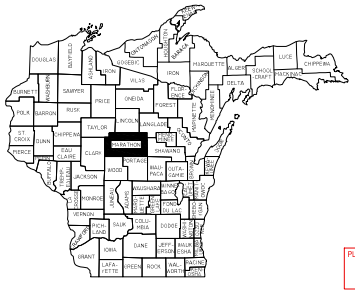
| SHEET 1 OF 2 | LIGHTING PLAN |
| SHEET 2 OF 2 | LIGHTING DETAILS |
| SHEET C800 | SITE DETAILS |
| SHEET C810 | EROSION CONTROL DETAILS |
| SHEET C820 | UTILITY DETAILS |
| SHEET C900 | SITE SPECIFICATIONS |


TOTAL SHEETS = 23

INFORMATION SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES IS BASED ON INFORMATION AND DATA FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXACT LOCATIONS OF ALL UNDERGROUND FACILITIES PRIOR TO COMMENCING ANY WORK. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITY FACILITIES.

### LIST OF STANDARD ABBREVIATIONS

| | | | |
|---|---|---|---|
| & | AND | MEG | MATCH EXISTING GRADE |
| AB | AUGER BORING | MH | MANHOLE |
| ADT | AVERAGE DAILY TRAFFIC | (N) | NORTH |
| BC | BOTTOM OF CURB | (NE) | NORTHEAST |
| BM | BENCHMARK | (NW) | NORTHWEST |
| BOC | BACK OF CURB | OH | OVERHEAD |
| BR | BOTTOM OF RAMP | PC | POINT OF CURVATURE |
| BS | BOTTOM OF STEPS | PE | POLYETHYLENE PIPE |
| BW | BOTTOM OF WALL | P.L. | PROPERTY LINE |
| CB | CATCH BASIN | PP | POWER POLE |
| CMAC | CORRUGATED METAL ARCH CULVERT | PT | POINT OF TANGENCY |
| CMBC | CORRUGATED METAL BOX CULVERT | PVC | POLYVINYL CHLORIDE PIPE |
| CMP | CORRUGATED METAL PIPE | RCB | REINFORCED CONCRETE BOX CULVERT |
| CO | CLEANOUT | RCP | REINFORCED CONCRETE PIPE |
| CONC. | CONCRETE | RR | RAIL ROAD |
| CPP | CORRUGATED PLASTIC PIPE | R/W | RIGHT OF WAY |
| DGB | DENSE GRADED BASE | (S) | SOUTH |
| DIP | DUCTILE IRON PIPE | SAN | SANITARY SEWER |
| D/S | DOWNSTREAM | SB | SOIL BORING |
| (E) | EAST | SS | STORM SEWER |
| ELEV. | ELEVATION | STM | STORM |
| EOG | EDGE OF GRAVEL | (SW) | SOUTHWEST |
| FFE | FINISHED FLOOR ELEVATION | TC | TOP OF CURB |
| FG | FINISH GRADE | TBR | TO BE REMOVED |
| F.O. | FIBER OPTIC | TLE | TEMPORARY LIMITED EASEMENT |
| INL. | INLET | TNH | TOP NUT FIRE HYDRANT |
| HDPE | HIGH DENSITY POLYETHYLENE PIPE | TP | TEST PIT |
| HMA | HOT MIX ASPHALT | TR | TOP OF RAMP |
| HP | HIGH POINT | TYP. | TYPICAL |
| IE | INVERT ELEVATION | TS | TOP OF STEPS |
| LF | LINEAL FEET | TW | TOP OF WALL |
| LP | LOW POINT | U/S | UPSTREAM |
| | | VAR. | VARIES |
| | | (W) | WEST |



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PLANS ARE SUBJECT TO CHANGE BASED ON REGULATORY REVIEW COMMENTS UNTIL PLAN ISSUANCE REFLECTS CONSTRUCTION PLAN LEVEL.

