



OFFICIAL NOTICE AND AGENDA

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:      | Tuesday, November 15, 2022 at 6:30 p.m.                                                                                                                  |
| Location:       | City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers                                                                                         |
| Members:        | Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke |

\*Addendum Item

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Presentation: Wausau CVB requesting support for Marathon County ARPA Grant

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

| File #  | CMT      | Consent Agenda                                                                                                                         | ACT                          |
|---------|----------|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 22-1001 | COUN     | Minutes of previous meetings (10/25/22)                                                                                                | Placed on file               |
| 21-1109 | FIN      | Resolution Approving Modification of the 2022 Budget for Additional Street Asphalt                                                     | Approved 4-0                 |
| 12-0219 | HR & FIN | Joint Resolution Amending Resolution Approving Creation of Retirement Notice Incentive                                                 | Approved 5-0<br>Approved 5-0 |
| 22-1107 | PLAN     | Ordinance Rezoning 6801 Stettin Drive from SR-2, Single Family Residential-2 Zoning District to MI, Medium Industrial Zoning District. | Approved 6-0                 |
| 22-0108 | PH&S     | Resolution Approving or Denying Various Licenses as Indicated                                                                          | Approved 5-0                 |
| 86-0818 | WWW      | Ordinance Amending Section 3.24.100 Connection fee for sanitary sewer and water main improvements                                      | Approved 5-0                 |

| File #   | CMT         | Resolutions and Ordinances                                                                                                                                                                                                                                      | ACT                          |
|----------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 22-1103  |             | Mayor's Appointments                                                                                                                                                                                                                                            |                              |
| 22-1109  |             | Public Hearing: Proposed 2023 City of Wausau Budget                                                                                                                                                                                                             |                              |
| 22-1006  | HIST & PLAN | Joint Ordinance Amending Section 2.82.055 of the Wausau Municipal Code to include the designation of the John Marshall School, 1918 Lamont Street, as a Local Historic Landmark.                                                                                | Approved 5-1<br>Approved 6-0 |
| 22-1104  | ED          | Resolution Approving the proposal submitted by Commonwealth Development Corporation for the development of affordable housing at 700, 804, 810, 814 and 816 Grand Ave and a Planning Option Agreement with Commonwealth Development Corporation                 | Approved 5-0                 |
| 22-1105  | ED          | Resolution Authorizing sale of 205 N. 10th Street                                                                                                                                                                                                               | Approved 4-1                 |
| 21-1204  | ED          | Resolution Approving the First Amendment to the Planning Option with Gorman & Company, LLC for the redevelopment of the former Westside Battery and L & S Printing properties at 415 S. 1st Avenue                                                              | Approved 5-0                 |
| 22-1106  | ED          | Resolution Approving Waiver of the City's Right of First Refusal to repurchase the property and Consent to Transfer the property located at 309 McClellan Street from Jim N. E. Cricket, LLC to MOCA, Inc.                                                      | Approved 4-1                 |
| 19-0514  | ED          | Resolution Approving the First Amendment to the Development Agreement for Mountain Lane Apartments with 1401 Elm Street, LLC and Roland Lokre.                                                                                                                  | Approved 5-0                 |
| 19-0514  | ED          | Resolution Approving the sale of Mountain Lane apartments from 1401 Elm Street and Roland Lokre to Mountain Lane Property, LLC and Assignment and Assumption of Development Agreement by Mountain Lane Property, LLC                                            | Approved 5-0                 |
| 22-1108  | ED & FIN    | Joint Resolution Approving sale of 110 S. 84th Avenue in the Business Campus to Wausau Coated Enterprises II LLC                                                                                                                                                | Approved 5-0<br>Approved 4-0 |
| 21-1109  | FIN         | Resolution Approving Modification of the 2022 Budget for the EMS Flex Grant Award                                                                                                                                                                               | Approved 4-0                 |
| 21-1109A | FIN         | Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Corrosion Control Optimization Study                                                                                   | Approved 5-0                 |
| 21-1109B | FIN         | Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Lead Service Line Replacement Plan Consulting Services                                                                 | Approved 5-0                 |
| 21-1109C | FIN         | Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – PFAS Treatment Process Design                                                                                          | Approved 5-0                 |
| 21-1109D | FIN         | Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – 2023 Sewer Main Projects (related to the 2023 street reconstruction of 10th Avenue, Grant Street and Henrietta Street) | Approved 5-0                 |
| 21-1109E | FIN         | Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - 2023 Water Main Projects (related to the 2023 street reconstruction of 10th Avenue, Grant Street and Henrietta Street) | Approved 5-0                 |
| 21-1109F | FIN         | Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Sewer Lift Station Upgrade Design                                                                                      | Approved 5-0                 |
| 21-1109  | FIN         | Resolution Approving the Reclassification of Projects funded by the American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program to the Revenue Loss Classification                                                      | Approved 4-0                 |

|                              |      |                                                                                                  |              |
|------------------------------|------|--------------------------------------------------------------------------------------------------|--------------|
| 22-1109G                     | FIN  | Resolution Establishing the 2023 Property Tax Equivalent for Wausau Water Works Wausau Wisconsin | Approved 4-0 |
|                              |      | Suspend Rule 12(A) Referral of Resolutions (2/3 vote required)                                   |              |
| 85-0214                      | COUN | Ordinance Amending Section 12.32.040 Insurance required                                          | Pending      |
| Public Comment & Suggestions |      |                                                                                                  |              |
| Adjournment                  |      |                                                                                                  |              |

Signed by Mayor Katie Rosenberg

Members of the public who do not wish to appear in person may view the meeting live on 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@ci.wausau.wi.us](mailto:kaitlyn.bernarde@ci.wausau.wi.us) with “Common Council public comment” in the subject line prior to the meeting start.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 11/10/22 @ 4:00 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) 261-6590 or [ADAServices@ci.wausau.wi.us](mailto: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.*



October 26, 2022

City of Wausau Council Members,

First, we want to express our gratitude for your ongoing support as we have restructured and focused on truly being a Destination Marketing Organization that you deserve. We value our partnership with the City of Wausau working together to promote our amazing destination.

The Wausau/Central Wisconsin Convention and Visitors Bureau has applied for the Marathon County ARPA Grant to build a Visitors Center for Marathon County. We are seeking support from the municipalities we serve for this project. The grant amount requested is \$600,000 with a total project cost of \$750,000.

The Wausau CVB owns a vacant building on 2 acres of land located at 227460 Shrike Ave in the Town of Rib Mountain. The current building has been sitting vacant for 10 years and has a variety of structural issues. The location of the property showcases Rib Mountain, is right off the interstate and easily accessible. Our vision is to tear down the building and build a smaller space that accommodates visitor and staff needs. We have worked with an architecture firm, Funktion Design & Studio to help design and showcase that future vision.

We ask the City of Wausau to support our grant application by providing a letter of support to be added to our presentation packet that will be disbursed to all County Supervisors in the month of November.

Thank you,

Tim White  
Executive Director

Jodi Maguire  
Director of Operations

**OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL**  
held on Tuesday, October 25, 2022, in Council Chambers, beginning at 6:30 p.m.,  
Mayor Katie Rosenberg presiding.

**Roll Call**

10/25/2022

Roll Call indicated 10 members present.

| <u>District</u> | <u>Aldersperson</u> | <u>Present</u> |
|-----------------|---------------------|----------------|
| 1               | Lukens, Carol       | YES            |
| 2               | Martens, Michael    | YES            |
| 3               | Kilian, Tom         | YES            |
| 4               | Diny, Doug          | YES            |
| 5               | Gisselman, Gary     | NV             |
| 6               | McElhaney, Becky    | YES            |
| 7               | Rasmussen, Lisa     | YES            |
| 8               | Watson, Sarah       | YES            |
| 9               | Herbst, Dawn        | YES            |
| 10              | Larson, Lou         | YES            |
| 11              | Henke, Chad         | YES            |

**Proclamations:** <https://www.youtube.com/watch?v=M2wltHSxwSY>

Mayor Rosenberg stated the following Proclamations can be read on the city's website or within the Council Packet: October 24, 2022 as Diwali; November 1, 2022 as Extra Mile Day; November 11, 2022 as Veterans Day; November 26, 2022 as Small Business Saturday; and November, 2022 as Movember.

**Presentations:** Can be viewed in full on YouTube: <https://www.youtube.com/watch?v=M2wltHSxwSY>

**Life Saving Award to Jim Hellrood by Police Chief Ben Bliven**

**Greenhouse Gas Resolution Presentation by the Sustainability, Energy & Environment Committee - John Kroll**

**Bond Sale Update (Phil Cossan – Ehlers) (Moody' Rating AA3; winning bid was Robert W. Baird at 3.8507%.)**

**Public Comment: Pre-registered citizens for matters appearing on the agenda**

- 1) Joel Lewis, 11807 Turner St, spoke on the importance of solar and renewable energy and suggested the Council consider creating a climate action plan for the city.

**Consent Agenda**

10/25/2022

Motion by Watson, second by Herbst to adopt all the items on the Consent Agenda as follows:

**22-1001** Minutes of previous meeting (10/11/22)

**21-1107** Resolution of the Capital Improvements & Street Maintenance Committee Approving Assessor's Plat No. 7 (901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue and 1321 Torney Avenue)

**21-1011** Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Stormwater Facility (Apogee Wausau Group Inc. -- 7500 Stewart Avenue)

**22-1009** Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking on both sides of Excelsior Drive south of Single Avenue

**22-1012** Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking here to corner on both sides of Single Avenue from a point 250 feet east of the crosswalk at Prospect Avenue back to Prospect Avenue

**03-0716** Joint Resolution of the Capital Improvements & Street Maintenance Committee and Plan Commission Amending the Official City Map to establish the new exterior lines of the realignment of 28th Avenue from Hilltop Avenue to West Wausau Avenue.

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS



**22-1003**

10/25/2022

Motion by Rasmussen, second by Martens to confirm the Mayor's Appointment of Lindsey Lewitzke to the Room Tax Commission.

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS

**22-0910**

10/25/2022

Motion by Watson, second by Lukens to adopt the Resolution of the Capital Improvements & Street Maintenance Committee Approving easement agreement with Mathew W. Aschbrenner and Kristen H. Bagnall, k/n/a Kristen H. Aschbrenner for undeveloped City of right-of-way adjacent to 1100 Highland Park Boulevard.

Lisa Rasmussen indicated the property owner, and the neighbor were present at CISM and did not appear to be at odds with one another. She stated CISM approved it with a clear understanding that what has been put up would be allowed to stay, but no additional or new construction would be allowed in the right-of-way. Lou Larson commented it was also agreed upon that if access is needed for water or sewer lines beneath this the owner will be responsible for the cost. The structure was put up without knowing it was on an easement.

Doug Diny noted it passed 3-1 at CISM and questioned who voted against it and why. Chad Henke indicated he voted no because it was put up without a permit and he felt if they had gone through the proper process we wouldn't be here right now.

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

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1               | Lukens, Carol       | YES         |
| 2               | Martens, Michael    | YES         |
| 3               | Kilian, Tom         | YES         |
| 4               | Diny, Doug          | YES         |
| 5               | Gisselman, Gary     | NV          |
| 6               | McElhaney, Becky    | YES         |
| 7               | Rasmussen, Lisa     | YES         |
| 8               | Watson, Sarah       | YES         |
| 9               | Herbst, Dawn        | YES         |
| 10              | Larson, Lou         | YES         |
| 11              | Henke, Chad         | NO          |

**20-0826**

10/25/2022

Motion by Henke, second by Diny to adopt the Resolution of the Economic Development Committee Approving Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront.

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS

**20-0826**

10/25/2022

Motion by Watson, second by Lukens to adopt the Resolution of the Economic Development Committee Approving Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront and rescinding the Second Amendment approved May 10, 2022.

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS

**21-1109B**

10/25/2022

Motion by Watson, second by Rasmussen to adopt the Resolution of the Finance Committee Approving and Adopting the Budget for professional services related to supplemental site investigation from GEI Consultants, Inc. at 1300 Cleveland Avenue and approving Proposal for Supplemental Site Investigation and U.S. Environmental Protection Agency Brownfields Clean up Grant Application.

Tom Kilian commented there are two reasons this grant is important, it allows for very aggressive remediation that doesn't necessarily come out of the city coffer when it comes to funding, but it also supports the process of citizen driven positive reuse. He questioned what the strategic advantages and disadvantages in relation to this year versus next year.

Eric Lindman stated the consultant felt since the city currently doesn't have a plan for that site the grant application at this time would not be quite as strong, but obviously the need for the cleanup is well documented already. They felt it was work applying for this

year but if for some reason it doesn't get funded and there comes a decision for that property, there is an opportunity to apply again next year with additional information.

Kilian felt it was important to have an inclusive meaningful citizen driven process and if that is to occur prior to the November 22<sup>nd</sup> deadline or simultaneously with the application there are two things that could be included, the written citizen input that has already been submitted to the city through committees and Council, but also have a public input meeting. He suggested they have language support with the assistance of city staff or the Mayor's Office for the notice in Hmong and have an interpreter available.

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS

**12-0219** 10/25/2022

Motion by Herbst, second by Lukens to adopt the Resolution of the Human Resources Committee Approving Amendment of Employee Handbook 4.07 -- Protected Service Employees.

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS

**12-0219** 10/25/2022

Motion by Watson, second by Martens to adopt the Resolution of the Human Resources Committee Approving Amendment to the Employee Handbook Section 8.04 -- Vacation. Regular Part Time Employee Vacation Accrual.

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS

**22-1010** 10/25/2022

Motion by Watson, second by Diny to adopt the Joint Resolution of the Human Resources Committee & the Finance Committee Authorizing FLSA exempt employees in the Finance and Human Resources Department the ability to earn additional compensation during the Workday implementation.

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS

**Suspend the Rules** 10/25/2022

Motion by Watson, second by Henke to Suspend 12(A) Referral of Resolutions.

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS

**99-1220** 10/25/2022

Motion by Martens, second by Rasmussen to adopt the Resolution of the Common Council Approving City's Waiver of First Right of Refusal to Repurchase Property at 840 S. 62nd Avenue (Westside Warehousing of Wausau, LLC).

Liz Brodek explained this is property in the Business Campus and as part of the standard deed restrictions we ask First Right of Refusal to Repurchase any property before it is sold to a new owner. This is a current owner in the campus making the request as they have received an offer to purchase the two properties on the agenda. She noted they just recently revised the standard deed restrictions for any sale going forward that states there is no right of first refusal needed for repurchase as long it is to another for-profit entity to make sure these properties stay on the tax roll.

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS

**99-1220** 10/25/2022

Motion by Watson, second by Henke the Resolution of the Common Council Approving City's Waiver of First Right of Refusal to Repurchase Property at 7333 Stewart Avenue (Westside Realestate, LLC).

Yes Votes: 10      No Votes: 0      Not Voting: 1      Result: PASS

**Public Comment or Suggestions:** None

**Adjournment** 10/25/2022

Motion by Watson, second by Herbst to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:53 pm.

Katie Rosenberg, Mayor  
Kaitlyn Bernarde, City Clerk

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving Modification of the 2022 Budget for Additional Street Asphalt patching and improvement

Committee Action:      Approved 4-0

Fiscal Impact:          \$10,000

**File Number:**          21-1109

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source: Cold Mix Budget</i>  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$10,000</i>                |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, Public Works Department has exhausted the hot mix budget but would like to continue patching and improving pavement until the asphalt plants close; and

**WHEREAS**, the cold mix budget has \$10,000 available; and

**WHEREAS**, the Finance Committee authorized a budget modification as shown below;

|     |           |                        |    |              |
|-----|-----------|------------------------|----|--------------|
| 110 | 101594840 | TRANSFER FROM COLD MIX | 11 | -\$10,000.00 |
| 110 | 101594830 | TRANSFER TO HOT MIX    | 11 | \$10,000.00  |

**NOW THEREFORE BE IT RESOLVED**, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above.

Approved:

\_\_\_\_\_  
Katie Rosenberg, Mayor

## **FINANCE COMMITTEE**

Date and Time: Wednesday, November 9, 2022 @ 6:30 pm., Council Chambers

Finance Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Doug Diny,

Others Present: Maryanne Groat, Eric Lindman, Anne Jacobson, Anne Keenan, Ben Bliven, Liz Brodek, Kaitlyn Bernarde, Mary Goede, Solomon King, Dustin Kraege

### **Discussion and possible action regarding budget modification for Hot Mix**

Rasmussen indicated this was a transfer of \$10,000 from cold mix to hot mix.

Motion by Lukens, second by Martens to approve. Motion carried 4-0.

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

**JOINT RESOLUTION OF HUMAN RESOURCES  
AND FINANCE COMMITTEES**

Amending Resolution Approving Creation of Retirement Notice Incentive

Committee Action: HR: Approved 5-0  
Fin: Approved 5-0

Fiscal Impact: \$20,000

**File Number:** 12-0219

**Date Introduced:** November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                            |                              |                             |                                        |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                      | Yes <input type="checkbox"/> | No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                 | Yes <input type="checkbox"/> | No <input type="checkbox"/> | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                     | Yes <input type="checkbox"/> | No <input type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                    | Yes <input type="checkbox"/> | No <input type="checkbox"/> | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                     | Yes <input type="checkbox"/> | No <input type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                      | Yes <input type="checkbox"/> | No <input type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i> |                              |                             |                                        |

**RESOLUTION**

**WHEREAS**, the City of Wausau would like to encourage employees to provide at least six months' notice prior to retirement, to allow sufficient time to fill the vacancy before the anticipated retirement; and

**WHEREAS**, most City of Wausau policies require either two weeks or three months' notice of retirement to qualify for leave payout; and

**WHEREAS**, the average recruitment takes three to four months before the new hire is able to start employment with the City; and

**WHEREAS**, six months' notice would be instrumental in allowing departments to plan for upcoming vacancies; and

**WHEREAS**, a \$2,000 incentive in return for a six month retirement notice can be applied equally to all staff and is believed to be sufficient to encourage notice but not so rich as to encourage early retirement; and

**WHEREAS**, your Human Resources Committee, on June 13, 2022, recommended approval of an extended Retirement notice incentive and your Finance Committee, on June 28, 2022, reviewed and approved the creation of a \$2,000 retirement notice incentive; and

**WHEREAS**, the Common Council, on July 12, 2022, resolved to create a \$2,000 incentive payable upon retirement with six months' advance written notice of the employee's intent to retire; and

**WHEREAS**, since that time, it was discovered that several employees had submitted their notices prior to the effective date of the Council's action, July 12, 2022, and in order for them to be eligible for the incentive, the Council would have to amend their Resolution to be effective June 14, 2022; and

**WHEREAS**, during a closed session of a joint meeting of the Human Resources and Finance Committees, on October 19, 2022, the committees directed staff to put forth an amended resolution for Council consideration, to make the extended retirement notice incentive effectively retroactive to notices provided on or after June 14, 2022.

**NOW, THEREFORE, BE IT RESOLVED**, the Common Council of the City of Wausau does hereby amend its July 12, 2022 Resolution creating a \$2,000 incentive to be payable upon retirement with six months' advance written notice of the employee's intent to retire, on or after June 14, 2022.

Approved:

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Katie Rosenberg, Mayor

## **JOINT FINANCE COMMITTEE and HUMAN RESOURCES COMMITTEE**

Date and Time: Wednesday, November 9, 2022 @ 6:30 pm., Council Chambers

**Finance Members Present:** Lisa Rasmussen, Michael Martens, Carol Lukens, Doug Diny, and Sarah Watson

**HR Members Present:** Becky McElhaney, Michael Martens, Tom Kilian, Gary Gisselman, Dawn Herbst

**Others Present:** Maryanne Groat, Eric Lindman, Anne Jacobson, Anne Keenan, Ben Bliven, Liz Brodek, Kaitlyn Bernarde, Mary Goede, Solomon King, Dustin Kraege

### *Joint HR & Finance Items:*

#### **Discussion and possible action amending the Extended Retirement Notice Incentive**

Anne Keenan stated this was a timing basically a timing issue. She explained the incentive was approved by HR Committee and the Finance Committee in June but was adopted by the Council in July. Between June and July there had been some retirement notices given, especially by union employees and now that we are in negotiations with the unions, we feel it would be fair to backdate the retirement notice to June.

Doug Diny questioned if there was a sunset to this incentive. Keenan indicated there was no sunset. Rasmussen commented the goal was primarily for succession planning and the ability to have time to train with the person retiring from the position.

Becky McElhaney pointed out succession planning is something HR Committee looks at all the time, not just in a tight job market. It takes a long time to recruit and hire, so if a short retirement notice is given a department may be short a person for an extended period.

#### *Finance Committee*

Motion by Watson, second by Diny to approve the amendment to the Extended Retirement Incentive. Motion carried 5-0.

#### *HR Committee*

Motion by Gisselman, second by Martens to approve the amendment to the Extended Retirement Incentive. Motion carried 5-0.



# Human Resource Committee Packet

November 9, 2022

| Agenda Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Discussion and possible action adjusting the effective date of the retirement notice incentive to June 14, 2022.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Background                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p>The City of Wausau currently has two separation notice requirements:</p> <ol style="list-style-type: none"><li>1. Upon voluntary separation (resignation or retirement) with 10 days written notice to HR, an employee receives payout of remaining vacation time, compensatory time, and perfect attendance leave.</li><li>2. Upon retirement, non-represented employees hired before 1/1/13, Transit union employees hired before 1/1/13, Fire union employees and Police union employees with 3 months written notice shall be eligible for a Perfect Attendance Leave conversion.</li></ol> <p>The average recruitment takes 3-4 months from start to finish (job posted for 3-4 weeks, 2-4 weeks for candidate selection, 2 weeks for pre-employment screening, 2 weeks for notice to a current employer). If a department seeks to revise or reclassify a vacant position, or if key participants are on leave during the selection period, the process can take even longer. This makes it challenging to provide overlap between the current incumbent and new hire for training and onboarding, since the longest notice period received is equal to the average recruitment timeline.</p> |
| Fiscal Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Staff Recommendation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>Adjusting the effective date to June 14, 2022, to fold in the 4 staff members who turned in their request prior to the resolution passing on July 13, 2022.</p> <p>A six-month advance notice period would give departments sufficient time to reorganize and recruit for a vacancy. Unfortunately, there is no reasonable way to incentivize a resigning employee to grant a lengthy notice. However, we can create an incentive for a longer retirement notice.</p> <p>The City is currently granting a \$2,000 hiring bonus for difficult to fill positions. Staff propose offering a similar incentive for a 6-month retirement notice. This will be instrumental in granting ability to plan for upcoming vacancies and can be universally applied to all employees regardless of union status or hiring date.</p>                                                                                                                                                                                                                                                                                                                                                                             |
| Staff contact: Anne Keenan (715-261-6632)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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

**ORDINANCE OF THE PLAN COMMISSION**

Rezoning 6801 Stettin Drive from SR-2, Single Family Residential-2 Zoning District to MI, Medium Industrial Zoning District.

Committee Action:   Approved 6-0

Fiscal Impact:       None.

**File Number:**       22-1107

**Date Introduced:**       November 15, 2022

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

Section 1.       **That the site of lands described as follows:**

SEC 30-29-07 PT OF S1/2 NW FRAC ¼ DESD AS LOT 1 OF CSM VOL 55-1 (12683),  
MORE COMMONLY KNOWN AS 6801 STETTIN DRIVE

**now comprising a part of SR-2, Single Family Residential-2 Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to MI, Medium Industrial Zoning District.**

Section 2.       This change in zoning shall be designated on the official city zoning map.

Section 3.       All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted:

Approved:

Published:

Attest:

Approved:

\_\_\_\_\_  
Katie Rosenberg, Mayor

Attest:

\_\_\_\_\_  
Kaitlyn Bernarde, City Clerk

## PLAN COMMISSION

---

Time and Date: The Plan Commission met on Tuesday, October 18, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Sarah Watson, Dawn Herbst, Bruce Bohlken, George Bornemann.

Others Present: Brad Lenz, William Hebert, Andrew Lynch, Jim Schaeffer

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

Mayor Katie Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

**PUBLIC HEARING: Discussion and possible action on rezoning 6801 Stettin Drive from SR-2, Single Family Residential-2 Zoning District to MI, Medium Industrial Zoning District.**

Lenz said that the property is located off of Stettin Drive and is adjacent to the business campus. The property is being used for farmland. The rezoning request is Medium Industrial Zoning District and is located near the parcel. Staff recommends approval.

Mayor Rosenberg opened the public hearing.

Jim Schaeffer, 6205 Stettin Drive, said that he owns the property and is in favor of the rezone.

Mayor Rosenberg closed the public hearing.

**Discussion and possible action on rezoning 6801 Stettin Drive from SR-2, Single Family Residential-2 Zoning District to MI, Medium Industrial Zoning District.**

Herbst motioned to rezone 6801 Stettin Drive from SR-2, Single Family Residential-2 Zoning District to MI, Medium Industrial Zoning District. Bohlken seconded, and the motion carried unanimously 6-0. This item will go to Common Council on November 9<sup>th</sup>.



## Memorandum

From: Andrew Lynch  
To: Plan Commission  
Date: October 12, 2022  
Subject: Rezoning 6801 Stettin Drive from SR-2, Single Family Residential-2 Zoning District to MI, Medium Industrial Zoning District

### Introduction

Jim and Susan Schaeffer are petitioning for a rezoning of their parcel at 6801 Stettin Drive from Single Family Residential (SR-2) to Medium Industrial (MI). The lot is just under 18 acres and contains a mix of woods and farmed land. There is a pond and some wetlands in the northwest corner of the lot. The lot is bordered on the west side by Medium Industrial zoned businesses of the Wausau Business Campus.

The petitioner is currently under contract with Chr. Hansen, Inc to purchase the property contingent upon rezoning to Medium Industrial. Chr. Hansen, Inc owns the facility at the corner of 72<sup>nd</sup> Ave and Stettin Drive that borders this property. This would allow for future expansion of the Chr. Hansen operations when needed.

### Amendments to Zoning Map

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council. Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency
2. Is in harmony with the Comprehensive Plan
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
  - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
  - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
  - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
  - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

### Staff Comments:

The rezoning of this parcel to Medium Industrial would be in line with the surrounding uses to the west, future zoning as noted in the Comprehensive Plan, and would allow future expansion of an established business. Surrounding area to the south is undeveloped Duplex Residential and to the east is single residence. Staff does not see any adverse impact. Staff does suggest that any future building on this parcel consider access from 72<sup>nd</sup> Avenue for trucks or larger vehicles due to the rural profile of Stettin Drive.

**CITY OF WAUSAU**  
**APPLICATION FOR ZONING MAP AMENDMENT**

If you are requesting a zoning map amendment, please provide the following information. Note that a different application is required if you are requesting a conditional use and additional information is required if you are requesting Planned Unit Development District zoning. Should you have any questions about this form or the City's rezoning process, please call 715-261-6780 (Zoning) or 715-261-6760 (Planning).

1. Primary petitioner's Name (PRINT): Jim Schaefer / Susan Schaefer

Primary petitioner's Address (PRINT): 6801 Stettin Drive, Wausau, WI 54401 (Tax Key #291-2907-302-0992)

Primary petitioner's Telephone Number (with Area Code): 715-581-7167

Primary petitioner's representative to contact in case of questions about this petition:

Aaron Colmerauer

(Name - PRINT)

9015 West Maple Street

(Address - PRINT)

414-426-9451

(Telephone No. with Area Code)

usaco@chr-hansen.com

Email Address

ussama@chr-hansen.com

Names of additional petitioners, if any:

(PRINTED Name)

(PRINTED Name)

(PRINTED Address)

(PRINTED Address)

(Telephone No. / Email Address)

(Telephone No. / Email Address)

2. Name, Address, and Telephone Number of EACH additional property owner within the area proposed to be rezoned. If the primary petitioner owns all of the property proposed to be rezoned, merely indicate "NONE." (Add an additional page, if necessary)

Name (PRINT): NONE

Address (PRINT): \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name (PRINT): \_\_\_\_\_

Address (PRINT): \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

3. **ADDRESS(ES)** of property to be rezoned: 6801 Stettin Drive, Wausau, WI 54401 (Tax Key #291-2907-302-0992)  
(Please attach a legal description for all the area(s) proposed to be rezoned. This may be available from the City Assessment Department or City Engineering Department.)

4. A. **Existing** zoning district classification(s) of the land included within the petition: SR-2  
B. **Proposed** zoning district classification(s) of the land included within the petition: M1  
C. Existing land uses on land included within the petition: Vacant property, used as farming land at the moment

D. Proposed land use(s) following rezoning: Medium Industrial. Chr. Hansen, Inc. operates a dietary supplement/food production facility at 555 North 72nd Ave, Wausau WI 54401.

The proposed land use would be for eventual expansion into the adjacent property at 6801 N. Stettin Drive for the same activity as currently completed at the Chr. Hansen site.

5. Please provide a brief narrative justifying the rezoning of this property. (Attach an additional sheet if necessary): Chr. Hansen, Inc. owns and operates a facility at 555 North 72nd Avenue in Wausau. Chr. Hansen acquired this facility from UAS Labs in 2020. The facility is used for the production of dietary supplements in a Medium Industrial zoned property. Chr. Hansen is currently under contract to purchase the property at 6801 N. Stettin from the Schaffers. A condition of the purchase is to complete rezoning to Medium Industrial to allow for future expansion of the Chr. Hansen facility into the adjacent parcel once the growth space is needed.
6. Please attach a map of the area showing the parcels proposed to be rezoned, adjacent streets, existing zoning on the parcels, and other information you feel might be helpful in evaluating your proposal.

Signature of Petitioner: \_\_\_\_\_

Date: \_\_\_\_\_

***IF ADDITIONAL PAGES ARE NEEDED, PLEASE ATTACH HERETO***

Please return this completed form with the information indicated above and the publication fee of **\$400** to the City Planning Office (or the Department of Inspections) located in Wausau City Hall, 407 Grant Street, Wausau WI 54403.  
Checks should be made payable to "City of Wausau".

Please note: ⇒ The fee for a requested **special Plan Commission meeting** is **\$550**.  
⇒ All fees are subject to increase each year on January 1.

Should you have any questions regarding this form or the City's rezoning process, please phone 715-261-6780 (Zoning) or 715-261-6760 (Planning).

**For City Use Only**

Date received at City Hall: \_\_\_\_\_

Received by: \_\_\_\_\_

Amount submitted with application: \$ \_\_\_\_\_ Check Number: \_\_\_\_\_

Month requested for public hearing: \_\_\_\_\_

Requested Common Council meeting date for final approval: \_\_\_\_\_

Notes: \_\_\_\_\_

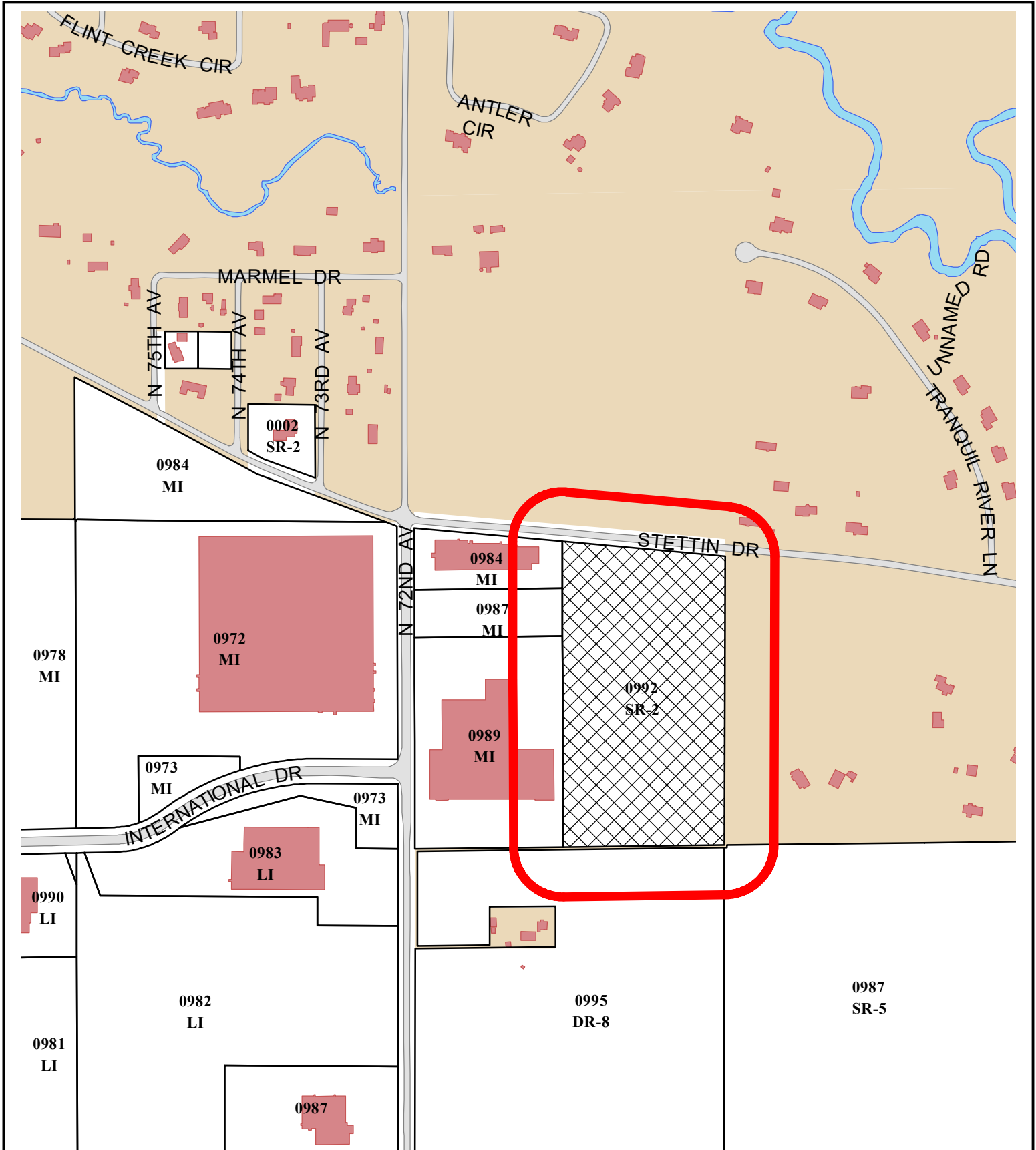
City of Wausau – Zoning Amendment

6801 Stettin Drive, Wauau WI 54401 (Tax Key #291-2907-302-0992)

Legal Description is as follows:

Lot 1 of Certified Survey Map No. 12683 recorded December 18, 2002 in Volume 55 of Certified Surveys, Page 1, as Document No. 1303311, being Lot 1 of Certified Survey Map No. 9973 recorded in Volume 40 of Certified Surveys, Page 196, as Document No. 1120175, and located in the South 1/2 of the Northwest Fractional 1/4 of Section 30, Township 29 North, Range 7 East, in the Town of Stettin, Marathon County, Wisconsin.





