



OFFICIAL NOTICE AND AGENDA -AMENDED

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the: **COMMON COUNCIL OF THE CITY OF WAUSAU**
Date/Time: **July 8, 2025 at 6:30 P.M.**
Location: **City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers**
Members: Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

Communications and Recommendations from the Mayor

File #	CMT	Consent Agenda	ACT
25-0701	COUN	Approve Minutes of a previous meeting(s) (05/27/2025 and 06/10/2025).	Place on file
81-1241	FIN	Ordinance Amending Sections 3.25.040 Permit-Requirements, 3.25.080 Failure to File, 3.25.090 Interest and 3.25.100 Penalty Assessment.	Approved 5-0
94-0611	ED	Resolution Approving Consent to Transfer Waiver of Right of First Refusal, Termination of Deed Restrictions and Approval of New Deed Restrictions for 840 S. 66th Avenue.	Approved 5-0
25-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated.	Approve 5-0
File #	CMT	Resolutions and Ordinances	ACT
24-1109L	FIN	Resolution Adopting 2025 Budget Modification for City Attorney Legal Fees.	Approved 5-0
24-1109M	FIN	Resolution Adopting 2025 Budget Modification for Airport Capital Projects Terminal Renovation Furnishings and Apron Project.	Approved 5-0
25-0703	HR & FIN	Joint Resolution Authorizing the Reclassification of City Assessor and Deputy City Assessor, with the Reclassification and Name of the Property Appraiser to Property Appraiser I and the Creation of Property Appraiser II Position.	Approved 4-1 Approved 3-1
19-0921	ED	Resolution Approving Second Amendment to Development Agreement with Foundry on 3rd Ph 1, LLC.	Approved 3-2
Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions (2/3 vote required)			
25-0704	FIN & PH&S	Joint Resolution Approving Contract for Emergency Shelter Services with Bridge Street Mission, Inc	Pending
22-1104	COUN	Resolution Approving Quit Claim Deed for releasing a portion of reserved easement rights at 700 Grand Avenue – 700 Grand Apartments, LLC	Pending
Public Comment & Suggestions			

Adjournment

Signed by Mayor Doug Diny

Members of the public who do not wish to appear in person may view the meeting live on the Internet, by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kaitlyn.bernarde@wausauwi.gov with "Common Council Public Comment" in the subject line prior to the meeting start.

This Notice was posted at City Hall and sent to the Wausau Daily Herald newsroom on 07/02/2025 @ 4:30 PM.
Questions regarding this agenda may be directed to the City Clerk.

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

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, May 27, 2025, in Council Chambers, beginning at 6:30 p.m.,
Mayor Doug Diny presiding.

Roll Call

05/27/2025

Roll Call indicated 10 members present.

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

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

05/27/2025

1. Evan Pretzer, address not provided – Spoke in opposition of 25-0507

Communications and Recommendations from the Mayor – Homeless Task Force Update and WMC Shelter

05/27/2025

The Mayor and Police Chief Matthew Barnes spoke on the Joint City of Wausau and Marathon County Homelessness Taskforce and the Wausau Marathon County Shelter.

Consent Agenda

05/27/2025

Without objection, item 25-0518 was pulled from the consent agenda by the request of the Mayor.

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

25-0501 from the Common Council Approve Minutes of a previous meeting(s) (05/13/2025).

25-0523 Initial Resolution from the Infrastructure & Facilities Committee Setting a Public Hearing Regarding Vacating and Discontinuing Pine Ridge Boulevard from N. 28th Avenue to Westhill Drive.

25-0510 Resolution from the Finance Committee Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2024 Byrne Justice Assistance Grant Program Award.

25-0511 Resolution from the Finance Committee Approving 3-year Contract with Allied Cooperative, Inc. for Purchasing Fuel.

25-0513 Resolution from the Infrastructure & Facilities Committee Approving First Revision to State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue.

25-0514 Resolution from the Infrastructure & Facilities Committee Approving State/Municipal Agreement for Signal Rehab on BUS 51/Grand Avenue at Thomas Street.

25-0515 Resolution from the Infrastructure & Facilities Committee Approving State/Municipal Agreement for Signal Rehab on WIS 52/6th Street at Bridge Street.

25-0516 Resolution from the Infrastructure & Facilities Committee Approving State/Municipal Agreement for Signal Rehab on WIS 52/5th Street at Bridge Street.

25-0517 Resolution from the Infrastructure & Facilities Committee Approving State/Municipal Agreement for Signal Rehab on BUS 51/1st Avenue at Bridge Street.

25-0519 Resolution from the Human Resources Committee Approving Amendment to Fleet Safety Policy.

25-0521 Resolution from the Infrastructure & Facilities Committee Approving Amendment to Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park).

25-0522 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the North Side of Sherman Street Beginning at the Intersection with S. 9th Avenue and Extending East to the Alley.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASSED

25-0518 **05/27/2025**

Motion by Henke, seconded by Rasmussen, to adopt the Resolution from the Infrastructure & Facilities Committee Approve Plat and Relocation Order for establishing a multiuse trail extending from 72nd Avenue to 84th Avenue (Business Campus Trail E-W Connector, Project ID 6999-18-11).

Rasmussen stated that the purpose of that trail is to provide safe infrastructure to this area of the city to make the business campus more appealing. Rasmussen stated support.

Gisselman stated concerns over the use of eminent domain and further stated support for the project.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASSED

25-0507 **05/27/2025**

Motion by Lukens, seconded by Larson, to override the veto of the Resolution from the Economic Development Committee Authorizing the Sale of City-Owned Property at 208-214 Wyatt Street to 208 Wyatt Street, LLC.

Larson stated the item was moot as the developer withdrew from the agreement while stating initial support for this redevelopment to offload the property to the private sector as it had been in the city coffers for decades.

Lukens stated that the sale has not been made and further stated opposition to overriding the veto as new information of the age of the developer has come to light.

Rasmussen stated that the prudent thing to do would be to not take up the veto override as the developer withdrew from the agreement making the action moot.

McElhaney stated initial opposition as a number of questions remained unanswered by the Mayor and the Economic Development Department which would have clarified possible improprieties of this agreement.

Kilian stated initial opposition stemming from concerns on if the disposition of property ordinance was properly followed.

Motion by Larson, seconded by Rasmussen, to remove 25-0507 from the agenda.

Rasmussen questioned the ramifications of removing the item from the agenda verses voting to not override the veto. It was stated that the rules provide items to be brought back 30 days later, and that the developer would not be of the proper age to make this agreement for another six months. Rasmussen stated there was nothing to lose by voting to not override the veto

Without objection, Rasmussen withdrew the second to the motion. Larson withdrew the motion.

Tierney stated further opposition as the trust with the developer had been eroded and stated the belief that the developer had meant to deceive the city into an improper agreement.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	NO
2	Martens, Michael	NO
3	Kilian, Terry	NO
4	Neal, Tom	NO
5	Gisselman, Gary	NO
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	NO

8	Watson, Sarah	EXCUSED
9	Tierney, Vicki	NO
10	Larson, Lou	NO
11	Henke, Chad	YES

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

24-11091

05/27/2025

Motion by Henke, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Adopting 2025 Budget Modifications for Carryover of Capital Project Funds from 2024 to 2025.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASSED

25-0512

05/27/2025

Motion by Lukens, seconded by Henke, to adopt the Resolution from the Finance Committee Authorizing the Issuance and Sale of up to \$2,172,756 Taxable General Obligation Promissory Notes, Series 2025, and Providing for Other Details and Covenants with Respect Thereto.

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

Yes Votes: 8 No Votes: 2 Abstain: 0 Not Voting: 1 Result: PASSED

25-0520

05/27/2025

Motion by Lukens, seconded by Neal, to adopt the Resolution from the Human Resources Committee Approving an Adjusted Summer Hours Pilot for July 7, 2025 – August 29, 2025.

Lukens stated that residents provided feedback on this proposal and that none of the feedback was in opposition.

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

Yes Votes: 8 No Votes: 2 Abstain: 0 Not Voting: 1 Result: PASSED

19-0921

05/27/2025

Motion by Neal, seconded by Larson, to adopt the Resolution of the Infrastructure & Facilities Committee Approving Parking Stall Lease Agreement with Foundry on 3rd Ph 1, LLC – former Sears Ramp.

Neal stated support as this was an appropriate agreement as the developer has built a skywalk connection to the parking ramp with their development. It was further stated this was the type of agreement that could spur better relationships with the city and developers.

Larson stated opposition that the agreement was not necessary and shared concerns with the life of the parking ramp through the term of this agreement.

Kilian stated opposition as the city had already provided TID subsidies for this agreement and should not provide further incentives.

Rasmussen stated support as the city has partnered with other business owners in the past with similar agreements to support downtown economic development. It was also stated that the housing need of the area provided value to this agreement.

McElhaney stated concerns and possible opposition if the same agreement was not also afforded to other businesses in the area.

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

Yes Votes: 7

No Votes: 3

Abstain: 0

Not Voting: 1

Result: PASSED

Suspend the Rules

05/27/2025

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

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

25-0427

05/27/2025

Motion by Lukens, seconded by Henke, to adopt the Resolution from the Common Council Approving First Amended and Restated Declaration of Easement by City of Wausau at 700 Grand Avenue.

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

Yes Votes: 8

No Votes: 2

Abstain: 0

Not Voting: 1

Result: PASSED

24-0915

05/27/2025

Motion by Lukens, seconded by Henke, to adopt the Resolution from the Finance Committee Proceeding with Airport Terminal Renovations Construction Change Orders as Temporarily City Only Funded Project Administered by Wisconsin Bureau of Aeronautics (BOA) with Approximately 95% of Project Costs to Be Ultimately Reimbursed with FAA Funding, Contingent on Assurance from BOA that FAA Reimbursement Will Occur: Cost of \$75,000.

Rasmussen stated that the assurances had been made on the federal and state funding of the project prompting support.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

Closed Session

05/27/2025

Motion by Lukens, seconded by Tierney, to go into closed session pursuant to 19.85(1)(g) of the Wisconsin State Statutes for conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding Marathon County Case No. 24CV40 Green Acres at Greenwood Hills, LLC vs. City of Wausau.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

Public Comment & Suggestions

05/27/2025

Without objection, public comment was taken up at this time.

1. Tom Kilian, 133 E. Thomas Street – Spoke on Citizens for a Clean Wausau and the Wyatt Street property.

CONVENED into Closed Session.

Adjourn

05/27/2025

Motion by Lukens, second by Tierney, to adjourn the meeting. Motion carried. Meeting adjourned at 8:17 p.m.

Doug Diny, Mayor

Kaitlyn Bernarde, City Clerk

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, June 10, 2025, in Council Chambers, beginning at 6:30 p.m.,
Mayor Doug Diny presiding.

Roll Call

06/10/2025

Roll Call indicated 11 members present.

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

Proclamations

06/10/2025

The Mayor of the City of Wausau Proclaims:
Elder Abuse Awareness Day (June 10, 2025)

Communications and Recommendations from the Mayor

06/10/2025

Mayor Doug Diny made a Statement.

Point of order raised by Larson that the statement was not properly agendized. Point of order was not well taken by the Chair. Larson appealed the ruling of the Chair.

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

Yes Votes: 5

No Votes: 4

Abstain: 2

Not Voting: 0

Result: FAILED

Mayor Doug Diny continued to make a statement.

Consent Agenda

06/10/2025

Without objection, item 25-0311 was pulled from the consent agenda by the request of the Mayor.

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

25-0605 Ordinance from the Plan Commission Rezoning 1339 Curling Way from Medium Industrial (MI) Zoning District to Heavy Industrial (HI) Zoning District.

25-0603 Joint Resolution from the Finance Committee and Airport Committee Authorizing the Execution of Airport Ground Lease – DeJong Properties.

25-0604 Resolution from the Finance Committee Approving the 2025 Community Development Block Grant Program Allocation and the Community Development Block Grant 5-Year Consolidated Plan.

24-1109 Resolution from the Finance Committee Approving Change and Addition to the City of Wausau Comprehensive Fee Schedule for the Portable Stage and Stage Canopy.

25-0606 Resolution from the Economic Development Committee Approving Quit Claim Deed – Beacon Resources, LLC – 731 N. 3rd Street.

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

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

25-0311 **06/10/2025**

Motion by Watson, seconded by Henke, to adopt the Resolution from the Public Health & Safety Committee Approving Amendment to Special Events Policy and Application Relating 400 Block Private Event Rentals.

Kilian stated the resolution was not clear and questioned if there should be an additional clause that should be added to the resolution to make it clear that the 400 Block would no longer be rentable to small groups.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

25-0602 **06/10/2025**

Motion by Watson, seconded by Henke, to confirm the Mayor's Appointment to the Community Development Authority Board, the Marathon County Metropolitan Planning Commission Bicycle and Pedestrian Subcommittee, and the Wausau Water Works Commission.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

Suspend the Rules **06/10/2025**

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

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

03-0311 **06/10/2025**

Motion by Watson, seconded by Rasmussen, to adopt the Resolution from the Wausau Water Works Commission Reviewing the 2024 Compliance Maintenance Annual Report for the Wastewater Plant.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

25-0112 **06/10/2025**

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

Rasmussen stated that the legal counsel was appointed at a top-end fee which has topped out for legal services provided to the city for potential legal liability pertaining to the drop box matter. It was stated that the matter was not wrapped up and that it was the decision of the Common Council to continue to provide appropriation for legal counsel to city employees while the matter moves through the Ethics Board complaint process.

Lukens stated that Cities and Villages Mutual Insurance Company had not determined that legal counsel was no longer needed, but instead that the initial services provided had topped it's top-end fee requiring additional appropriation to continue to provide those services to city employees during this matter.

The Chair stated that CVMIC not paying for the legal counsel beyond the top-end fee without additional appropriation is the same as CVMIC determining that legal counsel is no longer needed.

Point of order raised by Lukens that the Chair was offering voluntary commentary that misrepresents CVMIC's termination of coverage without vacating the chair. Point of order was not well taken by the Chair.

Motion by Lukens, seconded by Larson, to appeal the ruling of the Chair.

Motion by Neal, seconded by Tierney, to lay the appeal to the ruling of the Chair to the next meeting.

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

Yes Votes: 3

No Votes: 8

Abstain: 0

Not Voting: 0

Result: FAILED

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

Yes Votes: 6

No Votes: 3

Abstain: 2

Not Voting: 0

Result: PASSED

Rasmussen stated that the legal services provided under this appropriation are capped at \$10,000 and additional services above that cap would need additional approval by the Common Council. It was further stated this was not a blank check and the goal is to reduce costs and the consumption of time if the legal services are retained.

Call the question raised by Henke. Without objection, the question was called.

Neal stated this was specifically for the benefit of city employees to be provided with legal services when going into potential depositions regarding this legal matter. It was stated the city employees should not have to go into legal proceedings without proper representation.

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

Yes Votes: 10

No Votes: 1

Abstain: 0

Not Voting: 0

Result: PASSED

24-0915

06/10/2025

Motion by Watson, seconded by Henke, to adopt the Resolution from the Finance Committee Proceeding with Airport Terminal Renovations Construction Change Orders as Temporarily City Only Funded Project Administered by Wisconsin Bureau of Aeronautics (BOA) with Approximately 95% of Project Costs to Be Ultimately Reimbursed with FAA Funding, Contingent on Assurance from BOA that FAA Reimbursement will Occur: Cost of \$135,000.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

24-1109J

06/10/2025

Motion by Watson, seconded by Tierney, to adopt the Resolution from the Finance Committee Adopting 2025 Budget Modification for Hot Mix to Complete Additional Mill and Overlay Street Maintenance.

Larson questioned which roads would get the overlay and stated a preference for one-block roads that are often neglected to be provided for this overlay. It was stated the plan for overlay would be briefed before the Infrastructure & Facilities Committee while prioritizing roads that are experiencing lead line replacements.

Neal stated a preference for the plan for overlay to come before the Infrastructure & Facilities Committee and prioritize streets that recently experienced lead line replacements.

Rasmussen stated a preference for the Infrastructure & Facilities Committee to approve the plan for overlay and that this item does not come before the Common Council as the approval would be provided with the adoption of this resolution.

Gisselman stated a preference for the Infrastructure & Facilities Committee to review the plan for overlay with the consideration of the condition of the road network as a whole and push for a long-term plan.

Tierney stated concerns that lesser traveled roads were not being considered for the plan for overlay.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Public Comment & Suggestion

06/10/2025

1. Gunner McCarthy, address not provided – Spoke on attendance of the Common Council meeting to attain a merit badge for Boy Scouts of America.

Adjourn

06/10/2025

Motion by Watson, second by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 7:48 p.m.

Doug Diny, Mayor
Kaitlyn Bernarde, City Clerk

ORDINANCE OF FINANCE COMMITTEE			
Amending Sections 3.25.040 Permit-Requirements, 3.25.080 Failure to File, 3.25.090 Interest and 3.25.100 Penalty Assessment.			
Committee Action:	Approved 5-0	Ordinance Number:	61-5991
Fiscal Impact:	None		
File Number:	81-1241	Date Introduced:	July 8, 2025

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

Add ()
Delete (——)

Section 1. That Section 3.25.040 Permit-Requirements, is hereby amended to read as follows:

....

(d) Any person furnishing rooms or lodging under section 3.25.020 who fails to obtain a permit shall be subject to a penalty not to exceed \$200.00 for each violation. Each room or unit separately rented or offered for rent, and each day of such rental or offer for rental of such unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue any violation of this article.

Section 2. That Section 3.25.080 Failure to file, is hereby amended to read as follows:

Section 3.25.080 ~~Failure to file~~ Delinquent returns

(a) If any person fails to file a return ~~as required by this chapter~~ when due, the City Treasurer shall make an estimate of the amount of the gross receipts under section 3.25.020. Such estimate shall be made for the period for which such person failed to ~~make file~~ a return and shall be based upon any information which is in ~~or may come into the possession of the~~ City Treasurer's possession of which may come into his possession. On the basis of this estimate, the City Treasurer shall compute and determine the amount required to be paid to the City, adding to the sum ~~thus arrived at~~ a penalty equal to 12 percent thereof. One or more such determinations may be made for one or more than one period.

(b) Delinquent tax returns shall be subject to a twenty-five dollar (\$25) late filing fee.

Section 3. That Section 3.25.090 Interest, is hereby amended to read as follows:

All unpaid taxes ~~under this chapter~~ shall bear interest at the rate of 12 percent per annum from the due date of the return until the first day of the month following the month in which the tax is paid or deposited with the City Treasurer. All refunded taxes shall bear interest at 12 percent per annum from the due date of the return until the first day of the month in which such taxes are refunded. An extension of time within which to file a return shall not operate to extend the due date of the return for purposes of interest

computation. If the City Treasurer determines that any overpayment of tax has been made intentionally or by reason of carelessness or neglect, or if the tax which was overpaid was not accompanied by a complete return, it shall not allow any interest thereon.

Section 4. That Section 3.25.100 Penalty assessment, is hereby amended to read as follows:

Section 3.25.100 ~~Penalty assessment~~ **Assessment of unpaid tax**

~~If due to negligence no return is filed, or a return is filed late, or an incorrect return is filed, the entire tax finally determined shall be subject to a penalty of 25 percent of the tax, exclusive of interest or other penalties. If a person fails to file a return when due, or files a false or fraudulent return with the intent in either case to defeat or evade the tax imposed by this chapter, a penalty of 50 percent shall be added to the tax required to be paid, exclusive of interest and other penalties.~~

A penalty of 25 percent of the room tax due for the previous year or \$5,000.00, whichever is less, is hereby established and due and owing in the event that the room tax is not paid by the due date of the return. This section also applies to a marketplace provider that is required to collect and remit taxes imposed by a municipality, but that fails to file a return as required, or pay the tax. An extension of time within which to file a return shall not operate to extend the due date of the return for purposes of interest computation.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

FINANCE COMMITTEE

Date and Time: Tuesday, June 10, 2025, at 6:00 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Others Present: Maryanne Groat, John Chimel

Noting the presence of a quorum Chairperson Martens called the meeting to order at 6:00 p.m.

Discussion and possible action on amendments to Chapter 3.25 Room Tax of Wausau Municipal Code.

Motion by Henke, seconded by Tierney, to approve. Motion carried 5-0.

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Consent to Transfer Waiver of Right of First Refusal, Termination of Deed Restrictions and Approval of New Deed Restrictions for 840 S. 66th Avenue.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 94-0611

Date Introduced: July 8, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, 4Gen Enterprises LLC received an offer to purchase the property at 840 S. 66th Avenue from RSAI Flash 01, LLC which was accepted; and

WHEREAS, a request was received from the owner seeking the City's consent to transfer, waiver of its right to exercise its option to repurchase the property, release and terminate all existing deed restrictions and approve the proposed set of revised deed restrictions contained in the attached Termination and Deed Restrictions for Wausau West Business and Industrial Park; and

WHEREAS, your Economic Development Committee, at their July 1, 2025 meeting discussed and recommended consent to transfer, waiving the City's right to repurchase the property, release and terminate all existing deed restrictions and approve new deed restrictions contained in the Termination and Deed Restrictions for Wausau West Business and Industrial Park.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby consent to transfer, waive its right to exercise its option to repurchase the property, release and terminate all existing deed restrictions and approve the set of revised deed restrictions and authorizes the Mayor and Clerk to execute the Termination and Deed Restrictions for Wausau West Business and Industrial Park, as attached, for the property at 840 S. 66th Avenue.

Approved:

Doug Diny, Mayor

Minutes

Economic Development Committee Meeting

Date / Time: Tuesday, July 1, 2025, at 5:30 P.M. | **Meeting called to order by** Lukens at 5:30 P.M.

In Attendance

Members Present: Carol Lukens, Chad Henke, Gary Gisselman, Terry Kilian, Victoria Tierney

Staff Present: Randy Fifrick, Andy Lynch, Shannon Graff, Atty. Jacobson

Others Present: Nick Patterson – T-Wall

Agenda Item 6 – Discussion and possible action on Consent to Transfer, Waiver of Right of First Refusal, Termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 840 S. 66th Avenue (Lynch)

Lynch presented a request to approve the transfer of ownership for 840 S. 66th Avenue, waive the City's Right of First Refusal, terminate existing deed restrictions, and record updated restrictions. Lynch noted this waiver is consistent with similar past transactions and ensures development flexibility.