### LEGEND

- BENCHMARK
- IRON BAR
- EXISTING MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING STORM SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING WATER SHUTOFF
- EXISTING DECIDUOUS TREE
- EXISTING CONIFEROUS TREE
- EXISTING GAS VALVE
- EXISTING CURB INLET
- EXISTING WELL
- TEST PIT LOCATION
- SOIL BORING
- EXISTING AIR CONDITIONING UNIT
- EXISTING GAS METER
- EXISTING ELECTRIC METER
- EXISTING UTILITY PEDESTAL
- EXISTING RAILROAD TRACKS
- EXISTING TREE LINE
- EXISTING GUY POLE
- EXISTING CABLE TV
- EXISTING FIBER OPTIC CABLE
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND TELEPHONE
- EXISTING OVERHEAD UTILITIES
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING PROPERTY LINE
- PROPOSED HANDICAP PARKING
- PROPOSED CURB STOP
- PROPOSED HYDRANT
- PROPOSED WATER VALVE
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED FORCE MAIN
- PROPOSED SANITARY SEWER LATERAL
- PROPOSED WATER LATERAL
- PROPOSED WATER MAIN
- PROPOSED PUMP STATION
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM MANHOLE
- PROPOSED CURB INLET
- PROPOSED CATCH BASIN
- PROPOSED CLEANOUT
- PROPOSED DRAINAGE FLOW
- 5% PROPOSED SLOPE
- PROPOSED CURB & GUTTER
- PROPOSED REJECT CURB & GUTTER
- PROPOSED MOUNTABLE CURB & GUTTER
- EXISTING GROUND CONTOUR(INTERVAL-1 FT.)
- 1185 PROPOSED GROUND CONTOUR(INTERVAL-1 FT.)
- 1095.90 PROPOSED SPOT ELEVATION (TOP OF CURB)
- 1095.40 PROPOSED SPOT ELEVATION (BOTTOM OF CURB)
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION
- PROPOSED RIPRAP
- PROPOSED EROSION MAT
- PROPOSED SAWCUT
- PROPOSED VEGETATIVE DRAINAGE SWALE
- PROPOSED ASPHALT DRAINAGE SWALE

**REI CLIENT:**
WANGARD

**SURVEYOR:**
REI ENGINEERING, INC.
4080 N. 20TH AVENUE
WAUSAU, WI 54401
(715) 675-9784

**DNR SERVICE CENTER**
5301 RIB MOUNTAIN DRIVE
WAUSAU, WISCONSIN 54401
(715) 359-2872

**CITY OF WAUSAU ENGINEERING**
407 GRANT STREET
WAUSAU, WISCONSIN 54403
(715) 261-6748

**WAUSAU PLUMBING INSPECTOR**
407 GRANT STREET
WAUSAU, WISCONSIN 54403
(715) 261-6780

**ENGINEER:**
REI ENGINEERING, INC.
4080 N. 20TH AVENUE
WAUSAU, WI 54401
(715) 675-9784
PROJECT ENGINEER
JIM J. BORYSENKO

**APPROVING AUTHORITIES:**
CITY OF WAUSAU
WDNR


REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE 715.675.9784 FAX 715.675.9760
EMAIL MAIL@REIENGINEERING.COM


CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

NO SCALE

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|---|---|---|---|
| 04/29/25 | SP PACKAGE | NAP | CSS |

SURVEYED BY: JAF | DESIGNED BY:CSS | SURVEY DATE: 11/25/2024
SURVEY CHKD BY: JWP | CIVIL CHKD BY:JJB | CIVIL DATE: 04/23/2025
SURVEY APVD BY: JWP | CIVIL APVD BY:JJB | DRAWN BY: NAP

TITLE SHEET
SOLHAVEN - RIVERLIFE CONDOMINIUMS
FULTON STREET
WAUSAU, WI 54403

REI No. 9374C
SHEET C001


DRAWING FILE: P:\9300-9399\9374C - Wausau - Riverlife\Files\Dwg\Plans\9374C C001-TITLE.dwg LAYOUT: C001
PLOTTED: APR 29, 2025 - 3:37PM PLOTTED BY: NATHANP

## SITE PLAN

- A PROPOSED BUILDING N (MULTIFAMILY)
  - 5 STORIES TOTAL
  - 68 UNITS
- B PROPOSED BUILDING S (MULTIFAMILY)
  - 5 STORIES TOTAL
  - 76 UNITS
- C PROPOSED CLUBHOUSE
  - LEASING OFFICE
  - KITCHEN/CLUBROOM
- D SURFACE PARKING
- E SIDEWALK/PATH
- F OUTDOOR PATIO/ PERGOLA SHELTER
- G DOG RUN AREA
- H RETAINING WALLS
- I BENCH SEATING
- J REFUSE PICKUP AREA