## 6801 Stettin Dr 200ft Buffer



### NOTES:

1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
3. AERIAL PHOTOGRAPH VISIBLE ON THIS MAP WAS TAKEN SPRING 2016.

- |                                                                                     |                 |                                                                                     |          |
|-------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------------|----------|
|  | 200 Foot Buffer |  | Building |
|  | Parcel          |  | Road     |



0 100 200 300  
Feet

Map Date: 10/10/2022

**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:**       22-0108

**Date Introduced:**   November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, your Public Health and Safety Committee considered certain license applications at its October 24, 2022 meeting, and has made recommendations that are attached hereto in the meeting minutes 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:

\_\_\_\_\_  
Katie Rosenberg, Mayor

## **PUBLIC HEALTH & SAFETY COMMITTEE**

Date and Time: Monday, October 24, 2022, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney

Others Present: Nathan Miller, Robert Barteck, Ben Bliven, Matt Barnes, Anne Jacobson, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg

### **Consider approval or denial of various license applications**

Lisa Rasmussen indicated there was one denial recommendation for Charrish Winfory for and Operator's License.

Charrish Winfory addressed the committee appealing the denial recommendation. She stated she did not realize that she could have brought evidence of rehabilitation and references. She noted her 2012 drug case was actually from 2008 was when she was just 17 or 18 years old, and she was with the wrong boyfriend and people. She referred to a theft on her record in 2017 stating a person she gave a ride to was stealing, not herself, but she was charged with party to a crime for driving. She stated she now has three kids, and she has stayed out of trouble for several years. She indicated she completed her probation and is engaged. She felt she was on a different path and wanted a chance to get her license.

Rasmussen suggested the committee delay action on Winfory's license to the next meeting to give her more time to provide any evidence of rehabilitation. Nathan Miller noted the second page of the denial letter sent to her listed the evidence of rehabilitation. Rasmussen noted she should provide any evidence to the Police Chief before the next meeting for consideration.

Rasmussen stated there is a special event application for "Hauntingly Chill" on Saturday, October 29, 2022, which is a collaboration between Matt's 101 Pub and Chatterbox. She summarized it is to be a block party with street closure on Elm Street between their two businesses and a request for privileges of alcohol on the street.

Miller explained the issue is that although they can grant temporary extensions of premises for various bars, Wisconsin law does not permit the carrying inside of alcohol from one premise to another. There are two separate premises involved here and we can't ensure beverages aren't going back and forth.

Dan Maas, Chatterbox, explained it wasn't actually a block party, but it was more of a pub crawl between the four bars in the neighborhood, and we were just trying to provide a safer crossing on Elm Street between 101 Pub and Chatterbox. The intention was to allow them to cross the street between 101 Pub and Chatterbox with their cup, so people aren't slamming their drinks first. It is a timed event with one hour at each establishment. They did not intend to serve outside in the street. (The other two bars are (Callon Street Pub and LT Club.) He noted it is a charitable event which asks you to bring a non-perishable food item to contribute.

Miller reiterated that drinks purchased inside the premise would have to be consumed there and could not be carried over and into another premise. Discussion was that the event could be approved to close the street but that it was too late to find a way to work this out regarding alcohol outside the premise. *Discussion continued.*

Motion by Diny, second by Larson to approve the event contingent upon receipt of application to temporarily extend premise outdoors. Motion carried 5-0. (**NOTE: Special Event was subsequently cancelled.**)

Motion by Henke, second by Diny to approve licenses, with the exception of Charrish Winfory to be delayed to the next meeting. Motion carried 5-0.

## ***CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE***

**October 24, 2022 Meeting**

### **AGENDA ITEM # 2**

---

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

### **ADDITIONAL INFORMATION**

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

1. **Denial Recommendations – Operators License:** 1) **Charrish Winfory** – Possession with intent – cocaine felony conviction in 2012. Habitual criminality theft conviction in 2017.
2. **Temporary Class B Retailer (Picnic) Licenses:** Wausau River District is holding a Beer Walk called “Ale Trail” in conjunction with Small Business Saturday, on November 26, 2022. This special event was previously approved by committee. The applications listed are for the participating businesses in the Beer Walk.
3. **Class II Special Event application.** “Hauntingly Chill” on Saturday, October 29, 2022, Organizers: Matt’s 101 Pub and Chatterbox. Block party on Elm Street between the two businesses. May be questions regarding alcohol on the street.

**Note:** Links to the Special Events applications will be emailed to the committee.

### **STAFF RECOMMENDATION**

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Approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Mary Goede, Deputy Clerk

Date of Report: October 20, 2022

(715) 261-6621



## PHS Date 10/24/2022

| License ID | License Typ                                | Name                   | Address                                               | Details                                                                                   | Business                              | Begin Dt   | End Dt     | Police | PHS | Council |
|------------|--------------------------------------------|------------------------|-------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------|------------|------------|--------|-----|---------|
| 167036     | 9020 - Public Transport Driver Renewal     | KVATEK, ROBERT         | 1302 N 4TH ST<br>WAUSAU WI<br>54403                   |                                                                                           | NORTHWOODS CAB                        | 09/26/2022 | 06/30/2023 | Yes    | Yes |         |
| 171230     | 9027 - Class II                            | ,                      | 226020<br>DEERTAIL LN<br>WAUSAU WI<br>54401           | HAUNTINGLY<br>CHILL on<br>10/29/22<br>Organized by<br>MATT'S 101<br>PUB AND<br>CHATTERBOX |                                       |            |            |        | Yes | Yes     |
| 171200     | 9069 - Temporary Class B Retailer (Picnic) | ,                      | 200<br>WASHINGTON<br>ST STE 120<br>WAUSAU WI<br>54403 |                                                                                           | WAUSAU AREA<br>CHAMBER OF<br>COMMERCE |            |            |        | Yes |         |
| 171431     | 9069 - Temporary Class B Retailer (Picnic) | OPAL-WAHOSKE,<br>BLAKE | 316 SCOTT ST<br>WAUSAU WI<br>54403                    |                                                                                           | WAUSAU RIVER<br>DISTRICT              |            |            |        | Yes |         |
| 171432     | 9069 - Temporary Class B Retailer (Picnic) | OPAL-WAHOSKE,<br>BLAKE | 316 SCOTT ST<br>WAUSAU WI<br>54403                    |                                                                                           | WAUSAU RIVER<br>DISTRICT              |            |            |        | Yes |         |
| 171434     | 9069 - Temporary Class B Retailer (Picnic) | OPAL-WAHOSKE,<br>BLAKE | 316 SCOTT ST<br>WAUSAU WI<br>54403                    |                                                                                           | WAUSAU RIVER<br>DISTRICT              |            |            |        | Yes |         |
| 171436     | 9069 - Temporary Class B Retailer (Picnic) | OPAL-WAHOSKE,<br>BLAKE | 316 SCOTT ST<br>WAUSAU WI<br>54403                    |                                                                                           | WAUSAU RIVER<br>DISTRICT              |            |            |        | Yes |         |
| 171437     | 9069 - Temporary Class B Retailer (Picnic) | OPAL-WAHOSKE,<br>BLAKE | 316 SCOTT ST<br>WAUSAU WI<br>54403                    |                                                                                           | WAUSAU RIVER<br>DISTRICT              |            |            |        | Yes |         |
| 171438     | 9069 - Temporary Class B Retailer (Picnic) | OPAL-WAHOSKE,<br>BLAKE | 316 SCOTT ST<br>WAUSAU WI<br>54403                    |                                                                                           | WAUSAU RIVER<br>DISTRICT              |            |            |        | Yes |         |
| 171439     | 9069 - Temporary Class B Retailer (Picnic) | OPAL-WAHOSKE,<br>BLAKE | 316 SCOTT ST<br>WAUSAU WI<br>54403                    |                                                                                           | WAUSAU RIVER<br>DISTRICT              |            |            |        | Yes |         |
| 171440     | 9069 - Temporary Class B Retailer (Picnic) | OPAL-WAHOSKE,<br>BLAKE | 316 SCOTT ST<br>WAUSAU WI<br>54403                    |                                                                                           | WAUSAU RIVER<br>DISTRICT              |            |            |        | Yes |         |



## PHS Date 10/24/2022

| License ID | License Typ                                | Name                | Address                               | Details | Business              | Begin Dt   | End Dt     | Police | PHS | Council |
|------------|--------------------------------------------|---------------------|---------------------------------------|---------|-----------------------|------------|------------|--------|-----|---------|
| 171441     | 9069 - Temporary Class B Retailer (Picnic) | OPAL-WAHOSKE, BLAKE | 903 FRANKLIN ST WAUSAU WI 54403       |         | WAUSAU RIVER DISTRICT |            |            |        | Yes |         |
| 171611     | 9069 - Temporary Class B Retailer (Picnic) | OPAL-WAHOSKE, BLAKE | 316 SCOTT ST WAUSAU WI 54403          |         | WAUSAU RIVER DISTRICT |            |            |        | Yes |         |
| 171151     | 9080 - Public Transport Driver New         | RAUSCH, BONNIE      | 120 GRAND AVE APT 207 WAUSAU WI 54403 |         | NORTHWOODS CAB        | 09/27/2022 | 06/30/2023 | Yes    | Yes |         |

Total Licenses

13

**ORDINANCE OF THE WAUSAU WATERWORKS COMMISSION**

Amending Section 3.24.100 Connection fee for sanitary sewer and water main improvements.

Committee Action: Approved 5-0

**Ordinance Number:**

Fiscal Impact: None

**File Number:** 86-0818**Date Introduced:** November 15, 2022**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                            |                                                          |                                        |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                 | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                     | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                    | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                       | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                     | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                       | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i> |                                                          |                                        |

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

Add (        )

Delete (———)

Section 1. That Section 3.24.100 Connection fee for sanitary sewer and water main improvements, is hereby amended to read as follows:

3.24.100 Connection fee for sanitary sewer and water main improvements.

(a) When a property is benefited by connecting private service laterals to a sanitary . . .

(cm) Service connection by another municipality for treatment of raw sewage by the city. The city may allow another municipality, that owns and maintains its own sanitary sewer collection system, to connect to the city's collection system for treatment of their raw sewage. Connection shall be upon approval of the Common Council and the Wausau Waterworks Commission as follows:

(1) A connection fee shall be calculated in accordance with the provisions of this section and which is based upon the number of residential and non-residential

properties that will utilize the city's system at the time of connection. Such connection fee shall be paid in accordance with the provisions of subsection (d).

(2) The city and connecting municipality shall enter into a treatment of Raw Sewage Contract, approved by the Wausau Water Works Commission and the Common Council, which will establish costs, fees and other terms and conditions related to the use of the city's sanitary sewer system and whether and on what terms any additional flow may be accepted by the city.

(3) The city shall have no obligation to serve any property or municipality outside of the corporate limits of the city.

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

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

Adopted:  
Approved:  
Published:  
Attest:

Approved:

---

Katie Rosenberg, Mayor

Attest:

---

Kaitlyn Bernarde, Clerk





## **Minutes of November 1<sup>st</sup>, 2022**

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on Tuesday, November 1<sup>st</sup>, 2022. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on October 31<sup>st</sup> 2022.

Members Present: President Rosenberg, Commissioners Herbst, Force, Gehin, Robinson  
Others Present: Eric Lindman, Scott Boers, Ben Brooks, Anne Jacobson, Matt Bednarski/ CDM Smith, Amrou Atassi/CDM Smith, Stephen Opatik/ Becher-Hoppe, Susan Wojtkiewicz/Donohue  
Via WebEx: 7154\*\*\*\*81

### **6) Discussion and Possible Action Amending WMC 3.24 Special Assessments, Water and Sewer Connection fees.**

Lindman began that the Village of Maine was looking at alternatives for their wastewater of either updating their facility or if it could be carried over to their neighboring community and approached us requesting for the potential fees. In looking at the ordinance, we have connection fees written for individual homes so there's criteria and calculation but nothing that addressed the connection of a municipality. They are all residential at this point so proposed changes specifically addresses if a municipality wanted to connect and we would run the calculations based on the changes. This was written with the attorney's office and consultation from the staff.

Force motioned to approve. Seconded by Robinson.

Motion carried 5-0.

NOTICE OF PUBLIC HEARING CITY OF WAUSAU 2023 BUDGET

A public hearing on the City of Wausau 2023 budget is scheduled for Tuesday November 15, 2022 at 6:30PM in City Hall Council Chambers at 407 Grant Street, Wausau WI. The budget may be viewed at the Clerk/Customer Service Office from 8:00AM to 4:30PM Monday through Friday or on the City of Wausau's Web Site [www.ci.wausau.wi.us](http://www.ci.wausau.wi.us). Below is a summary of the Proposed 2023 Budget.

|                                                  | 2022<br>ADOPTED<br>BUDGET | 2022 MODIFIED<br>BUDGET | ACTUAL 9/30/2022 | 2022<br>ESTIMATED<br>ACTUAL | 2023 PROPOSED<br>BUDGET | DOLLAR<br>CHANGE | % CHANGE |
|--------------------------------------------------|---------------------------|-------------------------|------------------|-----------------------------|-------------------------|------------------|----------|
| GENERAL FUND                                     |                           |                         |                  |                             |                         |                  |          |
| GENERAL FUND REVENUES                            |                           |                         |                  |                             |                         |                  |          |
| General Property Tax Levy                        | \$21,167,861              | \$21,167,861            | \$21,167,861     | \$21,167,861                | \$22,220,541            | \$1,052,680      | 4.97%    |
| Other Taxes                                      | 198,500                   | 198,500                 | 158,929          | 255,265                     | 265,265                 | 66,765           | 33.63%   |
| Intergovernmental Grants & Aids                  | 9,602,401                 | 9,602,401               | 5,000,804        | 9,368,992                   | 9,695,961               | 93,560           | 0.97%    |
| Licenses & Permits                               | 789,728                   | 789,728                 | 894,641          | 936,218                     | 733,985                 | (55,743)         | -7.06%   |
| Fines, Forfeitures and Penalties                 | 341,030                   | 341,030                 | 414,556          | 510,186                     | 378,000                 | 36,970           | 10.84%   |
| Public Charges for Services                      | 2,385,129                 | 2,385,129               | 1,884,469        | 2,562,991                   | 2,744,875               | 359,746          | 15.08%   |
| Intergovernmental Charges for Services           | 1,069,612                 | 1,069,612               | 381,088          | 1,071,923                   | 1,046,938               | (22,674)         | -2.12%   |
| Miscellaneous Revenues                           | 494,758                   | 494,758                 | 819,624          | 657,223                     | 1,055,579               | 560,821          | 113.35%  |
| Other Financing Sources                          | 1,906,355                 | 1,946,355               | 1,680,405        | 2,222,541                   | 2,221,355               | 315,000          | 16.52%   |
| TOTAL GENERAL FUND REVENUES                      | 37,955,374                | 37,995,374              | 32,402,377       | 38,753,200                  | 40,362,499              | 2,407,125        | 6.34%    |
| GENERAL FUND EXPENDITURES                        |                           |                         |                  |                             |                         |                  |          |
| General Government                               | 4,681,460                 | 5,498,365               | 4,187,540        | 5,321,070                   | 5,319,687               | 638,227          | 13.63%   |
| Public Safety                                    | 20,275,983                | 20,275,983              | 14,250,840       | 19,350,109                  | 21,431,889              | 1,155,906        | 5.70%    |
| Transportation/Public Works                      | 8,858,870                 | 8,896,226               | 5,876,544        | 8,347,217                   | 9,571,040               | 712,170          | 8.04%    |
| Sanitation, Health and Human Services            | 965,000                   | 965,000                 | 732,202          | 976,000                     | 996,000                 | 31,000           | 3.21%    |
| Parks, Recreation, Cultural and Education        | 3,174,061                 | 3,194,061               | 2,081,358        | 2,952,816                   | 3,343,883               | 169,822          | 5.35%    |
| TOTAL GENERAL FUND EXPENDITURES                  | 37,955,374                | 38,829,635              | 27,128,484       | 36,947,212                  | 40,662,499              | 2,707,125        | 7.13%    |
| Excess(Deficiency) of Revenues over Expenditures | -                         | (834,261)               | 5,273,893        | 1,805,988                   | (300,000)               |                  |          |
| Total Fund Balance, January 1                    | 15,683,918                | 15,683,918              |                  | 15,683,918                  | 17,489,906              |                  |          |
| Total Projected Fund Balance, December 31        | \$15,683,918              | \$14,849,657            |                  | \$17,489,906                | \$17,189,906            |                  |          |

| ALL FUNDS - SUMMARY             |              |                              |                                 |               |              |
|---------------------------------|--------------|------------------------------|---------------------------------|---------------|--------------|
|                                 | FUND BALANCE |                              | PROPOSED 2023 BUDGET            |               |              |
|                                 | 1/1/2022     | PROJECTED<br>12/31/2022      | GENERAL<br>PROPERTY TAX<br>LEVY | OTHER REVENUE | EXPENDITURES |
| Governmental Fund Types         |              |                              |                                 |               |              |
| General Fund                    | \$15,683,918 | \$17,489,906                 | \$22,220,541                    | \$18,141,958  | \$40,662,499 |
| Special Revenue Funds:          |              |                              |                                 |               |              |
| Community Development Fund      | 4,598,058    | 4,598,058                    | 325,000                         | 723,586       | 1,048,586    |
| Economic Development Fund       | 286,143      | 249,999                      |                                 | 7,082         | 10,082       |
| Environmental Clean Up Fund     | 1,410,362    | 1,232,239                    |                                 | 54,000        | 197,523      |
| Hazardous Materials Fund        | 254,424      | 152,224                      |                                 | 81,000        | 76,800       |
| Housing Stock Improvement Fund  | 374,662      | 379,662                      |                                 | 35,250        | 50,000       |
| Room Tax Fund                   | 326,991      | 432,646                      |                                 | 999,850       | 999,850      |
| Public Access Fund              | 52,026       | 43,701                       |                                 | 72,100        | 71,914       |
| Recycling Fund                  | (17,282)     | -                            | 664,868                         | 147,800       | 812,668      |
| EMS Grant Fund                  | 35,679       | 35,679                       |                                 | 11,000        | 11,000       |
| 400 Block/RiverLife Fund        | 207,570      | 192,622                      |                                 | 75,842        | 93,189       |
| Firefighter SAFER Grant Fund    | -            | -                            |                                 | 1,054,921     | 1,054,921    |
| American Rescue Plan Fund       | 1,173        | 55,000                       |                                 |               |              |
| Other Grant Funds               | 976,764      | 974,672                      |                                 |               |              |
| Debt Service Fund               | 703,397      | 488,995                      | 4,198,000                       | 7,308,429     | 11,689,676   |
| Capital Projects Funds:         |              |                              |                                 |               |              |
| Capital Projects Fund           | 696,334      | 415,922                      | 495,000                         | 8,968,490     | 9,463,490    |
| Capital Purchasing Fund         | 297,779      | 161,309                      | 614,554                         |               | 670,500      |
| Tax Increment District #3 Fund  | (1,505,668)  | (540,552)                    |                                 | 4,287,794     | 1,895,398    |
| Tax Increment District #6 Fund  | (1,003,253)  | (57,181)                     |                                 | 4,177,549     | 2,803,525    |
| Tax Increment District #7 Fund  | (1,186,438)  | -                            |                                 | 1,881,684     | 1,881,684    |
| Tax Increment District #8 Fund  | (766,843)    | (734,464)                    |                                 | 3,222,033     | 3,208,023    |
| Tax Increment District #9 Fund  | (224,964)    | (247,920)                    |                                 | 51,614        | 63,035       |
| Tax Increment District #10 Fund | 73,073       | 154,446                      |                                 | 518,685       | 456,179      |
| Tax Increment District #11 Fund | 222,532      | 242,502                      |                                 | 1,807,552     | 1,957,313    |
| Tax Increment District #12 Fund | (1,100,335)  | (1,375,071)                  |                                 | 5,845,054     | 6,606,744    |
| Internal Service Funds:         |              |                              |                                 |               |              |
| Motor Pool Fund                 | 10,414,345   | 8,031,776                    |                                 | 7,320,537     | 7,522,005    |
| Liability Insurance Fund        | 540,524      | 635,150                      |                                 | 951,916       | 920,805      |
| Benefits Fund                   | 1,357,069    | 1,346,415                    |                                 | 6,692,236     | 6,702,824    |
| Enterprise Funds:               |              |                              |                                 |               |              |
| Water Utility Fund              | 39,819,967   | 39,510,119                   |                                 | 7,817,600     | 11,146,574   |
| Sewer Utility Fund              | 47,475,130   | 47,928,579                   |                                 | 10,665,080    | 11,301,931   |
| MetroRide Fund                  | 3,739,839    | 3,738,839                    | 889,892                         | 3,504,340     | 4,394,232    |
| Parking Fund                    | 16,401,498   | 15,567,131                   | 297,034                         | 557,750       | 971,543      |
| Airport Fund                    | 1,557,253    | 1,432,714                    | 216,336                         | 158,000       | 369,336      |
| Animal Control Fund             | 85,294       | 85,243                       | 59,693                          | 173,210       | 238,188      |
| Total All Funds                 |              |                              | 29,980,918                      | 97,313,942    | 129,352,037  |
|                                 |              | Total 2022 Property Tax Levy | 28,556,943                      |               |              |
|                                 |              | Increase                     | 1,423,975                       |               |              |
|                                 |              | Percent Increase             | 4.986%                          |               |              |

|                                           |  |                              |
|-------------------------------------------|--|------------------------------|
| SCHEDULE OF INDEBTEDNESS                  |  |                              |
|                                           |  | 12/31/2022                   |
|                                           |  | Outstanding or<br>Authorized |
| General Obligation Debt                   |  |                              |
| General Obligation Bonds                  |  | \$38,965,000                 |
| General Obligation Notes                  |  | 29,280,000                   |
| Foundation Loans                          |  | 1,609,779                    |
| Total General Obligation Debt Outstanding |  | \$69,854,779                 |
| Revenue Bond Debt                         |  | \$14,755,000                 |
| Clean Water Fund                          |  | 89,923,286                   |
| Safe Drinking Water Fund                  |  | 44,756,287                   |
|                                           |  | \$149,434,573                |

PROPOSED DUE TO NEW OR DISCONTINUED ACTIVITIES AND PROGRAMS

New FTE's - 9 firefighters hired through the SAFER Grant, 1 Fleet Analyst and 1 Mechanic in the Motor Pool Fund.

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

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

Amending Section 2.82.055 of the *Wausau Municipal Code* to include the designation of the John Marshall School, 1918 Lamont Street, as a Local Historic Landmark.

Committee Action: Hist: Approved 5-1  
Plan: Approved 6-0

**Ordinance Number:**

Fiscal Impact: None

**File Number:** 22-1006

**Date Introduced:** October 11, 2022 (Tabled)

**Date Re-Introduced:** November 15, 2022

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

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

Add (Red Text)

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

(33) John Marshall School, 1918 Lamont Street, PIN: 291298070130041

KLINE BROS ACRE LOTS LOTS 9 THRU 12 & 29 THRU 32

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

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

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

Adopted:  
Approved:  
Published:  
Attest:

Approved:

---

Katie Rosenberg, Mayor

Attest:

---

Kaitlyn Bernarde, City Clerk

## HISTORIC PRESERVATION COMMISSION

---

Time and Date: Wednesday, January 26, 2022 at 5:30 p.m. in the Council Chambers of Wausau City Hall  
Members Present: Linda Tryczak, Kevin Crooks; *By WebEx*: Debra Ryan, Christine Martens, Steve Miller, Brian Mason  
Members Not Present: Mary Forer, David Oberbeck, Patrick Bacher  
Others Present: Brad Lenz, Melissa Engen; *By WebEx*: Bob Tess

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

Tryczak called the meeting to order at approximately 5:30 p.m. stating that a quorum was present.

### **PUBLIC HEARING: Designating John Marshall School (1918 Lamont Street) as an historic landmark.**

---

Bob Tess, Wausau School District, said that he is present to listen and learn the direction that the commission would like to go.

Ryan said that she lives on the west side and has never been in the school. Ryan said that she reached out to Diana White who stated that a tour could be arranged in the future.

Miller said that he went over the background of the school at the October 27<sup>th</sup> meeting. The school was built in 1922 and there have been numerous additions. The school will be turning 100 years in 2022 and celebrations will be occurring. This will preserve the integrity.

Tryczak states that this item will go to Plan Commission and Common Council for review it is approved.

Mason asked for information about the referendum and how it will affect John Marshall School. Tess stated that they are still working on the plans and details. A website is being launched that will have some information. The updates to the school will only be to update the safety and security. Tess also said that a tour can be arranged. The changes to the building will not include the exterior of the building.

Tryczak said that additions were completed in 1947 and 2000. Miller stated that there were more additions that are not listed. Tess stated that Larry Cihlar would have more information on additions. The commission discussed the architectural design.

Miller motioned to designated 1918 Lamont Street as an historic landmark. Crooks seconded, and the motion carried 5-1. Ryan voted against the motion due to not having enough information.

## PLAN COMMISSION

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Time and Date: The Plan Commission met on Wednesday, February 17, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Tom Neal, George Bornemann, Bruce Bohlken, Andrew Brueggeman; *By WebEx*: Pat Peckham

Others Present: Brad Lenz, Sam Wessel, William Hebert, Brian Stahl, Melissa Engen, Thomas Brown, Gary Gisselman, Jonathan Creisher, Christine Martens, Larry Nigbur, Brian Davies

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

Mayor Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

### **Discussion and possible action on designating John Marshall School (1918 Lamont Street) as an historic landmark.**

---

Mayor Rosenberg stated that public comments would be allowed on this item.

Lenz stated that this item comes from the Historic Preservation Commission to designate John Marshall School as a local landmark. The Historic Preservation Commission felt the school should be landmarked. A public hearing was held. The Wausau School District is not in favor of the designating the school as an historic landmark.

Thomas Brown, 715 North 5<sup>th</sup> Avenue, said that it is too early to designate the school as an historic landmark. Brown urged the committee to vote against this item and work with the Wausau School Board.

Gary Gisselman, 319 Park Avenue, said he is present to urge the commission to landmark the school and the criteria has been met. The school has been a key part to the neighborhood for the last 100 years. This has been a community center. When the school was built in 1922, the area was full of vacant lots. Gisselman said that Grant School is now landmarked and was also a key part of that neighborhood.

Jonathan Creisher, 151008 Juniper Lane, said that he is on the Wausau School Board and stated that this designation will handcuff the school district to what can be done with this building. There are higher costs to renovate a building than to tear down and build a new one. The demographics in the area are shifting. There is a lot of change ahead and this will limit the school district's options.

Christine Martens, 1228 Arthur Street and member of the Historic Preservation Commission, said that this year will be the 100<sup>th</sup> anniversary for the school. Martens said that the commission wanted to get in front of this instead of behind, which is what happened with Grant School. The time to landmark it is now.

Neal motioned to designated John Marshall School as an historic landmark. The motion died due to a lack of a second.

Peckham moved to table the designation six months so that Wausau School Board has time to evaluate the buildings. Bornemann seconded.

Neal said that there has been a lot of loss of historic structures in this small town. When building is gone, it is gone and there needs to be a proactive stance. Now is the time, otherwise we are going down the road and going loose the heritage.

Mayor Rosenberg thanked Alderperson Peckham for the motion and is it is always best to work collaboratively with the school. Mayor Rosenberg said that she grew up in this neighborhood and the school is a big part of it. There is a lot of passion but working with the school district is the right thing to do.

Bornemann said that he is reluctant to force this onto another elected body. Bornemann said that he supports the motion to table the item for six months.

Brueggeman said that looks back fondly at the school but it is difficult to force the landmarking on the school district. The City needs to be more collaborative with the school district. It is preemptive and not neighborly.

Peckham stated that this is a sound idea and this would give the school district a fair shot.

The motion carried 4-3 by roll-call vote. Brueggeman, Neal and Lindman voted against the motion.

## PLAN COMMISSION

---

Time and Date: The Plan Commission met on Tuesday, September 20, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Sarah Watson, Dawn Herbst, Bruce Bohlken, Andrew Brueggeman, George Bornemann. Eric Lindman (arrived at 5:01 p.m.)

Others Present: Brad Lenz, William Hebert, Andrew Lynch, Melissa Engen, Steven Severson, Brandan Benzing, Ruth Macak, Derek Nelson, Diane Nutter, Brittany Haugen, Steve Miller

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

Bruce Bohlken called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

### **Discussion and possible action on designating John Marshall School (1918 Lamont Street) as an historic landmark.**

Lenz said that this item was from February. Staff recommends approval based on the criteria listed in the staff report. The Historic Preservation Commission reached out to the Wausau School District. A tour of the school was held earlier in the summer.

Watson motioned to designate John Marshall school as an historic landmark. Herbst seconded.

Steve Miller, 4006 Briarwood Avenue, said that he was hired through the school district in 1982 and was a teacher and principal for 16 years. This is a multi-generational neighborhood. Miller said that he has had numerous conversations with alderpersons, mayors, teachers and others who offered support. This will honor the school's longevity.

Lenz added that an email response was received from the school district stating that the landmarking would reduce options available to the school district.

Brueggeman said that he hoped that there would have been a collaboration. Bohlken added that this would only effect the changes in the façade.

The motion carried unanimously 6-0.





## Memorandum

From: Brad Lenz  
To: Plan Commission  
Date: February 9, 2022  
Subject: John Marshall School - Historic Landmark Designation

The Historic Preservation Commission held a public hearing last month for the designation of John Marshall School as a local historic landmark. The minutes from the meeting are attached to this memo, along with some information about the building. The commission found the building to be historically significant and recommended moving forward with the landmark designation.

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

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

Based on these criteria, staff recommends Plan Commission approval of the landmark designation. The area around John Marshall school has been built out for many years, largely with single-family homes. That is not expected to change in the near future, i.e., there is not a redevelopment plan for the immediate area. The comprehensive plan acknowledges the value of preserving the city's history. Also, Wausau's municipal code (2.82.010) states that it is a matter of public policy that the protection, enhancement, perpetuation and use of buildings of special architectural character or special historical interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people.

# John Marshall School History .

John Marshall School's rich history spans a period of seventy years. It began when a large tract of land, which includes the present site of John Marshall School, was annexed from the town of Weston to the city of Wausau in 1920. With an eye to the future, the Wausau School District had already purchased a portion of this land in 1919 for a school site.

A school was built on this site in 1922 at a cost of \$107,950. The new school had four classrooms, a gym and a ground floor maintenance plant. The new John Marshall School boasted a student body of 23 and had one full-time teacher and a teacher-principal. A year later the student population had grown to 97.

The school was named for perhaps the United States greatest jurist, John Marshall, who in 1801 became Chief Justice of the Supreme Court. He established the Supreme Court's power to interpret the constitution.

