



CITY OF MERRILL
BOARD OF PUBLIC WORKS
AGENDA • WEDNESDAY, FEBRUARY 25, 2026

Regular Meeting **City Hall Council Chambers** **5:15 PM**

To attend remotely call 413-398-2821 PIN 289 779 663 #

I. Call to Order

II. Consider approving minutes from the previous meeting

1. Minutes from the January 28th meeting.

III. Water and Sewer Agenda Items

1. Discuss and approve the Water & Sewer Vouchers
2. Water & Sewer Operation Monthly Report - Utility Superintendent Steinagel
3. Consider terminating the existing Sewer Easement for N Pineridge Ave with Zastrow property (AKA Doug and Cindy, LLC).
4. Consider a Cell Tower Lease extension with T-Mobile Central, LLC.

IV. Street Department Agenda Items

1. Discuss and approve the Street Department Vouchers
2. Update to the 2026 Street Opening Permit

V. Monthly Reports

1. Monthly Report - Building Inspector/Zoning Administrator Pagel
2. Monthly Report - City Administrator/Public Works Director/City Engineer Akey
3. Monthly Report - Street Superintendent Bonack
4. Consider placing monthly reports on file

VI. Date and Time of Next Meeting - Wednesday, March 25th at 5:15 pm

VII. Public Comment

VIII. Public Hearing starting at 6:00 pm

1. Notice of Public Hearing
2. Discuss and consider a preliminary resolution of intent to exercise special assessment powers by police power.

IX. Adjournment

The Merrill City Hall is accessible to the physically disadvantaged. If special accommodations are needed, please contact the Merrill City Hall at (715) 536-5594.

**CITY OF MERRILL
BOARD OF PUBLIC WORKS
WEDNESDAY, JANUARY 28, 2026 MINUTES
REGULAR MEETING CITY HALL COUNCIL CHAMBERS 5:15 PM**

- I. **Call to Order** Roll Call: Mayor Hass called the meeting to order at 5:15 pm
Present: Mayor Hass, D6 Alderperson Rick, D8 Alderperson Rutkowski
Present Not Voting: City Administrator/Public Works Director/City Engineer Rod Akey, Street Superintendent Dustin Bonack, Utility Superintendent Gabe Steinagel, Building/Zoning Administrator Darin Pagel, City Clerk Anderson-Malm
Excused: D1 Alderperson Andrew Caylor, Ron Liberty
- II. **Consider approving minutes from the previous meeting**
 1. **Minutes from the October 29th meeting** - (D6 Alderperson Rick/D8 Alderperson Rutkowski) motion/second to place minutes on file. The motion passed.
- III. **Water and Sewer Agenda Items**
 1. **Discuss and approve the Water & Sewer Vouchers** - (D6 Alderperson Rick/D8 Alderperson Rutkowski) motion/second to approve. The motion passed.
 2. **Water & Sewer Operation Monthly Report - Utility Superintendent Steinagel** - The report was included in the packet. Utility Superintendent Steinagel updated the committee and highlighted some items from his report.
- IV. **Street Department Agenda Items**
 1. **Discuss and approve the Street Department Vouchers** - (D8 Alderperson Rutkowski/D6 Alderperson Rick) motion/second to approve. The motion passed.
- V. **General Agenda Items for Consideration**
 1. **Discuss and consider the Resolution for Exercising Police Power for Special Assessments.** - City Administrator Akey explained the resolution to the committee. This is standard procedure for the sidewalk program. A public hearing will be held on February 25th following the Board of Public Works meeting at 6:00 pm.
- VI. **Monthly Reports**
 1. **Monthly Report - Building Inspector/Zoning Administrator Pagel** - There were no questions.
 2. **Monthly Report - City Administrator/Public Works Director/City Engineer Akey** - Questions were asked and answered.
 3. **Monthly Report - Street Superintendent Bonack** - Some items were highlighted from the report. The Street and Weed report will be combined with

this report. Street Superintendent Bonack updated the committee on snow removal items.

4. Monthly Report - Street & Weed Commissioner Liberty -

- 5. Consider placing monthly reports on file -** (D6 Alderperson Rick/D8 Alderperson Rutkowski) motion/second to place monthly reports on file. The motion passed.

VII. Date and Time of Next Meeting - Wednesday, February 25th at 5:15 pm The February 25th meeting will possibly start at 5:45 pm due to the public hearing at 6:00 pm. This will be determined in February considering agenda items.

VIII. Public Comment There was no public comment.

- IX. Adjournment** (D6 Alderperson Rick/D8 Alderperson Rutkowski) motion/second to adjourn. The motion passed. The meeting adjourned at 5:26 pm.

Minutes respectfully submitted by City Clerk Anderson-Malm
Minutes are in draft form until approved at the next scheduled meeting

PACKET: 12295 UTILITY
VENDOR SET: 01 City of Merrill
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-004374 AgSOURCE COOPERATIVE SERVICES						
I-PS-INV452445		AgSOURCE COOPERATIVE SERVICES	132.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: Y		
		AgSOURCE COOPERATIVE SERVICES		62 53712-00-63210	Outside Services-Testing	132.00

I-PS-INV453381		AgSOURCE COOPERATIVE SERVICES	99.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: Y		
		AgSOURCE COOPERATIVE SERVICES		62 53712-00-63210	Outside Services-Testing	99.00

I-PS-INV454169		AgSOURCE COOPERATIVE SERVICES	99.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: Y		
		AgSOURCE COOPERATIVE SERVICES		62 53712-00-63210	Outside Services-Testing	99.00
=== VENDOR TOTALS ===			330.00			

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01-005276 AQUATIC INFORMATICS INC						
I-116687		AQUATIC INFORMATICS INC	3,776.85			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		AQUATIC INFORMATICS INC		63 56150-00-82700	Other Operating Sup/Exp	3,776.85
=== VENDOR TOTALS ===			3,776.85			

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01-005340 BATTERIES PLUS LLC						
I-P89061339		BATTERIES PLUS LLC	21.95			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BATTERIES PLUS LLC		62 53716-00-85500	GIS - Water Components	10.97
		BATTERIES PLUS LLC		63 56156-00-85050	GIS - Sewer Components	10.98
=== VENDOR TOTALS ===			21.95			

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01-001521 BAY TOWEL, INC						
I-4934827		BAY TOWEL, INC	100.81			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BAY TOWEL, INC		62 53716-00-92300	Outside Serv. Employed	100.81

I-4934828		BAY TOWEL, INC	69.92			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BAY TOWEL, INC		63 56156-00-85200	Outside Service Employed	69.92

I-4938009		BAY TOWEL, INC	100.81			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BAY TOWEL, INC		62 53716-00-92300	Outside Serv. Employed	100.81

I-4938010		BAY TOWEL, INC	69.92			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BAY TOWEL, INC		63 56156-00-85200	Outside Service Employed	69.92

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-001521	BAY TOWEL, INC	(** CONTINUED **)				
I-4941121		BAY TOWEL, INC	100.81			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BAY TOWEL, INC		62 53716-00-92300	Outside Serv. Employed	100.81
I-4941122		BAY TOWEL, INC	69.92			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BAY TOWEL, INC		63 56156-00-85200	Outside Service Employed	69.92
I-4944255		BAY TOWEL, INC	100.81			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BAY TOWEL, INC		62 53716-00-92300	Outside Serv. Employed	100.81
I-4944256		BAY TOWEL, INC	69.92			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BAY TOWEL, INC		63 56156-00-85200	Outside Service Employed	69.92
I-4947336		BAY TOWEL, INC	100.81			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BAY TOWEL, INC		62 53716-00-92300	Outside Serv. Employed	100.81
I-4947337		BAY TOWEL, INC	69.92			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		BAY TOWEL, INC		63 56156-00-85200	Outside Service Employed	69.92
		=== VENDOR TOTALS ===	853.65			
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01-002809	CARQUEST OF MERRILL					
I-10846-258922		CARQUEST OF MERRILL	60.95			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		CARQUEST OF MERRILL		62 53713-00-65500	Maint - Other Plant	60.95
I-10846-258981		CARQUEST OF MERRILL	40.69			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		CARQUEST OF MERRILL		62 53713-00-64100	Supplies & Expenses	40.69
I-10846-259059		CARQUEST OF MERRILL	137.24			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		CARQUEST OF MERRILL		62 53713-00-64100	Supplies & Expenses	137.24
		=== VENDOR TOTALS ===	238.88			

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=====						
01-000381		CITY OF MERRILL				
I-013126		CITY OF MERRILL	20,000.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		CITY OF MERRILL		63 11-2650	Capital Rep.-incredibleb	20,000.00
=== VENDOR TOTALS ===			20,000.00			

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01-001556		CORE & MAIN LP				
I-Y328016		CORE & MAIN LP	928.43			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		CORE & MAIN LP		62 53713-00-65300	Maint - Meters	928.43
=== VENDOR TOTALS ===			928.43			

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01-002926		DC MTRS LLC				
I-30201-136		DC MTRS LLC	94.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: Y		
		DC MTRS LLC		63 56152-00-83200	Lift Station Maintenance	94.00
=== VENDOR TOTALS ===			94.00			

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01-000206		DIGGERS HOTLINE				
I-260 1 56501		DIGGERS HOTLINE	34.20			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		DIGGERS HOTLINE		62 53713-00-65201	Maint - Diggers Hotline	34.20
I-260 1 56501 PREPAY		DIGGERS HOTLINE	2,433.40			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		DIGGERS HOTLINE		62 53713-00-65201	Maint - Diggers Hotline	2,433.40
=== VENDOR TOTALS ===			2,467.60			

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01-001827		DORNER COMPANY				
I-518752		DORNER COMPANY	44.28			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		DORNER COMPANY		62 53712-00-63500	Maint - Treatment Plant	44.28
=== VENDOR TOTALS ===			44.28			

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=====						
01-001867 ENVIROTECH EQUIPMENT CO.						
I-26-0026924		ENVIROTECH EQUIPMENT CO.	838.54			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		ENVIROTECH EQUIPMENT CO.		63 56152-00-83107	Televising of Sewers	838.54
=== VENDOR TOTALS ===			838.54			
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01-000632 FERGUSON ENTERPRISES #1550						
I-0467077		FERGUSON ENTERPRISES #1550	810.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		FERGUSON ENTERPRISES #1550		62 15-5000	Materials/Supplies-Const	810.00
=== VENDOR TOTALS ===			810.00			
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01-000221 GRAINGER						
I-9760497744		GRAINGER	47.83			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		GRAINGER		63 56152-00-83320	Digesters Maintenance	47.83
I-9769771974		GRAINGER	188.26			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		GRAINGER		63 56152-00-83200	Lift Station Maintenance	188.26
I-9785358988		GRAINGER	143.24			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		GRAINGER		63 56152-00-83400	Bldg./Grounds Maintenanc	143.24
I-9786500976		GRAINGER	14.48			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		GRAINGER		63 56152-00-83320	Digesters Maintenance	14.48
==== VENDOR TOTALS ====			393.81			
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01-000313 LINCOLN CO TREASURER'S OFFICE						
I-16810		LINCOLN CO TREASURER'S OFFICE	716.86			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		LINCOLN CO TREASURER'S OFFICE		63 56150-00-82720	Landfill Tipping Fees	716.86
==== VENDOR TOTALS =====			716.86			

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=====						
01-000351 LOCAL GOVERNMENT INVESTMENT PO						
I-013126		LOCAL GOVERNMENT INVESTMENT P	8,750.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		LOCAL GOVERNMENT INVESTMENT PO		62 11-2735	LGIP 02 WATER	8,750.00
=== VENDOR TOTALS ===			8,750.00			
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01-000317 MARTELLE WATER TREATMENT						
I-30807		MARTELLE WATER TREATMENT	5,502.90			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		MARTELLE WATER TREATMENT		63 56150-00-82400	Phosphorous Removal Chem	5,502.90
I-30845		MARTELLE WATER TREATMENT	4,508.60			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		MARTELLE WATER TREATMENT		62 53712-00-63100	Chemicals	4,508.60
==== VENDOR TOTALS ===			10,011.50			
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01-000041 MERRILL ACE HARDWARE						
C-DISC ALL 1/2026		MERRILL ACE HARDWARE	4.15CR			
2/11/2026	4	DUE: 1/31/2026 DISC: 1/31/2026		1099: N		
		MERRILL ACE HARDWARE		63 56152-00-83200	Lift Station Maintenance	4.15CR
C-DISC ALLOW 1/2026		MERRILL ACE HARDWARE	7.22CR			
2/11/2026	4	DUE: 1/31/2026 DISC: 1/31/2026		1099: N		
		MERRILL ACE HARDWARE		62 53713-00-64100	Supplies & Expenses	7.22CR
C-MISC DISC 1/2026		MERRILL ACE HARDWARE	0.08CR			
1/31/2026	4	DUE: 1/31/2026 DISC: 1/31/2026		1099: N		
		MERRILL ACE HARDWARE		62 53713-00-64100	Supplies & Expenses	0.08CR
I-249220		MERRILL ACE HARDWARE	7.98			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		MERRILL ACE HARDWARE		62 53713-00-64100	Supplies & Expenses	7.98
I-249399		MERRILL ACE HARDWARE	38.98			
2/11/2026	4	DUE: 1/15/2026 DISC: 1/15/2026		1099: N		
		MERRILL ACE HARDWARE		63 56152-00-83200	Lift Station Maintenance	38.98
I-249481		MERRILL ACE HARDWARE	49.99			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		MERRILL ACE HARDWARE		62 53713-00-64100	Supplies & Expenses	49.99
I-249571		MERRILL ACE HARDWARE	14.16			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		MERRILL ACE HARDWARE		62 53713-00-65300	Maint - Meters	14.16

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-000041		MERRILL ACE HARDWARE				(** CONTINUED **)

I-249661		MERRILL ACE HARDWARE	32.49			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		MERRILL ACE HARDWARE		63 56152-00-83310	Secondary Maintenance	32.49
		=== VENDOR TOTALS ===	132.15			
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01-000328		MERRILL WATER UTILITY				

I-011526		MERRILL WATER UTILITY	629.83			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		MERRILL WATER UTILITY		63 56152-00-83400	Bldg./Grounds Maintenanc	629.83
		=== VENDOR TOTALS ===	629.83			
=====						
01-005702		MILWAUKEE RUBBER PRODUCTS INC				

I-0128299-IN		MILWAUKEE RUBBER PRODUCTS INC	438.12			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		MILWAUKEE RUBBER PRODUCTS INC		63 56152-00-83300	Primary Maintenance	438.12
		=== VENDOR TOTALS ===	438.12			
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01-000540		NAPA AUTO PARTS				

I-172461		NAPA AUTO PARTS	19.24			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		NAPA AUTO PARTS		63 56152-00-83200	Lift Station Maintenance	19.24

I-172864		NAPA AUTO PARTS	30.99			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		NAPA AUTO PARTS		63 56152-00-83320	Digesters Maintenance	30.99
		=== VENDOR TOTALS ===	50.23			
=====						
01-000336		NIENOW ELECTRIC, INC				

I-4668		NIENOW ELECTRIC, INC	157.50			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: Y		
		NIENOW ELECTRIC, INC		10 51525-15-32915	Digger's Hotline-Fiber	157.50

I-4669		NIENOW ELECTRIC, INC	976.90			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: Y		
		NIENOW ELECTRIC, INC		63 56152-00-83200	Lift Station Maintenance	976.90

I-4670		NIENOW ELECTRIC, INC	550.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: Y		
		NIENOW ELECTRIC, INC		63 56152-00-83200	Lift Station Maintenance	550.00

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-000336		NIENOW ELECTRIC, INC			(** CONTINUED **)	

I-4671		NIENOW ELECTRIC, INC	315.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: Y		
		NIENOW ELECTRIC, INC		63 56152-00-83200	Lift Station Maintenance	315.00

I-4672		NIENOW ELECTRIC, INC	197.45			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: Y		
		NIENOW ELECTRIC, INC		63 56152-00-83200	Lift Station Maintenance	197.45
		=== VENDOR TOTALS ===	2,196.85			
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01-000337		NORTH CENTRAL LABORATORIES				

I-529985		NORTH CENTRAL LABORATORIES	493.73			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		NORTH CENTRAL LABORATORIES		63 56150-00-82710	Laboratory Supplies	493.73