*Tierny motioned to approve, seconded by Kilian. **Motion Carried 5-0.***



MEMO

TO: Economic Development Committee

FROM: Andrew Lynch, Economic Development Manager

DATE: June 25, 2025

RE: Right of First Refusal - 840 S. 66th Avenue

Over the last 4 years City staff has been working to update the standard deed restrictions that are recorded when the City sells a property within the Wausau Business Campus. Based on historical requirements, when a property is being sold the City is asked to waive our right of first refusal. We have been updating the deed restrictions as these requests have been brought forward. These updated deed restrictions clarify the requirements for these properties especially after construction has occurred.

4GEN ENTERPRISES LLC has an offer to buy from RSAI Flash 01, LLC for \$2,000,000. The building currently houses Heartland Lubricants.

Staff recommends the City approve the termination of the current recorded deed restrictions for 840 S. 66th Ave and record the new set of revised deed restrictions.

If you have any questions prior to the meeting, please feel free to contact me at 715-261-6686 or email me at andrew.lynch@wausauwi.gov

Thank you.



From: [Lisa Parsch](#)
To: [Randy Fifrick](#); [Andrew Lynch](#)
Subject: Right of First Refusal - 840 S. 66th Avenue
Date: Wednesday, May 28, 2025 12:44:39 PM
Attachments: [OTP 66th Ave.pdf](#)

Randy and Andy,

Our office was notified by Cindy Miller of Runkel Abstract regarding a sale at 840 S. 66th Avenue. This is Business Campus property which has deed restrictions attached.

Attached is a copy of the Offer to Purchase and below is the buyer's contact information.

Rob Flashinski
Wausau Chemical Corporation
Great People. Great Chemistry.
9919 Innovation Way
Wausau WI, 54403
rflashinski@wausauchemical.com
Cell: 715-574-2583

The city will need a letter or email from the buyer stating they are looking to purchase the property and requesting the city exercise their right of first refusal. I would recommend asking Rob if he is being represented by an attorney in the purchase and then forward a copy of the proposed deed restrictions to the attorney for review.

Below is the agenda wording for the ED meeting.

Discussion and possible action on Consent to Transfer, Waiver of Right of First Refusal, Termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 840 S. 66th Avenue

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

lisa.parsch@wausauwi.gov

To: City of Wausau
Subject: 840 South 66th Avenue
Date: 6/20/2025

An offer on the property at 840 South 66th Avenue (currently occupied by Heartland Lubricants) has been accepted, and we are currently working towards a closing. This letter serves as a formal request for the city to exercise their right of first refusal.

RSAI Flash 01, LLC

By _____

Robert Flashinski, Manager

From: [Rob Flashinski](#)
To: [Andrew Lynch](#)
Subject: RE: Right of 1st Refusal
Date: Tuesday, June 24, 2025 10:57:50 AM
Attachments: [20250603 Deed Restriction - Wausau Chemical.pdf](#)

The previously sent deed restrictions (attached) are understood and acceptable.

I believe the first restriction would imply that this transaction would not need to be approved by the city...

"CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances."

Anything else you need, please let me know.

Rob Flashinski
715-574-2583

From: Rob Flashinski
Sent: Wednesday, June 18, 2025 7:28 AM
To: Andrew Lynch <Andrew.Lynch@wausauwi.gov>
Subject: RE: Right of 1st Refusal

Please verify that this is the only remaining information you need.

Thanks,
Rob

From: Rob Flashinski <rflashinski@wausauchemical.com>
Sent: Monday, June 16, 2025 1:04 PM
To: Andrew Lynch <Andrew.Lynch@wausauwi.gov>
Subject: Re: Right of 1st Refusal

The entity will be "RSAI Flash, LLC".
Do you need any other information?

Rob Flashinski
715-574-2583

From: Andrew Lynch <Andrew.Lynch@wausauwi.gov>
Sent: Monday, June 16, 2025 10:48 AM

CITY OF WAUSAU STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS – EXISTING PROPERTIES

1. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
2. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
3. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
4. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code.
5. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other applicable laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
6. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
7. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
8. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
9. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

10. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
11. These restrictions replace and supersede any restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed.
12. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
13. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 9/3/24

Approved by Wisconsin Real Estate Examining Board
5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)

NAI Pfefferle

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

The Offer to Purchase dated 03/25/2025 and signed by Buyer Wausau Chemical Corp or assign, Rob Flashinski, Authorized for purchase of real estate at 840 S 66th Ave, Wausau, WI

is rejected and the following Counter-Offer is hereby made.

CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple counter-proposal unless incorporated by reference.

All terms and conditions remain the same as stated in the Offer to Purchase except the following: 1031 Exchange.

The parties acknowledge that Seller may desire to utilize the sale of the Properties as

part of an exchange pursuant to the requirements of Section 1031 of the United States

Internal Revenue Code. Buyer agrees to cooperate with Seller in connection with any such

exchange(s) provided there is no additional cost to the Buyer.

The attached n/a is/are made part of this Counter-Offer.

Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party

making the Counter-Offer on or before March 31, 2025 (Time is of

the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,

unless otherwise provided in this Counter-Offer.

NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided at lines 30-32.

This Counter-Offer was drafted by Anthony P Morice Jr of NAI Pfefferle on 03/26/2025

Licensee and Firm ▲

(x) Buyer's Signature ▲ Date ▲

Print name Wausau Chemical Corp or assign

Rob Flashinski 03/27/2025

(x) Buyer's Signature ▲ Date ▲

Print name Rob Flashinski, Authorized

Chris Mathy 03/27/2025

(x) Seller's Signature ▲ Date ▲

Print name Chris Mathy, Vice President

3-27-2025

This Counter-Offer was presented by Anthony P Morice Jr of NAI Pfefferle on 3-27-2025

Licensee and Firm ▲

Date ▲

This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) ▲

NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or

incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-

Offer by specifying the number of the provision or the lines containing the provision. In transactions involving

more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

Approved by the Wisconsin Real Estate Examining Board
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

NAI Pfefferle
Page 1 of 12, WB-15

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON March 24, 2025 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (~~AGENT OF BUYER AND SELLER~~) STRIKE THOSE NOT APPLICABLE

3 The Buyer, _____ Wausau Chemical Corp or assigns

4 offers to purchase the Property known as 840 South 66th Ave, Parcel 291-2907-311-0999

6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 625-
7 642, or attach as an addendum per line 668] in the _____ City _____ of _____ Wausau _____, County
8 of _____ Marathon _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Two Million

10 Dollars (\$2,000,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: n/a

16 All personal property included in purchase price will be transferred by bill of sale or

17 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included
18 or not included.

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: n/a

24 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-
25 34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

³⁵ CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before March 28, 2025. Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

39 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.

42 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
43 deadlines running from acceptance provide adequate time for both binding acceptance and performance.

44 **CLOSING** This transaction is to be closed on _____ On or before July 15, 2025

45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION:** To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
49 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
50 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
51 transfer instructions.

52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ n/a _____ accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ EARNEST MONEY OF \$ 25,000.00 will be mailed, or commercially, electronically
56 or personally delivered within 10 days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (~~listing Firm~~) (~~drafting Firm~~) (other identified as

58 Runkel Abstract & Title, 522 Scott St, Wausau, WI 54403

STRIKE THOSE NOT APPLICABLE

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION:** If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
61 attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special
62 **disbursement agreement.**

63 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

64 ■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except: n/a

88 _____. If "Time is of the Essence" applies to a date or Deadline
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated March 5, 2025 and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____
96 n/a

97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures
100 provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has
101 never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed
102 fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have
103 rescission rights per Wis. Stat. § 709.05.

104 "Conditions Affecting the Property or Transaction" are defined to include:

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.

107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.

109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.

114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.

117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

Property Address: **840 S 66th Ave, Wausau, WI**

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- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
- 119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
- 122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
- 124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
- 126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
- 128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
- 132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
- 134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
- 136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
- 138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
- 139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
- 141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
- 142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
- 143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
- 146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
- 148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
- 150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
- 152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
- 153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
- 155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
- 156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
- 158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
- 159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
- 162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
- 164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
- 165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
- 167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
- 169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
- 173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within 45 days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: company storage & distribution

182
183 [insert proposed use and type and
184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185 ☒ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☒ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: company storage and distribution

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 ☒ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 ☒ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(~~Seller~~) **STRIKE ONE** ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a ☒ **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
200 ☒ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 45 days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (~~Seller providing~~) **STRIKE ONE** ("Seller
204 providing" if neither is stricken) a ALTA as per financial institution requirements survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within 45 days ("30" if left blank) after acceptance, at (Buyer's)
207 (~~Seller's~~) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of 2 acres,
208 maximum of 3 acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: n/a

210
211 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

227 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity
228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☐ Rent roll.

233 ☐ Other _____

234

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 45 days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within 15 ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
- 266 (2) curing the Defects in a good and workmanlike manner; and
- 267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
- 271 (2) Seller has a right to cure but:
 - 272 (a) Seller delivers written notice that Seller will not cure; or
 - 273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Natural Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 625-642 or attach as an**
291 **addendum per line 668.**

292 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
301 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
306 be reported to the Wisconsin Department of Natural Resources.

307 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
311 an inspection of roof, electrical, plumbing, HVAC and rail spur

312
313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within 45 days ("20" if left blank) after acceptance, delivers
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
329 **of the premises.**

330 **■ RIGHT TO CURE:** Seller (shall)(~~shall not~~) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects.
331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have the right to cure; or

338 (2) Seller has the right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
343 [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
345 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

346 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
349 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

350 sources or obtaining a construction loan or land contract financing, describe at lines 625-642 or in an addendum attached
351 per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
353 lender's appraiser access to the Property.

354 **■ LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
356 shall be adjusted as necessary to maintain the term and amortization stated above.

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.**

358 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

359 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate

360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if

361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if

363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a**

365 **contingency for that purpose.**

366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer

367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment

369 (even if subject to conditions) that is:

- 370 (1) signed by Buyer; or
- 371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy

373 this contingency.

374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**

375 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**

376 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.

378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of

379 written loan commitment from Buyer.

380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this

381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall

382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of

383 unavailability.

384 ☐ **na SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or
- 386 (2) the Deadline for delivery of the loan commitment set on line 344
- 387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
- 388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
- 389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
- 390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
- 391 worthiness for Seller financing.

392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within 10 days ("7" if left blank) after

393 acceptance, Buyer shall deliver to Seller either:

- 394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
- 395 the time of verification, sufficient funds to close; or
- 396 (2) _____

397 _____ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written

399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain

400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's

401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject

402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of

403 access for an appraisal constitute a financing commitment contingency.

404 ☐ **na APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised

405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than

407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy

409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting

410 to the appraised value.

411 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase

413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated

415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and n/a

434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

437 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.

440 ☐ Current assessment times current mill rate (current means as of the date of closing).

441 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

443 ☐

444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
445 **substantially different than the amount used for proration especially in transactions involving new construction,**
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
447 **assessor regarding possible tax changes.**

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 n/a

461 _____
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
467 **making improvements to Property or a use other than the current use.**

468 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
495 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
496 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
497 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
498 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
499 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are n/a

503
504 _____ Insert additional terms, if any, at lines 625-642 or attach as an addendum per line 668.

505 na **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
535 **building or room dimensions, if material.**

Property Address **840 S 66th Ave, Wausau, WI**

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DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 625-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If **Buyer defaults**, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If **Seller defaults**, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 ☒ **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
621 as per listing agreement (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
622 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
623 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
624 beneficiary of this contract.

625 **ADDITIONAL PROVISIONS/CONTINGENCIES** Either Buyer or Seller may extend the date of closing
626 for one (1) extension period of 30 days, by delivering notice to the other party prior to
627 July 15, 2025.

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643 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
644 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
645 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
646 result of the exchange.

647 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
648 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
649 650-665.

650 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
651 652 or 653.

652 Name of Seller's recipient for delivery, if any: Anthony P. Morice Jr aka T.J.

653 Name of Buyer's recipient for delivery, if any: Rob Flashinski

Property Address: 840 S 66th Ave, Wausau, WI

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654 ☐ (2) Fax: fax transmission of the document or written notice to the following number:
 655 Seller: (☐) na Buyer: (☐) na
 656 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
 657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 658 address at line 661 or 662.
 659 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
 661 Address for Seller: na
 662 Address for Buyer: na
 663 ☒ (5) Email: electronically transmitting the document or written notice to the email address.
 664 Email Address for Seller: tjm@naipfefferle
 665 Email Address for Buyer: rflashinski@wausauchemical.com
 666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
 668 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.
 669 This Offer was drafted by [Licensee and Firm] Anthony P Morice Jr of NAI Pfefferle

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

682 Buyer Entity Name (if any): Wausau Chemical Corp or assigns

683 (x) Rob Flashinski 03/25/25
 684 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Rob Flashinski, Authorized Officer Date ▲

685 (x) _____ Date ▲
 686 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____
 687 _____

688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
 689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
 690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
 691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): 4GEN ENTERPRISES LLC

693 (x) _____ Date ▲
 694 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Collier Bailey, Authorized Signer

695 (x) _____ Date ▲
 696 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Tony Tomashek, Authorized Signer

697 This Offer was presented to Seller by [Licensee and Firm] Anthony P Morice Jr of NAI Pfefferle
 via email

698 _____ on 3-25-2025 at 5.40 xpm

699 This Offer is rejected _____ This Offer is countered [See attached counter] CB 3/27
 700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

NAI Pfefferle
Page 1 of 4

SELLER DISCLOSURE REPORT - COMMERCIAL

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 840 S 66th Ave

IN THE
City (CITY) (VILLAGE) (TOWN) OF Wausau, COUNTY OF
Marathon STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT
PROPERTY AS OF March (MONTH) 01 (DAY) 2025 (YEAR).

When listing a property Wis. Admin. Code § REEB 24.07(1)(b) requires licensees to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." This Seller Disclosure Report is a tool designed to help the licensee fulfill this license law duty.

This is not a warranty of any kind by the owner or any agents representing any party in this transaction and is not a substitute for any inspections, testing or warranties that the parties may wish to obtain. This is not a disclosure report required by Wis. Stat. Ch. 709 and the owner is voluntarily providing this information.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property.

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide an explanation of the reason why the response to the question is "yes" in the area provided following each group of questions.

A5. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof?	☐	☒	☐
B2. Are you aware of defects in the electrical system, including defects in solar panels and systems?	☐	☒	☐
B3. Are you aware of defects in part of the plumbing system?	☐	☒	☐
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting?	☐	☒	☐
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?	☐	☒	☐
B6. Are you aware of defects in any structure or structural components on the property (including walls)?	☐	☒	☐
B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?	☐	☒	☐
B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property?	☐	☒	☐
B9. Explanation of "yes" responses _____			

C. ENVIRONMENTAL

- | | YES | NO | N/A |
|---|--------------------------|----------------------------------|--------------------------|
| C1. Are you aware of the presence of unsafe levels of mold? | ☐ | ☒ | ☐ |
| C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, pesticides, or other potentially hazardous or toxic substances on the property? | ☐ | ☒ | ☐ |
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property? | ☐ | ☒ | ☐ |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | ☐ | ☒ | ☐ |
| C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations, including infestations impacting trees? | ☐ | ☒ | ☐ |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead? | ☐ | ☒ | ☐ |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | ☐ | ☒ | ☐ |
| C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted? | ☐ | ☒ | ☐ |
| C9. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |

D. STORAGE TANKS

- | | YES | NO | N/A |
|---|--------------------------|----------------------------------|--------------------------|
| D1. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? | ☐ | ☒ | ☐ |
| D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? | ☐ | ☒ | ☐ |
| D3. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

- | | YES | NO | N/A |
|--|--------------------------|----------------------------------|--------------------------|
| E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment? | ☐ | ☒ | ☐ |
| E2. Are you aware that remodeling was done that may increase the property's assessed value? | ☐ | ☒ | ☐ |
| E3. Are you aware of pending special assessments? | ☐ | ☒ | ☐ |
| E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? | ☐ | ☒ | ☐ |
| E5. Are you aware of any proposed construction of a public project that may affect the use of the property? | ☐ | ☒ | ☐ |
| E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits? | ☐ | ☒ | ☐ |
| E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained? | ☐ | ☒ | ☐ |
| E8. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |

F. LAND USE

- | | YES | NO | N/A |
|--|--------------------------|----------------------------------|--------------------------|
| F1. Are you aware of any zoning code violations with respect to the property? | ☐ | ☒ | ☐ |
| F2. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area, or of flooding, drainage problems, standing water or other water problems affecting the property? | ☐ | ☒ | ☐ |
| F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property? | ☐ | ☒ | ☐ |
| F4. Are you aware of conservation easements on the property? | ☐ | ☒ | ☐ |
| F5. Are you aware of restrictive covenants or deed restrictions on the property? | ☐ | ☒ | ☐ |
| F6. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements? | ☐ | ☒ | ☐ |

	YES	NO	N/A
F7. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances?	☐	☒	☐
F8. <u>Use Value.</u>			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	☐	☒	☐
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	☐	☒	☐
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	☐	☒	☐
F9. Is all or part of the property subject to or in violation of a farmland preservation agreement?	☐	☒	☐
F10. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	☐	☒	☐
F11. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	☐	☒	☐
F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property?	☐	☒	☐
F12a. Are you aware of any private road agreements or shared driveway agreements relating to the property?	☐	☒	☐
F13. Are you aware there is not legal access to the property?	☐	☒	☐
F14. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.	☐	☒	☐
F15. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	☐	☒	☐
F16. Are you aware of one or more burial sites or archeological artifacts on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).	☐	☒	☐
F17. Explanation of "yes" responses _____			

G. ADDITIONAL INFORMATION

	YES	NO	N/A
G1. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?	☐	☒	☐
G2. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	☐	☒	☐
G2a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?	☐	☒	☐
G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?	☐	☒	☐
G4. Are you aware of a joint well serving the property including any defect related to a joint well serving the property?	☐	☒	☐
G5. Are you aware that a septic system or other private sanitary disposal system serves the property including defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?	☐	☒	☐
G6. Are you aware of an "LP" tank on the property, including defects? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)	☐	☒	☐
G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?	☐	☒	☐
G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?	☐	☒	☐
G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use?	☐	☒	☐
G10. Are you aware of leased parking?	☐	☒	☐
G10a. Does the property currently have internet service? If so, who is your provider? <u>Frontier</u>	☒	☐	☐
G10b. Does the property have an electric vehicle charging system and station or installed wiring for a future system or station? Is the system or station affixed to the property?	☐	☒	☐
G10c. Does the property have accessibility features? See https://www.ada.gov/resources/title-iii-primer/ .	☒	☐	☐
G11. Are you aware of other defects affecting the property?	☐	☒	☐
G12. The owner has owned the property for <u>10</u> years.			



G13. Explanation of "yes" responses Internet supplier is Frontier.

We have disability parking an zero entry office doors that are wheelchair accessible.

Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

OWNER'S CERTIFICATION

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Entity Name (if any): Wausau Chemical Corp or assigns

Name & Title of Authorized Representative Signing for Entity: Rob Flashinski, Authorized officer

Authorized Signature for Entity: Rob Flashinski Date 03/25/25

Owner Collier Bailey Date 03/05/2025

Owner Tony Tomachek Date 03/05/2025

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Entity Name (if any): _____

Name & Title of Authorized Representative Signing for Entity: _____

Authorized Signature for Entity: _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 25-0108

Date Introduced: July 8, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its June 16, 2025 meeting , and has made recommendations that are attached hereto and recommends these actions to the Council for its approval; and

WHEREAS, your Public Health and Safety Committee considered the application of an Alcohol Beverage License Transfer for Limerick’s Pub and recommends these actions to the Council for its approval ,now therefore

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

Approved:

Doug Diny, Mayor



Council Date 07/08/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
213834	9026 - Class I	,	318 S 3RD AVE, ROOM 5 WAUSAU WI 54401	2025 WAUSAU LABOR DAY PARADE on SEPTEMBER 1, 2025 Organized by NORTH CENTRAL WI CENTRAL LABOR COUNCIL						
214863	9026 - Class I	SAWYER, COY	3500 STEWART AVE WAUSAU WI 54401	89Q APPRECIATION CONCERT on 7/15/25 Organized by Christian Life Communication Inc					Yes	
214423	9026 - Class I	WHITTUM, MALCOLM	1913 BROOKVIEW CT. WAUSAU WI 54403	ALL STARS UNDER THE STAR on 08/20/2025 Organized by MALCOLM WHITTUM					Yes	
214748	9064 - "Class B" Beer & Liquor	RADTKE, RACHEL	411 S 7TH AVE WAUSAU WI 54401		KIN & KIND	06/24/2025	06/30/2026	Yes	Yes	
214386	9064 - "Class B" Beer & Liquor	RAMIREZ-PALACIOS, GONZALO	1616 N 6TH ST WAUSAU WI 54403		TAQUERIA TRES HERMANOS	05/28/2025	06/30/2026	Yes	Yes	
214747	9064 - "Class B" Beer & Liquor	XYOOJ, HLI	627 N 12TH AVE WAUSAU WI 54401		TRULY'S EATERY AND BAR	07/02/2025	06/30/2026	Yes	Yes	
214741	9067 - Class "B" Beer & "Class C" Wine	VAN SLATE, JOHN	112 STROWBRIDGE WAUSAU WI 54401		319 BISTRO	06/10/2025	06/30/2026	Yes	Yes	
214546	9075 - Cigarette	SCOBELL, RAND	247307 HWY W MERRILL WI 54452		BOB & RANDY'S	06/05/2025	06/30/2026		Yes	



Council Date 07/08/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
214457	9078 - Amusement Device	LOR, JASON	406 N 8TH AVE WAUSAU WI 54401		CW FLY BAGS	06/05/2025	06/30/2026		Yes	
213559	9080 - Public Transport Driver New	FRENCH, TERRY	627 LINCOLN AVE #B WAUSAU WI 54403		NORTHWOODS CAB	04/30/2025	06/30/2025	No	No	
215065	9058 - Entertainment Facility	,	716 N. 13TH STREET WAUSAU WI 54403			07/01/2025	06/30/2026		Yes	

Total Licenses

11

Alcohol Beverage License and
Permit Transfer ApplicationDate
5.20.25

Use this form to transfer a municipally-issued alcohol beverage retail license to a different person. Also use this form to transfer a retail license or a state-issued alcohol beverage permit to another physical location. Submit this form only to the issuing authority.