In 1923 the John Marshall Community Club was founded. This group was an organization similar to a Parent Teacher Organization but also included other interested people from the community. Club meetings usually began with a community sing, followed by a speaker. The evening would often end with dancing. The records from the first year of the John Marshall Community Club show they held a February Masked Ball, bought a basketball, set up a health room, bought curtains for the stage (which had spaces local business firms could rent for display of advertisements), had a fair, played cards and had talks on community health concerns. In 1926 the Community Club bought a bust of John Marshall for the school. That year they also discussed an issue that has been brought up many times since then, should the School Board or the Community Club be responsible for purchasing playground equipment? No resolution was noted in the records.

Leo Crooks, an early Community Club president, was the originator of "Stunt Night." Each room in the school was responsible for a "stunt" and the performance raised money for club activities. Stunt Night grew into a city-wide production with all city schools participating. It was a special annual community event until the early 1970's.

In 1930 John Marshall School needed its first addition. A south wing added four classrooms and a kitchen.

During the Great Depression in 1934 the Community Club requested a crossing guard for Grand Avenue and bought basketballs and sweatshirts for the basketball team. Since these were hard times, the Community Club also answered the need to help pay for milk for lower grade students who couldn't afford it. That year, in addition to Stunt Night, a musical pageant was performed by the children. At the end of 1935, the treasury had a balance of \$34.87.

The School was enlarged again in 1947. The north wing was added at a cost

of \$97,000. Four classrooms, a shop and a boiler room were added. Student enrollment was now at 260 and the school staff totaled 11 teachers.

By 1954 the K-6 elementary school was again bursting at the seams, with 500 students and a staff of 16 teachers. This growth prompted the addition of six classrooms and office space on the south of the building at a cost of \$240,000.

In 1956 the PTO- Community Club budget included money for playground improvement, girl and boy scouts, safety patrol, an opaque projector, and phonograph records for the skating rink.

In 1971 two classrooms in the school were remodeled and became the new library or instructional materials center (IMC). The school then had a student body of 300 and a staff of 14.5 teachers. Ten volunteer instructional aides helped in the classroom and 23 mother volunteers helped in the IMC.

Currently in January 1991 John Marshall School has 450 students enrolled in kindergarten through grade six. These students are taught by 18.5 regular classroom teachers. They also receive instruction from specialists in art, physical education, library, and music. Other support services are provided on a part time basis by a school social worker, a school psychologist, and a speech/language clinician. John Marshall also provides services for students with learning disabilities, houses the district program for K-6 students with emotional disabilities, and has a district program for phonologically impaired early childhood students.

In early 1991 we are nearing completion of the most recent addition to John Marshall School. A wing added to the west of the school has provided four classroom spaces, four small group instructional spaces, a kitchen facility, a gymnasium, locker rooms, storage space, receiving/custodial space and a storage warming facility for outdoor recreational use. During the past year a renovation plan for the existing building was developed and the first phase was implemented. This included the complete removal and replacement of the heating and air handling systems throughout the existing building. The entire electrical system with the exception of classroom lighting was removed and replaced. The plumbing system was removed and replaced in the 1922, 1930, and 1947 sections of the building and restrooms in these areas were completely renovated. Asbestos was removed throughout the building. The building was brought up to current code standards with the installation of fire rated stairwell enclosures, smoke alarms, and a new fire alarm system. A hallway was opened up on the ground floor level and outside doors installed in the multipurpose room to provide needed exit routes from this level. Improvements were also begun on the clock and communications system throughout the building.

With it's expanded and renovated facility, John Marshall School can now better meet the diverse needs of its large student body into the 21st century.



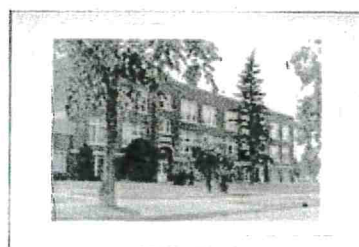
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## PROPERTY RECORD

# 1918 LAMONT ST

## Architecture and History Inventory

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## NAMES

Historic Name: **John Marshall School**

Other Name: \_\_\_\_\_

Contributing: \_\_\_\_\_

Reference Number: **51037**

## PROPERTY LOCATION

Location (Address): **1918 LAMONT ST**

County: **Marathon**

City: **Wausau**

Township/Village: \_\_\_\_\_

Unincorporated Community: \_\_\_\_\_

Town: \_\_\_\_\_

Range:

Direction:

Section:

Quarter Section:

Quarter/Quarter Section:

## PROPERTY FEATURES

Year Built: **1922**

Additions: **1947 2000**

Survey Date: **19832017**

Historic Use: **elementary, middle, jr.high, or high**

Architectural Style: **Collegiate Gothic**

Structural System:

Wall Material: **Brick**

Architect: **Parkinson and Dockendorff**

Other Buildings On Site:

Demolished?: **No**

Demolished Date:

## DESIGNATIONS

## NOTES

**Additional Information:** Herman Duern was contractor.

1947 addition by Oppenhamer & Obel. 2000 addition by SDS Architects, Eau Claire.

**Bibliographic References:** (A) City Directory, 1922. In Aucutt, Hettinga and Jansen, "Wausau Beautiful" (2nd ed., 2010), 203.

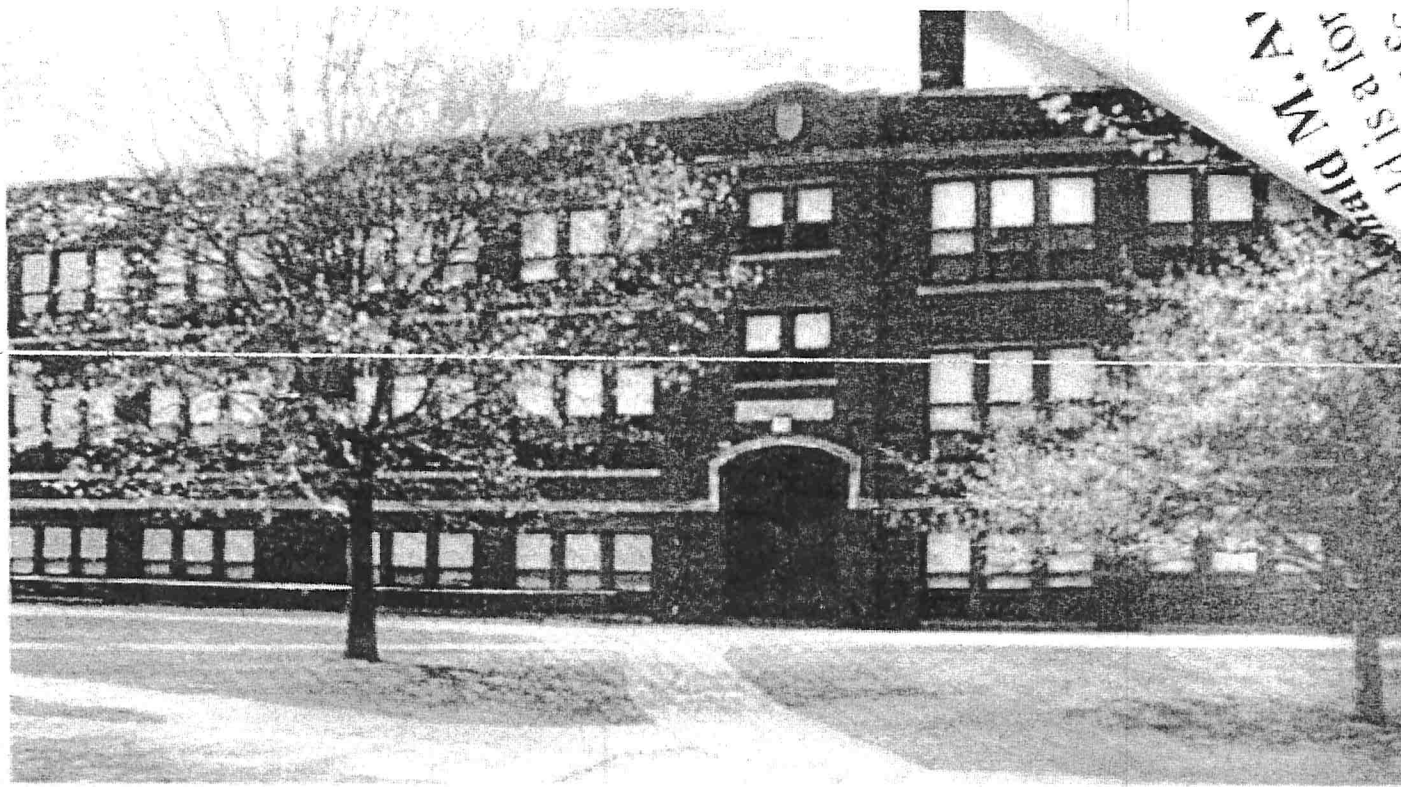
## RECORD LOCATION

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

## Have Questions?

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





*John Marshall Elementary School. DMA.*

**24. John Marshall Elementary School**, 1918 Lamont Street, 1922, additions in 1947, 2000. La Crosse architects **Bernard Dockendorff** and **A.E. Parkinson** designed this school. Dockendorff, a La Crosse native who studied at the Technicum in Darmstadt, Germany, at the end of the 19th century and Parkinson, a native of England trained by his father, did more than 150 schools and 800 public buildings altogether. John Marshall school is in the collegiate style favored for schools around Wisconsin and the country early in the 20th century. The school is named for a the U.S. Supreme Court justice. Additions were by **Oppenhamer and Obel** in 1947 and **SDS Architects**, Eau Claire, in 2000.



# WAUSAU SCHOOL DISTRICT

## Board of Education

415 Seymour Street • P.O. Box 359 • Wausau, WI 54402-0359 • 715-261-0505 • Fax 715-261-2503 • [www.wausauschools.org](http://www.wausauschools.org)

To: Wausau City Council and Mayor Rosenberg  
Re: Wausau School Board Position Statement Re: John Marshall Historic Status  
Date: October 3, 2022

Dear Mayor Rosenberg and City Council Members:

The Wausau School Board has been aware of an ongoing interest by the Historic Preservation Commission and the City of Wausau Plan Commission to designate John Marshall Elementary School as a local historic landmark. Please accept this letter reaffirming our continued request to not designate John Marshall Elementary School as a historic landmark.

John Marshall has an outstanding staff providing an excellent education to its students. However, the facility is not equal to many others in our district. As part of our district-wide study of our elementary buildings, we identified over \$7.4 million of maintenance, improvements, and upgrades needed at John Marshall. This figure would likely be higher today if updated for inflation.

We are also in the middle of our discussions about the long-term facility plan for the entire district. Specifically, the District is engaging in conversations with staff and community members about whether some schools should be closed or merged in order for the District to improve service to students, families, and staff while, at the same time, becoming more efficient. These conversations have not been resolved and so the reason for the request to table the topic still exists.

The District has not been idle during these past six months. We first had a need to engage with the community in a dialogue that led to the recent passing of a \$120 million referendum. Once that work was complete, the Board created two subcommittees of staff and community members to explore the feasibility of a district restructuring. Those two committees met for three months over the summer; a total of eight times, to explore options and determine the viability of such an extensive change. Seeing potential in a possible change, the District has now actively engaged our staff in a conversation about this topic. No decisions have been made with regard to the elementary schools, including John Marshall. However, three options have often emerged:

- 1) Invest over \$7.4 million (higher now) to improve the facility;
- 2) Close the school and consolidate the students into other schools; or
- 3) Replace the building with a new modern building.



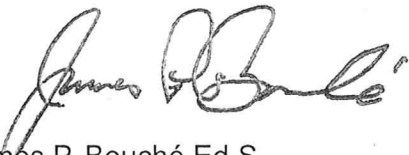
Our understanding is that if the City designates John Marshall as a historic landmark, the City removes the option of a new building. Thus, we continue to request it not be designated as such and to instead allow the Wausau School District to determine its district-wide plan, including the future of John Marshall.

We appreciate the City Council's recognition of the time required to explore a tremendously important topic such as restructuring an entire school district serving over 8,000 students and employing 1,200 people. The Wausau School Board respectfully requests that the City Council deny the request to designate John Marshall as an historic landmark.

During the September 20, 2022 Plan Commission meeting, the Wausau City Planner, Mr. Brad Lenz, made an important comment. He pointed out the criteria for a decision to designate an historic landmark "boils down to the public interest" and not necessarily the historic interest. It is not in the public's best interest to limit the District's options for John Marshall Elementary School to its current appearance as outlined in the City's municipal code, chapter 2.82 HISTORIC PRESERVATION COMMISSION. The public would be better served by exploring all district options to improve service to students, families, and staff while becoming more efficient in its delivery of services. The educational value of the school to its students, staff and families must take precedence over the historic value to passersby.

We look forward to an in person conversation about this topic with whomever you deem appropriate.

On behalf of the Wausau School District School Board,

A handwritten signature in dark ink, appearing to read "James P. Bouché". The signature is fluid and cursive, with the first name "James" and last name "Bouché" clearly distinguishable.

James P. Bouché Ed.S.  
Board President



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

**RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE**

Approving the proposal submitted by Commonwealth Development Corporation for the development of affordable housing at 700, 804, 810, 814 and 816 Grand Ave and a Planning Option Agreement with Commonwealth Development Corporation

Committee Action:      Approved 5-0

Fiscal Impact:

**File Number:**              22-1104

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, from 2005 to 2009, the City purchased four residential homes and a commercial building at 700, 804, 810, 814 and 816 Grand Ave to be combined into this larger purchase that is being offered for development at the intersection of East Thomas Street and Grand Avenue; and

**WHEREAS**, your Economic Development Committee approved the release of a Request for Proposals (RFP) seeking proposals aimed at offering affordable housing on August 23, 2002, with proposals due September 29, 2022; four responses were received, from Gorman & Company, Commonwealth Development Corporation, Horizon Development Group & Northernstar Companies, and General Capital Group & Danna Capital.; and

**WHEREAS**, your Economic Development Committee met on October 4 and October 17, 2022, to review proposals & presentations from all developers who responded to the RFP and on October 17th, recommended to Council the approval of Commonwealth Development Corporation proposal to build a 50-unit, high quality, affordable housing complex;

**WHEREAS**, Commonwealth Development Corporation (“Developer”) has requested to secure the site for access to conduct due diligence activities over a 12-month planning period, by the conclusion of which Developer shall notice City of its intent to proceed to negotiate the terms of a development agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau hereby approves the proposal of Commonwealth Development Corporation for the redevelopment of the property located at 700, 804, 810, 814 and 816 Grand Ave, and further, approves the Planning Option Agreement as attached, and instructs appropriate City staff to execute a letter awarding the Request for Proposal to Commonwealth Development Corporation, along with the Planning Option Agreement.

Approved:

---

Katie Rosenberg, Mayor

# MINUTES

## Economic Development Committee Meeting

---

*Date / time* Monday, October 17, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:16 P.M.

---

### In Attendance

---

Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Liz Brodek, Randy Fifrick, Shannon Graff, MaryAnne Groat, Mayor Rosenberg, Atty. Anne Jacobson, Scott Kwiecinski (Horizon Development), Tyler Sheeran (Commonwealth), Luke Samalya (Danna Capital) and Jackson Lindsay (General Capital Group), Trent Claybaugh (Gorman & Company, LLC)

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

---

**Agenda Item 11 – CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to review and recommendation of 700 Grand RFP responses, and continuation of negotiations on First Amendment to Development Agreement with RRJ Elm Properties, LLC for Bantr at 1520 Elm St. (formerly referred to as 201 N 17th Ave.).

---

*Motioned by Rasmussen, seconded by Kilian to move into closed session.*

**Roll call vote Approved Unanimously 5-0.**

---

**Agenda Item 12 – RECONVENE** into Open Session to take action on Closed Session items, as necessary

---

*Rasmussen motioned to select the project presented by Commonwealth Companies and direct staff to move forward with the appropriate negotiations. Seconded by Henke.*

**Approved Unanimously 5-0**

To: Wausau City Council

From: Randy Fifrick, Economic Development Manager

Date: November 8, 2022

Re: Selection of Commonwealth Development for  
700 Grand Ave Sites Redevelopment

---



The past August, the City of Wausau released a Request for Proposals (RFP) for development of the 700 Grand Ave Sites south of the City's Downtown. The City requested developers propose projects that would focus on bringing affordable housing to the area.

The City received four high quality proposals for the properties. All developers attended the October 4th and October 17th Committee Meetings. At those meetings they provided a presentation on their project and answered questions from the Committee. Staff has also provided summaries of each project.

The Committee ultimately selected Commonwealth Development. [Commonwealth Development](#) proposed a four-story, 50-unit affordable housing development comprised of mid-rise style apartments with 67 parking spaces on site. The project will have one, two, and three-bedroom units serving individuals and families.

Since the Committee made their selection, a couple of items have come to light on the project site. There has been concern about how the City will finance the project as there was conversation about the public financing gap coming out of TID #8. TID #8 is not within the half-mile radius of the project site. TID #8 not being in the radius means that's one less potential source of funding for the public gap on this project. However, we do still have several options. The project site is within the half-mile radius of TID #12, that's a possible funding source. We can consider utilizing City ARPA funding. Also, State Statutes allow the City to keep a TID open for one year after the closure date to collect one-year of additional increment which can only be used affordable housing, and that's a possible option as well. We have options available and can formulate a plan when we know more about when they will need the project funding.

Also, in our internal bi-weekly Development Team meeting, it was pointed out that there are older storm sewer and water infrastructure on the northern portion of the project site that will likely require relocation. We are working with Public Works and Engineering on possible solutions, and this will likely mean additional funds required to develop the site.



**City of Wausau, WI  
Request for Proposal  
Development of  
700 Grand Ave**

**Submitted by:  
Commonwealth Development Corp. of  
America  
Tyler Sheeran, Development Associate  
7447 University Avenue, Suite 210  
Middleton, WI 53562  
608-556-2939  
[t.sheeran@commonwealthco.net](mailto:t.sheeran@commonwealthco.net)**



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**Tab 2. Executive Summary**

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**Tab 4. Renderings**

**Tab 5. Proposed Purchase Price**

**Tab 6. Estimated Construction Cost/Timeline**

**Tab 7. Similar Successful Projects**

**Tab 8. Request for City Participation**

**Tab 9. Miscellaneous**

- **MOU with Marathon County Veterans Service Office**
- **Non- Profit Partner**
- **Developer Experience**
- **National Recognition**

**TAB 1**

**Cover Letter**







September 27, 2022

Randy Fifrick  
Economic Development Manager– City of  
Wausau 407 Grant Street  
Wausau, WI 54403  
[randy.fifrick@ci.wausau.wi.us](mailto:randy.fifrick@ci.wausau.wi.us)

RE: Development of 700 Grand Ave – Request for Proposals

Dear Mr. Fifrick:

Commonwealth Development Corporation is pleased to submit this proposal in response to the Request for Development Proposal issued on August 24, 2022. Commonwealth has helped change communities and improve the lives of thousands of people all over the country through our work in affordable housing development. For over 20 years we have helped communities like Wausau meet housing goals by augmenting local development capacity. As a vertically integrated firm with design, development, construction, and management capabilities, we have the ability to move through the development process as efficiently as possible.

Tyler Sheeran and Dan Kroetz with Commonwealth will be the primary point of contact for this proposal. Commonwealth's ownership team consists of three individuals with over 50 years of combined experience. Kristi Morgan, Principal, will function as authorized signer for this project and is hereby certifying Commonwealth's financial and logistical ability to bring the proposed development to fruition upon execution of this letter. The contact information for Tyler and Dan are as follows:

Tyler Sheeran  
Development Associate  
Commonwealth Development Corporation  
PH: 608.556.2939  
EM: [t.sheeran@commonwealthco.net](mailto:t.sheeran@commonwealthco.net)

Dan Kroetz  
Senior Vice President of Development  
Commonwealth Development Corporation  
PH: 608.438.8415  
EM: [d.kroetz@commonwealthco.net](mailto:d.kroetz@commonwealthco.net)

Thank you for the opportunity to submit this proposal and we look forward to your response.

Sincerely,

Kristi Morgan  
Principal  
Commonwealth Development Corporation of America

# TAB 2

## Executive Summary





## Development Summary

Commonwealth Development proposes a single phase, 100% affordable 50-unit development comprised of mid-rise style apartments. The project will have one, two, and three bedroom units serving individuals and families with younger children. Our unit mix was constructed so that it accommodates a variety of social and economic population groups. This project will feature an on-site fitness room, business center, on-site leasing office, and community room. Residents will be able to use these amenities as they wish free of charge. In our development you will not only see an efficient use of the land but in addition the design of the buildings in our plan which captures the feel of the scenic riverfront area of Wausau making it an alluring place residents can call home. Commonwealth Development prides itself on communicating with the city and neighborhood throughout the development process and incorporating features that are important to the community while maintaining project feasibility.

ALICE is an acronym for Asset Limited, Income Constrained, Employed — households that earn more than the Federal Poverty Level, but less than the basic cost of living for the county. Of all the communities in Marathon County, Wausau had the highest ALICE & Poverty rate at 46%. With units that target the workforce housing population as well as the low-income population, we are dedicated to changing the affordable housing narrative in Wausau and Marathon County. Please see the following pages containing the ALICE report.

To ensure that the affordable housing need is attainable for the entire City of Wausau, Commonwealth has partnered with the North Central Community Action Program, Inc and the Marathon County Veterans Services Office to set aside housing units for families and veterans in the community. The development will feature first floor office space for North Central Community Action Program, Inc. where they will provide educational services such as employment training, home energy assistance, and medical assistance to name a few. Commonwealth's partnership with Marathon County Veterans Services Office shall include a referral system whereas the development will set aside a minimum of six (6) units for veterans making at or below 50% of the Area Median Income (AMI) and in-turn we shall market VFW events, outreach services, community events, and more.

**Affordable Housing Unit Mix:**

One- Bedroom Units: 15

Two- Bedroom Units: 16

Three- Bedroom Units: 19

**Amenities and Services:**

- In-Unit Laundry
- Business Center/ Computer lab
- Fitness Center
- Energy Star Appliances
- Luxury Vinyl Plank Flooring
- Adequate Greenspace
- On-Site Leasing & Maintenance
- Video Security System
- Community Room
- Playground
- Community Service Facility



# Why do so many households struggle?

## The cost of household basics outpaces wages...

The Household Survival Budget reflects the bare minimum cost to live and work in the modern economy and includes housing, child care, food, transportation, health care, technology (a smartphone plan), and taxes. It does not include savings for emergencies or future goals like college or retirement. In 2018, household costs were well above the Federal Poverty Level of \$12,140 for a single adult and \$25,100 for a family of four.

| Household Survival Budget, Marathon County, 2018 |                 |                                      |
|--------------------------------------------------|-----------------|--------------------------------------|
|                                                  | SINGLE ADULT    | 2 ADULTS, 1 INFANT,<br>1 PRESCHOOLER |
| <b>Monthly Costs</b>                             |                 |                                      |
| Housing                                          | \$494           | \$774                                |
| Child Care                                       | \$-             | \$1,300                              |
| Food                                             | \$255           | \$772                                |
| Transportation                                   | \$326           | \$795                                |
| Health Care                                      | \$214           | \$699                                |
| Technology                                       | 55              | \$75                                 |
| Miscellaneous                                    | \$158           | \$517                                |
| Taxes                                            | \$240           | \$750                                |
| <b>Monthly Total</b>                             | <b>\$1,742</b>  | <b>\$5,682</b>                       |
| <b>ANNUAL TOTAL</b>                              | <b>\$20,904</b> | <b>\$68,184</b>                      |
| <b>Hourly Wage*</b>                              | <b>\$10.45</b>  | <b>\$34.09</b>                       |

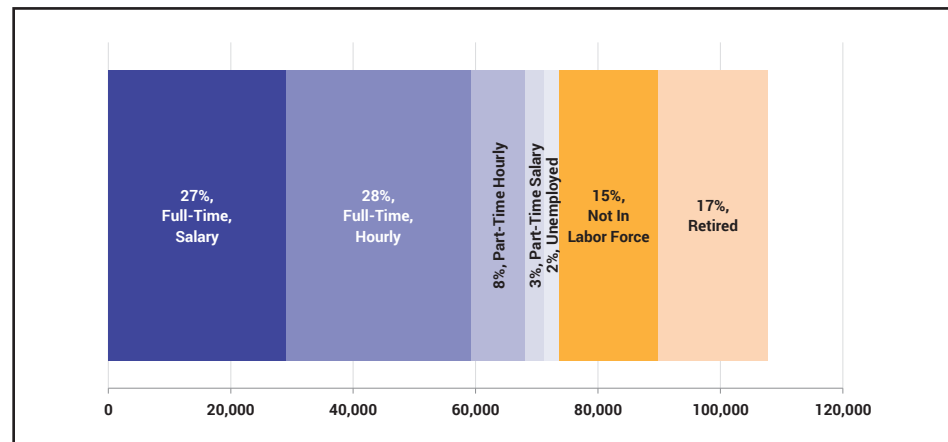
\* Wage working full-time required to support this budget

For ALICE Survival Budget Sources, see the 2020 Methodology Overview available at [UnitedForALICE.org/Methodology](https://www.unitedforalice.org/methodology)

## ..and the labor landscape is challenging for ALICE workers

A breakdown of the labor force shows a small portion of adults (16 years and older) who were unemployed and a large number who were working in 2018. However, a significant portion of full- and part-time workers were paid by the hour; these workers were more likely to have fluctuations in income and less likely to receive benefits. There was also a high number of workers outside of the labor force (people who are not employed and not looking for work), which helped keep wages low: When more workers are available, employers have less incentive to raise wages to attract employees.

## Labor Status, Population 16 and Over, Marathon County, 2018



Note: Data for full- and part-time jobs is only available at the national level; these national rates (51% of full-time workers and 75% of part-time workers paid hourly) have been applied to the total county workforce to calculate the breakdown shown in this figure. Full-time represents a minimum of 35 hours per week at one or more jobs for 48 weeks per year.

Sources: American Community Survey, 2018; Federal Reserve Bank of St. Louis, 2018

| Marathon County, 2018 |               |                   |
|-----------------------|---------------|-------------------|
| Town                  | Total HH      | % ALICE & Poverty |
| Abbotsford City       | 214           | 42%               |
| Athens Village        | 484           | 38%               |
| Bergen                | 276           | 16%               |
| Berlin                | 349           | 25%               |
| Bern                  | 220           | 29%               |
| Bevent                | 445           | 39%               |
| Brighton              | 202           | 23%               |
| Brokaw Village        | 145           | 44%               |
| Cassel                | 345           | 15%               |
| Cleveland             | 590           | 21%               |
| Colby City            | 235           | 63%               |
| Day                   | 393           | 19%               |
| Easton                | 421           | 23%               |
| Eau Pleine            | 304           | 29%               |
| Edgar Village         | 601           | 32%               |
| Elderon               | 236           | 31%               |
| Elderon Village       | 116           | 62%               |
| Emmet                 | 345           | 24%               |
| Frankfort             | 236           | 26%               |
| Franzen               | 212           | 37%               |
| Green Valley          | 196           | 29%               |
| Guenther              | 132           | 19%               |
| Halsey                | 197           | 25%               |
| Hamburg               | 329           | 21%               |
| Harrison              | 163           | 26%               |
| Hatley Village        | 188           | 18%               |
| Hewitt                | 274           | 20%               |
| Holton                | 340           | 30%               |
| Hull                  | 233           | 29%               |
| Johnson               | 309           | 31%               |
| Knowlton              | 783           | 17%               |
| Kronenwetter Village  | 2,925         | 15%               |
| Maine Village         | 904           | 18%               |
| Marathon              | 414           | 12%               |
| Marathon City Village | 605           | 30%               |
| Marshfield City       | 382           | 31%               |
| McMillan              | 801           | 16%               |
| Mosinee               | 874           | 18%               |
| Mosinee City          | 1,798         | 32%               |
| Norrie                | 382           | 27%               |
| Plover                | 265           | 34%               |
| Reid                  | 526           | 26%               |
| Rib Falls             | 365           | 17%               |
| Rib Mountain          | 2,496         | 19%               |
| Rietbrock             | 317           | 28%               |
| Ringle                | 654           | 16%               |
| Rothschild Village    | 2,209         | 25%               |
| Schofield City        | 992           | 41%               |
| Spencer               | 611           | 19%               |
| Spencer Village       | 789           | 37%               |
| Stettin               | 1,097         | 18%               |
| Stratford Village     | 688           | 37%               |
| Texas                 | 696           | 19%               |
| Wausau                | 967           | 22%               |
| <b>Wausau City</b>    | <b>17,340</b> | <b>46%</b>        |
| Weston                | 239           | 20%               |
| Weston Village        | 6,078         | 29%               |
| Wien                  | 273           | 26%               |

Note: Municipal-level data on this page is for County Subdivisions. Municipal-level data relies on 5-year averages and is not available for the smallest towns. As a result, totals will not match county-level numbers.

# TAB 3

## Site Plan



# Site Layout Narrative





The proposed development of 700 Grand Ave is a parcel that adjoins two high traffic streets, located at the intersection of E. Thomas St. and Grand Ave. Our site plan consists of two entryways, one onto E. Thomas St. and the other at Grand Ave. to combat traffic volume concerns. Commonwealth and the architect, M+A Design, will work with the City on the overall layout of the site to help mitigate any concerns regarding traffic volume. This development will meet the required setbacks to properly allow future pedestrian use and traffic improvements. In accordance with the Urban Design Standard created by the City of Wausau the development will consist of sidewalks on all streets adjoining the development. Most of the first floor units will have a ground floor private entrance that will allow access to the sidewalks to increase the connectivity of the site.

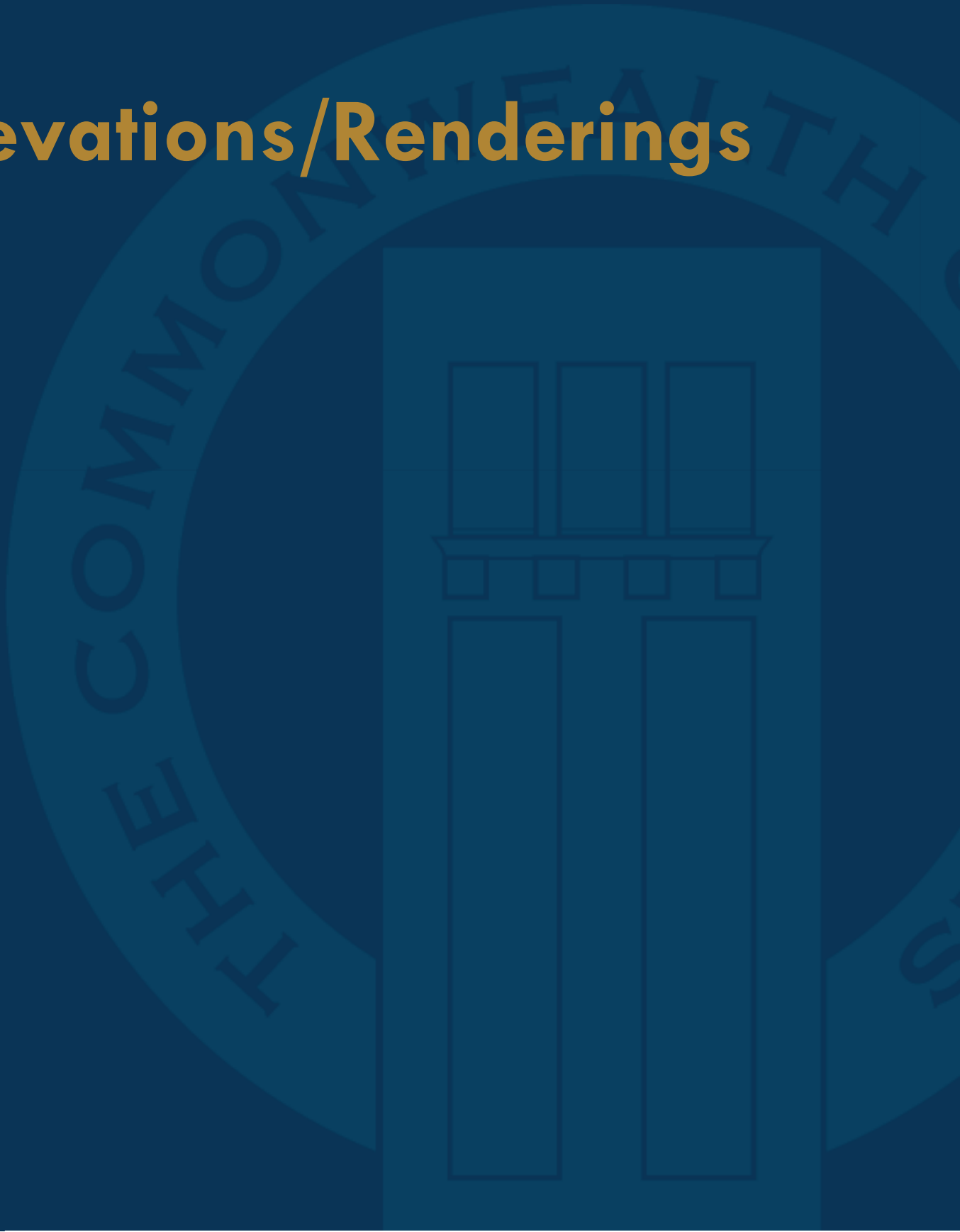
To ensure accessibility for all demographics, the building will feature an elevator and underground parking. This feature welcomes the opportunity for elderly or persons with mobility issues to occupy our units. The development will offer 45 underground parking stalls along with 22 surface stalls for residents. On the exterior of the Grand Avenue side of the development the site will feature flower beds and aesthetically pleasing bushes that will maintain the natural nature of the site. Finished with stainless steel appliances, vinyl flooring and trending lighting fixtures, each unit will be comparable to what you would see in a market rate development giving our tenants a sense of pride in their new home.