I-530539		NORTH CENTRAL LABORATORIES	474.53			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		NORTH CENTRAL LABORATORIES		62 53712-00-63200	Water Treatment Supplies	474.53
		==== VENDOR TOTALS ===	968.26			
=====						
01-002179		OFFICE ENTERPRISES INCORPORATE				

I-598281		OFFICE ENTERPRISES INCORPORAT	356.21			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		OFFICE ENTERPRISES INCORPORATE		62 53716-00-92100	Supplies & Expenses	178.11
		OFFICE ENTERPRISES INCORPORATE		63 56156-00-85100	Office Supplies & Expens	178.10
		==== VENDOR TOTALS ===	356.21			
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01-001392		PACE ANALYTICAL SERVICES LLC				

I-2640171849		PACE ANALYTICAL SERVICES LLC	475.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		PACE ANALYTICAL SERVICES LLC		63 56150-00-82705	Industrial Monitoring	475.00

I-2640172028		PACE ANALYTICAL SERVICES LLC	325.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		PACE ANALYTICAL SERVICES LLC		63 56150-00-82705	Industrial Monitoring	325.00

I-2640172029		PACE ANALYTICAL SERVICES LLC	475.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		PACE ANALYTICAL SERVICES LLC		63 56150-00-82705	Industrial Monitoring	475.00

I-2640172057		PACE ANALYTICAL SERVICES LLC	300.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		PACE ANALYTICAL SERVICES LLC		63 56156-00-85220	Outside Lab Services	300.00

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-001392 PACE ANALYTICAL SERVICES LLC (** CONTINUED **)						
I-2640172092		PACE ANALYTICAL SERVICES LLC	509.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		PACE ANALYTICAL SERVICES LLC		63 56156-00-85220	Outside Lab Services	509.00
=== VENDOR TOTALS ===			2,084.00			

01-002599 PRECISION LASER CUTTING, LLC						
I-47168		PRECISION LASER CUTTING, LLC	55.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		PRECISION LASER CUTTING, LLC		63 56152-00-83300	Primary Maintenance	55.00
=== VENDOR TOTALS ===			155.00			

01-000586 QUILL LLC						
I-47306775		QUILL LLC	917.77			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		QUILL LLC		62 53716-00-92100	Supplies & Expenses	458.89
		QUILL LLC		63 56156-00-85100	Office Supplies & Expens	458.88
=== VENDOR TOTALS ===			917.77			

01-004523 RHYME BUSINESS PRODUCTS						
I-41168168		RHYME BUSINESS PRODUCTS	133.89			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		RHYME BUSINESS PRODUCTS		62 53716-00-92100	Supplies & Expenses	66.95
		RHYME BUSINESS PRODUCTS		63 56156-00-85100	Office Supplies & Expens	66.94
=== VENDOR TOTALS ===			133.89			

01-002659 SELER INSTRUMENT & MFG CO I						
I-INV71212		SELER INSTRUMENT & MFG CO	1,189.84			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		SELER INSTRUMENT & MFG CO I		62 53716-00-85500	GIS - Water Components	594.92
		SELER INSTRUMENT & MFG CO I		63 56156-00-85050	GIS - Sewer Components	594.92
=== VENDOR TOTALS ===			5,739.84			

PACKET: 12295 UTILITY

VENDOR SET: 01 City of Merrill

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-000572 SHARE CORP						
I-328379		SHARE CORP	311.32			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		SHARE CORP		63 56152-00-83400	Bldg./Grounds Maintenanc	311.32

I-329391		SHARE CORP	956.27			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		SHARE CORP		63 56150-00-82700	Other Operating Sup/Exp	956.27
		=== VENDOR TOTALS ===	1,267.59			
=====						
01-000751 SJE						
I-CD99604312		SJE	2,106.62			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		SJE		63 56152-00-83500	Maint of SCADA System	2,106.62
		=== VENDOR TOTALS ===	2,106.62			
=====						
01-000284 VIP ALL-VALUE						
I-0117869-001		VIP ALL-VALUE	64.81			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		VIP ALL-VALUE		63 56156-00-85220	Outside Lab Services	64.81

I-0117881-001		VIP ALL-VALUE	53.44			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		VIP ALL-VALUE		63 56150-00-82705	Industrial Monitoring	53.44
		=== VENDOR TOTALS ===	118.25			
=====						
01-000587 WI STATE LAB OF HYGIENE						
I-833284		WI STATE LAB OF HYGIENE	31.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		WI STATE LAB OF HYGIENE		62 53712-00-63210	Outside Services-Testing	31.00
		==== VENDOR TOTALS ===	31.00			
=====						
01-003021 WISCONSIN LAND INFORMATION ASS						
I-4523		WISCONSIN LAND INFORMATION AS	65.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		WISCONSIN LAND INFORMATION ASS		62 53716-00-85500	GIS - Water Components	32.50
		WISCONSIN LAND INFORMATION ASS		63 56156-00-85050	GIS - Sewer Components	32.50
		==== VENDOR TOTALS ===	65.00			

PACKET: 12295 UTILITY

VENDOR SET: 01 City of Merrill

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-001976	WRWA					
I-2026	TECH CONF	WRWA	540.00			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		WRWA		62 53716-00-93000	Miscellaneous Expense	540.00
		==== VENDOR TOTALS ===	540.00			
=====						
01-000227	XYLEM WATER SOLUTIONS U.S.A. I					
C-32062179327		XYLEM WATER SOLUTIONS U.S.A.	76.56CR			
2/11/2026	4	DUE: 1/31/2026 DISC: 1/31/2026		1099: N		
		XYLEM WATER SOLUTIONS U.S.A. I		63 56150-00-82710	Laboratory Supplies	76.56CR
I-3556E05041		XYLEM WATER SOLUTIONS U.S.A.	1,385.49			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		XYLEM WATER SOLUTIONS U.S.A. I		63 50000-07-56472	Storm Water Pump	1,385.49
I-3556E05042		XYLEM WATER SOLUTIONS U.S.A.	10,572.38			
2/11/2026	4	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		XYLEM WATER SOLUTIONS U.S.A. I		63 50000-07-56472	Storm Water Pump	10,572.38
		=== VENDOR TOTALS ===	11,881.31			
		==== PACKET TOTALS ===	80,088.27			

PACKET: 12295 UTILITY

VENDOR SET: 01 City of Merrill

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS 80,176.28
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 88.01CR

BATCH TOTALS 80,088.27

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2026		10 -21-0000	Accounts Payable Control	157.50-*				
		10 -51525-15-32915	Digger's Hotline-Fiber	157.50	2,000	1,842.50	194,533	184,842.73
		62 -11-2735	LGIP 02 WATER	8,750.00				
		62 -15-5000	Materials/Supplies-Const	810.00				
		62 -21-0000	Accounts Payable Control	23,309.54-*				
		62 -53712-00-63100	Chemicals	4,508.60	28,560	24,051.40	71,060	66,551.40
		62 -53712-00-63200	Water Treatment Supplies	474.53	7,000	6,525.47	71,060	70,585.47
		62 -53712-00-63210	Outside Services-Testing	361.00	7,000	6,639.00	71,060	70,699.00
		62 -53712-00-63500	Maint - Treatment Plant	44.28	15,000	14,955.72	71,060	71,015.72
		62 -53713-00-64100	Supplies & Expenses	228.60	5,000	4,771.40	313,000	285,082.15
		62 -53713-00-65201	Maint - Diggers Hotline	2,467.60	30,500	28,032.40	313,000	282,843.15
		62 -53713-00-65300	Maint - Meters	942.59	30,000	29,057.41	313,000	284,368.16
		62 -53713-00-65500	Maint - Other Plant	60.95	12,500	12,439.05	313,000	285,249.80
		62 -53716-00-85500	GIS - Water Components	2,913.39	5,000	2,086.61	972,806	939,347.53
		62 -53716-00-92100	Supplies & Expenses	703.95	9,250	7,642.18	972,806	941,556.97
		62 -53716-00-92300	Outside Serv. Employed	504.05	23,500	22,910.56	972,806	941,756.87
		62 -53716-00-93000	Miscellaneous Expense	540.00	7,500	6,960.00	972,806	941,720.92
		63 -11-2650	Capital Rep.-incredibleb	20,000.00				
		63 -21-0000	Accounts Payable Control	56,621.23-*				
		63 -50000-07-56472	Storm Water Pump	11,957.87	50,000	38,042.13	475,000	463,042.13
		63 -56150-00-82400	Phosphorous Removal Chem	5,502.90	41,500	35,997.10	339,500	303,498.34
		63 -56150-00-82700	Other Operating Sup/Exp	4,733.12	7,500	2,766.88	339,500	304,268.12
		63 -56150-00-82705	Industrial Monitoring	1,328.44	15,000	12,954.95	339,500	307,672.80
		63 -56150-00-82710	Laboratory Supplies	417.17	15,000	14,582.83	339,500	308,584.07
		63 -56150-00-82720	Landfill Tipping Fees	716.86	5,500	4,783.14	339,500	308,284.38
		63 -56152-00-83107	Televising of Sewers	838.54	15,000	5,895.64	329,500	308,849.26
		63 -56152-00-83200	Lift Station Maintenance	2,375.68	32,500	30,124.32	329,500	307,312.12
		63 -56152-00-83300	Primary Maintenance	493.12	30,000	28,278.35	329,500	309,194.68
		63 -56152-00-83310	Secondary Maintenance	32.49	40,000	37,824.48	329,500	309,655.31
		63 -56152-00-83320	Digesters Maintenance	93.30	25,000	23,318.43	329,500	309,594.50
		63 -56152-00-83330	Belt Press Maintenance	100.00	22,000	18,822.72	329,500	309,587.80

PACKET: 12295 UTILITY

VENDOR SET: 01 City of Merrill

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		63 -56152-00-83400	Bldg./Grounds Maintenanc	1,084.39	50,000	45,890.57	329,500	308,603.41
		63 -56152-00-83500	Maint of SCADA System	2,106.62	10,000	7,893.38	329,500	307,581.18
		63 -56156-00-85050	GIS - Sewer Components	2,913.40	5,000	2,086.60	589,139	557,683.55
		63 -56156-00-85100	Office Supplies & Expens	703.92	5,000	4,121.37	589,139	559,893.03
		63 -56156-00-85200	Outside Service Employed	349.60	20,000	19,542.14	589,139	560,247.35
		63 -56156-00-85220	Outside Lab Services	873.81	7,500	6,326.19	589,139	559,723.14
		99 -14-0010	Due from General Fund	157.50 *				
		99 -14-0062	Due From Water Fund	23,309.54 *				
		99 -14-0063	Due From Sewer Fund	56,621.23 *				
		** 2026 YEAR TOTALS		80,088.27				

2/10/2026 6:40 AM

A/P Regular Open Item Register

PAGE: 13

PACKET: 12295 UTILITY

VENDOR SET: 01 City of Merrill

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	2/2026	157.50
62	1/2026	0.08-
62	2/2026	23,309.62
63	2/2026	56,621.23

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

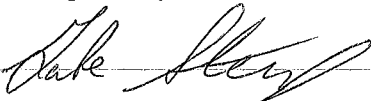
January 28th, 2026

TO: Water & Sewage Committee
FROM: Gabe Steinagel, Utility Manager
RE: Operations Report

Water & Sewer Operations & Water Recycling Operations aka Wastewater Operations

- We're continuing with meter changes and water lateral inspections.
- The annual inspections for the lift stations has been completed. We also installed a flashing red light to Oregon & Jackson to make it more visible.
- All the cities backflow preventers have been tested and registered.
- We've thawed a couple services and have about 20 houses running water now. We're still monitoring the frost levels.
- We also completed our CPR and First Aid training.

Respectfully submitted,



Gabe Steinagel
Utility Manager



DOCUMENT NO.

EASEMENT

481532

SARAH L. KOSS
LINCOLN COUNTY, WI
REGISTER OF DEEDS

04/22/2010 03:21:00PM

REC FEE: 15.00
PAGES: 3

Recording Area

THIS CONTRACT made this 22nd of April, 2010, by and between Doug and Cindy LLC, 3300 Thielman Street, Merrill, WI, herein referred to as "Grantor", and the City of Merrill, Wisconsin, a municipal corporation, hereinafter called "City". For and in consideration of Ten and no/100 Dollars (\$10.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Grantor grants unto the City an easement as outlined below and the parties hereto agree as follows:

WITNESSETH:

Return to:

Thomas N. Hayden, Merrill City Attorney
1004 E. 1st St., Merrill, WI 54452

8 15.00c - Pd.

1. Grantor hereby grants unto City a perpetual (except for the temporary construction easement area) right of way and easement forever and across the lands hereinafter specifically described, for the purpose of clearing, trenching for, laying, constructing, maintaining and repairing a sewer main together with all its necessary apparatus and appurtenances.

2. The land over and across which said easement and right of way is granted is more specifically described as follows:

A Utility Easement being a part of Lot 1 of Lincoln County Certified Survey Map Number 2122 located in the Northeast 1/4 of the Southeast 1/4 of Section 7, Township 31 North, Range 7 East, City of Merrill, Lincoln County, Wisconsin, said easement being a 50 foot wide temporary construction easement and a permanent 20 foot wide utility easement centered on the following described line: Commencing at the Southeast corner of said Lot 1; Thence North 00°13'17" East along the West Right-of-Way line of Pine Ridge Avenue, 907.13 feet to the Point of Beginning; Thence South 86°00'11" West 536.01 feet; Thence South 02°02'40" East, 212.83 feet to the Westerly line of Lot 1 of said Certified Survey Map Number 2122, and the Point of Termination, being a part of

Lot 1 of Certified Survey Map #2122,

Tax ID. No.:34.0001.000.087.06.01

3. City is to have and to hold the above described easement for the uses and purposes herein set forth forever.

4. The City of Merrill agrees to allow the Grantor the right to install any other utilities, such as gas lines or electric lines, to service Grantor's property within the utility easement that is being given to the City of Merrill for a sanitary sewer and water mains and Grantor's right shall be perpetual with the sole discretion as to location being up to the Grantor. Notwithstanding the rights granted by this paragraph, Grantor shall install any other utilities in the utility easement in a manner which does not interfere with the City's sewer and water mains and shall repair any damage to the City's sewer and waters caused by Grantor's installation of such other utilities at Grantor's sole cost. Prior to beginning any installation of utilities under this paragraph, Grantor shall notify the City in writing of such installation.

5. Grantor hereby agrees that they, and their heirs, executors, administrators, grantees and assigns, will permit the City by and through its proper officers, agents or employees at any and all times, when necessary or convenient so to do, to go over and upon the described land in order to perform any and all acts necessary or convenient for the City in order to maintain or repairing the utility lines and/or accessory equipment and properly carry into effect the purposes for which this grant and easement is made.
6. City shall endeavor to proceed with the easement construction project as soon as possible; such efforts at initial construction completion shall be performed in good faith by the City with an anticipated construction being in the year 2010.
7. City shall operate and maintain its easement in such a manner as not to interfere with the rights reserved to Grantor and City shall keep said easement right-of-way in good repair and condition, and operate the same so as not to interfere with the facilities or operation of the Grantor. Said easement shall not become a public access unless agreed on in writing between the parties hereto.
8. City agrees to indemnify, save and keep harmless Grantor, its agents, employees, successors and assigns, from all liability, liens, judgments, costs, damages and expense of whatever kind and nature which may in any way be suffered by Grantor, its agents, employees, successors or assigns by reason of, or in consequence of the operator of said easement by City or for, or on account of any act or thing done or suffered, or omitted to be done, under the grant of this easement to City.
9. The Grantor shall be permitted to mow, maintain or plant area in a yard type condition, and shall further be permitted to construct, maintain and repair a private road over the easement area; however, no permanent buildings or structures may be erected in the easement area by the Grantor. It is understood that said easement shall not interfere with any buildings. Grantor may use said easement area for his own purposes, including a private road, however, Grantor shall not make any construction over or use of said property which will interfere with said easement by the City, without the written consent of the City.
10. The City agrees at its own cost to restore the premises subject to this easement to its condition prior to any work being completed by the City, which shall include seeding and/or sodding the easement area to prevent soil erosion, but shall not include replanting of trees in the event that any trees must be removed to install the utilities contemplated herein.
11. This agreement shall inure to and bind the agents, grantees, successors, and assigns of the parties and each and everyone of the benefits and burdens of this contract shall run with the land.
12. Notices under this agreement shall be delivered to the following addresses unless either party notifies the other of a change in writing:

To the Grantor:

Doug and Cindy LLC
 3300 Thielman Street
 Merrill, WI 54452

To the City (Send Two):

City of Merrill
 City Engineering Depart.
 1004 E. First Street
 Merrill, WI 54452

City of Merrill
 City Clerk
 1004 E. First Street
 Merrill, WI 54452

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

CITY OF MERRILL

DOUG AND CINDY LLC

By: William R. Bialecki
William R. Bialecki, Mayor

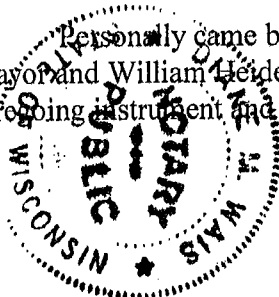
By: Douglas R. Zastrow
Doug Zastrow

By: William Heideman
William Heideman, City Clerk

By: Cynthia A. Zastrow
Cindy Zastrow

STATE OF WISCONSIN)
)ss.
COUNTY OF LINCOLN)

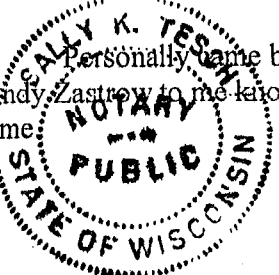
Personally came before me this 22nd day of April, 2010, the above named William R. Bialecki, Mayor and William Heideman, Clerk for the City of Merrill, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Diane M. Davis
Notary Public, Wisconsin
My Commission: 1-23-2011

STATE OF WISCONSIN)
)ss.
COUNTY OF LINCOLN)

Personally came before me this 21 day of April, 2010, the above named Doug Zastrow, and Cindy Zastrow to me known to be the persons who executed the foregoing instrument and acknowledged the same.

