



OFFICIAL NOTICE & AGENDA

REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, October 28, 2025 at 5:30 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI 54403

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

- 1 **Call to order by the presiding officer.**
- 2 **Pledge of Allegiance, and Roll Call and Proclamations.**
- 3 **Interview and Selection of Applicant to Fill Vacant District 5 Aldermanic Seat.**

James Wadinski

Aaron Griner

Steven Schmidt

Staff Memo on Interview and Selection Process

4 **Presentations**

Julie Bollmann of the Children's Imaginarium on the impact of the Community Block Grant.

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

September 9, 2025 Regular Common Council Minutes

September 23, 2025 Regular Common Council Minutes

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

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

(Any person wishing to offer public comment on items unrelated to items appearing on the agenda must pre-register by providing a name and address in writing to the City Clerk's Office or chair of a standing committee. Public comments must be limited to items on the agenda if not pre-registered.)

8 **Committee reports (standing and nonstanding).**

Board of Public Works Insurance Claims April 2025 - September 2025

9 **Consent agenda.**

15-1110 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(c) No Parking and Restricted Parking Areas Designated – Central Parking Business District.

25-1003 Ordinance from the Public Health & Safety Committee Amending Section 18.05.060 Working without Permit; Penalty.

25-1004 Resolution from the Parks & Recreation Committee Approving Easement with Wisconsin Public Service – Hammond Park, 600 Grand Avenue.

20-1011 Joint Resolution from the Economic Development Committee and Arts Commission Approving Appointment of Mai Kao Hang as the Next Poet Laureate of the City of Wausau and Barry Liss as the Alternate Poet Laureate of the City of Wausau.

24-0316 Resolution from the Economic Development Committee Approving of the City of Wausau Amended Property Redevelopment Program.

25-0424 Resolution of the Finance Committee Authorizing to Enter into First Addendum, Service Agreement between the City of Wausau and Marathon County Health Department for

Implementation of the Lead Hazard Reduction Capacity Building Grant through the Office of Lead Hazard Control and Healthy Homes through the U.S. Department of Housing and Urban Development.

25-1006 Resolution from the Infrastructure & Facilities Committee Approving Easement with Wisconsin Public Service – 606 East Thomas Street.

24-0405 Ordinance from the Infrastructure & Facilities Committee Repealing Three 15-Minute Parking Stalls on the South Side of Washington Street between 2nd Street and 3rd Street.

25-1009 Ordinance from the Infrastructure & Facilities Committee Designating 15-Minute Parking for the First Stall on the North and South Sides of Washington Street West of 3rd Street.

25-1007 Resolution from the Human Resources Committee Approving Reclassification of Senior Human Resources Generalist to Assistant Human Resources Director.

25-1008 Resolution from the Infrastructure & Facilities Committee Approving Agreement for the Management and Maintenance of a Stormwater Facility (1000 McDonald Street LLC - 1000 McDonald Street and 1339 Curling Way).

25-0108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

10 Ordinances and resolutions.

25-1005 Joint Ordinance from the Plan Commission and the Historic Preservation Commission Amending Section 2.82.055 Designation of Eastgate Hall, 1201 Stewart Ave as a Local Historic Landmark.

24-1109R Resolution from the Finance Committee Approving 2025 Budget Modification for the Preparation of the Remedial Action Option Report for the 1300 Cleveland Avenue Property, Wisconsin Department of Transportation Brts#02-37-58708.

24-1109 Resolution of the Finance Committee Authorizing the Modification of Fees to the City of Wausau Fees and Licenses Schedule Adopted Pursuant to Wausau Municipal Code §3.40.010(a) (2025 Comprehensive Fee Schedule).

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

25-1010 Resolution from the Common Council Approving of and Participating in the Purdue Direct Opioid Settlement.

25-1012 Resolution from the Common Council Approving WisVote/Election Services Memorandum of Understanding with Marathon County

25-1011 Resolution from the Common Council Approving Term Sheet for Redevelopment of Riverside Place (11 Scott Street) by 11 Scott Street LLC.

25-1013 Confirming Appointments of the Mayor of the City of Wausau to the Ethics Board.

12 Public Hearing: Proposed 2026 City of Wausau Budget

13 Closed Session.

Adjourn to closed session pursuant to Wisconsin State Statute § 19.85(1)(f) to consider financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, specifically to discuss an investigation into allegations against a City of Wausau official.

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

15 Announcement from Mayor and Alderpersons.

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

17 Adjournment.

Mayor Doug Diny, Chair

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

DATE: 10/22/2025
TIME: 4:00 PM
POSTED BY: City Clerk



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

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



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





OFFICE of the CITY CLERK

TO: Common Council

FROM: Kaitlyn Bernarde, City Clerk

RE: Selection Process for Applicant to Fill Vacant District 5 Aldermanic Seat

DATE: October 24, 2025

Purpose: To provide background information for Common Council to establish a process for the interview and selection of an applicant to fill the vacant District 5 Aldermanic Seat.

Background: The City of Wausau received letters of interest from 3 eligible applicants for the vacant aldermanic seat. This prompted a couple procedural questions on the selection process. One applicant requested to have a video played while he walked up to the podium to introduce himself. The video provided is a city created and owned video that features city staff.

Separately, Wis. Stat. § 17.23(1)(am) states the selection process, *“Vacancies in offices of mayor or alderperson of cities operating under the general law or special charter may be filled by the common council, by majority vote, appointing a successor to serve for the residue of the unexpired term...”*

If an applicant does not receive a majority of votes in the first round of voting:

- Is the applicant receiving the fewest number of votes eliminated, or
- Do all applicants remain and a second round of voting takes place and continues until receives a majority of votes.

Also, please note under Wis. Stat. § 19.88(1), *“Unless otherwise specifically provided by statute, no secret ballot may be utilized to determine any election or other decision of a governmental body except the election of the officers of such body in any meeting.”* Therefore, the votes will be public record, and not a secret ballot.

Recommendation: With this background information in mind, I recommend the Common Council discuss these options and establish the process prior to the start of voting:

- Can applicants play a video during their self-introduction?
- If no applicant receives a majority of votes after the first round, will one applicant be eliminated, or will all applicants remain, and the same vote will be taken again?

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, September 9, 2025, in Council Chambers, beginning at 6:35 p.m.,
Mayor Doug Diny presiding.

Roll Call

09/09/2025

Roll Call indicated 10 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	VACANT	-
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Proclamation

09/09/2025

The Mayor of the City of Wausau Proclaims:
Constitution Week (September 17-23, 2025)

Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment.

09/09/2025

1. Linda Michalski, 922 S. 16th Avenue – spoke in opposition to 25-0112
2. Jonathan Smith, 1114 Prospect Avenue – spoke in opposition to 25-0910
3. Jon Radtke, 703 Franklin Street – spoke on 25-0112

Consent Agenda

09/09/2025

Without objection, item 25-0801 was pulled from the consent agenda by the request of Lukens.

Motion by Watson, seconded by Henke, to adopt all items on the Consent Agenda as follows:

25-0903 Ordinance from the Plan Commission Rezoning 405 South 8th Avenue from Institutional (I) Zoning District to Multi-Family Residential - 20 (MRM-20) Zoning District.

25-0904 Resolution from the Finance Committee Approving Development Agreement with Aspirus Wausau Hospital, Inc. for Campus Improvements - Pine Ridge Blvd.

03-0716 Resolution from the Infrastructure & Facilities Committee Setting a Public Hearing to Amend the Official City Map by Removing Lands - 28th Avenue Corridor Right-of-Way.

25-0905 Ordinance from the Public Health & Safety Committee Amending Section 17.08.010 Codes Adopted Regarding NFPA 1 – Fire Prevention Code.

25-0908 Resolution from the Human Resources Committee Approving the Amendment to the Employee Handbook Section 7.01 – General Provisions and Section 8.01 – General Provisions.

25-0909 Joint Resolution from the Infrastructure & Facilities Committee and Plan Commission Accepting Dedication of a Portion of Right-of-Way of Westhill Drive between North 28th Avenue and Pine Ridge Boulevard and Accepting Dedication of a Portion of Right-of-Way of Pine Ridge Boulevard East of the Intersection with Westhill Drive

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

25-0801

09/09/2025

Motion by Henke, seconded by Lukens, to Approve Minutes of a previous meeting(s) (06/10/2025) (06/24/2025) (07/08/2025) (08/26/2025).

Rasmussen stated concerns as the minutes from the 06/10/2025 meeting are material in an active employee grievance that remains unresolved and further stated the minutes of that meeting should not be augmented by any party that is a part of that grievance. Rasmussen stated opposition to altering minutes produced outside from the Clerk who is the only recordkeeper of the minutes.

Lukens stated opposition to adding anything to minutes other than what was added from the Clerk to follow precedent.

Motion by Neal, seconded by Larson, to amend 25-0801 to divide the question for consideration of the minutes of a previous meeting(s) (06/24/2025) (07/08/2025) (08/26/2025) separate from consideration of the minutes of a previous meeting(s) (06/10/2025).

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 0	Result: PASSED
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Motion by Henke, seconded by Lukens, to approve minutes of a previous meeting(s) (06/24/2025) (07/08/2025) (08/26/2025).

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 0	Result: PASSED
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Motion by Neal, seconded by Henke, to approve minutes of a previous meeting(s) (06/10/2025) as amended.

Rasmussen explained the previous process for augmenting minutes which brought the discussion before the Common Council with direction provided to the Clerk to revise minutes to include additional details or statements which occurred. It was stated the conduct of attaching someone else's account of the meeting should not be normalized.

Kilian questioned the legality of augmenting minutes by someone other than the Clerk after the minutes had been drafted. It was stated the circumstance was unusual as the proposed augmentation of the minutes was provided as an appendage of the minutes as opposed to being brought up for discussion for the body to decide upon.

The Chair stated the attachment was a way to communicate the suggested augmentation for discussion.

Point of Order raised by Larson that the Chair was offering voluntary commentary without vacating the chair. Point of Order was not well taken by the Chair.

Kilian stated acceptance of the legal opinion provided by the City Attorney on the legality of augmenting minutes by someone other than the Clerk after the minutes had been drafted. It was stated this was provided by an email to the Common Council prior to the meeting.

The Chair stated the legal opinion provided by the City Attorney in an email was an inappropriate commentary on motive.

Point of Order raised by Lukens that the comments from the Chair on the email was not germane to the discussion. Point of Order was not well taken by the Chair.

Point of Order raised by Neal that the meeting was out of order. Point of Order was not ruled on by the Chair.

Motion by Neal, seconded by Rasmussen, to amend 25-0801 to remove the augmentation memorandum and approve the original 06/10/2025 minutes as presented.

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 0	Result: PASSED
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Henke recommended future minutes include a link to the YouTube channel to view the meeting video on that platform.

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 0	Result: PASSED
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25-0902

09/09/2025

Motion by Neal, seconded by Lukens, to confirm the Mayor's Appointments to the Historic Preservation Commission, the Police & Fire Commission, and the Ethics Board.

Motion by Neal, seconded by Rasmussen, to amend 25-0902 to divide the question for consideration of each of the appointments to the Historic Preservation Commission, Police & Fire Commission, and the Ethics Board separately.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Motion by Neal, seconded by Lukens, to confirm the Mayor's Appointment to the Historic Preservation Commission.

Kilian stated support for the appointment of Alder Martens to the Historic Preservation Commission as an active member of city historic preservation efforts.

Larson stated support for the appointment of Alder Martens to the Historic Preservation Commission.

Lukens stated support for the appointment of Alder Martens to the Historic Preservation Commission.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Motion by Neal, seconded by Rasmussen, to confirm the Mayor's Appointment to the Police & Fire Commission.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Motion by Tierney, seconded by Martens, to confirm the Mayor's Appointment to the Ethics Board.

Larson stated opposition to appointing members to the Ethics Board due to the ongoing ethics investigation.

Rasmussen stated the circumstances of the previous prospective appointments had not changed and that the ongoing ethics investigation must come to a close before confirming future appointments.

Neal stated there is a working quorum of the Ethics Board and there is no need to fill a vacancy during the ongoing ethics investigation.

Motion by Larson, seconded by Rasmussen, to table the Mayor's Appointment to the Ethics Board.

<u>District</u>	<u>Alderpersion</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	VACANT	-
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 9

No Votes: 1

Abstain: 0

Not Voting: 0

Result: PASSED

25-0910

09/09/2025

Motion by Neal, seconded by Henke, to adopt the Resolution from the Infrastructure & Facilities Committee Approving Design Recommendation for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street.

Neal stated opposition due to a slew of comments from residents living on the street of not feeling included in the development of the design plans. It was further stated that more rigorous thought and ideas should be brought into the development of this plan. Neal stated that none of the input provided by citizens and from the Bicycle & Pedestrian Advisory Committee were included as well.

Larson stated the Infrastructure & Facilities Committee approved a cut and paste design for this project that lacked consistency.

Rasmussen noted various suggested mistakes with the current design plan and suggested changes for a better compromise on the design.

Motion by Rasmussen, seconded by Larson, to amend 25-0910 to adjust the design to adopt option A2 from 6th to 18th with sidewalk on the both sides, and no multi-use path.

Kilian stated a preference for bringing the plan back to the standing committees for consideration of the proposed amendment as the proposed amendment was not briefed by the full Common Council.

Without objection, Rasmussen clarified the amendment was meant not to remove the sidewalk on the north side of the design plan.

Henke stated the proposed plan was a compromise worked out with consideration of the Infrastructure & Facilities Committee's original recommendations and the Bicycle & Pedestrian Advisory Committee's subsequent recommendations and stated support of the amendment to support further compromise.

Martens stated the reasons for the design plan as recommended by the Infrastructure & Facilities Committee is to satisfy the recommendations from the Wisconsin Department of Transportation and the Bicycle & Pedestrian Advisory Committee and stated opposition to amending that plan.

McElhaney stated opposition to the amendment as the consideration of the different design proposals should be worked out among the standing committees and to provide the public with an opportunity to digest the proposed changes.

Larson stated support for the amendment because it was the best option for the neighborhood and residents.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	NO
3	Kilian, Terry	NO
4	Neal, Tom	NO
5	VACANT	-
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	YES
8	Watson, Sarah	NO
9	Tierney, Vicki	NO
10	Larson, Lou	YES
11	Henke, Chad	YES
Yes Votes: 4		No Votes: 6
		Abstain: 0
		Not Voting: 0
		Result: FAILED

Neal discussed the various design plan options within the context of how it would fit within the neighborhood of this project and if those options would be feasible.

Point of Order raised by Larson that the discussion of other design plans should be brought back at another time. *Point of Order was not ruled on by the Chair.*

Call the question raised by Larson, seconded by Watson.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	NO
5	VACANT	-
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	NO

Yes Votes: 7 11 Henke, Chad YES Not Voting: 0 Result: PASSED
 No Votes: 3 Abstain: 0

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	NO
5	VACANT	-
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	NO
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 5 No Votes: 6 Abstain: 0 Not Voting: 0 Result: FAILED
 The Chair voted
 NO to break the tie

25-0906 **09/09/2025**

Motion by Watson, seconded by Henke, to adopt the Resolution from the Committee of the Whole Adopting the City of Wausau Public Comment Statement.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

25-0907 **09/09/2025**

Motion by Watson, seconded by Lukens, to adopt the Ordinance from the Committee of the Whole Amending Chapter 2.16 – Standing Rules of the Common Council, Rule 5 Order of Business, Rule 6 Introduction of Business, Rule 13 Committees, Rule 16 Citizens' Right to Address Council and Rule 17 Manner of Deliberation.

Kilian stated opposition to the change in council rules for order of business as a state statute allows the Mayor to provide communications to the Common Council and this change is being based on who currently holds the office of Mayor.

Rasmussen stated the Common Council conducts the business of the public and changing the order of business will not prevent the Mayor from providing the communication but instead moves it to the end of the meeting to prevent meetings from starting off with procedural debates on the rules. It was stated the opportunity was still available to provide communication.

The Chair stated the public cared about product and not the process.

Point of Order raised by Lukens that the Chair was offering voluntary comment without vacating the Chair. Point of Order was well taken by the Chair.

The Mayor Relinquished the Chair to the Common Council President.

Larson stated the Mayor had used the order of business to provide communication to ambush the Common Council at the beginning of meetings without providing a chance to respond which prompted the rule change proposal.

Lukens stated the rules exist for a reason to maintain order in a meeting to get the business of the people done and the rule change for order of business is meant to preserve order with the communication being provided at the end of the meeting.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	VACANT	-

6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 8 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASSED

The Mayor retained the Chair from the Common Council President.

Suspend the Rules

09/09/2025

Motion by Watson, seconded by Lukens, to Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	VACANT	-
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 0 Result: PASSED

25-0108

09/09/2025

Motion by Lukens, seconded by Watson, to adopt the Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

02-0430

09/09/2025

Motion by Watson, seconded by Rasmussen, to adopt the Resolution from the Common Council Approving the Selection Process to Fill District 5 Aldermanic Vacancy.

Kilian stated opposition to the resolution as it provided one option for addressing an aldermanic vacancy among three other options.

Motion by Kilian to postpone consideration of 02-0430 to a future special meeting or regular meeting. Motion was not seconded.

Rasmussen stated that the people of that aldermanic district currently have no representation on the Common Council, and this process allows the district to bring applicants forward to have representation. It was further stated the process of selecting a person to appoint someone to represent the district follows precedence.

Larson stated support for following precedence for appointing someone to represent the district.

Tierney stated precedence may not always be best practice and that each situation should be viewed differently. Tierney further stated opposition due to the limited notification of the vacancy.

Kilian stated opposition as precedence may not always be best practice. It was further stated that selecting someone to represent the district would take away representation as the people of the district did not elect their representative.

Neal stated leaving the district without representation leaves many people without the ability to address city matters.

McElhaney stated that the need to have representation for the district should be balanced with the concerns of district residents of having someone appointed that was not elected.

Rasmussen stated leaving the district without representation leaves many people without the ability to address city matters on larger issues coming down the pipeline that requires representation.

Lukens stated leaving the district without representation leaves many people without the ability to address city matters.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	VACANT	-
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 7 No Votes: 3 Abstain: 0 Not Voting: 0 Result: PASSED

25-0911 **09/09/2025**

Motion by Watson, seconded by Lukens, to adopt the Resolution from the Common Council Supporting the Wisconsin Department of Natural Resources Safe Drinking Water Loan Program for Lead Service Line Replacements to Allow the Professional Services Costs to Be up to 25% of the Amount Awarded to the City of Wausau.

Rasmussen stated support as the professional services of community outreach was valuable to the success for the project and to replace as many lead service lines as possible with awareness.

Kilian stated support of the funding for public engagement.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

99-0916 **09/09/2025**

Motion by Lukens, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Authorizing Continued Membership in CVMIC for Policy Years 2026 as amended.

Motion by Martens, second by Lukens, to amend 99-0916 to remove 2027 and 2028 from the resolution.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

95-0912 **09/09/2025**

Motion by Lukens, seconded by Watson, to adopt the Resolution from the Common Council Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and Approval of New Deed Restrictions for 400 S. 86th Avenue.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

Public Comment & Suggestion **09/09/2025**

Without objection, this item was taken up at this time.

1. Tom Kilian, 133 E. Thomas Street – spoke on 25-0910 and 25-0911.

Closed Session **09/09/2025**

Motion by Rasmussen, seconded by Lukens, to go into closed session pursuant to § 19.85(1)(g) of the Wisconsin Statutes for conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by

the body with respect to litigation in which it is or is likely to become involved, to receive information and review privileged communications of legal counsel initially appointed by CVMIC in the absentee ballot drop box matter, before approving continued engagement to represent the City and unelected city staff in the matter currently pending before the City's Ethics Board pertaining to the citizen complaint filed against Mayor Diny and related actions.

Motion by Lukens, seconded by Henke, to go into closed session pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in regards to purposes of purchasing property at 201 N 1st Avenue and 901 & 1021 Cherry Street in the City of Wausau.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	VACANT	-
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

CONVENED into Closed Session.

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

25-0112 **09/09/2025**

Motion by Rasmussen, seconded by Neal, to adopt the Resolution from the Common Council Approving Continued Engagement of CVMIC Appointed Legal Counsel to Represent the City and Unelected City Staff in the Matter Currently Pending before the City's Ethics Board Pertaining to the Citizen Complaint Filed against Mayor Diny and Related Actions.

Neal stated support as employees of the city of Wausau are owed due process and legal protection when going into a legal matter.

Kilian stated support to provide legal representation for employees of the city of Wausau but stated reservations to matters discussed in closed session without provided details.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

Adjourn **09/09/2025**

Motion by Tierney, second by Watson, to adjourn the meeting. Motion carried. Meeting adjourned at 11:27 p.m.

Doug Diny, Mayor
Kaitlyn Bernarde, City Clerk

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, September 23, 2025, in Council Chambers, beginning at 6:37 p.m.,
Mayor Doug Diny presiding.

Roll Call

09/23/2025

Roll Call indicated 10 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	VACANT	-
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment. **09/23/2025**

1. Dan Barth, 206540 Hrebik Lane, Mosinee – spoke in support of a solar array at the Wausau Water Treatment Facility
2. Kathy Konle-Barth, 206540 Hrebik Lane, Mosinee – spoke in support of a solar array at the Wausau Water Treatment Facility

Communications and Recommendations from the Mayor Wausau Poet Laureate. **09/23/2025**

The Mayor made a statement and read a poem.

Sustainability, Energy and Environment Committee on Expression of Support for the Solar Array at the Wausau Water Treatment Facility and Recommendation of Approval of the Solar Array. **09/23/2025**

Jesse Kearns, member of the Wausau Sustainability, Energy and Environment Committee, and Jean Abreu, Chair of the Wausau Sustainability, Energy and Environment Committee, spoke on the committee's approval for the solar array at the Wausau Water Treatment Facility. Discussion was held. No action taken.

Consent Agenda **09/23/2025**

Without objection, item 92-1009 was pulled from the consent agenda by the request of the Mayor.

Motion by Watson, seconded by Rasmussen, to adopt all items on the Consent Agenda as follows:

25-0913 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the East Side of Cherry Street between West Wausau Avenue and Randolph Street.

25-0915 Resolution from the Infrastructure & Facilities Committee Authorizing Downtown Snow/Ice Removal 2025-2026.

25-0916 Resolution from the Infrastructure & Facilities Committee Accepting Temporary Limited Easement with Northeastern Holdings LLC for the replacement of the Curb Ramp at 602 Jackson Street.

25-0918 Resolution from the Infrastructure & Facilities Committee Accepting Temporary Limited Easement with Prosper Six LLC for the Replacement of the Curb Ramp at 115 North 6th Street.

25-0919 Resolution from the Infrastructure & Facilities Committee Requesting 2026-2031 Federal Surface Transportation Program Funds.

25-0920 Resolution from the Infrastructure & Facilities Committee Approving the Wisconsin Department of Transportation (WIDOT) Transportation Alternatives Program (TAP) Grant Application to Create a Section of the Business Campus Trail System between 84th Avenue and Innovation Way.

25-0921 Joint Resolution from the Parks & Recreation Committee, Plan Commission, and Arts Commission Accepting a Public Sculpture along River Edge Parkway North of Bridge to Barker Stewart Island.

25-0924 Resolution from the Human Resources Committee Approving policy “Reasonable Accommodations for Pregnant Workers”.

12-1012 Joint Resolution from the Human Resources Committee and Finance Committee Authorizing CCIT Inclusion on the City’s Health, Dental, Vision and Supplemental Insurance Plan Design for 2026 and 2027.

12-1012 Joint Resolution from the Human Resources Committee and Finance Committee Authorizing Health, Dental and Supplemental Insurance Plan Design for 2026.

25-0927 Resolution from the Infrastructure & Facilities Committee Establishing Assessment Rates for 2026 New Street Construction Projects.

25-0928 Resolution from the Finance Committee Expressing Support of Senate Bill 333, Increasing Municipal Court Fees.

25-0108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	VACANT	-
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 9

No Votes: 1

Abstain: 0

Not Voting: 0

Result: PASSED

92-1009

09/23/2025

Motion by Rasmussen, seconded by Watson, to adopt the Resolution from the Public & Safety Committee Approving the Award of a Contract for Solid Waste and Recyclable Collection Services to Harter’s Fox Valley Disposal, Inc.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

25-0914

09/23/2025

Motion by Larson, seconded by Lukens, to adopt the Resolution from the Economic Development Committee Approving the Sale of City-Owned Property at 208-214 Wyatt Street to Mr. Troy Engman.

Larson stated support as the property will be sold to a former resident of the neighborhood who was looking to move back and that this land would be developed into a single-family home.

Kilian stated opposition as the property was not being sold for an appropriate value.

Watson stated the property was being sold to give a resident an affordable housing option and the resident was willing to take on the environmental remediation of the property providing the city with an opportunity to move the property back on the tax roll.

Rasmussen stated support as the property will be back on the tax roll after being city-owned and a challenging property to offload for a number of years.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	VACANT	-
6	McElhaney, Becky	YES

7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 9

No Votes: 1

Abstain: 0

Not Voting: 0

Result: PASSED

25-0922

09/23/2025

Motion by Lukens, seconded by Watson, to adopt the Resolution from the Human Resources Committee Approving Amendment to the Employee Handbook Section 5.15 – Clothing and Equipment to Remove up to 50% of the Safety Boot Reimbursement.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	VACANT	-
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 8

No Votes: 2

Abstain: 0

Not Voting: 0

Result: PASSED

25-0926

09/23/2025

Motion by Lukens, seconded by Rasmussen, to adopt the Joint Resolution from the Economic Development Committee and Finance Committee Approving an Offer to Purchase Property at 201 N 1st Ave.

Tierney stated opposition to purchasing land to eventually sell the land to a developer for a potentially lower price than the purchase costs.

Neal stated this was a great development opportunity to extend the river walkway and stated support.

Larson stated opposition to purchasing land and additional associated costs as the city owns land it currently needs to prioritize to be sold and due to a lack of planning for the property if purchased.

Watson stated support for forward looking development for the city and stated the funding source for the purchase was from the tax increment financing (TIF) district. It was further stated this was providing an opportunity for residents to recreate and live on the west side of the river and that future development would be subject to the diligence of the Common Council.

Rasmussen stated this will increase the land value of the TIF district, helping the district meet its financial obligations in addition to redevelopment of this property which has been blighted for a number of years.

Lukens stated support as this purchase supports a strategic plan to get industry off the river, redevelop the area and to create opportunities for generations to come.

Kilian stated opposition as the city owns a number of properties that need environmental remediation and should not purchase more property with the same concerns. It was further stated the city should prioritize needs as opposed to wants when it comes to development.

Lukens stated the city was able to procure grants for environmental remediation that would not be available if the property was not purchased by the city and provided an opportunity to have the property cleaned up.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES

5	VACANT	-
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 6 No Votes: 4 Abstain: 0 Not Voting: 0 Result: PASSED

Suspend the Rules **09/23/2025**

Motion by Watson, seconded by Rasmussen, to Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

25-0925 **09/23/2025**

Motion by Rasmussen, seconded by Martens, to adopt the Joint Resolution from the Airport Committee and the Finance Committee Authorizing the Execution of Airport Ground Lease – Mike Yankaitis.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

Adjourn **09/23/2025**

Motion by Watson, second by Tierney, to adjourn the meeting. Motion carried. Meeting adjourned at 7:29 p.m.