The exterior of the building will feature balconies and patios for each unit. It will also incorporate masonry brick and fiber cement siding that will blend in with the surrounding area while also creating its own identity. As mentioned above, the design of the building will incorporate the Urban Design Standards from the City of Wausau while also taking input from the City and neighborhood. Commonwealth strives to be energy and eco efficient. Our development will include high efficiency furnaces, U-value windows, LED lighting, and energy star appliances. These features align with the Wisconsin Green Built Home Program, a nationally recognized green building initiative that reviews and certifies multi-family units that meet sustainable building and energy standards.

Please see the following pages for a rendering and elevations of the site along with an overall site plan.

# TAB 4

## Elevations/Renderings



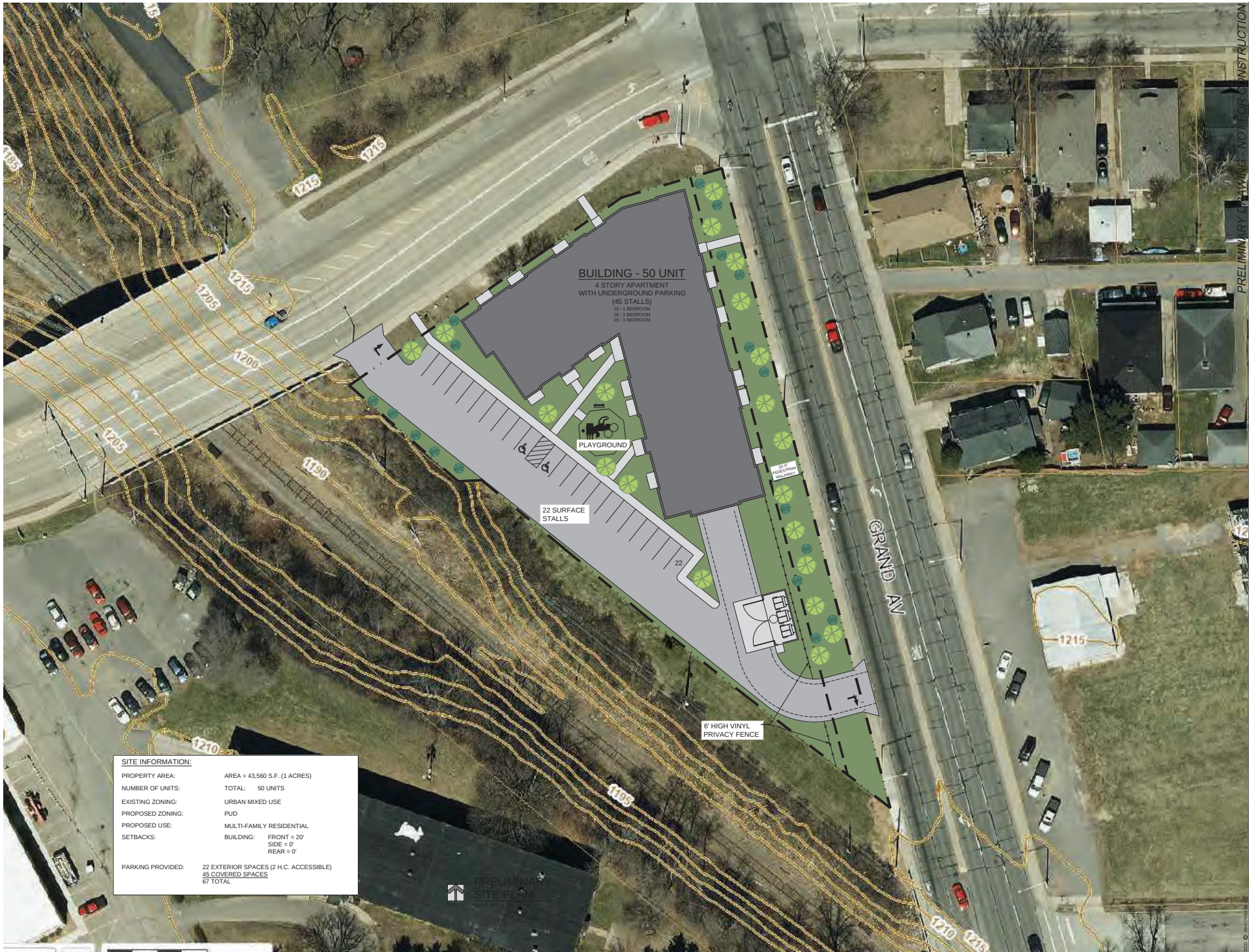


# 700 GRAND AVE APARTMENTS

WAUSAU, WI







| SITE INFORMATION: |                                                                         |
|-------------------|-------------------------------------------------------------------------|
| PROPERTY AREA:    | AREA = 43,560 S.F. (1 ACRES)                                            |
| NUMBER OF UNITS:  | TOTAL: 50 UNITS                                                         |
| EXISTING ZONING:  | URBAN MIXED USE                                                         |
| PROPOSED ZONING:  | PUD                                                                     |
| PROPOSED USE:     | MULTI-FAMILY RESIDENTIAL                                                |
| SETBACKS:         | BUILDING: FRONT = 20'<br>SIDE = 0'<br>REAR = 0'                         |
| PARKING PROVIDED: | 22 EXTERIOR SPACES (2 H.C. ACCESSIBLE)<br>45 COVERED SPACES<br>67 TOTAL |

PRELIMINARY  
SITE PLAN

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

M+A DESIGN, INC.

24 SOUTH BROOK STREET  
FOND DU LAC, WISCONSIN 54837  
l.neene@madesigninc.net (920) 922-8170

COMMONWEALTH COMPANIES

9 SHREBOYAN STREET  
FOND DU LAC, WISCONSIN 54835  
(920) 922-8170 FAX: (800) 922-8171

RFP - GRAND AVE.

700 GRAND AVE.  
WAUSAU, WI

JOB NUMBER:

2022.44

SHEET

C1.0



# TAB 5

## Proposed Purchase Price





### Land Price:

Commonwealth prides itself on the construction of high-quality developments. The land is currently owned by the City of Wausau and with our proposal, it would get these parcels back on the tax rolls and generate taxes for the City. For this reason, we are requesting the 700 Grand Avenue parcels be conveyed for \$1 to ensure extensive value engineering is not required and the municipal assistance request remains within reason.

Commonwealth will be applying for additional soft funds outside of the City of Wausau's participation in order for this project to be feasible. One of the funding applications is the Federal Home Loan Bank (FHLB) of Chicago's Affordable Housing Program (AHP). This application is a key financing piece for many affordable housing projects. One of the ways to be highly competitive for this application is there's a category to receive points for donated and/or discounted government owned land. By purchasing the land for \$1, this would allow our application to score higher which will make the application more likely to receive a funding award.

Below is a table of the projected rents for each bedroom size based on the Area Median Income (AMI).

### Proposed Rents:

| Projected Monthly Rent Table |     |              |          |          |
|------------------------------|-----|--------------|----------|----------|
|                              |     | Bedroom Size |          |          |
|                              |     | 1-BR         | 2-BR     | 3-BR     |
| Percent Median Income (AMI)  | 30% | \$ 493       |          |          |
|                              | 50% |              | \$ 985   | \$ 1,138 |
|                              | 60% | \$ 937       | \$ 1,123 | \$ 1,298 |

Commonwealth wants to ensure the development and delivery of a quality product. Based on the current construction conditions the market is seeing, we are proposing to purchase the land from the City for \$1 in order to maintain the high quality fixtures and features that we include in our projects. Some of those features are mentioned under tab 3, site layout narrative.

# TAB 6

## Estimated Construction Costs/Timeline







### Fall 2022

- Commonwealth is selected as developer partner and the development agreement is negotiated
- An initial meeting is held with the City Staff and local stakeholders to discuss the project to ensure all desires are incorporated and concerns are alleviated
- Design meeting with staff to determine what approvals will be needed to ensure proper zoning is in-place by December
- A preliminary construction scope of work is developed
- Work begins on preparing the LIHTC Application

### Winter 2022/2023

- Receipt of preliminary financing and equity commitments
- Obtain verification of proper zoning
- Submit LIHTC Application January

### Spring 2023

- Receive reservation of LIHTC from WHEDA
- Kickoff work on detailed construction drawings/scopes of work
- Secure LIHTC Investor and Lender through an RFP process

### Summer 2023

- Begin underwriting and due diligence process with Investor and Lender
- Prepare applications for supplementary financing sources (FHLB Chicago AHP and Department of Administration HOME program)

### Fall 2023

- Submit WHEDA Carryover Application
- Receive AHP + HOME allocation
- Receive State and Local approval on all plans and specifications - Begin construction
- Construction complete (approximately 14-month construction period) - **Tenants move-in!**

### Estimated Construction Value

The proposed development is estimated to cost \$16.5 Million dollars. This state-of-the-art development will feature modern day fixtures, luxury appliances, and underground parking - a highly desirable amenity to have in Wisconsin winters. This is a great location to be bringing fresh affordable housing stock into, enabling a strong sense of community that will thrive as a result of this development.

# **Utilization of Local Subcontractors**



At Commonwealth our goal as developer is to ensure that we do all that we can to bring quality affordable housing to the communities we serve. As a vertically integrated firm with design, development, construction, and management capabilities we have the structure and flexibility to collaborate with municipalities and local businesses in ways other developers may not. Our goal is to engage the community by way of partnering with local businesses to subcontract projects during the construction period.

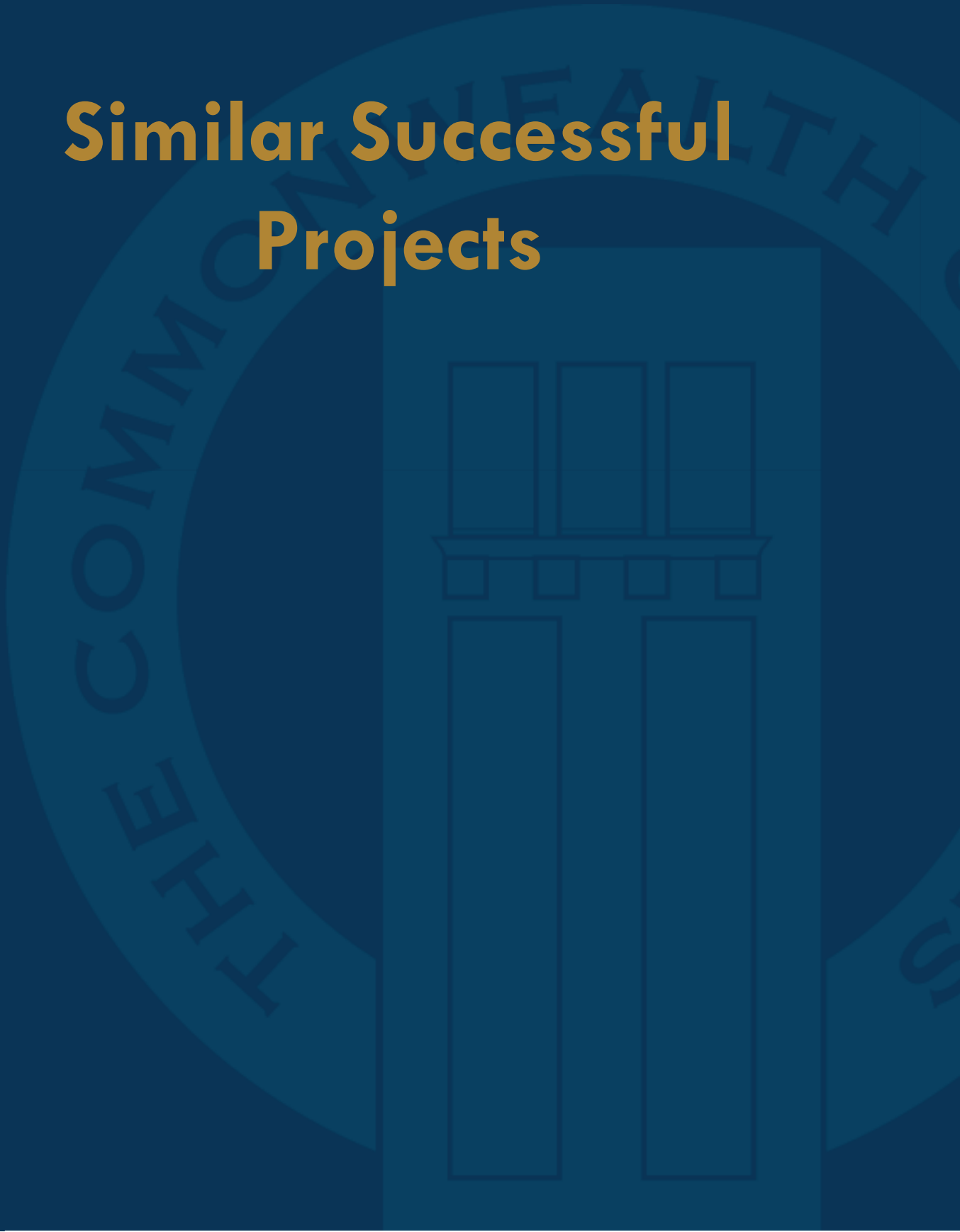
Commonwealth's most recent closing, Greenway Cottages, located in Mosinee, WI (Marathon County) exemplifies this mission. This project commenced construction late August of 2022. Greenway Cottages will bring a much needed 24 units of additional affordable housing to the Mosinee community, located within the heart of their Central Wisconsin Business Park. The development site is located just 16 miles from the proposed development site of 700 Grand Ave with a vast majority of subcontractors being from the Marathon County MSA. We are confident this project will be executed with ease, creating lasting relationships with the local subcontractor base promoting future partnerships.

Commonwealth Construction has completed over 45 multifamily projects in the state of Wisconsin and has developed a subcontractor base that includes subcontractors in the Wausau and Marathon County area. As mentioned above, Commonwealth currently has one project under construction in Marathon County where it is utilizing local subcontractors. American Asphalt and PGA Inc. (Plumbing, Electrical, and Earthwork) are two local companies being utilized to name a few.

If our request is selected, Commonwealth will reach out to these subcontractors on the Greenway Cottages job as well as additional local subcontractors. To get the best response from local subcontractors, Commonwealth will work with the municipality and local subcontractors from previous jobs to gather additional local subcontractor information. Commonwealth will then reach out and notify the other local subcontractors of when the project will start and when construction plans are complete to allow them adequate time to provide a bid for this project. Our experience has shown this has tremendous upside in execution, and most importantly, giving the local community pride in the development that they were a part of.

# TAB 7

## Similar Successful Projects





### [The Ace- Madison, WI](#)

The Ace Apartments is a development of 70 units with a 4-story midrise (64 units) and underground parking and six 2-story townhouse style units offering on-site professional management, maintenance and supportive services, indoor and outdoor parking, indoor bike room, package room and more. All appliances including washer and dryer, spacious closets, walk-in showers or tub, spacious kitchens with islands, individually controlled heat and air conditioning, elevator service, storage and more. Tenants can use the community room, computer area, fitness center, private courtyard and community garden for free. Tenants can even reserve our on-site Guest Suite for your visitors to stay in!

Population: 258,366

### [The Royal- Madison, WI](#)

Enjoy apartment living at a higher level at Madison's The Royal. The Royal apartments is a community offering sought-after amenities in a setting designed to fit your lifestyle and your budget. Those in search of modern, smoke free and affordable living space in Madison, WI are invited to learn more about The Royal. The various unit sizes and floor plans have features that include solid surface flooring, walk-in closets, over-sized windows, balconies and in-unit washers and dryers. Residents in this NON-SMOKING community benefit from the availability of the extra storage offered at the property, will appreciate the convenience of underground parking, and can enjoy relaxing or entertaining in The Royal's community lounge. The property also contains an on-site rental office and provides 24-hour emergency maintenance service.

Population: 258,366

### River Flats- Janesville, WI

River Flats offers brand-new 2 & 3-bedroom apartments that promote high-quality, modern living. This beautiful community is located in the heart of downtown Janesville and is close to numerous retail shopping options, schools, medical facilities, and a park. New home features including spacious floor plans with large closets, energy-efficient appliances, in-unit washers & dryers, and so much more! Additionally, residents can enjoy community and exercise rooms, and will have access to on-site management.

Population: 64, 415

### VUE 14- Sheboygan, WI

VUE 14 will be new construction of a midrise building housing 48 units located at 1003 South 14<sup>th</sup> Street in Sheboygan, The development will include many amenities to serve residents such as a community room, computer area, fitness center, and an on-site management office. A local nonprofit, Family Service Association of Sheboygan, Inc. will be on site and will offer services to residents and the surrounding community.

Population: 48,153



# **The Ace Madison, WI**





# **The Royal Madison, WI**





SAMPLE UNIT  
(FLOOR PLAN & FEATURES MAY VARY)



**River Flats  
Janesville, WI**















**VUE 14**  
**Sheboygan, WI**





# PROPOSED APARTMENTS

14TH ST & ILLINOIS AVE  
SHEBOYGAN, WI

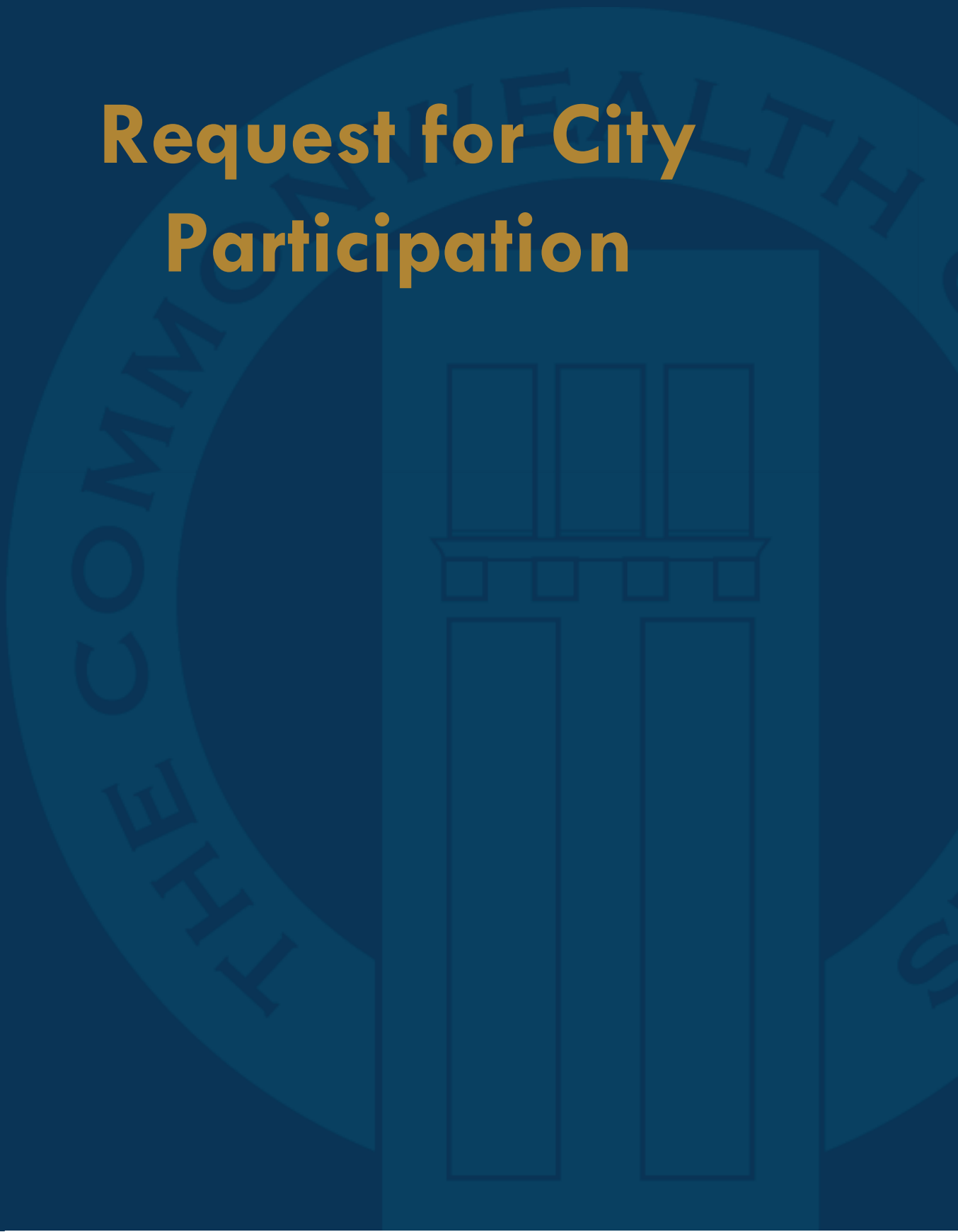






# TAB 8

## Request for City Participation





### **Request for City Participation:**

A confluence of events—including soaring construction demand, inflation, pandemic-related restrictions, supply chain disruptions, labor shortages and the war in Ukraine—are spurring rising costs and uncertainty across the construction industry. Ongoing global labor and component shortages have and will continue to hamper production and logistics capacity. As a result, long lead times and material shortages shall continue in the short term. Construction Cost Index forecasts a 14.1% year-over-year increase in construction costs by the end 2022 as labor and material costs continue to climb.

This projection exceeds last year's 11.5 percent rise and well outpaces the historical average gain of 2 percent to 4 percent per year. The anticipated 2022 gain is the largest since tracking cost projections began in 2007. Specific examples of these increases include:

1. Softwood lumber increased 36.7% over the first three months of 2022.
2. Gypsum products prices are 20.8% higher year over year.
3. Ready-mix concrete up 9% since April.

Given the current construction market volatility and overall escalation, Commonwealth is requesting \$1,500,000 from the City of Wausau. This request is correlative of that received on a few of the previously supplied in-fill examples for comparable sized municipalities across the State of Wisconsin. This request is a necessity to bring this development to fruition as demonstrated in the data above. Commonwealth intends on obtaining additional soft sources available such as Affordable Housing Program Funds from the Federal Home Loan Bank of Chicago in addition to HOME funds from the Department of Administration equating to approximately \$1,400,000. We believe it is only fair to leverage all other financing outlets in the state first, to ensure this request remains obtainable for the City of Wausau.

Commonwealth can state with certainty, the proposed development for 700 Grand Ave will be delivered with the upmost quality, of which will serve a dire need for the City of Wausau, while giving community stakeholders a sense a pride in this development.

# TAB 9

## Miscellaneous



# **MOU with Marathon County Veterans Service Office**



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made September 6, 2022 (the "Effective Date"), by and between the Marathon County Veterans Service Office (MCVSO), and COMMONWEALTH DEVELOPMENT CORPORATION OF AMERICA ("Developer").

### WITNESSETH

**WHEREAS**, the Developer, along with its partners, is the developer/owner of the proposed 50-unit apartment development to be located at 700 Grand Ave, Wausau, WI.

**WHEREAS**, the MCVSO is an organization which assists eligible veterans and their dependents in applying for state and federal veterans benefits, and whose mission is to serve all veterans and their families, with dignity and compassion, by providing assistance in the preparation and submission of claims for benefits to which they may be entitled, and to serve as their principal advocate and link to services on veterans' related issues.

**WHEREAS**, the intent of this Memorandum is to confirm our mutual desire and commitment to initiate a collaborative relationship to ensure eligible veterans are aware of the availability of affordable housing units in this development, and establish communication to connect future low-income residents with appropriate services and service providers.

**WHEREAS**, the Developer is seeking financial support from the Wisconsin Housing and Economic Development Authority (WHEDA) through the Section 42 Low Income Housing Tax Credit Program (LIHTC).

**WHEREAS**, anticipating that the application will be well received by WHEDA, and hopeful that it will receive funding that will allow construction of Commonwealth Development Corporation of America, the Developer wishes to proactively establish an area referral network that includes the MCVSO.

**NOW THEREFORE**, Developer and the MCVSO agree:

- 1) The Developer intends the proposed project to provide six (6) "veteran units" at rents affordable to those earning 60% or less of the area median income. The target population for "veteran units" are veterans (as that term is defined in Wisconsin Statutes sec. 45.01(12)) potentially in need of services and who meet the income qualifications for an available unit.
- 2) The Developer will be required to hold open a vacant "veterans unit" for a minimum of 30 days or until the property management agent, in collaboration with the MCVSO or other partners, finds a person meeting the target veteran definition and requisite income qualifications to lease the unit. After expiration of the 30-day waiting period, the unit may be leased to any otherwise income-qualifying family or individual.
- 3) The Developer and/or its property management agent will, during lease-up and whenever there is a vacant unit, contact the MCVSO and other area local partners asking for referrals of prospective residents who are veterans meeting the income

qualifications. This contact will be made by the Developer or their onsite management agent staff via email or phone.

- 4) The Developer's property management agent will establish a waiting list of prospective residents based on referrals described above.
- 5) The Developer and its property management agent will endeavor to make existing and prospective residents aware of services and resources available by provision of a tenant resource area within the common area of the proposed development. The tenant resource area will consist of contact information for the Marathon County Veterans Service Office well as materials and brochures of the Marathon County Aging and Disability Resource Center (ADRC), and other area collaborative partners. New residents will also receive a copy of the Marathon County Veterans Service Office brochure directly from the property manager at the time of lease signing.
- 6) The Developer and its onsite management staff will not provide long-term services directly, and will not charge fees related to long-term services to residents. The Developer and onsite management staff will refer residents who may be veterans to the Marathon County Veterans Service Office in order to assist residents to locate the services and funding appropriate to their individual needs.
- 7) Residents will not be required to receive any services in order to reside in the development. Residents that desire to receive services will have choice in service provider(s).
- 8) The MCVSO acknowledges awareness of this proposed project and agrees to provide the Developer and their agents with brochures and other materials.

## **Administrative Provisions**

### **Duration and Termination**

This MOU is subject to the project receiving an award from WHEDA, with operations expected to commence on April 1, 2025. The initial period shall be 12 months from commencement of leasing operations. Following the initial period, this agreement shall automatically renew for additional 12-month periods. Either party may terminate this agreement, following the initial period, for any reason upon 30 days' written notice.

### **Amendments**

This MOU may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all parties.

### **Confidentiality**

It is agreed that Developer and the property management agent may be granted access by MCVSO to certain confidential information regarding veteran status and VA compensation of persons who are prospective residents of the development, upon express consent of the person.



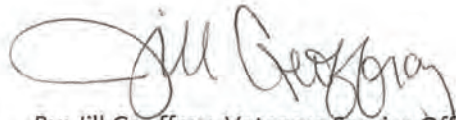
It is further agreed that Developer and the property management agent will not at any time disclose such confidential information and/or material without the consent of the prospective resident. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU and shall constitute grounds for immediate termination by MCVSO, in addition to any other penalties provided by law. Confidential client information will be handled by Developer and its property management agent with the utmost discretion and judgment.

**Nondiscrimination**

There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, gender, marital status, sexual orientation, age, handicap, ancestry, or national origin in the operation of the project.

**SIGNATORIES:**

**Marathon County Veterans Service Office**



By: Jill Geoffroy, Veterans Service Officer

Date: 06 SEP 2022

**Commonwealth Development  
Corporation of America**

By: Kristi Morgan, President

Date:  \_\_\_\_\_

# **Non-Profit Partner**

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU” or “Agreement”) is dated and effective September 9, 2022, and between COMMONWEALTH DEVELOPMENT CORPORATION OF AMERICA (“Commonwealth”) and NORTH CENTRAL COMMUNITY ACTION PROGRAM, INC. (“NORTH CENTRAL”). Commonwealth and North Central may be referred to herein individually as a “Party” or collectively as “the Parties.”

### RECITALS

A. Commonwealth is a real estate development company focused on the development of affordable housing financed with Low Income Housing Tax Credits (LIHTC).

B. North Central is a 501c3 nonprofit organization serving the needs of low-income people and families in Marathon, Wood, and Lincoln counties.

C. Commonwealth wishes to explore the development of multifamily affordable housing communities located in the geographic locations served by North Central including Wausau, Wisconsin. Further, Commonwealth anticipates that such development(s) will include a “Consumer Service Facility” as defined and operated in accordance with Internal Revenue Code §42(d)(4)(C)(iii) and similar or related applicable rules and guidelines (the “CSF”).

D. Commonwealth wishes to engage North Central to provide services as depicted in Exhibit A in connection with any such CSF.

### AGREEMENTS

In consideration of the Recitals, Commonwealth and North Central agree to the following:

1. Appointment. Commonwealth hereby appoints North Central to render services on behalf of Commonwealth (the “Services”), and North Central hereby accepts such appointment. North Central shall provide such Services as reasonably requested by Commonwealth from time to time, and otherwise act as reasonably directed by Commonwealth as time to time with regard to the provision of such Services.

2. Operation. Commonwealth hereby engages North Central and authorizes North Central, subject to the terms and conditions set forth in EXHIBIT A and hereof, to provide services relating to the operation of the CSF to be designated by Commonwealth in connection with any development. North Central hereby accepts such engagement and agrees to perform services of the nature and type typical of a CSF as may be mutually agreed upon by the Parties from time to time (the “Services”).

3. Term and Termination. This Agreement shall commence on the date hereof and continue for a period of one (1) year from the date hereof (the “Initial Term”). Thereafter, this Agreement shall be automatically renewed for a successive twelve (12)-month period (each, a “Renewal Term”) unless any Party shall otherwise notify the other Party in writing at least thirty (30) days prior to the scheduled



expiration date of the Initial Term or Renewal Term, as applicable. The Initial Term and any Renewal Terms may be referred to as the "Term" of this Agreement.

3. Mutual Cooperation; Good Faith and Fair Dealing. The Parties shall cooperate with each other in connection with the performance of all obligations and exercise of all rights in connection with this Agreement and the transactions contemplated hereby, and agree that the actions and inactions of each Party shall be governed by the principles of good faith and fair dealing.

4. Miscellaneous.

(a) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(b) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of all other Parties. Any assignment in violation of this Section shall be void. No assignment shall relieve the assigning Party of any of its obligations hereunder.

(e) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

(g) Waiver. No waiver by any Party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party hereto shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

(i) Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the Eastern District of Wisconsin or the courts of the State of Wisconsin in Fond du Lac County, and each Party hereto irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

(j) Waiver of Jury Trial. Each Party hereto acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

(k) Specific Performance. The Parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each Party hereto (i) agrees that it shall not oppose the granting of such specific performance or relief and (ii) hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

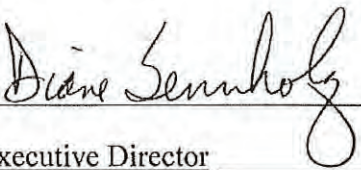
(l) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

COMMONWEALTH DEVELOPMENT  
CORPORATION OF AMERICA

BY  \_\_\_\_\_

Its Principal \_\_\_\_\_

NORTH CENTRAL COMMUNITY ACTION  
PROGRAM, INC.

BY  \_\_\_\_\_

Its Executive Director \_\_\_\_\_

## Exhibit A

North Central will work with tenants in making referrals for the following services for which they are eligible:

- Wisconsin Works Program (W-2)
- SSI, SSDI
- Food Share
- FSET Food Share Employment and Training
- Home Energy Assistance
- Medical Assistance
- Section 8 Housing Voucher program
- Badger care

In addition to the many other mainstream resources available in the Wausau community.

# Developer Experience





The Commonwealth Companies is a family of companies consisting of Commonwealth Development Corporation of America (CDC), Commonwealth Construction Corporation (CCC), Commonwealth Management Corporation (CMC), and M+A Design, Inc. (M+A). We propose that the development team would include all of these entities. CDC, CCC, and M+A are owned by three principals, Kristi Morgan, Christopher Jaye, and Louie A. Lange III. CMC is 100% owned by Louie A. Lange III.

CCC and CMC have been a part of the Commonwealth Companies since 2003, shortly after its formation in 2001. M+A joined the team in 2014. Since 2014, the team has worked together to develop over 1500 units of affordable housing and have over 550 units under construction.

Having a vertically integrated team with a single point of contact provides many efficiencies. It allows for faster communication and greater adaptability among key members of the team throughout the development process. We have a mentality and corporate culture of “One Commonwealth” which means that all individual disciplines work together as one team in order to provide the best possible results for our partners.

CCC will be the project’s General Contractor and M+A will be the Architect of Record. CCC and M+A have significant experience with both new construction and rehabilitation of affordable housing projects. Please see attached project experience lists as well as resumes of the key personnel for CCC and M+A.

CMC currently manages over 2,700 affordable rental units.