Transfer Type (check one) ☐ Person-to-Person (no fee) ☒ Place-to-Place (\$10 fee)		Fees	
Type of Authorization to transfer (check one) ☐ Municipal Retail License ☐ State Issued-Permit		Transfer Fees	\$
Name of License/Permit (e.g. "Class A" Liquor or Brewery)		Publication Fee	\$
Current License/Permit Number		Background Check	\$
		Total Fees	\$

Part A: Current Business Information			
1. Legal Business Name (individual name if sole proprietor) THE SUNDAYS BADGER			
2. Business Trade Name or DBA LIMERICKS PUB			
3. FEIN 27-1821382		4. Wisconsin Seller's Permit Number 456-1027165955-03	
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization			
6. Premises Address 634 N. 3RD ST.			
7. City WAUSAU		8. State WI	9. Zip Code 54403
10. County MARATHON		11. Governing Municipality ☒ City ☐ Town ☐ Village of:	
12. Premises Phone 715-348-0578		13. Premise Email	
14. Contact Person Name CORY HORN		15. Website	
16. Contact Person Phone 715-218-5508		17. Contact Person Email Cory.Horn@hotmail.com	

Complete EITHER Part B OR Part C, based on the type of transfer you selected at the top of this form.

Part B: Transfer from Person-to-Person New Business Information	
1. Reason for license transfer (check one) ☐ Death ☐ Disability ☐ Foreclosure ☐ Assignment to Creditor ☐ Bankruptcy	
2. Legal Business Name of New Licensee (individual name if sole proprietorship)	
3. New Licensee Phone	4. New Licensee Email
5. Has the new licensee completed AB-100? Submit a completed Form AB-100 with this form ☐ Yes ☐ No	
6. Has the new licensee completed AB-200? Submit a completed Form AB-200 with this form ☐ Yes ☐ No	

Continued →

Part C: Transfer from Place-to-Place New Premises Information

1. New Premises Address

6034 N. 3RD ST

2. City

WAUSAU

3. State

WI

4. Zip Code

54403

5. New Premises Phone

715.348.0578

6. Premise Email

7. New Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and where records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

LOCATED AT THE CORNER OF GRAT ST + 3RD ST.

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license or permit. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name

Horn

First Name

Cory

M.I.

L

Title

MEMBER

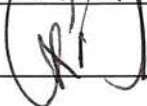
Email

Phone

218.5508

715.432.72

Signature



Date

5/20/25

Part E: For Clerk Use Only

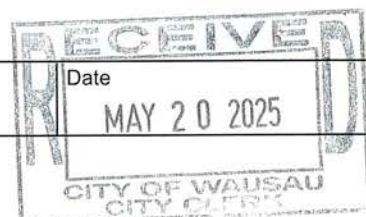
Date Application Was Filed With Clerk

License Number

Date License Granted

Date License Issued

Signature of Clerk/Deputy Clerk



Kody Hart, Deputy City Clerk



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

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

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

DATE: June 11, 2025 ****Updated as of 07/01/2025****

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

STAFF RECOMMENDATIONS

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

1. **Denial Recommendations –New Public Transport License:**

- **Terry French** – This application is recommended for denial due to five OWI convictions.

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

- **89Q Appreciation Concert** located on the 400 Block on July 15th, 2025 from 2:00 PM to 8:00 PM, license applicant Christian Life Communications, Coy Sawyer.
- **All Stars Under the Stars** located on the 400 Block on August 20th, 2025 from 6:00 PM to 9:00 PM, license applicant Malcolm Whittum.

3. **Approval Recommendation – Temporary “Class B” (Picnic) License:**

- **Central Wisconsin Slugfest Softball Tournament** located at Sunnyvale Softball Complex from June 13th to June 15th, 2025 from 8:00 AM to 9:00 PM, license applicant Wausau Youth Baseball & Softball, Inc., agent Bradley Keene.
- **Tailgate Fun Night** located at 607 Washington Street on June 20th, 2025 from 6:00 PM to 9:30 PM, license applicant Adaptive Communities Inc, Ashley Jordan.
- **Wisconsin Valley Fair** located at Marathon Park from July 29th, 2025 to August 3rd, 2025 from 11:00 AM to 11:00 PM, license applicant VFW Burns Post 388, agent Frank Blesel.
- **Wisconsin Valley Fair** located at Marathon Park from July 29th, 2025 to August 3rd, 2025 from 10:00 AM to 11:45 PM, license applicant Wausau Noon Optimists, agent Joni Howell



4. **Approval Recommendation – “Class B” Beer & “Class C” Wine License:**

- **319 Bistro** located at 319 N. 4th Street, license applicant John Van Slate, agent John Van Slate.

5. **Approval Recommendation – Cigarette License:**

- **Bob and Randy’s Bar** located at 1515 N. 6th Street, license applicant Bob and Randy’s Bar Inc, agent Rand S. Scobell.

6. **Approval Recommendation – Amusement Device License:**

- **CW Fly Bags** located at 2601 Stewart Avenue, license applicant CW Sports Entertainment LLC, agent Jason Lor.

7. **Approval Recommendation – Obstruction Permit:**

- **The Milk Merchant** located at 402 S. 2nd Avenue, license applicant 4th & Main LLC, agent Mary Gallagher.

8. **Approval Recommendation – Entertainment Facility License:**

- **Kykomi’s** located at 300 N. 3rd Street, Suite 108, license applicant Kykomi’s LLC, agent Kosher Chang.

9. **Pending Recommendation – “Class B” Beer & Liquor License:**

- The Liquor License Review Subcommittee reviewed the application of **Taqueria Tres Hermanos** located at 1600 N. 6th Street, license applicant **Taqueria Tres Hermanos LLC**, owner Gonzalo Ramirez-Palacios. The license was conditionally surrendered to the Clerk’s Office by the previous holder of that premise address who was a sole proprietor who would like the business to operate as a limited liability company owned by the same. The subcommittee will render a recommendation. ****Approved by The Liquor License Review Subcommittee and Public Health & Safety Committee****
- The Liquor License Review Subcommittee reviewed the application of **Truleys Eatery and Bar** located at 1810 Merrill Avenue, license applicant **Truleys Eatery and Bar LLC**, owner Hli Xyooj. The license was conditionally surrendered to the Clerk’s Office by the previous holder of that premise address. The subcommittee will render a recommendation. ****Approved by The Liquor License Review Subcommittee and Public Health & Safety Committee****
- The Liquor License Review Subcommittee reviewed the applications of **Wausau Museum of Contemporary Art** located at 309 McClellan Street, license applicant MOCA Inc.; **Asch Gardens** located at 180 E. Wausau Avenue, license applicant Asch Properties LLC, owners Kristen and Matthew Aschbrenner; **Kin & Kind** located at 2108 Grand Avenue, license applicant Rachel Radtke. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting.

Kody Hart, Deputy City Clerk



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

****Kin & Kind application was approved by the Liquor License Review Subcommittee and Public Health & Safety Committee.****

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

RESOLUTION OF THE FINANCE COMMITTEE

Adopting 2025 Budget Modification for City Attorney Legal Fees.

Committee Action: Approved 5-0

Fiscal Impact: \$140,000

File Number: 24-1109L

Date Introduced: July 8, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Personnel Savings within the City Attorney Budget</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$140,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, your Finance Committee has reviewed and recommended the proposed budget modification.

*Fund	*Cost Center	Revenue Category	Spend Category	Debit Amount	Credit Amount
101 General Fund	51301 City Attorney		51510 Social Security	\$0.00	\$6,500.00
101 General Fund	51301 City Attorney		51520 Retirement Employers Share	\$0.00	\$5,900.00
101 General Fund	51301 City Attorney		51541 Dental Insurance	\$0.00	\$1,100.00
101 General Fund	51301 City Attorney		51593 Health Insurance	\$0.00	\$40,500.00
101 General Fund	51301 City Attorney		51111 Salaries and Wages	\$0.00	\$86,000.00
101 General Fund	51301 City Attorney		52120 Legal Services	\$140,000.00	\$0.00

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized and directed to modify the 2025 Budget.

Approved:

Doug Diny, Mayor

STAFF MEMO

TO: Mayor Doug Diny
Common Council Members

FROM: Anne Jacobson, City Attorney

RE: Request for Budget Modification

DATE: June 20, 2025

Request: The City Attorney's office is seeking to use funds budgeted for personnel expense for fees. An approved budget modification is required when the amount or the use for which the funds was budgeted, changes.

Background: The 2025 budget allocated \$70,000 for Legal Fees. That budget has now been exceeded by \$37,219.00 through May billing.

Because our municipal court prosecutor is a service contracted with a private law firm, the invoices represent legal fees, rather than personnel expense. From the attached chart you will see that our one-year agreement from 11/14/24-11/14/25, has produced "fees" to date for that engagement of **\$75,860.00**. Since 1/1/25, the amount paid for prosecutorial services is **\$57,340.00**. This amount exceeds our entire budget for 2025, and is estimated to double for the next 6 months. The municipal prosecutor spends approximately 30% of a full time assistant per month.

Another chart lists 'unanticipated expenses' which include fees incurred in relation to handling the critical incident relating to the removal of the drop box, an investigation into the City Attorney and Finance Director in relation to a citizen verified complaint, representation of the Ethics Board in a citizen complaint against the Mayor, a separate investigation into delayed response to an open record request as the second part of the verified complaint, and an investigation of the City Attorney. The fees have been paid from the Mayor's account, CVMIC and the Attorney's account. The amount paid by the Attorney's Office is **\$21,844**. CVMIC paid \$10,625 and the Mayor paid \$7,833. Together, the unanticipated legal expenses have totaled **\$40,302.00**, and the City has not yet been billed

for the investigation conducted by Attorney Malia Malone into the delayed response to an open records request.

Finally, you will see attached all fees paid in association with litigation and other legal advice. The city presently has 7 suits pending. I am the attorney of record on 2, in addition to an appeal.

Expenses: \$57,340 muni court prosecution from 1/2/25
21,844 unanticipated legal expense
2,850.77 – Municode codification
25,184.23 -litigation defense and legal advice

\$107, 219 = (\$70,000 + 37,219)

Estimated Expense: After meeting with Maryanne, we have allocated an estimated *additional* expense as follows:

\$70,000 municipal prosecutor (5 months through 11/14/25)
30,000 for Greenwood Hills and Oona Younger, third party defendant case, Steve Krugler
10,000 for Jeff Decker continued litigation
37,219 for amount billed beyond budgeted amount of \$70,000

\$147,219

Savings: Through personnel savings due to two assistant city attorney vacancies, Peggy Steinke has provided payroll and benefits savings in two amounts:

From 7/20/2024 – 2/1/2025 = \$117,500.01
From 12/22/2024 – 6/21/2025 = \$144,232.73

These amounts total \$261,732.74, but there is an overlap between 12/22/24-2/1/25, and that overlap is being recalculated. In any event, a significant savings has been realized in personnel expense, which far offsets the cost of litigation and advice.

Prior to the Council meeting on July 8, 2025, I will provide a litigation update.

2025 BUDGET

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE DATE</u>	<u>ENTERED DATE</u>	<u>AMOUNT</u>	<u>REFUND</u>	<u>BALANCE</u>
Legal Services						\$ 70,000.00
	Crivello-Drop box issue	1/21/2025	1/29/2025	\$ 275.00		\$ 69,725.00
	Davczyk-muni ct prosecution	1/31/2025	2/11/2025	\$ 10,840.00		\$ 58,885.00
	Davczyk-FF depositions	1/31/2025	2/11/2025	\$ 604.50		\$ 58,280.50
	Davczyk-Greenwood Hills suit	1/31/2025	2/11/2025	\$ 5,909.25		\$ 52,371.25
	Stafford-Third St. Holdings suit	1/27/2025	2/11/2025	\$ 140.00		\$ 52,231.25
	Reimbursement from CD Purdy		1/30/2025		\$ 2,241.17	\$ 54,472.42
	Davczyk-Decker v Miller	1/31/2025	2/13/2025	\$ 1,559.96		\$ 52,912.46
	CivicPlus-yearly adj municode chrg	2/1/2025	2/1/2025	\$ 2,850.77		\$ 50,061.69
	Weld Riley-Transit negotiations	2/18/2025	2/26/2025	\$ 200.00		\$ 49,861.69
	Weld Riley-Purdy foreclosure	1/23/2025	2/26/2025	\$ 433.00		\$ 49,428.69
	Davczyk-muni ct prosecution	2/28/2025	3/19/2025	\$ 11,660.00		\$ 37,768.69
	Davczyk-general ORR	2/28/2025	3/19/2025	\$ 1,092.00		\$ 36,676.69
	Davczyk-Greenwood Hills suit	2/28/2025	3/19/2025	\$ 1,170.25		\$ 35,506.44
	Davczyk-Decker v Miller	2/28/2025	3/19/2025	\$ 4,758.00		\$ 30,748.44
	Weld Riley-transit neg reclass		2/28/2025		\$ 200.00	\$ 30,948.44
	Buelow-general HR matters	3/4/2025	3/11/2025	\$ 1,178.00		\$ 29,770.44
	Trusty-special prosecution	3/5/2025	3/19/2025	\$ 387.75		\$ 29,382.69
	Quarles-2025 RE advice	3/6/2025	3/19/2025	\$ 990.00		\$ 28,392.69
	Quarles-Commonwealth	3/6/2025	3/19/2025	\$ 545.00		\$ 27,847.69
	Quarles-Commonwealth reclass		3/6/2025		\$ 545.00	\$ 28,392.69
	Municipal Law & Lit-Ethics Board	3/19/2025	4/28/2025	\$ 9,505.00		\$ 18,887.69
	Davczyk-muni ct prosecution	3/31/2025	4/17/2025	\$ 9,760.00		\$ 9,127.69
	Davczyk-Greenwood Hills suit	3/31/2025	4/17/2025	\$ 39.00		\$ 9,088.69
	Davczyk-Decker v Miller	3/31/2025	4/17/2025	\$ 1,529.25		\$ 7,559.44
	Davczyk-Decker John Doe	3/31/2025	4/17/2025	\$ 852.50		\$ 6,706.94
	Davczyk-Decker John Doe	3/31/2025	4/17/2025	\$ 55.00		\$ 6,651.94
	Buelow-overpayment		4/1/2025		\$ 899.00	\$ 7,550.94
	Quarles-Commonwealth	4/8/2025	4/17/2025	\$ 4,360.00		\$ 3,190.94
	Siebel-Third St. Holdings tax suit	4/8/2025	4/28/2025	\$ 2,425.00		\$ 765.94

[illegible]

DAVCZYK & VARLINE INVOICES FOR MUNICIPAL PROSECUTION

DATE OF SERVICE	INVOICE AMOUNT	TOTAL	
11/14/24-11/29/24	\$ 9, 80.00	\$ 9,080.00	
12/03/24-12/27/24	\$ 9,440.00	\$ 18,520.00	
01/03/25-01/30/25	\$ 10,840.00	\$ 29,360.00	
02/03/25-02/28/25	\$ 11,660.00	\$ 41,020.00	
03/03/25-03/29/25	\$ 9,760.00	\$ 50,780.00	
04/01/25-04/30/25	\$ 7,660.00	\$ 58,440.00	
05/01/25-05/31/25	\$ 17,420.00	\$ 75,860.00	

UNANTICIPATED LEGAL FEES					
CRIVELLO					
Sam Hall	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL
	10/31/2024	CVMIC	Drop box (DOJ)	\$10,625.00	\$10,625.00
	12/12/2024	Attorney	Drop box (DOJ)	\$1,275.00	\$11,900.00
	1/21/2025	Attorney	Drop box (DOJ)	\$275.00	\$12,175.00
BUELOW VETTER					
Brian Waterman	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL
	1/8/2025	Mayor	Verified complaint	\$4,092.00	\$4,092.00
	2/7/2025	Mayor	Verified complaint	\$899.00	\$4,991.00
	3/4/2025	Attorney	Council	\$279.00	\$5,270.00
MUNICIPAL LAW & LITIGATION					
Eric Larson	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL
	3/19/2025	Attorney	Ethics Board	\$9,505.00	\$9,505.00
	4/17/2025	Attorney	Ethics Board	\$4,435.00	\$13,940.00
	4/28/2025	Attorney	Ethics Board	\$275.00	\$14,215.00
	5/23/2025	Attorney	Ethics Board	\$5,800.00	\$20,015.00
ATTOLLES					
Malia Malone	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL
			Verified Complaint		
Andy Phillips	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL
	11/5/2024	Mayor	CA investigation	\$2,842.00	\$2,842.00
GRAND TOTAL					\$40,302.00

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

RESOLUTION OF THE FINANCE COMMITTEE

Adopting 2025 Budget Modification for Airport Capital Projects Terminal Renovation Furnishings and Apron Project.

Committee Action: Approved 5-0

Fiscal Impact: \$74,400

File Number: 24-1109M

Date Introduced: July 8, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: State reimbursements of prior year local share</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$74,400</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: Reimbursement by State of Prior Year Local Share Funds</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Wausau Downtown Airport has several capital projects underway two of the projects are experiencing budget shortfalls

WHEREAS, the Airport Terminal renovation project will be completed in late summer 2025. No funds were budgeted for furnishings.

WHEREAS, two local companies provided furnishing estimates of \$90,000, but the airport manager has developed a furnishings list for \$37,000; and

WHEREAS, the airport apron project has a shortfall of \$37,400; which is due to necessary work in areas that are not eligible for federal or state funding, and the addition of work for the Jones Hangar pavement, which was completed using competitive bid pricing; and

WHEREAS, staff were informed by the State of Wisconsin Bureau of Aeronautics that the city will be refunded approximately \$90,000 of prior year local share funds when the State completes the federal grant reallocation process, and

WHEREAS, the 2025 local share budget for the 13/31 runway reconstruction is \$80,666 which will likely not be utilized until late 2025 and 2026 due to project delays; and

WHEREAS, your Finance Committee recommends using the state reimbursement of prior year local share to finance the furnishings and airport apron project shortfall; and

WHEREAS, your Finance Committee has reviewed and recommended the proposed budget modification.

*Fund	*Cost Center	Revenue Category	Spend Category	Debit Amount	Credit Amount
400 Capital Projects Fund	53512 Airport Capital Projects	48902 Other Reimbursements		\$0.00	\$74,400.00
400 Capital Projects Fund	53512 Airport Capital Projects		58243 Airport Runways, Taxiways and Aprons	\$37,400.00	\$0.00
400 Capital Projects Fund	53512 Airport Capital Projects		58127 Furniture/Equipment-Airport	\$37,000.00	\$0.00

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized and directed to modify the 2025 Budget.

Approved:

Doug Diny, Mayor



TO: The Finance Committee

FROM: Finance Director Maryanne Groat

DATE: June 18, 2025

The Airport has several projects underway. Two projects are experiencing budget shortfalls.

Airport Terminal building – no funds were budgeted for furnishings. Two companies provided furnishing estimates of nearly \$90,000. John Chmiel has conducted extensive research and believes that furnishing can be completed for \$37,000. The project is to be completed within the next month.

Airport Apron project – max budget shortfall expected of \$37,400. This is due to necessary work in areas that are not eligible for federal or state funding, and the addition of work for the Jones Hangar pavement, which was completed using competitive bid pricing.

On Wednesday, I met with John Chmiel, Karl Kemper, an engineer from Becher Hoppe, and Evan from the State of Wisconsin Bureau of Aeronautics. Evan explained that the State continually reviews federal and state funding sources to maximize project allocations. He stated that the state will likely provide superseding funding to the City, resulting in a return of approximately \$90,000 of prior year local share funds. The timing and reliability of this funding are currently unknown.

Two possible budget modifications are available:

- The city has \$80,666.40 set aside for the 13/31 runway reconstruction. This project is not scheduled until 2026. The city could apply these funds to the 2025 shortfalls. If the city received a return of the prior year's local share funds, we could replenish the 13/31 runway project. If the funding did not materialize, the 13/31 project could be funded in the 2026 budget, or added to the 2025 budget if needed before then.
- Another option is to add to the 2025 budget with borrowing.

John Chmiel and Karl Kemper will be attending the meeting to answer questions.

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES
AND FINANCE COMMITTEE**

Authorizing the Reclassification of City Assessor and Deputy City Assessor, with the Reclassification and Name of the Property Appraiser to Property Appraiser I and the Creation of Property Appraiser II Position.

Committee Action: Human Resources Approved 4-1
Finance Approved 3-1

Fiscal Impact: Estimated \$27,331.11 for fiscal year 2025

File Number: 25-0703

Date Introduced: July 8, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, in 2023 the Human Resources Department conducted a compensation study which sampled various jobs within the City. The Assessment Department was not benchmarked during the study. An analysis took place in 2025 for the Assessment Department with various organizations and studies. The Human Resources Department found that the Assessment Department's pay rates and classifications were not competitive in relationship to other municipalities and within the organization for internal equity; and

WHEREAS, the Human Resources Department has completed the analysis regarding pay and job descriptions for the Assessment Department and has recommended the adjustment of the City Assessor, salary grade 10 (\$78,520.00 - \$117,748.80) to salary grade 5 (\$96,100.80 - \$145,412.80); and

WHEREAS, the Human Resources Department has recommended the reclassification of the Deputy City Assessor, salary grade 15 (\$60,070.40-\$90,064.00) to salary grade 12 (\$70,033.60 - \$105,081.60); and

WHEREAS, the Human Resources Department has recommended the rename and classification of Property Appraiser, salary grade 18 (\$49,732.80 - \$69,659.20) to Property Appraiser I, salary grade 17 (\$53,747.20 - \$75,233.60); and

WHEREAS, the Human Resources Department has recommended the creation of Property Appraiser II, salary grade 16 (\$58,572.80 - \$81,852.00); and

WHEREAS, On June 9, 2025, your Human Resources Committee and June 24, 2025, your Finance Committee reviewed and recommend the following actions to be taken:

- City Assessor to be increased from salary grade 10 to salary grade 5 effective July 20, 2025.
- Deputy City Assessor to be increased from salary grade 15 to salary grade 12 effective July 20, 2025.
- Property Appraiser to be renamed Property Appraiser I with an increase in salary grade from salary grade 18 to salary grade 17 effective July 20, 2025.
- Creation of Property Appraiser II with a salary grade of 16 effective July 20, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau to reclassify the City Assessor position, salary grade 10 (\$78,520.00 - \$117,748.80 annually) to salary grade 5 (\$96,100.80-\$145,412.80 annually) effective July 20, 2025.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau to reclassify the Deputy City Assessor position, salary grade 15 (\$60,070.40 - \$90,064.00 annually) to salary grade 12 (\$70,033.60-\$105,081.60 annually) effective July 20, 2025.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau to reclassify the Property Appraiser position, salary grade 18 (\$49,732.80 - \$69,659.20 annually) to Property Appraiser I, salary grade 17 (\$53,747.20-\$75,233.60 annually) effective July 20, 2025.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau to create Property Appraiser II position with the salary grade 16 (\$58,572.80 - \$81,852.00 annually) effective July 20, 2025.