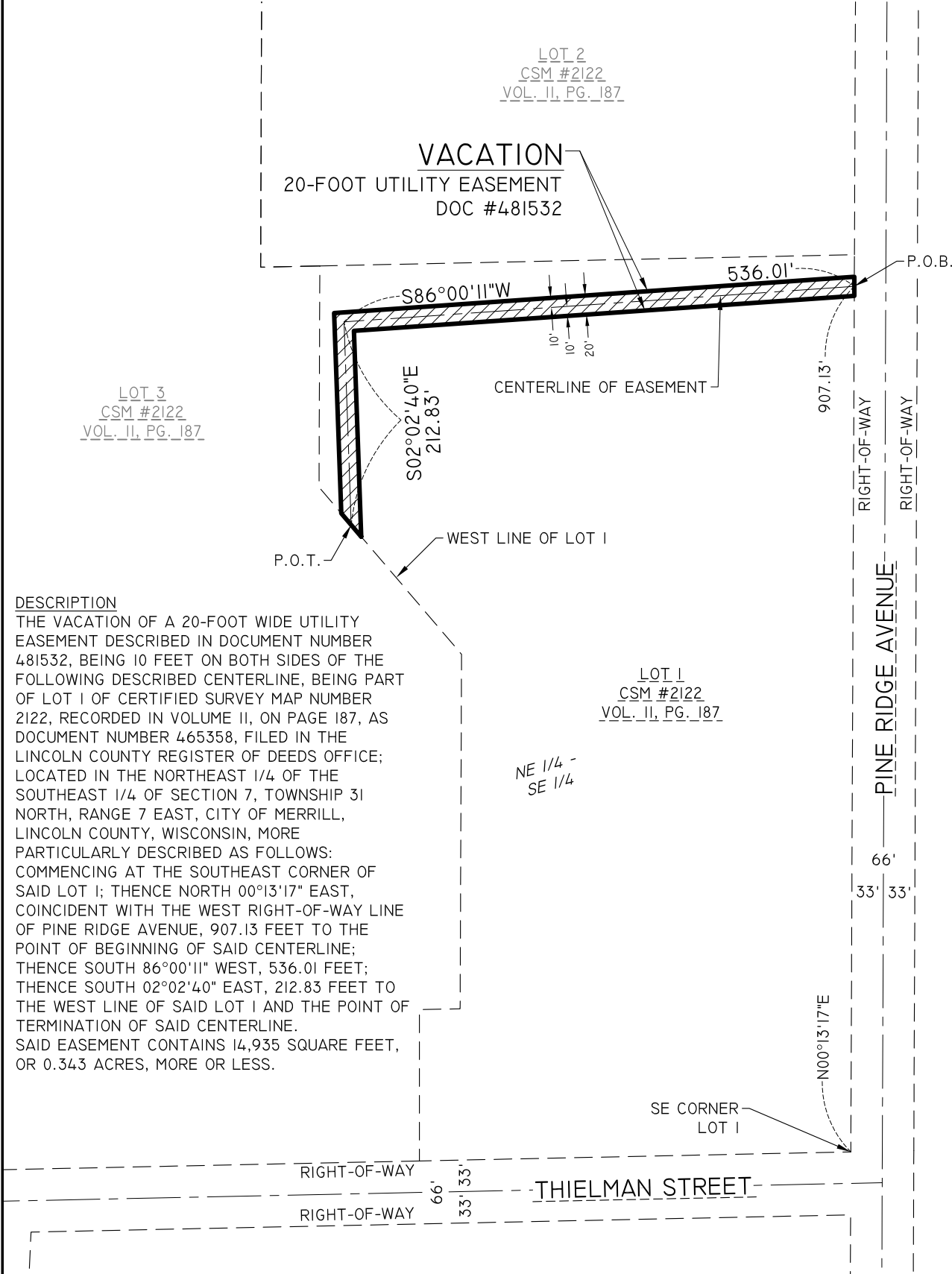


Sally K. Tesch
Notary Public, Wisconsin
My Commission: 8/8/2010

Drafted by:
Thomas N. Hayden
City Attorney, City of Merrill
1004 E. First Street, Merrill, WI 54452
State Bar #1018400

EXHIBIT MAP

PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2122, RECORDED IN VOLUME II, ON PAGE 187, AS DOCUMENT NUMBER 465358, FILED IN THE LINCOLN COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 31 NORTH, RANGE 7 EAST, CITY OF MERRILL, LINCOLN COUNTY, WISCONSIN.



DESCRIPTION

THE VACATION OF A 20-FOOT WIDE UTILITY EASEMENT DESCRIBED IN DOCUMENT NUMBER 481532, BEING 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2122, RECORDED IN VOLUME II, ON PAGE 187, AS DOCUMENT NUMBER 465358, FILED IN THE LINCOLN COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 31 NORTH, RANGE 7 EAST, CITY OF MERRILL, LINCOLN COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°13'17" EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF PINE RIDGE AVENUE, 907.13 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 86°00'11" WEST, 536.01 FEET; THENCE SOUTH 02°02'40" EAST, 212.83 FEET TO THE WEST LINE OF SAID LOT 1 AND THE POINT OF TERMINATION OF SAID CENTERLINE. SAID EASEMENT CONTAINS 14,935 SQUARE FEET, OR 0.343 ACRES, MORE OR LESS.

REI Engineering, INC. 4080 N. 20TH AVENUE WAUSAU, WISCONSIN 54401 PHONE: 715.675.9784 EMAIL: MAIL@REIENGINEERING.COM	SCALE		DATE: 11-03-2025	EXHIBIT ZASTROW THE BEER MAN 3300 THIELMAN STREET MERRILL, WISCONSIN 54452	REI No. 12223
			DRAWN BY: JLR		SHEET 1 OF 1
			SURVEY DATE: NA		

Site Name: City of Merrill Water Utility Tower
Site #: MerWU 001 Alamosa #ML 15AL350

ALAMOSA SITE AGREEMENT

This Site Agreement ("Agreement") is made as of this 27th day of June, 2001, by and between **City of Merrill**, a Wisconsin municipal corporation (Owner), whose address is 1004 East First Street, Merrill, WI 54452, and **Alamosa (Wisconsin) Properties, LLC** (Alamosa), a Texas limited liability corporation, whose address is PO Box 64840, Lubbock, TX 79464-4840, for the leasing of certain property interests at 501 East Street, Merrill, WI, WI, more particularly described on Exhibit "A" attached hereto and made a part hereof by reference ("Owner's Property"). The Owner's Property consists of the area on East Street in the City of Merrill on which the Owner's water utility water tower is located. This Agreement is made pursuant to the following terms:

1. PROPERTY; ACCEPTANCE.

A. Leased Premises. Owner currently owns a parcel of land (hereinafter referred to as the "Land") and owns and operates a water tower (hereinafter referred to as the "Tower") located thereon in the City of Merrill, Lincoln County, Wisconsin (hereinafter the Tower and Land are collectively referred to as the "Property"). The Land is more particularly described in Exhibit A attached hereto. Owner hereby leases to Alamosa and Alamosa leases from Owners, on a non-exclusive basis, approximately five hundred (500) square feet (20' x 25') of land; non-exclusive easements required to run utility lines and cables; and a non-exclusive easement across Owner's Property over existing roads and space on the Tower at the eighty-eight (88) foot level (hereinafter referred to as "Leased Premises") as shown on survey for access to the Leased Premises on Exhibit A.

B. Acceptance of Leased Premises by Alamosa. By taking possession of the Leased Premises, Alamosa accepts the Leased Premises in the condition existing as of the Commencement Date. Owner makes no representation or warranty with respect to the condition of the Leased Premises and Owner shall not be liable for any latent or patent defect in the Leased Premises.

2. **TERM.** The initial term of this Agreement shall begin on the Commencement Date (as defined in this Section) and subject to the terms of this Agreement, shall end on June 30, 2006 ("Initial Term"). The Commencement Date shall be the earlier of the date on which Alamosa commences construction on the Leased Facilities or all conditions precedent detailed in Exhibit "C" have been met (in no event later than October 1, 2001). Notwithstanding the foregoing, if Alamosa has not installed its communications facilities (as hereinafter defined) or if this Agreement has not commenced by October 1, 2001 this Agreement shall become null and void and the parties shall have no further obligations to each other.

3. **RENT.** Alamosa shall pay Owner as annual rent for the initial year shall be FIFTEEN THOUSAND SIX HUNDRED and NO/100 DOLLARS (\$15,600) ("Initial Annual Rent"), plus any applicable sales tax, in equally monthly installments in advance, beginning on the Commencement Date for the first month (or portion thereof) of the term of this Agreement and thereafter on the first (1st) business day of each month. Payments shall be made payable to "City of Merrill Treasurer"

and mailed to City of Merrill, Finance Department, 1004 East First Street, Merrill, WI 54703. Rent for any initial partial month shall be pro-rated based on a 365-day calendar year. In addition to the foregoing rent, in the event that the Owner is able to provide all necessary approvals and gains authority to and executes this agreement on or before June 30, 2001, Alamosa shall pay the Owner a signing bonus of one thousand five hundred dollars (\$1,500.00).

4. OPTION TERMS. Alamosa may extend the term of this Agreement for four (4) additional five (5) year periods after the Initial Term (each of the four (4) periods being an "Option Period"). The base rent for each year of such additional five (5) year periods (each being referred to as an "Additional Period") shall be as follows:

First Option Period (years 2006 through 2010)	\$ 17,940	per year
Second Option Period (years 2011 through 2015)	\$ 20,631	per year
Third Option Period (years 2016 through 2020)	\$ 23,726	per year
Fourth Option Period (years 2021 through 2025)	\$ 27,284	per year

Alamosa shall be deemed to have elected to extend the term for the ensuing Option Period unless it gives Owner written notice of its intention not to extend at least sixty (60) days prior to the expiration of the Initial Term or immediately prior Option Period.

5. USE.

A. Communications Facility; As-Built Survey. Alamosa may use the Leased Premises for the purpose of installing, removing, replacing, maintaining, modifying, altering and operating a communications facility consisting of personal communication system antennas attached to the railing surrounding the catwalk on the Tower in accordance with the plans submitted and approved by the Owner’s City Engineer together with feed lines, electrical wiring, transmitting and receiving equipment and Alamosa installed amenities, (collectively, the "Communications Facility" or "Communications Facilities"). The Communications Facilities, including all supports, appurtenances and structures, shall be confined to the 20’ x 25’ parcel leased under Section 1 of this Agreement and to the catwalk area on the Tower. In no event shall Alamosa attach any apparatus to the storage tank portion of the Tower. The Communications Facilities shall be used for the purposes of accommodating personal communications services, cellular telecommunications services, internet wireless, or paging services all as defined and described in Exhibit “A1”. In the event Alamosa desires to utilize the Leased Premises for any other purpose, Alamosa shall obtain the advance written approval of Owner. Alamosa’s use of the Owner’s Property shall be non-exclusive. Alamosa’s use of the 20’ x 25’ area described in Section 1 shall be exclusive. The Communications Facility location and manner of attachment to the Leased Premises shall be subject to the prior approval by Owner. Within thirty (30) days following the installation of the Communications Facility Alamosa shall provide the Owner with an as-built survey showing the actual location of the Communications Facility, including the Communications Facilities, as installed. Said survey shall be accompanied by a detailed and complete inventory of all equipment and appurtenances installed by Alamosa in conjunction with the Communications Facilities.

B. **Damage; Access.** Any damage done to the Leased Premises or Owner's Property during any Alamosa operations shall be repaired or replaced within ten (10) days at Alamosa's expense and to Owner's sole and reasonable satisfaction. Owner shall allow Alamosa to have twenty-four (24) hour, seven (7) day a week year round access to the Leased Premises without prior authorization of the Owner. Such access to the Leased Premises shall be over existing driveways or access roads. Any special access or maintenance required by Alamosa shall be the sole responsibility of and paid for by Alamosa. Such maintenance provided by Alamosa shall not create new access or change existing access unless approved in advance and in writing by the Owner.

C. **Maintenance; Repair.** After initial construction of the Communications Facility, Owner shall physically maintain and repair existing access to Alamosa's Leased Premises; provided, that Owner shall not be obligated to exceed the normal and usual standards of maintenance and repair for its own purposes. Alamosa shall, at its own expense, maintain the Communications Facilities and Leased Premises and all improvements, equipment and other personal property on the Leased Premises in good working order, condition and repair. Alamosa shall keep the Leased Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Owner shall remove snow on the access road as necessary for its purposes; any additional snow removal shall be at Alamosa's expense. No exterior storage of materials, equipment or vehicles shall be permitted by Alamosa on the Leased Premises, except for the temporary and orderly placement of items in conjunction with maintenance, repair, replacement or removal activities.

D. **Damage to Water Tank:** Alamosa shall exercise special precautions to avoid damage to the storage tank and related facilities on the Tower. Alamosa assumes all responsibility for any and all loss resulting from damage to the storage tank, existing buildings, and grounds arising in any manner out of the installation, operation, maintenance, use, or removal of the Wireless Communications Facility. Alamosa shall make an immediate report to Owner of any occurrence of such damage. Alamosa agrees to reimburse Owner for the expense incurred in making repairs to damage caused by Alamosa, its agents, employees, contractors, sub-contractors, or invitees, or resulting from the presence of Alamosa's Wireless Communications Facility on Owner's property. In the event Owner elects to paint the storage tank, Owner will notify Alamosa at least ninety (90) days in advance of the date when the storage tank is scheduled to be painted. Owner will select, after consulting with Alamosa, which of the following two options will be used:

1. **Option 1:** Shortly before the painting date, Alamosa, at its sole expense, shall place a temporary antenna array on a crane parked on the Property. Alamosa will then remove the antennas from the storage tank and the painting will proceed as it normally does. Once the painting is finished, Alamosa, at its sole expense, will then re-attach the antennas where they were and will have them painted to match the newly painted storage tank. Said temporary antenna array shall be placed on the Property in such a manner so as to not interfere with either the painting of the Tower or the operation of the Tower.
2. **Option 2:** The painting contractor will bid on the cost of painting the storage tank without the antennas. The contractor will then bid on the cost of painting the storage tank with Alamosa's antennas left in place. The contractor will then proceed to paint the storage tank with the Alamosa's antennas left in place. Alamosa shall reimburse Owner for the difference between the two bids.