For this project, Dan Kroetz, Senior Vice President of Development, will be the lead developer and project manager. Dan will be supported by the rest of the Midwest team which includes Tyler Sheeran. In addition, Rhonda Orosz would provide assistance through the Development Services Administration (DSA) team as described in more detail below.

**Dan Kroetz, Senior Vice President of Development:** As mentioned above, Dan will be the project manager and the main point of contact through the entire development process starting with development agreement negotiation to final equity installments and permanent loan conversion. Dan has experience with substantial rehabilitations with tenants in place and RAD conversions. He has been directly involved in affordable housing projects totaling **well over \$500,000,000 in total development costs** and utilizing both 9% and 4% LIHTC.

**Tyler Sheeran, Development Associate:** Tyler Sheeran would provide assistance as needed throughout the development process. Since joining Commonwealth full time in 2020, Sheeran has worked on a variety of project types including acquisitions and rehabilitation of existing apartment communities as well as ground-up new construction projects across the country. Since taking on a production role, Sheeran has overseen the development of nearly 500 units securing \$91 million in federal and state LIHTC equity.

**Rhonda Orosz, Vice President of Development Services Administration:** Rhonda leads our Development Services Administration (DSA) team. The DSA team provides support as needed for the more administrative aspects of the development. They would be leaned on more heavily to assist with documentation needed for lender and syndicator due diligence prior to construction start, loan draws during construction, and final equity installments and conversion on construction completion.

# **DEVELOPMENT**

**COMMONWEALTH DEVELOPMENT CORP.**



## Commonwealth Development Corporation Summary of Experience, Qualifications & Bios

### Years of LIHTC and Multifamily Experience

Commonwealth was formed in 2001 and it has always been our mission to build or renovate housing stock that provides high-quality, affordable properties for people to not just live, but to call home. The Commonwealth group recently merged with Mirus Partners which only strengthens our ability to successfully fulfill our mission. The three principals of Commonwealth, Kristi Morgan, Louie Lange, and Chris Jaye, **have a combined 66 years of tax credit experience**. In addition, the Commonwealth team consists of highly experienced developers, contractors, and property managers that bring extensive knowledge of unique and sophisticated financial structures inherent in the development of affordable housing. We consistently develop housing that exceeds expectations, adds value and enhances the lives of the residents we serve as well as the communities in which we work. We pursue and achieve these goals as a community partner – working closely with neighborhood leaders, urban planners, preservationists, as well as local and state organizations and governments.

### Successful Completion of LIHTC Properties

Commonwealth has **successfully completely 49 total projects throughout Wisconsin, with an additional 36 projects completed in other states**. In addition, **there are 21 projects in either the construction or pre-development stage** which brings **our current project portfolio total to 106**. Please see the attached “Development Portfolio” for a detailed listing of projects.

### Performance of LIHTC Properties

Commonwealth’s development portfolio has an average physical occupancy of 94.52% for the past 3 years and has received the highest score from Wisconsin Housing and Economic Development Authority for performance and occupancy percentage. Furthermore, all our properties are in good standing with no deficiencies.

### Evaluation of Capacity

Commonwealth has built a track record based on delivering quality projects that meet or exceed the goals of our agency partners. We take great pride in ensuring that each project is delivered on time, on budget, and with an attention to detail that Commonwealth can take pride in for years to come. A testament to the successful path Commonwealth has taken is recently being named a top ten affordable housing developers in the country for 2021 (Ranked #9 by Affordable Financing Magazine) three spots up from its previous position in 2020 (Ranked #12 by Affordable Financing Magazine). Also in 2020, Commonwealth was named **Best Affordable Housing Developer 2020-USA** by *BUILD Magazine*.

**With 85 completed projects and a total development portfolio of 106**, we believe our track record clearly displays our capacity to deliver on each commitment we make in a timely manner. We consistently deliver projects ahead of the IRS Placed in Service date requirements and are consistently one of the first developers to start construction on projects that receive a LIHTC award.



# Development



It's more than just  
development—  
we call it inspiring a  
community



Since 2001, it has been Commonwealth's mission to develop quality, affordable housing. The Commonwealth Development team is unique in our breadth of knowledge, experience and ability to deliver housing that exceeds expectations which also adds value and enhances the lives of the residents we serve and the communities in which we work. We pursue these goals as a community partner by working closely with neighborhood leaders, urban planners, state and local organizations and governments.



For more information, go to:  
[www.commonwealthco.net](http://www.commonwealthco.net)

📞 920.922.8170    ✉ [info@commonwealthco.net](mailto:info@commonwealthco.net)



# DEVELOPMENT

We create or renovate housing that provides high-quality, affordable places for people to call home. Our multifamily housing portfolio encompasses a variety of building styles in communities across the United States.

## FEATURED PROJECTS

### COTTAGES & TOWNHOMES

- CHEROKEE PLACE
- MAGNOLIA POINTE APARTMENTS
- MISSION VILLAGE OF EVANS
- MISSION VILLAGE OF PECOS

North Branch, MN  
Florence, SC  
Evans, CO  
Pecos, TX

48 Family Units  
24 Senior Units  
68 Family Units  
60 Family Units

### GARDEN-STYLE WALK-UPS

- 2OAKS APARTMENTS
- LYNNE VILLAGE
- PRESERVE AT CHATHAM PARKWAY
- SURF VIEW VILLAGE

New Orleans, LA  
Phoenix, AZ  
Savannah, GA  
Newport, OR

400 Family Units  
96 Family Units  
144 Family Units  
110 Family Units

### HISTORIC & ADAPTIVE REUSE

- DUNBAR COMMONS
- FOURTEEN91 LOFTS
- HISTORIC APARTMENTS ON 4TH
- MUSKEGO SCHOOL APARTMENTS

Oklahoma City, OK  
Muncie, IN  
Mandan, ND  
Muskego, WI

52 Senior Units  
72 Family Units  
39 Family Units  
40 Family & Senior Units

### MID-RISE

- CORNERSTONE COMMONS
- DELL RANGE SENIOR APARTMENTS
- THE EDGE FLATS ON SEWARD
- MEADOWLAWN PLAZA

Johnston, IA  
Cheyenne, WY  
Grand Rapids, MI  
Mitchell, SD

62 Senior Units  
40 Senior Units  
34 Family Units  
105 Family Units

*\*Active presence in 24 states: Alabama, Arizona, Colorado, Delaware, Georgia, Indiana, Iowa, Louisiana, Maryland, Michigan, Minnesota, Mississippi, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Texas, Utah, Wisconsin, Wyoming. We have the capability to enter new states and markets at any time.*



For more information, go to:

[www.commonwealthco.net](http://www.commonwealthco.net)

📞 920.922.8170

✉ [info@commonwealthco.net](mailto:info@commonwealthco.net)

| DEVELOPMENT PORTFOLIO           |                  |                           |                 |                       |                  |                                  |                        |                         |                                     |            |                           |                    |
|---------------------------------|------------------|---------------------------|-----------------|-----------------------|------------------|----------------------------------|------------------------|-------------------------|-------------------------------------|------------|---------------------------|--------------------|
| COMPLETE PROJECTS (PIS)         | CITY             | STATE                     | # OF UNITS      | # OF LIHTC UNITS      | TYPE OF PROPERTY | BUILDING TYPE                    | PROPERTY MANAGER       | ARCHITECT               | Soft Funds                          | Dev Cost   | Equity Partner            | DEVELOPER          |
| 15TH STREET FLATS               | WILLMAR          | MN                        | 47              | 47                    | FAMILY           | Midrise                          | Kandiyohi City HRA     | M+A                     | N/A                                 | 9,206,609  | Red Stone Equity Partners | CDC                |
| 2 OAKS                          | NEW ORLEANS      | LA                        | 400             | 388                   | FAMILY           | Midrise                          | CMC                    |                         | HOME                                | 52,868,530 | CREA                      | MIRUS              |
| ALGONQUIN MANOR                 | BROWN DEER       | WI                        | 80              | 34                    | SENIOR           | Midrise                          | CMC                    |                         | N/A                                 | 7,130,000  | Sun America               | SILVERSTONE        |
| ATTWOOD POINTE APARTMENTS       | FLORENCE         | SC                        | 52              | 52                    | FAMILY           | Midrise                          | CMC                    | Excel Engineering       | HOME                                | 8,945,944  | Wells Fargo               | CDC                |
| AUXILIARY COURT                 | WEST BEND        | WI                        | 59              | 55                    | SENIOR           | Midrise                          | CMC                    | Excel Engineering       |                                     | 9,401,552  | PNC                       | CDC                |
| AVENUE COMMONS                  | ANDREWS          | TX                        | 60              | 50                    | FAMILY           | Midrise                          | CMC                    | M+A                     | N/A                                 | 11,075,400 | The Richman Group         | CDC                |
| BARTON SCHOOL APARTMENTS        | WEST BEND        | WI                        | 40              | 34                    | FAMILY           | Historic School & Townhomes      | CMC                    | M+A                     | HOME                                | 9,650,535  | Red Stone Equity Partners | CDC                |
| BEACON AVENUE APARTMENTS        | NEW LONDON       | WI                        | 40              | 34                    | FAMILY           | Cottages                         | CMC                    | M+A                     | AHP                                 | 7,305,944  | NEF                       | CDC                |
| CHEROKEE PLACE                  | NORTH BRANCH     | MN                        | 48              | 48                    | FAMILY           | Cottages                         | MetroPlains            | M+A                     | N/A                                 | 11,612,034 | TBD                       | CDC                |
| CORNERSTONE COMMONS             | JOHNSTON         | IA                        | 62              | 62                    | SENIOR           | Midrise                          | CMC                    |                         |                                     | 10,405,605 | WNC                       | SILVERSTONE        |
| COTTAGES ON MAIN                | HORTONVILLE      | WI                        | 40              | 34                    | FAMILY           | Cottages & Townhomes             | CMC                    | M+A                     | HOME, AHP                           | 7,546,326  | Red Stone Equity Partners | CDC                |
| CRAFTSMAN VILLAGE OF PLOVER     | PLOVER           | WI                        | 40              | 39                    | SENIOR           | Cottages & Townhomes             | CMC                    | Design II Architects    | N/A                                 | 4,232,000  | The Richman Group         | CDC                |
| DUNBAR COMMONS                  | OKLAHOMA CITY    | OK                        | 52              | 52                    | SENIOR           | Historic School                  | CMC                    | M+A                     | N/A                                 | 10,561,395 | Raymond James             | CDC                |
| EASTLAND APARTMENTS             | EVANSVILLE       | IN                        | 161             | 161                   | FAMILY           | Midrise                          | CMC                    |                         | IHCDA Dev. Fund                     | 12,688,115 | WNC                       | MIRUS              |
| ELEMENTARY SCHOOL APARTMENTS    | SCHOFIELD        | WI                        | 36              | 33                    | FAMILY           | Historic School & Townhomes      | CMC                    | M+A                     | HOME                                | 6,774,808  | NEF                       | CDC                |
| FAIRVIEW CROSSING               | LAKE CHARLES     | LA                        | 275             | 275                   | FAMILY           | Midrise                          | CMC                    |                         | HOME                                | 20,267,048 | WNC                       | MIRUS              |
| FOND DU LAC CENTER              | MILWAUKEE        | WI                        | 24              | 24                    | FAMILY           | Midrise                          | CMC                    | Design II Architects    | N/A                                 | 6,231,000  | Wells Fargo               | CDC                |
| FOND DU LAC TOWNHOMES           | FOND DU LAC      | WI                        | 48              | 48                    | FAMILY           | Cottages                         | CMC                    | Excel Engineering       | HOME, TCAP                          | 10,678,000 | NEF                       | CDC                |
| FOURTEEN1 LOFTS                 | MUNCIE           | IN                        | 72              | 72                    | FAMILY           | Townhomes                        | CMC                    | M+A                     | IHCDA Dev. Fund                     | 12,016,142 | Red Stone Equity Partners | CDC                |
| FRIAR HOUSE FLATS               | GREEN BAY        | WI                        | 40              | 34                    | FAMILY           | Historic Adptv Reuse & Townhomes | CMC                    | M+A                     | HOME                                | 8,902,298  | Red Stone Equity Partners | CDC                |
| GARDEN VIEW SENIOR APARTMENTS   | ELKHART          | IN                        | 55              | 55                    | SENIOR           | Historic Factory                 | CMC                    | M+A                     | DINO, IHCDA Dev. Fund               | 10,820,767 | Red Stone Equity Partners | CDC                |
| HARBORSIDE COMMONS              | KENOSHA          | WI                        | 89              | 81                    | SENIOR           | Midrise                          | CMC                    |                         | TCAP                                | 12,688,000 | WNC                       | SILVERSTONE        |
| HILLTOP COTTAGES                | PINE CITY        | MN                        | 35              | 35                    | SENIOR           | Cottages                         | MetroPlains            | M+A                     | GMHF, EDHC MF                       | 9,802,562  | Cinnair                   | CDC                |
| HISTORIC APARTMENTS ON 4TH      | MANDAN           | ND                        | 39              | 39                    | FAMILY           | Historic School                  | MetroPlains            | M+A                     | NHTE                                | 8,441,142  | Red Stone Equity Partners | CDC                |
| HISTORIC BERLIN SCHOOL APTS.    | BERLIN           | WI                        | 40              | 34                    | FAMILY           | Historic School                  | CMC                    | M+A                     | AHP                                 | 7,762,030  | Red Stone Equity Partners | CDC                |
| HISTORIC BLUE BELL LOFTS        | COLUMBIA CITY    | IN                        | 52              | 52                    | SENIOR           | Historic Adaptive Reuse          | CMC                    | M+A                     | DINO, IHCDA Dev. Fund               | 9,990,985  | PNC                       | CDC                |
| HISTORIC LINCOLN SCHOOL         | SHAWANO          | WI                        | 24              | 24                    | FAMILY           | Historic School                  | CMC                    | Excel Engineering       | HOME                                | 3,946,380  | PNC                       | CDC                |
| HORICON SCHOOL APARTMENTS       | HORICON          | WI                        | 40              | 40                    | FAMILY           | Historic School                  | CMC                    | M+A                     |                                     |            |                           | CDC                |
| INDIANHEAD COTTAGES             | MOSINEE          | WI                        | 24              | 23                    | FAMILY           | Cottages                         | CMC                    | Excel Engineering       | HOME                                | 4,662,973  | PNC                       | CDC                |
| LAWLER SCHOOL LOFTS             | PRAIRIE DU CHEIN | WI                        | 40              | 34                    | FAMILY           | Historic School                  | CMC                    | M+A                     | HOME, AHP                           | 8,601,885  | US Bank                   | CDC                |
| LISBON TERRACE                  | MILWAUKEE        | WI                        | 24              | 24                    | FAMILY           | Midrise                          | CMC                    | Excel Engineering       | N/A                                 | 5,754,000  | 1602 Exchange             | CDC                |
| LITTLE CROW APARTMENTS          | WARSAW           | IN                        | 42              | 42                    | FAMILY           | Historic Adaptive Reuse          | CMC                    | M+A                     | DINO, IHCDA Dev. Fund               | 8,755,533  | Red Stone Equity Partners | CDC                |
| LYNNE VILLAGE                   | PHOENIX          | AZ                        | 96              | 96                    | FAMILY           | Midrise                          | CMC                    | M+A                     | TBD                                 | 24,001,745 | Boston Capital            | CDC                |
| LYNNDALE VILLAGE                | GRAND CHUTE      | WI                        | 60              | 52                    | SENIOR           | Midrise & Cottages               | CMC                    | Excel Engineering       | HOME                                | 9,401,552  | Red Stone Equity Partners | CDC                |
| MADISON PLACE                   | BEAVER DAM       | WI                        | 62              | 55                    | SENIOR           | Midrise                          | CMC                    |                         |                                     | 6,992,000  | Exchange                  | SILVERSTONE        |
| MAGNOLIA POINTE APARTMENTS      | FLORENCE         | SC                        | 24              | 24                    | SENIOR           | Cottages                         | CMC                    | Martin Riley Assoc      | HOME                                | 4,124,601  | N/A                       | CDC                |
| MARQUETTE MANOR                 | MILWAUKEE        | WI                        | 74              | 32                    | SENIOR           | Midrise                          | CMC                    |                         |                                     | 6,320,000  | BMO Harris                | SILVERSTONE        |
| MEADOWLAWN PLAZA                | MITCHELL         | SD                        | 105             | 105                   | FAMILY           | Midrise                          | Lloyd                  |                         | N/A                                 | 5,333,331  |                           | MIRUS              |
| MISSION VILLAGE OF CHEYENNE     | CHEYENNE         | WY                        | 41              | 41                    | FAMILY           | Midrise                          | CMC                    | M+A                     | HOME                                | 8,575,626  | Enterprise                | CDC                |
| MISSION VILLAGE OF DODGEVILLE   | DODGEVILLE       | WI                        | 40              | 34                    | FAMILY           | Cottages                         | CMC                    | M+A                     | HOME, AHP                           | 7,069,200  | Red Stone Equity Partners | CDC                |
| MISSION VILLAGE OF EVANS        | EVANS            | CO                        | 68              | 68                    | FAMILY           | Townhomes & Cottages             | CMC                    | M+A                     | HOME                                | 18,759,460 | Red Stone Equity Partners | CDC                |
| MISSION VILLAGE OF GREELEY      | GREELEY          | CO                        | 50              | 50                    | FAMILY           | Cottages & Townhomes             | CMC                    | M+A                     | CDBG                                | 13,284,200 | Wells Fargo               | CDC                |
| MISSION VILLAGE OF JACKSONVILLE | JACKSONVILLE     | TX                        | 48              | 48                    | FAMILY           | Cottages                         | CMC                    | M+A                     | N/A                                 | 9,480,327  | Red Stone Equity Partners | CDC                |
| MISSION VILLAGE OF KAUKAUNA     | KAUKAUNA         | WI                        | 60              | 51                    | FAMILY           | Cottages                         | CMC                    | M+A                     | HOME                                | 8,022,509  | Red Stone Equity Partners | CDC                |
| MISSION VILLAGE OF MENASHA      | MENASHA          | WI                        | 66              | 66                    | SENIOR           | Cottages                         | CMC                    | Excel Engineering       | HOME                                | 11,661,000 | Aegon                     | CDC                |
| MISSION VILLAGE OF MONAHANS     | MONAHANS         | TX                        | 49              | 44                    | FAMILY           | Cottages                         | CMC                    | Bolender Design         | HOME                                | 9,005,679  | Red Stone Equity Partners | CDC                |
| MISSION VILLAGE OF PECOS        | PECOS            | TX                        | 60              | 49                    | FAMILY           | Cottages                         | CMC                    | Excel Engineering       | HOME, TIF                           | 7,869,084  | Red Stone Equity Partners | CDC                |
| MISSION VILLAGE OF SHERBOYGAN   | SHERBOYGAN       | WI                        | 76              | 73                    | FAMILY           | Cottages                         | CMC                    | Excel Engineering       | HOME                                | 13,208,280 | Red Stone Equity Partners | CDC                |
| MISSION VILLAGE OF TAHLEQUAH    | TAHLEQUAH        | OK                        | 24              | 21                    | SENIOR           | Cottages                         | CMC                    |                         | N/A                                 | 3,677,505  | US Bank                   | CDC                |
| MONROE STREET APARTMENTS        | WATERLOO         | WI                        | 24              | 22                    | FAMILY           | Midrise                          | ACC                    |                         | N/A                                 | 3,869,398  |                           | MIRUS              |
| MUSKEGO SCHOOL APARTMENTS       | MUSKEGO          | WI                        | 40              | 34                    | SR. & FAMILY     | Historic School & Townhomes      | CMC                    | M+A                     | HOME, AHP                           | 10,969,037 | NEF                       | CDC (Co-Developer) |
| NEWBURY PLACE APARTMENTS        | RIPON            | WI                        | 40              | 40                    | FAMILY           | Adaptive Reuse & Townhomes       | CMC                    | M+A                     | AHP                                 | 6,604,398  | NEF                       | CDC                |
| PARISH SCHOOL APARTMENTS        | FOND DU LAC      | WI                        | 47              | 40                    | FAMILY           | 2 Historic Schools & Townhomes   | CMC                    | M+A                     | AHP                                 | 10,133,617 | NEF                       | CDC                |
| PARK PLACE                      | REDSBURG         | WI                        | 48              | 43                    | SENIOR           | Midrise                          | CMC                    |                         |                                     | 6,390,000  | PNC                       | SILVERSTONE        |
| PARKCREST APARTMENTS            | MADISON          | WI                        | 128             | 128                   | FAMILY           | Garden-Style                     | CMC                    |                         | N/A                                 | 19,252,869 | MIRUS                     |                    |
| PIONEER RIDGE                   | WISCONSIN DELLS  | WI                        | 72              | 61                    | FAMILY           | Cottages                         | CMC                    |                         | HOME                                | 11,957,535 | MIRUS                     |                    |
| PLEASANT VIEW TOWNHOMES         | PLYMOUTH         | WI                        | 24              | 23                    | FAMILY           | Townhomes                        | CMC                    | Excel Engineering       | HOME                                | 5,148,196  | PNC                       | CDC                |
| PRESERVE AT CHATHAM PARKWAY     | SAVANNAH         | GA                        | 144             | 144                   | FAMILY           | Midrise                          | CMC                    | Studio A Architecture   | HUD Loan                            | 24,542,741 | NEF                       | CDC                |
| PRINCE HALL VILLAGE             | MILWAUKEE        | WI                        | 24              | 24                    | FAMILY           | Midrise & Townhomes              | CMC                    | Design II Architects    | N/A                                 | 6,606,000  | Wells Fargo               | CDC                |
| RIDGECREST APARTMENTS           | MADISON          | WI                        | 127             | 127                   | FAMILY           | Garden-Style                     | CMC                    |                         |                                     | 16,130,098 | CREA                      | MIRUS              |
| RIVER FLATS                     | JANESVILLE       | WI                        | 92              | 92                    | FAMILY           | Midrise                          | CMC                    | M+A                     | AHP, NHTE, TIF                      | 18,218,802 | NEF                       | CDC                |
| RIVERSIDE SENIOR APARTMENTS     | FOND DU LAC      | WI                        | 46              | 41                    | SENIOR           | Midrise                          | CMC                    | Excel Engineering       | HOME, AHP                           | 7,041,800  | PNC                       | CDC                |
| ST. PETER'S RCAC                | FOND DU LAC      | WI                        | 46              | 43                    | SENIOR           | Historic Adaptive Reuse          | CMC                    | Design II Architects    | HOME, AHP                           | 8,074,000  | NEF                       | CDC                |
| STATION SQUARE                  | ROY              | UT                        | 31              | 25                    | SENIOR           | Midrise                          | Evergreen Management   | M+A                     | HOME                                | 5,942,400  | The Richman Group         | CDC                |
| SUNSET VILLAGE                  | ALBANY           | OR                        | 40              | 40                    | FAMILY           | Midrise                          | CMC                    | M+A                     | GHAP                                | 10,182,659 | Wells Fargo               | CDC                |
| SURF VIEW VILLAGE               | NEWPORT          | OR                        | 110             | 110                   | FAMILY           | Midrise                          | CMC                    | M+A                     | LIFT Loan                           | 22,221,662 | The Richman Group         | CDC                |
| THE ACE APARTMENTS              | MADISON          | WI                        | 70              | 59                    | FAMILY           | Midrise & Townhomes              | WMC                    | Dimension-IV            | AHP, County, Sponsor Loan, City AHF | 33,090,148 | Red Stone Equity Partners | CDC (Co-Developer) |
| THE EDGE ARTIST FLATS           | FARGO            | ND                        | 42              | 42                    | FAMILY           | Midrise                          | MetroPlains            | M+A                     | NHTE                                | 8,907,721  | Red Stone Equity Partners | CDC                |
| THE EDGE FLATS ON SEWARD        | GRAND RAPIDS     | MI                        | 34              | 34                    | FAMILY           | Midrise                          | CMC                    |                         | HOME                                | 8,916,682  | WNC                       | CDC                |
| THE ELEMENT                     | SUN PRAIRIE      | WI                        | 240             | 174                   | FAMILY           | Garden-Style                     | CMC                    |                         | N/A                                 | 27,357,449 |                           | MIRUS              |
| THE GLOBE                       | WATERTOWN        | WI                        | 48              | 44                    | FAMILY           | Midrise                          | Horizon                |                         |                                     |            |                           | ANTACH             |
| THE JEFFERSON                   | RIPON            | WI                        | 24              | 23                    | FAMILY           | Midrise & Townhomes              | CMC                    |                         |                                     |            |                           | CDC                |
| THE LANDINGS                    | MITCHELL         | SD                        | 31              | 13                    | FAMILY           | Townhomes                        | Lloyd                  |                         |                                     |            |                           | ANTACH             |
| THE REVEAL                      | NEW ORLEANS      | LA                        | 150             | 150                   | FAMILY           | Midrise                          |                        |                         |                                     |            |                           |                    |
| THE RIDGE                       | COLORADO SPRINGS | CO                        | 60              | 60                    | FAMILY           | Midrise                          | Grecco                 | M+A                     | HOME                                | 15,818,465 | The Richman Group         | CDC                |
| THE ROYAL                       | MADISON          | WI                        | 48              | 40                    | FAMILY           | Midrise                          | Stone House            |                         | HOME, AHP                           | 11,258,705 | MIRUS                     |                    |
| THE VILLAGE ON WATER            | MARINETTE        | WI                        | 49              | 42                    | FAMILY           | Cottages                         | CMC                    | Architects in Common    | HOME, AHP                           | 8,633,820  | The Richman Group         | CDC                |
| TOWNHOMES AT CRAFTSMAN VLG      | PLOVER           | WI                        | 44              | 44                    | FAMILY           | Townhomes                        | CMC                    | Excel Engineering       | HOME                                | 8,063,000  | Red Stone Equity Partners | CDC                |
| TRINITY ARTIST SQUARE           | FOND DU LAC      | WI                        | 35              | 35                    | FAMILY           | Townhomes                        | CMC                    | Excel Engineering       | CDBG                                | 8,587,475  | PNC                       | CDC                |
| UNION SQUARE APARTMENTS         | APPLETON         | WI                        | 50              | 50                    | FAMILY           | Midrise & Townhomes              | CMC                    | M+A                     | HOME, TIF                           | 8,421,670  | NEF                       | CDC                |
| WATERVIEW APARTMENTS            | LAWRENCEBURG     | IN                        | 64              | 64                    | FAMILY           | Garden-Style                     | CMC                    |                         |                                     | 3,800,000  |                           | JENGA              |
| WESTERN TOWNHOMES               | NEENAH           | WI                        | 68              | 64                    | FAMILY           | Townhomes                        | CMC                    | Excel Engineering       | N/A                                 | 12,732,549 | PNC                       | CDC                |
| WHITE PINES                     | CLOQUET          | MN                        | 35              | 35                    | FAMILY           | Midrise                          | MetroPlains            | Yes                     | N/A                                 | 8,809,967  | Enterprise                | CDC                |
| WILLIAM A. PASSAVANT            | MILWAUKEE        | WI                        | 51              | 51                    | SENIOR           | Historic Adaptive Reuse          | CMC                    | Excel Engineering       | N/A                                 | 9,535,000  | WNC                       | CDC                |
| WOODSIDE TERRACE                | BELOIT           | WI                        | 120             | 116                   | FAMILY           | Garden-Style                     | CMC                    |                         |                                     | 7,820,000  | PNC                       | SILVERSTONE        |
| COMPLETED PROJECTS:             | 85               | COMPLETED UNITS:          | 5529            | 5145                  |                  |                                  |                        |                         |                                     |            |                           |                    |
| PROJECTS UNDER CONSTRUCTION     | CITY             | STATE                     | NUMBER OF UNITS | NUMBER OF LIHTC UNITS | TYPE OF PROPERTY | BUILDING TYPE                    | PROPERTY MANAGER       | ARCHITECT               | Soft Funds                          | Dev Cost   | Equity Partner            | DEVELOPER          |
| 53RD FLATS                      | CORVALLIS        | OR                        | 100             | 100                   | FAMILY           | Midrise                          | Viridian               | M+A                     |                                     |            |                           | CDC                |
| DELL RANGE SENIOR APTS.         | CHEYENNE         | WY                        | 40              | 40                    | SENIOR           | Midrise                          | CMC                    | M+A                     | N/A                                 |            |                           | CDC                |
| EAGLE FLATS                     | JAMESTOWN        | ND                        | 33              | 33                    | FAMILY           | Midrise                          | CMC                    | M+A                     |                                     | 17,030,014 | NEF                       | CDC                |
| CENTURY TERRACE & HARBORVIEW    | MANISTEE         | MI                        | 167             | 167                   | SENIOR           | Midrise Rehab                    | Manistee Housing Auth. | M+A                     |                                     |            |                           | CDC                |
| CONFLUENT PARK (SALIDA RIDGE)   | SALIDA           | CO                        | 48              | 48                    | FAMILY           | Midrise                          |                        |                         |                                     |            |                           | CDC                |
| SOUTHERN COMMONS                | OKLAHOMA CITY    | OK                        | 97              | 97                    | SENIOR           | Midrise                          | CMC                    | M+A                     | N/A                                 |            | NEF                       | CDC                |
| SPARTAN LOFTS                   | SPARTA           | WI                        | 40              | 40                    | FAMILY           | Historic School                  | CMC                    | M+A                     | TBD                                 | 9,123,560  |                           | CDC                |
| HISTORIC WALNUT SQUARE          | TERRE HAUTE      | IN                        | 40              | 40                    | FAMILY           | Historic Adaptive Reuse          | CMC                    |                         | TBD                                 | 10,540,854 | Old National              | CDC                |
| NORTH MOORHEAD VILLAGE          | MOORHEAD         | MN                        | 46              | 46                    | FAMILY           | Cottages                         | CMC                    | Division IV-Madison LLC |                                     |            |                           | CDC (Co-Developer) |
| WATER'S EDGE APTS.              | WINONA           | MN                        | 41              | 41                    | FAMILY           | Family                           | CMC                    | M+A                     |                                     | 11,033,571 | Cinnair                   | CDC                |
| STATESBURG APTS.                | KAUKAUNA         | WI                        | 74              | 74                    | FAMILY           | Rehab                            | CMC                    | M+A                     |                                     |            |                           | CDC                |
| PROJECTS UNDER CONSTRUCTION:    | 10               | UNITS UNDER CONSTRUCTION: | 652             | 652                   |                  |                                  |                        |                         |                                     |            |                           |                    |
| PREDEVELOPMENT                  | CITY             | STATE                     | NUMBER OF UNITS | NUMBER OF LIHTC UNITS | TYPE OF PROPERTY | BUILDING TYPE                    | PROPERTY MANAGER       | ARCHITECT               | Soft Funds                          | Dev Cost   | Equity Partner            | DEVELOPER          |
| COMMONS AT ST ANTHONY'S         | AMARILLO         | TX                        | 124             | 124                   | SENIOR           | Historic Adaptive Reuse          | Alpha Barnes           | M+A                     |                                     |            | Boston Financial          | CDC (Co-Developer) |
| SOLID ROCK                      | COLORADO SPRINGS | CO                        | 77              | 77                    | FAMILY           | Midrise                          |                        |                         |                                     |            |                           | CDC                |
| GREENWAY COTTAGES               | MOSINEE          | WI                        | 24              | 24                    | FAMILY           | Cottages                         | CMC                    | M+A                     |                                     |            |                           | CDC                |
| BROOKE STREET LOFTS             | FOND DU LAC      | WI                        | 62              | 62                    | FAMILY           | Historic Adaptive Reuse          | CMC                    | M+A                     |                                     |            |                           | CDC                |
| SUPERIOR VIEW COTTAGES          | ASHLAND          | WI                        | 50              | 50                    | FAMILY           | Cottages                         | CMC                    | M+A                     |                                     |            |                           | CDC                |
| RENAISSANCE FLATS               | TALENT           | OR                        | 72              | 72                    | FAMILY           | Walk Ups                         | Viridian               | M+A                     |                                     |            |                           | CDC                |
| THE COVE                        | PHOENIX          | AZ                        | 88              | 88                    | FAMILY           | Walk Ups                         |                        |                         |                                     |            |                           |                    |
| FAIRHAVEN SUMMIT                | ASHEVILLE        | NC                        | 77              | 77                    | FAMILY           | Walk Ups                         |                        |                         |                                     |            |                           |                    |
| FAIRHAVEN GLEN                  | CHARLOTTE        | NC                        | 140             | 140                   | FAMILY           | Walk Ups                         |                        |                         |                                     |            |                           |                    |

| 10                         | CARRINGTON MANOR              | BEAUFORT        | SC                    | 64              | 64                    | SENIOR           | Midrise                 |                  |                      |            |             |                   |                      |
|----------------------------|-------------------------------|-----------------|-----------------------|-----------------|-----------------------|------------------|-------------------------|------------------|----------------------|------------|-------------|-------------------|----------------------|
| 11                         | LEXINGTON SCHOOL              | GRAND RAPIDS    | MI                    | 39              | 39                    | FAMILY           | Historic Adaptive Reuse |                  |                      |            |             |                   |                      |
| PREDEVELOPMENT PROJECTS:   |                               | 11              | PREDEVELOPMENT UNITS: |                 | 817                   | 817              |                         |                  |                      |            |             |                   |                      |
| COMPLETED TURNKEY PROJECTS |                               | CITY            | STATE                 | NUMBER OF UNITS | NUMBER OF LIHTC UNITS | TYPE OF PROPERTY | BUILDING TYPE           | PROPERTY MANAGER | ARCHITECT            | Soft Funds | Dev Cost    | Equity Partner    | DEVELOPER            |
| 1                          | EVERGREEN MANOR               | RHINELANDER     | WI                    | 50              | 50                    | SENIOR           | Midrise                 |                  | Design II Architects | N/A        | 8,084,000   | NEF               | CDC -(Dev Only)      |
| 2                          | HISTORIC WEST ELEMENTARY      | RHINELANDER     | WI                    | 24              | 24                    | SENIOR           | Historic School         |                  | Design II Architects | N/A        | 4,977,000   | Wells Fargo       | Dev/Donated)         |
| 3                          | PARK VIEW APARTMENTS - RAD    | ANTIGO          | WI                    | 84              | 84                    | SENIOR           | Preservation/Rehab      |                  |                      |            |             |                   | CDC -(Dev & Gc Only) |
| TURNKEY PROJECTS:          |                               | 3               | TURNKEY UNITS:        |                 | 158                   | 158              |                         |                  |                      |            |             |                   |                      |
| COMPLETED & SOLD           |                               | CITY            | STATE                 | NUMBER OF UNITS | NUMBER OF LIHTC UNITS | TYPE OF PROPERTY | BUILDING TYPE           | PROPERTY MANAGER | ARCHITECT            | Soft Funds | Dev Cost    | Equity Partner    | DEVELOPER            |
| 1                          | COLUMBIA SQUARE               | MILWAUKEE       | WI                    | 22              | 22                    | SENIOR           | Midrise                 |                  | Design II Architects | N/A        | 8,084,000   | NEF               | CDC                  |
| 2                          | LAKEFRONT MANOR               | OSHKOSH         | WI                    | 66              | 58                    | SENIOR           | Midrise & Cottages      |                  | Design II Architects | N/A        | 4,977,000   | Wells Fargo       | SILVERSTONE          |
| 3                          | RIVER BEND SENIOR VILLAGE     | WEST BEND       | WI                    | 52              | 52                    | SENIOR           | Midrise                 |                  |                      |            |             |                   | SILVERSTONE          |
| 4                          | SPRINGBROOK VILLAGE           | BURLINGTON      | WI                    | 48              | 48                    | SENIOR           | Midrise                 |                  |                      |            |             |                   | SILVERSTONE          |
| 5                          | SUNRISE VILLAGE               | SOUTH MILWAUKEE | WI                    | 48              | 44                    | SENIOR           | Midrise                 |                  |                      |            |             |                   | SILVERSTONE          |
| 6                          | WOODVIEW SENIOR APARTMENTS    | MUSKEGO         | WI                    | 24              | 24                    | SENIOR           | Midrise                 |                  |                      |            |             |                   | SILVERSTONE          |
| 7                          | SEDGEMEADOW                   | ELKHORN         | WI                    | 48              | 43                    | SENIOR           | Midrise                 | CMC              |                      |            |             |                   | PM)                  |
| 8                          | CRAFTSMAN VILLAGE OF APPLETON | APPLETON        | WI                    | 64              | 64                    | FAMILY           | Townhomes               | CMC              | Design II Architects | FHA        | 7,453,000   | The Richman Group | CDC                  |
| 9                          | MISSION VILLAGE OF PLOVER I   | PLOVER          | WI                    | 36              | 35                    | FAMILY           | Cottages & Townhomes    | CMC              | Design II Architects | HOME       | 3,891,000   | The Richman Group | CDC                  |
| 10                         | MISSION VILLAGE OF PLOVER II  | PLOVER          | WI                    | 24              | 22                    | FAMILY           | Cottages                | CMC              | Design II Architects | N/A        | 2,942,000   | The Richman Group | CDC                  |
| 11                         | BROOKSTONE COMMONS            | NEENAH          | WI                    | 52              | 48                    | SENIOR           | Midrise                 | CMC              | Not M+A              | N/A        | 4,640,200   | PNC               | SILVERSTONE          |
| 12                         | NEW VILLAGE                   | MILWAUKEE       | WI                    | 24              | 24                    | FAMILY           | Townhomes               | CMC              | Design II Architects | N/A        | 5,678,000   | The Richman Group | CDC                  |
| COMPLETED & SOLD PROJECTS: |                               | 11              | TURNKEY UNITS:        |                 | 484                   | 460              |                         |                  |                      |            |             |                   |                      |
| TOTAL PROJECTS:            |                               | 120             | TOTAL UNITS           |                 | 7640                  | 7232             |                         | 72               | 36                   |            | 883,610,502 |                   |                      |