Approved:

Doug Diny, Mayor

DRAFT

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

DATE/TIME: June 9, 2025, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens, Vicki Tierney
MEMBERS ABSENT:
Also Present: Mayor Diny, Lisa Nowak

Discussion and Possible Action to Approve the Reclassification of Selected Jobs in the City of Wausau Assessment Department.

Nowak said that the City Assessor brought this item to her attention upon her arrival and felt that the previous wage study done in 2023 did not provide equitable compensation for four positions within his department. Nowak said that she reviewed the compensation study that was done in 2023 and determined that it was not a comprehensive review, as outlined in the handbook, that was to be done every five years. Nowak said only 53 jobs were selected for review out of 124 unique jobs, and mentioned that there is an opportunity to revise the job descriptions to outline essential job functions rather than provide high level job instructions to provide better information for future compensation studies. Nowak said that these jobs had no comparables in the study, and based on her analysis, she suggests moving the positions as outlined in the packet.

Kilian said that upon review of the information provided that it appeared the City Assessor was well below other department heads, and that the City needs to recognize the importance and function of the role. Kilian mentioned the pay scale that Nowak had sent her upon request and asked if using the mid-range or maximum range would create more equality for the Assessment Department wages with other departments and positions, and other municipalities to be competitive. Nowak said she doesn't recommend starting out at the maximum because then an employee is red-lined, and explained that she would keep the employees at the same step if their grade change is approved. Kilian said Nowak's assessment was very thorough and she agreed with Nowak's recommendations.

Tierny said that she agreed with the information provided but asked if Nowak thought the information should be reviewed by someone else based on Nowak's relationship with the City Assessor to avoid any optics of preferential treatment or wrongdoing. Nowak said that she would welcome a review by someone else if the committee felt it was necessary.

Mayor Diny said that this item was something that was being considered long before Nowak was hired as HR Director, that he was aware of it as well as the previous HR Director, and he

supports the recommendations. Tierny said that she was concerned about any negative optics for Nowak but was not doubting the assessment.

Gisselman said that he would not support the item because of the relationship of Nowak and Rubow and would like the City to do a comprehensive compensation study instead.

Martens said that looking at the information provided, he can see the imbalance between the Assessment Department and other departments and the issues with some of Gallagher's results. Martens said that he would be supporting this item.

McElhaney said that even if a wage study was approved immediately, the information would not be ready for the 2026 budget. Nowak agreed and said that the job descriptions need an overhaul before a wage study is started. Gisselman said that they could start the process by approving a wage study so that an RFP can be put out and a wage study could be done in 2026. Tierny said that she is supporting this item because of the obvious discrepancy but will not support bringing more jobs forward for consideration, but rather would then want to see a wage study conducted. Nowak agreed and said that she would not feel comfortable putting out an RFP before the job descriptions are revised, as it would be a waste of money.

Motion by Kilian to approve the reclassification of selected sobs in the City of Wausau Assessment Department. Second by Martens. Motion passed 4-1 (*Gisselman was the dissenting vote.*)

Rebecca McElhaney
Human Resources Committee, Chair

Video available: https://www.youtube.com/watch?v=toi_1vsSUJQ

Human Resource Committee Packet

June 9, 2025

Agenda Item
Discussion and possible action approving the reclassification of selected jobs in the City of Wausau Assessment department.
Background
In September of 2023 the City of Wausau engaged in a compensation study which sampled various jobs within the City. Jobs that did not have benchmark data were individually slotted. The analysis of the tasks and duties explained in the packet illustrates a more accurate depiction of the scope of the Assessment Department roles.
Fiscal Impact
\$54,662.20
Staff Recommendation
Reclassify the City Assessor position to the appropriate grade 5, Property Appraiser I to grade 17, Senior / Property Appraiser II to grade 16, and Deputy City Assessor to grade 12.
Staff contact: Lisa Nowak (715-261-6634)

Background Summary

Gallager conducted a comp study in June of 2023, which impacted certain jobs. 53 jobs were selected out of 124 unique job titles. This process was not the same as the comprehensive 2018 compensation analysis conducted, as noted in the September 2023 Human Resources Committee Packet memo.

When there is not enough data collected to be used in Gallagher's proprietary calculation method, manual "slotting" of a position occurs to make the structure whole. Methodologies and applications range in assessing internal alignment. This can happen for various reasons, for example, job titles not aligning with job tasks and duties, rendering ill-matched jobs and unreliable data.

The manual slotting and grading rubric utilized is unknown in documentation, however anecdotally I've learned that the philosophy applied to the Assessment Department is that they are mandated by laws and regulations, therefore do not require capabilities such as independent discretionary judgement skills or authority and were relegated to a lower-ranking job grade.

2023 Assessor's Department Raw Data Summary

Property Appraiser		2080	n/a	n/a	n/a	n/a	
City Assessor		2080	n/a	n/a	n/a	n/a	
Property Appraiser		2080	n/a	n/a	n/a	n/a	
City Assessor	NOT A CITY EMPLOYEE	2080	n/a	n/a	n/a	n/a	
Property Appraiser	NOT A CITY EMPLOYEE	2080	n/a	n/a	n/a	n/a	
City Assessor	Treasurer (Elected)	2080	n/a	n/a	n/a	n/a	Elected - Salary set by resolution
Property Appraiser	No similar position	2080	n/a	n/a	n/a	n/a	
City Assessor		2080	n/a	n/a	n/a	n/a	
Property Appraiser	Property Appraiser	2080	n/a	46363.2	52124.8	57886.4	
City Assessor	City Assessor	2080	68734	n/a	68734	n/a	
Property Appraiser	Property Appraiser I	2080	n/a	48073.38	59671.77	71270.16	
City Assessor							
Property Appraiser							

*Data-source identifying information removed

Ultimately the Assessment Department was not included in any data-driven decision-making in this compensation exercise. Survey data illustrated variables such as other municipalities contracting services out (which cannot be considered for a market match), they were not city employees, or they were elected into their positions and their salaries were set by resolution.

City Assessor

In analyzing crowdsourced data, enclosed in this packet, I've found ranges reported through MAAO, WAAO, CVMIC, and other municipalities where pay is starting as low as \$75,884 and ranging upwards of \$149,748 annually. This speaks to the variances in job duties performed by those who may hold the same title but have less responsibility and independent discretionary authority. Qualifications used to benchmark against this role are as follows:

Bachelor's degree in Real Estate, Appraisal, Public Administration, or Accounting with 10 or more years of experience in commercial/residential valuation is required. At least three years' experience valuing complex commercial properties and six years' experience working with a mass appraisal computer-based valuation system is preferred. Any combination of education and experience that provides equivalent knowledge, skills, and abilities may be considered.

- Certification from the Wisconsin Department of Revenue as an Assessor II is required.
- Must have a valid Wisconsin motor vehicle operator's license.

Using an internal-equity approach, the current City of Wausau Directors are in grade 5 (except Public Works and City Attorney), and the City Assessor should fall in line with this peer group.

Deputy Assessor

The Deputy Assessor is currently slotted at a grade 15; where their peers Assistant Finance Director and Deputy Transit Director are in a grade 12. Given the range collected from internally-collected data also falls in this range, \$76,440 - \$93,330, I recommend this position fall in line as well.

Property Appraiser

All Assessment staff need to be state certified to work in any capacity within an Assessment department. For candidates with zero appraisal experience, we provide the training on state laws affecting assessments and training on professionally accepted appraisal practices. (§70.32). This fact alone lends itself to the necessity of creating job levels within the Property Appraiser category. To learn and understand the assessment process takes a new inexperienced appraiser over three years to be competent. This would constitute an Appraiser I position. As one becomes more familiar with the role, their career trajectory will logically be an Appraiser II, consisting of more responsibility and autonomy. These independent judgments calls require skill and experience, and can have severe consequences to the department and the municipality when performed wrong. Therefore, it is extremely important to have qualified appraisal staff to perform fair and equitable valuations.

Assessment Technician

This position yields no change at this time.

Assessor Certification

Under state law (sec. [73.09](#), Wis. Stats.), each individual who completes assessment work must have an assessor certification from the State of Wisconsin. Certification helps ensure a minimum knowledge of those who complete assessment work.



Thinking about making a career change or pursuing a career in real estate assessment? Watch our video [How to become an assessor](#) to see how easy it can be to begin a career in property assessment.

Video: [How to become an assessor](#) (9:28 min.)

Five Levels of Assessor Certification in Wisconsin

1. Assessment Technician
2. Property Appraiser
3. Assessor 1
4. Assessor 2
5. Assessor 3

Required Certification Level

Each town, village, and city has an assessor with a specific certification level depending on the property's complexity. See [Chapter 2 of the Wisconsin Property Assessment Manual](#) for a list of assessor certification levels by municipality.

Certification level required is determined by the work:

- Each certification level is authorized to complete specific types of assessment work
- The assessment work is progressively more complex as the level of certification becomes higher
- An individual certified at the higher level is allowed to perform work of any lower level certification. An exception is the Assessor 3 level. An Assessor 3 can only perform work associated with the Assessor 3 certification.
- Assessor Certification is not required for clerical work.

To address the philosophical rubric utilized in the previous compensation exercise, below are some FAQ's compiled:

1. Who oversees real estate property tax exemptions and has the authority to accept or deny?

- By Wisconsin statute only the City Assessor can make the determination if a property is exempt from real estate assessments.

2. Who can override the City Assessor's authority on tax exemptions or valuation?

- Wisconsin Statutes §74.35 (5) requires the taxpayer to file a claim for Recovery of an Unlawful Tax on the City Clerk by January 31 in the year seeking recovery. The municipality can accept or deny the claim. By accepting the claim, the municipality is only forgiving the property tax that was imposed that year on the property. The action does not exempt the property from taxation in that year or in future years. The action does not require or force the assessor to change the property classification from taxable to exempt or its value. The municipality can only forgive the tax for the year claimed and the assessment remains.
- If the claim is denied, under the same statute above or under Wis. Stat. §74.37 (Claim on Excessive Assessment) the property owner would have to bring litigation in the form of a lawsuit to circuit court against the municipality. Circuit court is the only authority that can overrule an assessor's determination that a property was not exempt from property taxes. Under Wis. Stat. §74.37, circuit court also has the authority to change the assessment through litigation. This can have major monetary implications to a municipality. As lawsuits of this type typically take several years to settle it exposes the municipality to very large

attorney fees for the defense of the assessment. It is not uncommon for the repayment of property taxes to be in the hundreds of thousands, which exposes the city to unbudgeted repayment expenses. For example, a million dollar change in assessed value in 2024 is equal to \$19,330 dollars in taxes, multiplied by the number of years to have the case heard, or to settle the valuation in mediation.

3. Can anyone object to how a property was assessed that is not owned by them?

- No. Only the property owner or the property owner's agent can ask how a property was assessed and are allowed to file an objection to the value. §70.47 (7)(a)

4. Who can change an Assessor's valuation on any property if objected by the property owner?

- Board of Review based on oral testimony and documentation.
- Department of Revenue if the property is under 1 million in valuation.
- Circuit Court
- The municipalities governing body can only forgive the tax and cannot change the assessment.

5. Who can change an Assessor's valuation on any property that was not objected by the property owner?

- No one can dictate or advise the Assessor as to what the value of a property should or shouldn't be prior to signing the assessment roll.

6. Who can change an Assessor's submission to the Department of Revenue of the Municipal Assessors report filed for taxation?

- No one can file or amend the Municipal Assessors report except the statutory Assessor or assessment staff who are designated to the Department of Revenue.

7. Who at a municipality checks the Assessors work, gives the Assessor direction, informs them on law changes and how to implement changes in appraisal law and filing requirements that can have a negative impact on the municipality?

- No one. There are no persons elected or non-elected in a municipality that gives the City Assessor direction. The City Assessor is required to be informed on law changes that affect the municipality and their work. The Department of Revenue expects the Assessor to research the topic and decide based on their best judgment on the implementation. The Department of Revenue is a resource to make informed decisions that can have negative consequences to a municipality.

8. Can a municipality, the governing body or Mayor direct an Assessor to re-value a property?

- No. It would be unethical for them to do so. The City Assessor is independent of political pressures to value.

9. Can the governing body or Mayor direct the Assessor on when to submit the Municipal Assessor Report, when to have Open Book or Board of Review?

- No. Wisconsin chapter 70 of the state statutes states the time frame when reports need to be submitted. It is the sole discretion of the City Assessor to meet any deadlines in statutes.

10. Who has the authority to discipline an Assessor for assessment practice violations or fraudulent valuations?

- Wisconsin Department of Revenue has the authority to suspend, censure or revoke an Assessor's certification.
- Under Wis. Statute §70.501 there are forfeiture penalties for intentionally fixing valuations.
- Under Wis. Statute §70.503 the City Assessor can be held civilly liable for damages to any person who sustained a loss or injury for tortious or wrongful acts. This statute also applies to all Assessment Department staff.

For Consideration

The current City Assessor's qualifications surpass those benchmarked nation-wide. The City Assessor holds a Certification from the Wisconsin Department of Revenue as an Assessor III – far more qualified than the benchmarked Assessor II. The City Assessor has been appointed by the Governor and confirmed by the Senate to serve as the only Assessor Member on the Real Estate Appraisers Board for the State of Wisconsin. He is also the Monitoring Liaison for disciplinary orders.

Internally-collected data

	DATE	CITY	Minimum CERT	SALARY	SALARY RANGE		AVERAGE	
PROPERTY APPRAISER								
Property Appraiser I	10/29/2023	Madison	Assessment Tech	\$30.98			\$30.68	\$38.67
Property Appraiser	8/25/2023	New Berlin	Assessor 2		\$25.92	\$35.00		
Appraiser 1	2/9/2023	Village of Pleasant Prairie	Assessor 1		\$29.55	\$35.46		
Appraiser Commercial	5/13/2022	Kenosha	Assessor 2		\$29.79	\$38.31		
Property Appraiser I	9/4/2022	Janesville	Property Appraiser	\$23.11				
Property Appraiser Commercial	1/7/2021	Fitchburg	Assessor 2		\$33.36	\$38.12		
Senior Appraiser	4/5/2020	Fitchburg	Assessor 2		\$32.70	\$37.37		
Property Assessment Specialist (PAS)	11/13/2023	DOR	Trainee (Assessor 2)	\$28.59				
Property Assessment Specialist(PAS- J)	11/13/2023	DOR	Assessor 2		\$28.49	\$33.87		
Property Appraiser 1	4/7/2024	Brookfield	Trainee (Assessor 2)		\$31.65	\$36.19		
Property Appraiser 2	4/7/2024	Brookfield	Assessor 2		\$34.24	\$39.13		
Senior Appraiser	3/5/2024	Waukesha	Assessor 2		\$28.19	\$38.06		
Appraiser 1	7/10/2024	Village of Pleasant Prairie	Trainee (Assessor 2)		\$28.46	\$39.52		
Appraiser 2	7/10/2024	Village of Pleasant Prairie	Assessor 2		\$34.62	\$47.69		
Property Appraiser	2/16/2025	Fitchburg	Trainee (Property Appraiser)		\$29.01	\$33.15		
Property Appraiser 1	9/13/2024	Milwaukee	Trainee (Property Appraiser)		\$29.84	\$39.19		
Appraiser 1	2/15/2025	Village of Pleasant Prairie	Trainee (Assessor 2)		\$29.03	\$40.31		
Appraiser 2	2/15/2025	Village of Pleasant Prairie	Assessor 2		\$35.31	\$48.65		

DEPUTY ASSESSOR								
DEPUTY ASSESSOR	3/23/2023	Brookfield	Assessor 2		\$35.35	\$45.95	\$36.75	\$44.87
DEPUTY ASSESSOR	1/6/2023	Janesville	Assessor 2 & 3		\$30.57	\$40.76		
DEPUTY ASSESSOR	5/1/2024	La Crosse	Assessor 2 & 3		\$40.55	\$46.44		
DEPUTY ASSESSOR	1/23/2025	Fitchburg	Assessor 2		\$40.52	\$46.31		

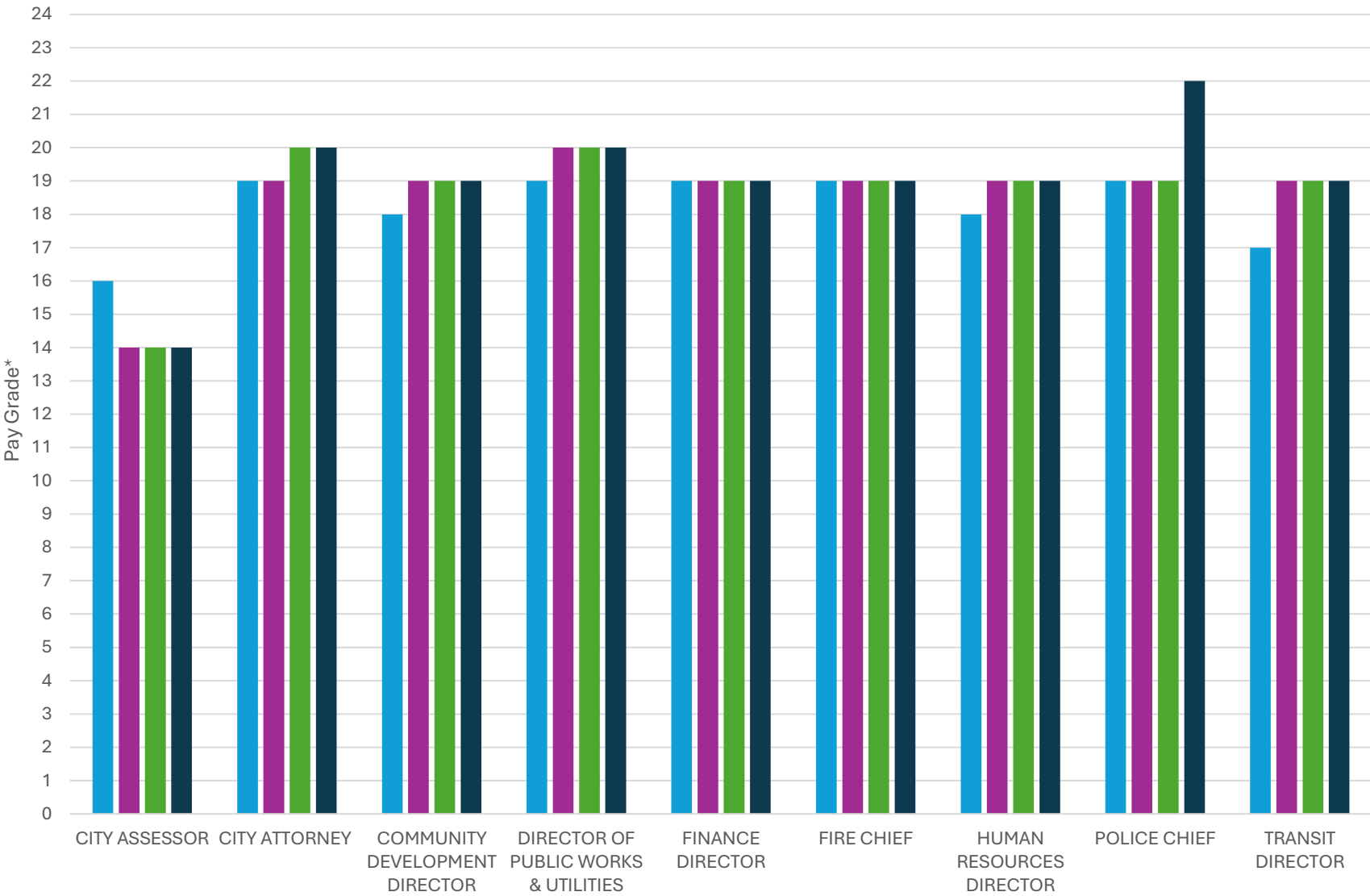
Assessor 3

-An exception is the Assessor 3 level. An Assessor 3 can only perform work associated with the Assessor 3 certification.

Recommendation

[illegible]

2014-2024 Department Head Pay Grade Chart



* Pay Grades shown as if all systems used 1 as lowest grade; current system is reversed with 1 being highest grade, therefore chart does not reflect actual grade.

2014 2019 2023 2024



Doug Diny ☐

Rick Rubow ☒

Rick Rubow

Rick Rubow

City Assessor

City Hall

MELANI LEMANSKI

Assessment Technician

City Hall

Henry King

Property Appraiser

City Hall

JEFF WAGNER

Deputy City Assessor

City Hall

Kristeen Quale

Property Appraiser

City Hall

Stacey Severson-De...

Property Appraiser

City Hall

13145 Property App...



JOB DESCRIPTION CITY ASSESSOR

Job Title:	Assessor	Reports To:	Mayor
Department:	Assessment	FLSA Status	Exempt
Division:	Assessment	EEO Code	1-Officials & Administrators
Salary Grade:	40-5	Occupational Code	5006
Employee Group:	General Employee	Training Category:	A-Leaders/Department Heads
Created:		Last Revision:	May 2025

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

Purpose of the Position

The City Assessor manages and directs all **assessment** work and processes of the City Assessment division by preparing and maintaining; appraisal and administrative procedures **required by statute**, department budget, long range goals, department policy, assessment staffing, **all property valuation to insure a fair and equitable assessment roll for real estate as required by law, and personal property, maintains the** computerized assessment system, and day-to-day operations.