Doug Diny, Mayor
Kaitlyn Bernarde, City Clerk



To: Kaitlyn Bernarde, City Clerk

From: Board of Public Works

Date: October 1, 2025

Subject: Insurance Claims – April 2025 – September 2025
06-1215

The Board of Public Works has settled, compromised, or denied the following claims during the months of April 2025 – September 2025

Date of Incident	Claimant	Claim Details	Amount of claim	Action
2/14/25	Schuett, Spencer 910 Humboldt Ave	Officer slide through stop sign into claimant vehicle	\$2,878.96	Approved 5/6/25
12/11/24	Aspirus Wausau Hospital Joey Niewolny	Med 2 hit entry ER garage door at Aspirus Hospital	\$2,085.3	Deny 5/27/25
4/1/25	DCA Investments 524 N. 8 th Ave.	Sewer back-up	\$1,575.00	Deny 5/6/25
3/6/25	State Farm subrogated for Patti Bergmann	Claimant was stopped for school bus & our employee rear ended car	\$5,277.12	Approved 5/27/25
3/6/25	Bergmann, Patti 507 S. 20 th Ave.	Rental car portion not included in State Farm subrogated claim	\$103.69	Approved 5/27/25
2/28/25	Milbeck, Ryan P.O. Box 52, Rothschild	Unreasonable seizure under void ordinance – cell phone	\$10,000.00	Deny 6/17/25
5/29/25	Lor, Vanxay 610 N. 9 th Ave.	Mowing @ Great Lakes Cheese rock hit back window	\$327.24	Approved 6/17/25
5/20/25	LaPorte, Nicki 2501 N. 8 th St.	An individual hit car & a street sign/Sign fell on LaPorte car	\$6,100.00	Deny 8/12/25
7/18/25	Debs, Sophia 1111 Brisbane Ct.	Small pieces of glass on three streets – damage to bike tire	\$76.71	Deny 8/26/25
11/20/24	Roesler, Donald 625 Parcher St.	Blvd. tree fell on outside stair railing and steps	\$2,385.00	Deny 8/26/25
7/9/25	Kreft, Jared 922 S. 6 th Ave.	Claimant was arrested and e-bike was stolen from 400 block	\$2,321.00	Approved 9/9/25

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

ORDINANCE OF INFRASTRUCTURE & FACILITIES COMMITTEE			
Amending Section 10.20.080(c) No Parking and Restricted Parking Areas Designated – Central Parking Business District.			
Committee Action:	Approved 3-0	Ordinance Number:	64-5995
Fiscal Impact:	None		
File Number:	15-1110	Date Introduced:	October 28, 2025

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

Add ()

Delete (———)

Section 1. That Section 10.20.080(c) No parking and restricted parking areas designated, is hereby amended to read as follows:

....

- (c) In any area of the "Central Parking Business District" for which there is free parking on the street, parking shall be restricted as follows:

....

- (3) Definitions in this section the following apply:

- (ii) The *Central Parking Business District* means that area bounded on the north by the south side of McIndoe Street, on the south by the south **north** side of ~~Washington~~ **Forest** Street, on the east by the curb line of the west side of 5th Street, and on the west by the west side of 1st Street.

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

Date of Meeting: September 11, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Michael Martens, Sarah Watson

Members Absent: Chad Henke, Tom Neal

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Jill Kurtzhals, Lori Wunsch

Discussion and possible action on amending the Central Parking Business District

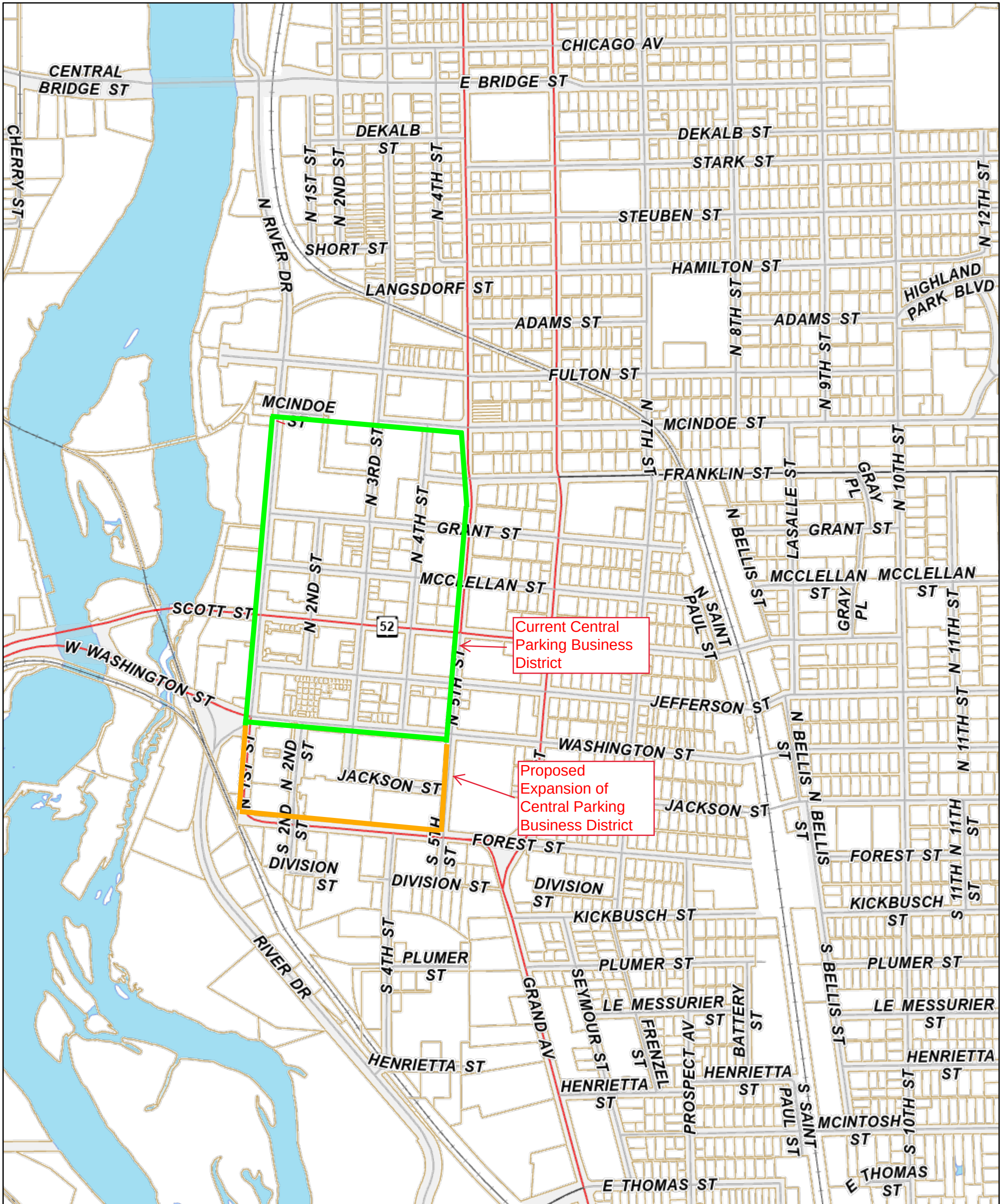
The Sign Department brought the possibility of extending downtown parking to Wesolowski's attention. This would include 2nd Street between Washington Street and Forest Street, the newly constructed 3rd Street south of Washington Street, and the newly constructed Jackson Street. This would extend the district south one block.

Watson moved to approve amending the Central Parking Business District. Seconded by Martens and the motion passed 3-0.

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – September 11, 2025**

AGENDA ITEM
Discussion and possible action on amending the Central Parking Business District
BACKGROUND
Municipal Code 10.20.080 (c) reads to following: c) In any area of the "Central Parking Business District" for which there is free parking on the street, parking shall be restricted as follows: (1) 2 hour parking from 8:00 a.m. to 6:00 p.m. Monday thru Friday excluding all 5, 10, and 15 minute loading zones, all handicapped areas, and any other portion of the Central Parking Business District as otherwise designated in this section. (2) No re-parking. No owner or operator of any motor vehicle shall cause, permit, or allow such vehicle to be parked within the same block face for a period longer than the time limit. Once a vehicle has been parked and then moves, it cannot return to the same block face until the next calendar day or after 6:00 p.m. A vehicle shall be considered to have remained parked or to have been re-parked within the same block face when it has been found parked in a parking space on either side of a street between two intersecting streets, regardless of any evidence that the vehicle was moved between the time it was initially parked and later re-parked. (3) Definitions in this section the following apply: (i) <i>Block face</i> consists of the legal parking spaces on both sides of the street on a block in which a vehicle is parked, bounded by an intersection at each end. (ii) The <i>Central Parking Business District</i> means that area bounded on the north by the south side of McIndoe Street, on the south by the south side of Washington Street, on the east by the curb line of the west side of 5th Street, and on the west by the west side of 1st Street. Staff is recommending the Central Parking Business District be expanded South to Forest Street. The current southern border is Washington Street. See the attached map.
FISCAL IMPACT
Minimal, sign placement.
STAFF RECOMMENDATION
Staff recommends expanding the Central Parking Business District South to Forest Street.
Staff contact: Allen Wesolowski 715-261-6762

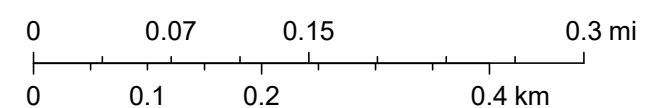
ArcGIS Web Map



9/4/2025, 4:51:13 PM



1:9,360



ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE			
Amending Section 18.05.060 Working without Permit; Penalty.			
Committee Action:	Approved 4-0	Ordinance Number:	61-5996
Fiscal Impact:	None		
File Number:	25-1003	Date Introduced:	October 28, 2025

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

Add ()

Delete (——)

Section 1. That Section 18.05.060 Working without permit; penalty, is hereby amended to read as follows:

18.05.060 Working without permit; penalty.

- (a) Penalty. When obtaining an electrical permit after the work has commenced, the total fee shall be ~~doubled~~ **tripled** with a minimum fee in accordance with the fee schedule.

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, September 15, 2025 at 5:15 p.m., Council Chambers

Members Present: Lisa Rasmussen (C), Becky McElhane, Sarah Watson, Carol Lukens

Members Excused: Lou Larson (VC)

Others Present: Kody Hart, MaryAnne Groat, Bill Herbert, Justin Pluess, Melinda Pauls

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

Discussion and possible action on amending Wausau Municipal Code § 18.05.060 - Working without permit; penalty.

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



Memorandum

From: William Hebert, Chief Inspector/Zoning Administrator
To: Public Health and Safety
Date: September 5, 2025
Subject: WMC Title 18 – Electrical Code Edit

We have discovered an error in our municipal electrical code. Our penalty for work without a permit has been triple fees for several years. In the penalty section of the code we have double fees, but it should be triple. This is just fixing a typo.

RESOLUTION OF THE PARKS & RECREATION COMMITTEE

Approving Easement with Wisconsin Public Service – Hammond Park, 600 Grand Avenue.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 25-1004**Date Introduced:** October 28, 2025**FISCAL IMPACT SUMMARY**

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

RESOLUTION

WHEREAS, 700 Grand Apartments, LLC recently purchased the property at 700 Grand Avenue for the construction of a housing development; and

WHEREAS, the development will require an upgrade or new electric and gas service to 700 Grand Avenue; and

WHEREAS, Wisconsin Public Service will also need to install new or upgraded facilities at 600 Grand Avenue, Hammond Park; and

WHEREAS, your Parks and Recreation Committee, at its August 4, 2025 meeting, discussed and recommended approval of the easement for the installation of new or upgraded gas and electric facilities at 600 Grand Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the easement with Wisconsin Public Service and authorizes the proper city officials to execute the attached easement.

Approved:

 Doug Diny, Mayor

CITY OF WAUSAU – PARKS AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: August 4, 2025, at 5:30 p.m.

Location: Council Chambers, City Hall

Parks and Recreation Committee Members Present: Lou Larson (c), Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson Others Present: Jamie Polley – Parks Director

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present, and the meeting was called to order at 5:30 p.m.

5. Discussion and Possible Action Granting Wisconsin Public Service an Easement for New Electric and Gas Service Through Hammond Park, 600 Grand Avenue – Reviewing the map, the easement was discussed. Motion by Rasmussen, second by Watson to grant the Wisconsin Public Service an Easement for New Electric and Gas Service through Hammond Park, 600 Grand Avenue, contingent upon legal review. Motion carried by voice vote; vote reflected as 5-0.

3334917

Easement

THIS INDENTURE is made this _____ day of _____, by and between **CITY OF WAUSAU** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the parcel described as being Columbia Park Addition Lots 1, 2, 3, 4 and 5 and also that part of Government Lot 2 of Section 36 Township 29 North, Range 7 East in the **City of Wausau, County of Marathon, State of Wisconsin**, as shown on the *attached Exhibit "A"*.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

291-2907-363-0030

- 1. Purpose: ELECTRIC UNDERGROUND and GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

CITY OF WAUSAU

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)
OF)
COUNTY)
OF)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ CITY OF WAUSAU, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

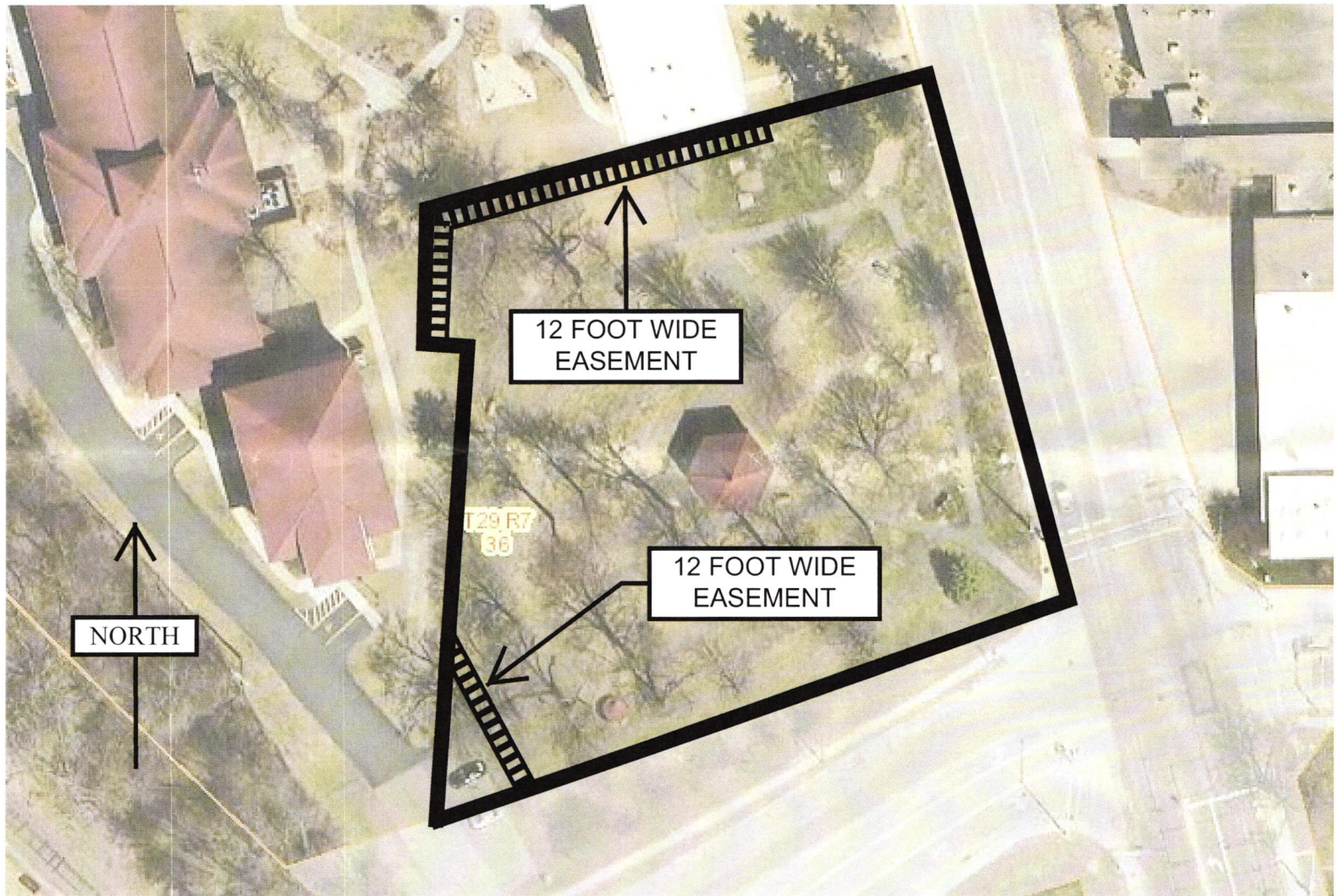
My Commission expires:

This instrument drafted by: Lydia Janssen
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1487604	WMIS-3454876	3334917	INT11-487-604

TEMPORARY EXHIBIT "A"

**NOT TO SCALE
FOR REFERENCE ONLY**



****Temporary Exhibit****

****Final Exhibit will be sent for approval at a later date****

**** NOT FOR RECORDING****

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

**JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE
AND THE ARTS COMMISSION**

Approving Appointment of Mai Kao Hang as the Next Poet Laureate of the City of Wausau and Barry Liss as the Alternate Poet Laureate.

Committee Action: Economic Development Committee 5-0
 Arts Commission 5-0

Fiscal Impact: \$400

File Number: 20-1011

Date Introduced: October 28, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, in 2018, the City created the Wausau Arts Commission (“Commission”) by ordinance 2.60.280 to advise the Council on the planning, programming, procurement, installation, operations and maintenance of public visual art projects and artworks; and

WHEREAS, the commission is staffed by the Department of Planning and Community and Economic Development and shall assist and work with the Economic Development Committee, as well as the committees of the Common Council, as needed; and

WHEREAS, Council approved a resolution on October 13, 2020, File No. 20-1011, establishing the Wausau Poet Laureate Program to be administered by the Wausau Arts Commission and which provided for the acceptance or rejection of nominations for Poet Laureate to be recommended to Council, through the Economic Development Committee; and

WHEREAS, a Request for Proposals was released on August 18, 2025, seeking applicants as qualified artists to provide literary art services for the Wausau Poet Laureate Program, with submissions

due September 5, 2025; and

WHEREAS, a jury of experts approved by the Arts Commission recommended Mai Kao Hang to receive this honor; and

WHEREAS, your Economic Development Committee, at their October 7, 2025 meeting, recommended Mai Kao Hang as the Poet Laureate; and

WHEREAS, the poet laureate will serve a term of two years from appointment; they will share four (4) poems per year with the community in an official capacity and participate in the Central Wisconsin Book Festival in the Fall of each year; and for their term of service, they shall receive \$200 per year, for a total each of \$400.

NOW, THEREFORE, BE IT RESOLVED that Mai Kao Hang is hereby designated the City's honorary City Poet Laureate for the term of two years, with a total stipend of \$400 for her representation of the City and the literary arts through activities related to poetry and the spoken word, presented at selected City events.

BE IT FURTHER RESOLVED that Barry Liss is hereby designated the City's alternate City Poet Laureate for the term of two years.

Approved:

Doug Diny, Mayor



Memorandum

From: Brad Lenz
To: Economic Development Committee
Date: October 7, 2025
Subject: Selection of Poet Laureate 2025-2027

The Wausau Arts Commission is recommending Mai Kao Hang for the next Poet Laureate, with Barry Liss as the alternate. Included in the packet are samples of their work that were reviewed by a subcommittee/panel approved by the Arts Commission. The panel for this term consisted of a professor of creative writing at UWSP, the city's current Poet Laureate, and a volunteer member of the Arts Commission.

The attached Resolution from 2020 created the Poet Laureate program and outlines the selection process. The Request For Proposal (RFP), also included, was used to recruit applicants and contains additional information, such as the purpose of the program and the selection criteria used by the panel. As noted in the RFP, the Poet Laureate serves a two-year term and receives a modest stipend (i.e., \$400 total) to cover some of their expenses.

Mai Kao Hang
508 N 3rd Ave
Wausau, WI 54401
(715) 348-2831
maikhangg@gmail.com

Hello,

I am a recent English graduate from UWSP. During my studies, the creative works I've produced have provided me with valuable insight due to its reflective and introspective nature. As someone who disliked writing before my sophomore year of college, it's interesting how one creative writing class has made me see the beauty in writing. Most importantly, it has led me to envision myself in the literary field—from someone who has only planned to enter healthcare ever since she was young.

If granted the honor to be Wausau's next poet laureate, apart from focusing on the Wausau community as a whole, I would also love to primarily focus on the Hmong community—whether it be presenting poetry about my bicultural experience to the general public, or presenting poems in my mother tongue at Hmong events. In addition, the Hmong American Center is a great resource, and if possible, collaborating with the organization will be an efficient way to promote and encourage poetry within the Hmong community through workshops.

Wausau welcomed my family when we immigrated here in 2004, and it would be a remarkable honor and accomplishment to give back to the community that supported us. Getting an opportunity to not only represent Wausau, but also the Hmong community, I think it would be really beneficial to show a more inclusive and diverse community. I never really involved myself in community events—and especially that of the literary arts—so this will be a huge stepping stone for me. Through poetry and my engagement with the community, I hope to also show that although everyone's experiences and backgrounds are different, there are many things we all can connect to together at a deeper level when using poetry.

In the following pages, I've included samples of past poems I've worked on. Thank you for your time and consideration.

Sincerely,

A handwritten signature in grey ink, appearing to read 'MKH', is positioned below the word 'Sincerely,'.

Mai Kao Hang

trouble in paradise

vii

forget-me-nots.
true love
and respect.
a promise
of remembrance.
a meaningful flower
for a worthless person.

vi

a garden
of forget-me-nots
grow in my lungs.
lungs enable breathing,
but the garden within
slowly drowns me.

v

at one stage,
baby blue petals
flee the garden inside,
bleeding
during its escape.

iv

the next,
entire flowers
flee the garden inside,
in a pool of blood.

iii

it's breathtaking—really—
to feel
in my drowning.

ii

i refuse to empty
the life in my lungs.

i

thus, that life empties me instead.

the ocean never leaves

eyes search for a fire above
but the ocean has yet to leave.
what good is it to love,
when there's room for grief?

a vigorous fire
yet so vulnerable
once in contact with its sire
“get ready for disposal.”

made to burn a limited time,
its ashes all that's left behind,
gone, is the sublime
and return of the divine.

Brace your Self

Brace your Self for the new tenants on your teeth.
When they first move in, they party every day
not giving you any peace, but you can't evict them
because you invited them in.

Brace your Self for the difficulties of the tenants.
They make you run errands, you get too busy
you don't eat proper meals.

Brace your Self for a new routine.
The tenants are demanding.
Learn again to eat, to talk, to floss, to brush.

Brace your Self for the side effects.
Your clothes don't hug tight for you
are not the same person.

Brace your Self to care for the tenants.
You learn to live with them and the parties
begin to die down.

Brace your Self for the next two years.
They won't live here forever, but
you might miss them once they finally leave.

The boy

The boy has finally reached the top
of the mountain after years of climbing
he breathes a sigh of relief
looking behind him
down at the path he has taken
and wipes the sweat off his forehead
but stops when he feels rough
skin instead of the soft touch
he remembers being a young boy
full of energy to climb to the top
but now he has seen it all
and wishes to go back down

Finding Joy

All my life, I've looked for Joy
But does Joy even want me
To find her.

Has my quiet laughter not reached her
Delicate, aged ears—
Or has my soft knocking
Fallen in line with the wind.

Does she dwell in the loud
Where I do not exist—
Or is she lingering in the silence
Where I cannot see her.

Joy, please let me find you.

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving of the City of Wausau Amended Property Redevelopment Program.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 24-0316

Date Introduced: October 28, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau approved a Property Disposition Program for Redevelopment Purposes on April 16, 2015; and

WHEREAS, the City of Wausau amended the Property Disposition Program for Redevelopment Purposes on March 26, 2024; and

WHEREAS, the policy was renamed from the Property Disposition Program to the Property Redevelopment Program.

WHEREAS, the policy has been amended to clarify the duties of the Economic Development Committee and the duties of the Infrastructure and Facilities Committee, pursuant to ordinance, which will in turn provide better direction to staff and Common Council regarding the process to be followed in the acquisition and sale of City-owned parcels; and

WHEREAS, the new document better organizes the acquisition and disposition process and breaks disposition into four categories: Industrial Park, Large Lots for Residential/Commercial, Undesirable for Redevelopment Purposes, and Single Residential Infill; and

WHEREAS, the new document provides a description, how offered and selection criteria for each disposition category; and

WHEREAS, your Economic Development Committee recommended approval of the changes to this policy at its October 7, 2025 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City of Wausau Common Council approves the Property Redevelopment Program as amended and attached and directs staff to follow the process when acquiring and/or selling these properties.

Approved:

Doug Diny, Mayor

Property Redevelopment Program

Revised October 7, 2025

Acquisition

Properties that have been identified to purchase for redevelopment purposes (not for a public facility or right-of-way acquisition) will be taken to the Economic Development Committee (EDC) for discussion and possible approval to move forward. These parcels will be buildable or suitable for redevelopment/rehabilitation for residential, industrial or commercial purposes, depending on location of the site and the needs of the community. Properties may also have been deemed blighted by which no private individual/company is interested in it.

The City's Development Director has the authority to submit an offer to purchase when time is of the essence, but the offer must be contingent upon City approval. During the approval process of purchasing new properties for redevelopment purposes, the proposal will be taken to the Economic Development Committee. The resolution will state that the property is being purchased for redevelopment purposes AND/OR Community Development restricted programs with income limit beneficiaries.

In the case of a parcel that is deemed better suited to be utilized for public purposes **after being acquired for redevelopment**, that property will be **reviewed by the Economic Development Committee in addition** to the Infrastructure and Facilities Committee or other Committees as appropriate for the ultimate proposed purpose.

Disposition

From City ordinance 3.12.040, the Economic Development Committee is the designated representative to negotiate and recommend the sale or lease of city-owned land designated for commercial or residential redevelopment or parcels in industrial parks. Staff have identified four types of property that come before the Economic Development Committee. Properties not initially acquired for redevelopment purposes fall under ordinance 03.12.030 and the Infrastructure and Facilities Committee.

Property Types

Industrial Park

Description: Land in the identified Wausau Business Campus that was developed for the purpose of supporting businesses and job creation. Land is zoned industrial or commercial.

How offered: Available parcels are listed on the City website and with regional business focused groups.

Selection criteria: Staff will work with buyers on the deed restrictions, use, and other governmental support. The standard price is \$ 12,500 /acre for developable land with reductions available for significant job creation and tax value creation. Final sale price and approval by EDC and Council.