## SIGNAGE

- A BUILDING SIGNAGE
- B MONUMENT SIGNAGE

## LANDSCAPE

THE OVERALL PROJECT INTENDS TO ACCOMMODATE ALL LANDSCAPE REQUIREMENTS AS REQUIRED BY THE CITY PER WAUSAU ZONING CODE TO THE FULLEST EXTENT POSSIBLE.

- A BUILDING FOUNDATION
  - DIVERSITY OF NATIVE SPECIES
  - DECIDUOUS EVERGREEN SHRUBS
  - ORNAMENTAL GRASSES & PERENNIALS
- B PAVED AREA
  - DIVERSITY OF NATIVE SPECIES
  - DECIDUOUS TREES/SHRUBS
  - ORNAMENTAL GRASSES & PERENNIALS
- C STREET FRONTAGE
  - DIVERSITY OF NATIVE SPECIES
  - DECIDUOUS TREES
- D YARDS
  - DIVERSITY OF NATIVE SPECIES
  - DECIDUOUS TREES/SHRUBS

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# WANGARD MULTIFAMILY DEVELOPMENT

## GENERAL DEVELOPMENT PLAN

GDP SUBMITTAL

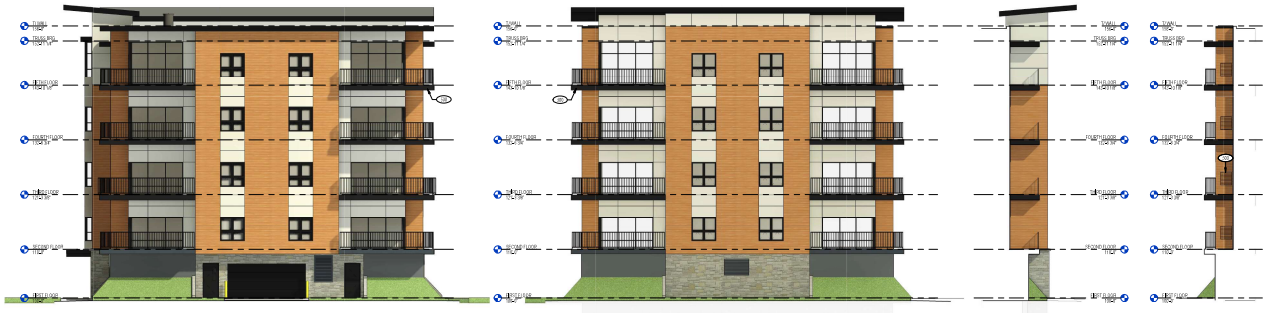
WAUSAU, WISCONSIN

02.25.2025

PROJECT NUMBER • 9374.C

P100

A1 SOUTH ELEVATION
1/8" = 1'-0"




C1 EAST ELEVATION
1/8" = 1'-0"

C1 WEST ELEVATION
1/8" = 1'-0"

C1 ENTRY BUMP OUT SIDE - TYPICAL
1/8" = 1'-0"

C1 BALCONY LOUVER ELEVATION - TYPICAL
1/8" = 1'-0"

E1 NORTH ELEVATION
1/8" = 1'-0"

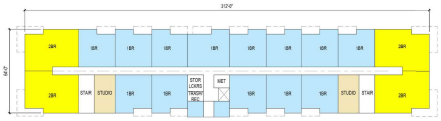
Wangard Development LLC
Solhaven Riverlife Multifamily
920 First St, Wausau, WI 54403