Essential Duties and Responsibilities

1. **Assess and value all real property that is not exempt by Wisconsin Statute Chapter 70. Develop and maintain department assessment practices and procedures to comply with Wisconsin Law and to maintain uniform assessments among seven different property classes of real estate.**
2. **Assesses and Supervises assessments of all real estate and personal property not exempt by statute within two municipalities. City jurisdiction.** Gathers information regarding the size, type, quality, methods and materials used in building construction; measures, lists, and values commercial property, mobile homes, and buildings on leased land. Reads and interprets construction plans and blueprints.
3. Supervises, trains, directs, schedules, assigns evaluates and disciplines assessment staff.
4. **Oversee issuance of municipal parking permit fee for mobile homes located in mobile home parks and the monthly billing for the permit fee.**
5. Reviews computerized data entry and maintains **valuation** tables and assessment computations and procedures in a Computer Assisted Mass Appraisal (CAMA) software system.
6. Reviews and supervises assessment maps, assigns parcel identification numbers, surveys, assessor plats, annexations and detachments preparation and maintenance of assessment maps.
7. Determines property taxation exemptions. Analyze exemption request documentation and determine if the property USE meets **the** exemption statutes. Defend decision made with taxpayers and **circuit** court.
8. **Collects and** analyze, interprets, and critiques a wide range of taxpayer business income and expense, rent rolls **using accounting principles and procedures. In addition to** construction cost, investment and bank appraisals, and other proprietary financial data.

9. Advises the city on unlawful taxation and excessive assessment ~~claims appeals~~ against the ~~municipality~~ ~~city~~.
10. Collaborate with outside attorneys in the defense of litigated property ~~on~~ tax appeals. Provide recommendations to the ~~governing body~~ ~~city~~ as to the strength or weakness of the lawsuit against the city.
11. Attend mediation on assessment litigation and provide recommendations to the city.
12. Advise the city of property taxation and exemption issues involving city projects that involve taxpayer funds.
13. Responds to taxpayer inquiries concerning assessments and defends assessments at the Board of Review, the Department of Revenue, the Circuit Court, and the Supreme Court levels.
14. Proposes and seeks implementation of legislative changes that would affect City of Wausau taxpayers.
15. Inspects, appraises, and reviews valuations for ~~personal property~~, ~~manufacturing~~, commercial, residential and ~~exempt residential~~ properties. Compiles and analyzes sales data and other pertinent statistical information to ensure assessment equity.
16. Analyze factors which influence property value from market data and exercise sound objective judgment in determining fair and equitable property valuations.
17. Processes and/or supervises the processing of legal instruments and documents including property transfer forms, warranty deeds, quit claim deeds, foreclosures, divorce actions, etc.
18. ~~Prepares, signs, and delivers an annual assessment roll certified for taxation. Develop and file~~ ~~Department of Revenue~~ assessment reports, ~~assessment rolls~~, and other documents in accordance with State ~~Statutes. Laws.~~
19. Review and analyze manufacturing and utility assessments established by the Department of Revenue for equitability. Provide recommendations to appeal manufacturing assessments.
20. Develops reassessment cycles based on economic factors to keep the City of Wausau and other contracting jurisdictions in compliance with current law regarding the municipality level of assessment.
21. Develops, implements, and interprets policies and procedures for the uniform and equitable assessment of general property and property exempt by statute. Maintains considerable knowledge of Wisconsin assessment law, court decisions, and rules and regulations governing property tax assessment.
22. Attends and participates in Board of Review hearings. Researches and prepares comprehensive reports in defense of assessments. Attends, testifies, and defends assessment valuation appeals to the Wisconsin Department of Revenue and Circuit Court.
23. Develop, prepare, balance parcel counts, assessment values and certify statute required Annual Assessor Reports, the Clerks Statement of Assessment (SOA) and Treasures Mobile Home report to the Department of Revenue in accordance to state statutes.
24. Conduct Open Book conferences with property owners, agents and attorneys. Discuss assessment policy and procedures prior to appearance before the Board of Review.
25. Establishes and maintains good public relations. Provides information and assistance to the general public regarding public records related to property records and assessment. Respond to telephone and mail inquiries. Give presentations to elected officials, city staff, developers, service groups and other organizations regarding assessments.

26. Develops, submits and monitors annual assessment department budget.

Additional Duties and Responsibilities

- Preform all statutory duties of the City Assessor for the City of Schofield.
- ~~Performs various duties and special projects as assigned.~~
- Responsible for the implementation of new or changed assessment law passed by State legislation.

Education and Experience Requirements

Bachelor's Degree in Real Estate, Appraisal, Public Administration, or Accounting with 10 or more years of experience in commercial/residential valuation is required. At least five years' experience valuing complex commercial properties and six years' experience working with a mass appraisal computer-based valuation system is preferred. Any combination of education and experience that provides equivalent knowledge, skills, and abilities may be considered.

- Certification from the Wisconsin Department of Revenue as an Assessor 2 is required.
- Certification from the Wisconsin Department of Revenue as an Assessor 3 is required.
- USPAP Certification is recommended.
- Must have a valid Wisconsin motor vehicle operator's license.

Knowledge, Skills and Abilities

Advanced – Core Logic/Marshall and Swift

Advanced – Working a CAMA system updating tables and creating reports.

Intermediate Level – MS Word and PowerPoint

Advanced Level – Excel

Knowledge of software specific to Assessment departmental functions

- Ability to modify existing policies, strategies and/or methods to meet unusual conditions within the context of existing management principles. Ability to analyze and categorize data and information, in order to determine consequences and to identify and select alternatives. Ability to decide the time, place and sequence of operations within an organizational framework, as well as the ability to oversee their execution.
- Ability to provide formal instruction in a classroom or other structured setting.
- Thorough working knowledge of Market Approach, Cost Approach, and Income Approach to value.
- Thorough working knowledge of statutes governing property assessment and Wisconsin property tax law.
- Ability to utilize a variety of advisory data and information such as financial statements, budget, personnel records and forms, billing statements, blueprints and building plans, real estate deeds, mortgages and transfer documents, real estate sales studies, real estate listings, leases, professional journals, assessment reports, payment vouchers, purchase orders, expense reports, technical operating manuals, State statutes, City ordinances, procedures, guidelines and non-routine correspondence.
- Ability to communicate orally and in writing with taxpayers, property owners, mayor, city council, city department heads, attorneys, appraisers, realtors, county treasurer, county register of deeds, department of revenue and taxpayer groups.
- Identify and analyze problems, evaluate alternative solutions and make sound judgments, especially in stressful situations.
- Ability to approach others in a tactful manner; react well under pressure; treat others with respect and

consideration regardless of their status or position; accepts responsibility for own actions; follows through on commitments.

- ~~Ability to work~~ Through knowledge in static mathematical concepts such as probability and statistical inference, fundamentals of plane and solid geometry and trigonometry. Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships.
- Ability to use functional reasoning in performing influence functions such as supervising, managing, leading, teaching, directing and controlling.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against measurable criteria.
- Ability to operate equipment and machinery requiring simple but continuous adjustments, such as computer keyboard/terminal, calculator, camera, fax machine, telephone, measuring instruments, drafting instruments and photocopier.
- Ability to coordinate eyes, hands, feet and limbs in performing coordinated movements such as tightening, inserting and mixing.
- Ability to recognize and identify individual characteristics of forms associated with job-related objects, materials and tasks.
- Ability to perform basic functions of all MS Office suite products.

Physical and Working Environment

Moderate exposure to environmental conditions that impact physical comfort such as poor ventilation and temperature extremes. May require specialized clothing or use of common personal protective equipment. Damage to clothing possible. Frequent travel.

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

Acknowledgement

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

Signature of Department Director: _____ Date: _____

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

Printed Name: _____ Signature: _____ Date: _____

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



JOB DESCRIPTION

Deputy City Assessor

Job Title:	Deputy City Assessor	Reports To:	City Assessor
Department:	Assessment	FLSA Status:	Exempt
Division:	Assessment	EEO Code:	1-Officials & Administrators
Salary Grade:	15	Occupational Code:	
Employee Group:	General Employee	Training Category:	
Created:	September 2020	Last Revision:	May 2025

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

Purpose of the Position

The purpose of this position is to assist the City Assessor in development, implementation, and administration of fair and equitable assessments of real and personal property not exempt by statute, for assessments in the City of Wausau.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Serves as market valuation analyst for computer assisted mass appraisal system.
2. ~~Assists in assigning duties for appraisal staff and prioritizes staff work assignments.~~ Assists City Assessor in supervising, planning, and coordinating assessment staff. Assist in planning duties to delegate to appraisers in areas of assessment, application, and strategy of current law. Implement changes in scheduling, field work, develop reference manual and policies, organization skills, problem solving, recommending, and setting up staff meetings.
3. Designs and generates sales ratios, land studies and reports to verify costs, market value and income value. Prepares valuation sheets and tables for depreciation.
4. Assumes City Assessor duties in his/her absence. Enforces laws and policies regarding assessment issues.
5. Provides assistance to the City Assessor in developing and completing Annual Assessment Rolls and State- required final reports. Enters necessary changes on the property blotters and supervises data input into CAMA computer system by appraisal staff.
6. Liaison to the (CCITC) City-County IT Commission for software integration and functionality.
7. Research Wisconsin case law as it applies to assessments and the effect to the City of Wausau.
8. Reviews the work and trains appraisal staff Train appraisers to department policy, procedures and guidelines as outlined by the Wisconsin Property Assessment Manual and Wisconsin statutes case law.
9. Develops market value appraisals of all types of real estate using field, market, Cost manuals and Income and Expense information.

10. Performs complete physical inspections of new, existing, and remodeled property and structures. Collects information on condition, quality, age, and size to determine market value and property classification.
11. Responsible for public relations involving the explanation of property and real estate assessments and assessment procedures, requirements, rules, and guidelines. Where conflicting interpretations may exist, this position has the authority to make changes directly affecting the tax base of the city. When conflicting interpretations cannot be negotiated, this position is required to defend decisions in a quasi-judicial court.
12. Conducts open book conferences with the public to explain valuation methods and listen to public concerns regarding property valuation. Presents and defends valuations at the Board of Review proceedings before the DOR 70.85 hearing and in Circuit Court.
13. Develops residential land values for new City sub-divisions, un-platted and annexed land.
14. Testifies and assists the Assessor with defending and supporting assessed values at Board of Review sessions.
15. Maintains knowledge of current local and State requirements regarding assessment/appraisal, market characteristics and trends, and Department and City policies and procedures.
16. Assist City Assessor with interviewing candidates, analyzing results from interviews, organization, and discussion with City Assessor on choosing candidate, offer education and training methods with ongoing training to all assessment staff. As training supervisor do reviews of assessment staff to see where more training is needed.

Additional Duties and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Verifies property owners' name, address and property value annually.
- Assist City Assessor in the implementation of new or changed assessment law passed by State legislation.
- Attends quarterly education meetings and other continuing education seminars as required.
- Attends required Wisconsin Department of Revenue assessor school and other continuing education courses.

Education and Experience Requirements

Bachelor's degree in real estate, property appraisal or related field with four to six years of work experience is required or equivalent education and experience providing the requisite equivalent knowledge, skills and abilities of the position. Wisconsin Assessor 2 and Assessor 3 Certifications are required, along with a minimum of three years' experience in commercial valuation and five years' experience in assessment or appraisal field are preferred. Completion of IAAO Course 101 Fundamentals of Real Property Appraisal and Course 300 Mass Appraisal Modeling also preferred.

- Certification from the Wisconsin Department of Revenue as an Assessor 2 is required.
- Ability to achieve Assessor 3 certification from Wisconsin Department of Revenue within three (3) months of hire is required.
- USPAP Certification is recommended.
- A valid Wisconsin motor vehicle operator's license and access to reliable transportation required.

Knowledge, Skills and Abilities

MS-Word and Power Point – Intermediate

MS-Excel – Advanced

Adobe Acrobat – Advanced

Core Logic/Marshal and Swift – Advanced

CAMA system – Advanced

The employee must be able to utilize other software specific to position and department functions

- Ability to provide formal instruction in a classroom or other structured setting.
- Knowledge of local, social, and economic factors affecting real estate property values.
- **Knowledge of Assessor's office budget and processes.**
- Ability to effectively communicate with, and/or train others. Ability to advise and interpret how to apply policies, procedures and standards to specific situations. Ability to make independent decisions in accordance with established policies and procedures.
- Ability to read and interpret blueprints and legal descriptions. Ability to utilize computerized commercial valuation systems.
- Ability to utilize a variety of advisory data and information such as financial statements, maps, real estate deeds and transfer records, mortgages, building permits, trade journals, blueprints, City ordinances, appraisals, assessor's reports, tax and assessment rolls, a variety of statistical and narrative real estate related reports, State statutes, property cost manuals, procedures, guidelines, Wisconsin Assessment Manuals and non-routine correspondence. Knowledge of the law as it pertains to the assessment of real property.
- Ability to establish and maintain effective working relationships with staff and the public. Ability to communicate orally and in writing with property owners, appraisal and clerical staff, engineers, building inspectors, attorneys, State agency personnel, title company personnel, Realtors, County Treasurer, property description personnel, County Register of Deeds, and data processing personnel.
- Knowledge of mathematical and statistical tools used in real property appraisal. Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships. Ability to interpret basic descriptive statistical reports.
- Knowledge of the principals and practices of real estate appraisal. Ability to use functional reasoning and apply rational judgment in performing diversified work activities.
- Ability to work independently and to exercise judgement, decisiveness and creativity required in situations involving the evaluation of information against measurable criteria in a timely manner, including the ability to meet deadlines.
- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, forms and textures associated with job-related objects, materials and tasks.

Physical and Working Environment

Limited exposure to disagreeable elements such as dirt, temperature fluctuations, and/or limited exposure to weather conditions. Limited travel within the city limits.

Normal mental and visual attention to detail is required. Light physical demands to include bending, twisting, turning, and light lifting, walking on unlevel or hazardous surfaces, walking up and down stairs. Limited exposure to workplace hazards.

Acknowledgement

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

Signature of Department Director: _____ Date: _____

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

Printed Name: _____ Signature: _____ Date: _____

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JOB DESCRIPTION

Property Appraiser II

Job Title:	Property Appraiser II	Reports To:	City Assessor
Department:	Assessment	FLSA Status:	Non-Exempt
Division:	Assessment	EEO Code:	1-Officials & Administrators
Salary Grade:		Occupational Code:	0213
Employee Group:	General Employee	Training Category:	D-Staff
Created:		Last Revision:	May 2025

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

Purpose of the Position

The purpose of this position is to ~~inspect~~ **discover, list and value real property** properties in a multi-jurisdictional environment **by considering property attributes and factors that affect such as market value assessments, based on state law and professionally accepted appraisal practices in accordance with the Department of Revenue.** ~~location of property and building or replacement costs to determine properties assessed values.~~

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Conducts real estate **interior** and field **property** inspections to gather **and record** information ~~regarding related to the building construction, quality of materials used, property condition, size, type, quantity quality, methods, and other physical property characteristics.~~ **materials used in building construction.**
2. Conducts ~~field and office~~ **real estate** appraisals of complex residential properties, condominiums, **vacant land, agriculture,** apartment complexes and light commercial properties; ~~gathers and records data, reappraise as required.~~
3. Responsible for **monthly** mobile home valuations and ~~the~~ monthly **valuation** reporting to Park owners, mobile homeowners, **Finance** and **the** City Clerk.
4. Develops market value appraisals ~~of real estate~~ using **the mass appraisal process.** **Conducts sales and dispersion studies, comparison sales studies for individual appraisals.** ~~field, market, land computations, and other information. Researches and verifies new sales and prepares neighborhood comparison sheets.~~
5. **Research and validate real estate sale transactions for Arm's Length compliance and economic sales studies. Report sale findings and property characteristics to the Department of Revenue for market comparable analysis and ratio studies aiding in the equalization process.**
6. ~~Provides assistance to the City Assessor in developing and completing annual assessment rolls, and State required final reports.~~

7. Responsible to communicate to ~~taxpayers the public~~ involving the explanation of ~~complex assessment laws, regulations and procedures under which assessments are determined.~~ ~~property valuation of real estate assessments and assessment procedures, requirements, rules, and regulations.~~
8. Analyzes, collects and verifies assessment information from appraisals, rents, income and expenses, sales permits, market trends, interest rates and allowances for economic and functional obsolescence.
9. Analyzes and maintains a variety of data such as zoning, home sale prices, income, lease information, and building costs to determine appraised values.
10. Conducts open book conferences with the public, explain valuation methods and listen to their concerns regarding property valuation. Present and completely defend valuations at the Board of Review ~~hearings and/or~~ proceedings before the DOR \$70.85 ~~appeal hearings~~ and in ~~circuit~~ court.
11. Reviews and verifies property changes from building permit specifications. Re-values changed properties.
12. Conducts statistical and special studies by comparing neighborhood ~~land and sales studies~~ values for uniformity.
13. Assist ~~Deputy Assessor~~ with the development of residential land values for new City sub-divisions, unplatted and annexed lands.
14. Reads and analyzes legal descriptions, ~~CSM~~ and plat maps ~~and blueprints~~ to determine assessed values ~~and prepares, produces computerized sketches.~~
15. Prepares various property and real estate records. ~~Enters~~ ~~Data entry of~~ field work changes ~~by updating property record card~~ and ~~CAMA~~ ~~updated~~ information into computer and software systems. Use of all available technology to efficiently complete assignments.
- ~~16. Analyze building blue prints and prepares, produces computerized sketches.~~
- ~~17. Receives and investigates complaints about property assessments; updates and corrects file information. Prepares residential appeals cases, testifies as to value at the Board of Review and/or court appeals and 70.85 hearings and assists with commercial assessment as needed.~~
- ~~18. Testifies and assists the Assessor with defending and supporting assessed values at Board of Review sessions. May present facts and valuation methods used to derive protested assessed values; locates and prepares maps, assessments, and other records to defend assessment values.~~
- ~~19. Maintains knowledge of current local and State requirements regarding assessment/appraisal, market characteristics and trends, and Department and City policies and procedures.~~
- ~~20. Cooperative and productive member of the assessment and City team and a goodwill ambassador of the City.~~

Additional Duties and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Verifies property owners' name, address and property value annually.
- Maintains, analyzes and updates real estate advertising files.
- Attends WAAO quarterly education meetings and other continuing education seminars as required.
- Attends required Wisconsin Department of Revenue assessor school and other continuing education

courses.

Education and Experience Requirements

Bachelor degree in real estate, property appraisal or related field with ~~two to four~~ **three to five** years of work experience **in the assessment profession or fee appraisal valuing real estate**. Providing the requisite equivalent knowledge, skills and abilities of the position. ~~Certifications as an Assessor 1 or Assessor 2 by the Department of Revenue or training as Real Estate Salesperson, Broker or as a Licensed Appraiser is favorable. Any combination of education and experience that provides equivalent knowledge, skills, and abilities may be considered.~~

- Ability to achieve ~~Assessor 1~~ **Assessor 2** certification from the Wisconsin Department of Revenue within ~~three~~ **six (6) (3)** months of hire.
- Prefer the completion of IAAO course 101, Fundamentals of Real property Appraisal.
- USPAP Certification is recommended.
- A valid Wisconsin motor vehicle operator's license **and good driving record**.
- **Required to provide a personal vehicle for use on the job.** ~~access to reliable transportation required.~~

Knowledge, Skills and Abilities

MS-Word – ~~Basic~~ – **Intermediate**

MS-Excel – Intermediate

The employee must be **proficient with** ~~able to utilize~~ other software specific to position and department functions. **Software experience in Department of Revenue PAD system, Arc GIS, Evolve, Ascent Land Records, Land Link, Patriot Assess Pro.**

- Ability to analyze and categorize data and information to determine the relationship of the data with reference to **professional accepted appraisal practices and established criteria/standards**. Ability to compare, count, differentiate, measure and/or sort data, as well as assemble, copy and record and transcribe data and information. Ability to classify, compute and tabulate data.
- Ability to communicate effectively with, and/or train others. Ability to advise and interpret how to apply **assessment law**, policies, procedures, and assessment **appraisal practices standards** to specific situations. Ability to make independent decisions in accordance with **professionally accepted appraisal practices, Department of Revenue established policies and case law. procedures.**
- Ability to read and interpret **building blueprints, metes and bounds and CSM and** legal descriptions.
- **Aid staff with preparing appraisal defense documentation for the tax payer and board of review.**
- Ability to utilize a variety of advisory data and information such as **case law**, financial statements, **CSM and GIS** maps, real estate deeds and transfer records, mortgages, building permits, trade journals, blueprints, City ordinances, **bank** appraisals, assessor's **software** reports, tax **rates** and assessment rolls, a variety of statistical **data** and narrative real estate related reports, State statutes, property cost manuals, ~~procedures, guidelines,~~ Wisconsin Assessment Manuals and non-routine correspondence.
- Ability to establish and maintain effective working relationships with **city** staff and the **general** public.
- Ability to communicate orally and in writing with property owners, appraisal and clerical staff, engineers, building inspectors, attorneys, State agency personnel, title company ~~personnel~~, Realtors, County Treasurer, **property lister**, property description personnel, County Register of Deeds. ~~and data processing personnel.~~
- Knowledgeable of **in algebra mathematics mathematical and statistics to verify** statistical tools used in real property appraisal. Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and

spatial relationships. Ability to interpret ~~basic~~ descriptive statistical reports.

- Knowledgeable of the principles and practices of real estate appraisal. Ability to use functional reasoning and apply rational judgment in performing diversified work activities **to generate fair and equitable valuations.**
- Ability to work independently, exercise judgement and effectively utilize authority, decisiveness, and creativity required in situations involving the evaluation of information **gathered** against measurable criteria in a timely manner, including the ability to meet deadlines.
- Ability to operate equipment and machinery requiring simple but continuous adjustments, such as **reading a tape measure**, computer keyboard/terminal, calculator, camera, drafting **instruments**, **copier**, and telephone.
- Ability to recognize and identify degrees of similarities or differences between **property** characteristics **and attributes by** of colors, forms and textures associated with job-related **activities** ~~objects~~, **and housing materials used.** ~~and tasks.~~
- **Ability to handle reasonably necessary stress and to get along with others.**

Physical and Working Environment

Limited exposure to disagreeable elements such as dirt, temperature fluctuations, and/or limited exposure to weather conditions. Limited travel within the city limits.