Large Lots for Residential/Commercial

Description: Parcel(s) that due to the size, location, or other factors are best suited for larger development. This is defined as more than a 4-unit, non-owner-occupied housing development or other type of commercial or mixed-use development.

How offered: Listed on City website, signs on each property, and promoted during development tours. Once a property is targeted for redeveloped, the City will utilize the Request for Proposal (RFP) or RFI process to solicit proposals from interested parties.

Selection criteria: RFP/RFI with scoring criteria is approved by EDC and distributed by Staff. Proposals received by the City are evaluated by staff with final approval by EDC and Council.

Undesirable for Redevelopment Purposes

Description: An undesirable parcel for redevelopment has characteristics that make it impractical, costly, or illegal to build on. This may be parcels that are remnants of a larger project, lack access, cannot meet the zoning requirements, etc. **These lots shall be deemed undevelopable by the Zoning Administrator.**

How offered: These parcels are not actively marketed but are viewable on the City's public GIS viewer for adjoining property owners.

Selection criteria: Consideration is given to neighboring property owners and developers able to assemble properties for a larger project. The acquisition price is established by the City Assessor based on estimated value. EDC and Council have final approval.

Single Residential Infill

Description: Parcels that meet the zoning requirements for residential development. These parcels often have challenges due to environmental, floodplain, access, location, etc.

How offered: Listed on the City website and signage on property.

Selection criteria: Buyers will fill out an application and work with staff to develop a proposal ready for consideration by the Economic Development Committee. EDC and Council have final approval.

Application for Individual Residential Infill Lots

- **Properties will be posted online and at the site for a 30-day time period before applications will be reviewed and decisions made. After the 30-day time period has expired with no applications, any applications will be reviewed on a first-come, first-serve basis.**
- The prospective buyer must detail what they are planning to do with the property including whether it will be owner occupied, rental, or otherwise.
- Individual applicant must provide a government issued form of identification. Organizations and businesses must provide their Federal ID Number (FEIN).
- Income eligibility may be required based on the source of income used in property acquisition.
- For a residential property, the owner will have 90 days to arrange financing and 18 months from closing to complete the project and receive occupancy.

Financing for Single Residential Infill

- The approved applicant will obtain financing on their own. Once the redevelopment project is complete and agreement satisfied, the city may forgive the price of the lot OR if income

qualifications are required, a percentage of the lot may be forgiven over a number of years to meet the affordability requirement of restricted funds.

- The owner must make a contribution to project (minimum requirements)
 - If under 80% County Median Income (CMI) = \$2,500 own funds
 - If over income limits = 5% (of total project) own funds
- To prevent a buyer from 'flipping' a property, a mortgage will be recorded – typically in second position after first mortgage holder.
- If the project is geared towards income-eligible clientele, additional financing MAY be available through Community Development IF the project qualifies under restricted funding guidelines. Recommendations to the Economic Development Committee will be part of the proposed packet when the project is presented to the committee.

For all property transactions:

- Not all properties will be sold to the highest bidder – property will be given to the best fit for the area the property is located in – owner occupied proposals will be given a higher priority.
- The City Assessor will provide an estimate of assessed value for each property that is proposed to be sold by the City.

Properties Utilizing Restricted Funds

- Properties that have been purchased and redeveloped with restricted funds must be sold according to applicable restricted guidelines.
- Community Development staff will advertise properties for disposition. Staff have the authority to negotiate, accept and sell the property to an income-qualified household. This sale does not need Council approval since it would highlight a lower income household. These sales are part of annual City audits and federal monitoring documents ensure staff have followed all applicable guidelines.

Pricing Guidelines

- The final sale price of any transaction is set by the Economic Development Committee and the City Council. For purposes of working with prospective buyers the following guidelines may be used:
- Industrial Park property price is \$12,500/acre
- Assessed value (as determined by City Assessor) should be known and may be utilized.
- Large Lots projects that benefit low-to moderate income groups can be reduced in price to improve scoring for competitive funding and/or to reduce the later size of City assistance.
- Property sales that benefit low to moderate income individuals or organizations may be reduced in price.

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing to Enter into First Addendum, Service Agreement between the City of Wausau and Marathon County Health Department for Implementation of the Lead Hazard Reduction Capacity Building Grant through the Office of Lead Hazard Control and Healthy Homes through the U.S. Department of Housing and Urban Development.

Committee Action: Approved 3-0

Fiscal Impact: Beginning allocation of \$505,000

File Number: 25-0424

Date Introduced: October 28, 2025

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	Grant funded
	<i>Included in Budget:</i>	Yes ☐ No ☐	
	<i>One-time Costs:</i>	Yes ☐ No ☐	
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: \$505,000</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	
	<i>TID Source: Increment Revenue ☐ Debt Funds on Hand ☐ Interfund Loan ☐</i>		

WHEREAS, the City of Wausau has previously accepted the Lead Hazard Reduction Capacity Building grant through the Office of Lead Hazard Control and Healthy Homes through the U.S. Department of Housing and Urban Development (HUD) to assist with Lead Hazard Reduction activities in older homes located throughout the City of Wausau; and

WHEREAS, the City of Wausau was awarded \$1,984,999, in which part of the grant requirement is the ability to provide a Program Manager who must perform at least 75% of their time towards the implementation of this grant; and

WHEREAS, the Marathon County Health Department has the capacity and personnel to provide this required position; and

WHEREAS, the City desires to purchase services from Marathon County Health Department for HUD Lead Capacity Building Grant services; and

WHEREAS, on April 9, 2025, the Common Council of the City of Wausau has reviewed and approved the initial Service Agreement between the City of Wausau and Marathon County Health Department; and

WHEREAS, an amendment to the Service Agreement was presented to the City by the Health Department on September 4, 2025, which provided a better description of what services the County will provide and what services the City will provide; and

WHEREAS, the Common Council of the City of Wausau has reviewed and approved the First Amendment, Service Agreement between the City of Wausau and Marathon County Health Department; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized to execute First Amendment, Service Agreement between the two entities as well as any necessary documents associated with this Agreement and subsequent reporting documents as needed for the Lead Hazard Reduction Capacity Building grant.

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, October 14, 2025, at 5:15 p.m., Council Chambers

Finance Committee Members Present: Michael Martens (C), Sarah Watson, Chad Henke

Finance Committee Members Excused: Vicki Tierney (VC), Becky McElhaney

Economic Development Committee Members: Carol Lukens (C), Chad Henke (VC), Tom Neal

Economic Development Committee Members Excused: Terry Kilian, Vicki Tierney

Others Present: Eric Lindman, Tammy Stratz, MaryAnne Groat, Jon Trautman, Stuart Randall, Mark Craig, Randy Fifrick

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action to enter into first addendum of a service agreement between the City of Wausau and Marathon County Health Department for Implementation of the Lead Hazard Reduction Capacity Building Grant.

Motion by Henke, seconded by Watson, to approve the addendum. Motion carried 3-0.



TO: Finance Committee Members

FROM: Tammy Stratz, Community Development Manager

RE: First Addendum of Service Agreement between City of Wausau and Marathon County Health Department

DATE: October 6, 2025

On August 19, 2024, City Council members accepted the Lead Hazard Capacity Building grant through the Office of Lead Hazard Control and Health Homes through the U.S. Department of Housing and Urban Development. That grant period is October 15, 2024, through October 15, 2027.

As part of that grant application, the City and County Health Department entered into a Service Agreement which outlined some of the responsibilities of both entities. That initial Service Agreement was approved by Council on April 29, 2025. Attached is that initial agreement.

Since that time, the Development Department and Health Department have been working towards the goals of this grant; however, we have determined that several items were not discussed in the Service Agreement. Such items are as follows:

1. Missing additional staff that are/will be working on the grant.
2. Removing specific wage amounts being reimbursed per position – this is a 3-year grant and salaries increase/decrease according to budgets, vacancies, etc.
3. Allowing to be reimbursed for additional expenses that were not previously discussed in the original Service Agreement.

Attached are the original Service Agreement and the First Amendment between the City and County Health Department. For ease, the changes have been highlighted. The rest of the agreement stays the same.

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

Thank you.

**BETWEEN
MARATHON COUNTY HEALTH DEPARTMENT
AND THE CITY OF WAUSAU**

WHEREAS, MCHD maintains a principal place of operation located at 1000 Lakeview Drive, Wausau, WI 54403; and

WHEREAS, this Agreement is made for the purpose of outlining the respective obligations of the parties related to the 2025 HUD Capacity Building Grant activities as outlined.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and MCHD as follows:

1.0 TYPE OF SERVICES. MCHD agrees to provide the services detailed herein for HUD Lead Capacity Building Grant Services in response to a request by CITY for such services.

- Develop targeted marketing and outreach
- Build local Lead Hazard Control Partnerships
- Educate entities on the benefits of program participation and lead-based paint hazard regulations
- Coordinate and contract with local organizations that have relationships with the target populations to promote the work of this grant, including, but not limited to:
 - Contractor training and development
 - Promote access to Fair Housing Act Benefits
- Investigate opportunities to incorporate lead hazard control into existing programs
- Develop the mechanism or capacity for data sharing
- Conduct or facilitate lead hazard activities
- Facilitate purchase of equipment or supplies, as needed and with approval of the CITY
- Develop and implement procedures/guidelines governing program elements
- Ensure, through hiring, training, and development, internal organizational expertise
- Develop systems for sustaining a viable lead hazard control program after the completion of this grant cycle

2.0 COMPENSATION. CITY shall compensate MCHD for services detailed in this agreement as follows:

2.1 Compensation. Award will be given in monthly payments equal to the time spent for grant-related activities, as well as allowable expenses, not to exceed the total three -year expenditure of \$505,000 through the HUD Lead Capacity Building Grant along with a ten percent (10%) match. Actual rates of pay and benefits will vary throughout the life of the grant and will be billed accordingly for the following positions:

- Environmental Health and Safety Director

- Environmental Health Manager
- Environmental Health Sanitarian(s)
- Public Health Nurse(s)
- Health Officer
- Environmental Health Resources Coordinator
- Administrative Assistant(s)
- Health Educator(s)
- Cultural Liaison

Additional reimbursable expenses include:

- Printing
- Paid Media
- Travel
- Equipment
- Translation and Interpretation services

The City of Wausau is responsible for paying all agreed upon expenses incurred by MCHD as agreed to in this contract regardless of the City of Wausau's ability to be reimbursed by HUD.

2.2 Billing. MCHD will invoice the City of Wausau on a monthly basis for time spent on HUD project activities.

2.3 Compensation Amendment. CITY and MCHD may increase or decrease the allocation of \$505,000 (plus 10% match amount) as needed to address additional or fewer duties deemed necessary as the capacity grant progresses. Such increases or decreases must be submitted and approved to HUD prior to the amendment(s).

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall commence on January 1, 2025 and shall expire on October 15, 2027. The Agreement may also be terminated subject to termination provisions under Section 5.0. Expenditures by the MCHD for grant development and training that occurred prior to January 1, 2025 but not before October 15, 2024 may be included with the reimbursables as stated in Section 2.0.

3.2. Renewal Procedures. The Agreement can be renewed through mutual written agreement for additional 1-year terms.

4.0 EXECUTION AND PERFORMANCE OF SERVICES.

4.1 MCHD Personnel. MCHD agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of CITY. Personnel may be adjusted or changed at the discretion of MCHD. MCHD will notify of staff

changes to the HUD project 30 days of anticipated change, or at the earliest possible opportunity.

4.2 Records. MCHD agrees to keep records regarding personnel allocation, expenses related to HUD grant activities, and any other required HUD grant reporting documentation. Information regarding expenses and related records shall be furnished on request and kept in accordance with county records retention guidelines.

5.0 TERMINATION OF AGREEMENT.

5.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 90 days written notice to the other party.

5.2 Termination: Grant Termination. If the HUD grant is terminated, the Agreement shall terminate after notification is received by both parties of such grant termination.

6.0 INSURANCE and INDEMNIFICATION.

6.1 Indemnification of CITY. MCHD and its subcontractors shall indemnify, hold harmless and defend CITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which CITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of MCHD furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of CITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of MCHD and CITY under this paragraph shall survive the expiration or termination of this Agreement.

6.2. Indemnification of MCHD. CITY shall indemnify, hold harmless and defend MCHD, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MCHD, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of CITY furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of MCHD, its agencies, boards, commissions, officers, employees or representatives. The obligations of MCHD and CITY under this paragraph shall survive the expiration or termination of this Agreement.

6.2 Insurance. CITY and MCHD, its officers, boards, commissions, shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or

companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department.

6.2.1 CITY shall be given ten (10) days advance notice of cancellation or nonrenewal of any insurance required under this Agreement. Upon execution of this Agreement, MCHD shall furnish CITY with a certificate of insurance.

6.2.2 In the event any action, suit or other proceeding is brought against CITY upon any matter herein indemnified against, CITY shall give reasonable notice thereof to MCHD and shall cooperate with MCHD in the defense of the action, suit or other proceeding.

7.0 NOTICE OF NONAFFILIATION.

MCHD may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. MCHD agrees that it shall inform all outside contractors, promoters, and the public that the MCHD is not a legal employee, agent, or subdivision of CITY.

8.0 NOTICES.

8.1 Notices to the CITY. Except as more specifically provided by the terms of this Agreement, notice to the CITY shall be delivered via first class mail, return receipt requested, as follows:

Mayor Doug Diny
City of Wausau
407 Grant Street
Wausau, WI 54403

8.2 Notices to MCHD. Except as more specifically provided by the terms of this Agreement, notice to MCHD shall be delivered via first class mail, return receipt requested, as follows:

Amanda Ostrowski, Interim Health Officer
Marathon County Health Department
1000 Lakeview Drive
Wausau, WI 54403

9.0 MISCELLANEOUS.

9.1 Integrated Agreement. This document, together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein, sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

9.2 Modifications. This Agreement may only be modified in writing in a form signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

9.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

9.4 Construction.

9.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

9.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

9.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

9.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

10.0 ASSIGNMENT.

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

11.0 THIRD-PARTY BENEFICIARIES.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the CITY.

12.0 EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this

2025 HUD LEAD GRANT AGREEMENT

**BETWEEN
MARATHON COUNTY HEALTH DEPARTMENT
AND THE CITY OF WAUSAU**

City Address: City of Wausau
Doug Diny
Mayor
City of Wausau
407 Grant Street
Wausau, WI 54403

Marathon County Health Department: Amanda Ostrowski
Interim Health Officer
Marathon County Health Department
1000 Lakeview Drive
Wausau, WI 54403

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the **City of Wausau** (the "CITY") and **Marathon County Health Department** ("MCHD"),

RECITALS

WHEREAS, the City of Wausau has received a Lead Hazard Reduction Capacity Building Grant through the US Department of Housing and Urban Development, Office of Lead Hazard Control and Healthy Homes in the amount of \$1,984,999 for the performance period of October 15, 2024, through October 15, 2027; and

WHEREAS, a part of the Lead Capacity Building Grant is the ability to provide a Program Manager who must perform at least 75% of their time towards the implementation of this grant; and

WHEREAS, Marathon County Health Department has the capacity and personnel to provide this required position; and

WHEREAS, CITY desires to purchase services from MCHD for HUD Lead Capacity Building Grant services; and

WHEREAS, MCHD is presently situated and capable of providing services to residents of Marathon County; and

WHEREAS, MCHD maintains a principal place of operation located at 1000 Lakeview Drive, Wausau, WI 54403; and

WHEREAS, this Agreement is made for the purpose of outlining the respective obligations of the parties related to the 2025 HUD Capacity Building Grant activities as outlined.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and MCHD as follows:

1.0 TYPE OF SERVICES. MCHD agrees to provide the services detailed herein for HUD Lead Capacity Building Grant Services in response to a request by CITY for such services.

- Develop targeted marketing and outreach
- Build local Lead Hazard Control Partnerships
- Educate entities on the benefits of program participation and lead-based paint hazard regulations
- Coordinate and contract with local organizations that have relationships with the target populations to promote the work of this grant, including, but not limited to:
 - Contractor training and development
 - Promote access to Fair Housing Act Benefits
- Investigate opportunities to incorporate lead hazard control into existing programs
- Develop the mechanism or capacity for data sharing
- Conduct or facilitate lead hazard activities
- Facilitate purchase of equipment or supplies, as needed and with approval of the CITY
- Develop and implement procedures/guidelines governing program elements
- Ensure, through hiring, training, and development, internal organizational expertise
- Develop systems for sustaining a viable lead hazard control program after the completion of this grant cycle

2.0 COMPENSATION. CITY shall compensate MCHD for services detailed in this agreement as follows:

2.1 Compensation. Award will be given in monthly payments equal to the time spent for grant-related activities not to exceed the total three -year expenditure of \$505,000 through the HUD Lead Capacity Building Grant along with a ten percent (10%) minimum of matched funding.

- Environmental Health and Safety Director \$46.51 per hour
- Environmental Health Manager \$37.80 per hour
- Environmental Health Sanitarians \$36.22 per hour

- Public Health Nurse \$32.40 per hour
- Health Officer \$49.36 per hour
- Environmental Health Resources Coordinator \$45.32 per hour
- Administrative Assistant \$21.58 per hour

2.2 Billing. MCHD will invoice the City of Wausau on a monthly basis for time spent on HUD project activities.

2.3 Compensation Amendment. CITY and MCHD may increase or decrease the allocation of \$505,000 (plus 10% match amount) as needed to address additional or fewer duties deemed necessary as the capacity grant progresses. Such increases or decreases must be submitted and approved to HUD prior to the amendment(s).

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall commence on January 1, 2025 and shall expire on October 15, 2027. The Agreement may also be terminated subject to termination provisions under Section 5.0. Expenditures by the MCHD for grant development and training that occurred prior to January 1, 2025 but not before October 15, 2024 may be included with the reimbursables as stated in Section 2.0.

3.2. Renewal Procedures. The Agreement can be renewed through mutual written agreement for additional 1-year terms.

4.0 EXECUTION AND PERFORMANCE OF SERVICES.

4.1 MCHD Personnel. MCHD agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of CITY. Personnel may be adjusted or changed at the discretion of MCHD. MCHD will notify of staff changes to the HUD project 30 days of anticipated change, or at the earliest possible opportunity.

4.2 Records. MCHD agrees to keep records regarding personnel allocation, expenses related to HUD grant activities, and any other required HUD grant reporting documentation. Information regarding expenses and related records shall be furnished on request and kept in accordance with county records retention guidelines.

5.0 TERMINATION OF AGREEMENT.

5.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 90 days written notice to the other party.

5.2 Termination: Grant Termination. If the HUD grant is terminated, the Agreement shall terminate after notification is received by both parties of such grant termination.

6.0 INSURANCE and INDEMNIFICATION.

6.1 Indemnification of CITY. MCHD and its subcontractors shall indemnify, hold harmless and defend CITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which CITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of MCHD furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of CITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of MCHD and CITY under this paragraph shall survive the expiration or termination of this Agreement.

6.2. Indemnification of MCHD. CITY shall indemnify, hold harmless and defend MCHD, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MCHD, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of CITY furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of MCHD, its agencies, boards, commissions, officers, employees or representatives. The obligations of MCHD and CITY under this paragraph shall survive the expiration or termination of this Agreement.

6.2 Insurance. CITY and MCHD, its officers, boards, commissions, shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department.

6.2.1 CITY shall be given ten (10) days advance notice of cancellation or nonrenewal of any insurance required under this Agreement. Upon execution of this Agreement, MCHD shall furnish CITY with a certificate of insurance.

6.2.2 In the event any action, suit or other proceeding is brought against CITY upon any matter herein indemnified against, CITY shall give reasonable notice thereof to MCHD and shall cooperate with MCHD in the defense of the action, suit or other proceeding.

7.0 NOTICE OF NONAFFILIATION.

MCHD may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. MCHD agrees that it shall inform all outside contractors, promoters, and the public that the MCHD is not a legal employee, agent, or subdivision of CITY.

8.0 NOTICES.

8.1 Notices to the CITY. Except as more specifically provided by the terms of this Agreement, notice to the CITY shall be delivered via first class mail, return receipt requested, as follows:

Mayor Doug Diny
City of Wausau
407 Grant Street
Wausau, WI 54403

8.2 Notices to MCHD. Except as more specifically provided by the terms of this Agreement, notice to MCHD shall be delivered via first class mail, return receipt requested, as follows:

Amanda Ostrowski, Interim Health Officer
Marathon County Health Department
1000 Lakeview Drive
Wausau, WI 54403

9.0 MISCELLANEOUS.

9.1 Integrated Agreement. This document, together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein, sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

9.2 Modifications. This Agreement may only be modified in writing in a form signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

9.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

9.4 Construction.

9.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

9.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

9.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

9.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

10.0 ASSIGNMENT.

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

11.0 THIRD-PARTY BENEFICIARIES.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the CITY.

12.0 EXECUTION IN COUNTERPARTS.

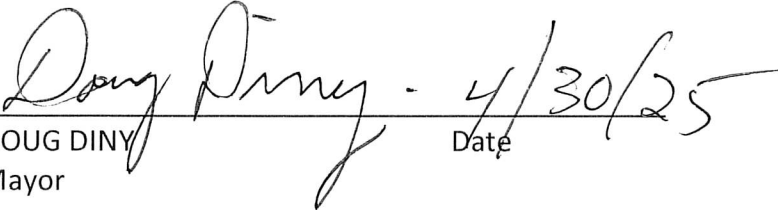
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this

Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

FOR CITY OF WAUSAU

 - 4/30/25

DOUG DINY Date
Mayor

FOR MARATHON COUNTY:

 4/23/2025

LANCE LEONHARD Date
Marathon County Administrator

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approving Easement with Wisconsin Public Service – 606 East Thomas Street.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 25-1006

Date Introduced: October 25, 2025

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 Financed:	Yes ☐	No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐	No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐			

RESOLUTION

WHEREAS, 700 Grand Apartments, LLC recently purchased the property at 700 Grand Avenue for the construction of a housing development; and

WHEREAS, the development will require an upgrade or new electric and gas service to 700 Grand Avenue; and

WHEREAS, Wisconsin Public Service will also need to install new or upgraded facilities at 606 East Thomas Street, the Public Safety Building site; and

WHEREAS, your Infrastructure and Facilities Committee, at its August 14, 2025 meeting, discussed and recommended approval of the easement for the installation of new or upgraded gas and electric facilities at 606 East Thomas Street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the easement with Wisconsin Public Service and authorizes the proper city officials to execute the attached easement.

Approved:

Doug Diny, Mayor

Date of Meeting: August 14, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Sarah Watson (Neal was excused)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Carrie Edmondson, Lori Wunsch

Discussion and possible action on Easement with Wisconsin Public Service for underground facilities at 606 East Thomas Street

This easement is through the Police Department parking lot. This is all part of a bigger project that WPS is doing to upgrade the power in the area. It's going to go across the street to the Towers, through the park and to the new apartment building at 700 Grand. It is also going to serve as a backbone and a backup to the apartment buildings, to the PD and to 700 Grand. WPS would need an easement to make those upgrades. Staff recommends granting WPS the easement to upgrade their facilities.

Martens questioned if this a temporary or permanent easement. Wesolowski confirmed it is a permanent easement. Martens asked if it would be done with directional boring so it is not disrupting the parking lot. Wesolowski explained they would have some pits where needed, but the majority of it would be bored.

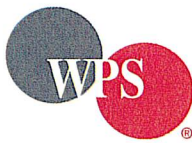
Martens moved to approve the easement. Larson seconded and the motion passed 4-0.

Agenda Item No.

11

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – August 14, 2025***

AGENDA ITEM
Discussion and possible action on Easement with Wisconsin Public Service for underground facilities at 606 East Thomas Street
BACKGROUND
WPS is requesting an easement to upgrade facilities in the Grand Avenue/Thomas Street area. This easement is on the Police Department facility at 606 East Thomas Street.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Engineering staff recommends approving the easement to upgrade the electrical facilities in the area.
Staff contact: Allen Wesolowski 715-261-6762



7/23/2025

Wisconsin Public Service Corporation
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

**CITY OF WAUSAU
407 GRANT ST
WAUSAU, WI 54403**

Dear Customer:

Wisconsin Public Service Corporation recently received a request to upgrade or provide new *electric and gas service* at *700 Grand Avenue in the City of Wausau County of Marathon, State of Wisconsin*. This request will require new or upgraded facilities to be installed on property that you own at *Grand Avenue & Thomas Street in the City of Wausau County of Marathon, State of Wisconsin* in locations shown on the attached easement which, when executed, would grant us the right to install and maintain the necessary facilities.

I have enclosed two copies of the easement for your review. The exhibit is only temporary until the final one can be completed. When the final exhibit is complete we will send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. Signing this document will allow Wisconsin Public Service Corporation to install facilities on your property in the location described in the easement.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

*You will note that the documents **require** you to sign them in the presence of a **Notary Public**.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return *one* of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **3467327**.