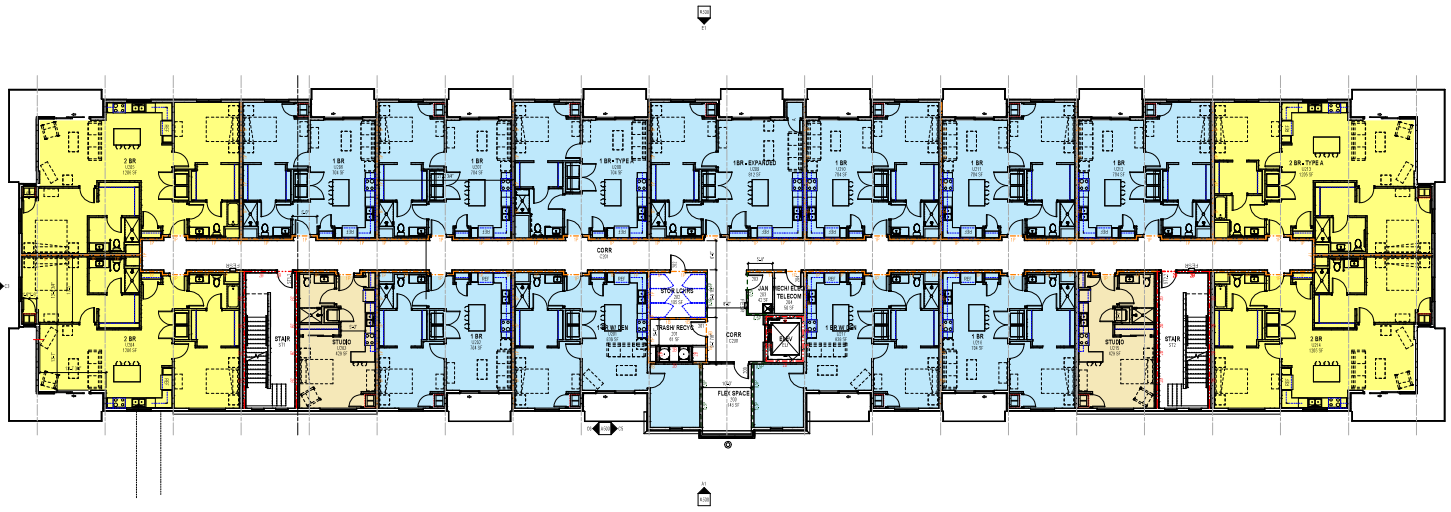
EXTERIOR ELEVATIONS (NORTH BLDG)

NOT FOR CONSTRUCTION

A500

SOUTH BLDG VARIATION





SECOND FLOOR PLAN (NORTH BLDG)

NOT FOR CONSTRUCTION

Wangard Development LLC
Solhaven Riverlife Multifamily
120 First St, Wausau, WI 54403

SECOND FLOOR PLAN

A202

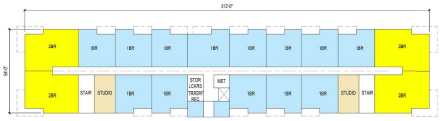
UNIT TYPE LEGEND

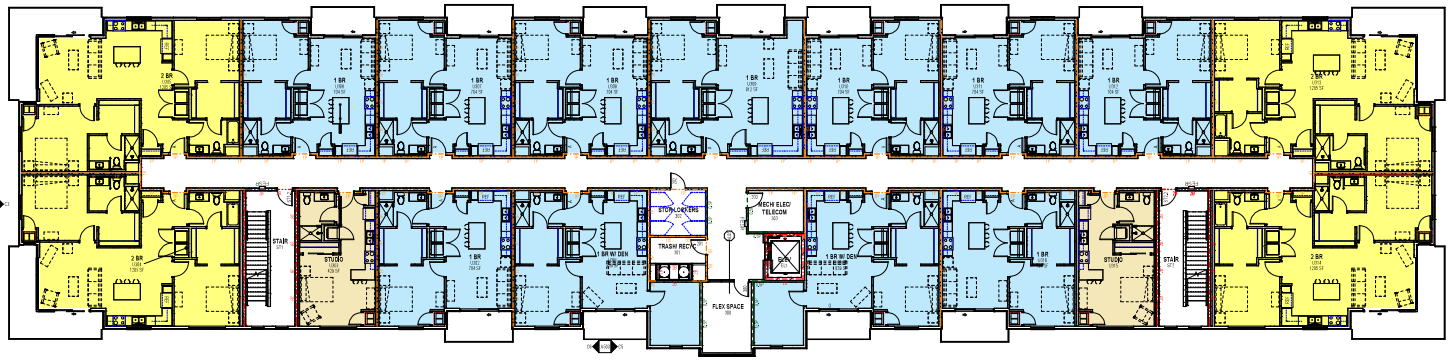
1 BEDROOM

2 BEDROOM

STUDIO

SOUTH BLDG VARIATION






THIRD FLOOR PLAN (NORTH BLDG)

pra
PUGNETTI RAMSEY ARCHITECTS, LLP

Wangard Development LLC
Solhaven Riverlife Multifamily
1200 First St, Waukesha, WI 53403