E. Taxes. Alamosa shall pay all personal property and other taxes or payments in lieu of taxes (if any), assessed against the Communications Facility as the same become due and payable. Alamosa agrees to pay all fees, charges and expenses required for licenses and/or permits required for or occasioned by Alamosa's use of the Leased Premises. In the event that a tax is imposed upon or against the rentals payable by Alamosa to Owner, whether payable by Alamosa or an Other Provider which does not require additional real property, Alamosa shall assume and pay those taxes in the same manner as provided for the payment of other taxes. Owner shall timely pay all real property taxes, if any (Owner's Property currently being tax exempt), and assessments against the Owner's Property, excluding the Leased Premises.

F. Construction or Mechanics Liens. Alamosa shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises or Owner's Property, by reason of work, labor, services or materials supplied or claimed to have been supplied by Alamosa or anyone holding the Leased Premises or any part thereof through or under Alamosa. Nothing contained in this Agreement shall be deemed or construed as constituting the consent or request of the Owner, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvement, alteration or repair of or to the Leased Premises or Owner's Property or any part thereof, or as giving Alamosa any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or construction lien against the fee of the Leased Premises or Owner's Property. If any such lien is filed, Alamosa shall immediately cause the same to be discharged or released or shall, at the option and at the request of Owner, provide adequate and acceptable security or bond to protect Owner's interests.

If any such construction or mechanics' lien is filed against the Leased Premises or Owner's Property Alamosa covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the Owner free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person arising from such lien or the circumstances that resulted in the filing of the lien. Alamosa further covenants that it will defend, on behalf of the Owner, at Alamosa's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered thereon. In the event Alamosa fails to perform any of the foregoing obligations, the Owner may take such action as may be necessary to protect the Owner's interest, in addition to any other right or remedy which it may have, and any amount paid by Owner in connection with such action shall be repaid by Alamosa to the Owner upon demand, together with interest at the rate of twelve percent (12%) per annum.

G. No Signs. No signage shall be permitted to be installed on the Leased Premises without the prior advance written consent of the Owner, except for standard identification and warning signs.

6. COMPLIANCE WITH LAWS. Alamosa shall observe and promptly and effectively comply with all applicable federal, state and local statutes, rules, ordinances, requirements and

regulations. Alamosa may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any such statute, rule, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Alamosa agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the Owner harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

7. UTILITIES AND SECURITY. Installation of and payment for electric service, telephone or other utilities or services to the Communications Facility shall be Alamosa's responsibility. Owner agrees to cooperate with Alamosa in its efforts to connect the Communications Facility to existing utility service at Alamosa's expense. Alamosa shall, at its expense, separately meter consumption of electricity and other utilities associated with its use of the Leased Premises and shall timely pay all costs associated therewith. Alamosa shall also replace the existing fence surrounding the Property with a cyclone fence of sufficient height acceptable to the Owner in order to provide adequate security to the Communications Facilities as well as the Property (the "Property Fence"). Alamosa may provide for a second cyclone fence inside the Property Fence to provide additional security for the Leased Premises.

8. REMOVAL OF COMMUNICATIONS FACILITY.

A. The Communications Facilities and all personal property, trade fixtures, and improvements installed by Alamosa shall be removed by Alamosa upon the termination of this Agreement unless the Owner and Alamosa agree that some or all of said property shall not be removed, in which case all right, title and interest in and to such property shall vest in the Owner immediately upon termination of this Agreement. Upon removal of all or any part of the Communications Facility, Alamosa shall restore the Leased Premises and surrounding area, if applicable, to the reasonable satisfaction of the Owner. Alamosa agrees to provide to the Owner an appropriate conveyance or other documentation necessary to evidence such vesting of right, title and interest in the Owner.

B. To guarantee Alamosa's performance under this Paragraph, Alamosa shall post with the owner a performance bond in the amount of Fifty Thousand and no/100's Dollars (\$50,000) to be available in the event that Alamosa fails to remove the Communications Facilities and/or restore the Leased Premises and surrounding area to the reasonable satisfaction of the Owner.

9. INSURANCE. Alamosa shall maintain commercial general liability insurance insuring Alamosa against liability for bodily injury, death or damage to personal property arising out of use of the Leased Premises by Alamosa, with combined single limits of One Million Dollars (\$1,000,000). Alamosa shall also maintain fire and extended coverage insurance insuring Alamosa's personal property for its full insurable value (subject to reasonable deductibles). Owner shall maintain commercial general liability insurance insuring Owner against liability for bodily injury, death or damage to personal property arising out of ownership, use and management of Owner's Property by Owner or its agents, with combined single limits of One Million and No/100 Dollars (\$1,000,000). Owner shall also maintain fire and extended coverage insurance insuring Owner's Property for its full insurable value (subject to reasonable deductibles). Any policy required to be obtained by a party pursuant to this paragraph shall contain a clause in a form acceptable to the opposite party waiving rights of subrogation against such opposite party or the insurance carrier of

the opposite party with regard to claims, demands, losses, liability, cost and expense arising under paragraphs 12 and 19 of this Agreement.

10. TERMINATION.

A. By Alamosa. This Agreement may be terminated by Alamosa at any time in its sole discretion by giving ninety (90) calendar days advance written notice thereof to Owner, which termination shall not constitute a waiver of Alamosa's rights under the Default paragraph of this Agreement. All rentals paid prior to said termination date shall be retained by the Owner. Upon such termination, this Agreement shall become null and void and the parties shall have no further obligations to each other, except as otherwise provided in this Agreement. Notwithstanding the foregoing, Alamosa shall pay to Owner rent for the balance of the year in which it terminates and an additional six (6) months rent as liquidated damages for early termination, except when termination by Alamosa is the result of Owner's default.

B. By Owner. Owner may, in its sole discretion, and subject to paragraph 17 hereof, terminate this Agreement and take possession of the Leased Premises if any of the following conditions occur:

- i. The loss of license of Alamosa to operate the Communications Facility for any reason, including, but not limited to, nonrenewal, cancellation or expiration of its license;
- ii. The filing by Alamosa of a voluntary petition in bankruptcy;
- iii. The institution of proceedings in bankruptcy against Alamosa and the adjudication of Alamosa as a bankrupt pursuant to such proceedings;
- iv. The taking of Alamosa's assets by a court of competent jurisdiction pursuant to proceedings brought under the provisions of any federal or state reorganization act;
- v. The appointment of a receiver of Alamosa's assets;
- vi. The abandonment by Alamosa of the Leased Premises;
- vii. The use of the Leased Premises for an illegal purpose;
- viii. The failure to pay when due any fees or other monetary sums due pursuant to the terms of this Agreement, and such failure is not cured within ten (10) days of the payment due date.

C. Failure to Maintain Insurance. If Alamosa fails to maintain insurance as required by this Agreement, the Owner may elect to: (1) immediately terminate this Agreement and cause the removal of the Communications Facility installed upon the premises at the sole expense of Alamosa; or (2) purchase or pay for any insurance coverage required by Alamosa and charge Alamosa the cost of same as an additional fee.

D. In the event of termination under Paragraph B. or C., any prepaid rent shall be retained by Owner.

11. INDEMNITY. Alamosa shall indemnify, save and hold harmless the Owner, its officers, employees, agents and representatives, from and against any and all claims, demands, losses, liability, cost (including reasonable attorneys fees), or expense (including any arising under any workers compensation or other occupational disease law), which arise out of the use and/or occupancy of the Leased Premises or Owner's Property by Alamosa, or Alamosa's performance of its duties and responsibilities under this Agreement, including such claims, demands, losses, liability, cost or expense which arise from the deposit, release or discharge by Alamosa, its officers, employees, agents, representatives or assigns of any hazardous substances, environmental pollution or sources of environmental pollution upon or within the property of the Owner's Property. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of Owner, its officers, employees, agents or representatives.

12. CASUALTY.

A. Owner's Property. If any portion of Owner's Property is damaged by any casualty and such damage adversely affects Alamosa's use of the Leased Premises, rent shall abate immediately and Owner shall refund to Alamosa any prepaid rental payment on a pro-rata basis for the period of time the Communications Facility is adversely affected. In the event the Communications Facility is adversely affected for a period of time, which exceeds thirty (30) days, Alamosa may terminate this Agreement by giving written notice to Owner, without further liability hereunder except as otherwise provided in Paragraph 8 of this Agreement.

B. Communications Facilities. If all or a portion of the Communications Facilities is destroyed or damaged so as to materially hinder the effective use of the Communications Facilities through no fault or negligence of Alamosa, Alamosa may elect to terminate this Agreement upon thirty (30) days' written notice to Owner. In such event, Alamosa shall promptly remove the Communications Facilities and associated structures and appurtenances from the Leased Premises, except as otherwise provided in Paragraph 8 of this Agreement. This Agreement (and Alamosa's obligation to pay Rent) shall terminate upon Alamosa's fulfillment of the obligations set forth in this subsection, and Alamosa shall be entitled to the reimbursement of any Rent prepaid by Alamosa.

13. CONDEMNATION. If a condemning authority takes any portion of Owner's Property and such taking adversely affects Alamosa's use of the Leased Premises, this Agreement shall terminate as of the date of the taking if Alamosa gives written notice of the same within thirty (30) days after Alamosa receives notice of such taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in Owner's Property (which for Alamosa may include, where applicable, the value of the Communications Facility, moving expenses, prepaid rent, and business relocation expenses). Sale of all or part of Owner's Property to a purchaser with the power and authority to acquire Owner's Property through eminent domain shall be treated as a taking by condemnation. This Agreement (and Alamosa's obligation to pay Rent) shall terminate upon Alamosa's fulfillment of the obligations set forth in this subsection and as

otherwise provided in Paragraph 8 of this Agreement, and Alamosa shall be entitled to the reimbursement of any Rent prepaid by Alamosa.

14. NON-INTERFERENCE.

A. **Owner's Rights.** Owner, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Owner's Property, including Owner's Tower, including leasing portions of the Owner's Tower, real property and related appurtenances to others. In undertaking such repair, maintenance or alteration the Owner shall not unreasonably interfere with the operation of Alamosa's Communication Facility, and except in cases of emergency, agrees to provide Alamosa with twenty-four (24) hours advance notification if such repair, maintenance, or alteration is reasonably anticipated to interfere with Alamosa's Communications Facility.

B. **Additions to Owner's Property.** Alamosa does not intend to interfere with the use and operation of additional communications facilities that may be added to the Owner's Property subsequent to the Commencement Date of this Agreement. Owner and Alamosa shall use reasonable efforts to resolve and/or avoid any interference in the event additional communications facilities are added to the Owner's Property. In the event Alamosa's operations under this Agreement cause interference with such additional communications facilities, Alamosa shall correct and eliminate such interference to the extent permitted or required by prevailing federal or other applicable regulation. The parties shall attempt to resolve any interference that may occur between Alamosa and any communications facilities added to the Owner's Property subsequent to the date of this Agreement in accordance with the rules and regulations of the Federal Communications Commission, or its successor, if any, then in effect.

C. At Owner's request, Alamosa shall perform an intermod and interference study at the Property and evaluate for interference with its operations of other existing wireless communications users at the Property. Alamosa acknowledges that the disclosed uses and frequencies, as presently identified on Exhibit D annexed hereto, do not, if properly and lawfully operated, interfere with Alamosa's use of the Property, and that Owner's use of the premises will not interfere with such disclosed uses and frequencies.

D. Alamosa further agrees that if Alamosa's Facilities cause any measurable adverse interference with the operations of existing wireless communications users at the Property, Alamosa shall cause the elimination of such interference in a prompt and timely manner. If such measurable adverse interference by Alamosa's Facilities with existing communications equipment cannot be eliminated within a reasonable length of time, but not to exceed forty-eight (48) hours after notice thereof for material interference and thirty (30) days if otherwise measurably adverse, Alamosa shall cause the interference to cease except for brief tests necessary for the elimination of the interference.

E. Following the initial installation of the Communications Facilities, Alamosa agrees not to install any equipment on the Water Tower or change the frequency, power, or type of its existing equipment on the Water Tower with first submitting to Owner a written proposal regarding the proposed configuration and obtaining the written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed. For purposes of this Paragraph, consent shall be deemed to be unreasonably withheld if (i) the proposed installation or changed, altered, or

improved frequency, power or type of equipment is a use that does require additional Water Tower space beyond the existing Water Tower space or impose any increased stresses or loads on the Water Tower in excess of applicable engineering standards; (ii) said installation or changed, altered, or improved frequency, power, or type of equipment is authorized by law and it to be made or installed in accordance with good engineering practices; and (iii) the proposed configuration does not interfere with the transmitters, receivers and equipment of other subtenants or licensees existing on the Water Tower or on the Property at the date when Owner received the aforementioned written proposal.

F. If any measurable adverse interference with the operations of Alamosa's Facilities at the Property is caused by Owner or anyone now or in the future hold a Property interest from or under Owner due to improper or unlawful operation, or any subsequent change to or addition of equipment or improvements by Owner or any such other wireless communications users at the Property, Owner agrees reasonably to cause the elimination of same in a prompt and timely manner. If such measurable adverse interference with Alamosa's Facilities by Owner or other wireless communications users at the Property cannot be eliminated within a reasonable length of time, but not to exceed forty-eight (48) hours after notice thereof for material interference and thirty (30) days of otherwise measurably adverse, Owner shall cause the interference to cease except for brief tests necessary for the elimination of the interference. If such interference is not eliminated to the reasonable satisfaction of Alamosa within said time period, Alamosa, in addition to all rights and remedies available to Alamosa at law or in equity, may terminated this Agreement upon thirty (30) days prior written notice to Owner, with further obligation hereunder except as otherwise provided in Paragraph 8 of this Agreement.

15. TEMPORARY INTERRUPTIONS OF SERVICE. If Owner determines that continued operation of the Communications Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions which is regulated by the federal government), Owner may order Alamosa to discontinue its operation. Alamosa shall immediately comply with such an order. Service shall be discontinued only for the period that such immediate threat exists. If Owner does not give prior notice to Alamosa, Owner shall notify Alamosa as soon as possible after its action and give its reason for taking the action. Owner shall not be liable to Alamosa or any other party for any interruption in Alamosa's service or interference with Alamosa's operation of its Communication Facilities resulting from its actions undertaken pursuant to this Section 15, except as may be caused by the negligence or willful misconduct of the Owner, its employees or agents. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Alamosa shall have the right to terminate this Agreement within its sole discretion for cause and without payment of a termination fee and Alamosa shall be entitled to a reimbursement of prepaid rent covering the period subsequent to the date of service discontinuance.

16. QUIET ENJOYMENT. Alamosa Rights. Alamosa, upon performance of its obligations hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises. Except for Owner's Tower and as otherwise provided in this Agreement, Owner shall not cause or permit any use of Owner's Property which materially interferes with or materially impairs the integrity of the Communications Facility and/or the structure to which it is attached. Except in cases

of emergency, Owner shall not have access to the Communications Facility on the Leased Premises unless accompanied by Alamosa personnel.

17. DEFAULT. Except as expressly limited hereby, Owner and Alamosa shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days.

18. HAZARDOUS SUBSTANCES.

A. Owner's Representations. Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

B. Alamosa Representations. Alamosa represents and warrants that its use of the Leased Premises will not generate any hazardous substance, and it will not utilize, store or dispose on the Leased Premises or transport to or over the Leased Premises any hazardous substance in violation of any applicable federal, state or local law or regulation. Alamosa further agrees to hold Owner harmless from and indemnify Owner against any release of any such hazardous substance by Alamosa or its employees, agents or contractors and any damage, loss, expense or liability resulting from such release, including all reasonable attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence or other fault of Owner, its employees or agents. "Hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

19. OTHER PROVIDERS OF COMMUNICATIONS FACILITIES.

A. Other Providers. Alamosa acknowledges that this Agreement is a nonexclusive lease of space on Owner's Property and Owner may lease space to other providers ("Other Providers"). Such Other Providers shall be subject to the same communications facility requirements as Alamosa under the terms of this Agreement and shall be required to construct their communications facilities in a manner that will not interfere with Alamosa's use of the Leased Premises.

B. Cooperation. Alamosa shall cooperate with each new Other Provider in connection with their locating and placing their antennas and other facilities on the Property.