# Meet Christopher Jaye



## PRINCIPAL

The Commonwealth Companies

O: Middleton, WI

P: 608.824.2294

E: [c.jaye@commonwealthco.net](mailto:c.jaye@commonwealthco.net)

Commonwealth is...

“an opportunity to make a difference in our communities.”

**Focus:** Oversees all areas of the company, including portfolio performance and dispositions. Manages client, partner, and business relationships while helping to direct the company's vision. Establishes long-term goals, identifies profitable ventures, and provides leadership to continue to move the company forward.

**Experience:** Chris has over 25 years of experience in multifamily finance with a focus on affordable housing. Prior to concentrating on real estate development in 2007, Chris spent 12 years involved in the acquisition and syndication of affordable housing developments, most recently as a Vice President of Acquisitions for a national provider of debt and equity financing. He received his degree in Political Science from the University of Wisconsin – Madison.

**Impressive Facts:** Before focusing on development, Chris served two terms on the Affordable Housing Investors Council Board of Governors.

**Fun Stuff:** Chris enjoys spending time with his wife, three children, and one of his two dogs.



For more information, go to:

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# Meet Kristi Morgan



## PRINCIPAL

The Commonwealth Companies

O: Middleton, WI

P: 920.238.3701

E: k.morgan@commonwealthco.net

Commonwealth is...

“a company that prides itself on providing safe affordable housing for families in need.”

**Focus:** Provides strategic leadership and oversight to the company to establish long-term goals, maximize revenues, and advance the company. Formulates and manages the company's strategic and organizational tactics. Cultivates relationships to improve Commonwealth's success by making a sound commitment to the team, long-term partners, and relationships with lenders, investors, professional partners, and the communities we serve.

**Experience:** Kristi has over 30 years of extensive experience in real estate management, development, real estate feasibility analysis, IRS Section 42 Tax Credit Program, HUD Section 8 housing, Tax Exempt Bond Financing Programs on local, state, and federal levels, capital and operational budgeting, property inspection and evaluation. She received her Bachelor's degree in Business from the University of Wisconsin-Madison.

**Impressive Facts:** Kristi has personally developed more than \$305 million dollars in affordable housing, netting over 2,900 units.

**Fun Stuff:** Kristi loves to travel, spend time with family and friends, being challenged and finding a way to overcome the challenge. She is also an avid reader.



For more information, go to:

[www.commonwealthco.net](http://www.commonwealthco.net)

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# Meet Louie Lange III



## PRINCIPAL, FOUNDER

The Commonwealth Companies

O: Fond du Lac, WI

P: 920.238.3701

E: l.lange@commonwealthco.net

Commonwealth is...

“a true community partner who works with everyone from urban planners and government agencies to neighborhood leaders and preservationists.”

**Focus:** Continues to grow the firm that started in his basement, to a team in excess of 250 people and \$100 million in annual revenue. Louie has a keen eye for maximizing revenue opportunities from every opportunity in the development, construction and property management of real estate. Many times, this desire has led to horizontal and vertical integration of Commonwealth's business through partnerships, acquisitions and the "start-up" of new ventures.

**Experience:** Louie Lange III received his Bachelor of Science degree in Business Administration and Management from Marquette University and an MBA from the University of Notre Dame - Mendoza College of Business. A former officer in the United States Marine Corps, Louie is the founder and Principal of The Commonwealth Companies, which was established in 2001.

**Impressive Facts:** Commonwealth's full development portfolio consists of 110 affordable housing projects with 6,442 units in 17 states, and counting. We have most recently been named the 2020 Best Affordable Housing Developer - USA by BUILD Magazine and 11th Largest Affordable Housing Developer in the U.S. by Affordable Housing Finance, and received numerous other awards and accolades over the last two decades.

**Fun Stuff:** Louie loves to travel and experience new places especially with his family and friends - throw in outdoor activities such as hiking, skiing or hunting followed up with a drink around a fire and he is in his happy place.



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# Meet Daniel Kroetz



## SENIOR VICE PRESIDENT - DEVELOPMENT AND DEVELOPMENT SERVICES

Commonwealth Development  
Corporation

O: Middleton, WI

P: 608.438.8415

E: d.kroetz@commonwealthco.net

Commonwealth is...

“a team of talented individuals collectively focused on changing the lives of others by providing a safe, secure, and affordable place to call home.”

**Focus:** Providing leadership and oversight of development operations. Dan works closely with developers and the development services staff to facilitate all phases of the development process in an efficient and successful manner.

**Experience:** Dan has 20 years of real estate experience. In his previous role, he was involved with the acquisition and development of over \$500 million of affordable housing, totaling approximately 3,500 units. Dan attended the University of Wisconsin - Madison where he earned his Bachelor's degree in Finance, Investment & Banking and Real Estate & Urban Land Economics.

**Impressive Facts:** Prior to joining Commonwealth, Dan was involved with a dozen permanent supportive housing developments that garnered numerous awards. These developments addressed affordability while also providing the supportive services necessary to ensure that residents remained housed. These facilities provided housing options for veterans, persons recovering from mental illness, persons with hearing or vision loss, and the homeless.

**Fun Stuff:** Dan enjoys spending time with his wife and their two young children. Traveling to new places, boating, campfires, and cheering on the Wisconsin Badgers are a few of his favorite things.



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# Meet Tyler Sheeran



## DEVELOPMENT ASSOCIATE

Commonwealth Development  
Corporation

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P: 608.556.2939

E: t.sheeran@commonwealthco.net

Commonwealth is...

“a company comprised of many dedicated individuals striving to make a difference in the world by providing top-tier affordable housing to communities in need.”

**Focus:** Leads entitlement and permitting activities for new multi-family developments in Wisconsin, Illinois, and Iowa. Works directly with local officials, community partners, landowners, and legal representatives to coordinate all activities throughout a project and bring it to a successful completion.

**Experience:** Sheeran holds a Bachelor of Science degree in Finance with a minor in Economics from Winona State University. Tyler has prior experience with The Commonwealth Companies, spending a summer interning with the development team.

**Impressive Facts:** Since joining Commonwealth full time in 2020, Sheeran has worked on a variety of project types including Acquisitions and rehabilitation of existing apartment communities as well as ground-up new construction projects across the country. Since taking on a production role, Sheeran has overseen the development of nearly 500 units securing \$91 million in federal and state LIHTC equity.

**Fun Stuff:** In his free time, Sheeran enjoys golfing, workout, and spending time with family and friends.



For more information, go to:

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# Meet Rhonda Orosz



## VICE PRESIDENT - DEVELOPMENT SERVICES ADMINISTRATION

Commonwealth Development Corporation

O: Middleton, WI

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E: r.orosz@commonwealthco.net

Commonwealth is...

“a leader and powerhouse in the industry focused on improving the lives of its residents with beautiful, safe housing that is a place they are proud to call home.”

**Focus:** Provides leadership, training and the coordination of Development Services. Rhonda works closely with the Development Service team and Developers on various applications, underwriting, due diligence all the way through to project closeout/stabilization.

**Experience:** Rhonda has 28 years of LIHTC experience. Prior to joining Commonwealth, Rhonda worked as a Manager of Tax Credits. Her role included those of a Developer with a large focus on the analysis, scoring and application processes for LIHTC, AHP, and other soft sources. Rhonda also provided a lead role with Investor/Lender negotiations, closings and relations. Rhonda holds a Bachelor's degree in Accounting with an emphasis in Mathematics from the University of Wisconsin - LaCrosse.

**Impressive Facts:** Secured a \$3M Capital Magnet Fund Grant through the CDFI for her prior employers non-profit housing client. This provided much needed GAP financing for LIHTC Projects and Refinancings. In addition, provided a lead role in several 4% Bond transactions. The first of these transactions involved 21 Section 8 Projects with 64 buildings across 32 scattered sites including some in very rural areas and totaling over 1000 units in just one transaction. At the time, this was the largest Bond transaction ever in the U.S.

*Fun Stuff:* Rhonda enjoys spending time with her family and friends, being out on the Harley, UTV'ing and boating throughout Wisconsin and around the Twin Cities, and the occasional gambling trip with her mom and sister.



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# **CONSTRUCTION**

**COMMONWEALTH CONSTRUCTION CORP.**



# Construction



**We build to last  
and have lifelong  
impact**



Commonwealth is unique in our breadth of knowledge, experience and ability to deliver housing that exceeds expectations, adds value and enhances the lives of the residents we serve and the communities in which we work. Our new construction developments are constantly evolving to provide our residents with the amenities and design features that they are looking for in the place they call home.



For more information, go to:

[www.commonwealthco.net/construction](http://www.commonwealthco.net/construction)

920.922.8170

[info@commonwealthco.net](mailto:info@commonwealthco.net)

# CONSTRUCTION

## COMMERCIAL

Commercial construction is an ever-changing and fast-paced field that requires experience to keep projects on time and on budget. Commonwealth Construction's team of knowledgeable and conscientious managers give the customer an advantage over our competitors. Our diverse experience, both at the management level and in the field, makes us the right choice for all commercial construction projects.

## CONSTRUCTION MANAGEMENT

Commonwealth Construction's goal is to work effectively with all members of the construction team to ensure a quality project that is on time and on budget. From the very beginning stages of any project, Commonwealth ensures that our customers' desires are the top priority. We pride ourselves on customer satisfaction on all projects. Whether it's design/build or hard bid, Commonwealth strives to complete the project with the owner's best overall value in mind without compromising quality.

## MULTI-FAMILY

Commonwealth Construction's expertise in multi-family construction offers the customer a superior advantage on all levels. From design to construction, value engineering to efficiency, we can provide an end product that will provide the owner with marketable units a cut above the rest. Multi-family construction can be challenging, but Commonwealth is prepared to help you with all aspects to successfully complete the project.

## FEATURED PROJECTS

|                                |                   |                        |
|--------------------------------|-------------------|------------------------|
| ● 2 OAKS                       | New Orleans, LA   | 400 Units for Families |
| ● MADISON ON BROADWAY          | Madison, WI       | 48 Units for Families  |
| ● BEACON AVENUE COTTAGES       | New London, WI    | 40 Units for Families  |
| ● BLUE BELL LOFTS              | Columbia City, IN | 52 Units for Seniors   |
| ● MISSION VILLAGE OF GREELEY   | Greeley, CO       | 50 Units for Families  |
| ● PORTER HOUSE                 | Greeley, CO       | 100 Units for Families |
| ● MISSION VILLAGE OF PECOS     | Pecos, TX         | 60 Units for Families  |
| ● EXCHANGE @ 104               | Fond du Lac, WI   | 48 Units for Families  |
| ● WILLIAM A. PASSAVANT         | Milwaukee, WI     | 51 Units for Seniors   |
| ● IMMEL INSURANCE BUILDING     | Taycheedah, WI    | New Office Building    |
| ● AMNICON FALLS VISITOR CENTER | Amnicon, WI       | Visitor Center         |



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# COMMONWEALTH CONSTRUCTION CORPORATION

## COMPLETED PROJECTS

| DEVELOPMENT NAME                | LOCATION             | CONST. TYPE      | # UNITS | PROPERTY TYPE  | PIS        |
|---------------------------------|----------------------|------------------|---------|----------------|------------|
| Attwood Pointe Apartments       | Florence, SC         | New Construction | 52      | Family         | 6/5/2018   |
| Auxiliary Court                 | West Bend, WI        | New Construction | 59      | Elderly        | 4/23/2012  |
| Barton School Apartments        | West Bend, WI        | Adaptive Reuse   | 40      | Family         | 11/1/2019  |
| Beacon Avenue Cottages          | New London, WI       | New Construction | 40      | Family         | 7/31/2017  |
| Cottages on Main                | Hortonville, WI      | New Construction | 40      | Family         | 1/1/2019   |
| Craftsman Village of Appleton   | Appleton, WI         | New Construction | 64      | Family         | 10/1/2004  |
| Craftsman Village of Plover     | Plover, WI           | New Construction | 40      | Elderly        | 6/28/2003  |
| Elementary School Apts.         | Schofield, WI        | Adaptive Reuse   | 36      | Family         | 9/29/2015  |
| Evergreen Manor                 | Rhineland, WI        | NC & Rehab       | 50      | Elderly        | 4/6/2011   |
| Fond du Lac Center              | Milwaukee, WI        | New Construction | 24      | Family         | 8/31/2007  |
| Fond du Lac Townhomes           | Fond du Lac, WI      | New Construction | 48      | Family         | 11/5/2010  |
| Fourteen91 Lofts                | Muncie, IN           | Adaptive Reuse   | 72      | Family         | 1/24/2019  |
| Friar House Flats               | Green Bay, WI        | Adaptive Reuse   | 40      | Family         | 11/1/2019  |
| Garden View Senior Apts.        | Elkhart, IN          | Adaptive Reuse   | 55      | Elderly        | 6/28/2018  |
| Garfield Park                   | Milwaukee, WI        | Adaptive Reuse   | 69      | Family         | 12/22/2011 |
| Hamilton Place                  | Sun Prairie, WI      | Rehab            | 240     | Family         | 4/12/2019  |
| Hilltop Cottages                | Pine City, MN        | New Construction | 35      | Family         | 11/18/2021 |
| Historic Apartments on 4th      | Mandan, ND           | Adaptive Reuse   | 39      | Family         | 12/18/2018 |
| Historic Berlin School Apts.    | Berlin, WI           | Adaptive Reuse   | 40      | Family         | 11/30/2016 |
| Historic Blue Bell Lofts        | Columbia City, IN    | Adaptive Reuse   | 52      | Elderly        | 1/30/2017  |
| Historic Lincoln School         | Shawano, WI          | Adaptive Reuse   | 24      | Family         | 8/21/2014  |
| Historic West Elementary        | Rhineland, WI        | Adaptive Reuse   | 24      | Elderly        | 10/1/2008  |
| Horicon School Apartments       | Horicon, WI          | Adaptive Reuse   | 40      | Family         | 6/30/2021  |
| Indianhead Cottages             | Mosinee, WI          | NC & Rehab       | 24      | Family         | 11/30/2012 |
| Jefferson Street Apartments     | Ripon, WI            | New Construction | 24      | Family         | 10/21/2014 |
| Lawler School Lofts             | Prairie du Chein, WI | Adaptive Reuse   | 40      | Family         | 7/31/2018  |
| Lisbon Terrace                  | Milwaukee, WI        | New Construction | 24      | Family         | 6/22/2011  |
| Little Crow Lofts               | Warsaw, IN           | Adaptive Reuse   | 42      | Family         | 11/30/2017 |
| Lynndale Village                | Grand Chute, WI      | New Construction | 60      | Elderly        | 1/26/2012  |
| Lynne Village                   | Phoenix, AZ          | New Construction | 96      | Family         | 12/29/2021 |
| Magnolia Point Apartments       | Florence, SC         | New Construction | 24      | Elderly        | 4/30/2021  |
| Mission Village of Cheyenne     | Cheyenne, WY         | New Construction | 41      | Family         | 1/21/2020  |
| Mission Village of Dodgeville   | Dodgeville, WI       | New Construction | 40      | Family         | 5/27/2016  |
| Mission Village of Evans        | Evans, CO            | New Construction | 68      | Family         | 11/30/2020 |
| Mission Village of Greeley      | Greeley, CO          | New Construction | 50      | Family         | 11/30/2016 |
| Mission Village of Jacksonville | Jacksonville, TX     | New Construction | 48      | Family         | 8/31/2016  |
| Mission Village of Kaukauna     | Kaukauna, WI         | New Construction | 60      | Family         | 3/29/2017  |
| Mission Village of Menasha      | Menasha, WI          | New Construction | 66      | Elderly        | 11/30/2010 |
| Mission Village of Monahans     | Monahans, TX         | New Construction | 49      | Family         | 8/26/2016  |
| Mission Village of Pecos        | Pecos, TX            | New Construction | 60      | Family         | 11/30/2015 |
| Mission Village of Plover I     | Plover, WI           | New Construction | 36      | Family         | 6/1/2004   |
| Mission Village of Plover II    | Plover, WI           | New Construction | 24      | Family         | 12/28/2005 |
| Mission Village of Sheboygan    | Sheboygan, WI        | New Construction | 76      | Family         | 11/15/2011 |
| Mission Village of Tahlequah    | Tahlequah, OK        | New Construction | 24      | Elderly        | 11/28/2014 |
| Muskego School Apartments       | Muskego, WI          | Adaptive Reuse   | 40      | Elderly/Family | 11/30/2020 |
| New Village                     | Milwaukee, WI        | New Construction | 24      | Family         | 6/29/2006  |
| Newbury Place Apartments        | Ripon, WI            | Adaptive Reuse   | 40      | Family         | 1/22/2016  |
| Parish School Apartments        | Fond du Lac, WI      | Adaptive Reuse   | 47      | Family         | 11/29/2017 |
| Parkcrest Apartments            | Madison, WI          | Rehab            | 128     | Family         | 4/3/2019   |
| Park View Apartments-RAD        | Antigo, WI           | Rehab            | 84      | Elderly        | 6/18/2015  |
| Pleasant View Townhomes         | Plymouth, WI         | New Construction | 24      | Family         | 11/30/2012 |
| Prince Hall Village             | Milwaukee, WI        | New Construction | 24      | Family         | 8/19/2008  |
| River Flats                     | Janesville, WI       | New Construction | 92      | Family         | 4/29/2021  |



|                               |                      |                  |                                   |         |            |
|-------------------------------|----------------------|------------------|-----------------------------------|---------|------------|
| Riverside Apartments          | Fond du Lac, WI      | New Construction | 46                                | Elderly | 10/31/2013 |
| Spartan Lofts                 | Spartan, WI          | Adaptive Reuse   | 40                                | Family  | 2/24/2022  |
| St. Peter's RCAC              | Fond du Lac, WI      | NC & Rehab       | 46                                | Elderly | 8/27/2009  |
| Station Square                | Roy, UT              | New Construction | 31                                | Elderly | 12/30/2016 |
| Sunset Village Apartments     | Albany, OR           | New Construction | 40                                | Family  | 12/20/2019 |
| Surf View Village             | Newport, OR          | New Construction | 110                               | Family  | 10/1/2020  |
| The Ace                       | Madison, WI          | New Construction | 70                                | Family  | 12/14/2021 |
| The Edge Artist Flats         | Fargo, ND            | New Construction | 42                                | Family  | 7/30/2019  |
| The Edge Flats on Seward      | Grand Rapids, MI     | New Construction | 34                                | Family  | 11/19/2020 |
| The Ridge Apartments          | Colorado Springs, CO | New Construction | 60                                | Family  | 12/30/2020 |
| The Village on Water          | Marinette, WI        | New Construction | 49                                | Family  | 5/28/2013  |
| Townhomes at Craftsman Vlg.   | Plover, WI           | New Construction | 44                                | Family  | 9/29/2011  |
| Trinity Artist Square         | Fond du Lac, WI      | NC & Rehab       | 35                                | Family  | 8/28/2012  |
| Union Square Apartments       | Appleton, WI         | New Construction | 50                                | Family  | 8/31/2015  |
| Western Townhomes             | Neenah, WI           | New Construction | 68                                | Family  | 11/1/2012  |
| William A. Passavant          | Milwaukee, WI        | NC & Rehab       | 51                                | Elderly | 7/6/2011   |
| <b>Completed Projects: 69</b> |                      |                  | <b># of Completed Units: 3518</b> |         |            |

| UNDER CONSTRUCTION PROJECTS            |                      |                  |                                           |               |                 |
|----------------------------------------|----------------------|------------------|-------------------------------------------|---------------|-----------------|
| DEVELOPMENT NAME                       | LOCATION             | CONST. TYPE      | # OF UNITS                                | PROPERTY TYPE | Anticipated PIS |
| North Moorhead Village                 | Moorhead, MN         | New Construction | 46                                        | Family        | 4/5/2022        |
| Southern Commons                       | Oklahoma City, OK    | New Construction | 97                                        | Senior        | 5/31/2022       |
| Eagle Flats                            | Jamestown, ND        | Adaptive Reuse   | 33                                        | Family        | 4/1/2022        |
| Dell Range                             | Cheyenne, WY         | New Construction | 40                                        | Senior        | 4/1/2022        |
| 53rd Flats                             | Corvallis, OR        | New Construction | 100                                       | Family        | 8/26/2022       |
| Century Terrace Harborview             | Manistee, MI         | Rehab            | 167                                       | Senior        | 12/8/2022       |
| Statesburg Apartments AKA Kaukauna RAD | Kaukauna, WI         | Rehab            | 74                                        | Senior        | 12/22/2022      |
| The Village at Solid Rock              | Colorado Springs, CO | New Construction | 77                                        | Family        | 5/31/2023       |
| <b>Projects Under Construction: 8</b>  |                      |                  | <b># of Units Under Construction: 634</b> |               |                 |

| THIRD PARTY PROJECTS            |                     |                  |                                    |               |            |
|---------------------------------|---------------------|------------------|------------------------------------|---------------|------------|
| DEVELOPMENT NAME                | LOCATION            | CONST. TYPE      | # OF UNITS                         | PROPERTY TYPE |            |
| Appleton Heights Townhomes      | Milwaukee, WI       | New Construction | 18                                 | Family        | Completed  |
| Exchange @ 104                  | Fond du Lac, WI     | Adaptive Reuse   | 48                                 | Family        | Completed  |
| Garfield Park                   | Milwaukee, WI       | Adaptive Reuse   | 69                                 | Family        | Completed  |
| Glendale Heights Townhomes      | Milwaukee, WI       | New Construction | 18                                 | Family        | Completed  |
| Kilbourn Apartments             | Wisconsin Dells, WI | New Construction | 60                                 | family        | 10/14/2021 |
| Meadowlawn Plaza                | Mitchell, SD        | Rehab            | 105                                | Family        | Completed  |
| Parkcrest Apartments            | Madison, WI         | Rehab            | 128                                | Family        | Completed  |
| Pioneer Ridge                   | Wisconsin Dells, WI | New Construction | 72                                 | Family        | Completed  |
| Porter House Apts.              | Greeley, CO         | New Construction | 100                                | Family        | Completed  |
| The Element                     | Sun Prairie, WI     | Rehab            | 240                                | Family        | Completed  |
| The Royal                       | Madison, WI         | New Construction | 48                                 | Family        | Completed  |
| <b>Third-Party Projects: 11</b> |                     |                  | <b># of Third-Party Units: 906</b> |               |            |

|                           |                          |
|---------------------------|--------------------------|
| <b>TOTAL PROJECTS: 88</b> | <b>TOTAL UNITS: 5058</b> |
|---------------------------|--------------------------|

As of 9/19/22

# Meet Brent Schumacher



Commonwealth is...

“ knowing that our projects are truly helping people. ”

**Focus:** Responsible for establishing and overseeing short and long-term goals for project execution, reporting, financials, and business development to grow and strengthen the construction companies' national footprint. Works in collaboration with the development, architectural, and management companies to identify opportunities that meet objectives.

**Experience:** Brent has over 25 years experience in the construction industry and development. He received his bachelor's degree in Business Administration from Marquette University. Prior to joining Commonwealth in 2008, working for a family construction business gave Brent the expertise to work in the development part of the industry on many commercial and residential projects.

**Impressive Facts:** Brent loves his role at Commonwealth because it is both very challenging and rewarding. You cannot only see the tangible successes daily, but you can see the good that they do for the final customer as well. The other part of his role that Brent loves is the environment and the people he works with - he could not ask for a better family-orientated environment to work in.

**Fun Stuff:** Brent finds enjoyment in hunting and fishing with friends and family.

## PRESIDENT - CONSTRUCTION

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# Meet Christopher Kyte



## SENIOR VICE PRESIDENT - CONSTRUCTION

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Commonwealth is...

“a company having dignity and purpose, with a team collectively focused on providing a great product and enhancing the communities we serve.”

**Focus:** Provides general leadership and oversight of construction operations for The Commonwealth Companies, and is responsible for the seamless execution of projects in the field. Chris supports the project and site management staff during construction, ensuring all phases and partners involved in the development of our facilities are successful.

**Experience:** Chris received his Bachelor of Science degree in Civil & Environmental Engineering from the University of Wisconsin-Madison, with an emphasis in Construction Management and a Certificate in Business. Prior to joining Commonwealth, Chris worked in design-phase and project management for 18 years with a commercial building contractor that focused primarily on the construction of healthcare facilities and corporate headquarters.

**Impressive Facts:** Chris has been responsible for management and oversight of \$700M+ in construction projects throughout his career, impacting the landscape of many Wisconsin communities. Many of these projects received multiple awards in various publications.

**Fun Stuff:** When Chris and his wife are not “decompressing” by keeping up with their twin boys and their activities, he enjoys spending time with his five brothers and sisters along with his father in the Milwaukee area. A pair of running shoes and a bike are about all Chris needs in life besides that!



For more information, go to:

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# **PROPERTY MANAGEMENT**

**COMMONWEALTH MANAGEMENT CORP.**

# Management



**We offer communities  
a chance to develop,  
grow, and inspire**



## **Management is key**

Commonwealth Management Corporation is a national real estate investment management firm headquartered in Fond du Lac, Wisconsin, providing multi-family residential and commercial real estate owners and investors with a broad scope of realty services, including rehabilitation, property management, and repositioning of real estate assets.



For more information, go to:

[www.commonwealthco.net/development](http://www.commonwealthco.net/development)

📞 920.922.8170

✉ [info@commonwealthco.net](mailto:info@commonwealthco.net)

# MANAGEMENT

## THIRD PARTY MANAGEMENT

At Commonwealth, people are our priority. When we provide third party management, we know it has to be more than a “one-size-fits-all” approach. Way more. Our team develops relationships with our partners and clients to tailor a third party management solution that addresses specific community needs. We’ll listen, collaborate, and develop a plan that accomplishes your goals. Then, together, we’ll create a home unlike any other.

## ASSET RENOVATION

Commonwealth Management has worked closely with Commonwealth Construction on numerous renovation projects. These projects have involved both the adaptive reuse of an existing building of historic significance and the renovation of existing housing stock. Commonwealth Management Corporation has the experience to position properties so they flourish in their respective marketplace.

## ASSET REPOSITIONING

Knowledge of the marketplace and implementing creative ideas has helped Commonwealth become an industry leader in asset reposition. Commonwealth is able to use its understanding of the market area and trends in order to maximize a property owner’s investment and long-term goals.

## LEASE-UP CAMPAIGN

Commonwealth’s team has a track record of success with lease-up campaigns, new products, recycled products or distressed products being brought back from the brink. Our extreme diligence and proactive approach has proven to be a valuable asset that ends up saving owners money.