NOT FOR CONSTRUCTION

THIRD FLOOR PLAN

DD PROGRESS SET
04/29/2025
24029A-01

A203

pra
PLUNKETT RAYSICH ARCHITECTS LLP

Wangard Development LLC
Solhaven Riverlife Multifamily
1200 First St, Wausau, WI 54403

FOURTH FLOOR PLAN

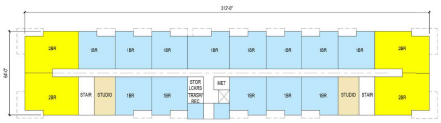
DD PROGRESS SET
04/29/2025
24029B-01

NOT FOR CONSTRUCTION

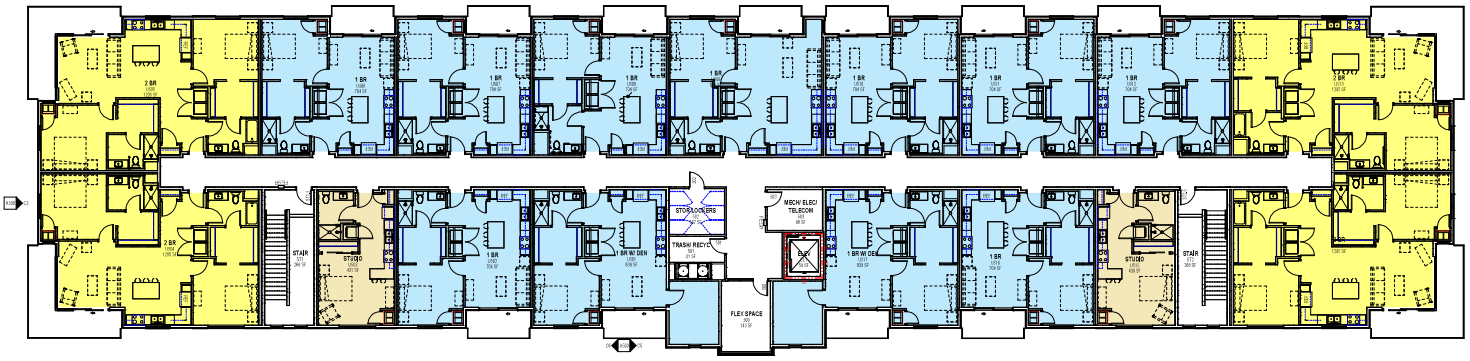
A204

4/29/2025 1:03:28 PM

SOUTH BLDG VARIATION



UNIT TYPE LEGEND




FIFTH FLOOR PLAN (NORTH BLDG)

NOT FOR CONSTRUCTION

Wangard Development LLC
Solhaven Riverlife Multifamily
1200 First St, Waukesha, WI 53403

FIFTH FLOOR PLAN

A205

# INVESTING IN **WAUSAU'S FUTURE**

DOWNTOWN RIVERFRONT 143-UNIT MULTIFAMILY DEVELOPMENT COMMUNITY - AT THE S/W CORNER OF 1ST & FULTON STREETS

## PROJECT SNAPSHOT

- 143 market-rate apartments, offering studio, 1-bedroom, and 2-bedroom units
- Two 4-story buildings designed to fit surrounding uses
- Paved pedestrian / bicycle pathways providing direct access to River Edge Parkway trail
- Underground and surface parking options with a centralized leasing office and outdoor gathering spaces
- Transforms an underutilized site into a productive, tax-generating community asset
- +$2 million Wangard investment in mitigating existing site conditions including public utility relocation, environmental remediation, and structural foundation enhancements.
- Address historic site conditions, soil stabilization, and safe redevelopment
- Construction: Early 2027 through Mid-2028

## A PROVEN, LONG-TERM PARTNER

**Wangard Partners (Milwaukee, WI):** A Wisconsin-based multifamily development and management company.

**1,500+ units**
**developed and managed**

**Top 1% nationally**
**in resident satisfaction within current multifamily portfolio**

**Long-term ownership**
**(10+ years) ensures accountability**

All properties are self-managed, ensuring high-quality service, responsiveness, and long-term accountability.