Lydia Janssen- Right of Way Agent
Wisconsin Public Service Corporation
(920) 433-5578
Lydia.Janssen@wecenergygroup.com

Enclosed

Wisconsin Public Service Corporation | A subsidiary of the WEC Energy Group

3335006

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **CITY OF WAUSAU** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lots 1 and 5 of Block 4 of the recorded plat of Rhomboid Addition to the City of Wausau, in the **City of Wausau, County of Marathon, State of Wisconsin**, as shown on the attached **Exhibit "A"**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

291-2907-363-0879

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

CITY OF WAUSAU

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)
OF)
COUNTY)
OF)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ CITY OF WAUSAU, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

My Commission expires:

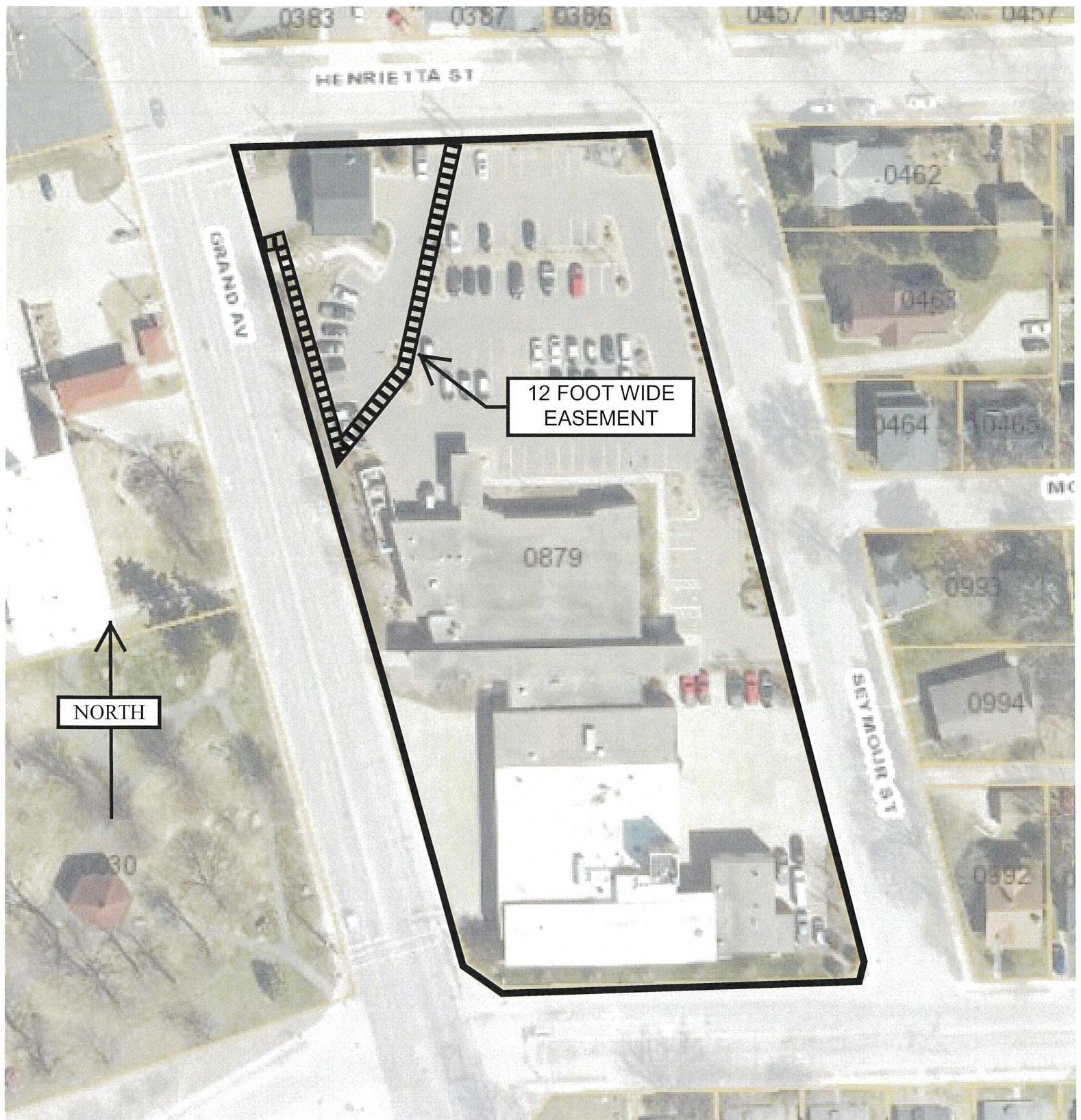
This instrument drafted by: Lydia Janssen

Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1487651	WMIS-3467327	3335006	INT11-487-651

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



Temporary Exhibit

Final Exhibit will be sent for approval at a later date

** NOT FOR RECORDING**

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

ORDINANCE OF INFRASTRUCTURE & FACILITIES COMMITTEE			
Repealing Three 15-Minute Parking Stalls on the South Side of Washington Street between 2nd Street and 3rd Street.			
Committee Action:	Approved 5-0	Ordinance Number:	61-5998
Fiscal Impact:	Minimal to install sign		
File Number:	24-0405	Date Introduced:	October 28, 2025

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

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

Washington Street

- 15-minute parking for three spaces, south side of the street, west of the North 3rd Street intersection

is hereby repealed.

...

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

Section 3. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

Date of Meeting: October 9, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Lori Wunsch

Discussion and possible action on repealing the three 15-minute parking stalls on the south side of Washington Street between 2nd Street and 3rd Street

This is a housekeeping item. Since Washington Street has been rebuilt, the committee had approved one 15-minute stall on each side of the street. This is to repeal the existing three 15-minute stalls on the south side of the road.

Larson moved to approve the repeal. Martens seconded and the motion passed 5-0.

DRAFT

Agenda Item No.

9

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – October 9, 2025***

AGENDA ITEM
Discussion and possible action on repealing the three 15-minute parking stalls on the south side of Washington Street between 2 nd Street and 3 rd Street
BACKGROUND
This is a housekeeping item to repeal this since I&F voted to make one stall on each side of Washington Street 15-minute parking at the September meeting.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Engineering staff recommends approval.
Staff contact: Allen Wesolowski 715-261-6762

ORDINANCE OF INFRASTRUCTURE & FACILITIES COMMITTEE			
Designating 15-Minute Parking for the First Stall on the North and South Sides of Washington Street West of 3rd Street.			
Committee Action:		Approved 3-0	Ordinance Number: 61-5999
Fiscal Impact:		Minimal to install sign	
File Number:		25-1009	Date Introduced: October 28, 2025

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

Add ()

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

Washington Street

- 15-minute parking for the first stall on the north and south sides of Washington Street west of 3rd Street

...

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

Section 3. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

Date of Meeting: September 11, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Michael Martens, Sarah Watson

Members Absent: Chad Henke, Tom Neal

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Jill Kurtzhals, Lori Wunsch

Discussion and possible action on 15-minute parking spaces on Washington Street between 2nd Street and 3rd Street

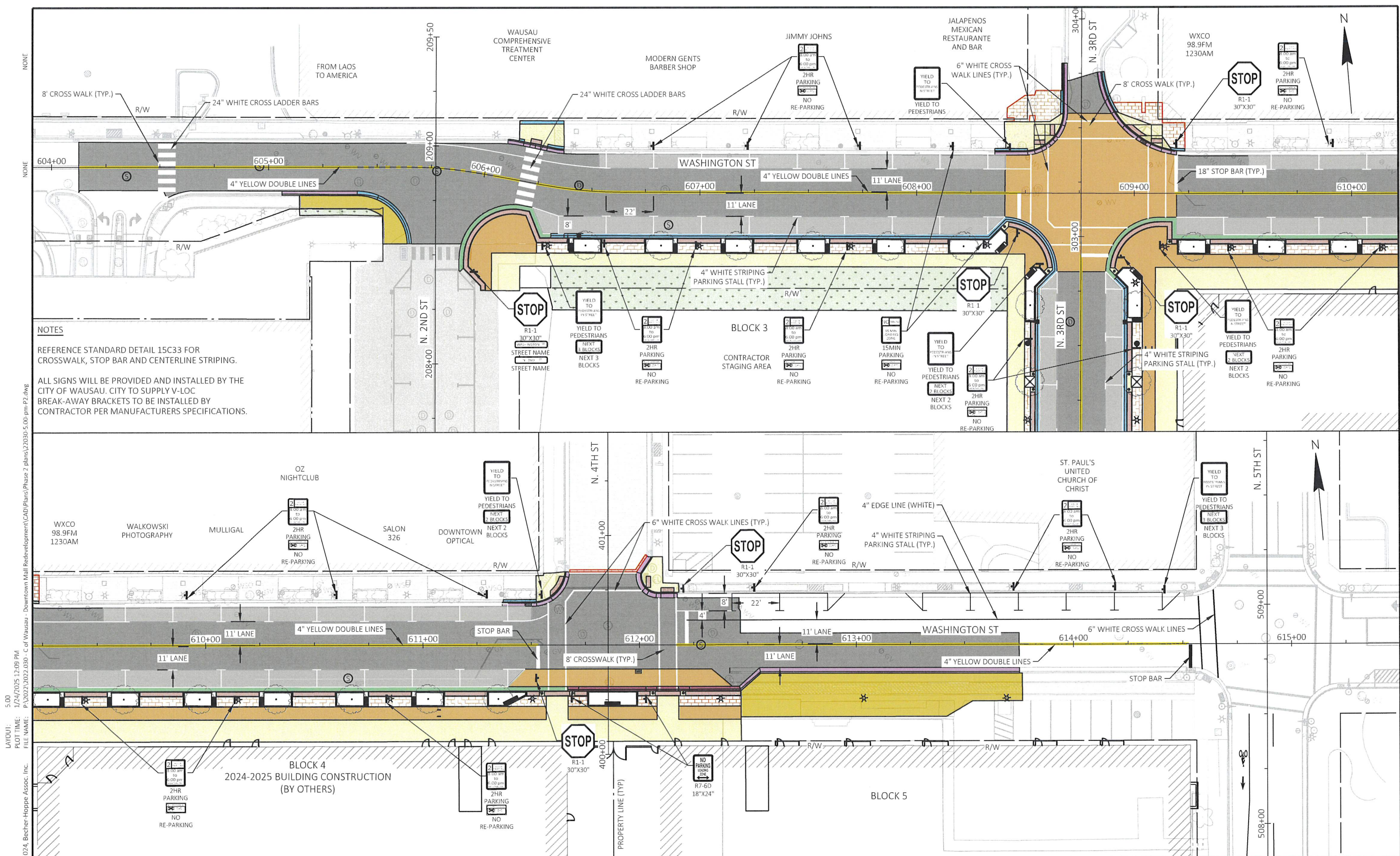
Wesolowski explained that before Washington Street was reconstructed, angled parking was located on the south side of the road. A request came before this committee to add three 15-minute parking stalls. The committee directed to bring this item back after reconstruction was done. The road is scheduled to be open within the next 30 days. Wesolowski spoke with Mark Craig and the downtown would like to see 15-minute stalls put back in. Wesolowski does not feel that three spaces are needed and suggested placing one on the north side of the road and one on the south. He recommends the first stalls west of 3rd Street.

Watson moved to approve. Seconded by Martens.

Watson asked if this was in front of Jimmy John's and Wesolowski confirmed. After a brief discussion, Wesolowski suggested starting with two spots and if there is a need for more it could come back to committee. Martens believes there are two 15-minutes spots on Jefferson west of 3rd Street and none east of 3rd Street, other than the taxi spot. He feels two spaces on Washington Street would be adequate for now.

There being a motion and a second, motion to approve passed 3-0.

AGENDA ITEM
Discussion and possible action on 15-minute parking spaces on Washington Street between 2 nd Street and 3 rd Street
BACKGROUND
I&F approved 3 spaces for 15-minute parking on the south side of Washington Street just west of 3rd Street. The directive from the I&F committee was to bring this back to I&F for reconsideration after the roadway was completed. Washington Street will be opening fully to traffic in October. The major difference with the reconstruction is the previous spots were angled parking; the new spots will be parallel parking. A plan sheet with the stalls is attached. The currently reconstructed street will have 9 stalls on the south side and 8 stalls on the north side between 2nd Street and 3rd Street.
FISCAL IMPACT
Minimal, sign placement.
STAFF RECOMMENDATION
Staff recommends the following: • The current BHA plan attached depicts one stall on the south and one stall on the north side as 15-minute. There is flexibility with this plan. All the stalls could be on one side of the street. Staff would anticipate comments from downtown business or the River District to help with the stall arrangement.
Staff contact: Allen Wesolowski 715-261-6762



NOTES

REFERENCE STANDARD DETAIL 15C33 FOR CROSSWALK, STOP BAR AND CENTERLINE STRIPING.

ALL SIGNS WILL BE PROVIDED AND INSTALLED BY THE CITY OF WAUSAU. CITY TO SUPPLY V-LOC BREAK-AWAY BRACKETS TO BE INSTALLED BY CONTRACTOR PER MANUFACTURERS SPECIFICATIONS.

	330 N. 4th STREET WAUSAU, WI 54403 • 715.845.8000 becherhoppe.com	DRAWN BY: DAK CHECKED BY: MTG/KRK DATE: 1/24/2025	PROJECT NO: 2022.030 REV. DATES:	SCALE 0 20 40	 CITY OF WAUSAU 2025 WAUSAU MALL REDEVELOPMENT PROJECT - PHASE 2	PAVEMENT MARKINGS & SIGNAGE 2ND STREET PHASE 1	SHEET 5.00
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RESOLUTION OF THE HUMAN RESOURCES COMMITTEE	
Approving Reclassification of Senior Human Resources Generalist to Assistant Human Resources Director. Committee Action: Approved 4-0 Fiscal Impact: None	
File Number: 25-1007	Date Introduced: October 28, 2025

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source: Budget savings from 2025.</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, The Human Resources Director is requesting the Senior Human Resources Generalist position be reclassified to Assistant Human Resources Director and;

WHEREAS, the proposed position will assist in the advancement of HR initiatives to support the growth and sustainability of the City of Wausau’s current and future workforce and;

WHEREAS, your Human Resources Committee reviewed and approved the reclassification of the Senior Human Resource Generalist position to an Assistant Human Resources Director, with a Salary grade of 12, min \$70,033.60 midpoint \$88,712.00, max \$105,081.60 and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the position of Senior Human Resources Generalist be reclassified to Assistant Human Resources Director effective at the start of the pay period as approved by this resolution.

Approved:

Doug Diny, Mayor

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: October 13, 2025, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Chad Henke, Michael Martens, Vicki Tierney
MEMBERS ABSENT: Terry Kilian (VC)
Also Present: Lisa Nowak

Approval of August 27th and September 8th Minutes.

Motion by Tierney to approve the August 27th and September 8th Human Resources Committee meeting minutes. Second by Martens. All ayes. Motion passed 4-0.

Human Resources Report for September 2025.

Nowak said that she received a request from a committee member to include overtime information for the organization in the report. Nowak noted that she is working with the Finance Director to ensure that future information only contains overtime paid with the levy. Additionally, Nowak said that the packet will be changing over time to include more data related to what is happening at the City.

No questions were brought forward by the committee.

Discussion and possible action to Approve Reclassification of Senior Human Resources Generalist to Assistant Human Resources Director.

Nowak explained that this request is the first step in restructuring the Human Resources Department to be able to provide the level of support to City staff that is needed in order for the organization to move forward, and information was included in the supporting packet. Nowak shared that she sent out a survey to Department Heads and managers asking for critical feedback on service provided by the Human Resources Department and many areas of opportunity that could make a positive impact were called to attention that cannot be realized with the current HR Department structure. Nowak would like to have someone directly beneath her and then build a support team. Nowak indicated that the department has budget savings, so this reclassification request is budget neutral.

Tierny asked if the reclassification is included in next year's budget. Nowak said that Groat said the item does not need to go to finance and that it is all taken care of from a cost perspective moving forward.

Motion by Martens to approve the reclassification of Senior Human Resources Generalist to Assistant Human Resources Director. Second by Hanke.

DRAFT

Martens questioned what the HR Business Partner would do that was mentioned in the packet. Nowak said that the HR Business Partner would be a liaison between HR and the other departments who would be able to work more closely with other departments to address and assess their needs regularly and gain a better understanding of each department and the positions within them. Nowak said that she was at the Water Department to do a job analysis, and it was mentioned that they haven't seen HR for at least eight years; having an HR Business Partner would help, as the HR staff unfortunately does not have the bandwidth available to dedicate time to visiting other departments. Martens asked if the committee would be seeing a job description for the HR Business Partner position next year if the opportunity to expand the department becomes available; Nowak said yes.

All ayes. Motion passed 4-0.

Discussion on Administrative Positions Within the City.

Nowak explained that she has been drafting a job classification manual for the Administrative Assistant positions within the City, of which there are currently 24 different positions. Nowak said that although compensation studies have been done in the past, there have not been any job analysis done to ensure that what is on a job description is accurate, and without accurate job descriptions, classification and compensation studies can be incorrect. Nowak said that she wanted to bring this information of what she is doing to the committee so that she can keep the committee informed as to what she is doing, receive feedback, and will provide updates on this project.

No questions were brought forward.

Discussion Regarding the Two (2) Police Officer Positions Approved by HR Committee April 2025 and One (1) Police Officer Position Approved April 2025.

Chief Barnes said that it is his fault that this item was not brought forward sooner. Barnes talked about the positive impact that the two Police Officer positions have had on the downtown and support by residents and business owners, as well as the assistance that some people have been able to receive as a direct result of the officers working with them. Barnes said that he is hopeful the department will receive foundation funding that will cover 50% of the cost for these positions.

Tierney asked if two officers will still be needed when Bridge Street Mission opens for the unhoused or if one officer would be enough. Barnes said that what the community really needs is 6-8 officers at this point, and that the current officers may need to expand their area to include the west side. Barnes said that he will continue to evaluate and make necessary adjustments to provide the best service. Tierney asked if these positions would be part of the referendum; Barnes said no.

Henke brought up that the agenda item mentions three positions and asked if they are talking about two positions or three positions. Barnes explained that the expectation and decision from committee was that the one officer who was hired to cover an officer on military deployment would be a

DRAFT

replacement for the next department vacancy. Henke then asked if the proposed budget covers one officer and money is needed for the second; Barnes said yes and that he is hoping to secure funding for the second position.

McElhaney said that this is a discussion only item and asked if anyone had any other questions. No further questions were brought forward.

Adjournment.

Motion by Tierny to adjourn. Second by Martens. Meeting was adjourned.

Rebecca McElhaney
Human Resources Committee, Chair

Video available: <https://www.youtube.com/watch?v=xkWoGL6aN4I>

Human Resource Committee Packet

October 2025

Agenda Item
Request reclassification of Senior Human Resources Generalist to Assistant Human Resources Director
Background
The Human Resources Department is in need of building out department staff to fulfill the growing needs of the City of Wausau. The salary grade will go from Grade 15 MIN \$60,070 MID \$76,086 MAX \$90,064 to Grade 12 MIN \$70,033 MID \$88,712 MAX \$105,081 Funded by Vacancy Savings
Fiscal Impact
None
Staff Recommendation
Discussion and possible action to reclassify the Senior Human Resources Generalist to an Assistant Human Resources Director
Staff contact: Lisa Nowak (715-261-6634)



JOB DESCRIPTION

Assistant HR Director

Job Title:	Assistant Human Resources Director	Reports To:	Director-Human Resources
Department:	Human Resources	FLSA Status:	Exempt
Division:	Human Resources	EEO Code:	2-Professionals
Salary Grade:		Job Code:	
Employee Group:	General Employee	Training Category:	
Created:	July 8 2025	Last Revision:	

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The Assistant HR Director will be responsible for numerous functions within the Human Resources Department to ensure compliance with federal, state and local laws, codes, statutes and regulations related to employment policies, procedures and benefit processing and administration. Assists the Human Resources Director with labor relations and negotiations activities. Provides guidance to City and HR Staff as needed.

Supervisory Responsibilities

This position has no direct supervisory responsibilities but does serve as a coach and mentor for other positions in the department.

Essential Duties and Responsibilities

- Provides guidance and support as a city leader on employee relations issues, City policies and best practices, and represents the Human Resources Director at meetings and functions in their absence.
- Develops, coordinates and manages Workers Compensation program, Unemployment Compensation, representing the city at unemployment compensation hearings.
- Responsible for HRIS updates and HR compliance reporting on a monthly, quarterly and annual basis.
- Responsible for the reporting and administration of benefits offerings including health, dental, vision, Employee Assistance Program, and assists employees in resolving salary and benefits issues. Prepares and processes COBRA and WRS documentation for active, terminated, and retired employees.
- Interprets and administers various leave of absence programs, including Family Medical leave (FMLA) program for employees.
- Coordinates the Request for Proposal process and operates as the Custodian for Open Record and general record requests.
- Partners with various departments to ensure Safety and Loss Prevention programs and procedures are administered in compliance with OSHA and Wisconsin Department of safety and Professional Services regulations.
- Frontline point of contact regarding union administration and policy adherence, processing MOU's, developing labor negotiation proposals and comparable data.

- Assists in the design, implementation, and monitoring of effective recognition, development and training programs city-wide. Organizes and is responsible for the City's Employee Engagement Committee.
- Provides insights and makes recommendations to compensation plan, annual review process, aligning compensation with key workforce priorities.
- Provides management with advice on

Additional Duties and Responsibilities

- Performs various duties and special projects as assigned.

Education and Experience Requirements

- Bachelor's degree in Human Resources, Business, Public Administration or related field; and
- Eight (8) or more years of progressive, related Human Resources experience; or
- A combination of education and experience that provides equivalent knowledge, skills, and abilities may be considered.

Preferred Qualifications:

- Human Resources experience in Municipalities or Public Administration
- SHRM-CP / PHR / NPELRA or other HR Designation / Certification

Knowledge, Skills, and Abilities

- Strong organizational, communication and interpersonal skills are essential with the ability to communicate orally and in writing with Mayor, City employees, City Council members, insurance company representatives, retirement system personnel, Worker's Compensation and Unemployment Agency personnel, job applicants and new employees.
- Maintain high level of professionalism, confidentiality, and customer service.
- Establish and maintain effective working relationships with co-workers, supervisors, and elected officials.
- Ability to work with mathematical concepts such as percentages, fractions, decimals volumes, ratios, and basic descriptive statistical reports including probability and statistical inference.
- Ability to use functional reasoning and apply rational judgment in performing diversified work activities.
- Ability to exercise judgment, decisiveness and creativity in situations involving a variety of predefined duties subject to frequent change.
- Technology literacy and experience working with human resource information systems and databases with proficiency in using Word, Outlook, PowerPoint, and Excel are required. Experience with advanced reporting software is beneficial.

Physical and Working Environment

Normal office working conditions within minimal exposure to disagreeable elements.

Normal mental and visual attention is required. Light physical demands to include bending, twisting, turning, and light lifting. Limited exposure to workplace hazards.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

DRAFT

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approving Agreement for the Management and Maintenance of a Stormwater Facility (1000 McDonald Street LLC – 1000 McDonald Street and 1339 Curling Way)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 25-1008

Date Introduced: October 28, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, 1000 McDonald Street LLC is proposing improvements at 1000 McDonald Street and 1339 Curling Way, which includes expansion to the yard, a salt shed, access relocation and parking lot improvements; and

WHEREAS, to ensure properly functioning post-development stormwater facilities year after year, a maintenance agreement is required to ensure the owner inspects and maintains the stormwater facilities on a biennial basis; and

WHEREAS, your Infrastructure and Facilities Committee met on October 9, 2025 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for 1000 McDonald Street LLC, for stormwater facilities on their properties at 1000 McDonald Street and 1339 Curling Way.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the Agreement, a copy of which is attached hereto and incorporated herein by reference, and the agreement is to be recorded in the office of the Marathon County Register of Deeds.

Approved:

Doug Diny, Mayor

Date of Meeting: October 9, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Lori Wunsch

CONSENT AGENDA

A. Approve minutes of the September 11, 2025 meeting

B. Action on Stormwater Maintenance Agreement with 1000 McDonald Street LLC at 1000 McDonald Street and 1339 Curling Way

Watson moved to approve the consent agenda. Seconded by Neal and the motion passed 5-0.

DRAFT

AGENDA ITEM
Action on Stormwater Maintenance Agreement with 1000 McDonald Street LLC at 1000 McDonald Street and 1339 Curling Way
BACKGROUND
Revi Design is proposing improvements to their existing headquarters which include an expansion to the yard, a salt shed, access relocation and parking lot improvements. The improvements will occur on two lots located at 1000 McDonald Street and 1339 Curling Way. Stormwater Management requirements will be achieved utilizing vegetated swales and an infiltration basin to control stormwater volume and remove the solids from the site. To ensure properly functioning post-development stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

Document No.	AGREEMENT Document Title
AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY THIS AGREEMENT made this <u>18</u> day of <u>September</u>, 202<u>5</u> by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and <u>Rev. Design</u>, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER"; WITNESSETH: WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and	
Recording Area	
Name and Return Address City of Wausau Engineering Dept. 407 Grant Street Wausau, WI 54403	
PIN:	

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: revi Design / Dave Sether

By: [Signature]

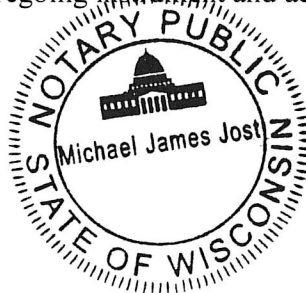
CITY OF WAUSAU:

By: _____
Doug Diny, Mayor

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 18 day of September, 2025, the above-named Dave Sether and _____ of revi Design, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



[Signature]
Notary Public, Wisconsin
My commission: April 23rd 2028

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Doug Diny, Mayor, and Kaitlyn Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

This instrument was drafted by the Engineering Department, City of Wausau, 407 Grant Street, Wausau, WI 54403.