20. TITLE/LIEN WAIVER

Title to Alamosa's improvements, inventory, equipment, trade fixtures, furnishings and all other property of Alamosa shall be held by Alamosa. Alamosa's Equipment shall remain Alamosa's personal property and are not fixtures. Alamosa has the right to remove all Alamosa's Equipment at its sole expense before or within thirty (30) days subsequent to the expiration or earlier termination of the Lease; provided, however, that Alamosa is not in default of the Lease and Alamosa repairs any damage to the Premises caused by such removal.

Notwithstanding any language to the contrary contained herein, Owner does hereby waive any security interest or lien, inclusive of landlord's lien, whether arising under contract, common law, statute or otherwise in and to Alamosa's Equipment and other improvements and personal property of Alamosa located in, on or about the Leased Premises or real property.

Owner further recognizes and acknowledges that Alamosa or Alamosa's assigns or successors intends to enter into or has entered into certain financial arrangements with Citicorp USA, Inc. as administrative agent for itself and various other lenders inclusive of replacement or refinancing lenders (the "Lenders"), and, in connection with such financing arrangements, Citicorp USA, Inc. and the Lenders will take a security interest in Alamosa's Communication Facilities, and other improvements and personal property of Alamosa and the products and proceeds thereof (collectively, the "Collateral") to be installed on the property which is the subject of this Lease. Owner consents to the installation of the Collateral, disclaims any interest in the Collateral, as noted hereinabove, and represents that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress from rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings. Owner further represents that such consent and representations noted herein shall inure to the benefit of Alamosa, Citicorp USA, Inc., the Lenders and any refinancing or replacement lenders and their successors and assigns.

Owner further represents and acknowledges that Citicorp USA, Inc. and the Lenders shall have the right to cure any default of Alamosa hereunder within the applicable cure period and may, by assuming all of Alamosa's obligations herein, be substituted as Alamosa hereunder. Owner shall provide Citicorp USA, Inc. notice of default contemporaneously with the providing of same to Alamosa. Nothing contained herein shall be deemed or construed to obligate Citicorp USA, Inc. any of the Lenders to take any action hereunder or to perform or discharge any indebtedness, liability, obligation or duty of Alamosa under this Lease. Notice to Citicorp shall be addressed to Citicorp USA, Inc., Two Penns Way, Suite 200, New Castle, Delaware 19720; Attn: Bilal Aman.

Notwithstanding any language to the contrary contained herein, Alamosa shall be permitted to pledge, mortgage, hypothecate or otherwise grant a lien, security interest or collateral assignment (whether pursuant to a security agreement, deed of trust, collateral assignment, mortgage or other instrument) (a "Lien") in and to all right, title and interest of Alamosa in and to the Lease, including, without limitation, the right to occupy the Premises pursuant to the terms thereof, to Citicorp USA, Inc. (individually and/or as administrative agent for itself and other Lenders) and its successors and assigns or any refinancing or replacement lender in connection with the financial arrangements as security for the indebtedness of Alamosa and/or its affiliates. Citicorp USA, Inc. and/or the Lenders and/or any refinancing or replacement lenders and their successors and assigns shall be permitted to foreclose upon any such Lien (or accept an assignment in lieu of foreclosure) and transfer and assign all right, title and interest of Alamosa in and to the Lease pursuant to or subsequent to such foreclosure and, in the event of any such foreclosure, transfer or assignment, shall have the right to succeed to all rights and privileges of Alamosa under the Lease upon compliance with the terms and provisions therein.

Alamosa shall be permitted to transfer and assign all right, title and interest of Alamosa in and to the Lease to Citicorp USA, Inc. and/or the Lenders and/or their successors and assigns by virtue of the creation of a Lien or the foreclosure thereon or other form of transfer or assignment

and, in the event of any such transfer or assignment, and provided Citicorp USA, Inc.. and/or the Lenders and/or the refinancing or replacement lenders and/or their successors or assigns (as applicable) expressly assume in writing and agree to perform each of Alamosa's covenants, duties and obligations which will arise and accrue from and after the date of such transfer or assignment (by virtue of the creation of a Lien or the foreclosure thereon or other form of transfer or assignment), the Owner agrees that it will recognize Citicorp USA, Inc.. and/or the Lenders and/or the refinancing or replacement lenders and/or their successors or assigns (as applicable) as the successors(s)-in-interest to Alamosa under the Lease as if Citicorp USA, Inc.. and/or the Lenders and/or the refinancing or replacement lenders and/or their successors or assigns (as applicable) were Alamosa's under the Lease.

21. MISCELLANEOUS.

A. Owner Authority. Owner represents and warrants that Owner has full authority to enter into this Agreement and that any person or entity executing in a representative capacity for Owner has full authority to do so, such authority being verified and confirmed by attestation in the space provided therefor. Further, Owner represents that it has good and marketable title to Owner's Property.

B. Entire Agreement. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Owner and Alamosa. This Agreement may only be amended in writing signed by all parties. Exhibits "A" through "D" are incorporated into this Agreement by reference.

C. Counterparts. This Agreement may be signed in counterparts by the parties hereto.

D. Effect of Terms of Agreement; Non-Assignment. The terms and conditions of this Agreement shall run with the land and shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Alamosa. Alamosa may not assign this Agreement without the Owner's prior written consent; provided, however, that Alamosa may assign or otherwise transfer this Agreement to its parent company, any subsidiary or affiliate or to any successor-in-interest in its stock or assets and further provided that the same shall not release Alamosa or assignee from any of the obligations arising under this Agreement. Notwithstanding the foregoing, Alamosa may sublease a portion of the Leased Premises to allow co-location by other Subtenants with advance written notice to Owner.

E. Memorandum of Agreement. Owner shall contemporaneously herewith execute, acknowledge, and deliver to Alamosa for recording a Memorandum of this Agreement ("Memorandum") in the form of Exhibit "B".

F. Notices. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by courier service, or by personally delivering the same, as set forth below or to such other person or place designated in a notice given as provided in this Section:

To the Owner:

City Clerk
City Hall
1004 East First Street
Merrill, WI 54452

With a copy to:

Water Utility Manager
Merrill Water Utility
1004 East First Street
Merrill, WI 54452

To Alamosa:

ALAMOSA (WISCONSIN) PROPERTIES, LLC
P.O. Box 64840
Lubbock, TX 79464-4840
Attn: Kelly Alderman, Leasing Administrator

With a copy to:

Steven A. Portnoy, Esq.
14800 Quorum Drive, Suite 200
Dallas, TX 75254

G. Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

H. No Broker or Agent. Alamosa represents that they have not been represented by a real estate broker or other listing agent in connection with this Agreement in this transaction for purposes of commission, fee or other payment to such broker or any other leasing agent claiming to have represented Alamosa.

I. Owner Cooperation. Owner hereby agrees to cooperate with Alamosa and its authorized representatives regarding any reasonable requests made subsequent to execution of this Agreement to correct any clerical errors contained in this Agreement and to provide, at Alamosa's reasonable expense, any and all additional documentation deemed necessary by Alamosa to effectuate the transaction contemplated by this Agreement.

J. Owner's Affidavit. In order to induce a title insurance company to provide coverage against standard title insurance exceptions in a leasehold title insurance policy to be issued to Alamosa, Owner hereby agrees to execute, acknowledge and deliver to Alamosa an owner's affidavit in form customarily used by title insurance companies in the community where Owner's Property is located.

K. Owner's Approvals. Owner's approvals required herein shall not be unreasonably withheld (unless otherwise provided herein) or delayed.

L. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

M. Headings. Headings set forth herein are for convenience only, and are not to be construed against the content of any paragraphs herein.

N. No Waiver. No failure to exercise, and no delay in exercising any right, power or remedy on the part of the Owner or Alamosa under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, shall be in writing and shall be operative only for the time and to the extent expressly provided by the Owner or Alamosa. A waiver of any covenant, term or condition contained in this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other covenant, term or condition.


O. Subordination. The rights and privileges granted under this Agreement are subordinate to the rights and privileges by the Owner to current and future public utilities across, over or under the Leased Premises. Alamosa shall subordinate its rights and privileges under this Agreement, without compensation, at the request of the Owner to provide easements and rights of way for all public utilities across or along the Leased Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights of way, with the use of the Leased Premises by Alamosa under the terms of this Agreement.

P. Applicable Law. This contract shall be governed under the laws of the state of Wisconsin and is made at City of Merrill, Lincoln County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Lincoln County Circuit Court.

Q. Modifications to Agreement. There shall be no modifications to this Agreement, except in writing, signed by both parties.

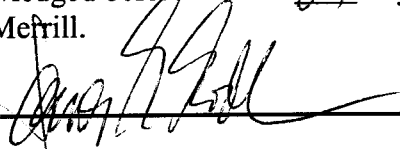
Both parties hereto having read and understood the entirety of this Agreement consisting of twenty-three (23) typewritten pages hereby affix their duly authorized signatures.

CITY OF MERRILL, OWNER

By: 
Michael J. Caylor, Mayor

STATE OF WISCONSIN)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 27th day of June, 2001, by Michael J. Caylor, Mayor, City of Merrill.


Notary Public
Lincoln County, Wisconsin
My commission expires 15 November.

SITE NAME: City of Merrill Water Utility Tower
SITE #: MerWU 001 Alamosa #ML 15AL350

EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY AND LEASED PROPERTY:

Real property located in Lincoln County, Wisconsin and more particularly described as follows:

The north 6 feet of Lot 6, Block 10 & south 6 feet of Lot 1, Block 11 and the vacated portion of 4th Street lying between said lots in the J.M. Smith Addition in Sec. 11, Township 31 North, Range 6 East, City of Merrill, Lincoln County, WI.

PIN #: 34.102.3.092.00.00

It is agreed by Owner and Alamosa that the precise legal description for the Owner's Property will be corrected, if necessary, and that the correct legal description may be placed on this Exhibit "A" by Alamosa.

SITE NAME: City of Merrill Water Utility Tower
SITE #: MerWU 001 Alamosa #ML 15AL350

SKETCH AND DESCRIPTION OF LEASED PREMISES:

It is agreed by Owner and Alamosa that the precise legal description for any easements granted as part of the Leased Premises, if required, will be generated by Alamosa and acknowledged and approved by Owner.

SITE NAME: City of Merrill Water Utility Tower
SITE #: MerWU 001 Alamosa #ML 15AL350

**EXHIBIT "A1"
TO SITE AGREEMENT**

The services will be provided by Alamosa from the Communications Facilities:

SITE NAME: City of Merrill Water Utility Tower
SITE #: MerWU 001 Alamosa #ML 15AL350

EXHIBIT "B"
TO SITE AGREEMENT

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM evidences that a Site Lease Agreement was made and is hereby entered into by written Site Lease Agreement effective the 27th day of June, 2001, between the Eau Claire County ("Owner") whose address is as set forth below and Alamosa (Wisconsin) Properties, LLC ("Alamosa"), whose address is _____, the terms and conditions of which are incorporated herein by reference.

Such Site Lease Agreement provides, in part, that Owner, for valuable consideration, leases to Alamosa a part of that certain property owned by Owner which is described in Exhibit "A" attached hereto and incorporated herein, together with a nonexclusive appurtenant easement across Owner's property for access thereto, for a term which terminates on June 30, 2006, and which term is subject to four (4) additional five (5) year option periods.

CITY OF MERRILL, OWNER

By: Michael J. Caylor
Michael J. Caylor
Mayor

STATE OF WISCONSIN)
) ss.
LINCOLN COUNTY)

The foregoing instrument was acknowledged before me this 27th day of June, 2001, by Michael J. Caylor, Mayor, City of Merrill, Wisconsin.

[Signature]

Notary Public
Lincoln County, Wisconsin
My commission expires is permanent.

SITE NAME: City of Merrill Water Utility Tower
SITE #: MerWU 001 Alamosa #ML 15AL350

**EXHIBIT "C"
TO SITE AGREEMENT**

Conditions Precedent

1. All permits from all local or federal land use jurisdictions for the intended use including conditional use permits and building permits.
2. All local airspace authorities and FAA determination of no hazard to airspace.
3. FCC authorization to utilize this location for the intended use.
4. Alamosa's technical reports must establish to its exclusive satisfaction that the Leased Premises is capable of being suitably engineered to accomplish Alamosa's intended use.

SITE NAME: City of Merrill Water Utility Tower
SITE #: MerWU 001 Alamosa #ML 15AL350

**EXHIBIT "D"
TO SITE AGREEMENT**

Existing disclosed uses and frequencies:

The following uses and frequencies are present on Owner's Property at the initiation of this Agreement:

- | | |
|--|--------------|
| 1. Merrill Fire Department communications: | 154.145 Mhz |
| 2. Merrill Water Utility communications: | 45.400 Mhz |
| 3. SCADA System communications: | 154.4713 Mhz |

This document drafted by:

JAMES G. GODLEWSKI
CITY ATTORNEY
City of Merrill
10045 East First Street
Merrill, WI 54452

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•
•
•

FIRST AMENDMENT TO ALAMOSA SITE AGREEMENT

This First Amendment to Alamosa Site Agreement (the "**First Amendment**") is effective on the date of the last signature (the "**Effective Date**") by City of Merrill, a Wisconsin municipal corporation ("**Owner**"), and T-Mobile Central LLC, a Delaware limited liability company ("**Alamosa**").

Owner and Alamosa or their predecessors-in-interest entered into an Alamosa Site Agreement dated **June 29, 2001**, (collectively, the "**Agreement**") regarding the leased space ("**Lease Premises**") located at 501 East Street, Merrill, Wisconsin, 54452 ("**Owner's Property**").

Owner and Alamosa now agree as follows:

1. Alamosa is granted five (5) additional five (5) year Renewal Term beginning on **July 1, 2026**.
2. Rent will be Two Thousand and Two Hundred and Seventy-Three and 72/100 Dollars (\$2,273.72) per month beginning on **July 1, 2026**.
3. Beginning on **July 1, 2031**, Rent will escalate by ten percent (10%) and at the beginning of each subsequent Renewal Term.
4. If Alamosa continues to occupy the Premises after the Lease ends, the Lease will automatically continue on a month-to-month basis with the same terms and conditions of the Lease.
5. Alamosa may transmit and receive all frequencies permitted by law.
6. Alamosa may complete upgrades and additions of new equipment inside its Lease Premises for no additional consideration or fee, in compliance with required permits.
7. Alamosa may not assign the Agreement or sublease to another company without providing Owner with written notice.
8. Alamosa and Owner will cooperate with each other's requests to approve permit applications and other documents related to the Lease Premises.
9. Owner may bill Alamosa for any charges related to the Agreement besides Rent within twelve (12) months of incurring the cost or the charges are waived.

The current notice addresses for the Owner and Alamosa:

If to Owner:

City of Merrill
1004 East First Street
Merrill, Wisconsin, 54452

If to Alamosa:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / ML83085A

- 10. The terms of this First Amendment will control if any provisions conflict with the Agreement, otherwise, all other Agreement terms will remain in full force and effect. Capitalized terms used but not defined in this First Amendment will have the same meanings as in the Agreement.
- 11. Owner and Alamosa represent that it has the authority to sign this First Amendment and has obtained any needed third-party consents to do so.