WANGARD.COM | 414.777.1200 | INFO@WANGARD.COM

WANGARD
INVESTMENT REAL ESTATE SERVICES

# DELIVERS ON WAUSAU'S ADOPTED PLANS

This project directly implements existing City priorities:

**HOUSING ASSESSMENT (2022)**

- Responds to the need for 4,500+ housing units by 2040
- Provides multifamily rental housing, a key housing type identified as lacking
- Helps attract and retain workforce by improving housing availability

**RIVER EDGE PARKWAY PLAN (2020)**

- Activates the riverfront by expanding public access and connectivity
- Aligns with the vision to connect people to the river, city, and each other

**COMPREHENSIVE PLAN (2017)**

- Encourages redevelopment + density
- Strengthens downtown vitality and economic growth, a top community priority
- Aligns with goals for walkable, bike-friendly, and connected neighborhoods

# TIF CONSIDERATIONS

- Located within TID 12, which expires July 18, 2044 (18 years remaining)
- With an $4.8M developer-funded TIF, the project is expected to generate approximately $11M in total tax revenue during the TID period, plus ~$800K annually after 2044
- Performance-based reimbursement paid only from new value created, with no upfront cost to the City
- No risk to taxpayers: the developer funds the project upfront and is reimbursed only if value is delivered
- If the project underperforms, Wangard—not taxpayers—absorbs the financial risk
- Without TIF, this prime riverfront site remains underutilized, generating no new tax increment during the life of the TID

# WHY THIS PROJECT MATTERS

- **Addresses demand for housing within the City and downtown**
- **Strengthens downtown growth, economic competitiveness, and walkability**
- **Transforms an underutilized site into a $33M community investment**
- **Wangard-funded $2M+ environmental cleanup—no public burden**
- **Aligned with the City's adopted vision and the redevelopment goals outlined in its Request for Proposal**

WANGARD
INVESTMENT REAL ESTATE. SIMPLIFIED.

CITY COUNCIL HEARING | City of Wausau, Wisconsin

INVESTING IN

# WAUSAU'S FUTURE

A 143-Unit Downtown Riverfront Multifamily Community
at the corner of Fulton Street & 1st Street

# ABOUT WANGARD PARTNERS

Founded in 1992, Wangard Partners is a Milwaukee-based real estate development and operations company focused on multifamily and industrial projects. Our mission is to build with communities — not just in them.

We work closely with local leaders and stakeholders to ensure every development aligns with municipal goals and community needs.

WANGARD
INVESTMENT REAL ESTATE. SIMPLIFIED.

**1,500+ units**
developed & managed

**Top 1% nationally**
in resident satisfaction
within current portfolio

**Self-managed**
multifamily portfolio

**Vertically-integrated**
from concept to care

*"Very grateful and blessed to call Locklyn home... The apartments are clean, modern, and cozy. My neighbors are gems! So friendly and personable... Stephanie, the property manager, is exceptional—she genuinely cares for her residents."*

*"We lived at The Reef for two years and absolutely loved it. It was quiet, clean, and had amazing neighbors. The staff is responsive and friendly. The pool and dog park are standout amenities. 10/10 experience."*

# THE WANGARD DIFFERENCE

What sets Wangard apart is our vertically-integrated, community-focused approach to development, management, and long-term ownership.

## HANDS-ON MANAGEMENT

We directly employ and self-manage all on-site residential staff — ensuring consistent service, well-maintained communities, and strong resident satisfaction that supports long-term value.

## COMMUNITY PARTNERSHIP

We work closely with local leaders, municipal staff, and local stakeholders to ensure every development aligns with municipal goals. Our process is transparent, collaborative, and responsive.

## MIDWEST VALUES

Guided by Midwest values of hard work, accountability, and thoughtful execution, we hold ourselves to the highest standard of service and quality with our residents and partners. Attention to detail, responsiveness, and proactive problem-solving are central to how we operate.