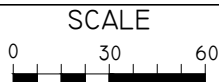
DRAWING FILE: P:\6000-6099\6015D - REV YARD EXPANSION - 1000 McDONALD STREET - CITY OF WAUSAU - MARATHON COUNTY\DRAWING\FIGURES & EXHIBITS\6015D-LTMA-EXHIBIT A.DWG LAYOUT: EXH A
PLOTTED: JUN 11, 2025 - 10:11AM PLOTTED BY: GREGW

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**



DATE	ISSUANCE	BY	CHKD

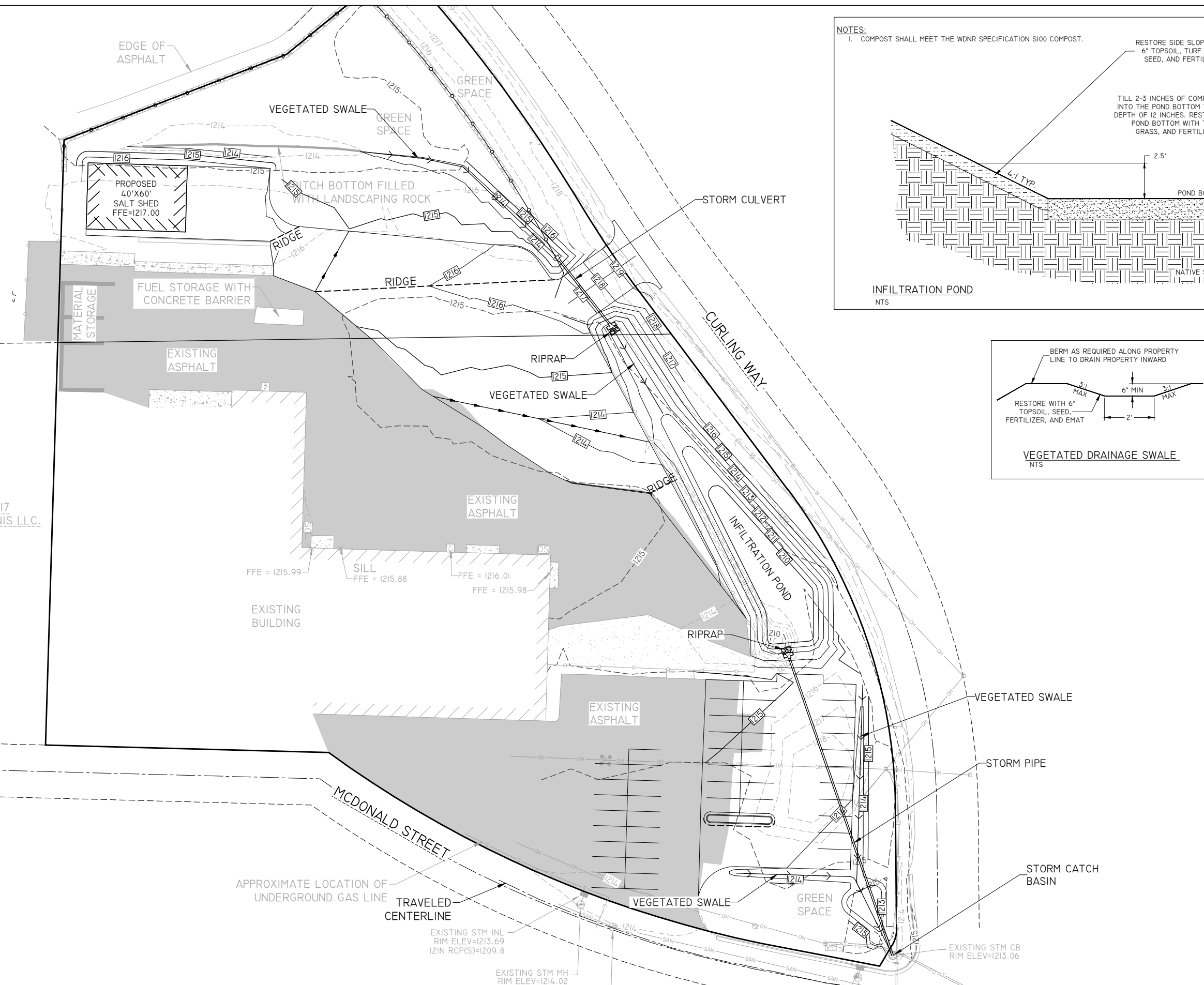
SURVEYED BY: AJB
SURVEY CHKD BY: JWP
SURVEY APVD BY: JWP

DESIGNED BY:
CIVIL CHKD BY:
CIVIL APVD BY:

SURVEY DATE: 4-9-2025
CIVIL DATE: 6-11-2025
DRAWN BY: GSW

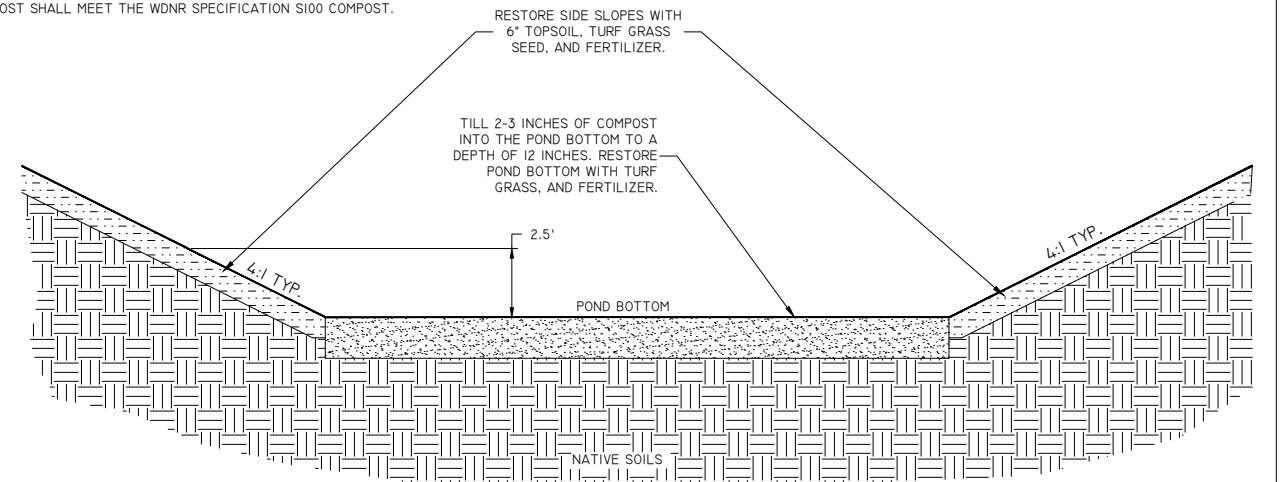
EXHIBIT A; GRADING AND DRAINAGE
REVI YARD EXPANSION
1000 McDONALD STREET
WAUSAU, WI 54403

REI
REI No. 6015D
SHEET EXH A

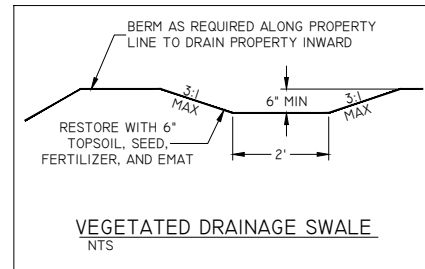


NOTES:

1. COMPOST SHALL MEET THE WDNR SPECIFICATION S100 COMPOST.

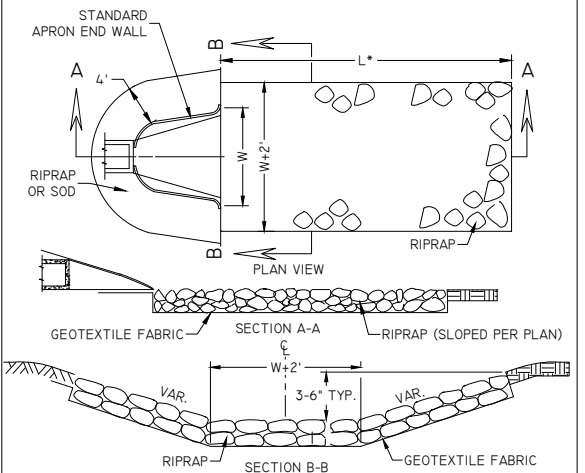


INFILTRATION POND
NTS



VEGETATED DRAINAGE SWALE
NTS

* L = 3 TIMES DIAMETER (NOR.) OR 10' MIN. OR AS DIRECTED BY THE ENGINEER



MINIMUM RIPRAP THICKNESS LIGHT RIPRAP = 12 INCHES MEDIUM RIPRAP = 18 INCHES HEAVY RIPRAP = 24 INCHES	AVERAGE DIMENSION RANGES FOR EACH RIPRAP GRADE					IN-PLACE VOLUME OF STONES
	EX-LIGHT RIPRAP (INCH)	LIGHT RIPRAP (INCH)	MEDIUM RIPRAP (INCH)	HEAVY RIPRAP (INCH)	EX-HEAVY RIPRAP (INCH)	
	>10	>16	>20	>25	>30	0%
	7 - 9	11 - 13	14 - 16	18 - 20	22 - 25	10% - 14%
	5 - 7	9 - 11	11 - 14	14 - 18	18 - 22	15% - 21%
	2 - 5	4 - 9	5 - 11	6.5 - 14	8 - 18	20% - 28%
	<2	<4	<5	<6.5	<8	5% - 7%
	<1	<1	<1	<1	<1	2% OR LESS

RIPRAP & GEOTEXTILE FABRIC
NTS

EXHIBIT B
Stormwater Management Facilities Maintenance Schedule & Procedures
For
Revi Yard Expansion
1000 McDonald Street
City of Wausau
Marathon County, WI

Property Legal Description:

Lot 2 of Certified Survey Map Number 19862, recorded as Document Number 1902370, Lot 3 of Certified Survey Map Number 16492, recorded in Volume 76, on Page 141, as Document Number 1639561, all filed in the Marathon County Register of Deeds Office; located in the Northeast 1/4 of the Fractional Northeast 1/4 of Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

Responsible Party: Revi Design

The Owner, their successors, and assigns, shall inspect and maintain the structural and non-structural measures that function to facilitate compliance with stormwater management regulations.

Maintenance Schedule and Procedures:

Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed as follows:

- 1) **DEBRIS:** Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the infiltration pond, vegetated swales, and storm sewer on the site.
- 2) **STORM AND OUTLET STRUCTURES:** Remove accumulated sediment and/or debris from the storm culverts, pipes, and structures on the site.
- 3) **RIPRAP:** Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.
- 4) **VEGETATED SWALES:** Maintain free-drainage within the vegetated swales on the site.
- 5) **MOWING:** Mow the side slopes, swales, and embankments to promote aesthetics and control weed growth and establishment of woody vegetation.
- 6) **INFILTRATION PONDS:** Following rainfall events, verify the ability for the infiltration pond to drain. If standing surface water is regularly present within the facilities following 48 hours of dry weather, the surface soils may need to be loosened or replaced to restore the infiltration rate. Re-seeding or replanting of vegetation may be needed following restoration.
- 7) **SNOW PLOWING:** Do not plow snow into the infiltration pond as this will cause premature failure of the device due to compaction and added sediment.

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 25-0108

Date Introduced: October 28, 2025

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 Financed:	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 September 15, 2025 regular 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 09/15/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
182006	9022 - Public Transport Business	WOLLER, NATHAN	421 N 3RD AVE WAUSAU WI 54401		MIDWEST TAXI LLC			Yes		
217744	9026 - Class I	LEE, BEN	705 S 24TH AVE WAUSAU WI 54401	2025 TURKEY TROT on NOVEMBER 27, 2025 Organized by UNITED WAY OF MARATHON COUNTY						
218062	9027 - Class II	EICHTEN, ALEX	1623 N 3RD AVE WAUSAU WI 54401	SIP & STROLL on 10/04/2025 Organized by WAUSAU RIVER DISTRICT						
217874	9063 - Class "B" Beer	LOPEZ, CAROLINA	5156 ANTON DRIVE FITCHBURG WI 53719		NINA'S GROCERY			Yes		
218057	9066 - "Class C" Wine	SPAETH, LAURA	714 N. 11TH STREET WAUSAU WI 54403		THE STORY CELLAR			Yes		
218079	9069 - Temporary "Class B" (Picnic)	AMBROSE, DONNA	360 GRAND AVE. SUITE 200 360 GRAND AVE. SUITE 200 WI 54403		THE NEIGHBORS PLACE					
218063	9069 - Temporary "Class B" (Picnic)	EICHTEN, ALEX	1623 N 3RD AVE WAUSAU WI 54401		WAUSAU RIVER DISTRICT					
217570	9069 - Temporary "Class B" (Picnic)	HARTKE, THEODORE	225780 RIB MTN DR SUITE 102 WAUSAU WI 54401		EXTRA INNINGS NONPROFIT CORPORATION					
218061	9069 - Temporary "Class B" (Picnic)	LINDER, LUKAS	917 SINGLE AVE WAUSAU WI 54403		WAUSAU AREA CHAMBER OF COMMERCE					



PHS Date 09/15/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
218058	9078 - Amusement Device	,	510 N 17TH AVE, STE A WAUSAU WI 54401		EMERALD NIGHT CLUB					

Total Licenses

1

Kody Hart, Deputy City Clerk



TEL: (715) 261-6616
FAX: (715) 261-6626

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

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

DATE: September 11, 2025 *Updated 10/22/2025

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.

STAFF RECOMMENDATIONS

Approve or deny as indicated on the summary report attached, including those that may be introduced at the meeting. Further summaries on staff recommendations are outlined below.

1. **Approval Recommendation – “Class B” Beer License:**

- **Nina’s Grocery** located at 210 S. 1st Avenue, license applicant Nina’s Grocery LLC, agent Carolina Lopez.

2. **Approval Recommendation – “Class C” Wine License:**

- **The Story Cellar** located at 205 Callon Street, license applicant The Story Cellar LLC, agent Laura D. Spaeth.

3. **Approval Recommendation –Amusement Device:**

- **Emerald Night Club** located at 320 Washington Street, license applicant Emerald Night Club, agent Cole Bruner.

4. **Approval Recommendation – Temporary “Class B” Picnic License:**

- **Celebration of Life/ Car & Bike Show** located at Marathon Park on September 20, 2025 from 7:00 AM to 8:00 PM, license applicant Extra Innings Nonprofit Corporation, agent Theodore Hartke.
- **Sip & Stroll** located at Mulligan – 316 Scott Street, The Chocolate Cafe – 300 N 3rd Street, Forward Beverage – 303 N 3rd Street, The Local – 420 N 3rd Street, Object Homeware – 314 Scott Street, Sweets On 3rd – 615 N 3rd Street, Nicole's Boutique – 620 N 3rd Street, Design Theory 19 – 632 N. 3rd Street, Norwegian Wood – 525 N. 3rd Street, license applicant Wausau River District, agent Alex Eichten.
- **Fun@5** located at 215 N. 3rd Street on October 23, 2025 from 3:00 PM to 5:00 PM, license applicant Greater Wausau Chamber of Commerce, agent Lukas Linder.



- **Empty Bowls Dinner** located at 745 Scott Street on October 18, 2025 from 6:00 PM to 10:00 PM, license applicant The Neighbors' Place, agent Donna Ambrose.
*Approved by PH&S.

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

- **2025 Turkey Trot** starting from the 400 Block/Grand Theater and around the Downtown, Riverlife, and Athletic Park Neighborhoods on November 27th, 2025 from 6:00 AM to 12:00 PM, license applicant United Way of Marathon County, Ben Lee.

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

- **Sip & Stroll** located at Mulligal – 316 Scott Street, The Chocolate Cafe – 300 N 3rd Street, Forward Beverage – 303 N 3rd Street, The Local – 420 N 3rd Street, Object Homeware – 314 Scott Street, Sweets On 3rd – 615 N 3rd Street, Nicole's Boutique – 620 N 3rd Street, Design Theory 19 – 632 N. 3rd Street, Norwegian Wood – 525 N. 3rd Street, license applicant Wausau River District, agent Alex Eichten. *Approved by Council 09/23/2025.

7. **Approval Recommendation – Public Transport Business License:**

- **Midwest Taxi** located at 421 N. 3rd Avenue, license applicant Nathan Woller.

**JOINT ORDINANCE OF PLAN COMMISSION
AND HISTORIC PRESERVATION COMMISSION**

Amending Section 2.82.055 Designation of Eastgate Hall, 1201 Stewart Ave as a Local Historic Landmark.

Committee Action:	Plan Commission: 4-1 (voted to amend designation to include only the stone wing) Historic Preservation: 6-0	Ordinance Number: 61-5997
Fiscal Impact:		

File Number: 25-1005

Date Introduced: October 28, 2025

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

Section 1. That Section 2.82.055 of the *Wausau Municipal Code* is hereby amended to read as follows:

2.82.055 Local Historic Landmarks. The following structure is hereby designated as a local historic landmark:

(38) East Gate Hall (stone wing only), 1201 Stewart Ave, PIN: 291.2907.352.0998

The Northwest quarter (NW ¼) of the Northwest quarter (1/4) and the North eighty (80) feet of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) of Section Thirty-five (35) all in Township Twenty-nine (29) North of Range Seven (7) East, excepting the right-of-way of the Chicago & Northwestern Railway Company, and that portion of said land lying South of said right-of-way.

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

Section 3. Severability. In the event any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, City Clerk

HISTORIC PRESERVATION COMMISSION

Time and Date: The Historic Preservation Commission met on Wednesday, August 17, 2025, at 4:00 p.m. in the Council Chambers of Wausau City Hall.

Members Present: Kevin Crooks, Blake Opal-Wahoske, Christine Martens, Steven Miller, Linda Tryczak and Patrick Bacher

Staff Present: Brad Lenz,

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

Assistant Chairperson Kevin Crooks called the meeting to order at approximately 4:00 p.m. noting that a quorum was present.

Approve meeting minutes for July 30, 2025

Motion by Martens to approve the minutes and seconded by Miller. Approved 6-0

PUBLIC HEARING: Discussion on potential landmarking of Irving School at 833 S 3rd Avenue

Crooks opened the public hearing.

Crooks closed the public hearing.

Discussion and Possible Action on potential landmarking of Irving School at 833 S 3rd Avenue

Brad Lenz shared that he received communication from the building owner and the owners would prefer to not have the building designated as a historic landmark. Crooks reminded the commission that late Alder Gisselman shared at the previous Historic Preservation meeting that the commission didn't usually landmark buildings if the owner was opposed to it. Crooks doesn't believe that this should be a policy of the commission and it can be appropriate to make the designation even when opposed by the property owner. Miller agrees. Lenz reviewed the designation criteria with the commission. Crooks commented that he believes the property meets multiple criteria, Martens agrees.

Motion Martens by seconded by Tryczak. Approved 6-0

PUBLIC HEARING: Discussion on potential landmarking of East Gate Hall in Marathon Park

Crooks opened the public hearing.

Crooks closed the public hearing.

Discussion and Possible Action on potential landmarking of East Gate Hall in Marathon Park

Crooks inquired if staff had heard any further comments from the property owner, Marathon County. Lenz shared that no other comments had been received outside of those made at the last commission meeting.

Motion Martens by seconded by Bacher. Approved 6-0

Next Meeting Date

Wednesday, September 24, 2025 at 4:00pm

Adjournment

Motion by Tryczak, second by Opal-Wahoske. Approved 6-0 Meeting adjourned at 4:14 p.m.

MINUTES

Plan Commission Meeting

Date / Time: Tuesday, September 16, 2025, at 5:00 P.M. | **Meeting called to order by** Mayor Diny at 5:03 P.M.

In Attendance

Members Present: Mayor Doug Diny, Eric Lindman, Sarah Watson, Bruce Bohlken, Andrew Brueggeman, Lou Larson (5:24pm)

Staff Present: Brad Lenz, Carrie Edmondson, Shahn Kariger

Others Present:

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 2 – Discussion and possible action on landmarking Eastgate Hall (Marathon Park) (Historic Preservation)

Parks Director Polley referenced her letter to the commission supporting a landmarking of the original stone wing of the building but not the entirety of the building. Mayor Diny asked how one part of the building could be designated but not the whole building. Polley clarified that they are two separate parts with separate entrances and uses but are connected into one structure. There was a question from the commission on how this designation would affect the Westside Master Plan. Polley noted that the changes laid out in the plan have already been made to the building.

Motion by Watson, second by Bohlken to amend the landmarking designation to the stone wing only. **Motion carried 4-1.**

Motion by Bohlken and seconded by Watson to recommend the landmarking of Eastgate Hall as amended. **Motion carried unanimously 4-1.**



Memorandum

From: Brad Lenz
To: Plan Commission
Date: September 16, 2025
Subject: Historic Landmark Designations – Eastgate Hall and Irving School

The Historic Preservation Commission held public hearings in August for the designations of two properties: Eastgate Hall in Marathon Park and the former Irving School at 833 S. 3rd Avenue. The commission found both properties to be historically significant and recommended moving forward with landmark designation.

While no one expressed verbal opposition at the public hearing, representatives of each property expressed written concerns. Both of those letters are attached.

The next step in the landmarking process is for Plan Commission to review the recommendation from the Historic Preservation Commission, and forward its own recommendation to the Common Council for consideration. Per Wausau Municipal Code 2.82.050(b)(3), the Plan Commission shall consider the following factors in formulating a recommendation:

- (A) Will the designation of the property as a landmark or historic site interfere with the orderly, coordinated, and harmonious development of the city;
- (B) Will the designation of the property as a landmark or historic site conflict with parts of the master plan, official map or redevelopment plans;
- (C) Will the designation of property as a landmark or historic site promote the general public health, safety and general welfare.

Based on these criteria, staff recommends approval of the landmark designations by the Plan Commission. The comprehensive plan acknowledges the value of preserving the city's history. Also, Wausau's municipal code (2.82.010) states that it is a matter of public policy that the protection, enhancement, perpetuation and use of buildings of special architectural character or special historical interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people.

PROPERTY RECORD
1201 STEWART AVE
Architecture and History Inventory



NAMES

Historic Name: **Marathon Park - Youth Building**
Other Name: **Marathon County Fairgrounds**
Contributing: **Yes**
Reference Number: **51402**

PROPERTY LOCATION

Location (Address): **1201 STEWART AVE**
County: **Marathon**
City: **Wausau**
Township/Village:
Unincorporated Community:
Town:
Range:
Direction:
Section:
Quarter Section:
Quarter/Quarter Section:

PROPERTY FEATURES

Year Built: **1939**
Additions:
Survey Date: **19832013**
Historic Use: **recreational building/gymnasium**
Architectural Style: **Other Vernacular**
Structural System:
Wall Material: **Granite Stone**
Architect:
Other Buildings On Site: **Y**
Demolished?: **No**
Demolished Date:

NATIONAL AND STATE REGISTER OF HISTORIC PLACES

National/State Register Listing Name: **Not listed**
National Register Listing Date:
State Register Listing Date:

NOTES

Additional Information:

Bibliographic References: Marathon County Historical Society History Files.

RECORD LOCATION

Wisconsin Architecture and History Inventory, State Historic Preservation Office, Wisconsin Historical Society, Madison, Wisconsin

Have Questions?

If you didn't find the record you were looking for, or have other questions about historic preservation, please email us and we can help:

leah.penzkover@wisconsinhistory.org

RESOURCE DESCRIPTIONS

About the National Register and State Register of Historic Places

All Wisconsin National Register of Historic Places listings are searchable on our website.

About Our Wisconsin Architecture and History Inventory (AHI)

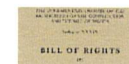
Search digital records on more than 153,000 historic buildings, structures and objects throughout Wisconsin.

RELATED ARTICLES

Is Your Property Eligible for the National Register or State Register of Historic Places?

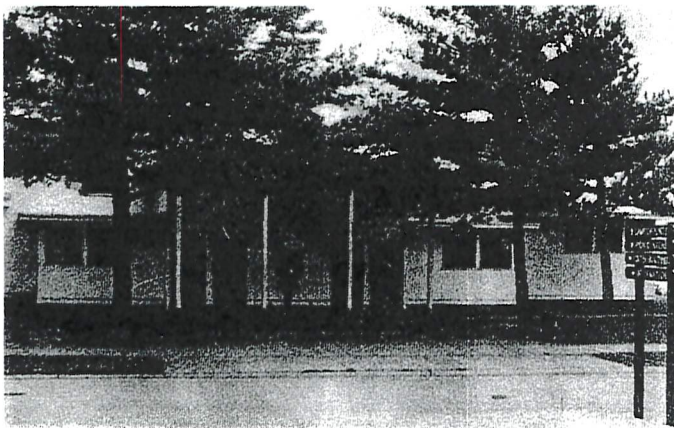
Eligible properties must retain the essential physical appearance of the period in which they were important, and meet one of four criteria.

Related products from our Online Store:

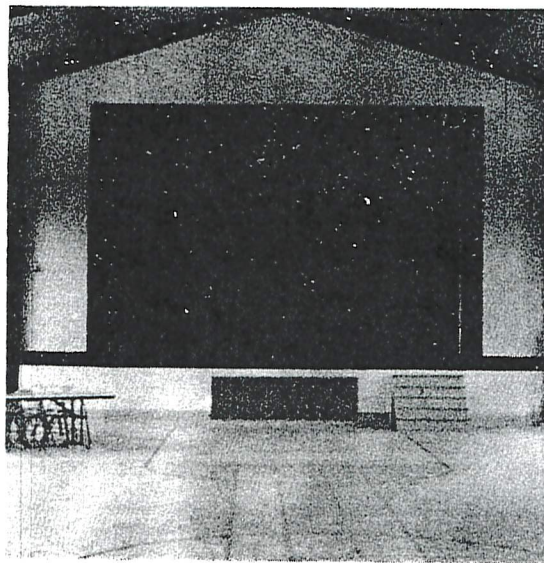


MARATHON COUNTY PARK SYSTEM

MARATHON PARK YOUTH BUILDING AND STONE WING



Park Department, Courthouse,
Wausau, Wisconsin 54401
Telephone Area Code 715 - 842 - 0471



The Youth Building Stage

Marathon Park's Youth Building is one of the largest and most versatile public buildings in the City of Wausau. It is spacious (seating 800), heated for year-round use, equipped with toilets, dressing areas and showers, and provided with a stage, sound system, removable tables for dining, and athletic installations for indoor winter sports.

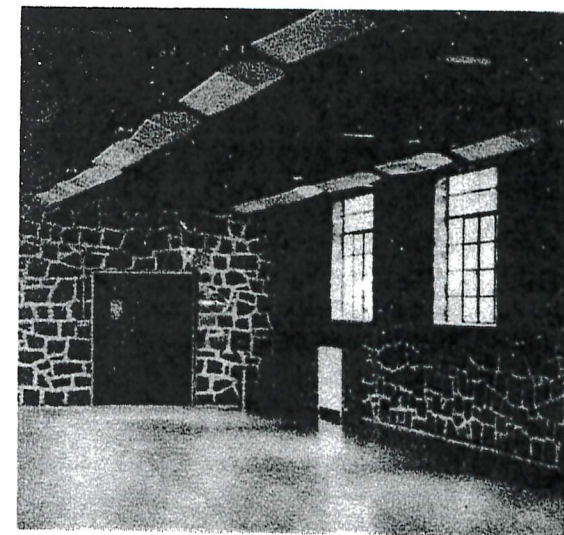
Seating capacity depends on the nature of the event. Sufficient tables are available to seat 500 for dining. Food can be catered in and served from the "wings" on the east or west sides of the main hall, where electrical receptacles, wired for heavy loads, are available to supply food warmers.

Folding chairs for 800 are set up by park personnel for lectures, dramatic productions, movies or concerts. The stage is equipped with overhead lights, movable backdrop and motion picture screen, and two sliding curtains. Drapes are provided for the windows to darken the hall for movies, and a sound system with microphones and podium is available for bands or lectures.

Basketball hoops or volleyball nets are provided during the winter season for athletic programs, while the basement area serves as a locker area for our youth hockey program.

In addition, the building is still widely used for private and public dances, trade shows, fairs, and exhibitions.

The Stone Wing is a large, unfurnished stone-walled structure adjacent to the main hall. It can be rented separately, or used in conjunction with the Youth Building. Chairs and tables can be reserved to furnish the Stone Wing for meetings or similar events.