~~Normal~~ **Advanced** mental and visual attention to detail is required. Light physical demands to include bending, twisting, turning, and light lifting, walking on unlevel or hazardous surfaces, walking up and down stairs. Limited exposure to workplace hazards.

Acknowledgement

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

Signature of Department Director: _____ Date: _____

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

Printed Name: _____ Signature: _____ Date: _____

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JOB DESCRIPTION

Property Appraiser I

Job Title:	Property Appraiser	Reports To:	City Assessor
Department:	Assessment	FLSA Status:	Non-Exempt
Division:	Assessment	EEO Code:	1-Officials & Administrators
Salary Grade:		Occupational Code:	0213
Employee Group:	General Employee	Training Category:	D-Staff
Created:		Last Revision:	May 2025

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

Purpose of the Position

Under the direction of the Deputy Assessor, the Property Appraiser I is a beginning appraiser position that ~~inspect~~ discovers, lists and value real property ~~properties~~ in a multi-jurisdictional environment by considering ~~property attributes~~ and factors that affect ~~such as~~ market value ~~assessments~~, based on state law and professionally accepted appraisal practices in accordance with the Department of Revenue. ~~location of property and building or replacement costs to determine properties assessed values.~~

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Conducts real estate ~~interior~~ and field ~~property~~ inspections to gather ~~and record~~ information ~~regarding related to the building construction quality of materials used, property condition, size, type, quantity quality, methods, and other physical property characteristics.~~ materials used in building construction.
2. Conducts ~~field and office~~ real estate appraisals of ~~complex~~ residential properties, condominiums, ~~vacant land~~ apartment complexes and light commercial properties; gathers and records data, reappraise as required
3. ~~Responsible for mobile home valuations and the monthly reporting to Park owners, mobile homeowners and City Clerk.~~
4. Develops market value appraisals of real estate using ~~the mass appraisal process.~~ Conducts sales and dispersion studies, comparison sales studies for individual appraisals. ~~field, market, land computations, and other information. Researches and verifies new sales and prepares neighborhood comparison sheets.~~
5. Research and validate real estate sale transactions for Arm's Length compliance and economic sales studies. Report sale findings and property characteristics to the Department of Revenue for market comparable analysis and ratio studies aiding in the equalization process.

- ~~6. Provides assistance to the Assessor in developing and completing annual assessment rolls, and State-required final reports.~~
7. Responsible to communicate to ~~taxpayers the public~~ involving the explanation of ~~complex assessment laws, regulations and procedures under which assessments are determined.~~ ~~property valuation of real estate assessments and assessment procedures, requirements, rules, and regulations.~~
8. Analyzes, collects and verifies assessment information from appraisals, rents, income and expenses, sales permits, market trends, interest rates and allowances for economic and functional obsolescence.
9. Analyzes and maintains a variety of data such as zoning, home sale prices, income, lease information, and building costs to determine appraised values.
10. Conducts open book conferences with the public, explain valuation methods and listen to their concerns regarding property valuation. Present and completely defend valuations at the Board of Review ~~hearings.~~ ~~and/or proceedings before the DOR 570.85 appeal hearings and in circuit court.~~
11. Reviews and verifies property changes from building permit specifications. Re-values changed properties.
12. ~~Conduct~~ ~~Aid Property Appraiser II in~~ statistical and special studies by comparing neighborhood ~~land and sales studies~~ values for uniformity.
13. ~~Assist with the development of residential land values for new City sub-divisions, un-platted and annexed land.~~
14. Reads and analyzes legal descriptions, CSM and plat maps ~~and blueprints~~ to determine assessed values ~~and prepares, produces computerized sketches.~~
15. Prepares various property and real estate records. ~~Enters~~ ~~Data entry of~~ field work changes ~~by updating property record card~~ and ~~CAMA updated information into computer and software systems.~~ Use of all available technology to efficiently complete assignments.
- ~~16. Analyze building blue prints and prepares, produces computerized sketches.~~
- ~~17. Receives and investigates complaints about property assessments; updates and corrects file information. Prepares residential appeals cases, testifies as to value at the Board of Review and/or court appeals and 70.85 hearings and assists with commercial assessment as needed.~~
- ~~18. Testifies and assists the Assessor with defending and supporting assessed values at Board of Review sessions. May present facts and valuation methods used to derive protested assessed values; locates and prepares maps, assessments, and other records to defend assessment values.~~
- ~~19. Maintains knowledge of current local and State requirements regarding assessment/appraisal, market characteristics and trends, and Department and City policies and procedures.~~
20. Cooperative and productive member of the assessment and City team and a goodwill ambassador of the City.

Additional Duties and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Verifies property owners' name, address and property value annually.
- Maintains, analyzes and updates real estate advertising files.
- Attends WAAO quarterly education meetings and other continuing education seminars as required.
- Attends required Wisconsin Department of Revenue assessor school and other continuing education courses.

Education and Experience Requirements

Associate's degree in real estate, property appraisal or related field with two to four years of work experience providing the requisite equivalent knowledge, skills and abilities of the position. Certification or training as Real Estate Salesperson, Broker, Appraiser **Assessment technician** is favorable. Any combination of education and experience that provides equivalent knowledge, skills, and abilities may be considered.

- Ability to achieve Assessor I certification from the Wisconsin Department of Revenue within **three (3)** ~~six (6)~~ months of hire.
- ~~Prefer the completion of IAAO course 101, Fundamentals of Real property Appraisal.~~
- ~~USPAP Certification is recommended.~~
- A valid Wisconsin motor vehicle operator's license **and good driving record.**
- **Required to provide a personal vehicle for use on the job.** ~~access to reliable transportation required.~~

Knowledge, Skills and Abilities

MS-Word Basic

MS-Excel – Intermediate

The employee must be able to utilize other software specific to position and department functions.

- Ability to analyze and categorize data and information to determine the relationship of the data with reference to **professionally accepted appraisal practices and established criteria** /standards. Ability to compare, count, differentiate, measure and/or sort data, as well as assemble, copy ~~and~~ record ~~and~~ transcribe data and information. Ability to classify, compute and tabulate data.
- Ability to communicate effectively with, ~~and/or train~~ others. Ability to advise and interpret how to apply policies, procedures, and assessment standards to specific situations. Ability to make independent decisions in accordance with **professionally accepted appraisal practices, Department of Revenue established policies and case law.** ~~procedures..~~
- Ability to read and interpret **building** blueprints, **metes and bounds and CSM** ~~and~~ legal descriptions.

Ability to utilize a variety of advisory data and information such as **case law**, financial statements, **CSM and GIS** maps, real estate deeds and transfer records, mortgages, building permits, trade journals, blueprints, City ordinances, **bank** appraisals, assessor's ~~software~~ reports, tax **rates** and assessment rolls, a variety of statistical **data** and narrative real estate related reports, State statutes, property cost manuals, ~~procedures, guidelines,~~ Wisconsin Assessment Manuals and non-routine correspondence.

- Ability to establish and maintain effective working relationships with **city** staff and the **general** public.

Ability to communicate orally and in writing with property owners, appraisal and clerical staff, engineers, building inspectors, attorneys, State agency personnel, title company ~~personnel~~, Realtors, County Treasurer, **property lister**, property description personnel, County Register of Deeds. ~~and data processing personnel.~~

- Knowledgeable of **in algebra mathematics** ~~mathematical~~ and **statistics to verify** statistical tools used in real property appraisal. Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and

spatial relationships. Ability to interpret ~~basic~~ descriptive statistical reports.

- Knowledgeable of the principles and practices of real estate appraisal. Ability to use functional reasoning and apply rational judgment in performing diversified work activities **to generate fair and equitable valuations.**
- Ability to work independently, exercise judgement and effectively utilize authority, decisiveness, and creativity required in situations involving the evaluation of information **gathered** against measurable criteria in a timely manner, including the ability to meet deadlines.
- Ability to operate equipment and machinery requiring simple but continuous adjustments, such as **reading a tape measure**, computer keyboard/terminal, calculator, camera, drafting **instruments**, **copier**, and telephone.
- Ability to recognize and identify degrees of similarities or differences between **property** characteristics **and attributes by** of colors, forms and textures associated with job-related **activities** ~~objects~~, **and housing** materials **used.** ~~and tasks.~~
- **Ability to handle reasonably necessary stress and to get along with others.**

Physical and Working Environment

Limited exposure to disagreeable elements such as dirt, temperature fluctuations, and/or limited exposure to weather conditions. Limited travel within the city limits.

Normal mental and visual attention to detail is required. Light physical demands to include bending, twisting, turning, and light lifting, walking on unlevel or hazardous surfaces, walking up and down stairs. Limited exposure to workplace hazards.

Acknowledgement

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

Signature of Department Director: _____ Date: _____

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

Printed Name: _____ Signature: _____ Date: _____

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Assessment Property Appraiser Vacancy Cost Savings Estimate
1/23/2025 - 8/30/2025

Total Estimated Savings	45,626.66
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Estimated Salary Savings	39,714.61
Estimated Tax and Benefits Savings	5,912.05

Scott Krueger - Cost Savings from 1/23/2025 - 8/30/2025 (15 paychecks)

Employer Biweekly Costs	Monthly (x2)		x 13 paychecks missed
Biweekly Wages (80 hours)	2,496.00	4,992.00	32,448.00
Auto allowance/mileage	92.31	200.00	1,200.00
WRS	173.47	346.94	2,255.14
FICA	198.01	396.01	2,574.07
Workers Comp	4.24	8.49	55.16
Total Bi-weekly	2,964.03	5,943.44	38,532.37
Employer monthly costs	Multiply by 1 month		x 7 months missed
Monthly Employer Life	7.30	7.30	51.10
Monthly EAP	2.50	2.50	17.50
Total Monthly	9.80	9.80	68.60

**Scott's final paycheck consisted of 53.8848 hours, including vacation payout. He would have been paid for 80 hours if he had worked the full month.*

Vacant 2025 Property Appraiser Position - Assuming Scott's pay rate at pay step 12 (above midpoint); annual salary of \$39,714.61

Employer Biweekly Costs	Monthly (x2)		x 2 paychecks missed
Biweekly Wages (80 hours)	2,533.60	5,067.20	5,067.20
Auto allowance/mileage	92.31	200.00	184.62
WRS	176.09	352.17	352.17
FICA	200.88	401.76	401.76
Workers Comp	4.31	8.61	8.61
Total Bi-weekly	3,007.18	6,029.75	6,014.36
Employer monthly costs	Multiply by 1 month		x 1 months missed
Monthly Employer Life	7.30	7.30	7.30
Monthly EAP	2.50	2.50	2.50
Total Monthly	9.80	9.80	9.80

Total Savings	45,626.66
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Total Wage Savings	39,714.61
Total Tax and Benefits Savings	5,912.05

Final paycheck (2/7) - partial/missed amounts*

814.79

121.43

62.33

2.97

1,001.53

0 hours had he remained employed.

versary date would be 8/4 - Assuming a step increase effective 8/3/2025 (start of a pay period)

Assessment Property Appraiser Vacancy Cost Savings Estimate
1/23/2025 - 6/7/2025

Total Estimated Savings	27,736.58
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Estimated Salary Savings	24,109.56
Estimated Tax and Benefits Savings	3,627.02

Scott Krueger - Cost Savings from 1/23/2025 - 6/7/2025 (9 paychecks)

Employer Biweekly Costs	Monthly (x2)		x 9 paychecks missed
Biweekly Wages (80 hours)	2,496.00	4,992.00	22,464.00
Auto allowance/mileage	92.31	200.00	830.77
WRS	173.47	346.94	1,561.25
FICA	198.01	396.01	1,782.05
Workers Comp	4.24	8.49	38.19
Total Bi-weekly	2,964.03	5,943.44	26,676.26
Employer monthly costs	Multiply by 1 month		x 6 months missed
Monthly Employer Life	7.30	7.30	43.80
Monthly EAP	2.50	2.50	15.00
Total Monthly	9.80	9.80	58.80

**Scott's final paycheck consisted of 53.8848 hours, including vacation payout. He would have been paid for 8*

Vacant 2025 Property Appraiser Position - Assuming Scott's pay rate at pay step 12 (above midpoint); ann

Total Savings	27,736.58
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Total Wage Savings	24,109.56
Total Tax and Benefits Savings	3,627.02

Final paycheck (2/7) - partial/missed amounts*

814.79

121.43

62.33

2.97

1,001.53

30 hours had he remained employed.

anniversary date would be 8/4 (no step increase included)

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Second Amendment to Development Agreement with Foundry on 3rd Ph 1, LLC.

Committee Action: Approved 3-2

Fiscal Impact: None

File Number: 19-0921

Date Introduced: July 8, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Common Council approved the terms of a Development Agreement with Foundry on 3rd Ph 1, LLC (“Developer”) to construct a mixed-use building on approximately 1.352 acres in downtown Wausau in September, 2022, and the Development Agreement was executed on September 28, 2022; and

WHEREAS, your Common Council, on October 10, 2023 approved a First Amendment to Development Agreement with Developer; and

WHEREAS, Developer notified the City requesting the Project Completion Deadline be extended from November 1, 2025 to December 31, 2025 due to an unforeseen supply chain issue; and

WHEREAS, your Economic Development Committee, at their July 1, 2025 meeting, discussed and recommended approving the Second Amendment to the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the Second Amendment to Development Agreement with Foundry on 3rd Ph 1, LLC and directs the proper city officials to execute said Amendment.

Approved:

Doug Diny, Mayor

Minutes

Economic Development Committee Meeting

Date / Time: Tuesday, July 1, 2025, at 5:30 P.M. | *Meeting called to order by* Lukens at 5:30 P.M.

In Attendance

Members Present: Carol Lukens, Chad Henke, Gary Gisselman, Terry Kilian, Victoria Tierney

Staff Present: Randy Fifrick, Andy Lynch, Shannon Graff, Atty. Jacobson

Others Present: Nick Patterson – T-Wall

Agenda Item 4 – Discussion and possible action on approval of the 2nd amendment to the Development Agreement with Foundry on 3rd Ph 1, LLC (Lynch)

T Wall requested an 8.5-week extension, moving the completion date from **November 1** to **December 31**. Lynch emphasized this shift allows flexibility while still enabling tax assessment within the next valuation cycle.

Concerns were raised about potential precedence and accountability but also acknowledged the construction progress so far and the external constraints. Kilian noted she will support this extension but any further extensions she will not support.

Tiery expressed concern that it would be completed by December 31 noting a lot of work remaining and only six months to accomplish it.

Gisselman stated he has consistently voted against this project and will continue to do so by not supporting the extension.

*Henke motioned to approve, seconded by Kilian. **Motion Carried 3-2 with Gisselman and Tiery dissenting***



MEMO

TO: Economic Development Committee

FROM: Andrew Lynch, Economic Development Manager

DATE: June 25, 2025

RE: Foundry on 3rd Ph 1, LLC Development Agreement Amendment

The Foundry on 3rd building broke ground in May of 2024 and has seen steady progress towards the expected completion in November of 2025. Some elements, such as the exterior façade, have taken longer than expected due to cold days in the spring. The developer, T Wall Enterprises, has also encountered some supply chain and tariff related issues that have caused delays in both interior and exterior finishes and is requesting an amendment to the development agreement regarding the completion date. Contractors have been working overtime, but these delays put the November 1, 2025 completion deadline in jeopardy.

Attached is the current development agreement with amendments and the letter from Nick Patterson of T Wall Development requesting the change in completion date.

Staff does recognize the statements made by Council members in 2024 about no further amendments to this development agreement. However, previous amendments changed the start date, while this request would extend the completion date for a building well underway. Staff believes the project is on track, considers the request reasonable, and recommends approving the second amendment to extend the Foundry on 3rd building's completion date to December 31, 2025. From a valuation perspective, being completed by December 31 is the important date for tax revenue standpoint.

If you have any questions prior to the meeting, please feel free to contact me at 715-261-6686 or email me at andrew.lynch@wausauwi.gov

Thank you.



June 9, 2025

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

RE: Request for Amendment to Development Agreement – Extension of Completion Date

Dear Mayor and Council:

I hope this letter finds you well. On behalf of Foundry on 3rd Ph 1, LLC, I'm writing to request a minor amendment to our existing development agreement with the City of Wausau. Specifically, the request is to extend the project completion date from **November 1, 2025** to **December 31, 2025**.

We remain fully committed to delivering a successful and high-quality development, and construction is progressing well. However, we've recently encountered an unforeseen supply chain issue that is beyond our control. A key shipment of countertops and exterior masonry were delayed, some of which were stuck at port, and while our team has worked closely with the supplier to secure the release, this delay has impacted other trades from completing their work which will delay completion of the development.

Specifically, countertops were delayed for one month and masonry materials were delayed for two months in production. Countertops were stuck in port at customs due to a back-and-forth tariff war surrounding import fees. Masonry materials were produced in Wisconsin but production had a backlog. All countertops are now on-site but we continue to wait for masonry materials to be delivered and installed. All interior finish trades were delayed in finishing the resident units by 1-2 weeks due to the domino effect of the countertops being delayed.

We want to emphasize that this delay is strictly a supplier-side production and shipping issue that is outside the control of the general contractor, subcontractors, and the developer. We remain fully mobilized and continue moving forward with all other construction efforts.

We greatly appreciate the City's partnership and continued support throughout this process. This extension will provide the necessary time to complete the project properly without compromising quality and safety. We are confident the final result will reflect the high standards both the City and our team expect.

If any staff members or city officials would like to tour the development and see construction progress firsthand, I would welcome the opportunity to give you a hard-hat tour. Our team has given tours to several local schools and businesses in the area, and they have been a great success.



Please let us know if any additional action is needed on our part to facilitate this amendment. We're happy to provide any further information and look forward to continuing our collaborative efforts.

Sincerely,

Foundry on 3rd Ph 1, LLC
Nick Patterson
Development Project Manager

DEVELOPMENT AGREEMENT
(Foundry on 3rd Ph 1)

THIS DEVELOPMENT AGREEMENT (Foundry on 3rd Development) (this “Agreement”) is made as of September 28, 2022 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”) and FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the Developer is interested in developing certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.352 acres and being depicted and identified as “Lot 4” on Exhibit A attached hereto (the “Property”); and

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

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

WHEREAS, Developer has proposed a development, as hereinafter described, within the TID (as the TID boundary may be amended) and located on the Property; and

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

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

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

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

a. “Agreement” is defined in the introductory paragraph to this Agreement.

b. “Annual Tax Increment” means, for any given year, the annual gross tax increment revenues (over the base year tax liability) paid and actually received by the City which is generated by property tax payments on the Property for any such year plus amounts received by the City for any required PILOT Payment hereunder attributable to such year. In the event of a negative number, the Annual Tax Increment for such year will be deemed to be Zero Dollars (\$0.00). The base year for such tax increment revenues calculation shall

be the property taxes owed for calendar year 2023 based on the assessed value of the Property on January 1, 2023. The Annual Tax Increment for the calendar year prior to the termination of the TID shall be such property tax payments and PILOT Payment actually received by the City as of ten (10) business days prior to the TID expiration date, regardless of whether Developer may pay installments of taxes or the PILOT Payment after such date.

c. "Building" means a mixed-use building (residential and commercial) to be constructed on the Property in accordance with the Plans and generally depicted on the site plan attached hereto on Exhibit B.

d. "City" is defined in the introductory paragraph of this Agreement.

e. "Default" is defined in Section 6 below.

f. "Developer" is defined in the introductory paragraph to this Agreement.

g. "Effective Date" is defined in the introductory paragraph of this Agreement.

h. "Development Costs" as used herein, shall include, without limitation, costs for the construction of the Building and other improvements for the Project, including hard and soft construction costs, as well as professional fees, architectural fees, construction loan interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, parking facilities, and the clearing, grading and other construction or other costs of the Project; provided, however, that only Project costs permitted pursuant to Wis. Stat. § 66.1105 shall be counted as Development Costs

i. "Memorandum" means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit C is acceptable to both parties.

j. "Minimum Assessed Value" means at least Twenty-Four Million and 00/100 Dollars (\$24,000,000.00).

k. "Minimum Development Cost" means at least Forty Million Dollars (\$40,000,000.00). Developer represents that it currently estimates that it will expend as Development Costs for the Project an amount closer to Forty-Eight Million Dollars (\$48,000,000.00), but the parties agree that the Minimum Development Cost amount used herein shall be the amount set forth in the immediately prior sentence above.

l. "Plans" means final detailed plans and specifications for the Project in form and substance reasonably acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property (including the Building), the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. The Plans shall also include a detailed landscaping plan and a detailed landscape maintenance plan. Unless otherwise agreed in writing by the City, the Plans will be substantially in conformity with the site plan attached hereto.

- m. "Project" means the construction of the Building and the additional redevelopment of the Property for the operation of the Building, and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances and in order to develop and operate the Property in substantial conformity with the Plans and the Proposal.
- n. "Project Commencement" means the occurrence of all of the following (i) the Property shall be made a legally-separate parcel of real estate, (ii) ownership of the Property shall have been transferred to Developer as evidenced by a recorded deed in the land records; (iii) the Memorandum shall have been recorded pursuant to the requirements herein; (iv) all building permits and other permits for the commencement of construction of the Project shall have been obtained; and (v) mobilization and commencement of construction of the Project at the Property shall have occurred (as reasonably determined by the City).
- o. "Project Commencement Deadline" means September 1, 2023.
- p. "Project Completion" means a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable.
- q. "Project Completion Deadline" means December 31, 2024.
- r. "Project Cost Breakdown" means a current cost breakdown of the Development Costs, (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project.
- s. "Property" is defined in the Recitals above. The parties agree that the legal description of the Property will be further refined after the Property has been made a legally-separate parcel of real estate.
- t. "Proposal" is Developer's general development plan for the Property, which plan received preliminary approval by the City's Plan Commission on June 21, 2022, as may be amended from time to time with the approval of the City. In the event of a conflict between the Proposal and this Agreement, this Agreement shall control.
- u. "Tax Increment Bond" is defined in Section 3 below.
- v. "Tax Increment Grant" means a grant to Developer based on a percentage of the Annual Tax Increment in an amount of up to a cumulative maximum principal amount of Six Million and 00/100 Dollars (\$6,000,000.00), as set forth in greater detail in Section 3 below. As set forth in Section 3 below, interest shall accrue on the unpaid amount of such principal; provided, however, that in no event shall the cumulative grant payments (including both principal and interest) exceed Ten Million, Eight Hundred Thousand and 00/100 Dollars (\$10,800,000.00).
- w. "TID" is defined in the Recitals above.
- x. "TID Plan" is defined in the Recitals above.

y. “TIF Loan” means a loan for the Project from a third-party lender which Developer may obtain which includes as collateral Developer's right to receive payments under the Tax Increment Bond.