## AWARD-WINNING QUALITY

Two Wangard communities rank in the top 1% nationally for resident satisfaction by J Turner Research. Our commitment to quality is recognized across our entire portfolio.

# SITE PLAN

The site plan is designed to minimize the buildings' visual impact while maximizing everything the riverfront and trail have to offer.

**143**
Apartment Homes

**Studios:** *16 homes*
**1-Bedrooms:** *96 homes*
**2-Bedrooms:** *31 homes*

**2.89**
Acres

**102**
Garage Parking Stalls

**94**
Surface Parking Stalls

## BUILDINGS ORIENTED TO THE RIVER

Buildings are arranged in a V-shape that opens toward the river, giving the majority of homes direct views of the water. The layout intentionally orients the development toward the river rather than turning its back to it.

## PEDESTRIAN SCALE ALONG THE RIVER EDGE TRAIL

Only the short ends of the buildings face the River Edge Parkway trail, keeping the mass low and approachable from the water's edge. This avoids presenting a long, looming wall and preserves a comfortable, human scale for people walking or biking the trail.

## GREEN, INVITING TRAIL EDGE

Landscape screening buffers the River Edge Parkway trail from surface parking, so trail users see plantings and greenery instead of a parking lot. Bench seating along the path gives residents and the public places to pause and take in the river.

## CONNECTING PEOPLE TO THE RIVERFRONT

Paved pedestrian connections link the community directly into the River Edge Parkway trail, weaving the project into the city's riverfront network.

# ARCHITECTURE & AMENITIES

## Contemporary Urban Design

Buildings are designed to complement the downtown riverfront with articulated facades, varied rooflines, and a pedestrian-oriented presence along Fulton Street.

## Four-Sided Architecture

Each building carries consistent quality and detailing on every elevation — from the street to the river.

## Quality, Durable Materials

Facades incorporate fiber-cement siding and a natural stone base — durable, low-maintenance, built to last.

## Residential Character

Individual unit balconies, large windows, and varied wall planes give the buildings a residential rhythm and an active, welcoming presence at the sidewalk.

## COMMUNITY AMENITIES

### Interior Amenities

- Stainless steel appliances
- Quartz countertops and islands
- Full-size washer and dryer
- Spacious walk-in closets

### Outdoor Amenities

- Resident gathering spaces
- Pergola shelters and shared patio spaces
- Bench seating
- Private balconies

### Connectivity & Parking

- River Edge Parkway trail access
- Paved pedestrian & bike paths

# SITE STABILIZATION

Wangard is investing more than $2 million to address existing site conditions — preparing a long-constrained riverfront parcel for safe, productive redevelopment.

## FORMER INDUSTRIAL SITE

Site of the former Hammer Blow Tool Company. The building was demolished, with part of the building materials buried on the site.

## ENVIRONMENTAL REMEDIATION

A Phase I assessment identified contaminated soils and groundwater beneath an existing City-placed cap. As part of its development, Wangard will fund the responsible cleanup so the long-idle riverfront can be safely redeveloped.

## FOUNDATION & SOIL STABILIZATION

Structural foundation enhancements and soil stabilization address challenging subsurface and historic site conditions, ensuring durable, code-compliant construction on a difficult parcel.

## BUILT TO WDNR STANDARDS

All work meets Wisconsin DNR standards. WDNR requires engineered caps over the buildings, pavement, parking, and landscaping, plus precautionary sub-slab venting testing. Those costs will be funded by Wangard, not the City.