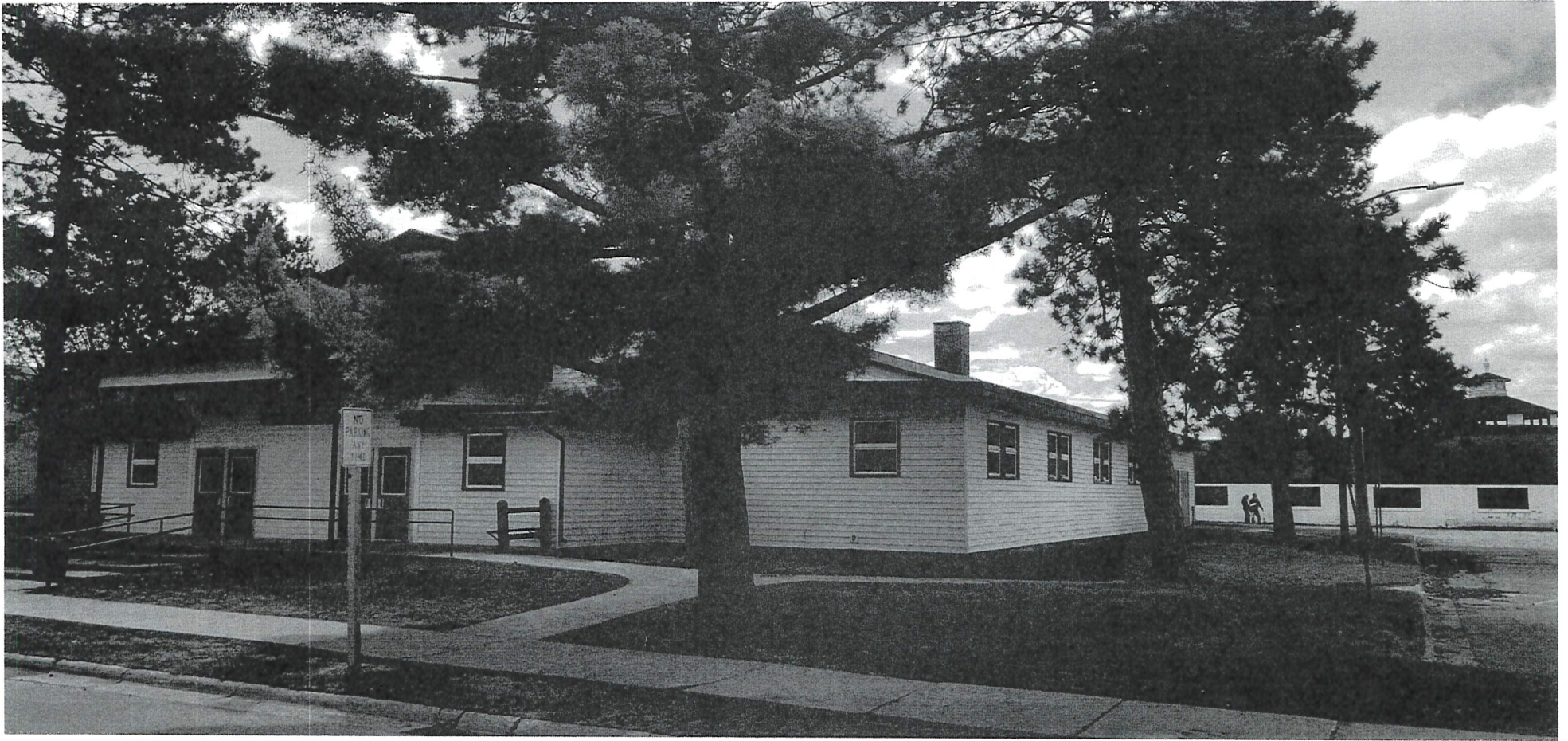
The Stone Wing

Fees for the use of the Youth Building and Stone Wing are dependent on the commercial or non-commercial nature of the event being held. Fees, regulations, and reservations can be obtained by calling our Park Department office in the Courthouse. Reservations are available up to one year in advance of the event. Prepayment, the signing of a use contract, and liability insurance may be required.

Our Marathon Park brochure (P-513) provides additional details about Marathon Park facilities and Youth Building parking.



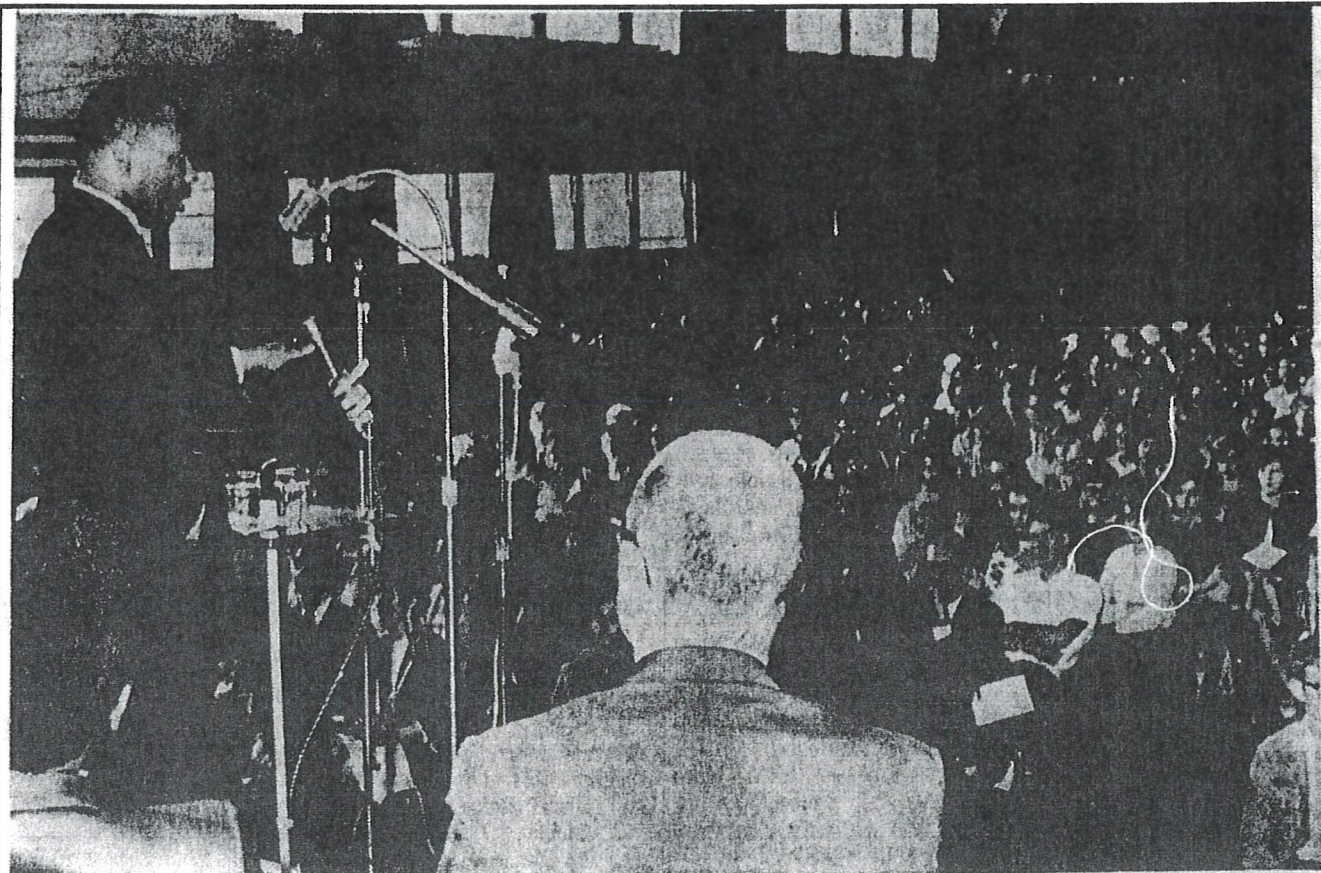




led her son to the east.

TO SUPPLY LABOR—The national youth administration for Wausau and rural Marathon county will supply 700 hours of labor to the 4-H clubs of Marathon county in preparing booths for the 4-H exhibits at the exposition building at Marathon park for the Wisconsin Valley Fair and Exposition and to supply clerks for the judges during the judging of the exhibits. W. H. Thompson, supervisor of the national youth administration in Wausau, and G. F. Riley, supervisor for the county, will be in charge and about thirty boys and girls will compose the crew.

Milwaukee Lawyers File



... R-H Photo by Bob Radunz

DR. KING SPEAKS AT MCUC

More than 1,100 persons gathered at the Youth Building here Friday afternoon to hear Dr. Martin Luther King say the American Negro has gone a long way but has yet a long

way to go. He also defended his peace movement against the Vietnam war.

Supervisors Vote Funds Toward Construction of Four-Unit Youth Center

Site in Marathon Park;
Will Include Dormitory,
Dining Hall and Gym

A National Youth administration center, which will be used for 4-H club activities and other civic enterprises, was a step closer today, following action of the Marathon county board of supervisors yesterday afternoon.

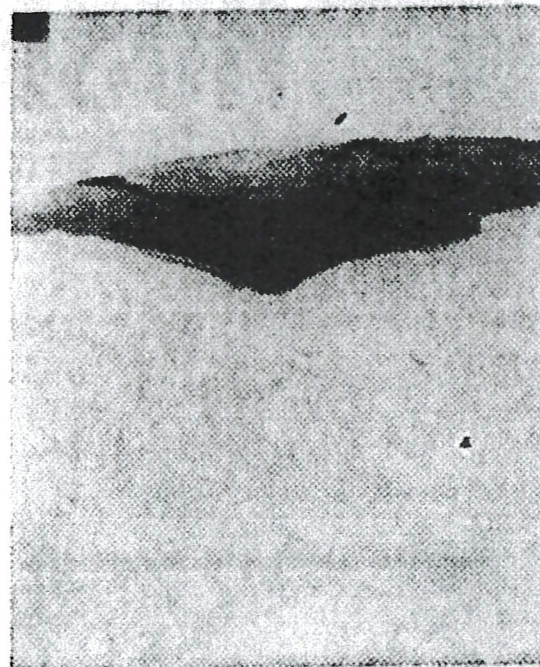
The board appropriated \$32,500 toward the four-unit project, which will cost approximately \$105,000. The NYA will furnish the remainder, it was said.

Replaces WPA Plans

The NYA center, which will be built in Marathon park, replaces plans for a youth building that was to be partly financed through a WPA project.

Last spring the county board appropriated \$23,000 toward a youth building, expecting the WPA would come through with a \$15,000 grant. This structure was to be a large, arena-type building, which could be used as an exhibition building for 4-H club members during the Wisconsin Valley Fair and Exposition and as a convention hall and an indoor hockey rink during the remainder of the year.

William H. McNeight, town of

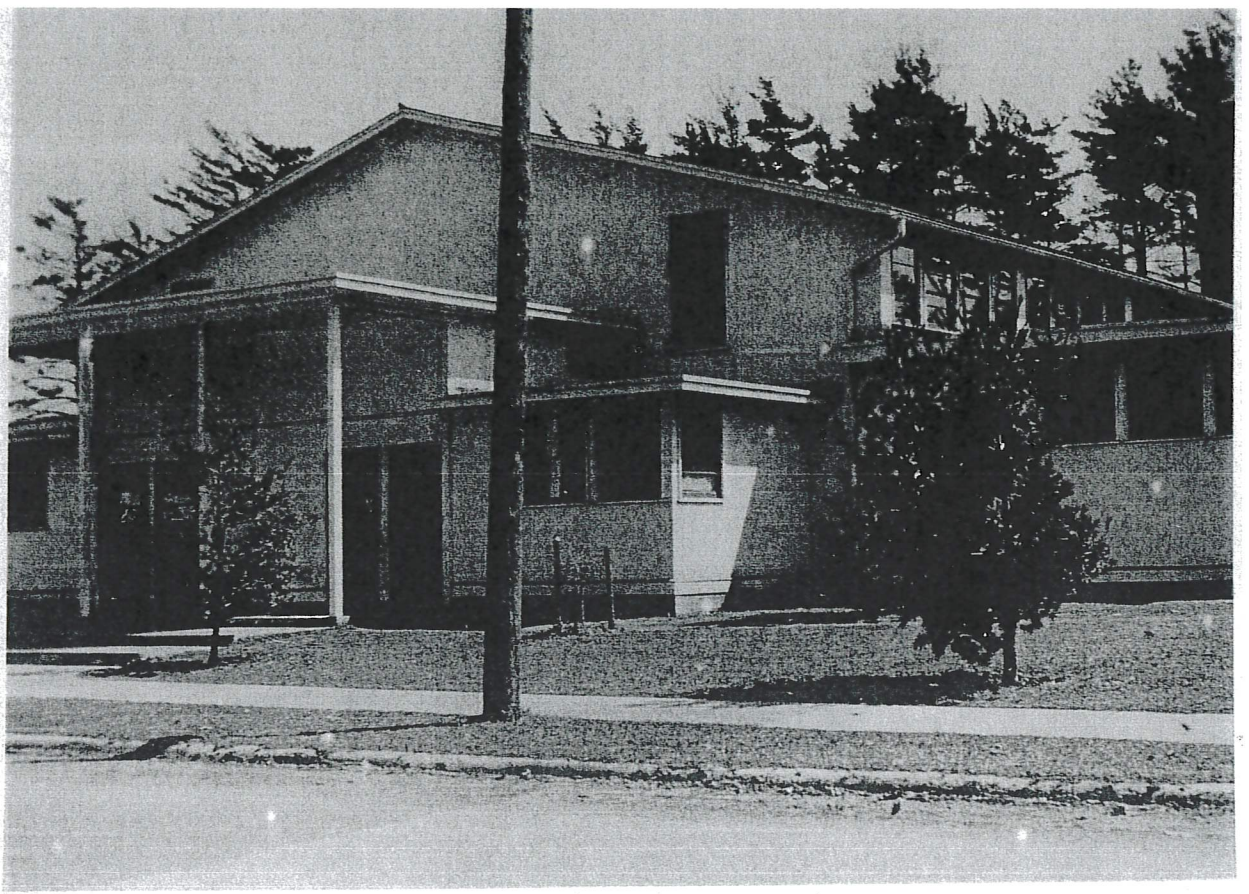


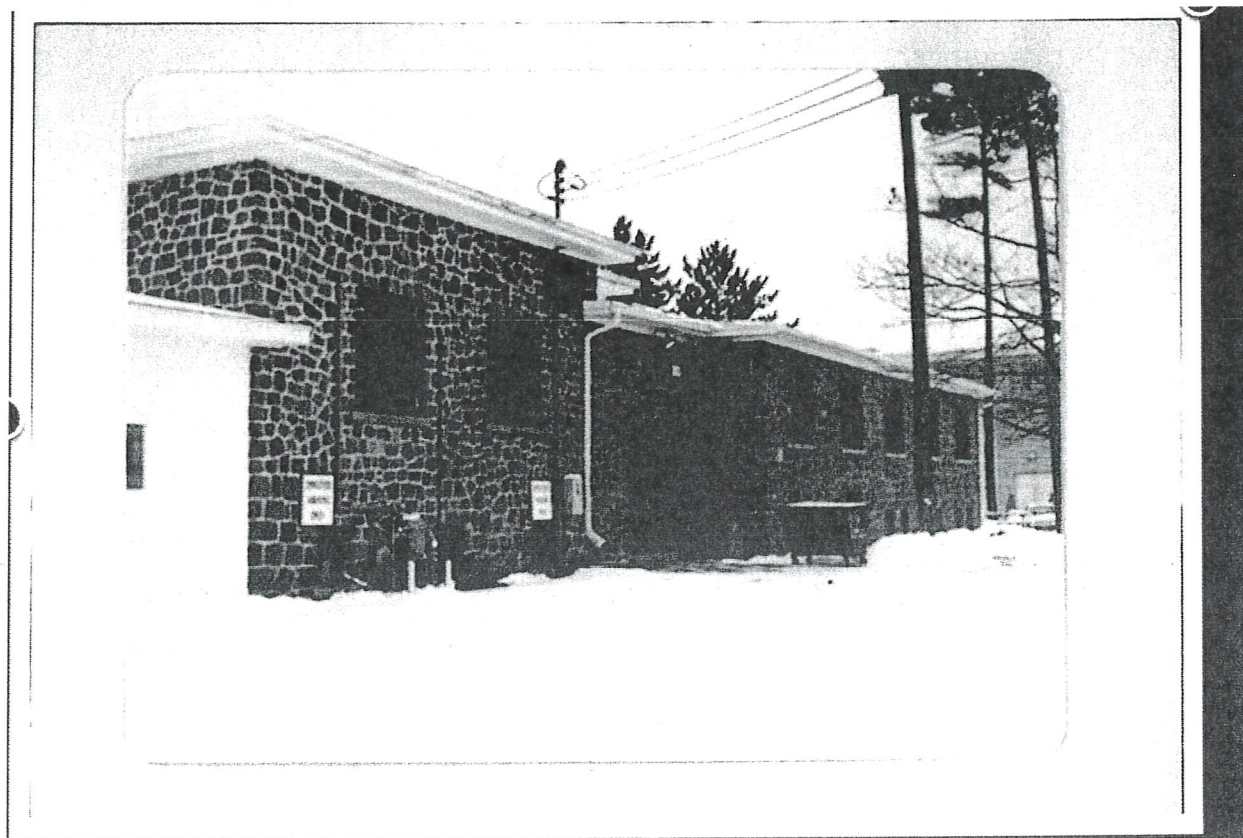
SNOW TRAPS CARS IN MINNESOTA
drifts in Minnesota's first blizzard of
munities. Over the mid-west, 18 duc

Armed Br To Death

C D 11











City of Wausau Plan Commission
407 Grant Street
Wausau, WI 54403

Re: Historic Designation of Eastgate Hall

Dear Members of the Plan Commission,

On behalf of Marathon County, I am writing to provide clarification and a formal request regarding the proposed historic designation of Eastgate Hall at Marathon Park.

Specific Request

Marathon County respectfully requests that, should the City of Wausau seek to designate Eastgate Hall as a local historic landmark, the city limit the historic designation to the stone wing of the facility.

Background and Rationale

Eastgate Hall consists of two distinct sections: the main building and the attached stone wing. The main building, while similar in character to its original construction, has undergone significant changes over the years. In contrast, the stone wing—constructed by the National Youth Administration—remains unchanged and features original stonework consistent with other historic features throughout the park. Both sections of Eastgate Hall were utilized by Dr. Martin Luther King Jr. during his 1967 visit to Wausau, underscoring the cultural and historical importance of the facility.

Following careful consideration, the Marathon County Park Commission voted on July 29, 2025, to recommend to the City of Wausau that only the stone wing of Eastgate Hall be designated as a local historic landmark. The County's Human Resources, Finance and Property Committee reaffirmed this recommendation on August 26, 2025. Unfortunately, due to timing, County staff were unable to submit these actions prior to the Historic Preservation Commission's public hearing on August 27, at which time the Commission recommended designating the entire building.

We respectfully ask the Plan Commission to reconsider this matter and, if historic designation is deemed appropriate, to limit that designation to the stone wing only. This approach ensures recognition and protection of the most historically significant and intact portion of Eastgate Hall, while also providing flexibility for the County to meet community needs and manage the altered main section of the facility in a practical and sustainable way.

Thank you for your consideration of this request and for your continued efforts to preserve Wausau's heritage while balancing the operational and community needs of our public facilities. Please feel free to contact me with any questions or if additional information would be helpful.

Sincerely,

Jamie Polley

Jamie Polley, Director of Wausau/Marathon County Parks, Recreation & Forestry Department

Cc: Lance Leonhard, County Administrator
Doug Diny, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2025 Budget Modification for the Preparation of the Remedial Action Option Report for the 1300 Cleveland Avenue Property, Wisconsin Department of Transportation Brts#02-37-58708.

Committee Action: Approved 3-0

Fiscal Impact: \$17,500

File Number: 24-1109R

Date Introduced: October 28, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Environmental Fund Reserves</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$17,500</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City of Wausau has worked cooperatively with the Wisconsin Department of Natural Resources (WDNR) to prepare a Site Investigation Workplan (SIWP) to identify contamination, characterize the ground water and complete a Site Investigation Report (SIR) for the WDNR documenting the site investigation results of the identified BRRTS site at 1300 Cleveland Avenue; and

WHEREAS, GEI Consultants (GEI) was hired, through competitive procurement, by the City in October 2020 to complete the site investigation work and other necessary work to move this site to closure with under the NR 700 process;

WHEREAS, GEI prepared and submitted the SIWP to the WDNR on April 14, 2021;

WHEREAS, GEI completed and submitted the SIR to the WDNR in February 2022;

WHEREAS, the WDNR in August 2022 requested groundwater sampling for PFAS;

WHEREAS, GEI completed PFAS sampling on December 20, 2022 and submitted the PFAS results to the WDNR on February 10, 2023;

WHEREAS, the WDNR on March 6, 2023 requested an additional round of groundwater sampling for PFAS;

WHEREAS, GEI completed the additional round of PFAS sampling as requested by the WDNR

on April 24, 2023 and submitted the results to the WDNR on June 21, 2023;

WHEREAS, the WDNR on September 25, 2023 requested additional offsite PFAS testing;

WHEREAS, GEI prepared and presented the SIR and comprehensive investigation of the site to the City Council on December 19, 2023 and WDNR representative was also present to answer questions;

WHEREAS, GEI prepared and submitted a proposal on January 29, 2024 to complete additional off-site groundwater sampling for PFAS as requested by the WDNR;

WHEREAS, the WDNR concurred with the proposed locations of the additional groundwater sampling for PFAS;

WHEREAS, GEI completed the additional well installations and conducted two rounds of additional PFAS groundwater sampling in July through September 2024;

WHEREAS, GEI prepared and submitted an updated status report on the additional PFAS sampling to the WDNR on March 12, 2025;

WHEREAS, the WDNR on July 16, 2025 concurred with GEI and City findings that no further PFAS assessment is warranted and that the site investigation is complete and directed the City to begin preparation of a Remedial Action Options Report (RAOR);

WHEREAS, the City received an Amendment #5 proposal on August 21, 2025 from GEI to prepare remedial options with budget costs, present the remedial options to the City Council and prepare an RAOR for the WDNR for review and approval; and

WHEREAS, your Finance Committee, at their September 23, 2025 meeting, voted to approve the resolution adopting the budget modification for Amendment #5 from GEI for an estimated cost of \$17,500 as recommended below;

101 General Fund, 53102 Eng Section Cost Center, Spend Cat 52150 Arch Eng & Plan Service \$17,500
228 Env Cleanup Fund, 53681 Env Service Cost Center, Spend Cat 52192 Other Prof Services -\$17,500; and

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 modify the 2025 Budget as outlined above.

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, October 14, 2025, at 5:15 p.m., Council Chambers

Finance Committee Members Present: Michael Martens (C), Sarah Watson, Chad Henke

Finance Committee Members Excused: Vicki Tierney (VC), Becky McElhaney

Economic Development Committee Members: Carol Lukens (C), Chad Henke (VC), Tom Neal

Economic Development Committee Members Excused: Terry Kilian, Vicki Tierney

Others Present: Eric Lindman, Tammy Stratz, MaryAnne Groat, Jon Trautman, Stuart Randall, Mark Craig, Randy Fifrick

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action approving budget modification for an amendment with GEI Consultants for Environmental Consulting Services for the former Wausau Business Incubator site at 1300 Cleveland Ave, WDNR BRRS# 02-37-587081.

Motion by Watson, seconded by Henke, to approve. Motion carried 3-0.



Dept. of Public Works & Utilities

Eric Lindman, P.E.
Director of Public Works & Utilities

TO: Finance Committee & City Council

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: September 23, 2025

SUBJECT: Budget Modification – GEI Environmental Consultants

GEI Consultants has been the City's Environmental Consultant since 2020 completing the environmental testing and contamination identification for 1300 Cleveland Ave. The testing and identification process of the environmental clean-up process has been determined to be completed by the WDNR and the next steps are to prepare the Remediation Action Operation Report (RAOR) for the WDNR to review and approve.

The RAOR will establish the method/process the City is proposing to complete in order to receive closure on the site from the WDNR. Attached is the proposed costs for this next phase of the project and am asking for approval to move forward with GEI Consultants. The proposed costs include a presentation to the City Council to discuss options for the RAOR to get the site to closure and to generally answer questions. Based on the feedback from the council the RAOR will be prepared and submitted to the WDNR.

Below is a history of the contract costs with GEI Consultants for the project to date including this proposed amendment. Also included below are the total amounts invoiced to date for the work that has been completed.

GEI Environmental Consulting Services - 1300 Cleveland Ave

Contract	Scope of Work	Date	Amount
Original	Environmental Soil & Groundwater Testing	9/29/2020	34,700.00
Amendment 1	Prepare Site Investigation Workplan	2/3/2021	8,268.00
Amendment 2	Initial Site Investigation Services	7/15/2021	98,500.00
Amendment 3	Supplemental Site Investigation & EPA Grant	10/26/2022	33,800.00
Amendment 4	Supplemental Site Investigation - PFAS Assessment	4/29/2024	46,500.00
Total Approved =			221,768.00
Amendment 5	Prepare Possible Remedial Actions and RAOR	4/29/2024	17,500.00
Total Approved & Proposed =			239,268.00

**GEI Environmental Consulting Services -
1300 Cleveland Ave**

Date	Amount
11/17/2020	\$27,900.00
12/14/2020	\$6,062.63
1/21/2021	\$737.37
3/15/2021	\$5,075.91
4/21/2021	\$3,192.09
9/21/2021	\$45,427.98
10/20/2021	\$28,638.75
11/19/2021	\$10,446.25
12/23/2021	\$3,262.97
1/18/2022	\$894.00
2/14/2022	\$9,827.75
5/23/2022	\$2,161.04
11/22/2022	\$298.00
12/13/2022	\$1,821.00
1/20/2023	\$2,631.87
2/21/2023	\$775.00
3/23/2023	\$3,668.31
5/22/2023	\$2,191.94
6/23/2023	\$2,503.96
7/25/2023	\$2,362.75
10/20/2023	\$436.00
1/21/2024	\$3,884.88
2/16/2024	\$430.00
6/20/2024	\$1,566.00
7/16/2024	\$1,211.00
8/12/2024	\$2,960.05
9/12/2024	\$8,634.34
10/16/2024	\$5,150.75
12/16/2024	\$3,310.10
1/20/2025	\$5,788.65
3/19/2025	\$895.00
4/23/2025	\$3,513.00
8/11/2025	\$520.50
Total Invoiced =	\$198,179.84

Consulting
Engineers and
Scientists

August 21, 2025

Mr. Eric Lindman
Director of Public Works & Utilities
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

**Re: Proposal for Environmental Consulting Support
Wausau Business Incubator (Former)
1300 Cleveland Avenue, Wausau, WI 54403
WDNR BRRTS# 02-37-587081**

Dear Eric,

GEI Consultants, Inc. (GEI) has prepared this proposal to outline a scope, cost, and schedule for providing additional environmental consulting support to the City of Wausau (City or Client) for the Wausau Business Incubator (Former) site at 1300 Cleveland Avenue in the City of Wausau, Marathon County, Wisconsin (the “site”). The site is being investigated under the Wisconsin Department of Natural Resources’ (WDNR’s) Bureau for Remediation and Redevelopment Tracking System (BRRTS) No. 02-37-587081. GEI recently completed a supplemental assessment of groundwater quality at the site for per-and polyfluoroalkyl substances (PFAS) required by the Wisconsin Department of Natural Resources (WDNR). Following a review of the PFAS results, the WDNR concluded in an email correspondence from Ms. Jane Gray on July 16, 2025, that the site investigation required under Chapter NR 716, Wisconsin Administrative Code (WAC), is complete and the next action required to pursue regulatory case closure for the site is an evaluation of remedial action alternatives and preparation/submittal of a Remedial Action Options Report (RAOR) in accordance with Chapter NR 722, WAC.

We understand the City has requested a proposal for preparing and submitting a ROAR. However, before preparation of a ROAR, we understand the City has requested that GEI participate in an upcoming City Council meeting to provide an overview of actions completed and costs incurred for site investigation to date, and provide a preliminary, high-level, review of a few possible remedial action alternatives (and associated rough opinions of cost) that may support a non-industrial closure of the regulatory case in advance of site redevelopment. We understand that feedback from City Council members will be considered when selecting the remedial action alternatives that will be presented to the WDNR for consideration in the ROAR submittal.