Owner:

City of Merrill, a Wisconsin municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Alamosa:

Sprint Spectrum Realty Company, LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-002767		APPLIED INDUSTRIAL TECH ✓				
I-7033539797 ✓		APPLIED INDUSTRIAL TECH	117.22 ✓			
12/31/2025	1	DUE: 12/31/2025 DISC: 12/31/2025		1099: N		
		SHOP SUPPLIES- LIGHTS ✓		✓10 53240-03-40000	Operating Supplies	117.22
		=== VENDOR TOTALS ===	117.22			
=====						
01-002222		ARROW TERMINAL, LLC ✓				
I-0176399-IN ✓		ARROW TERMINAL, LLC	336.19 ✓			
12/31/2025	1	DUE: 12/31/2025 DISC: 12/31/2025		1099: N		
		RED LED DIRECTIONAL WARNING ✓		✓10 53240-03-40000	Operating Supplies	336.19
		=== VENDOR TOTALS ===	336.19			
=====						
01-005267		M&M SERVICE, INC ✓				
I-322163 ✓		M&M SERVICE, INC	312.25 ✓			
12/31/2025	1	DUE: 12/31/2025 DISC: 12/31/2025		1099: N		
		ANNUAL LIFT INSPECTIONS/REPAIR ✓		✓10 53240-03-40000	Operating Supplies	312.25
		=== VENDOR TOTALS ===	312.25			
=====						
01-004918		MARATHON CO. SOLID WASTE ✓				
I-257350 ✓		MARATHON CO. SOLID WASTE	453.96 ✓			
12/31/2025	1	DUE: 12/31/2025 DISC: 12/31/2025		1099: N		
		9.31 TON GARBAGE ✓		✓10 53620-03-94000	Tipping Fees	453.96
I-257717 ✓		MARATHON CO. SOLID WASTE	513.93 ✓			
12/31/2025	1	DUE: 12/31/2025 DISC: 12/31/2025		1099: N		
		10.54 TON ✓		✓10 53620-03-94000	Tipping Fees	513.93
		=== VENDOR TOTALS ===	967.89			
=====						
01-000041		MERRILL ACE HARDWARE ✓				
C-12/31/2025 ✓		MERRILL ACE HARDWARE	18.46CR ✓			
12/31/2025	1	DUE: 12/31/2025 DISC: 12/31/2025		1099: N		
		DISCOUNT		10 53240-03-40000	Operating Supplies	18.46CR
I-248520 ✓		MERRILL ACE HARDWARE	23.55 ✓			
12/31/2025	1	DUE: 12/31/2025 DISC: 12/31/2025		1099: N		
		MERRILL ACE HARDWARE ✓		✓10 53240-03-40000	Operating Supplies	23.55
I-248641 ✓		MERRILL ACE HARDWARE	73.06 ✓			
12/31/2025	1	DUE: 12/31/2025 DISC: 12/31/2025		1099: N		
		MERRILL ACE HARDWARE ✓		✓10 53240-03-40000	Operating Supplies	73.06

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-000041	MERRILL ACE HARDWARE	(** CONTINUED **)					
I-248707 ✓ 12/31/2025	1	MERRILL ACE HARDWARE DUE: 12/31/2025 DISC: 12/31/2025 EXTENSION CORD FOR XMAS LIGHTS ✓	4.99 ✓	1099: N ✓10 53240-03-40000	Operating Supplies		4.99
I-248755 ✓ 12/31/2025	1	MERRILL ACE HARDWARE DUE: 12/31/2025 DISC: 12/31/2025 MERRILL ACE HARDWARE ✓	6.90 ✓	1099: N ✓10 53240-03-40000	Operating Supplies		6.90
I-248889 ✓ 12/31/2025	1	MERRILL ACE HARDWARE DUE: 12/31/2025 DISC: 12/31/2025 MERRILL ACE HARDWARE ✓	55.97 ✓	1099: N ✓10 53240-03-40000	Operating Supplies		55.97
I-248927 ✓ 12/31/2025	1	MERRILL ACE HARDWARE DUE: 12/31/2025 DISC: 12/31/2025 MERRILL ACE HARDWARE ✓	19.98 ✓	1099: N ✓10 53240-03-40000	Operating Supplies		19.98
=== VENDOR TOTALS ===			165.99				
=====							
01-004890	PJ'S TRUCKING, LLC ✓						
I-1170581 ✓ 12/31/2025	1	PJ'S TRUCKING, LLC DUE: 12/31/2025 DISC: 12/31/2025 22.91 TON SALT ✓ 21.49 TON SALT ✓ 23.42 TON SALT ✓	7,528.02 ✓	1099: N ✓10 53312-03-40000 ✓10 53312-03-40000 ✓10 53312-03-40000	Operating Supplies Operating Supplies Operating Supplies		2,543.01 2,385.39 2,599.62
=== VENDOR TOTALS ===			7,528.02 ✓				
=====							
01-004226	SOUTHSIDE TIRE CO., INC. ✓						
I-10231369 ✓ 12/31/2025	1	SOUTHSIDE TIRE CO., INC. DUE: 12/31/2025 DISC: 12/31/2025 TIRES X2 315/80R-22.5L ✓	1,799.42 ✓	1099: N ✓10 53240-03-40000	Operating Supplies		1,799.42
=== VENDOR TOTALS ===			1,799.42				
=====							
01-002127	SWIDERSKI EQUIPMENT INC ✓						
I-IH40303 ✓ 12/31/2025	1	SWIDERSKI EQUIPMENT INC DUE: 12/31/2025 DISC: 12/31/2025 P-12 PARKS SENSOR ✓	134.72 ✓	1099: N ✓10 53240-03-40000	Operating Supplies		134.72
=== VENDOR TOTALS ===			134.72				
=== PACKET TOTALS ===			11,361.70				

** T O T A L S **

INVOICE TOTALS 11,380.16
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 18.46CR

BATCH TOTALS 11,361.70

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2025	10	-21-0000	Accounts Payable Control	11,361.70*				
	10	-53240-03-40000	Operating Supplies	2,860.80	200,000	71,541.64- Y	647,765	48,316.94
	10	-53312-03-40000	Operating Supplies	7,528.02	70,000	19,359.58- Y	226,402	20,921.90
	10	-53620-03-94000	Tipping Fees	967.89	122,400	46,619.64- Y	252,844	19,785.12- Y
	10	-55302-03-40000	Operating Supplies	4.99	2,500	2,495.01	7,341	1,773.34- Y
	99	-14-0010	Due from General Fund	11,361.70 *				
			** 2025 YEAR TOTALS	11,361.70				

PACKET: 12261 BPW 12.31.2026 C
VENDOR SET: 01 City of Merrill
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	12/2025	11,361.70

NO ERRORS NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

✓ ✓

PACKET: 12275 BPW 1.28.26

VENDOR SET: 01 City of Merrill

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-004104		AMERICAN PUBLIC WORKS ASSOCIAT ✓				
I-000916314		AMERICAN PUBLIC WORKS ASSOCIA	267.00			
1/28/2026	1	DUE: 1/28/2026 DISC: 1/28/2026 ✓		1099: N		
	✓	MEMBERSHIP RENEWAL ✓		10 53102-03-32000	Education & Conference	267.00
		=== VENDOR TOTALS ===	267.00			
=====						
01-004919		DTN, LLC ✓				
I-210-00258013		DTN, LLC	2,350.64			
1/28/2026	1	DUE: 1/28/2026 DISC: 1/28/2026 ✓		1099: Y		
	✓	WEATHER APP FOR PLOWING ✓		10 53312-03-40000	Operating Supplies	2,350.64
		=== VENDOR TOTALS ===	2,350.64			
=====						
01-004411		HARTLAND LUBRICANTS & CHEMICAL ✓				
I-1020772-00		HARTLAND LUBRICANTS & CHEMICA	516.68			
1/28/2026	1	DUE: 1/28/2026 DISC: 1/28/2026 ✓		1099: N		
	✓	DEF TANK REFILL 203 GALLONS ✓		10 53240-03-40000	Operating Supplies	516.68
		=== VENDOR TOTALS ===	516.68			
=====						
01-004958		INSIGHT FS ✓				
I-700022275		INSIGHT FS	19,987.99			
1/28/2026	1	DUE: 1/28/2026 DISC: 1/28/2026 ✓		1099: N		
	✓	UNLEADED 2003 GALLONS ✓		10 53240-03-40000	Operating Supplies	4,484.52
		DIESEL 6012 GALLONS		10 53240-03-40000	Operating Supplies	15,503.47
		=== VENDOR TOTALS ===	19,987.99			
=====						
01-005398		NOREGON SYSTEMS, LLC ✓				
I-INV00302430		NOREGON SYSTEMS, LLC	2,199.00			
1/28/2026	1	DUE: 1/28/2026 DISC: 1/28/2026 ✓		1099: N		
	✓	MECHANIC'S SOFTWARE ✓		10 53240-03-40000	Operating Supplies	2,199.00
		=== VENDOR TOTALS ===	2,199.00			
		=== PACKET TOTALS ===	25,321.31			

PACKET: 12275 BPW 1.28.26

VENDOR SET: 01 City of Merrill

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	25,321.31
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	25,321.31
--------------	-----------

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2026	10	-21-0000	Accounts Payable Control	25,321.31-*				
	10	-53102-03-32000	Education & Conference	267.00	0	267.00- Y	0	9,815.27- Y
	10	-53240-03-40000	Operating Supplies	22,703.67	265,000	244,901.48	403,345	361,757.23
	10	-53312-03-40000	Operating Supplies	2,350.64	48,000	45,649.36	246,092	243,112.74
	99	-14-0010	Due from General Fund	25,321.31 *				
			** 2026 YEAR TOTALS	25,321.31				

PACKET: 12275 BPW 1.28.26

VENDOR SET: 01 City of Merrill

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	1/2026	25,321.31

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 12282 BPW 2.4.2026

VENDOR SET: 01 City of Merrill

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-001243	ARING EQUIPMENT COMPANY, INC. ✓						
I-921280		ARING EQUIPMENT COMPANY, INC.	1,277.61				
2/04/2026	1 ✓	DUE: 2/04/2026 DISC: 2/04/2026 ✓		1099: N			
		2-11 & 2-12 ENDLOADER PARTS ✓		10 53240-03-40000	Operating Supplies		1,277.61
I-921372		ARING EQUIPMENT COMPANY, INC.	833.13				
2/04/2026	1 ✓	DUE: 2/04/2026 DISC: 2/04/2026 ✓		1099: N			
		2-11 & 2-12 ENDLOADER PARTS ✓		10 53240-03-40000	Operating Supplies		833.13
		=== VENDOR TOTALS ===	2,110.74				
=====							
01-000081	BAJA'S ✓						
I-18811		BAJA'S	370.00				
2/04/2026	1 ✓	DUE: 2/04/2026 DISC: 2/04/2026 ✓		1099: N			
		BAJA'S ✓		10 53240-03-40000	Operating Supplies		370.00
		=== VENDOR TOTALS ===	370.00				
=====							
01-001521	BAY TOWEL, INC ✓						
I-4934821		BAY TOWEL, INC	157.24				
2/04/2026	1 ✓	DUE: 2/04/2026 DISC: 2/04/2026 ✓		1099: N			
		MECHANICS ✓		10 53240-03-46000	Uniform Services		18.22
		GARBAGE ✓		10 53620-03-46000	Uniform Services		5.32
		RECYCLING ✓		10 53635-03-46000	Uniform Services		9.50
		TOWELS ✓		10 53230-03-40000	Operating Supplies		34.13
		SNOW & ICE ✓		10 53312-03-46000	Uniform Services		90.07
I-4938003		BAY TOWEL, INC	158.44				
2/04/2026	1 ✓	DUE: 2/04/2026 DISC: 2/04/2026 ✓		1099: N			
		BAY TOWEL, INC ✓		10 53240-03-46000	Uniform Services		18.22
		BAY TOWEL, INC ✓		10 53620-03-46000	Uniform Services		5.32
		BAY TOWEL, INC ✓		10 53635-03-46000	Uniform Services		9.50
		BAY TOWEL, INC ✓		10 53230-03-40000	Operating Supplies		34.13
		SNOW & ICE ✓		10 53312-03-46000	Uniform Services		91.27
I-4941115		BAY TOWEL, INC	157.24				
2/04/2026	1 ✓	DUE: 2/04/2026 DISC: 2/04/2026 ✓		1099: N			
		BAY TOWEL, INC ✓		10 53240-03-46000	Uniform Services		18.22
		BAY TOWEL, INC ✓		10 53620-03-46000	Uniform Services		5.32
		BAY TOWEL, INC ✓		10 53635-03-46000	Uniform Services		9.50
		BAY TOWEL, INC ✓		10 53230-03-40000	Operating Supplies		34.13
		BAY TOWEL, INC ✓		10 53312-03-46000	Uniform Services		90.07
I-4944249		BAY TOWEL, INC	151.28				
2/04/2026	1 ✓	DUE: 2/04/2026 DISC: 2/04/2026 ✓		1099: N			
		BAY TOWEL, INC ✓		10 53240-03-46000	Uniform Services		18.22
		BAY TOWEL, INC ✓		10 53620-03-46000	Uniform Services		5.32
		BAY TOWEL, INC ✓		10 53635-03-46000	Uniform Services		9.50
		BAY TOWEL, INC ✓		10 53230-03-40000	Operating Supplies		34.13

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-001521	BAY TOWEL, INC		(** CONTINUED **)				
			BAY TOWEL, INC		10 53312-03-46000	Uniform Services	84.11
I-4947330	2/04/2026	1	BAY TOWEL, INC DUE: 2/04/2026 DISC: 2/04/2026	148.88	1099: N		
			BAY TOWEL, INC		10 53240-03-46000	Uniform Services	18.22
			BAY TOWEL, INC		10 53620-03-46000	Uniform Services	5.32
			BAY TOWEL, INC		10 53635-03-46000	Uniform Services	9.50
			BAY TOWEL, INC		10 53230-03-40000	Operating Supplies	34.13
			BAY TOWEL, INC		10 53312-03-46000	Uniform Services	81.71
			=== VENDOR TOTALS ===	773.08			
01-000212	FASTENAL COMPANY						
I-WIWAWU239506	2/04/2026	1	FASTENAL COMPANY DUE: 2/04/2026 DISC: 2/04/2026 TOWELS FOR SHOP AND BATHROOM	472.02	1099: N		
					10 53240-03-40000	Operating Supplies	472.02
I-WIWAWU239790	2/04/2026	1	FASTENAL COMPANY DUE: 2/04/2026 DISC: 2/04/2026 FASTENAL COMPANY	216.62	1099: N		
					10 53300-03-32000	Safety Educ/Materials	216.62
I-WIWAWU239818	2/04/2026	1	FASTENAL COMPANY DUE: 2/04/2026 DISC: 2/04/2026 FASTENAL COMPANY	50.69	1099: N		
					10 53300-03-32000	Safety Educ/Materials	50.69
I-WIWAWU239848	2/04/2026	1	FASTENAL COMPANY DUE: 2/04/2026 DISC: 2/04/2026 FASTENAL COMPANY	11.35	1099: N		
					10 53240-03-40000	Operating Supplies	11.35
			=== VENDOR TOTALS ===	750.68			
01-000723	HUBING'S PRESSURE WASHERS & ST						
I-30884	2/04/2026	1	HUBING'S PRESSURE WASHERS & S DUE: 2/04/2026 DISC: 2/04/2026 55 GAL GRIMEBUSTER	425.00	1099: N		
					10 53240-03-40000	Operating Supplies	425.00
			=== VENDOR TOTALS ===	425.00			
01-000148	LINCOLN CO. HWY DEPT						
I-01/20/2026	2/04/2026	1	LINCOLN CO. HWY DEPT DUE: 2/04/2026 DISC: 2/04/2026 SALT & BRINE FOR ROADS	5,727.33	1099: N		
					10 53312-03-40000	Operating Supplies	5,727.33
			=== VENDOR TOTALS ===	5,727.33			

-----ID-----				GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====								
01-000314		LINCOLN CONTRACTORS ✓						
I-J79874		LINCOLN CONTRACTORS		1,585.00				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026		✓	1099: N			
		14" GAS SAW ✓			10 53300-03-40000	Operating Supplies		1,585.00
		=== VENDOR TOTALS ===		1,585.00				
=====								
01-000078		MAC QUEEN EQUIPMENT ✓						
I-P40957		MAC QUEEN EQUIPMENT		5,221.27				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026		✓	1099: N			
		3-5 SNOW BLOWER REPAIR ✓			10 53240-03-40000	Operating Supplies		5,221.27
I-P41065		MAC QUEEN EQUIPMENT		44.49				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026		✓	1099: N			
		MAC QUEEN EQUIPMENT ✓			10 53240-03-40000	Operating Supplies		44.49
		=== VENDOR TOTALS ===		5,265.76				
=====								
01-000540		NAPA AUTO PARTS ✓						
I-171654		NAPA AUTO PARTS		110.99				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026		✓	1099: N			
		SNAP RINGS & GLASS CLEANER ✓			10 53240-03-40000	Operating Supplies		110.99
		=== VENDOR TOTALS ===		110.99				
=====								
01-002323		POWERPLAN ✓						
I-2618488		POWERPLAN		370.77				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026		✓	1099: N			
		2-6 SKIDSTEER PARTS ✓			10 53240-03-40000	Operating Supplies		370.77
		=== VENDOR TOTALS ===		370.77				
=====								
01-000531		RENT-A-FLASH OF WI ✓						
I-99063		RENT-A-FLASH OF WI		3,925.40				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026		✓	1099: N			
		GALV CHANNEL POSTS #3 12' X50 ✓			10 52110-03-57000	Traffic Signs		3,925.40
		=== VENDOR TOTALS ===		3,925.40				