# DELIVERS ON WAUSAU'S ADOPTED PLANS

| ADOPTED PLAN | WHAT IT CALLS FOR | HOW THIS PROJECT RESPONDS |
|---|---|---|
| **Housing Assessment (2022)** | Calls for 4,500+ new housing units by 2040 and identifies multifamily rental as a lacking housing type | Adds 143 market-rate rental homes (studio–2BR), delivering the multifamily rental housing the assessment identifies as needed. Helps attract and retain workforce by improving housing availability. |
| **River Edge Parkway Plan (2020)** | Activate the riverfront by expanding public access and connectivity along the river | Paved pedestrian and bicycle paths connect directly to the River Edge Parkway trail, activating an underused stretch of riverfront. Aligns with the vision to connect people to the river, city, and each other. |
| **Comprehensive Plan (2017)** | Encourage downtown redevelopment and density and support walkable, connected neighborhoods | Transforms an underutilized downtown parcel into a walkable, higher-density riverfront community that strengthens downtown vitality and economic growth. Aligns with goals for walkable, bike-friendly, and connected neighborhoods. |
| **City RFP & Adopted Vision** | Redevelop this prime riverfront site consistent with the City's adopted goals | Implements the redevelopment goals in the City's Request for Proposal — $33M of private investment with no upfront cost to the City. |

# TIF CONSIDERATIONS & ECONOMIC BENEFITS

With no upfront cost to the City and no risk to taxpayers, the developer-funded TIF turns a vacant, tax-exempt parcel into a lasting source of new revenue.

## HOW THE TIF WORKS

### Performance-Based Incentive

The $4.8M TIF incentive is earned only as the project delivers new value. If it underperforms, Wangard absorbs the risk — not Wausau taxpayers.

### Developer-Funded

Wangard funds all project costs. The City puts in nothing and is never out of pocket.

### Reimbursed Only On New Increment

Reimbursed solely from new taxes the project creates — not a shift of the tax dollars the City already collects.

### Within TID 12

The district expires July 18, 2044 (~18 years left). After it closes, the City keeps ~$800K per year in new taxes.

## FISCAL & ECONOMIC IMPACT

**$28.9M**

**New Taxable Value**

The parcel is City-owned and tax-exempt today, generating no property tax. The project creates roughly $28.9M of new taxable value that would not otherwise exist.

**~$11M**

**Tax Revenue During TID 12**

Projected ~$11M in new tax revenue during the TID, plus ~$800K annually after it closes in 2044 — sized at the minimum necessary by Ehlers, the City's TIF consultant.

**$0**

**Upfront Cost & Taxpayer Risk**

Funded only from new increment the project creates — not a tax shift. Performance-based: no new value, no incentive. Permitting, utilities, and impact fees stay with the developer.

# COMMITMENT TO THE COMMUNITY

New housing brings new opportunity to both existing and new Wausau residents. Wangard is committed to making sure the local community shares in the benefit.

## WHO WILL LIVE HERE

Young professionals, recent NTC graduates, and healthcare workers at Aspirus and Marshfield. Across our portfolio the median resident age is 31, with about two-thirds between 20 and 35.

## CLOSE TO JOBS & DOWNTOWN

Market-rate homes for people who work in and around downtown Wausau and want to live close to employers, the riverfront, and city amenities.

## LOCAL RESIDENT OUTREACH

Wangard will lead strong local outreach — information sessions and notices through Wausau employers, neighborhood groups, and City channels — so local residents have a fair opportunity to apply under equal, neutral criteria.

## LOCAL CONTRACTOR OUTREACH

During bidding, Wangard will reach out to Wausau contractors, trades, and vendors so qualified local businesses have a fair chance to compete for construction and service work.

# COMMUNITY BENEFITS

This downtown riverfront development delivers lasting benefits for the City of Wausau and its residents.

## Housing Where It's Needed

Adds 143 market-rate rental homes, addressing demand for housing within the City and downtown and the multifamily rental need identified in the Housing Assessment.

## Downtown Vitality & Walkability

Strengthens downtown growth, economic competitiveness, and walkability, bringing more residents into the heart of the city on foot and by bike.

## Riverfront Activation

Paved pedestrian and bicycle pathways open direct access to the River Edge Parkway trail, connecting people to the river, the city, and each other.

## A Tax-Generating Asset

Turns a tax-exempt, City-owned site into a $33M private investment, projected to generate ~$11M in tax revenue during the TID and ~$800K annually thereafter.

## Cleanup at No Public Cost

Includes a Wangard-funded $2M+ environmental cleanup and site stabilization — no public burden and no risk to taxpayers.

## Aligned With the City's Vision

Implements the City's adopted plans and the redevelopment goals outlined in its Request for Proposal for this prime riverfront site.

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# THANK YOU

We welcome your questions and look forward to partnering with the City of Wausau.

## CONTACT US


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