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

a. *Project*. Prior to the Project Commencement Deadline, Developer shall provide the Plans to the City for approval, which approval shall not be unreasonably conditioned, withheld or delayed. Any material revisions to the Plans shall be subject to the City's review and approval. Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project pursuant to the terms and conditions set forth herein. Except as provided for herein, Developer shall pay all costs and expenses associated with construction and installation of the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the City-approved Plans for the Project. Project Commencement shall occur not later than the Project Commencement Deadline, and Developer will continue construction of the Project diligently and shall achieve Project Completion no later than the Project Completion Deadline. If construction of any portion of the Project shall cease, for any reason, for sixty (60) consecutive days, Developer shall promptly provide written notice to the City that includes the reason for such delay and a reasonable estimate of the ultimate length of the delay.

b. *Development Spend*. Prior to the Project Commencement Deadline, Developer shall provide the Project Cost Breakdown to the City for approval, which approval shall not be unreasonably conditioned, withheld or delayed. The Project Cost Breakdown shall be certified by the Developer as accurate and complete. Any material revisions to the Project Cost Breakdown shall be subject to the City's review and approval. Developer shall, no later than ninety (90) days following the Project Completion Deadline, (i) spend at least the Minimum Development Cost in Development Costs which are consistent with the City-approved Project Cost Breakdown, and (ii) provide the City with reasonable supporting documentation evidencing such expenditures. Developer shall cooperate with reasonable requests by the City for follow-up information and documentation. Without limitation, the following shall not be included when calculating whether such development spend requirement has been met: (A) development costs which are inconsistent with the reviewed Project Cost Breakdown (as may be amended and approved as set forth herein), (B) Development Costs which are inconsistent with Wis. Stat. § 66.1105, and (C) Development Costs relating to or in connection with the purchase of the Property. Notwithstanding anything to the contrary herein, the City agrees to use commercially reasonable efforts to treat the Project Cost Breakdown and Development Costs information/documentation (collectively, the "Financial Information") in a confidential manner (subject to the requirements of Wisconsin public/open record laws). The City understands that Developer considers the Financial Information to be confidential trade secrets of Developer. Developer expressly represents that it believes the Financial Information are trade secrets as provided in Wis. Stat. § 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law (collectively the "Public Records Exception"). In the event that the Public Records Exception is challenged, Developer agrees to indemnify, hold harmless, and defend the City with respect to the Public Records Exception, including all reasonable attorney's fees and costs.

c. *Compliance with Zoning and Building Code.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees that the Project will be constructed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances and all building codes and ordinances of the City, including those relating to parking.

d. Minimum Assessed Value; Payment-in-Lieu of Taxes.

i. Developer guarantees that, commencing in tax year 2025 and continuing through the full calendar year of the last year of the TID, the Project will result in an equalized value for the Property of not less than the Minimum Assessed Value, as determined by the City assessor (or other appropriate agency pursuant to applicable law) in his/her sole and absolute discretion. In the event that the equalized value for the Property in any such year is less than the Minimum Assessed Value or in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the life of the TID, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (A) the amount of taxes which would have been levied on the Property for said year by the City and other taxing jurisdictions if the Property had an equalized value for real estate tax purposes equal to the Minimum Assessed Value and the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Developer may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Developer to pay the PILOT Payment shall: (1) be referenced in the Memorandum; (2) be a lien on the Property and run with the land; and (3) bind all owners in title to the Property and their successors and/or assigns.

ii. Developer understands and agrees that the Minimum Assessed Value requirement above shall not in any way bind the City assessor (or other applicable agency) in his/her assessment and appraisal of the Property and that the City assessor will arrive at an equalized value of the Property based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. The City makes no representation that if the Minimum Development Cost is spent that the Minimum Assessed Value will be met.

e. *Parking Lot Skyway.* Developer currently contemplates that the Project will include a connection to a City parking lot to the south via a pedestrian skyway above the public right of way abutting the Property the south. Developer and the City agree to cooperate in good faith regarding the design and further agreements/documentation related thereto. Such agreements may include, without limitation, a license/easement agreement to allow

for the placement of the skyway above the right of way and the specifics of the connection to the parking lot (which agreement may require, among other provisions, that Developer maintain the skyway at its sole cost in compliance with all applicable laws, that Developer carry liability, casualty, and other insurance relating to the skyway, that Developer indemnify the City for any damage to the parking lot, and other matters that the parties deem appropriate), as well as parking agreement(s) relating to the use of the parking lot by residents at the Project. Such agreements will run with the land and bind future owners of the Property. Notwithstanding the foregoing, any such agreements shall be subject to approval by the City Council.

3. Tax Increment Grant.

a. Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant pursuant to the Tax Increment Bond (defined below). The Tax Increment Grant shall be made in annual installments of principal and accrued interest (described below) on or before August 15 of each year, commencing the first (1st) calendar year following Project Completion; provided, however, that the first payment shall not be due prior to the issuance of the Tax Increment Bond, and the final payment, if made in the final year of the TID, shall be made no later than one business day prior to the TID expiration date. The annual amount will be based on Eighty Percent (80%) of the Annual Tax Increment generated from the payment of the prior year's tax bill(s), up to the cumulative maximum amount of the grant as set forth herein; provided, however, that the amount of the Tax Increment Grant in each year is further limited to the amount of the Annual Tax Increment actually appropriated for use as the Tax Increment Grant by the City Council for such year. By way of example, if Project Completion is accomplished in calendar year 2024, then the first installment of the grant will be paid on or before August 15, 2025 based on the 2024 property tax bill payment(s). As noted above, the first annual payment of the Tax Increment Grant shall be made in the first (1st) calendar year following Project Completion, which Developer understands may be based on a partial valuation of the Project as tax bills are based on January 1 assessments.

b. Payments on the Tax Increment Grant shall first be applied to accrued interest and then principal. Interest on the principal amount of the grant shall commence on the date that Project Completion is achieved, as determined by the City in its reasonable judgment (which date shall be memorialized in writing by the parties). Accrued interest of the then-remaining principal amount of the grant shall be calculated annually on January 1 of each year on a non-compounding basis. The interest rate shall be fixed for the life of the payments at a rate equal to the lower of the following: (i) Five and Fifty Hundredths percent (5.50%) or (ii) Developer's actual financing rate for its TIF Loan, as evidenced by documentation provided by Developer which is reasonably acceptable to the City (such documentation being considered "Financial Information" herein).

c. In the event that Developer fails to meet all conditions precedent for an installment of the Tax Increment Grant for a given year, such installment shall be forfeited for such year. The City makes no representation or covenant, express or implied, that any non-zero Annual Tax Increment amount will be generated and/or appropriated in any given year or that, in the aggregate, all such installments will be sufficient to total the Tax Increment Grant set forth herein. Any Annual Tax Increment which is not appropriated and allocated toward the Tax Increment Grant may be used by the City for any legally permitted purpose,

in its sole discretion. In no event shall any installments of the Tax Increment Grant be made after the termination of the TID and any remaining principal or interest amount shall be forfeited as of such termination.

d. Developer understands that the total number of installments of the grant depend on the year Project Completion is achieved, and that any projected number of installments may not be possible based on the statutorily-mandated closure date of the TID, which is currently scheduled to occur on July 18, 2044. Accordingly, based on the current expiration of the TID, no more than twenty-one (21) installments of the grant will be made if Project Completion occurs in 2024 and the first installment is made in 2025. The City reserves the right to accelerate/prepay payments of the Tax Increment Grant (in whole or in part, from time to time, and without penalty) in its sole and absolute discretion (but in no event shall the City be obligated to do so), and Developer understands that this will result in a lower amount of interest accrual.

e. After Project Completion is achieved, the City shall, at the City's cost and expense, issue Developer a taxable tax increment revenue bond (the "Tax Increment Bond") evidencing the City's obligation to pay Tax Increment Grant. The Tax Increment Bond shall be payable solely from Annual Tax Increment and shall be subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing sentence, (i) payments on the Tax Increment Bond are limited to the cumulative maximum amounts as set forth herein (both the maximum principal amount and the maximum total payments with interest), (ii) each payment on the Tax Increment Bond shall be subject to and conditioned upon future annual appropriation of Annual Tax Increment by the City Council to payment of the bond, and (iii) if the Tax Increment Bond is not fully paid by the termination of the TID, the City shall have no obligation to pay any further amounts. Developer agrees to cooperate with the City's reasonable requests in connection with such bond issuance, including the execution of additional documentation consistent with the provisions herein.

4. Conditions Precedent to the City's Obligations.

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

i. Developer shall provide the City with (A) evidence that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of Developer's organizational documents, (C) a certificate of status for Developer issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (D) resolutions or consents of Developer's Board of Directors partners or members as the case may be, approving this Agreement and the transactions which are subject to this Agreement. Developer shall provide this documentation on or before Forty-Five (45) business days after the Effective Date.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall

not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

iii. The City, through its City Council, shall have approved this Agreement and transactions contemplated herein, the Proposal (as it may be amended/finalized), and all other related Project agreements and/or transactions which require City approval.

iv. An amendment to the TID Plan consistent with this Agreement shall have been adopted by all necessary parties, including, without limitation, modifying the boundaries of the TID to include the Property.

v. Developer shall provide to the City a release of all claims by Developer's affiliate, District at Riverlife, LLC (formerly Main Street Wausau, LLC), in form and substance acceptable to the City.

b. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide each disbursement of the Tax Increment Grant are conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured material default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

ii. Project Completion and lien-free (or bonded over) construction shall have occurred on or prior to the Project Completion Deadline, and Developer shall provide the City with such documentation as the City may reasonably require to evidence the same.

iii. Developer shall review with the City written evidence of Developer's expenditures with respect to the Minimum Development Cost requirement above, together with such other documentation as the City may reasonably require, per Section 2.

iv. Developer shall provide evidence that the Memorandum was recorded prior to any mortgages, or, if any such mortgage was recorded first, an agreement from such lienholder reasonably acceptable to the City stating that this Agreement shall not be extinguished by any foreclosure of such mortgage and the Property shall remain subject to this Agreement.

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

5. **Additional Representations, Warranties and Covenants of Developer.** Developer represents and warrants to the City and covenants with the City as follows:

- a. No Default, or event which with the giving of notice or lapse of time or both would be a Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.
- b. All copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.
- c. Developer will pay for, or cause to be paid for, all work performed and materials furnished for the Project, as required herein.
- d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.
- e. Each entity constituting Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
- f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.
- h. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- i. The Project Cost Breakdown to be provided to the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no previously undisclosed circumstances presently existing or likely to occur which would or could be expected to result in a material variation or deviation from the Project Cost Breakdown.

- j. Except as otherwise set forth herein, Developer will not, without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, materially change the scope of the Project or the uses of the Project. Except as otherwise set forth herein or unless otherwise agreed in writing by the City, the construction, development and operation of the Property.
- k. Developer shall not materially alter the Plans approved by the City without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.
- l. Developer Covenants that construction of the Project shall proceed and be completed substantially in accordance with the construction schedule, as provided herein, approved by the City.
- m. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances.
- n. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.
- o. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.
- p. During the term of this Agreement, Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time; provided, however, that Developer shall have the right to lawfully dispute in good faith the property taxes or assessment for the Property so long as Developer otherwise complies with this Agreement, including, without limitation, payment by Developer of any required PILOT Payment; provided further that, except for good faith protests in cases of material inaccuracies, if Developer protests the assessment of the Property, then no payments of the Tax Increment Grant shall be due during the pendency of such appeal, and the City may reduce the total maximum principal amount of the Tax Increment Grant by the City's reasonable costs (including reasonable attorneys' fees) spent in connection with such appeal. Developer understands that a lower property tax liability will likely lower its Tax Increment Grant payments, and if any grant installments were previously made based on a higher property tax liability, Developer shall promptly reimburse the City for any overpayments of the Tax Increment Grant if the property taxes are later lowered. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.
- q. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation.

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

6. Defaults and Remedies.

a. *Default by Developer.* The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

i. Developer shall fail to pay any amounts due from it under this Agreement within thirty (30) days after written notice of nonpayment from the City to Developer; or

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

iii. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph i above, and the specific defaults listed in subparagraphs iv through x below) under this Agreement, and such failure shall continue for sixty (60) days following written notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 60-day period, is diligently pursuing the cure of the default; or

iv. Construction of the Project shall be abandoned for more than ninety (90) consecutive days (provided, however, that construction shall not be deemed to be "abandoned" if construction is paused due to reasonable and customary seasonal considerations) or if Developer fails to provide any notice required herein with respect to ceasing construction, or if Project Completion is not achieved on or before the Project Completion Deadline, or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or

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

ninety (90) days after its/his appointment; or (F) adopt a plan of complete liquidation of its assets; or

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

vii. A default shall occur and remain beyond any applicable notice and cure periods on any other indebtedness of or loan to Developer, or a default shall occur and remain beyond any applicable notice and cure periods under any mortgage or other lien or encumbrance affecting the Property or the Project.

b. *City Remedies.* In the event of Default by Developer, the City, may take any one or more of the following actions:

i. The City may suspend their performance under this Agreement until it receives reasonable assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

ii. The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, including securing an injunction to prevent harm.

iii. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

c. *Default by City; Developer Remedies.* In the event the City is in default hereunder, Developer shall be entitled to take any action allowed by applicable law by virtue of said default provided that Developer first gives the City written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the City. In the event of a default by the City that remains uncured, Developer may seek any remedy available to Developer under the terms of this Agreement or take any other action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement, including securing an injunction to prevent harm.

d. *Indemnification.* Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified parties, Developer shall indemnify, save harmless and defend the City and its respective officer, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section 6.d shall survive termination of this Agreement.

7. Termination. Except for the terms which expressly survive termination and provided no Default exists, this Agreement shall terminate upon the later to occur of (i) eighteen (18) months following termination of the TID and (ii) Developer's payment in full of all required PILOT Payments.

8. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, "Force Majeure" means any event that (i) renders it impossible for the affected party to perform its obligations under this Agreement, (ii) is beyond the reasonable control of the affected party, (iii) is not caused by the intentional misconduct, gross negligence, or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (E) fires, (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of either of the parties, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct, gross negligence or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person

9. Miscellaneous.

a. Assignment. Prior to Project Completion, Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property during the term of this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld. Following Project Completion, no such restrictions on transfer shall apply; provided, however, that the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of

the parties and shall run with the land. Notwithstanding the foregoing, the City agrees that Developer may obtain construction financing for the Project and, in connection therewith, mortgage the Property and/or collaterally assign this Agreement or the Tax Increment Bond payments to Developer's lender(s) as part of the Developer's TIF Loan or other 3rd-party financing for the Project.

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

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

Notices to Developer:

Foundry on 3rd Ph 1, LLC
1818 Parmenter Street, Suite 400
Middleton, WI 53562
Attn: Legal
Email: legal@twallenterprises.com AND Terrence@twallenterprises.com

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk
Email: clerk@ci.wausau.wi.us

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney
Email: cityattorney@ci.wausau.wi.us

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

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

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

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

supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

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

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

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

j. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

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

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

m. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

10. Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

FOUNDRY ON 3RD PH I, LLC

By: _____

Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

THE CITY

CITY OF WAUSAU

By: _____

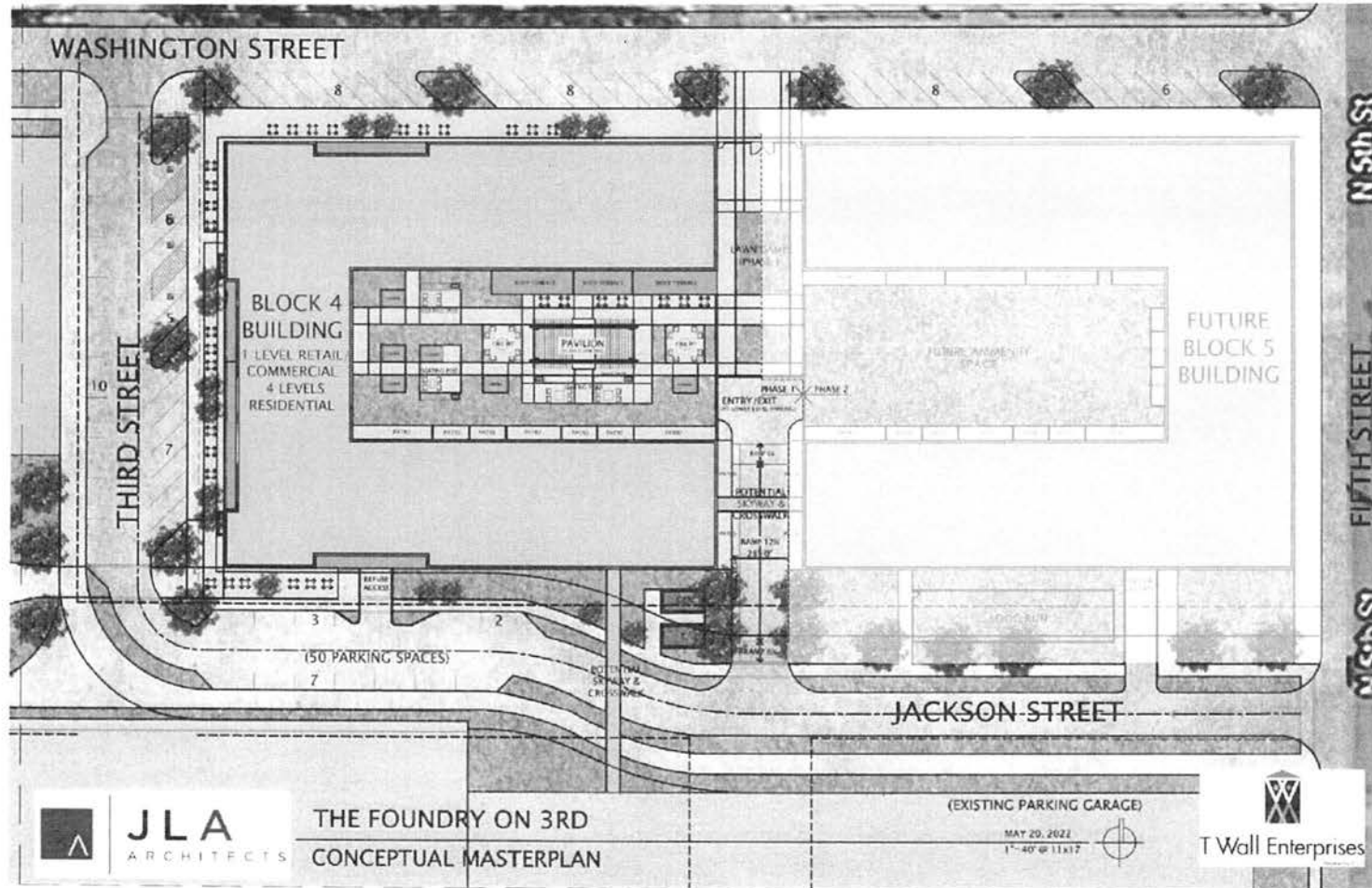
Katie Rosenberg, Mayor

Attest: _____

Kaitlyn Bernarde, Clerk

DEPICTION OF THE PROPERTY





GENERAL SITE PLAN

EXHIBIT B

EXHIBIT C

FORM OF MEMORANDUM

[Attached to this cover page]

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**
(Foundry on 3rd Ph 1)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made as of the 31st day of August, 2023 (the "Effective Date"), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City"), and FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, the City and Developer entered into a certain Development Agreement with an Effective Date of September 28, 2022 (the "Development Agreement"), with respect to certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.352 acres and being depicted and identified on Exhibit A attached to the Development Agreement; any capitalized term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement; and

WHEREAS, after the execution of the Development Agreement, the timing of the Project has evolved; and

WHEREAS, subject to the terms and conditions herein, the City and Developer desire to amend the Development Agreement as set forth herein.

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

1. Amendments to Development Agreement. The Development Agreement is hereby amended as follows:

- a. Section 1.o. is hereby amended such that the Project Commencement Deadline shall be June 1, 2024.
- b. Section 1.q. is hereby amended such that the Project Completion Deadline shall be November 1, 2025.
- c. Section 2.d.i. is hereby amended such that the Minimum Assessed Value requirement shall commence the tax year following the year of Project Completion, but in no event later than tax year 2026.
- d. Section 3.a. is hereby amended by deleting the following words: "By way of example, if Project Completion is accomplished in calendar year 2024, then the first installment of the grant will be paid on or before August 15, 2025 based on the 2024 property tax bill payment(s)." and replacing them with the following: "By way of example, if Project Completion is accomplished in calendar year 2025, then the first installment of the grant will be paid on or before August 15, 2026, based on the 2025 property tax bill payment(s)."

2. Developer Acknowledgement. Developer hereby acknowledges that, if the year of Project Completion is delayed by one year, at least one fewer installment of the Tax Increment Grant may be

available to Developer, which would result in a reduction of the aggregate amount of the Tax Increment Grant provided by the City to Developer throughout the term of the Development Agreement.

3. Conditions Precedent to this Amendment. The effectiveness of this Amendment is conditioned upon the satisfaction of each and every one of the following conditions:

a. The City, through its City Council, shall have approved or authorized this Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

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

c. Developer shall have caused Wausau Opportunity Zone, Inc., a Wisconsin corporation, to execute and deliver to the City a Cooperation Agreement with the City substantially in the form attached hereto as Exhibit A.