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-000546		SCHAEFFER MFG CO ✓					
I-MN16237-INV1		SCHAEFFER MFG CO	23,778.74				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026	✓	1099: N			
		ANNUAL OIL SUPPLY ORDER ✓		10 53240-03-40000	Operating Supplies		23,778.74
		=== VENDOR TOTALS ===	23,778.74				
=====							
01-004983		WHITE CAP, L.P. ✓					
I-50034861695		WHITE CAP, L.P.	1,245.00				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026	✓	1099: N			
		SALT FOR SIDEWALKS ✓		10 53312-03-40000	Operating Supplies		1,245.00
		=== VENDOR TOTALS ===	1,245.00				
=====							
01-000855		ZIENTARA FLEET EQUIPMENT INC. ✓					
I-01225074P		ZIENTARA FLEET EQUIPMENT INC.	60.00				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026	✓	1099: N			
		SERVICE CHAMBER & FILTERS ✓		10 53240-03-40000	Operating Supplies		60.00
I-01225075P		ZIENTARA FLEET EQUIPMENT INC.	62.04				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026	✓	1099: N			
		AIR ELEMENT ✓		10 53240-03-40000	Operating Supplies		62.04
I-01225148P		ZIENTARA FLEET EQUIPMENT INC.	348.22				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026	✓	1099: N			
		BRAKE DRUM, SHOES, CORE ✓		10 53240-03-40000	Operating Supplies		348.22
I-01225477P		ZIENTARA FLEET EQUIPMENT INC.	39.90				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026	✓	1099: N			
		CLEVIS ✓		10 53240-03-40000	Operating Supplies		39.90
I-01225759P		ZIENTARA FLEET EQUIPMENT INC.	100.16				
2/04/2026	1	DUE: 2/04/2026 DISC: 2/04/2026	✓	1099: N			
		AIR FILTER & ELEMENT ✓		10 53240-03-40000	Operating Supplies		100.16
		=== VENDOR TOTALS ===	610.32				
		=== PACKET TOTALS ===	47,048.81				

** T O T A L S **

INVOICE TOTALS 47,048.81
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 0.00

BATCH TOTALS 47,048.81

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2026	10	-21-0000	Accounts Payable Control	47,048.81-*				
	10	-52110-03-57000	Traffic Signs	3,925.40	10,000	6,074.60	16,087	12,111.97
	10	-53230-03-40000	Operating Supplies	170.65	16,500	15,897.35	54,573	53,885.06
	10	-53240-03-40000	Operating Supplies	33,525.69	200,000	146,375.79	642,401	567,287.54
	10	-53240-03-46000	Uniform Services	91.10	850	758.90	642,401	600,722.13
	10	-53300-03-32000	Safety Educ/Materials	267.31	6,500	6,232.69	114,140	102,026.23
	10	-53300-03-40000	Operating Supplies	1,585.00	15,000	13,373.78	114,140	100,708.54
	10	-53312-03-40000	Operating Supplies	6,972.33	70,000	60,677.03	96,041	86,089.41
	10	-53312-03-46000	Uniform Services	437.23	0	437.23- Y	96,041	92,624.51
	10	-53620-03-46000	Uniform Services	26.60	425	398.40	258,226	251,151.25
	10	-53635-03-46000	Uniform Services	47.50	425	377.50	232,139	217,710.92
	99	-14-0010	Due from General Fund	47,048.81 *				
			** 2026 YEAR TOTALS	47,048.81				

2/03/2026, 10:11 AM
PACKET: 12282 BPW 2.4.2026
VENDOR SET: 01 City of Merrill
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	2/2026	47,048.81

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

✓

✓

VENDOR SET: 01 City of Merrill
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-004797		BASSETT MECHANICAL ✓				
I-315838		BASSETT MECHANICAL	1,580.61			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N		
		FURNACE REPAIR ✓		10 53230-03-40000	Operating Supplies	1,580.61
		=== VENDOR TOTALS ===	1,580.61			
=====						
01-002286		BATTERIES PLUS - 069 ✓				
I-P88967824		BATTERIES PLUS - 069	479.90			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N		
		BATTERY FOR BUS B-7 ✓		10 53240-03-40000	Operating Supplies	479.90
I-P89049863		BATTERIES PLUS - 069	139.80			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N		
		BATTERY FOR BACK UP SERVER ✓		10 53240-03-40000	Operating Supplies	139.80
		=== VENDOR TOTALS ===	619.70			
=====						
01-000070		BREAMAN MERRILL FORD ✓				
I-109083		BREAMAN MERRILL FORD	109.08			
2/10/2026	1	DUE: 2/10/2026 DISC: 2/10/2026	✓	1099: N		
		ELEMENT ✓		10 53240-03-40000	Operating Supplies	109.08
		=== VENDOR TOTALS ===	109.08			
=====						
01-002809		CARQUEST OF MERRILL ✓				
I-258748		CARQUEST OF MERRILL	160.50			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N		
		FILTERS, LUBE, COOLANT ✓		10 53240-03-40000	Operating Supplies	160.50
I-258798		CARQUEST OF MERRILL	13.60			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N		
		CLEANER/WAX ✓		10 53240-03-40000	Operating Supplies	13.60
I-258799		CARQUEST OF MERRILL	45.70			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N		
		AIR FILTERS ✓		10 53240-03-40000	Operating Supplies	45.70
I-258827		CARQUEST OF MERRILL	134.26			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N		
		AIR FILTERS ✓		10 53240-03-40000	Operating Supplies	134.26
I-258839		CARQUEST OF MERRILL	89.18			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N		
		CABIN FILTER AND LUBE ✓		10 53240-03-40000	Operating Supplies	89.18

BPW
2/11/24

-----ID-----				GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
(** CONTINUED **)								
01-002809		CARQUEST OF MERRILL						
I-258885		CARQUEST OF MERRILL		30.08				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 HEADLAMP HALOGEN			1099: N	10 53240-03-40000 Operating Supplies		30.08
I-258912		CARQUEST OF MERRILL		13.19				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 FUEL			1099: N	10 53240-03-40000 Operating Supplies		13.19
I-258935		CARQUEST OF MERRILL		66.21				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 ENGINE WATER PUMP			1099: N	10 53240-03-40000 Operating Supplies		66.21
I-258989		CARQUEST OF MERRILL		45.10				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 SPARK PLUGS, BELT			1099: N	10 53240-03-40000 Operating Supplies		45.10
I-258994		CARQUEST OF MERRILL		59.28				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 CARQUEST OF MERRILL			1099: N	10 53240-03-40000 Operating Supplies		59.28
I-259012		CARQUEST OF MERRILL		259.82				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 BATTERY & CORE RETURN			1099: N	10 53240-03-40000 Operating Supplies		259.82
I-259017		CARQUEST OF MERRILL		40.62				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 CARQUEST OF MERRILL			1099: N	10 53240-03-40000 Operating Supplies		40.62
I-259028		CARQUEST OF MERRILL		27.47				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 CARQUEST OF MERRILL			1099: N	10 53240-03-40000 Operating Supplies		27.47
=== VENDOR TOTALS ===				985.01				

01-003747		CENTRAL WISCONSIN WHOLESALE AU						
I-31820		CENTRAL WISCONSIN WHOLESALE A		20.30				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 CENTRAL WISCONSIN WHOLESALE AU			1099: N	10 53240-03-40000 Operating Supplies		20.30
=== VENDOR TOTALS ===				20.30				

-----ID-----				GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====								
01-002193	GREBE'S							
I-1W7266		GREBE'S		209.93				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		✓	1099: N			
		CHAINSAW REPAIR			10 53240-03-40000	Operating Supplies		209.93
I-IW6830		GREBE'S		959.99				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		✓	1099: N			
		14" CHAINSAW			10 53300-03-40000	Operating Supplies		959.99
		=== VENDOR TOTALS ===		1,169.92				
=====								
01-003786	JOHN FABICK TRACTOR CO							
C-PIWA0226934		JOHN FABICK TRACTOR CO		76.47CR				
2/11/2026	1	DUE: 1/06/2026 DISC: 1/06/2026		✓	1099: N			
		2-8 PART RETURN			10 53240-03-40000	Operating Supplies		76.47CR
I-PIWA0227779		JOHN FABICK TRACTOR CO		382.77				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		✓	1099: N			
		FILTER RESTOCK			10 53240-03-40000	Operating Supplies		382.77
I-PIWA0229692		JOHN FABICK TRACTOR CO		1,089.85				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		✓	1099: N			
		2-8 TRACTOR REPAIR			10 53240-03-40000	Operating Supplies		1,089.85
I-PIWA0229693		JOHN FABICK TRACTOR CO		83.44				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		✓	1099: N			
		JOHN FABICK TRACTOR CO			10 53240-03-40000	Operating Supplies		83.44
I-SIWA0055531		JOHN FABICK TRACTOR CO		7,231.00				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		✓	1099: N			
		REPAIR 2-7 CAT GRADER			10 53240-03-40000	Operating Supplies		7,231.00
		=== VENDOR TOTALS ===		8,710.59				
=====								
01-005582	LIBERTY TIRE SERVICES LLC							
I-3154920		LIBERTY TIRE SERVICES LLC		405.00				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		✓	1099: N			
		TIRE DISPOSAL TICKET 3139540			10 53620-03-91577	Tire/Appliance Disposal		405.00
I-3157459		LIBERTY TIRE SERVICES LLC		445.60				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		✓	1099: N			
		TIRE DISPOSAL TICKET 3142482			10 53620-03-91577	Tire/Appliance Disposal		445.60
		=== VENDOR TOTALS ===		850.60				

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-001107		LINCOLN COUNTY LANDFILL ✓					
I-383876		LINCOLN COUNTY LANDFILL	707.62				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 10.08 tons ✓	✓	1099: N 10 53620-03-94000	Tipping Fees		707.62
I-383915		LINCOLN COUNTY LANDFILL	334.85				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 4.77 tons ✓	✓	1099: N 10 53620-03-94000	Tipping Fees		334.85
I-383969		LINCOLN COUNTY LANDFILL	694.98				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 9.9 tons ✓	✓	1099: N 10 53620-03-94000	Tipping Fees		694.98
I-384010		LINCOLN COUNTY LANDFILL	808.70				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 11.52 tons ✓	✓	1099: N 10 53620-03-94000	Tipping Fees		808.70
I-384034		LINCOLN COUNTY LANDFILL	836.78				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 11.92 ton ✓	✓	1099: N 10 53620-03-94000	Tipping Fees		836.78
I-384075		LINCOLN COUNTY LANDFILL	924.35				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 12.74 tons ✓ 1 MICROWAVE ✓	✓	1099: N 10 53620-03-94000 10 53620-03-94000	Tipping Fees Tipping Fees		894.35 30.00
I-384088		LINCOLN COUNTY LANDFILL	167.78				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 2.39 TON ✓	✓	1099: N 10 53620-03-94000	Tipping Fees		167.78
I-384166		LINCOLN COUNTY LANDFILL	666.71				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 9.07 TON ✓ MATTRESSES X3 ✓	✓	1099: N 10 53620-03-94000 10 53620-03-94000	Tipping Fees Tipping Fees		636.71 30.00
I-384185		LINCOLN COUNTY LANDFILL	861.35				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 12.27 TON ✓	✓	1099: N 10 53620-03-94000	Tipping Fees		861.35
I-384235		LINCOLN COUNTY LANDFILL	764.48				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 10.89 TON ✓	✓	1099: N 10 53620-03-94000	Tipping Fees		764.48
I-384266		LINCOLN COUNTY LANDFILL	720.95				
2/11/2026	1 ✓	DUE: 2/11/2026 DISC: 2/11/2026 ✓ 10.27 TON ✓	✓	1099: N 10 53620-03-94000	Tipping Fees		720.95

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
(** CONTINUED **)							
I-384268		LINCOLN COUNTY LANDFILL	115.13				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 1.64 TON	✓	1099: N 10 53620-03-94000	Tipping Fees		115.13
I-384278		LINCOLN COUNTY LANDFILL	104.60				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 1.49 tons	✓	1099: N 10 53620-03-94000	Tipping Fees		104.60
I-384346		LINCOLN COUNTY LANDFILL	555.98				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 7.92 TONS	✓	1099: N 10 53620-03-94000	Tipping Fees		555.98
I-384370		LINCOLN COUNTY LANDFILL	633.91				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 9.03 TON	✓	1099: N 10 53620-03-94000	Tipping Fees		633.91
I-384394		LINCOLN COUNTY LANDFILL	692.17				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 9.86 TONS	✓	1099: N 10 53620-03-94000	Tipping Fees		692.17
I-384418		LINCOLN COUNTY LANDFILL	673.92				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 9.6 TONS	✓	1099: N 10 53620-03-94000	Tipping Fees		673.92
I-384428		LINCOLN COUNTY LANDFILL	186.73				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 2.66 TONS	✓	1099: N 10 53620-03-94000	Tipping Fees		186.73
I-384459		LINCOLN COUNTY LANDFILL	607.93				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 8.66 TONS	✓	1099: N 10 53620-03-94000	Tipping Fees		607.93
I-384498		LINCOLN COUNTY LANDFILL	680.24				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 9.69 TONS	✓	1099: N 10 53620-03-94000	Tipping Fees		680.24
I-384535		LINCOLN COUNTY LANDFILL	617.76				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 8.8 TONS	✓	1099: N 10 53620-03-94000	Tipping Fees		617.76
I-384548		LINCOLN COUNTY LANDFILL	292.73				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 4.17 TONS	✓	1099: N 10 53620-03-94000	Tipping Fees		292.73
I-384573		LINCOLN COUNTY LANDFILL	663.39				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026 9.45 TON	✓	1099: N 10 53620-03-94000	Tipping Fees		663.39
=== VENDOR TOTALS ===			13,313.04				

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-000551		NORTHWAY COMMUNICATIONS ✓					
I-186516		NORTHWAY COMMUNICATIONS	2,736.00				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N			
		RADIO YEARLY CONTRACT		10 53240-02-90000	Radio Contract		2,736.00
		=== VENDOR TOTALS ===	2,736.00				
=====							
01-000362		PETERSON BROS. SAND ✓					
I-23146		PETERSON BROS. SAND	1,650.00				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N			
		SCREENED SAND 300 YARDS		10 53312-03-40000	Operating Supplies		1,650.00
		=== VENDOR TOTALS ===	1,650.00				
=====							
01-000377		REINDL PRINTING INC ✓					
I-165420		REINDL PRINTING INC	320.00				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N			
		SNOW SHOVELING DOOR HANGERS		10 53312-03-32000	Safety Educ/Materials		160.00
		LAWN MOWING DOOR HANGERS		10 53640-03-40000	Operating Supplies		160.00
		=== VENDOR TOTALS ===	320.00				
=====							
01-000379		RIESTERER & SCHNELL INC ✓					
I-9227296		RIESTERER & SCHNELL INC	3,128.27				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N			
		REPAIR FOR PARKS DEPARTMENT		10 53240-03-40000	Operating Supplies		3,128.27
I-9233468		RIESTERER & SCHNELL INC	413.88				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N			
		REPAIR 2-15 TRACTOR		10 53240-03-40000	Operating Supplies		413.88
		=== VENDOR TOTALS ===	3,542.15				
=====							
01-001352		SOUTHSIDE TIRE CO., INC. ✓					
C-01/27/2026		SOUTHSIDE TIRE CO., INC.	431.44CR				
2/11/2026	1	DUE: 1/27/2026 DISC: 1/27/2026		1099: N			
		OVERPAID INVOICE 10231941		10 53240-03-40000	Operating Supplies		431.44CR
I-10232085		SOUTHSIDE TIRE CO., INC.	900.00				
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026	✓	1099: N			
		TIRES		10 53240-03-40000	Operating Supplies		900.00
		=== VENDOR TOTALS ===	468.56				