## FEATURED PROJECTS

Commonwealth has a total of over 4,100 units under management in the United States.

|                                       |                   |                       |
|---------------------------------------|-------------------|-----------------------|
| ● <b>AUXILIARY COURT</b>              | West Bend, WI     | 60 Units for Seniors  |
| ● <b>BLUE BELL LOFTS</b>              | Columbia City, IN | 52 Units for Seniors  |
| ● <b>MISSION VILLAGE OF GREELEY</b>   | Greeley, CO       | 50 Units for Families |
| ● <b>MISSION VILLAGE OF MONAHANS</b>  | Monahans, TX      | 49 Units for Families |
| ● <b>MISSION VILLAGE OF SHEBOYGAN</b> | Sheboygan, WI     | 76 Units for Families |
| ● <b>WILLIAM A. PASSAVANT</b>         | Milwaukee, WI     | 51 Units for Seniors  |



For more information, go to:

[www.commonwealthco.net/development](http://www.commonwealthco.net/development)

920.922.8170

[info@commonwealthco.net](mailto:info@commonwealthco.net)



| COMMONWEALTH MANAGEMENT PORTFOLIO as of 4/29/2022 |                                 |                             |                 |                       |                  |              |
|---------------------------------------------------|---------------------------------|-----------------------------|-----------------|-----------------------|------------------|--------------|
|                                                   | PROPERTY                        | LOCATION                    | NUMBER OF UNITS | NUMBER OF LIHTC UNITS | TYPE OF PROPERTY | DATE MANAGED |
| 1                                                 | ATTWOOD POINTE APARTMENTS       | FLORENCE, SC                | 52              | 52                    | FAMILY           | 6/5/2018     |
| 2                                                 | AUXILIARY COURT                 | WEST BEND, WI               | 59              | 55                    | SENIOR           | 3/16/2012    |
| 3                                                 | AVENUE COMMONS                  | ANDREWS, TX                 | 60              | 50                    | FAMILY           | 1/21/2020    |
| 4                                                 | BARTON SCHOOL APARTMENTS        | WESTBEND, WI                | 40              | 34                    | FAMILY           | 5/1/2019     |
| 5                                                 | BEACON AVENUE APARTMENTS        | NEW LONDON, WI              | 40              | 34                    | FAMILY           | 7/31/2017    |
| 6                                                 | COTTAGES ON MAIN STREET         | HORTONVILLE, WI             | 40              | 34                    | FAMILY           | 1/1/2019     |
| 7                                                 | CRAFTSMAN VILLAGE OF APPLETON   | APPLETON, WI                | 64              | 63                    | FAMILY           | 1/1/2012     |
| 8                                                 | CRAFTSMAN VILLAGE OF PLOVER     | PLOVER, WI                  | 40              | 39                    | SENIOR           | 12/2/2010    |
| 9                                                 | DUNBAR COMMONS                  | OKLAHOMA CITY, OK           | 52              | 52                    | SENIOR           | 10/1/2019    |
| 10                                                | ELEMENTARY SCHOOL APARTMENTS    | SCHOFIELD, WI               | 36              | 33                    | FAMILY           | 9/29/2015    |
| 11                                                | FOND DU LAC CENTER              | MILWAUKEE, WI               | 24              | 22                    | FAMILY           | 9/1/2010     |
| 12                                                | FOND DU LAC TOWNHOMES           | FOND DU LAC, WI             | 48              | 48                    | FAMILY           | 7/13/2010    |
| 13                                                | FOURTEEN91 LOFTS                | MUNCIE, IN                  | 72              | 72                    | FAMILY           | 8/1/2018     |
| 14                                                | FRIAR HOUSE FLATS               | GREENBAY, WI                | 40              | 34                    | FAMILY           | 4/1/2019     |
| 15                                                | GARDEN VIEW SENIOR APARTMENTS   | ELKHART, IN                 | 55              | 55                    | SENIOR           | 6/28/2018    |
| 16                                                | GARFIELD PARK                   | MILWAUKEE, WI               | 69              | 69                    | FAMILY           | 1/1/2014     |
| 17                                                | HISTORIC BERLIN SCHOOL APTS.    | BERLIN, WI                  | 40              | 34                    | FAMILY           | 12/29/2015   |
| 18                                                | HISTORIC BLUE BELL LOFTS        | COLUMBIA CITY, IN           | 52              | 52                    | SENIOR           | 1/30/2017    |
| 19                                                | HISTORIC LINCOLN SCHOOL         | SHAWANO, WI                 | 24              | 24                    | FAMILY           | 8/21/2014    |
| 20                                                | HISTORIC WALNUT SQUARE          | TERRE HAUTE, IN             | 40              | 40                    | FAMILY           | 6/30/2021    |
| 21                                                | HORICON SCHOOL APARTMENTS       | HORICON, WI                 | 40              | 40                    | FAMILY           | 6/30/2021    |
| 22                                                | INDIANHEAD COTTAGES             | MOSINEE, WI                 | 24              | 23                    | FAMILY           | 10/12/2012   |
| 23                                                | JEFFERSON STREET APARTMENTS     | RIPON, WI                   | 24              | 23                    | FAMILY           | 9/30/2014    |
| 24                                                | LAWLER SCHOOL LOFTS             | PRAIRIE DU CHEIN, WI        | 40              | 34                    | FAMILY           | 7/31/2018    |
| 25                                                | LISBON TERRACE                  | MILWAUKEE, WI               | 24              | 24                    | FAMILY           | 6/25/2010    |
| 26                                                | LITTLE CROW LOFTS               | WARSAW, IN                  | 42              | 42                    | FAMILY           | 10/18/2017   |
| 27                                                | LYNNDALE VILLAGE                | GRAND CHUTE, WI             | 60              | 52                    | SENIOR           | 2/18/2011    |
| 28                                                | LYNNE VILLAGE                   | PHOENIX, AZ                 | 96              | 96                    | FAMILY           | 2/4/2022     |
| 29                                                | MAGNOLIA POINTE APARTMENTS      | FLORENCE, SC                | 24              | 24                    | SENIOR           | 4/30/2021    |
| 30                                                | MISSION VILLAGE OF CHEYENNE     | CHEYENNE, WY                | 41              | 41                    | FAMILY           | 5/29/2019    |
| 31                                                | MISSION VILLAGE OF DODGEVILLE   | DODGEVILLE, WI              | 40              | 34                    | FAMILY           | 5/27/2016    |
| 32                                                | MISSION VILLAGE OF EVANS        | EVANS, CO                   | 68              | 68                    | FAMILY           | 5/20/2020    |
| 33                                                | MISSION VILLAGE OF GREELEY      | GREELEY, CO                 | 50              | 50                    | FAMILY           | 4/1/2018     |
| 34                                                | MISSION VILLAGE OF JACKSONVILLE | JACKSONVILLE, TX            | 48              | 48                    | FAMILY           | 1/1/2017     |
| 35                                                | MISSION VILLAGE OF KAUKAUNA     | KAUKAUNA, WI                | 60              | 51                    | FAMILY           | 3/29/2017    |
| 36                                                | MISSION VILLAGE OF MENASHA      | MENASHA, WI                 | 66              | 66                    | SENIOR           | 11/12/2009   |
| 37                                                | MISSION VILLAGE OF MONAHANS     | MONAHANS, TX                | 49              | 44                    | FAMILY           | 1/1/2017     |
| 38                                                | MISSION VILLAGE OF PECOS        | PECOS, TX                   | 60              | 49                    | FAMILY           | 1/1/2017     |
| 39                                                | MISSION VILLAGE OF SHEBOYGAN    | SHEBOYGAN, WI               | 76              | 73                    | FAMILY           | 12/22/2010   |
| 40                                                | MISSION VILLAGE OF TAHLEQUAH    | TAHLEQUAH, OK               | 24              | 21                    | SENIOR           | 1/1/2017     |
| 41                                                | MUSKEGO SCHOOL APARTMENTS       | MUSKEGO, WI                 | 40              | 34                    | FAMILY/SENIOR    | 12/16/2019   |
| 42                                                | NEWBURY PLACE APARTMENTS        | RIPON, WI                   | 40              | 40                    | FAMILY           | 5/8/2016     |
| 43                                                | PARISH SCHOOL APARTMENTS        | FOND DU LAC, WI             | 47              | 40                    | FAMILY           | 12/27/2017   |
| 44                                                | PLEASANT VIEW TOWNHOMES         | PLYMOUTH, WI                | 24              | 23                    | FAMILY           | 11/1/2012    |
| 45                                                | PRESERVE AT CHATHAM PARKWAY     | SAVANNAH, GA                | 144             | 144                   | FAMILY           | 3/1/2019     |
| 46                                                | PRINCE HALL VILLAGE             | MILWAUKEE, WI               | 24              | 24                    | FAMILY           | 9/1/2009     |
| 47                                                | RIVER FLATS                     | JANESVILLE, WI              | 92              | 92                    | FAMILY           | 4/29/2021    |
| 48                                                | RIVERSIDE SENIOR                | FOND DU LAC, WI             | 46              | 41                    | SENIOR           | 10/31/2013   |
| 49                                                | ST. PETER'S RCAC                | FOND DU LAC, WI             | 46              | 43                    | SENIOR           | 4/1/2017     |
| 50                                                | SUNSET VILLAGE                  | ALBANY, OR                  | 40              | 40                    | FAMILY           | 12/2/2019    |
| 51                                                | SURF VIEW VILLAGE               | NEWPORT, OR                 | 110             | 110                   | FAMILY           | 4/27/2020    |
| 52                                                | THE EDGE FLATS SEWARD           | GRAND RAPIDS, MI            | 34              | 34                    | FAMILY           | 10/10/2019   |
| 53                                                | THE VILLAGE ON WATER            | MARINETTE, WI               | 49              | 42                    | FAMILY           | 10/1/2012    |
| 54                                                | TOWNHOMES AT CRAFTSMAN VLG      | PLOVER, WI                  | 44              | 44                    | FAMILY           | 12/2/2010    |
| 55                                                | TRINITY ARTIST SQUARE           | FOND DU LAC, WI             | 35              | 35                    | FAMILY           | 5/17/2012    |
| 56                                                | UNION SQUARE APARTMENTS         | APPLETON, WI                | 50              | 50                    | FAMILY           | 8/31/2015    |
| 57                                                | WESTERN TOWNHOMES               | NEENAH, WI                  | 68              | 64                    | FAMILY           | 12/1/2011    |
| 58                                                | WILLIAM A. PASSAVANT            | MILWAUKEE, WI               | 51              | 51                    | SENIOR           | 8/1/2010     |
|                                                   |                                 | <b>TOTAL UNITS / LIHTC:</b> | <b>2887</b>     | <b>2750</b>           |                  |              |



# Meet Nicole Nass



## VICE PRESIDENT - PROPERTY MANAGEMENT

Commonwealth Management Corporation

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Commonwealth is...

**“a company of world-class products and communities. Our commitment to building quality affordable housing serves as a catalyst to building communities.”**

**Focus:** Through collaboration with the Commonwealth Management team, focuses on providing exceptional affordable housing for residents and the communities Commonwealth serves.

**Experience:** Nicole has worked in the multifamily real estate industry since 2006 and has managed assets and portfolios in many states across the country. Her background includes overseeing a vast portfolio of communities ranging in size from 400 to 1,000 units in addition to training, auditing, and analyzing systems and procedures. She holds an Indiana real estate sale and broker's license.

**Impressive Facts:** Nicole is known for her effective leadership approach and has been the recipient of multiple awards. She has also served on a prominent leadership committee.

**Fun Stuff:** When Nicole is not in the office or volunteering, you'll find her on the golf course and enjoying time with her two beagles.



For more information, go to:

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# Meet Jonathon Caddy



## REGIONAL VICE PRESIDENT

Commonwealth Management  
Corporation

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Commonwealth is...

“an opportunity to provide quality affordable housing in the communities we serve, through the development and support of compassionate and dedicated team members.”

**Focus:** Sustainably grow revenue and NOI at Commonwealth Management Corp. communities while maintaining exceptional affordable housing for residents to enjoy calling home.

**Experience:** Jonathon holds a Bachelor of Arts degree in Psychology with a minor in Sociology, conferred with Honor from Michigan State University. He currently holds his Certified Apartment Portfolio Supervisor (CAPS), Certified Apartment Manager (CAM), and Housing Credit Certified Professional (HCCP) designations. Prior to joining Commonwealth, Jonathon continued to excel his roles leading up to a Regional Property Manager position in student, conventional, and affordable housing – managing communities as small as 52 units up to 504 units.

**Impressive Facts:** Prior to his full-time career in Property Management, Jonathon undertook a summer-long internship with Médecins du Monde (Doctors of the World) in the Moria and Kara Tepe refugee camps in Lesvos, Greece.

**Fun Stuff:** In his free time, Jonathon enjoys traveling and exploring new destinations with his mom. On the typical weekend, you will find him either with a puzzled look while attempting home remodeling projects or relaxing around the grill with friends and family.



For more information, go to:

[www.commonwealth-apartments.com](http://www.commonwealth-apartments.com)

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# **ARCHITECT / DESIGN**

**M+A DESIGN, INC.**





Let us bring  
your vision  
to life



M+A Design, Inc. delivers exceptional architectural design ideas and solutions that enrich people's lives and help organizations succeed. The outcomes we produce reflect our beliefs in value creation, quality, functionality, style, and environmental stewardship.

Licensed in 28\* states, we have had great success with our commercial, historic adaptive reuse, hospitality & multifamily housing projects across the country. We are attentive in the operational and design features that make each building beautiful and embody its own identity. Our architects and project designers capture and express building character through thoughtful and fully functional designs.



# OUR PORTFOLIO

The professionals at M+A Design, Inc. partner with clients to ensure we completely understand their vision and goals. We believe that team cohesiveness, concise communication, and the ability to implement inventive problem-solving skills are the keys to making each project successful in style, function, and cost.

## FEATURED PROJECTS

### COMMERCIAL

|                                        |                 |                                  |
|----------------------------------------|-----------------|----------------------------------|
| ● ENVISION GREATER FOND DU LAC         | Fond du Lac, WI | Commercial Space                 |
| ● IMMEL INSURANCE & FINANCIAL SERVICES | Fond du Lac, WI | Commercial Space                 |
| ● MODERN DENTAL CARE                   | Appleton, WI    | Commercial Space                 |
| ● THE GÄRTEN FACTORY                   | Fond du Lac, WI | Commercial Space, Adaptive Reuse |

### HISTORIC & ADAPTIVE REUSE

|                                     |                   |                 |
|-------------------------------------|-------------------|-----------------|
| ● GARDENVIEW SENIOR APARTMENTS      | Elkhart, IN       | 55 Senior Units |
| ● HISTORIC BERLIN SCHOOL APARTMENTS | Berlin, WI        | 40 Family Units |
| ● HISTORIC BLUE BELL LOFTS          | Columbia City, IN | 52 Senior Units |
| ● NEWBURY PLACE APARTMENTS          | Ripon, WI         | 40 Family Units |

### HOSPITALITY

|                      |                  |                               |
|----------------------|------------------|-------------------------------|
| ● HOLIDAY INN        | Grand Chute, WI  | 121 Rooms                     |
| ● HOME 2 STAY SUITES | Rapid City, SD   | 107 Rooms                     |
| ● RADISSON HOTEL     | Normal, IL       | 158 Rooms & Conference Center |
| ● TOWNPLACE SUITES   | Cedar Rapids, IA | 96 Rooms                      |

### MULTIFAMILY HOUSING

|                              |                |                 |
|------------------------------|----------------|-----------------|
| ● BEACON AVENUE COTTAGES     | New London, WI | 40 Family Units |
| ● MISSION VILLAGE OF GREELEY | Greeley, CO    | 50 Family Units |
| ● STATION SQUARE APARTMENTS  | Roy, UT        | 31 Senior Units |
| ● UNION SQUARE APARTMENTS    | Appleton, WI   | 31 Family Units |

*\*Licensed in 28 states: Alabama, Arizona, Arkansas, Colorado, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Minnesota, Montana, Nevada, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Texas, Utah, Washington, Wisconsin, Wyoming.*



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[www.madesigninc.net](http://www.madesigninc.net)

📞 920.322.5147 Ext. 28    ✉ [info@madesigninc.net](mailto:info@madesigninc.net)



## M+A DESIGN PORTFOLIO

| COMPLETED PROJECTS                | CITY             | STATE | # OF UNITS | BUILDING TYPE & # OF STORIES         |
|-----------------------------------|------------------|-------|------------|--------------------------------------|
| 15th Street Flats                 | Willmar          | MN    | 47         | 4-Story Midrise                      |
| Avenue Commons                    | Andrews          | TX    | 60         | Townhomes                            |
| Barton School Apartments          | West Bend        | WI    | 40         | Historic Adapt. Reuse & Townhomes    |
| Beacon Avenue Cottages            | New London       | WI    | 40         | Cottages                             |
| Cherokee Place                    | North Branch     | MN    | 48         | Cottages                             |
| Cottages on Main                  | Hortonville      | WI    | 40         | Cottages & 2-Story Townhomes         |
| Dunbar Commons                    | Oklahoma City    | OK    | 52         | Historic Adapt. Reuse                |
| Elementary School Apartments      | Schofield        | WI    | 36         | Historic Adapt. Reuse & Townhomes    |
| Fourteen91 Lofts                  | Muncie           | IN    | 72         | 2-Story Historic Factory & Townhomes |
| Friar House Flats                 | Green Bay        | WI    | 40         | Historic Adapt. Reuse & Townhomes    |
| Garden View Senior Apartments     | Elkhart          | IN    | 55         | Historic Adapt. Reuse                |
| Hilltop Cottages                  | Pine City        | MN    | 35         | Cottages                             |
| Historic Apartments on 4th        | Mandan           | ND    | 39         | Historic Adapt. Reuse                |
| Historic Berlin School Apartments | Berlin           | WI    | 40         | Historic Adapt. Reuse                |
| Historic Blue Bell Lofts          | Columbia         | IN    | 52         | Historic Adapt. Reuse                |
| Horicon School Apartments         | Horicon          | WI    | 40         | Historic Adapt. Reuse                |
| Lawler School Lofts               | Prairie du Chien | WI    | 40         | Historic Adapt. Reuse                |
| Little Crow Lofts                 | Warsaw           | IN    | 42         | Historic Adapt. Reuse                |
| Lynne Village                     | Phoenix          | AZ    | 96         | 3-Story Midrise                      |
| Meadowlawn Plaza                  | Mitchell         | SD    | 105        | 2-Story Apartment Rehab              |
| Mission Village of Cheyenne       | Cheyenne         | WY    | 41         | Cottages                             |
| Mission Village of Dodgeville     | Dodgeville       | WI    | 40         | Cottages                             |
| Mission Village of Evans          | Evans            | CO    | 68         | Cottages                             |
| Mission Village of Greeley        | Greeley          | CO    | 50         | Cottages & Townhomes                 |
| Mission Village of Kaukauna       | Kaukauna         | WI    | 60         | Cottages                             |
| Muskego School Apartments         | Muskego          | WI    | 40         | Historic Adapt. Reuse & Townhomes    |
| Newbury Place                     | Ripon            | WI    | 40         | Historic Adapt. Reuse & Townhomes    |
| Parish School Apartments          | Fond du Lac      | WI    | 47         | Historic Adapt. Reuse                |
| Pioneer Ridge                     | Wisconsin Dells  | WI    | 72         | Cottages                             |
| River Flats                       | Janesville       | WI    | 92         | 5-Story Midrise                      |
| Spartan Lofts                     | Sparta           | WI    | 40         | Historic Adapt. Reuse                |
| Station Square Apartments         | Roy              | UT    | 31         | 2 & 3-Story Midrise                  |
| Sunset Village                    | Albany           | OR    | 40         | 4-Story Midrise                      |
| Surfview Village                  | Newport          | OR    | 110        | 3-Story Midrise                      |
| The Edge Artist Flats             | Fargo            | ND    | 42         | 4-Story Midrise                      |
| The Reveal                        | New Orleans      | LA    | 150        | 2-Story Garden Style                 |
| The Ridge                         | Colorado Spring  | CO    | 60         | 3-Story Midrise                      |
| Union Square Apartments           | Appleton         | WI    | 50         | 3-Story Midrise & Townhomes          |
| White Pines Apartments            | Cloquet          | MN    | 35         | 3-Story Midrise                      |
| Kilbourn Flats                    | Wisconsin Dells  | WI    | 60         | 4-Story Midrise                      |
| Parkcrest                         | Madison          | WI    | 128        | Moderate rehab                       |
| Hamilton Place                    | Sun Prairie      | WI    | 240        | Moderate rehab                       |
|                                   |                  |       |            |                                      |

|                                    |                    |                |                   |                                         |
|------------------------------------|--------------------|----------------|-------------------|-----------------------------------------|
| <b>COMPLETED RPROJECTS: 42</b>     |                    | <b># UNITS</b> | <b>2555</b>       |                                         |
| <b>PROJECTS UNDER CONSTRUCTION</b> | <b>LOCATION</b>    | <b>STATE</b>   | <b># OF UNITS</b> | <b>BUILDING TYPE &amp; # OF STORIES</b> |
| 53rd Flats                         | Corvallis          | OR             | 100               | 2 & 3 Story Garden Style                |
| Manistee Housing Authority         | Manistee           | MI             | 115               | Moderate rehab                          |
| Dell Range                         | Cheyenne           | WY             | 40                | 3-Story Midrise                         |
| Eagle Flats                        | Jamestown          | ND             | 33                | 4-Story Midrise                         |
| Golden Ventures                    | Kaukauna           | WI             | 74                | Moderate rehab                          |
| Historic Walnut Square             | Terra Haute        | IN             | 42                | Historic Adapt. Reuse & Townhomes       |
| North Moorhead Village             | Moorhead           | MN             | 46                | 3-Story Midrise                         |
| Salida Ridge                       | Salida             | CO             | 48                | 3 Story Garden Style                    |
| Souther Commons                    | Oklahoma City      | OK             | 97                | 4-Story Midrise                         |
| Village at Solid Rock              | Colorado Springs   | CO             | 77                | 4-Story Midrise                         |
| Water's Edge                       | Winona             | MN             | 41                | 3-Story Midrise                         |
|                                    |                    |                |                   |                                         |
| <b>UNDER CONSTRUCTION: 11</b>      |                    | <b># UNITS</b> | <b>713</b>        |                                         |
|                                    |                    |                |                   |                                         |
| <b>TOTAL PROJECTS: 53</b>          | <b>TOTAL UNITS</b> |                | <b>3268</b>       |                                         |

# Meet Ben Marshall



## SENIOR VICE PRESIDENT OF ARCHITECTURE

M+A Design, Inc.

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M+A Design is...

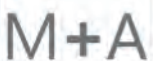
“a true collaboration of development, design and construction along with our community partners to deliver housing solutions that make a difference.”

**Focus:** Providing leadership and oversight of project design. Ben works closely with the architectural team and outside vendors to ensure delivery of high-quality design to our projects.

**Experience:** Ben received his Bachelor's degree in Architecture from the University of Wisconsin - Milwaukee. He has over 25 years in architectural design and construction, encompassing a wide range of commercial and residential building types. The past 15 years of his career have been focused on multi-family and affordable housing.

**Impressive Facts:** Ben has been involved with the design of over 5,000 units of housing including new construction, preservation of existing housing and historic adaptive reuse. Many of these projects have received awards for their design at the local and national level.

**Fun Stuff:** Ben enjoys spending time with his family, traveling and time on the boat. There is no such thing as a bad day on the water!



For more information, go to:

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# Meet Lucas Petrie



## DIRECTOR OF PROJECT MANAGEMENT

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M+A Design...

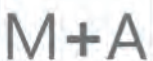
“communication, collaboration, cohesiveness and problem solving that make each project successful in style, function and cost.”

**Focus:** Designs successful and optimal solutions while maintaining environmental and energy efficiencies that provide healthy and comfortable environments for residents.

**Experience:** Lucas began his architectural career in 2005, completing his formal education in 2009 with a degree in Architecture and Urban Design from the University of Wisconsin - Milwaukee. His expertise is taking preliminary concepts to construction documents focusing on high quality, cost-effective design.

**Impressive Facts:** Lucas has extensive experience with hospitality and LIHTC project design and excels in new construction adaptive reuse and historic preservation.

**Fun Stuff:** Lucas enjoys spending time with his family by going to Brewer games and time on the lake. He also enjoys golf, all Wisconsin sporting events, and doing woodworking projects.



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# **National Recognition**





### **Memorandum to the Record – National Recognition**

Commonwealth Development Corporation of America is proud to be the top affordable housing developer in its home state of Wisconsin. Nationally, Commonwealth Development Corporation was named a top ten affordable housing developers in the country for 2021 (Ranked #9 by Affordable Financing Magazine) three spots up from its previous position in 2020 (Ranked #12 by Affordable Financing Magazine). Also in 2020, Commonwealth was named Best Affordable Housing Developer 2020-USA by BUILD Magazine.

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## MANAGEMENT & OPERATIONS

[HOME](#) > [MANAGEMENT & OPERATIONS](#) > TOP 50 AFFORDABLE HOUSING DEVELOPERS OF 2021

Posted on: June 02, 2022



### AFFORDABLE HOUSING FINANCE

## Top 50 Affordable Housing Developers of 2021

Dominium lands at No. 1 after starting construction on 3,046 units last year.

| RANK • COMPANY                                    | HEADQUARTERS     | EXECUTIVE CONTACT                                                                          | 2021 STARTS/<br>COMPLETIONS | ORG. TYPE  | RANK<br>2020 |
|---------------------------------------------------|------------------|--------------------------------------------------------------------------------------------|-----------------------------|------------|--------------|
| 1. <a href="#">Dominium</a>                       | Plymouth, MN     | Paul Sween, senior managing partner, and Mark Moorhouse, senior vice president and partner | 3,046/2,905                 | For-profit | 3            |
| 2. <a href="#">LDG Development</a>                | Louisville, KY   | Chris Dischinger and Mark Lechner, principals                                              | 2,930/2,930                 | For-profit | 1            |
| 3. <a href="#">The NRP Group</a>                  | Cleveland, OH    | J. David Heller, CEO                                                                       | 2,361/2,984                 | For-profit | 2            |
| 4. <a href="#">The Michaels Organization</a>      | Camden, NJ       | John J. O'Donnell, CEO                                                                     | 1,978/946                   | For-profit | 18           |
| 5. <a href="#">The Pacific Cos.</a>               | Eagle, ID        | Caleb Roope, president and CEO                                                             | 1,768/1,972                 | For-profit | 21           |
| 6. <a href="#">Kittle Property Group</a>          | Indianapolis, IN | Jeffrey Kittle, president and CEO                                                          | 1,460/1,442                 | For-profit | 7            |
| 7. <a href="#">RISE Residential Construction</a>  | Dallas, TX       | Melissa Fisher, president and owner                                                        | 1,274/1,062                 | For-profit | 11           |
| 8. <a href="#">TWG Development</a>                | Indianapolis, IN | Tony Knobler, CEO and founder                                                              | 1,254/1,199                 | For-profit | 32           |
| 9. <a href="#">Commonwealth Development Corp.</a> | Fond du Lac, WI  | Louie Lange III, principal and founder                                                     | 1,230/755                   | For-profit | 12           |
| 10. <a href="#">Woda Cooper Cos.</a>              | Columbus, OH     | Jeffrey Woda and David Cooper Jr., principals                                              | 1,190/913                   | For-profit | 10           |
| 11. <a href="#">MVAH Partners</a>                 | West Chester, OH | Brian McGeady and Michael Riechman, managing partners                                      | 1,096/272                   | For-profit | 36           |
| 12. <a href="#">McCormack Baron Salazar</a>       | St. Louis, MO    | Vincent R. Bennett, president                                                              | 1,050/687                   | For-profit | 22           |



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BUILD BRIGHTER  
COMMUNITIES.



LUMENT

Hall of Fame &  
Young Leaders

2022



# Best Affordable Housing Developer 2020 - USA

Based in Wisconsin, Commonwealth is a team of highly experienced developers, contractors, architectural designers and property managers committed to the development of affordable housing. Following their success in the Real Estate & Property Awards 2020, we got in touch with Dan Kroetz, Senior VP of Development to find out more.

**S**ince 2001, The Commonwealth Companies has opened the doors to opportunity by designing and constructing world-class products for communities, partners, and families. To start, Dan provides us with a brief overview of the firm and offers more insight into its typical clientele.

“As a team of highly experienced developers, architectural designers, construction professionals, and property managers, at the core of our business is the development of affordable housing that enhances the lives of the residents we serve and adds value to communities. Having developed over 100 affordable housing communities and more than 6,575 units across 17 states, we have been named one of the largest housing developers in the USA by Affordable Housing Finance (AHF).”

“In addition to the development of affordable housing, our general construction, architectural design and property management companies help us design, build and manage our communities. It has become very evident there is a need for more affordable housing across the US, and for people to understand how this type of housing positively impacts a community’s growth and development.”

As a community partner, Commonwealth works at both the state and local levels to ensure an effective collaboration takes place. Moreover, as Dan goes on to explain, this approach has been key to the development of some of the firm’s projects.

“Working at both state and local levels has enabled us to meet the distinctive needs of the area and this is one of the reasons why we have such a successful track record of delivering high-quality projects that meet or exceed the goals of our clients and partners. We take great pride in ensuring that each project is delivered on time, on budget, and with attention to detail. We have a magnitude of experience in new construction and the adaptive reuse of historic buildings, where we have been able to “save” deteriorating buildings or landmarks and turn them into a valuable community asset. Having some or all our companies involved in each project enables us to keep our standards high, but also allows us to form valuable partnership with other quality contractors & vendors.”

More recently, Commonwealth has been involved in the first ever tax credit development in the City of Evans, as Dan goes on to explain.

“Every project is unique and interesting which is one of the things that makes our work so fun. A recent project that comes to mind



is our Mission Village of Evans development located in Evans, Colorado, USA. By utilising the remaining CDBG-Disaster Relief funds (a benefit extended to Greely County municipalities that

were especially hard hit by the 2013 floods), we were able to build homes for families in need through our partnership with the Greely-Held Habitat for Humanity.”

“In addition to our 68-townhome and cottage-style units for working families making at or below 60% of the area median income (AMI), Habitat is also developing a 25-unit affordable homeownership community adjacent to our project site.”

Currently, the construction industry is going through a challenging time with heightened costs and a tightened timeframes to build, proving to be a constant struggle for everyone in the industry. However, as Dan points out, at Commonwealth the internal culture of the firm has played an integral role in the success of projects.

“As a whole, we encourage a “family” mentality with an “all of us in it together,” frame of mind. Our *One Commonwealth* mantra reiterates that all the Commonwealth companies – development, construction, architectural design, and property management, play integral roles in the overall success of projects. It also further encourages inter-company collaboration and problem solving to better a project and overall bottom line.”

Finally, Dan commented on the future of the Commonwealth, looking ahead to remainder of 2020 and beyond.

“The foundation of our company’s continued success and growth is our employees. As a whole, we insist on hiring and retaining the absolute best and brightest talent available to strengthen our teams. Going forward, we are optimistic about the future and know our exceptional employees, entrepreneurial spirit, and commitment to communities will continue to open doors to new opportunities.”

Web Address: [www.commonwealthco.net](http://www.commonwealthco.net)

## PLANNING OPTION AGREEMENT

### CITY OF WAUSAU & COMMONWEALTH REAL ESTATE ACQUISITIONS, LLC

THIS PLANNING OPTION AGREEMENT (this "Agreement") is made and entered into as of the 25<sup>th</sup> day of October 2022, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation established pursuant to Chapter 66, Wis. Stats., having its office at 407 Grant Street, City Hall, Wausau, Wisconsin 54401 (hereinafter "CITY") and **COMMONWEALTH REAL ESTATE ACQUISITIONS, LLC**, a Wisconsin limited liability company, with its principal address of 24 S. Brooke St, Fond du Lac, WI 54935 (hereinafter "DEVELOPER").

#### WITNESSETH:

WHEREAS, CITY owns certain real property and improvements located at 700, 804, 810, 814 and 816 Grand Ave, Wausau, Wisconsin, known as "700 Grand Ave" and with PIN Nos. 291-2907-363-0031, 291-2907-363-0032, 291-2907-363-0035, 291-2907-363-0033, 291-2907-363-0034 (the "Property"); and

WHEREAS, DEVELOPER has requested a period of time to complete all desired due diligence necessary to determine the physical and financial feasibility of certain redevelopment activities at the Property (the "Project"); and

WHEREAS CITY desires to see the Property redeveloped in order to generate economic activity and tax base for the community; and

WHEREAS, depending on a determination by both parties of the economic and land use compatibility of the proposed Project, CITY is willing to negotiate an agreement relating to the sale of the Property to DEVELOPER and development of the Project.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

#### 1. Planning Option.

- (a) Subject to the terms and conditions herein, CITY hereby grants to DEVELOPER (and any entity that is approved by the City of Wausau as a successor or assign, for this purpose, City approval is delegated to City's Development Director) an exclusive period from the date hereof through December 31, 2023, to complete, at DEVELOPER's sole cost, any desired due diligence and feasibility studies relating to the Property and the Project (the "Planning Option"). The price of the Planning Option shall be Ten Dollars (\$10.00). The Planning Option may be extended for an additional period of six (6) months upon written notice to CITY prior to expiration for an additional fee of Ten Dollars (\$10.00) (such fee is non-refundable except as set forth below).
- (b) CITY, during the period of the Planning Option or any extension thereof, agrees not to sell the Property and agrees that DEVELOPER has exclusive rights to the purchase and development of the Property during such period.
- (c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided however, that:
  - (i) any destructive or invasive testing shall require CITY'S advance written consent (for this purpose, City approval is delegated to Department of Public Works Director or City Engineer)
  - (ii) prior to conducting any activities on the Property, DEVELOPER agrees to

provide CITY with proof of liability insurance reasonably acceptable to CITY; and (iii) DEVELOPER agrees to promptly repair any damage DEVELOPER or its agents causes (such obligation shall survive the expiration or termination of this Agreement); and (iv) DEVELOPER and its agents shall comply with all applicable laws. CITY shall make available all known environmental reports in CITY's possession.