Scope of Services

Task 1 – Preliminary Evaluation of Remedial Action Alternatives

GEI will review site data and complete a preliminary evaluation of up to four remedial action alternatives for the site. A rough opinion of probable cost for each selected alternative will be

generated. Based on our recent communications, the following baseline assumptions will be used for this preliminary evaluation:

- Remedial actions will be completed to pursue non-industrial closure of the regulatory case.
- Remedial actions will not result in significant changes to existing grades. If an engineered barrier is included as part of an alternative evaluated, an existing soil thickness equal to that of the engineered barrier will be excavated.
- Soil requiring excavation for installation of a soil barrier and/or to access and remove contaminant mass at greater depths will be characterized as a waste.
- Remedial actions will be completed before a site redevelopment plan is approved. Accordingly, consideration of potential cost benefits for integrating remedial actions with future redevelopment activity will not be considered, such as relying on a planned paved parking area as an engineered barrier or adjusting the locations for structures or buried utilities so they would be in less impacted portions of the site.
- Potential long-term operation and maintenance costs associated with evaluated alternatives (repairing pavement cracks, addressing areas of soil erosion, etc.) will not be considered.

Additional alternative-specific assumptions may be integrated into the evaluations completed for this task. Additionally, GEI may correspond with the WDNR Project Manager, Ms. Jane Gray, on what remedial actions would likely be considered acceptable by the WDNR to achieve the City's objectives of a non-industrial closure for the open regulatory case.

Task 2 – Attend City Council Meeting

GEI will prepare visual aids/exhibits for, and provide a brief presentation to City Council during an upcoming council meeting scheduled for September or October 2025. We anticipate our presentation being approximately 10 to 15 minutes long; including a high-level review of investigation activities completed and costs incurred to date, and an overview of the remedial action alternatives preliminarily evaluated and their rough associated costs; and culminating in a brief discussion among/between council members and GEI regarding which presented alternatives (or new alternatives) should be further evaluated and included in the RAOR submittal to the WDNR.

Task 3 – Prepare and Submit a RAOR

GEI will prepare a RAOR in general accordance with WDNR guidance and the requirements of Chapter NR 722, WAC. The ROAR will include a summary of the investigation activities completed and contaminants detected above regulatory standards at the site; statement regarding the objectives of the remedial actions, including the City's current preference for a non-industrial case closure; identification of remedial action alternatives likely to be technically feasible for the site based on the contaminants present, environmental media impacted, site characteristics, and stated objectives for the remedial actions; and an evaluation of selected, technically feasible remedial action alternatives based on several criteria, including long- and short-term effectiveness, implementability, restoration timeline, and economic feasibility. Additionally, the RAOR will include identification and evaluation of engineering controls and continuing obligations that may be appropriate for each alternative. As part of this task, GEI may again correspond with the WDNR on what remedial actions would likely be considered acceptable to achieve the City's objectives.

The draft RAOR will be submitted to the City for review, comment, and selection of the remedial action alternative to be identified as the preferred option in the final edition of the RAOR submitted to the WDNR. We anticipate the City will request a formal response from the WDNR on the RAOR submittal and as such, we have included the associated WDNR review fee in our proposal.

Task 4 – Project Administration & Management

During performance of these services, we anticipate multiple communications with you via email, telephone, and/or virtual meetings may be required to discuss project planning and implementation. We also anticipate that you may request that GEI participate in up to one virtual meeting between the City and WDNR to discuss the remedial approach. Accordingly, in addition to routine project administration and management efforts, we have included up to an additional 2 hours each for Mr. Mike DeBraske (Project Manager) and Mr. Roger Miller (Senior Hydrogeologist) for meetings and follow-up communications.

Project Schedule

We can initiate the services outlined in Task 1 promptly upon receiving formal notice to proceed (NTP) in the form of a signed contract or Purchase Order that references this proposal. We understand you have requested that GEI be prepared to participate in a council meeting currently scheduled for September 23, 2025. We anticipate being able satisfy that request, but appreciate the flexibility of scheduling our presentation in October 2025 instead, should any complications/delays be encountered during performance of these services, including with obtaining feedback from the WDNR on remedial alternatives that may be considered acceptable. We anticipate a draft RAOR being issued for your review within approximately 6 to 10 weeks following completion of Task 2.

Fee and Conditions of Service

We propose to complete these services on a time-and-materials basis in accordance with the terms and conditions previously negotiated between the City and GEI for Phase 2 and Site Investigation services, with the following exception: GEI labor rates for these services will be updated to reflect a current 2025 Fee Schedule. Based on the anticipated level of effort required to complete the services outlined above, we recommend establishing budgets as outlined below.

<u>Item</u>	<u>Estimated Fee</u>
Task 1 (Preliminary Evaluation)	\$ 3,600
Task 2 (Council Meeting/Presentation)	\$ 3,400
Task 3 (RAOR Preparation/Submittal)	\$ 8,700
Task 4 (Project Administration & Management)	\$ 1,800
Total:	\$ 17,500

The attached Table 1 and Fee Schedule outline our estimated effort, expenses, personnel categories, and associated rates associated with these services. It is understood that the expenses, personnel categories, hours, and cost subtotals for each task may vary depending on when we receive NTP and what staff is available at the time these services are completed. However, GEI will not exceed the total estimated fees for these services without first contacting you to explain the need, outline any additional costs, and obtain authorization.

If you have any questions regarding the scope of services, fee, or work schedule as presented herein, please contact us.

Sincerely,

GEI CONSULTANTS, INC.



Michael L. DeBraske, P.E.
Senior Engineer



Roger A. Miller, P.G., C.P.G.
Senior Hydrogeologist

Enclosures:

Table 1 – Cost Estimate (08/21/2025)
Fee Schedule

Accepted By:

CITY OF WAUSAU

Name of Authorized Representative

Title

Signature

Date

Table 1 - Cost Estimate
Environmental Consulting Support - RAOR (08/21/2025)
1300 Cleveland Avenue, Wausau, WI

TASK NO.	ACTIVITY DESCRIPTION	PERSONNEL				REIMBURSABLE EXPENSES						TOTAL
		PERSONNEL CATEGORY	HOURLY RATE	HOURS	COST	ITEM	Quant.	Unit Cost	Bare Cost	Percent Markup	Billed Cost	
1	Preliminary Evaluation	Senior Professional-Grade 7	\$ 200.00	16.00	\$ 3,200.00							
		Senior Consultant-Grade 8	\$ 216.00	2.00	\$ 432.00							
	SUBTOTAL				18.00	\$ 3,632.00			\$ -		\$ -	\$ 3,632.00
2	Council Meeting -Preparation of exhibits	Staff Professional-Grade 2	\$ 103.00	2.00	\$ 206.00	Company Vehicle	1	\$85.00	\$ 85.00		\$ 85.00	
		Senior Professional-Grade 7	\$ 200.00	8.00	\$ 1,600.00							
		Senior Consultant-Grade 8	\$ 216.00	2.00	\$ 432.00							
		Senior CADD Drafter and Designer	\$ 123.00	2.00	\$ 246.00							
	-Meeting	Senior Professional-Grade 7	\$ 200.00	4.00	\$ 800.00							
	SUBTOTAL				18.00	\$ 3,284.00			\$ 85.00		\$ 85.00	\$ 3,369.00
3	RAOR	Staff Professional-Grade 2	\$ 103.00	12.00	\$ 1,236.00	WDNR Fees	1	\$1,050.00	\$ 1,050.00	15%	\$ 157.50	
		Senior Professional-Grade 7	\$ 200.00	24.00	\$ 4,800.00							
		Senior Consultant-Grade 8	\$ 216.00	4.00	\$ 864.00							
		Senior CADD Drafter and Designer	\$ 123.00	8.00	\$ 984.00							
		Admin	\$ 103.00	6.00	\$ 618.00							
	SUBTOTAL				54.00	\$ 8,502.00			\$ 1,050.00		\$ 157.50	\$ 8,659.50
4	Project Administration & Management	Senior Professional-Grade 7	\$ 200.00	6.00	\$ 1,200.00							
		Senior Consultant-Grade 8	\$ 216.00	2.00	\$ 432.00							
		Admin	\$ 103.00	2.00	\$ 206.00							
	SUBTOTAL				10.00	\$ 1,838.00					\$ -	\$ 1,838.00
	Total			100.00	\$ 17,256.00					\$ 242.50	\$ 17,498.50	

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 88
Staff Professional – Grade 2	\$ 103
Project Professional – Grade 3	\$ 121
Project Professional – Grade 4	\$ 139
Senior Professional – Grade 5	\$ 151
Senior Professional – Grade 6	\$ 179
Senior Professional – Grade 7	\$ 200
Senior Consultant – Grade 8	\$ 216
Senior Consultant – Grade 9	\$ 249
Senior Principal – Grade 10	\$ 249

Senior Drafter / GIS	\$ 136
Drafter and Designer / GIS	\$ 123
Senior Field Professional	\$ 147
Field Professional	\$ 143
*Senior Technician	\$ 138
*Technician II	\$ 83
*Technician I	\$ 73
Word Processor, Administrative Staff	\$ 103
Office Aide	\$ 88

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend into the next calendar year. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day and work on Saturday. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the personnel rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee-owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Modification of Fees to the City of Wausau Fees and Licenses Schedule Adopted Pursuant to Wausau Municipal Code §3.40.010(a) (2025 Comprehensive Fee Schedule).

Committee Action: Approved 4-1

Fiscal Impact: The fiscal impact will depend on the amount of activity.

File Number: 24-1109

Date Introduced: October 25, 2025

RESOLUTION

WHEREAS, the City of Wausau has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010; and

WHEREAS, Marathon County has adjusted the dog license fees, which must be incorporated into the city's licensing rates and

WHEREAS, the Finance Committee has reviewed proposed changes to the schedule for the animal licensing as set forth in the attached Exhibit and incorporates these as part of the City of Wausau Fees and Licenses Schedule.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the fees outlined in the attached Exhibit are hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010.

Approved:

Doug Diny, Mayor

COMPREHENSIVE FEE SCHEDULE

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2026 Rate	2025 Rate
PET/ANIMAL FEES	8.08		
Spayed/Neutered Dog or Cat (\$12 remitted to Marathon County)		\$30.00	\$20.00
Microchip Discount		-\$5.00	-\$8.00
Not Spayed/Neutered Dog or Cat (\$20 remitted to Marathon County)		\$75.00	\$62.00
Dangerous Animal License		\$200.00	\$200.00
Dangerous Animal License Issued after July 1		\$100.00	\$100.00
Annual Pet License Late Fee		\$5.00	\$5.00
Pet Fancier Permit		\$35.00	\$35.00
Commercial Kennel License		\$100.00	\$100.00
Chicken Permit Fee	8.08.012	35	35
Honey Bee Permit		\$20.00	\$20.00
Honey Bee Permit -Late Fee		Double the permit fee	Double the permit fee
Sale of live poultry or farm raised game birds at a marketplace	8.080.010(d)	25	25

FINANCE COMMITTEE

Date and Time: Tuesday, September 23, 2025, at 5:30 p.m., Council Chambers

Members Present: Michael Martens (C), Vicki Tierney (VC) Becky McElhaney (arrived at 5:43 p.m.), Sarah Watson, Chad Henke

Others Present: Maryanne Groat, Eric Lindman, Matthew Barnes

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:32 p.m.

Discussion and possible action amending Pet/Animal Fees on the 2025 Fee Schedule.

Watson questioned how much of the funding goes towards the administration and funding that is passed to the county. It was stated the administrative cost had increased due to keeping up employee wages and the county had increased pet license fees mainly prompting this increase.

Tierney questioned if the enforcement funding sources covers the animal control services. It was stated there are additional costs associated with housing animals involved in crimes and enforcement, and that the funding provided through licenses likely does not cover the cost of animal control.

Motion by Tierney, seconded by Watson, to approve. Motion carried 4-1, with McElhaney opposed.



TO: The Finance Committee
FROM: Finance Director Maryanne Groat
DATE: September 18, 2025

Marathon County will be increasing pet fees for the 2025-2026 licensing year. The city is responsible for remitting these fees from the licenses sold.

	County Current	County New	Change	City Change
Not neutered/spayed	10	20	10	-
Spayed/Neutered	5	12	7	6
Microchip Discount				-3

We propose increasing pet licensing fees to incorporate the County rate hike and provide an inflationary increase for license issuance costs.

PET/ANIMAL FEES	8.08	2026 Rate	2025 Rate
Spayed/Neutered Dog or Cat (\$12 remitted to Marathon County)		\$30.00	\$20.00
Microchip Discount		-\$5.00	-\$8.00
Not Spayed/Neutered Dog or Cat (\$20 remitted to Marathon County)		\$75.00	\$62.00
Dangerous Animal License		\$200.00	\$200.00
Dangerous Animal License Issued after July 1		\$100.00	\$100.00
Annual Pet License Late Fee		\$5.00	\$5.00
Pet Fancier Permit		\$35.00	\$35.00
Commercial Kennel License		\$100.00	\$100.00
Chicken Permit Fee	8.08.012	35	35
Honey Bee Permit		\$20.00	\$20.00
Honey Bee Permit -Late Fee		Double the permit fee	Double the permit fee
Sale of live poultry or farm raised game birds at a marketplace	8.080.010(d)	25	25

RESOLUTION OF THE COMMON COUNCIL

Approving of and Participating in the Purdue Direct Opioid Settlement.

Committee Action: None

Fiscal Impact:

File Number: 25-1010

Date Introduced: October 28, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, in 2019, the City of Wausau decided to remain in the negotiation class of *In re: National Prescription Opiate Litigation*, MDL No. 2804, multidistrict litigation against opioid manufacturers, distributors and retailers in the District Court for the Northern District of Ohio; and

WHEREAS, the City of Wausau is eligible to participate in a proposed nationwide settlement agreement that has been reached with Purdue Pharma L.P. (and certain affiliates and/or successors-in-interest) and the Sackler family concerning alleged misconduct related to opioids; and

WHEREAS, the City of Wausau finds it is in the best interests of the community to participate in this settlement in order to obtain funds that can be used in the continued battle against opioid addiction.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve participating in the Purdue Direct Opioid Settlement and directs the proper City officials to execute the Participation Agreement.

Approved:

Doug Diny, Mayor

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Wausau city	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



as and to the extent provided in, and for resolving disputes to the extent provided in, the Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released



Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.



14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.



City Clerk
Kaitlyn Bernarde, City Clerk

DATE: October 28, 2025
TO: Common Council
SUBJECT: 25-1012 Resolution from the Common Council Approving WisVote/Election Services Memorandum of Understanding with Marathon County

PURPOSE

To approve an inter-governmental MOU with Marathon County for election services.

BACKGROUND

Wisconsin statutes define election dates, corresponding election duties and defines who is responsible for those duties. This Memorandum of Understanding (MOU) with Marathon County outlines election services the Marathon County Clerk's office provides and their corresponding fees.

The City of Wausau is a self-provider for all WisVote duties and therefore will not be charged a fee for those services. There are additional fees for other election services like programming and printing ballots, and election equipment maintenance. The City of Wausau is billed 1 - 2 times per year depending on if there are 2 or 4 elections, and with this agreement the City of Wausau agrees to pay these invoices to the County within 30 days.

FISCAL IMPACT

RECOMMENDATION

Approve WisVote / Election Services Memorandum of Understanding with Marathon County

RESOLUTION OF THE COMMON COUNCIL

Approving WisVote / Election Services Memorandum of Understanding with Marathon County

Committee Action: None

Fiscal Impact: None

File Number: 25-1012

Date Introduced: October 28, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Wisconsin statutes define election dates, corresponding election duties and define who is responsible for those duties; and

WHEREAS, Marathon County developed a document that outlines election services the Marathon County Clerk's office provides and their corresponding fees; and

WHEREAS, the City of Wausau is a self-provider for all WisVote duties and therefore will not be charged a fee for those services; and

WHEREAS, the City of Wausau will incur fees for ballot programming and printing ballots, and maintenance of election equipment and those anticipated fees are included in the proposed 2026 budget; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council approves the WisVote / Election Services Memorandum of Understanding with Marathon County and directs the appropriate staff to execute the memorandum.

Approved:

Doug Diny, Mayor

WisVote / Election Services Memorandum of Understanding – Marathon County

This Election Services Memorandum of Understanding (“Agreement”) is made and entered into by and between Marathon County (hereinafter “County”), a political subdivision of the State of Wisconsin, and the City of Wausau (hereinafter “Municipality”), a municipality of the State of Wisconsin, for the purposes of defining certain election services to be provided to Municipality by County for any elections that occur in 2026 and thereafter.

I. AUTHORITY

This Agreement is made pursuant to Wis. Stat. § 5.68, which outlines and designates financial responsibility to certain portions of elections to municipalities, and which requires the clerk of each municipality to make payment to the County treasurer for payment of election costs for which the municipality is responsible.

II. ELECTION DUTIES – IN GENERAL

Wisconsin law delegates to County Clerks certain duties related to the administration of certain elections. These duties include the provision of election supplies and ballots, the preparation of ballots, the distribution of ballots to municipal clerks, receipt of election returns from municipalities, and completion of the county canvass.

Wisconsin law also outlines certain duties of municipal clerks as they relate to the administration of elections. These duties include supervision of voter registration and elections, performance of all duties relative to municipal elections, recording of electors, recording of ballots received, provision of substitute ballots, and reporting of returns.

III. WISVOTE SERVICES

Prior to 2006, voter records were maintained in Wisconsin by municipal clerks. Since 2006, Wisconsin has operated a statewide voter registration system. That system is currently called WisVote, and acts as Wisconsin’s statewide election management and voter registration system. WisVote contains complete voting participation history for all participating voters since 2006, and also acts as a full elections administration package.

IV. WISVOTE SERVICE LEVELS

The County provides local municipalities with WisVote services as follows:

WisVote Duties	SELF-PROVIDER (All clerks prior to April '25)	HYBRID RELIER (Available only for new clerks as of / after April '25)
	Provided by Municipality or County	Provided by Municipality or County
Review Polling Place set-up and contacts. Update if necessary.	Municipality	County
Review and verify Election Plan / Reporting Units. Update if necessary.	Municipality	County
Review contests. Update if necessary.	Municipality	County
Set up Municipal candidates and referenda if necessary.	Municipality	County
Update Municipal candidate ballot positions and deny after Primary if necessary.	Municipality	County
Review / Re-name ballot styles if necessary.	Municipality	County
Create / Print Ineligible Voter lists.	Municipality	County
Set up "My Vote" absentee voting options.	Municipality	Municipality
Enter / Track absentee applications and ballots.	Municipality	Municipality
Review / Complete registration list alerts including duplicates, deaths, and DMV.	Municipality	County
Review / Correct mapping issues.	Municipality	County
Enter all voter registrations including late and election day registrations.	Municipality	Municipality
Print poll books and supplemental poll books.	Municipality	Municipality
Record / Track provisional ballots.	Municipality	County
Follow WEC WisVote checklists.	Municipality	County
Create, review, and complete necessary reports as needed.	Municipality	County
Enter completed Inspectors' Statements.	Municipality	County
Record rejected absentee ballots.	Municipality	Municipality
Record voter participation after election.	Municipality	County
Reconcile / Close election.	Municipality	County
Update Municipal winners to Elected Officials when necessary.	Municipality	County
Track / Submit miscellaneous election reports including EDR & ERIC postcards when required.	Municipality	Municipality
Create necessary elector letters, including 30-day notice letters when required.	Municipality	Municipality
Correct / Update records as necessary.	Municipality	Municipality
Continue WisVote training, including webinars when available.	Municipality	Municipality
Follow WEC election and WisVote deadlines.	Municipality	County
Provide changes, information, and documentation to the County and WEC as necessary by the due dates.	Municipality	Municipality

V. MUNICIPAL WISVOTE RESPONSIBILITY

Municipality understands their WisVote responsibilities as outlined in Section IV above. Municipality acknowledges that it bears the responsibility for, and liability related to, all services that it provides and undertakes pursuant to this agreement. In all cases, Municipality agrees to provide all information to County by required due dates using designated forms. Each party shall bear responsibility for its own acts and omissions taken in furtherance of this Agreement.

VI. ACKNOWLEDGEMENTS – HYBRID RELIER SERVICES FOR 2026 SPRING ELECTIONS

If Municipality receives Hybrid Relier services, Municipality further acknowledges that Hybrid Relier services may (*) no longer be available after May 1, 2026. If Municipality is the recipient of Hybrid Relier services for the 2026 Spring Elections, Municipality agrees to take the appropriate WisVote training to become a Self-Provider before July 1, 2026 for the Fall 2026 elections. Municipality shall be responsible for all services not provided by County. (* If there is no primary in February 2026, hybrid relier services will be continued through the August 2026 primary election, but will not be available for the November 2026 election.)

VII. FEES FOR SERVICES

WisVote Election Fees per Level of Service: (per election)

POPULATION	HYBRID RELIER	SELF PROVIDER
1-100	\$150	N/A
101-500	\$350	N/A
501-1000	\$450	N/A
1001-1500	\$550	N/A
1501-2000	\$650	N/A
2001+	N/A	N/A

In addition to the appropriate WisVote charges listed above, Municipality agrees to pay for the following amounts and services per election: (for Self-Providers, the below charges will be the total charges per election)

- \$30 per ballot style for programming per election – will vary by election
- \$100 per ExpressVote (this is half of the annual maintenance fee for the machine, billable per year, on the first bill of the year)
- \$100 per DS-200 (this is half of the annual maintenance fee for the machine, billable per year, on the last bill of the year)
- Publication costs per election – will vary by election
- Actual miscellaneous costs associated with absentee envelopes for municipalities who choose to order absentee envelopes through the County.
- PLEASE NOTE – in odd-numbered years, the DS-200 and the Express Vote fees will be charged on the same bill.

Municipality agrees to pay all election invoices in full within 30 days of receipt.

In the event County finds it necessary to increase fees charged under this section, County shall provide Municipality with 120 days written notice of said fees.

VIII. MUNICIPALITY UNABLE TO FULFILL DUTIES

Should an unforeseen situation arise where Municipality cannot meet their obligation to fulfill their current level of WisVote duties, County shall perform those duties on a case by case basis, and Municipality agrees to pay County a fee of \$1500 for Full Relier services or \$1000 for Hybrid Relier services per election with the understanding that this service is a one-time option and will not be available on a permanent ongoing basis. Full relier services will not be available for any municipality with a population over 2,000. Full relier services will consist of all WisVote responsibilities outlined in the WisVote Duties chart listed above.

IX. AMENDMENT

This Agreement may be amended by mutual written agreement of the parties.

X. SIGNATURES

This agreement is hereby entered into by and between Marathon County and the City of Wausau.

You will function as a Self-Provider for all elections except as noted in Paragraph VIII if necessary.

Please keep one signed copy for your records and return the other to me no later than November 1, 2025.

Municipal Clerk

Date

Mayor

Date

Kim Tueblood
County Clerk

9/5/25
Date

RESOLUTION OF THE COMMON COUNCIL

Approving Term Sheet for Redevelopment of Riverside Place (11 Scott Street) by 11 Scott Street LLC.

Committee Action:

Fiscal Impact:

File Number: 25-1011

Date Introduced: October 28, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on May 31, 2024, 11 Scott Street LLC purchases property in the City of Wausau located at 11 Scott Street from Riverside Place, LLC; and

WHEREAS, 11 Scott Street LLC is interested in redeveloping a portion of the existing building into 52 residential units; and

WHEREAS, 11 Scott Street LLC has requested financial assistance from the City of Wausau and submitting a TIF Application dated March 4, 2025; and

WHEREAS, City Staff engaged Ehlers, Inc to perform a financial gap analysis on the project and review the developer's pro forma and finances for the project; and

WHEREAS, your Economic Development Committee and Finance Committee, at their October 14, 2025 joint meeting, discussed terms and provided direction to Staff in regard to negotiations which has been substantial agreed to by the developer.

NOW THEREFOR, BE IT FURTHER RESOLVED that the proper city officials are authorized and directed to draft a Development Agreement that incorporates the terms of this term sheet and bring it back to the Finance and Economic Development Committees for review.

Approved:

Doug Diny, Mayor



MEMO

TO: City Council
FROM: Randy Fifrick, Development Director
DATE: 10/28/25
RE: 11 Scott Street LLC Term Sheet

The City has received a proposal for the redevelopment of 11 Scott Street, which includes the construction of 52 residential housing units and the buildout of 47,100 square feet of commercial space. The total development cost is estimated at \$10.59 million. Of that amount, approximately \$8.34 million is allocated to the residential renovation, with the remaining balance covering commercial buildout.

The project originated in December 2024 when the City received a \$3 million funding request, which was deemed unfeasible given the limited remaining life of TID 3. A revised application of \$1.85 million was submitted in March 2025 which restarted discussions with Ehlers and City Staff. The final application materials were received in August, initiating further review through September. As a result, the requested funding was significantly reduced, and a final amount of \$750,000 was mutually agreed upon.

To support the residential component of the project, the City would provide \$750,000 in assistance, issued as a no-interest, forgivable loan. This loan would be forgiven after seven years, provided the residential units maintain affordability at or below 70% of area median income (AMI) throughout that period. Rent thresholds would be based on HUD guidelines for the Wausau metro area, published annually by WHEDA in alignment with the Housing Tax Credit Program. To ensure accountability, the agreement includes a cost-lookback provision. If the final development costs are lower than projected, the public assistance will be reduced proportionally. Additionally, the developer will waive the right to petition for a reduction in the property's assessed value during the term of the agreement, up to a \$12 million valuation.

The proposal also amends a longstanding parking agreement tied to the property. Currently, the City is obligated to have 480 parking stalls available in the Jefferson Street Parking Ramp for the property owner through 2063. The amendment would reduce the reserved stalls to 150 and initiate lease payments at a discounted rate of \$30.40 per stall per month, generating approximately \$54,720 annually. These payments would be phased in over two years beginning at occupancy and are consistent with the City's arrangement for the Foundry on 3rd project.

A simplified term sheet rather than a full development agreement is being presented to confirm alignment on key terms before incurring additional legal expenses. Overall, this proposal offers a significant investment in housing while balancing public assistance with long-term fiscal safeguards.



11 SCOTT STREET

General

- Renovations to include 52 residential housing units and buildout of 47,100 sq.ft. of commercial space
- Total Development Cost is \$10,590,206 which includes a \$1,800,000 commercial build-out and \$450,000.00 contingency and \$550,000 roof replacement.
- The project assistance requirements will only be tied to the residential buildout.

Minimum Improvements:

- \$8,340,206 (residential building renovation)

Public Assistance:

- \$750,000 provided upon completion of the residential building renovation;
- Structured as a no-interest forgivable loan;
- Loan to be forgiven after 7 years as long as residential rental rates remain at or below 70% for 7 years. The maximum gross rent amount shall be based on the metropolitan area that includes Wausau adjusted for bedroom size and calculated annually by the Department of Housing and Urban Development and posted by the Wisconsin Housing and Economic Development Authority for establishing rent limits for the Housing Tax Credit Program.
- Developer will agree to waive right to petition the estimated value of the property during the term of the agreement up to \$12 Million.

Total Development Cost Lookback:

- Upon completion of the renovation, if the actual total development costs are less than the estimated development costs, the public assistance amount will be reduced on a percentage basis. For example, if actual development costs are \$8,000,000, $\$8,000,000 / \$8,340,206 = 95.9\%$; $\$750,000 * 95.9\% = \$719,250$.
- We would also cap the developer fee at 5.0% of total development costs.