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-000554		SUPERIOR CHEMICAL LLC ✓				
I-433299		SUPERIOR CHEMICAL LLC	373.56			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		FOR PLOW BLADES- SUPPLIES ✓		10 53240-03-40000	Operating Supplies	373.56
		=== VENDOR TOTALS ===	373.56			
=====						
01-002127		SWIDERSKI EQUIPMENT INC ✓				
I-IH40554		SWIDERSKI EQUIPMENT INC	8.38			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		CAT TRACTOR PARTS ✓		10 53240-03-40000	Operating Supplies	8.38
I-IH40598		SWIDERSKI EQUIPMENT INC	369.30			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		FILTER RESTOCK ✓		10 53240-03-40000	Operating Supplies	369.30
		=== VENDOR TOTALS ===	377.68			
=====						
01-000267		TAPCO ✓				
I-I816436		TAPCO	611.27			
2/11/2026	1	DUE: 2/11/2026 DISC: 2/11/2026		1099: N		
		STREET LIGHT BASE ✓		10 53420-02-22500	Streetlight Repairs/Main	611.27
		=== VENDOR TOTALS ===	611.27			
		=== PACKET TOTALS ===	37,438.07			

** T O T A L S **

INVOICE TOTALS 37,945.98
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 507.91CR

BATCH TOTALS 37,438.07

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2026		10 -21-0000	Accounts Payable Control	37,438.07-*				
		10 -53230-03-40000	Operating Supplies	1,580.61	16,500	13,884.74	54,573	51,722.45
		10 -53240-02-90000	Radio Contract	2,736.00	3,000	264.00	642,401	557,699.59
		10 -53240-03-40000	Operating Supplies	15,416.56	200,000	130,705.34	642,401	545,019.03
		10 -53300-03-40000	Operating Supplies	959.99	15,000	12,413.79	114,140	97,051.58
		10 -53312-03-32000	Safety Educ/Materials	160.00	500	340.00	96,041	85,492.18
		10 -53312-03-40000	Operating Supplies	1,650.00	70,000	59,027.03	96,041	84,002.18
		10 -53420-02-22500	Streetlight Repairs/Main	611.27	4,000	3,388.73	170,613	170,001.73
		10 -53620-03-91577	Tire/Appliance Disposal	850.60	5,500	4,649.40	258,226	245,344.64
		10 -53620-03-94000	Tipping Fees	13,313.04	124,848	111,534.96	258,226	232,882.20
		10 -53640-03-40000	Operating Supplies	160.00	600	440.00	4,830	4,643.54
		99 -14-0010	Due from General Fund	37,438.07 *				
			** 2026 YEAR TOTALS	37,438.07				

2/10/2026 2:04 PM
PACKET: 12296 BPW 2.11.2026
VENDOR SET: 01 City of Merrill
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	2/2026	37,438.07

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

✓

✓

STREET OPENING PERMIT APPLICATION

CITY OF MERRILL

1004 E First St, Merrill, WI 54452

NOTE: This complete permit shall be submitted a minimum of three (3) days prior to beginning work. Emergency situations will be addressed on an individual basis.

Address at Street Opening & Property Owner _____

Excavator /Applicant _____ Phone No. _____

Address _____ Phone # _____

Plumber/Utility _____ License # _____

Property Owner and contact number _____

You must call DIGGER’S Hotline (800-242-8511) at least 72 hours prior to beginning work

DIGGER No. _____ Date Called _____ Date work to be done _____

Purpose of Street Opening:

____ Sewer Service ____ Water Service ____ Elec. Service ____ Gas Service

____ Other _____

Note: All water and sewer services must be installed by a licensed plumber. City of Merrill Utility personnel are required to make all sewer and water taps and connections to mains. Utility connections may require additional Tap Fees. Contact the Utility Department at 715-536-6561 for additional information and to schedule the work. Owner’s Contractor shall be responsible for all excavation to expose appropriate utility and provide all trench protection. City personnel will not enter unsafe excavations.

Check all items to be disturbed:

____ Asphalt Roadway ____ Concrete Roadway ____ Gravel Roadway ____ Trees

____ Sidewalk ____ Curb and Gutter ____ Blvd ____ Other _____

Disturbed items to be replaced by:

Property Owner (see restrictions) _____ Street Department (subject to assessment fees) _____

**All repairs completed by property owner must be completed by November 1 of the same year. Any concrete work not done by the Street Department must be completed by a licensed contractor bonded with the City of Merrill. All road replacement will be completed by the Street Department.*

Permit Fee (must be submitted at time of Application):

Permit Fee: \$65.00 If applicable, initial fee covers ONLY aggregate base material and final shaping and grading with road repair patch by City personnel at a later date. Road repair patches will be assessed at the current price per square foot of roadway disturbed. Backfilling of excavation in pavement with suitable excavated material compacted in place and installation of 10" of compacted aggregate base within paved areas to 1½" above existing pavement at completion of the excavation shall be the responsibility of the Excavator (as agent for Owner).

Assessment Rates: (assessments will be billed after completion of work)

Curb and Gutter Replacement --	\$65.82/ft	4" Sidewalk Replacement --	\$9.27/sf
Boulevard Restoration --	\$1.15/sf	6" Sidewalk Replacement --	\$10.02/sf
Asphalt Road Replacement --	\$5.37/sf	Concrete Road Replacement --	\$9.74/sf
Concrete Removal --	\$1.50/sf		

Excavator's Consent (as Applicant and/or agent for Owner):

As a condition of receiving a Street Opening Permit, the Excavator (as applicant and/or agent of Owner) is responsible to have any damaged improvements, including pavement, sidewalk, curb, or gutter repaired or replaced.

As the Excavator (as applicant and/or agent of Owner), I hereby request repairs within the street if damaged as a result of installation of underground improvements at the property located at the above referenced address. I agree to pay the prevailing assessment rate in accordance with the City of Merrill policies.

As the Excavator (as applicant and/or agent of Owner), I further agree that all work is to be completed within thirty days from the date of approval of this permit and the street restored to as good a condition as before street opening or excavation was made, as set forth in City of Merrill Code of Ordinances 32-88. In no case is street opening or excavation to be kept open for any longer period than is necessary to complete the work and owner is subject to all laws and ordinances of the City, as included in Chapter 32-88 of Code of Ordinances.

Excavator's Signature _____ Date ____/____/____

Please contact the Street Department at 715-536-4222 with questions

Bond and Insurance			
(For Contractors and Utility Companies Only)			
Cash Bond:	Yes _____	No _____	Date ____/____/____ Amount _____
Insurance Policy:	Yes _____	No _____	Expiration Date ____/____/____

Approved by _____ Date _____

Issued to _____ Date _____

Receipt Number _____ Expiration Date ____/____/____

G:\STREETOPENPERMIT

(30 days from date of approval)



City of Merrill

Inspection Department

Darin Pagel, Building/Zoning Administrator

1004 E 1st Street | Merrill, WI | 54452

Phone: (715) 536-4880 | Fax: (715) 539-2668

Darin.Pagel@ci.merrill.wi.us

TO: Board of Public Works

FROM: Darin Pagel, Building Inspector

Dear Board Members,

Since the last meeting, I have been dealing with typical issues around the City. The following are some highlights.

Daily building and zoning questions, issuance of permits, and inspections.

Nuisance Complaint investigations and follow-ups.

Exterior maintenance and garbage files.

Garbage follow-ups.

New Home Permits and Inspections.

Exterior Maintenance follow-ups.

I have included permit, outstanding orders list.

I plan to be at the meeting for any questions.

Property Owner	Street#	Street Name	Insp Date	Description of Violations	Comp Date
DJ Management	402	Himes	06-24-25	5-Day Garbage - Complaint	
Jon Malm	705	Center S.	02-11-26	Remove Shipping Container	03-01-26
Jessica Freitag-Vanderpal	501	Liberty	02-10-26	remove illegal deck	03-10-26
AFR Holdings	501	9th E.	02-12-26	remodel without permit	03-12-26
ABC Rentals	1319	Main E.	02-13-26	Complaint-See Report	03-13-26
Dan Hagen	214	Park S.	11-15-22	Complaint: Tarp on garage roof	05-01-26
Sandra Samuelson	1908	Water	03-07-25	Paint House and Garage-working with CDBG	06-01-26
JHPJ	820	1st E.	12-04-25	Brick Repair	06-01-26
Equity Trust Co.	200	3rd E.	09-13-23	Paint all non-maint. Areas on house/garage (including, soffit, Fascia and doors)	06-01-26
Carl Westberg Jr	1101	6th E.	08-05-25	painting of non-brick areas	06-01-26
Andre Garella	609	Blaine	12-08-25	5-Day garbage clean-up (Entire yard/porch areas)	06-08-26-Court
Ashley Connor	305	Logan	05-14-25	Painting-Complaint- called 10-28-25 said they have started painting	06-08-26-Court
TNT Evergreen	701	6th E.	11-18-25	Painting-Complaint from neighbor	06-15-26

Attorney	Rental	Ext Main	DISTRICT	TID Dist	TID Dist
no	yes	yes			
no	yes	no			
no	no	no			
no	yes	no			
no	yes	no			
YES	no	yes			
no	no	yes			
no	yes	yes			
yes	yes	yes			
no	no	yes			
no	yes	yes			
no	no	yes			
no	yes	yes			

Property Owner	Street#	Street Name	Insp Date	Description of Violations	Comp Date
Treasure Chest Storage		Jackson	10-09-23	Parking lot paving, permit expires 8-22-25	08-22-26

Attorney	Rental	Ext Main	DISTRICT	TTD Dist	TTD Dist
no	no	no			

2026 BUILDING/ZONING PERMITS

PERMIT TYPE	FEES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	GRAND TOTAL
New Residence	\$685.00													
Mobile Homes	\$75.00													
Re. Remodel-500	\$375.00													
Re. Remodel-500	\$475.00	3												
Re. Remodel Small	\$65.00													
Mechanical	\$65.00	8												
Garages	\$175.00													
Storage Bldg. w/o Elec	\$125.00													
Wrecking	\$125.00													
Decks/Porches	\$175.00													
Signs	\$70.00	1												
Fence	\$65.00													
Commercial New/Add.	\$200.00													
Comm. No S.F. Rem.I	\$200.00													
Moving	\$100.00													
Swimming pools	\$75.00													
Tel. Comm	\$50.00													
Chicken Coop	\$25.00													
Number of Permits:		12												
Total Permit Amount		\$ 2,015.00												



CITY OF MERRILL

PUBLIC WORKS DIRECTOR/CITY ENGINEER

REPORT TO THE BOARD OF PUBLIC WORKS

February 25th, 2026

Engineering

- Development and infrastructure planning for 2026 and bid preparation
- Working with Assistant City Engineer to update our construction manuals and procedures
- Working on future development options

Respectfully Submitted,

Roderick J. Akey, PE
Public Works Director/ City Engineer



**City of Merrill Street Department
Street Superintendent
Report to the Board of Public Works
February 25, 2026**

- Snow removal – The snow slowed down over the last month, but our crews were still busy clearing snow from corners, hydrants and storm sewers. The warmup and rain caused some water to pond up on corners, but we were able to keep up with it. We mixed a small pile of sand to get us through the rest of the winter.
- Sidewalks – As of February 19, we have sent out 177 letters and cleared 33 sidewalks.
- Trees – With the slowdown in snow removal, we have had the opportunity to get caught up on tree removals and pruning. It has been nice to get out and routine prune trees street by street to help eliminate the low hanging branches that catch vehicles as well as identifying dead wood that should be removed.
- Garbage and recycling – Normal collection for this crew the last month.
- City garage – The bids came in right on budget for our new plow truck that will be replacing a grader. The build times are still quite long on equipment like this so we probably won't see the truck completed until early 2028. This is the industry standard right now and something that all municipalities are dealing with. Pending P & F approval, we plan to auction the old rear loader recycle truck that was kept after the switch to automated trucks. We don't use it nearly as much as we thought and are starting to have issues with it from prolonged periods of inactivity.
- Summer projects – Proposals are due for sealcoating on February 26th. This year's list of streets is mostly in the 6th Ward and won't require too much prep work besides the usual crack sealing. We will be inspecting storm sewers on these and making any repairs as soon as the weather allows. The crew has been taking inventory of supplies and we are getting things ordered.

Sincerely,

Dustin Bonack

Street Superintendent

CITY OF MERRILL
1004 EAST FIRST STREET
MERRILL, WI54452-2586
NOTICE OF PUBLIC HEARING

All persons interested will be given an opportunity to be heard at a public hearing to be held by and before the Board of Public Works of the City of Merrill, Wisconsin, commencing at **6:00p.m., on Wednesday, February 25th, 2026**, in the Council Chambers at City Hall, Merrill, Wisconsin, on the following proposed matter, to wit:

A. The Common Council hereby declares its intention to exercise its power under Section 66.0703 Wisconsin Statutes, to levy special assessments under the police power upon all properties abutting the following improvements in the City of Merrill, Wisconsin:

1. Sidewalk inspection pursuant to sidewalk inspection program. Sidewalk maintenance area is city wide as deemed most needed:
 - a) Isolated sidewalk repairs requested or needed.
 - b) Driveway approaches requested or needed.
 - c) Curb and gutter requested or needed.
 - d) New sidewalk extensions as requested and/or approved by Board of Public Works.

B. Said public improvements shall include, where appropriate:

1. The grading of said street.
2. The surfacing of said street with asphalt.
3. The installation of curb and gutter on said street.
4. The installation, removal or replacement of sidewalk, driveway and curb and gutter on said street.
5. The installation of water main and water laterals on said street.
6. The installation of sanitary sewer and sewer laterals on said street.
7. The installation of storm sewer on said street.
8. The necessary landscaping on said street.
9. All improvements shall be completed to plans and specifications prepared or approved by the Public Works Director and recorded in the office of the Public Works Director/City Engineer.

Any person desiring a transcript of the proceeding must obtain and furnish the same at his or her own expense.

If you have any questions, please call Public Works Director/City Engineer, Rod Akey at 536-5594.

Dated: January 21, 2026

CITY OF MERRILL, WISCONSIN

BY: _____

Lori Anderson-Malm
City Clerk

RESOLUTION NO. _____

**A PRELIMINARY RESOLUTION OF INTENT TO EXERCISE SPECIAL
ASSESSMENT POWERS BY POLICE POWER UNDER SECTION 66.0703 OF THE
WISCONSIN STATUTES.**

RESOLVED, by the Common Council of the City of Merrill, Wisconsin:

- A. The Common Council hereby declares its intention to exercise its power under Section 66.0703 Wisconsin Statutes, to levy special assessments under the police power upon all properties abutting the following improvements in the City of Merrill, Wisconsin:
 - 1. Sidewalk inspection pursuant to sidewalk inspection program. Sidewalk maintenance area is city wide as deemed most needed:
 - a) Isolated sidewalk repairs requested or needed.
 - b) Driveway approaches requested or needed.
 - c) Curb and gutter requested or needed.
 - d) New sidewalk extensions as requested and/or approved by Board of Public Works.
- B. The Common Council determines that the above improvements constitute an exercise of the police power and the amount assessed each parcel abutting on the street shall be on a reasonable basis as approved by the Common Council and which rates are in effect at the time of installation in accordance with special assessment procedures set forth in provisions of Chapter 18, Article III, Division 3 of the Code of Ordinances, City of Merrill, Wisconsin.
- C. The assessments against any parcels of land may be paid in cash not later than November 1 of the year such improvements are made, or in installments as provided by Chapter 18, Article III, Division 3 of the Code of Ordinances, City of Merrill, Wisconsin. Rate of interest on installment payments shall be as set by Common Council action.
- D. The City Engineering/Zoning Department shall, with respect to the items mentioned at paragraph A above, prepare a report consisting of:
 - 1. Preliminary or final plans and specifications with maps of the improvements.
 - 2. An estimate of the entire cost of the proposed work or improvements.
 - 3. A schedule of the proposed assessments as to each parcel of property affected.
 - 4. A statement that the properties against which the assessments are proposed are benefited and that the improvements constitute an exercise of the police power.
- E. The City Engineering/Zoning Department shall complete and file such reports in the City Clerk's office for public inspection no later than February 4th, 2026.

The Board of Public Works of the City of Merrill shall hold a public hearing on Wednesday, February 25, 2026 at 6:00 p.m. The hearing shall be held in the Council Chambers in the City Hall, Merrill, Wisconsin, on the improvements mentioned in paragraph A above. The City Clerk shall cause a notice of said hearing to be published once as a Class I notice no later than February 13, 2026.

Recommended by Board of Public Works

Moved: _____

Passed: _____

CITY OF MERRILL, WISCONSIN

Steve Hass
Mayor

Lori Anderson-Malm
City Clerk