4. Reaffirmation of Development Agreement. The Development Agreement, as modified by this Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed by Developer. The provisions of the Development Agreement not affected by this Amendment remain in full force and effect.

5. Representations and Warranties of Developer. Developer hereby represents and warrants to the City that:

a. After giving effect to this Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date of this Amendment.

b. The making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

6. Miscellaneous. If any provision of this Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that electronically scanned signatures shall be binding on all parties. This Amendment shall be governed in all respects by the laws of the State of Wisconsin.

[Signature page follows.]

IN WITNESS WHEREOF, the parties are signing this First Amendment to Development Agreement as of the Effective Date in the introductory paragraph.

DEVELOPER:

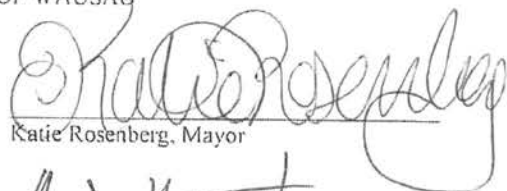
FOUNDRY ON 3RD PH I, LLC

By: 

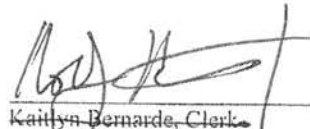
Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

THE CITY

CITY OF WAUSAU

By: 

Katie Rosenberg, Mayor

Attest: 

Kaithyn Bernarde, Clerk

Kody Hart, Deputy Clerk

**ADDENDUM TO
DEVELOPMENT AGREEMENT
(Foundry on 3rd Ph 1)**

THIS ADDENDUM TO DEVELOPMENT AGREEMENT (this "Addendum") is made as of the 23rd day of April, 2024 (the "Effective Date"), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City"), and FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, the City and Developer entered into a certain Development Agreement with an effective date of September 28, 2022, as amended by that certain First Amendment to Development Agreement with an effective date of August 31, 2023 (the "Development Agreement"), with respect to certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.352 acres and being depicted and identified on Exhibit A attached to the Development Agreement; any capitalized term used in this Addendum but not defined herein shall have the meaning assigned to that term in the Development Agreement; and

WHEREAS, once Developer acquires the Property, the parties intend to enter into at least two agreements with respect to the Property: (i) pursuant to Section 2.e. of the Development Agreement, an agreement with respect to a connection to a City parking lot to the south via a pedestrian skyway above the public right of way abutting the Property (the "Skywalk Agreement"); and (ii) an easement agreement with respect to the City's grant of an easement onto and over the public rights-of-way adjacent to the building for the purpose of establishing and maintaining, multiple elevated balconies encroaching in the air space above such rights of way (the "Balcony Easement"); and

WHEREAS, the parties have agreed to the form and substance of the Skywalk Agreement and Balcony Easement and desire to memorialize that agreement; and

WHEREAS, subject to the terms and conditions herein, the City and Developer desire to enter into this Addendum as set forth herein.

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

1. Addenda to Development Agreement. The following are hereby added to the Development Agreement:

- a. The Skywalk Agreement attached hereto as Exhibit D.
- b. The Balcony Easement attached hereto as Exhibit E.

2. Agreement. The City and Developer hereby agree that, after Developer acquires the Property, the parties shall enter into: (a) the Skywalk Agreement substantially in the form of Exhibit D attached hereto and (b) the Balcony Easement substantially in the form of Exhibit E attached hereto; provided, however, that no uncured material default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement and Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

3. Conditions Precedent to this Addendum. The effectiveness of this Addendum is conditioned upon the satisfaction of each and every one of the following conditions:

a. The City, through its City Council, shall have approved or authorized this Addendum and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

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

4. Reaffirmation of Development Agreement. The Development Agreement, as supplemented by this Addendum, remains in full force and effect, and all terms of the Development Agreement are hereby ratified and reaffirmed by Developer.

5. Representations and Warranties of Developer. Developer hereby represents and warrants to the City that:

a. After giving effect to this Addendum, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date of this Addendum, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date.

b. The making, execution and delivery of this Addendum, and performance of and compliance with the terms of the Development Agreement, as supplemented hereby, have been duly authorized by all necessary action of Developer. This Addendum is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

6. Miscellaneous. If any provision of this Addendum or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Addendum shall remain in full force and effect and this Addendum shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that electronically scanned signatures shall be binding on all parties. This Addendum shall be governed in all respects by the laws of the State of Wisconsin.

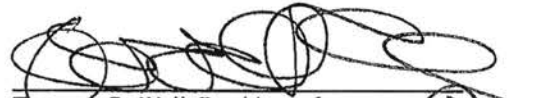
[Signature page follows.]

IN WITNESS WHEREOF, the parties are signing this Addendum to Development Agreement as of the Effective Date in the introductory paragraph.

DEVELOPER:

FOUNDRY ON 3RD PH I, LLC

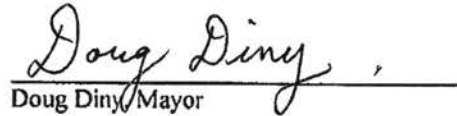
By:


Torrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

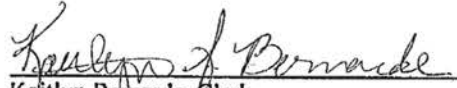
THE CITY

CITY OF WAUSAU

By:


Doug Diny, Mayor

Attest:


Kaitlyn Bernarde, Clerk

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
(Foundry on 3rd Ph 1)**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is made effective as of the ____ day of _____, 2025 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”) and FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City and Developer entered into a certain Development Agreement with an Effective Date of September 28, 2022, as amended by that certain First Amendment to Development Agreement with an effective date of August 31, 2023 and an Addendum entered into with an Effective Date of April 23, 2024 (the “Development Agreement”) with respect to certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.352 acres and being depicted and identified on Exhibit A attached to the Development Agreement; any capitalized term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement; and

WHEREAS, the Developer has requested an extension to the Project Completion Deadline due to an unforeseen supply chain issue; and

WHEREAS, the parties hereto now desire to amend the Project Completion Deadline of the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, effective as of the Effective Date, the parties hereto agree as follows:

1. Amendment to Development Agreement. The Development Agreement is hereby amended as follows:

Section 1.q. is hereby amended such that the Project Completion Deadline shall be December 31, 2025.

2. Conditions Precedent to this Amendment. The effectiveness of this Amendment is conditioned upon the satisfaction of each and every one of the following conditions:
 - a. The City, through its City Council, shall have approved or authorized this Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.
 - b. No uncured material default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
 - c. Developer shall provide the City with all documentation with respect to the Project:
 - (i) as required by the Development Agreement; and (ii) reasonably requested by the City in order for the City to confirm and verify Developer’s compliance with the Development Agreement.

3. Reaffirmation of Development Agreement. The Development Agreement, as modified by this Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed by Developer. The provisions of the Development Agreement not affected by this Amendment remain in full force and effect.
4. Representations and Warranties of Developer. Developer hereby represents and warrants to the City that:
 - a. After giving effect to this Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date of this Amendment.
 - b. The making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.
5. Miscellaneous. If any provision of this Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that electronically scanned signatures shall be binding on all parties. This Amendment shall be governed in all respects by the laws of the State of Wisconsin.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first written above.

DEVELOPER:

FOUNDRY ON 3RD PH 1, LLC

By: _____
Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

THE CITY

CITY OF WAUSAU

By: _____
Doug Diny, Mayor

Attest:

By: _____
Kaitlyn A. Bernarde, Clerk

**JOINT RESOLUTION OF THE FINANCE COMMITTEE AND
PUBLIC HEALTH & SAFETY COMMITTEE**

Approving Contract for Emergency Shelter Services with Bridge Street Mission, Inc.

Committee Action: Finance (07/08/2025) Approved 3-1
(6/24/2025) Pending
Public Health & Safety Pending

Fiscal Impact: Monthly installments not to exceed \$29,370.09, subject to an annual not to exceed amount of \$350,000 for 2026

File Number: 25-0704

Date Introduced: July 8, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on March 10, 2025, the City, in partnership with Marathon County, released a Request for Proposal (RFP) for the operation of a 365-day-per-year emergency shelter and associated services and one proposal was received but did not meet the qualifications of the proposal; and

WHEREAS, on April 18, 2025, the City, in partnership with Marathon County, released a second Request for Proposal (RFP) for the operation of a 365-day-per-year emergency shelter and associated services; and

WHEREAS, one proposal was received from Bridge Street Mission; and

WHEREAS, your Finance Committee, on June 24, 2025, discussed and recommended accepting the proposal from Bridge Street Mission and to direct staff to draft a contract and bring the matter back to the July 8, 2025 Finance Committee; and

WHEREAS, your Finance Committee and Public Health and Safety Committee, on July 8, 2025, discussed and recommended entering into a contract with Bridge Street Mission for a 365-day-per-year emergency shelter and associated services.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve entering into a contract with Bridge Street Mission, Inc. for a 365-day-per-year emergency shelter and associated services and authorizes the proper city officials to execute a contract substantially in the form of that attached hereto.

Approved:

Doug Diny, Mayor



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Memo

Date: June 30, 2025

To: Members of the Public Health and Safety Committee, Finance Committee, and Wausau City Council

From: Chief Matthew Barnes

Subject: Recommendation to Contract for Emergency Night Shelter Services with Bridge Street Mission

Overview

The Wausau Police Department, in partnership with Marathon County, recently issued two Requests for Proposals (RFPs) seeking a provider for emergency shelter services in the City of Wausau.

The initial RFP yielded no responses. As a temporary solution, the Wausau Police Department opened an interim night shelter on May 1, 2025, with the intent to operate it through the end of the year. This approach aimed to buy time for community partners to prepare proposals for the reissued RFP.

Following the re-publication of the RFP, one proposal was received—from Bridge Street Mission. No other organizations submitted proposals.

Proposal Summary

Bridge Street Mission's proposal meets all outlined requirements of the RFP. Most notably, it includes a plan to sustain shelter operations beyond the end of the contract period without continued financial support from the City of Wausau or Marathon County.

The proposed funding request spans five years:

- **2026:** \$350,000
- **2027:** \$300,000
- **2028:** \$250,000
- **2029:** \$200,000
- **2030:** \$150,000

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Beginning in 2031, Bridge Street Mission intends to maintain shelter operations independently.

For reference, the City is currently spending approximately \$30,000 per month to operate the interim WMC Shelter—amounting to \$240,000 of anticipated expense in 2025.

Facility and Services

Bridge Street Mission has designated 8,200 square feet within their existing facility for renovation into shelter space. The estimated renovation cost is \$1,000,000, which Bridge Street Mission will fund and raise independently.

Planned shelter accommodations include:

- Separate sleeping areas for men and women
- Private rooms for individuals unable to stay in communal spaces

Although not part of the RFP, Bridge Street Mission's facility will also have a men's recovery center, a women's recovery center, a commercial kitchen, and a day shelter. Having all these services under one roof is advantageous. These programs will operate independently and have separate participation requirements.

Importantly, the draft contract contains language requiring non-discriminatory access to services. Bridge Street Mission commits to providing shelter "regardless of faith, gender, or lifestyle," ensuring an inclusive and equitable admission process.

Recommendation

Bridge Street Mission's proposal not only meets but exceeds the expectations set forth in the RFP. The organization has a proven track record of effective community partnership and service expansion.

I recommend the Council approve a contract with Bridge Street Mission for emergency night shelter services. Their proposal presents a cost-effective, sustainable solution aligned with our

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain



Wausau Police Department

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strategic goals. As City and County staff continue developing a comprehensive response to homelessness, these shelter services will be a vital component of that strategy.

Thank you,

Matthew Barnes
Chief of Police
City of Wausau

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

CONTRACT FOR EMERGENCY SHELTER SERVICES

This Contract for Emergency Shelter Services ("Contract") is entered into on July 9, 2025, by and between the City of Wausau ("City") and Bridge Street Mission, Inc., a Wisconsin non-profit corporation ("Provider"). The parties agree as follows:

1. PURPOSE The purpose of this Contract is to set forth the terms under which Provider will operate an emergency shelter for unhoused individuals in the City of Wausau, consistent with the Request for Proposals ("RFP") dated March 2025 and Provider's response thereto dated April 2025, which are incorporated by reference. In the event that either the RFP or the Provider's response thereto are inconsistent with a term referenced in this agreement, the terms of this agreement supersede and are controlling.

2. SCOPE OF SERVICES Provider shall deliver the following services and meet the following requirements:

(a) Shelter Operations

- Operate an emergency shelter 365 days per year from approximately 7:00 PM to 7:00 AM with an indoor waiting area from 5:00 PM.
- Provide a clean, safe, and sanitary environment compliant with all applicable federal, state, and local regulations.
- Ensure separate sleeping areas for men and women with permanent walls and doors.
- Provide segregated areas based on sobriety levels or unique needs, as feasible.
- Allow for surge capacity during extreme weather or other extraordinary conditions, up to 75 individuals.
- Provide access to secure intake procedures and trained staff on-site at all hours of operation.
- Provide emergency shelter services to all regardless of faith, gender, or lifestyle ensuring a non-discriminatory admission process

(b) Meals and Amenities

- Provide a nutritious evening meal for all shelter residents and a continental breakfast in the morning.
- Securely store guest belongings in designated bins.
- Offer laundry facilities and gender-neutral restrooms/showers.

- Maintain a non-smoking campus with a designated smoking area.

(c) Case Management and Service Coordination

- Facilitate access for case management professionals and other ancillary service providers.
- Work to connect shelter guests to long-term housing and support services.
- Implement an accountability mechanism, in consultation with staff from the City and Marathon County, to encourage participation in supportive services such as mental health, substance abuse treatment, and job training.
- Incorporate, after consultation with staff from the City and Marathon County, a requirement for guests to contribute to shelter operations through tasks such as meal service or cleaning when practicable.
- Collaborate with community agencies to reduce long-term shelter dependency.

(d) Data and Reporting

- Maintain a secure system for tracking utilization and demographics.
- Provide updated data to the City and Marathon County upon request.
- Submit regular financial and programmatic reports, including monthly invoices in an agreed-upon format.

(e) Health and Safety

- Implement written health and safety procedures for residents, staff, and visitors.
- Utilize appropriate accommodations for individuals with mental health diagnoses or other special considerations.
- Cooperate fully with law enforcement investigations and maintain preventative safety practices.

(f) Self-Sufficiency Planning

- Work toward a goal of full operational self-sufficiency by the end of **the five year term**, eliminating reliance on financial support from local governments.

3. TERM AND COMMENCEMENT DATE This Contract shall be effective upon the date first above written, but shall commence upon the later of:

- The completion of required renovations to the Provider's facility located at 325 N. 1st Avenue, Wausau, WI, as evidenced by a certificate of occupancy, and
- Confirmation by Provider of adequate funding to complete such renovations.

If construction is not, or will not reasonably be, completed by June 1, 2026, either party may unilaterally terminate this Contract by providing written notice to the other party.

This Contract shall continue for a period of one (1) year from the date of commencement. The Contract shall automatically renew for up to four (4) additional one-year terms.

4. COMPENSATION AND BUDGET The City shall pay Provider a fixed fee in monthly installments not to exceed \$29,370.09/month, subject to an annual not-to-exceed amount of \$350,000 in 2026. Payments shall be made upon submission of monthly invoices in a format approved by the City. Provider shall submit an annual operating budget detailing projected expenses and identifying any indirect costs or other funding sources.

Provider will not be reimbursed for costs outside of the approved budget. Funding for subsequent years (2027-2030) may be considered annually based on service effectiveness and budget availability.

2027: \$25,000 fixed monthly fee not to exceed \$300,000.00.

2028: \$20,833.33 fixed monthly fee not to exceed \$250,000.

2029 \$16,667.00 fixed monthly fee not to exceed \$200,000

2030 \$12,500.00 fixed monthly fee not to exceed \$150,000

5. REPORTING AND COMPLIANCE Provider agrees to:

- Submit monthly financial and programmatic reports.
- Maintain and provide access to documentation demonstrating compliance with this Contract.
- Permit the City or its designee to audit service delivery and financial records.
- Provide a representative to attend and answer questions related to shelter operations upon request of the Public Health and Safety Committee. Not to exceed six meetings in a calendar year.

6. AMENDMENTS No modification of this Contract shall be valid unless in writing and signed by both parties. The parties may agree to extend or modify this Contract by mutual written consent.

7. TERMINATION This Contract may be terminated:

- **For cause**, by either party, upon thirty (30) days written notice if the other party materially fails to meet the service delivery obligations outlined in this Contract and fails to cure such default pursuant to Section 8;
- **Without cause**, by mutual written agreement of the parties;
- **Unilaterally**, prior to the commencement of services, per Section 3 above.

8. NON-APPROPRIATION OF FUNDS Notwithstanding any other provision of this Agreement, the City of Wausau may terminate this Agreement, in whole or in part, without penalty or further payment obligation, if funds are not appropriated or otherwise made available for the continued performance of this Agreement in any subsequent fiscal year. Such termination shall become effective on the last day for which funds were appropriated. In the event of such termination, the Provider shall be paid for all services or goods delivered and accepted prior to the effective date of termination. The City shall give the Provider written notice of such termination as soon as reasonably practicable after the decision is made not to appropriate funds. The City agrees to use its best efforts to obtain and appropriate funds for the continuation of this Agreement.

This provision shall not be construed so as to permit the City to terminate this Agreement to acquire similar services or goods from another party.

9. RIGHT TO CURE Before terminating this Contract for cause, the non-defaulting party shall provide written notice specifying the nature of the breach and a thirty (30) day period to cure the default. If the defaulting party does not cure the breach within the specified time period, the non-defaulting party may terminate the Contract in accordance with Section 7.

10. GENERAL PROVISIONS

- **Independent Contractor:** Provider is an independent contractor and not an employee or agent of the City.
- **Insurance:** Provider shall maintain Commercial General Liability insurance during the term of this contract, covering bodily injury and property damage on an occurrence basis, including Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations, on a primary

and non-contributory basis, with waiver of subrogation, including contractual liability and products/completed operations and abuse and molestation coverage, in the amounts of \$1 million per occurrence and \$2 million aggregate; professional liability; all-risk property insurance on buildings and equipment, automobile liability in a combined single limit per occurrence of not less than \$1 million, and workers' compensation as required by law.

- **Indemnification:** Provider agrees to indemnify and hold harmless the city from any claims arising from their operations.
- **Non-Discrimination:** Provider shall provide emergency night shelter services under this contract on a non-discriminatory basis, regardless of faith, gender, or lifestyle and no beneficiary of services under this contract shall be required to participate in any explicitly religious activity.

Provider agrees to comply with applicable federal, state, and local laws and regulations, including those concerning non-discrimination and civil rights protections.

- **Governing Law:** This Contract shall be governed by the laws of the State of Wisconsin.
- **Entire Agreement:** This document and referenced attachments represent the entire agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates shown below:

CITY OF WAUSAU:

By: _____
Doug Diny, Mayor

Date: _____

BRIDGE STREET MISSION, INC.:

By: _____
Craig Vincent, Executive Director

Date: _____

DRAFT

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

RESOLUTION OF THE COMMON COUNCIL

Approving Quit Claim Deed for releasing a portion of reserved easement rights at 700 Grand Avenue – 700 Grand Apartments, LLC.

Committee Action: None

Fiscal Impact: None

File Number: 22-1104

Date Introduced: July 8, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on November 15, 2022, the Common Council approved a proposal by Commonwealth Development Corporation for the development of affordable housing at 700 Grand Avenue; and

WHEREAS, on March 25, 2025, the Common Council approved a Purchase and Development Agreement with 700 Grand Apartments, LLC f/k/a Commonwealth Development Corporation; and

WHEREAS, on March 25, 2025, the Common Council approved a final resolution vacating and discontinuing certain right-of-way along East Thomas Street abutting apporportion of 700 Grand Avenue and vacating a portion of right-of-way formerly known as 804-806, 810, 814 and 816 Grand Avenue; and

WHEREAS, within the right-of-way resolution, the city retained utility easement rights within the entire vacated area; and

WHEREAS, as part of the Development Agreement, the City needed to retain a storm sewer and watermain easement for the installation, repair and/or replacement of storm sewer and watermain, and on April 29, 2025, the Common Council approved a Declaration of Easement to be executed for such purpose; and

WHEREAS, WHEDA and the Developer will require the relinquishment of a broad easement

over the entire vacated right-of-way, in favor of those easement rights set forth in the Declaration of Easement, as amended and restated by the First Amended and Restated Declaration of Easement.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau does hereby approve the attached Quit Claim Deed for releasing a portion of the easement rights reserved in the Vacation Resolution, in favor of those easement rights set forth in the Declaration of Easement as amended and restated by the First Amended and Restated Declaration of Easement, and authorizes the appropriate city officials to execute such Quit Claim Deed.

Approved:

Doug Diny, Mayor

* Type name below signatures.

EXHIBIT A

Legal Description of Easement Area

Part of Lot 1 of Certified Survey Map No. 20050 recorded in the Office of Register of Deeds for Marathon County as Document No. 1915043, being part of Government Lot 2, Section 36, T29N, R7E, City of Wausau, Marathon County, Wisconsin, described as follows:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 36; THENCE N 88°36'04" E ALONG THE EAST - WEST 1/4 LINE 1827.36 FEET; THENCE S 14°50'48" E 381.83 FEET TO THE WEST LINE OF GRAND AVENUE; THENCE S 73°42'16" W ALONG THE SOUTH LINE OF E. THOMAS STREET 20.00 FEET AND TO THE POINT OF BEGINNING; THENCE S 14°50'48" E ALONG THE WEST LINE OF GRAND AVENUE 79.21 FEET; THENCE S 55°10'37" W 187.08 FEET TO THE SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 20050; THENCE S 87°08'56" W ALONG THE SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 20050; THENCE 86.84 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE EAST WHOSE RADIUS IS 5664.58 FEET, WHOSE CENTRAL ANGLE IS 0°52'42" AND WHOSE CHORD BEARS N 49°27'23" W 86.84' FEET TO THE SOUTH LINE OF E. THOMAS STREET; THENCE N 55°10'37" E ALONG THE SOUTH LINE OF E. THOMAS STREET 201.82 FEET; THENCE N 73°42'16" E ALONG THE SOUTH LINE OF E. THOMAS STREET 43.00 FEET TO THE POINT OF BEGINNING.