Parking Arrangement:

- City is currently obligated to maintain 480 parking stalls within Jefferson Street Parking Ramp for the owner of 11 Scott until 2063 per existing agreement. The parking agreement will be amended to reduce the parking stalls reserved for development to 150.
- In addition, the City will start collecting parking lease payments for reserved stalls. The agreement will be at current parking rate with a 20% discount. Currently at \$38.00 with a 20% discount would be \$30.40 per stall, per month ($30.40 * 150 * 12 = \$54,720$). This is consistent with the Foundry on 3rd parking agreement.
- Parking lease payment will be staggered over two years as development occurs starting with the timing of occupancy.

Downtown Wausau SOURCES AND USES
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	<u>Sources</u>
*Tax Increment Financing (Up Front)	1,850,000
Developer Fee	-
Investor Equity-additional	-
Investor Equity	3,000,000
Construction Debt	5,865,206
Total Sources	10,715,206

	<u>Uses</u>
Existing Property	250,000
Construction	6,000,000
Architect	200,000
Architectural engineering	80,000
Impact Fees	78,206
FF&E - Common	200,000
Roof + Signage	600,000
Loan Fee, Third party reports	35,000
Civil Engineering	27,000
Legal / Accounting	100,000
Commercial Buildout	1,800,000
Contingencies	450,000
Developer/Oversight Fee	650,000
Marketing	65,000
Interest	180,000
Total Uses	10,715,206

	Studio			1 BED			2 BED			3 BED			Amenities	Parking Fee	Pet Fee
Company	Studio Price	Studio sq ft	Price per sq foot studio	1 bed Price	1 bed sq ft	Price per sq ft 1 bed	2 bed price	2 bed sq ft	Price per sq ft 2bed	3 bed price	3 bed sq ft	Price per sq ft 3 bed			
bantr Wausau													Rooftop bar/restaurant, rooftop yoga, coworking spaces, events, dog wash station, grilling area, underground parking, community lounges, EV chargers, balconies, flexible leases, access to pool in Rothschild, storage options	Indoor \$50	\$25
	\$1,249	500	\$2.50	\$1,449	700	\$2.07	\$2,399	1,300	\$1.85	\$3,399	2,000	\$1.70			
				\$1,299	575	\$2.26				\$2,199	2,199	\$1.00			
Mountain Lane Apartments				\$1,300	701	\$1.85	\$1,750	985	\$1.78				Fitness center, dog wash station, outdoor grill, business center, underground parking, conference room, scenic views,	Garage \$75	One time fee \$300, \$75/month
Apartments at Riverlife													Fitness center, pool, business center, clubhouse, breakfast/coffee bar, pet wash/play area, party room with panoramic views, terrace w/ grills, dock, waterfront trails, underground garage, balconies/patios, storage options,	Indoor \$60	\$100 one-time + \$40/mo pet rent + \$200 deposit per pet (max 2)
				\$1,350	772	\$1.75	\$1,950	1,061	\$1.84	\$2,300	1,207	\$1.91			
				\$1,250	573	\$2.18									
Urban West				\$1,099	720	\$1.53	\$1,850	1,300	\$1.42				Underground parking, fitness center, bike share program, community room, storage lockers, balconies	Surface \$25 or Garage \$50	
Scholfield Mill Apartments													Waterfront access, pet wash, rooftop patio, sundeck, walking trails, clubhouse, business lounge, outdoor grilling, balconies, fitness center, storage option	Garage parking \$50	\$300 deposit + \$25/mo per pet (max 2, ~25 lb)
				\$1,299	695	\$1.87	\$1,750	1,182	\$1.48	\$1,825	1,364	\$1.34			
				\$1,525	961	\$1.59				\$2,350	1,738	\$1.35			
Foundry on 3rd													Co-working spaces, courtyard w/ fire pit, outdoor seating, conference rooms, gym, balconies, EV chargers	Garage \$75, EV Garage \$125	Dog \$50, Cat \$40
	\$1,050	356	\$2.95	\$1,700	720	\$2.36	\$2,200	1,038	\$2.12	\$3,000	1,479	\$2.03			
	\$1,400	517	\$2.71	\$2,100	1,034	\$2.03	\$2,364	1,185	\$1.99						
Corporate Cove				\$1,150	578	\$1.99	\$1,450	1,063	\$1.36				Fully furnished, executive-style, heated underground parking, full kitchens, utilities included, laundry facility, multi use room	Underground parking included	No pets
Mountain View				\$900	725	\$1.24	\$1,200	1,000	\$1.20				Fitness center, trails, playgrounds, sauna, volleyball courts, tanning bed, garage parking	Garage parking included	Cats \$400 one-time + ~\$25/mo; Dogs \$450 one-time (max 1)
bantr Weston	\$899	300	\$3.00	\$1,149	490	\$2.34	\$1,599	720	\$2.22	\$2,199	865	\$2.54	Furnished, pool/hot tub access in Rothschild, gym, yoga studio, coworking lounge, events	Free Outdoor	\$50/mo per dog, \$35/mo per cat; no deposit or one-time fee
	\$1,049	462	\$2.27												
SCOTT STREET				\$1,100	517	\$2.13	\$1,390	1,072	\$1.30	\$1,590	1,531	\$1.04			
							\$1,390	914	\$1.52						

Income Limits by Household Size (2025)

	1	2	3	4	5	6	7	8
60%	41,520	47,460	53,400	59,280	64,080	68,820	73,560	78,300
70%	48,440	55,370	62,300	69,160	74,760	80,290	85,820	91,350
80%	55,360	63,280	71,200	79,040	85,440	91,760	98,080	104,400

Maximum Gross Rents by Bedroom Size (2025)

	Studio	1	2	3	4	5	6
60%	1,038	1,112	1,335	1,542	1,720	1,898	2,074
70%	1,211	1,297	1,557	1,799	2,007	2,214	2,420
80%	1,384	1,483	1,780	2,056	2,294	2,531	2,766

Residential Income							
Rental Unit Income		Monthly Rent	Unit Count	Annual Revenue	Size Sq. Ft.	Rent/ Sq. Ft.	
Unit Type	Rent Type						
1BR	Market Rate	\$1,200	40	\$576,000	575	\$2.09	
2BR	Market Rate	\$1,500	10	\$180,000	990	\$1.52	
3BR	Market Rate	\$1,700	2	\$40,800	1,500	\$1.13	
Gross Potential Rent		66,400	52	\$796,800	35,900	\$1.85	
Mkt Rate Only: \$1.85							
Other Residential Income		# of Stalls (if available)		Annual Revenue	\$ Per Stall Per Month		
Pet Income				\$4,200			
Cleaning Income				\$3,500			
Total Other Income				\$7,700			
Total Residential Income				\$804,500			
Residential Vacancy		Percent		Annual Loss			
By Line Item				\$0			
Gross Potential Rent		5.0%		(\$39,840)			
Pet Income		0.0%		\$0			
Cleaning Income		0.0%		\$0			
Total Vacancy				(\$39,840)			
Net Residential Income				\$764,660			
Commercial Income							
Commercial Space		Rent Per Sq/Ft		Annual Revenue	Sq/Ft		
1. Regis		\$7.00		\$59,500	8,500		
2. Floor 1 Space		\$12.00		\$115,200	9,600		
3. Floor 2 Space		\$8.25		\$198,000	24,000		
4. Basement Space		\$8.00		\$40,000	5,000		
Total Commercial Rent				\$412,700	47,100		
Commercial Vacancy/Expenses		Percent		Annual Loss	Per Sq/Ft		
Commercial Vacancy		20.0%		(\$82,540)	(1.75)		
Total Commercial Vacancy/Expenses				(\$82,540)	(1.75)		
Net Commercial Income				\$330,160			
Effective Gross Income (EGI)				\$1,094,820			
Expenses							
Apartment Operating Costs			Amount	Per Unit			
Administrative			\$13,600	\$262			
Payroll			\$27,200	\$523			
Utilities			\$36,800	\$708			
Insurance			\$17,400	\$335			
Turnover			\$15,200	\$292			
Maintenance			\$14,320	\$275			
Other			\$6,160	\$118			
Special Other			\$13,546	\$260			
Total Operating Costs			\$144,226	\$2,774			
Apartment Management, Taxes, & Reserves			Amount	Per Unit			
Management Fees			\$38,233	\$735			
Property Taxes			\$146,466	\$2,817			
Total Management and Other Costs			\$184,699	\$3,552			
Total Rental Unit Expenses			43.02% Exp Ratio	\$328,925	\$6,325		
Commercial Space			Amount	Per Sf			
Other: Other Expenses			\$62,678	\$1.33			
Total Commercial Space Expenses			\$62,678	\$1.33			
Total Expenses				\$391,603	\$6,325		
Net Operating Income (NOI)				\$703,217			

SOURCES					
Debt			Amount	Percent	Per Unit
Debt A:	First Mortgage		6,959,000	65.7%	133,827
Subtotal			6,959,000	65.7%	133,827
Other Sources			Amount	Percent	Per Unit
Category	Sources	S&U Detail			
Local_Grant	TID Up-Front		750,000	7.1%	14,423
Equity	Developer Cash		2,881,206	27.2%	55,408
Subtotal			3,631,206	34.3%	69,831
TOTAL SOURCES			10,590,206	100.0%	203,658

USES				
		Amount	% of Cost	Per Unit
ACQUISITION COSTS		250,000	2.4%	4,808
Building Cost (if applicable)		250,000	2.4%	4,808
CONSTRUCTION COSTS		8,850,000	83.6%	170,192
Residential Building		6,000,000	56.7%	115,385
Commercial - Building		1,800,000	17.0%	34,615
Construction Contingency		450,000	5.8%	8,654
Other		600,000	5.7%	11,538
PERMITS/FEES		78,206	0.7%	1,504
Met Council Sewer Access Connection		78,206	0.7%	1,504
PROFESSIONAL SERVICES		672,000	6.3%	12,923
Architectural & Engineering Fees		307,000	2.9%	5,904
FF&E		200,000	1.9%	3,846
Legal - Development		100,000	0.9%	1,923
Marketing/Leasing		65,000	0.6%	1,250
FINANCING COSTS		215,000	2.0%	4,135
Construction Period Interest		180,000	1.7%	3,462
Other		35,000	0.3%	673
DEVELOPER FEE		525,000	5.0%	10,096
Developer Fee		525,000	5.0%	10,096
CASH ACCOUNTS/ESCROWS/RESERVES		0	0.0%	0
TOTAL USES		10,590,206	100%	203,658
Over/(Under)		0		

		2025	Stabilized 2026	2027	2028	2029	2030	2031	2032	2033	2034
Income		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Rental Income											
Gross Potential Rent	Inflator	796,800	812,736	828,991	845,571	862,482	879,732	897,326	915,273	933,578	952,250
Less: 5.0% Stabilized Vacancy	2.0%	(39,840)	(40,637)	(41,450)	(42,279)	(43,124)	(43,987)	(44,866)	(45,764)	(46,679)	(47,612)
Less: Additional Pre-stabilization Vacancy		(303,757)									
Total Rental Income		453,203	772,099	787,541	803,292	819,358	835,745	852,460	869,509	886,899	904,637
Other Residential Income											
Pet Income	Vacancy Rate Inflator	4,200	4,284	4,370	4,457	4,546	4,637	4,730	4,824	4,921	5,019
Cleaning Income	0.0% 2.0%	3,500	3,570	3,641	3,714	3,789	3,864	3,942	4,020	4,101	4,183
Less: Additional Pre-stabilization Vacancy	0.0% 2.0%	(3,239)									
Total Other Residential Income		4,461	7,854	8,011	8,171	8,335	8,501	8,671	8,845	9,022	9,202
Net Residential Income (NRI)		457,664	779,953	795,552	811,463	827,693	844,246	861,131	878,354	895,921	913,839
Commercial Income											
Less: Commercial Vacancy - 20.0%	Every Year @ Inflator	412,700	420,954	429,373	437,961	446,720	455,654	464,767	474,063	483,544	493,215
Less: Additional Pre-stabilization Loss		(82,540)	(84,191)	(85,875)	(87,592)	(89,344)	(91,131)	(92,953)	(94,813)	(96,709)	(98,643)
Net Commercial Income		33,085	195,683	295,254	339,723	357,376	364,523	371,814	379,250	386,835	394,572
Effective Gross Income (EGI)		490,749	975,636	1,090,806	1,151,186	1,185,068	1,208,770	1,232,945	1,257,604	1,282,756	1,308,411
Expenses											
Rental Unit Expenses											
Operating Expenses	Inflator	130,680	133,294	135,959	138,679	141,452	144,281	147,167	150,110	153,112	156,175
Special Other	2.00%	13,546	13,817	14,093	14,375	14,662	14,955	15,255	15,560	15,871	16,188
Management Fee: 3.5% of NRI	2.00%	38,233	38,998	39,776	40,573	41,385	42,212	43,057	43,918	44,796	45,692
Property Taxes	2.00%	146,466	149,395	152,383	155,431	158,540	161,710	164,945	168,243	171,608	175,040
Modified Rental Expense During Stabilization		(121,500)									
Total Rental Unit Expenses		207,425	335,503	342,213	349,057	356,039	363,159	370,423	377,831	385,388	393,095
Commercial Space Expenses											
Total Expenses	Inflator	62,678	63,932	65,211	66,515	67,845	69,202	70,586	71,998	73,438	74,906
Modified Commercial Expense During Stabilization	2.00%	(31,339)									
Total Commercial Expenses		31,339	63,932	65,211	66,515	67,845	69,202	70,586	71,998	73,438	74,906
Total Expenses		238,765	399,435	407,424	415,572	423,884	432,361	441,009	449,829	458,825	468,002
NET OPERATING INCOME		251,985	576,201	683,383	735,614	761,185	776,408	791,937	807,775	823,931	840,409
Debt Service											
Debt A: First Mortgage	Debt Terms	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
	25 yr amortization @ 6.25%	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Debt Service		487,130	487,130	550,877	550,877	550,877	550,877	550,877	550,877	550,877	550,877
Debt Coverage	Calc Method	52%	118%	124%	134%	138%	141%	144%	147%	150%	153%
Debt Coverage w/o Tax Increment Financing	Debt A	52%	118%	124%	134%	138%	141%	144%	147%	150%	153%
NET CASH FLOW		(235,146)	89,071	132,506	184,737	210,308	225,532	241,060	256,899	273,054	289,533
<i>Working Capital Reserve Draw =</i>		235,146	Yes	235,146	0	0	0	0	0	0	0
NET CASH FLOW AVAILABLE FOR DISTRIBUTION		0	89,071	132,506	184,737	210,308	225,532	241,060	256,899	273,054	289,533
Returns Analysis											
Net Cash to Developer		0	89,071	132,506	184,737	210,308	225,532	241,060	256,899	273,054	289,533
Cash on Cash Annual Return		0.0%	3.1%	4.6%	6.4%	7.3%	7.8%	8.4%	8.9%	9.5%	10.0%
Cash on Cash Average Annual Return	Start From Year 1	0.0%	1.5%	2.6%	3.5%	4.3%	4.9%	5.4%	5.8%	6.2%	6.6%
Cash on Cash Annual Return (w/o TIF assistance)		0.0%	3.1%	4.6%	6.4%	7.3%	7.8%	8.4%	8.9%	9.5%	10.0%
Cash on Cash Average Annual Return (w/o TIF assistance)		0.0%	1.5%	2.6%	3.5%	4.3%	4.9%	5.4%	5.8%	6.2%	6.6%
Yield on Cost Annual Return		2.6%	5.9%	6.9%	7.5%	7.7%	7.9%	8.0%	8.2%	8.4%	8.5%
Yield on Cost Average Annual Return	Start From Year 1	2.6%	4.2%	5.1%	5.7%	6.1%	6.4%	6.6%	6.8%	7.0%	7.2%
Yield on Cost Annual Return (w/o TIF assistance)		2.6%	5.9%	6.9%	7.5%	7.7%	7.9%	8.0%	8.2%	8.4%	8.5%
Yield on Cost Average Annual Return (w/o TIF assistance)		2.6%	4.2%	5.1%	5.7%	6.1%	6.4%	6.6%	6.8%	7.0%	7.2%

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

Confirming Appointments of the Mayor of the City of Wausau to the Ethics Board.

File Number: 25-1013

Date Introduced: October 28, 2025

Ethics Board

Appointee:
Thomas Garver

1st Term

Term:
Replacing Brian Mason

Term Ending:
04/30/2028

Attest:

Kaitlyn Bernarde, City Clerk



Citizen Participation Form

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

Contact Information

Full Name *

Thomas Garver

First and Last Name

Residential Address *

[REDACTED]s

[REDACTED]n It

Address Line 2

City

Wausau

Postal/Zip Code

54401

State/Province/Region

WI

Is this your residence for voter registration? *

Yes No

Phone *

[REDACTED]0

Email *

[REDACTED]n

How long have you been a Wausau resident? *

22.25 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? *

Orthopedic Surgeon (retired 5/4/2022)

Business Name *

The Marshfield Clinic

Business Address *

Street Address

3400 Ministry Parkway

Address Line 2

City

Weston

Postal/Zip Code

54476

State/Province/Region

WI

Business Phone Number *

Community Involvement

Please note any history of involvement with your community.

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

Yes No

If Yes, please list them here.

Police and Fire Commission

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. *

Regularly attend/stream City Council meetings

Regularly attend/stream Wausau School District Board meetings

Regularly attend local high school/youth athletic events

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 areas of interest *

AARP Livability Committee

Affordable Housing Regional Task Force

Bicycle & Pedestrian Advisory Committee

Board of Public Works

Board of Zoning Appeals

Business Improvement District Board

Citizen's Advisory Committee

Community Development Authority

Ethics Board

Joint Review Board

Liberation and Freedom Committee

Plan Commission

Policing Task Force

Solar Array Task Force

Transit Commission

Wausau Veterans Committee

Administrative Review Board

Airport Committee

Board of Canvassers

Board of Review

Building Advisory Board

Capital Improvement Program Committee(CIPC)

City-County IT Commission

Dog Park Committee

Historic Preservation Commission

Legislative Committee

Neighbor 2 Neighbor Committee

Police and Fire Commission

Safe Elections Task Force (SETF)

Sustainability, Energy, and Environment Committee

Wausau Arts Commission

Wausau Water Works Commission

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

Ethics Board

Please list first, second and third choice

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

Yes No

Why are you interested in serving on a City of Wausau Board, Committee or Commission? *

A possible future opening on the Ethics Board was recently identified to me.

I spent my childhood moving as an Army "brat."

I spent the first 30 years of my adult life moving as a member of the US Army.

I now finally have roots in a place. Wausau is my home. I care about it's future.

I am now twice retired. I want to give back. I feel I have much to offer with regards to community involvement.

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

My father was a career Army Officer. He was a member of the Cadet Honor Committee before graduating from West Point.

From an early age, he taught his four children that the most important character trait one can possess is integrity.

He lived his life by the USMA/West Point motto - "Duty, Honor, Country." His three sons are graduates of West Point. The development of our character was enhanced

In this environment, living under as stringent an honor code as exists anywhere, as well as being taught the value of the commitment of service to something bigger than ourselves.

I have been challenged with ethical decision-making throughout my adult life, including as a 27 year US Army Officer and as a local physician/surgeon for 20 more years. I have tried to live up to that standard. I have read extensively on the concept of ethics and ethical behavior throughout my life and my careers, which is a cornerstone of those professions.

I feel my background best fits serving the city of Wausau in the capacity of member of the Ethics Board.

Additional Information

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

File Uploads

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253.58KB

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 *

Thomas H Garver

Date

02/21/2025

NOTICE OF PUBLIC HEARING CITY OF WAUSAU 2026 BUDGET

A public hearing on the City of Wausau 2026 budget is scheduled for Tuesday October 28, 2025 at 6:30PM in City Hall Council Chambers at 407 Grant Street, Wausau WI. The budget may be viewed at the Clerk/Customer Service Office from 8:00AM to 4:30PM Monday through Friday or on the City of Wausau's Web Site www.wausauwi.gov. Below is a summary of the Proposed 2026 Budget.

	2025 ADOPTED BUDGET	2025 MODIFIED BUDGET	ACTUAL 9/30/2025	2025 ESTIMATED ACTUAL	2026 PROPOSED BUDGET	DOLLAR CHANGE	% CHANGE
GENERAL FUND							
GENERAL FUND REVENUES							
General Property Tax Levy	\$23,414,717	\$23,414,717	\$23,414,717	\$23,414,717	\$24,098,840	\$684,123	2.92%
Other Taxes	260,000	260,000	278,278	322,294	260,745	745	0.29%
Intergovernmental Grants & Aids	13,012,935	13,012,935	6,916,862	13,133,547	12,707,838	(305,097)	-2.34%
Licenses & Permits	756,655	756,655	997,755	1,023,791	996,680	240,025	31.72%
Fines, Forfeitures and Penalties	278,000	278,000	215,464	295,790	296,000	18,000	6.47%
Public Charges for Services	3,155,320	3,155,320	2,580,016	3,319,527	3,974,066	818,746	25.95%
Intergovernmental Charges for Services	1,519,743	1,519,743	964,312	1,527,776	1,515,279	(4,464)	-0.29%
Miscellaneous Revenues	1,411,816	1,411,816	1,773,992	2,155,968	1,278,915	(132,901)	-9.41%
Other Financing Sources	2,221,355	2,221,355	0	2,218,178	2,585,834	364,479	16.41%
TOTAL GENERAL FUND REVENUES	46,030,541	46,030,541	37,141,396	47,411,588	47,714,197	1,683,656	3.66%
GENERAL FUND EXPENDITURES							
General Government	4,820,285	4,820,285	4,243,535	4,575,602	5,112,428	292,143	6.06%
Public Safety	25,101,478	25,085,863	18,252,507	24,185,836	25,890,622	789,144	3.14%
Transportation/Public Works	12,362,633	12,612,633	7,131,846	12,458,245	12,808,442	445,809	3.61%
Sanitation, Health and Human Services	495,625	645,625	698,047	700,000	561,416	65,791	13.27%
Parks, Recreation, Cultural and Education	3,550,520	3,550,520	1,820,414	3,512,795	3,641,286	90,766	2.56%
TOTAL GENERAL FUND EXPENDITURES	46,330,541	46,714,926	32,146,349	45,432,478	48,014,194	1,683,653	3.63%
Excess(Deficiency) of Revenues over Expenditures	(300,000)	(684,385)	4,995,047	1,979,110	(299,997)		
Total Fund Balance, January 1	17,147,090	17,147,090		17,147,090	19,126,200		
Total Projected Fund Balance, December 31	\$16,847,090	\$16,462,705		\$19,126,200	\$18,826,203		

ALL FUNDS - SUMMARY

	FUND BALANCE		PROPOSED 2026 BUDGET		
	01/01/2025	PROJECTED 12/31/2025	GENERAL PROPERTY TAX LEVY	OTHER REVENUE	EXPENDITURES
Governmental Fund Types					
General Fund	\$17,147,090	\$19,126,200	\$24,098,840	\$23,615,357	\$48,014,194
Special Revenue Funds:					
Community Development Funds	2,044,053	2,033,136	702,888	1,383,883	2,086,617
Economic Development Fund	256,501	225,325		0	210,350
Environmental Clean Up Fund	1,047,871	780,705		125,000	296,362
Hazardous Materials Fund	294,497	287,289		81,000	74,334
Room Tax Fund	567,863	689,077		990,000	1,240,000
Public Access Fund	47,188	46,002		53,001	53,000
Recycling Fund	(78,772)	(39,915)	968,788	148,100	1,116,887
400 Block/RiverLife Fund	169,068	143,366		76,440	126,275
Animal Control Fund	157,383	205,475		98,200	98,201
Debt Service Fund	600,531	390,826	5,609,973	9,253,598	14,863,571
Capital Projects Funds:					
Capital Projects Fund	943,690	3,951,226	497,902	21,558,892	22,056,794
Capital Purchasing Fund	82,261	316,899	789,236	-	789,236
Tax Increment District #3 Fund	552,565	(1,183,153)		6,670,515	6,543,188
Tax Increment District #6 Fund	1,010,305	-		-	-
Tax Increment District #7 Fund	-	-		2,086,771	2,086,771
Tax Increment District #8 Fund	(66,237)	(1,127,114)		3,698,715	4,049,742
Tax Increment District #9 Fund	(294,991)	(273,869)		25,208	3,150
Tax Increment District #10 Fund	(803,506)	(493,446)		838,214	600,435
Tax Increment District #11 Fund	703,049	(60,767)		2,948,692	3,249,230
Tax Increment District #12 Fund	(2,269,770)	(1,461,845)		4,439,476	3,321,021
Internal Service Funds:					
Motor Pool Fund	10,928,552	11,057,844		7,045,631	7,045,630
Liability Insurance Fund	1,109,677	1,394,383		1,212,872	1,165,300
Benefits Fund	1,412,633	1,380,424		7,384,700	7,384,068
Enterprise Funds:					
Water Utility Fund	44,843,415	45,465,617		22,287,073	22,057,253
Sewer Utility Fund	51,115,260	51,742,968		15,141,884	14,395,288
MetroRide Fund	5,565,773	5,685,591	1,110,590	2,961,870	4,485,786
Parking Fund	15,349,279	15,411,837	193,988	563,000	756,987
Airport Fund	1,350,634	1,360,446	341,000	156,300	497,299
Total All Funds			34,313,205	134,844,392	168,666,969
		Total 2025 Property Tax Levy	32,277,020		
		Increase	2,036,185		-168741969
		Percent Increase	6.308%		

SCHEDULE OF INDEBTEDNESS

General Obligation Debt	Outstanding or Authorized
General Obligation Bonds	\$27,225,000
General Obligation Notes	45,500,000
Safe Drinking Water Loan Fund - Lead Service Lines	2,172,756
Foundation Loans	1,609,779
Total General Obligation Debt	<u>\$76,507,535</u>
Utility Revenue Debt	
Revenue Bond Debt	10,525,000
Clean Water Fund	84,436,045
Safe Drinking Water Fund	51,065,340
Total Utility Revenue Debt	<u>\$146,026,385</u>

PROPOSED NEW OR DISCONTINUED ACTIVITIES AND FUNCTIONS

The budget reduces the daily operation of the outdoor swimming pools to two pools at a time cost savings of \$30,000. It reduces the staffing of animal control enforcement, saving \$44,000, and reduced community services officers, saving \$40,000. The budget provides \$350,000 for contract services for the operation of an emergency homeless shelter.

Finance Committee 2026 recommended budget modifications:

- Remove Park Study, funded by the Economic Development Fund, reserves \$45,000
- Shift funding of the downtown flower baskets of \$15,000 and Riverlife pier maintenance of \$6,900 through Room Tax Funds, and restore funding to swimming pool operations.
- Expand funding for the Solar Array Water Treatment Facility Project to include construction net of 30% tax credits, with the balance to be funded by debt. \$1,789,880.
- Fund a portion of the downtown police officer position from Economic Development Fund reserves and reduce the property tax levy by \$86,502.
- Increase CSO staffing levels for animal control by \$60,000 with funding from the Animal Control Fund reserves.