(d)

(e) During the Planning Option, CITY shall make good faith efforts to coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

2. **Development Agreement Negotiations.** Upon a determination by DEVELOPER that the Project is feasible, DEVELOPER shall have the option to provide CITY with written notice of DEVELOPER's intent to proceed prior to the expiration of the Planning Option. Upon the delivery of such notice, the parties agree to negotiate in good faith for a period of not more than ninety (90) days to arrive at a binding development agreement between the parties relating to the sale of the Property and the development of the Project (the "Development Agreement"). During which time this Planning Option will remain in effect to allow continued access to the site, and site control. The terms and conditions of the binding Development Agreement are subject in all respects to negotiation and mutual agreement, and neither party shall be obligated to enter into such agreement. Before it can be finalized, any Development Agreement shall be subject to the approval by the City Council. If after such negotiation period no binding Development Agreement has been completed, this Agreement shall self-terminate. The following is the current, non-binding understanding as to the potential structure of the Project:

(a) The Project will be consistent with DEVELOPER's previous written response to CITY's Request for Proposal process.

(b) CITY will transfer the Property to DEVELOPER in its "AS-IS" condition for a purchase price to be determined in negotiations and pursuant to the terms of an executed Development Agreement.

(c) The Project will be compliant with existing zoning. This Agreement does not supersede existing zoning and it does not guarantee or imply that any proposed uses that are not currently permitted by existing zoning will be authorized or that the regular design review processes can be avoided.

(d) CITY's obligations under the Development Agreement will be conditioned upon, among other items, evidence of Project financing, review and approval of DEVELOPER's construction plans, and approval by the City of Wausau Common Council in all respects.

(e) Without limiting the generality of the foregoing, DEVELOPER acknowledges and agrees that (i) CITY has no obligation to enter into a Development Agreement, to provide development incentives, or to sell the Property to DEVELOPER, whether or not DEVELOPER proposes a project and/or incentives similar to prior discussions, (ii) DEVELOPER shall not be entitled to any payments from CITY including, without limitation, payment of DEVELOPER's costs (whether incurred



to date or in the future) relating to the Property, the Project or Development Agreement negotiations, except as set forth in a binding Development Agreement, such costs being at DEVELOPER's sole expense; and (iii) if a binding Development Agreement is not entered into within the timeline above, CITY may pursue different development options for the Property, including, without limitation, selling to another party.

3. **Termination.** In the event DEVELOPER determines that the proposed Project is not feasible, or otherwise does not desire to move forward, DEVELOPER shall terminate this Agreement by providing CITY with written notice thereof. In the event DEVELOPER provides no notice to proceed prior to the expiration of the Planning Option, this Agreement shall automatically terminate. CITY shall have the option to terminate this Agreement, with or without cause, upon at least thirty (30) days' written notice and, if without cause, CITY shall refund any payments made to CITY for the Planning Option. Upon termination or expiration of this Agreement, neither party shall have any further obligations except those which expressly survive.
4. **Miscellaneous.** DEVELOPER shall not have the right to assign this Agreement to any other party without the prior written consent of CITY (as identified in Item 1(a) above, which consent shall not be unreasonably withheld. 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, to the address listed in the intro paragraph above. Under no circumstances shall any council member, officer, official, director, attorney, employee, or agent of CITY have any personal liability arising out of this Agreement. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by both parties. Any approval, consent or waiver by CITY shall not be binding unless/until approved or ratified by the City Council. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and undertakings between the parties. This Agreement is intended solely for the benefit of DEVELOPER and CITY, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement. If any provision of this Agreement is held invalid or unenforceable, the remaining portion thereof and all other provisions of this Agreement will remain valid and in force to the fullest extent by law. This Agreement is governed by Wisconsin law, and any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and DEVELOPER. 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.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**CITY:**

CITY OF WAUSAU

a Wisconsin municipal corporation

By: \_\_\_\_\_

Katie Rosenberg, Mayor

By: \_\_\_\_\_

Kaitlyn Bernarde, Clerk

**DEVELOPER:**

COMMONWEALTH REAL ESTATE ACQUISITIONS, LLC

a Wisconsin limited liability company

By: \_\_\_\_\_

Kristi Morgan, Principal

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

**RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE**

Authorizing sale of 205 N. 10<sup>th</sup> Street

Committee Action:      Approved 4-1

Fiscal Impact:              Sale of the property will result in proceeds of \$2,000

**File Number:**              22-1105

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                   |                                                                     |                |                          |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------|--------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                             | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | N/A – no costs |                          |
|               | <i>Included in Budget:</i>                                                                                                                        | Yes <input type="checkbox"/> No <input type="checkbox"/>            |                |                          |
|               | <i>One-time Costs:</i>                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            |                |                          |
|               | <i>Recurring Costs:</i>                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i> |                          |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                              | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i> |                          |
|               | <i>Grant Financed:</i>                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i> |                          |
|               | <i>Debt Financed:</i>                                                                                                                             | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i>  | <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                              | Yes <input type="checkbox"/> No <input type="checkbox"/>            |                |                          |
|               | <i>TID Source: Increment Revenue <input type="checkbox"/> Debt Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i> |                                                                     |                |                          |

**WHEREAS**, the City of Wausau purchased and demolished a blighted building located at 205 N. 10<sup>th</sup> Street in May 2012;

**WHEREAS**, through the City's Property Disposition Program this property was targeted as a Redevelopment Property and was marketed according to the Property Disposition Program guidelines;

**WHEREAS**, an offer has been received from Nathan Tvedten, owner of the adjacent property, in the amount of \$2000 with plans to add this parcel onto his current property; and

**WHEREAS**, The Economic Development Committee recommends to sell this property to Nathan Tvedten in the amount of \$2000 to add it to their current property;

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau hereby approves the sale to Nathan Tvedten in the amount of \$2000 and hereby authorizes and directs the Mayor or appropriate staff to execute the necessary real estate documents for the conveyance of this parcel.

Approved:

\_\_\_\_\_  
Katie Rosenberg, Mayor

# MINUTES

## Economic Development Committee Meeting

*Date / time* Tuesday, November 1, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

### In Attendance

Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Liz Brodek, Randy Fifrick, Shannon Graff, Tammy Stratz, MaryAnne Groat, Mayor Rosenberg, Atty. Anne Jacobson, Lt. Jacob Chittum, Tracy Rieger, Rick Rubow, Alder Gary Gisselman, Trent Claybaugh (Gorman & Company, LLC), Rolly Lokre, David and Rebecca Hummer (Wausau Museum of Contemporary Art)

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

### Agenda Item 5 – Discussion and possible action approving the sale of 205 N 10<sup>th</sup> Street to Nathan Tvedten (Stratz)

Stratz advised she received an offer to purchase from the neighbor of the city-owned lot at 205 N. 10<sup>th</sup> Street. She said the offer was for \$2,000 and they potential buyer wants to increase their lot size because the lot their home sits on is small. Stratz noted the lot, which was included in the recent request for ARPA funds to build single family homes, is one of the difficult lots to build on.

Kilian commented the city purchased the lot for \$10,000 and demolished the duplex that was located on the site, but the offer received is for \$2,000. He asked if the assessed value of the vacant lot is known.

Stratz said she doesn't have an assessed value on it because it's tax exempt but when she asked the attorney's office what the value of a lot would be she was told it would depend on whether there are utilities to the lot because it would be more valuable than other lots. Stratz noted this lot does not even have a driveway, nor any curb cuts for one. She stated when the city bought the property and demolished it, it didn't have a true driveway and was encroaching on the neighboring property and the lot lines needed to be fixed. Stratz said considering the complexities of the lot to make it developable, she would assume the value would not exceed \$5-6,000.

Kilian clarified that there was a duplex on the lot prior to the city owning it. Stratz confirmed there was a duplex on it but when it was inspected, it was determined it was not habitable, which precipitated the demolition of it. Kilian recalled the adjacent properties, one of similar size and one slightly larger, have assessed values between \$15-17,000. He noted that other lots around town, some which are vacant, appear to have a consistent value of \$15,000 and feels that \$2,000 for this lot is exceptionally low and although he doesn't necessarily think it should be sold at a price consistent with how the city assesses, he also does not think the city should sell it at a loss and recommended a sale price of \$10,000. Kilian said citizens are paying taxes for lots of similar size with an assessed value around \$15,000 and said he would likely approve this sale if the city would reevaluate how they are currently assessing these other lots throughout Wausau.

Rasmussen mentioned if the lot requires regular upkeep (lawn mowing, snow removal, etc.) and is a challenging lot with no prospects in 10 years, the city is likely incurring maintenance costs that this sale would eliminate and potentially provide cost savings. Stratz commented the city has been maintaining the property for the past 10 years. She also noted the city attempted to sell it to the previous owner of this home, but they were unable to afford it.

Watson also noted the city could benefit from the sale considering they would no longer have to provide maintenance.

Henke noted that although there's a difference between industrial and residential, a sale was just approved in the industrial park for \$10,000 where typically lots sell for \$12,500. He said if it was a .165 size lot, which would equate to \$2,000 and wonders if there could be a mid-point, like \$5,000 for this lot.

Lukens asked if the sale of this lot would then generate tax revenue. Stratz replied, it would. Lukens noted she likes Henke's idea but does see the benefit of selling it at the current offer, through tax revenue and reduced maintenance costs.

Watson asked if this offer is comparable to the sale of lots in the past. Stratz replied it is in the range and also commented that if someone would make an offer of \$2,000 on a more desirable city-owned, she would argue against selling at that price. Stratz noted it would cost much more to build a home on this lot than it would ever be worth.

*Rasmussen motioned to approve sale as proposed, seconded by Henke.*

Kilian asked in the timeframe the city has owned the property, was it actively put on the market for sale. Stratz said yes, since it was purchased, it's been on the property disposition page and ads in the paper for some time and there is a sign on the lot. Kilian asked if it was ever put on a list for the private sector. Stratz said they have not ever hired a realtor to list it because the commission that would need to be paid would be more than the lot would be worth and it would also increase the cost of the property to the private sector but has not been on the MLS because an agent was not hired.

**Approved 4-1 with Kilian being the dissenting vote.**

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

**RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE**

Approving the First Amendment to the Planning Option with Gorman & Company, LLC for the redevelopment of the former Westside Battery and L & S Printing properties at 415 S. 1<sup>st</sup> Avenue

Committee Action:      Approved 5-0

Fiscal Impact:          None

**File Number:**          21-1204

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the City previously acquired both the former L&S Printing and Westside Battery properties and combined them into one parcel to facilitate their redevelopment into a use more appropriate for the continued redevelopment of the east and west riverfront areas; and

**WHEREAS**, the City released a Request for Proposal (RFP) in 2017 and again on September 17, 2021, with proposals due October 14, 2021; two responses were received, from Gorman & Company, LLC and Wausau Opportunity Zone, Inc.; and

**WHEREAS**, your Economic Development Committee at both its November 2 and November 10, 2021 meetings, heard presentations from both developers who responded to the RFP and on November 10, recommended to Council the approval of Gorman & Company, LLC's proposal to build a 50 unit, high quality, affordable housing complex; and

**WHEREAS**, Gorman & Company, LLC ("Developer") secured the site for access to conduct due diligence activities over a 12-month planning period via a Planning Option executed on December 8, 2021, with an option to extend for six months; and



**WHEREAS**, Developer was not awarded the necessary Low Income Housing tax credits through WHEDA in 2022 to begin construction processes, and plans to resubmit for Low Income Housing Tax Credits through WHEDA in the next cycle that will be released in early 2023, necessitating a greater extension than was contemplated in the original Planning Option.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau hereby approves the First Amendment to the Planning Option Agreement, as attached, for Gorman & Company LLC for the redevelopment of the property located at 415 S. 1<sup>st</sup> Avenue, and further, instructs appropriate City staff to execute a letter reiterating the award of the Request for Proposal to Gorman & Company, LLC, along with the First Amendment to the Planning Option Agreement.

Approved:

---

Katie Rosenberg, Mayor

## PLANNING OPTION AGREEMENT

THIS PLANNING OPTION AGREEMENT (this "Agreement") is made and entered into as of the 8<sup>th</sup> day of December 2021, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation established pursuant to Chapter 66, Wis. Stats., having its office at 407 Grant Street, City Hall, Wausau, Wisconsin 54401 (hereinafter "CITY") and **GORMAN & COMPANY, LLC**, a Wisconsin limited liability company, with its principal address of 200 Main Street, Oregon, Wisconsin 53575 (hereinafter "DEVELOPER").

### WITNESSETH:

WHEREAS, CITY owns certain real property and improvements located at 415 S. 1<sup>st</sup> Avenue, Wausau, Wisconsin, known as "Westside Battery" and with Pin No. 291-2907-264-0970 (the "Property"); and

WHEREAS, DEVELOPER has requested a period of time to complete all desired due diligence necessary to determine the physical and financial feasibility of certain redevelopment activities at the Property (the "Project"); and

WHEREAS CITY desires to see the Property redeveloped in order to generate economic activity and tax base for the community; and

WHEREAS, depending on a determination by both parties of the economic and land use compatibility of the proposed Project, CITY is willing to negotiate a sale of the Property to DEVELOPER.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

#### 1. Planning Option.

- (a) CITY hereby grants to DEVELOPER (and any entity that is approved by the City of Wausau as a successor or assign) an exclusive period from the date hereof through December 31, 2022 to complete, at DEVELOPER's sole cost, any desired due diligence and feasibility studies relating to the Property and the Project (the "Planning Option"). With this Agreement, the City hereby approves Lutheran Social Services of Wisconsin and Upper Michigan, Inc., as an assign of DEVELOPER. The price of the Planning Option shall be Ten Dollars (\$10.00). The Planning Option may be extended for an additional period of six (6) months upon written notice to CITY prior to expiration for an additional fee of Ten Dollars (\$10.00) (such fee is non-refundable except as set forth below).

- (b) CITY, during the period of the Planning Option or any extension thereof, agrees not to sell the Property and agrees that DEVELOPER has exclusive rights to the purchase and development of the Property during such period.
- (c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided however, that: (i) any destructive or invasive testing shall require CITY'S advance written consent; (ii) prior to conducting any activities on the Property, DEVELOPER agrees to provide CITY with proof of liability insurance reasonably acceptable to CITY; and (iii) DEVELOPER agrees to promptly repair any damage DEVELOPER causes. CITY shall make available all known environmental reports in CITY'S possession.
- (d) During the Planning Option, CITY shall make good faith efforts to coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

2. **Development Agreement Negotiations.** Upon a determination by DEVELOPER that the Project is feasible, DEVELOPER shall have the option to provide CITY with written notice of DEVELOPER'S intent to proceed prior to the expiration of the Planning Option. Upon the delivery of such notice, the parties agree to negotiate in good faith for a period of not less than sixty (60) days to arrive at a binding development agreement between the parties relating to the Project (the "Development Agreement"). The terms and conditions of the binding Development Agreement are subject in all respects to negotiation and mutual agreement, and neither party shall be obligated to enter into such agreement. If after such negotiation period no binding Development Agreement has been completed, this Agreement shall self-terminate. The following is the current, non-binding understanding as to the potential structure of the Project:

- (a) The Project will be consistent with DEVELOPER'S previous written response to CITY'S Request For Proposal process.
- (b) CITY will transfer the Property to DEVELOPER in its "AS-IS" condition for \$100,000 pursuant to the terms of an executed Development Agreement.
- (c) The Project will be compliant with existing zoning. This Agreement does not supersede existing zoning and it does not guarantee or imply that any proposed uses that are not currently permitted by existing zoning will be authorized or that the regular design review processes can be avoided.

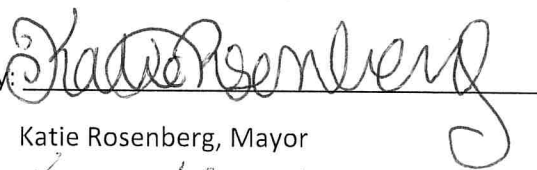
- (d) CITY's obligations under the Development Agreement will be conditioned upon, among other items, evidence of Project financing, review and approval of DEVELOPER's construction plans, and approval by the City of Wausau Common Council in all respects.
- (e) If the parties enter into the Development Agreement before the expiration of the Planning Option, all payments made to CITY for the Planning Option shall be applied to costs associated with the transfer of title to DEVELOPER or other costs or expenses to be paid to CITY under the Development Agreement. If the Development Agreement is not agreed to by the parties, the DEVELOPER shall forfeit all development rights to the Property.
3. **Termination.** In the event DEVELOPER determines that the proposed Project is not feasible, or otherwise does not desire to move forward, DEVELOPER shall terminate this Agreement by providing CITY with written notice thereof. In the event DEVELOPER provides no notice to proceed prior to the expiration of the Planning Option, this Agreement shall automatically terminate. CITY shall have the option to terminate this Agreement, with or without cause, upon at least thirty (30) days' written notice and, if without cause, CITY shall refund any payments made to CITY for the Planning Option.

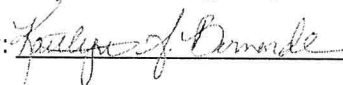
IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**CITY**

CITY OF WAUSAU

a Wisconsin municipal corporation

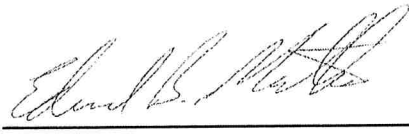
By:  \_\_\_\_\_  
Katie Rosenberg, Mayor

By:  \_\_\_\_\_  
Kaitlyn Bernarde, Clerk

**DEVELOPER:**

GORMAN & COMPANY, LLC

a Wisconsin limited liability company

By: \_\_\_\_\_

Ted Matkom, Wisconsin Market President



## FIRST AMENDMENT TO PLANNING OPTION AGREEMENT

This Amendment (“Amendment”) to the Planning Option between the City of Wausau, a municipal corporation of the State of Wisconsin (“CITY”) and Gorman & Company, LLC (“DEVELOPER”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a Planning Option for the property located at 415 S. 1<sup>st</sup> Avenue on December 8, 2021 (“Option”); and

WHEREAS, the Option expires on December 31, 2022; and

WHEREAS, the Option may be extended for an additional six (6) months for an additional fee of \$10; and

WHEREAS, the DEVELOPER wishes to extend the Option but for a period longer than six (6) months given the WHEDA tax credit delay.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Option as follows:

1. As to paragraph 1.(a), Planning Option. The Option shall be extended to December 31, 2023 for an additional \$10.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

GORMAN & COMPANY, LLC BY:

\_\_\_\_\_  
Katie Rosenberg, Mayor

\_\_\_\_\_  
Brian Swanton, President/CEO

\_\_\_\_\_  
Kaitlyn A. Bernarde, Clerk

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

**RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE**

Approving Waiver of the City's Right of First Refusal to repurchase the property and Consent to Transfer the property located at 309 McClellan Street from Jim N. E. Cricket, LLC to MOCA, Inc.

Committee Action:    Approved 4 -1

Fiscal Impact:       None

**File Number:**       22-1106

**Date Introduced:**   November 15, 2022

**WHEREAS**, on February 28, 2017, the Common Council for the City of Wausau approved the proposal of David Hummer for the redevelopment of the Wausau Club, built in 1901, and listed on the National Register of Historical Places, and authorized the transfer of ownership of the property, contingent upon a clause being included in the transfer agreement that if the operation is not up and running within 18 months, the City may consider options that would include return of the title to the building; and

**WHEREAS**, David and Rebecca Hummer, members of Jim N. E. Cricket, LLC, executed a Construction Loan Agreement (“Agreement”) with the City of Wausau, effective August 31, 2017, to provide a loan in an aggregate amount not to exceed \$89,850.00 to finance renovations and improvements to the exterior and interior of the property located at 309 McClellan Street (formerly known as the Wausau Club), and a Mortgage of even date, securing the real property in that amount, junior to a mortgage from River Valley State Bank in the amount of \$35,000, and a Security Interest in the fixtures and all personal property located on or related to the operations of the property then owned or thereafter acquired; and

**WHEREAS**, the Agreement under 3.d., contains a borrower covenant that “no portion of the property may be sold, transferred or otherwise conveyed unless Borrower first provides to Lender written notice of intent to transfer the property at least thirty (30) days before the sale, transfer or conveyance is to occur and Lender has approved such sale or disposition in writing.”; and

**WHEREAS**, the Agreement further provides that Borrower may transfer the property to an entity at any time, provided that the obligation of the owner of the property to continue making real estate tax payments shall apply through the Termination Date (August 31, 2037), whether or not the entity or other third party, as successor to the property, is an entity or body normally exempt from paying real estate taxes; this restriction shall run with the land for a period of twenty (20) years, and be memorialized in a recorded Memorandum; and

**WHEREAS**, the Agreement contains a Right of First Refusal granted to the City by the Borrower, as additional consideration for the City making the loan, the exercise of which is occasioned

by Borrower giving the City notice in writing of such offer, including a copy of the bona fide Offer to Purchase and the City must notify the Borrower of its election within twenty (20) days of receipt of such Offer, and if exercised, close the transaction within the period contained in the Offer to Purchase; and

**WHEREAS**, the Mortgage, para. 9, requires the prior written consent of the City prior to any transfer, sale or conveyance of any legal or equitable interest in the property, including leases, and the City, at its option, may require the entire indebtedness to it be paid in full, upon transfer; and

**WHEREAS**, a Memorandum of Right of First Refusal, recorded on September 11, 2017, as Document # 1744103, incorporates the terms of the Agreement, whereby Borrower/Owner grants the City the right of first refusal under certain terms and conditions; the Borrower/Owner agreed to restrictive covenants regarding real estate tax exemption which will run with the property for twenty (20) years; and both parties wish to provide notice of the existence of these restrictions which are binding upon the parties and their respective successors; and

**WHEREAS**, Jim N. E. Cricket, LLC (“Owner”), wishes to transfer the ownership from the parcel they own at 309 McClellan Street to MOCA, Inc., for \$600,000, exclusive of fixtures and personal property, and gave the City notice on November 7, 2022, with a copy of the executed Commercial Offer to Purchase, attached hereto; and

**WHEREAS**, pursuant to a recorded Memorandum of Right of First Refusal on the property gives the City of Wausau first right of refusal to repurchase the property pursuant to the terms of a bona fide Offer to Purchase; and further, the transfer requires the written consent of the City, conditioned upon the payment of all indebtedness, at the City’s option.

**NOW, THEREFORE BE IT RESOLVED** by the Common Council of the City of Wausau that the City hereby approves waiver of its right of first refusal, and elects not to repurchase the property on the terms and conditions contained in the bona fide Offer to Purchase; and

**BE IT FURTHER RESOLVED** by the Common Council of the City of Wausau that consent is granted for the transfer of the property to another entity from the Owner, requiring that its indebtedness be paid in full to the City, and the appropriate City officials are hereby authorized to execute an appropriate Waiver of Right to First Refusal to repurchase the land, and written consent to transfer the property to a third entity, along with loan documentation necessary for the new owner to assume and secure the debt owed to the City.

Approved:

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Katie Rosenberg, Mayor

# MINUTES

## Economic Development Committee Meeting

*Date / time* Tuesday, November 1, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

### In Attendance

Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Liz Brodek, Randy Fifrick, Shannon Graff, Tammy Stratz, MaryAnne Groat, Mayor Rosenberg, Atty. Anne Jacobson, Lt. Jacob Chittum, Tracy Rieger, Rick Rubow, Alder Gary Gisselman, Trent Claybaugh (Gorman & Company, LLC), Rolly Lokre, David and Rebecca Hummer (Wausau Museum of Contemporary Art)

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

**Agenda Item 4** – Discussion and possible action on the Waiver of First Right of Refusal for Jim N.E. Cricket, LLC at 309 McClellan Street (Stratz, David Hummer – Museum Owner)

Stratz stated David and Rebecca Hummer of Jim N E Cricket, LLC and owners of Wausau Museum of Contemporary Art received a commercial rehabilitation loan to assist with the repairs of the building when he purchased it. As part of this program, the borrower signed a Right of First Refusal so the property would remain taxable. Stratz explained the owners would like to transfer their LLC to their non-profit to see if their property taxes could be exempt. Stratz noted her conversations with them about the First Right of Refusal they signed and discussed the option of a PILOT payment to save money, but they struggled to make it work because the tax amount was higher than anticipated.

Rasmussen commented that she saw the condition of the building when the Hummer's took over the property and noted how dire the condition of the building was and that it wasn't fit for anyone to operate out of. She explained the Hummer's used the rehabilitation loan to complete what the previous owner tore apart and left and created something that now draws in room tax. Rasmussen said she does not understand why the city would demand a pilot payment from this entity when the Woodson Art Museum doesn't operate under the same standard. She noted Woodson Art Museum operates on an endowment, don't pay tax, and receive room tax on two separate allocations none of which the Hummer's receive for their museum. She stated that both facilities are bringing art appreciation to the community and deserve to receive the same benefits. She also commented the fear when this museum was established that it would cut into the fund's others receive but that has not occurred. She noted the Hummer's vision to renovate the upstairs of the building to then rent out as event space which if happens, that portion would remain taxable even though the museum is a non-profit.

*Rasmussen motioned to approve waiving First Right of Refusal and waive the imposition of a PILOT payment, seconded by Henke.*

Kilian asked if the Woodson Art Museum signed a First Right of Refusal. Brodek responded she is not aware of one.

Kilian commented he was not aware of the Woodson signing one other and thinks a PILOT approach would be appropriate but requested more details. He noted the packet stated the PILOT payment would be based on the city's current tax rate but asked how that would apply to future assessments.

Stratz noted she reviewed the current tax bill which was about \$15,000 and the city's portion of the taxes was just over \$6,000. Stratz indicated she would have to discuss with finance because she was unsure whether the amount would be the same forever or if it would fluctuate.

Kilian noted the assessed value is \$595,900 but also noted it was recently listed for sale for \$950,000 and although he is unsure whether it is sold/closed yet he commented on the wide variance between the numbers. Kilian agreed it makes sense to transfer the property to the non-profit but from other perspectives does not think waiving a valid agreement would be warranted. He stated if the PILOT payment would be reflective of the current rate and future assessments, he would support it.

Mr. Hummer, owner of the museum, spoke to the committee about the positive impact it has had on the community.

**Approved 4-1 with Kilian being the dissenting vote.**



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Office of the City Attorney

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Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

Nathan Miller  
Assistant City Attorney

STAFF MEMO

TO: Mayor Katie Rosenberg  
Common Council

FROM: Anne Jacobson, City Attorney

RE: Jim N.E. Cricket, LLC (f/k/a/ Wausau Club, 309 McClellan)

DATE: November 7, 2022

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Background

On February 28, 2017, the Common Council for the City of Wausau approved the proposal of David Hummer for the redevelopment of the Wausau Club, built in 1901, and listed on the National Register of Historical Places, and authorized the transfer of ownership of the property, contingent upon a clause being included in the transfer agreement that if the operation is not up and running within 18 months, the City may consider options that would include return of the title to the building.

The building was transferred at no cost to Jim N. E. Cricket, LLC by warranty deed on March 21, 2017. The new owner paid the title insurance policy premium and the recording fee for the deed.

The Owner took a first mortgage from River Valley State Bank (n/k/a/ Incredible Bank) for \$35,000 on 7/24/17, which was satisfied 6/27/22.

The Owner took a second mortgage from the City of Wausau for \$89,850.00 on 8/31/17.

The Owner took a third mortgage from Incredible Bank for \$138,000 on 5/25/22, to which the City subordinated on 5/24/22. The City holds a lien junior to that of Incredible Bank.

The taxes for 2018 (\$18,796.66), 2019 (\$16,004.00), 2020 (\$15,261.10) and 2021 (\$15,067.06) are paid in full.

For 2021, the property located at 309 McClellan was assessed as follows: \$332,700 for the land and \$263,200 for the improvements, for a total of \$595,500. This is a partial assessment and as the property is improved, it would receive a full assessment.



The Owner gave Incredible Bank a security interest in its rents and personal property, which is referenced in their mortgage instrument.

The Owner executed to the City of Wausau on 8/31/17:

- A Construction Loan Agreement for \$89,850.00 (which required a General Business Security Agreement, Note, Mortgage, Guarantees from David and Rebecca Hummer individually and collectively with MOCA, Inc., DFI/State of Wisconsin UCC financing statements to secure personal property as collateral, and a Construction Loan Escrow Agreement, collectively the "Loan Documents")
- Mortgage
- Memorandum of Right of First Refusal

The status of MOCA, Inc. with the Wisconsin Department of Financial Institutions is noted as "delinquent," effective 10/1/22.

On November 7, 2022, the Community Development Department received a copy of an executed Commercial Offer to Purchase, dated October 16, 2022 for the transfer of the property located at 309 McClellan, from Jim N. E. Cricket, LLC, to MOCA, Inc., for a purchase price of \$600,000.

#### Actions Necessary

- 1) Right of First Refusal (repurchase or waive repurchase) - Pursuant to the Construction Loan Agreement ("Agreement") and recorded Memorandum of Right of First Refusal ("Memorandum"), the City may act to repurchase the property pursuant to the terms of a bona fide Offer to Purchase, or waive its right to do so.

If the City opts to repurchase the property, it must close the transaction by **November 18, 2022**, the closing date contained in the Offer, and pay **\$600,000**, subject to the Buyer (MOCA, Inc.) being able to obtain a written financing commitment ("first mortgage loan commitment) within 20 days after acceptance of the Offer. The Offer contains no specifics about the type or amount of financing. The Offer was accepted on 10/17/22, making the contingency expire on November 6, 2022. **It is not known as of this writing whether the financing commitment was satisfied or was unavailable, as a copy of either the written loan commitment or the lender's rejection letter is to be provided to the City.** Taxes are to be prorated based on the net general real estate taxes for the preceding year.

The City reserves the right to repurchase the property with each subsequent transfer.

- 2) \*Consent to Transfer and waiver of payment of indebtedness in full - If the City elects not to repurchase the property, it is to be provided 30 days' advance notice of its intent to transfer the property, and City must approve such transfer in writing, according to the Agreement and Memorandum; and according to the Mortgage, the City, at its option, may require the entire indebtedness to it be paid in full, without notice, upon transfer.

\*The Consent to Transfer is currently conditioned upon the Owner, and its successors, to continue making real estate tax payments through the Termination Date of 8/31/2037.

The current owner is on a payment plan and he plans to pay off the current indebtedness owed to the City.

- 3) **\*Real Estate Tax Status** - No action is necessary unless the Council amends the proposed Resolution on the floor to include amendment of the Loan Documents that now include a recorded, restrictive covenant that the owner continue making real estate tax payments through 8/31/2037 (for a period of twenty years), whether or not the entity or third party, as successor to the property, is an entity or body normally exempt from paying real estate taxes.



## ADDENDUM A TO THE OFFER TO PURCHASE

Offer to Purchase Dated: 10/17/2022

Property Address: 309 McClellan St

Wausau

Wisconsin 54403

Buyer: MOCA INC. A WISCONSIN NON-STOCK CORP.

Terms of this addendum that are preceded by an OPEN CHECK BOX (☐) are part of this Offer to Purchase only if the box marked, such as with an "X" or check mark. A given check box item is not part of this offer if marked "N/A" or is left blank. All other items, and all items marked by ☒, are included unless stricken. If items in this addendum marked as included with the Offer conflict with the optional terms in the main body of the Offer to Purchase, the terms of this addendum shall prevail. Buyer and Seller acknowledge that the broker and agents involved in preparing these addendum terms are not dictating how the Offer to Purchase is or must be completed. The provisions in this addendum are preprinted for convenience only. Buyer and Seller are aware this addendum includes provisions which may not be applicable in all transactions. All terms herein may be modified by the parties, and additional provisions may be added by the parties, to accomplish the intent of the parties. No representation is made by broker or agents involved in preparing these addendum terms as to the legality, appropriateness, sufficiency, enforceability of any provision in a specific transaction. Buyer and Seller are advised to consult legal counsel.

☐ **PRIORITY SECONDARY OFFER:** This offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice from Seller to Buyer that this Offer is primary. Seller agrees to give Buyer said notice, and thereby make Buyer's Offer primary, if the prior accepted offer is terminated or cancelled for any reason, and Seller agrees to give Buyer said notice, prior to all other secondary offers or other potential buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ day after acceptance of this Offer. All other Offer deadlines shall run from the time this Offer becomes primary, unless otherwise agreed.

☐ **PRE-QUALIFICATION OR PRE-APPROVAL LETTER:** Buyer shall deliver to Seller, within \_\_\_\_\_ days of acceptance of this Offer, ☐ Pre-Qualification Letter ☐ Pre-Approval Letter

indicating in the opinion of a lender that Buyer is eligible for financing of the type and amount required, subject to verifications and conditions stated in the letter. **Note: This is not a loan commitment.** If Buyer does not make timely delivery of the letter, Seller may terminate this Offer by delivering a written notice of termination to Buyer, provided Seller's termination notice is delivered within three (3) days after the date the letter was due, and provided Seller's termination notice is delivered before Buyer delivers the letter to Seller. Otherwise this contingency shall be deemed satisfied.

☒ **GOVERNMENTAL MORTGAGE PROGRAMS:** If the financing contingency specifies FHA, or Federal or State VA loan, or USDA Rural Development, as the source of the loan, this Offer is also contingent upon completion of an appraisal by Buyer's lender, within the timeframe provided for the financing contingency, that satisfies the respective agency's appraisal requirements and indicates a current market value for the property equal to or greater than the purchase price. **NOTE:** Lender may require its own inspection(s) as a condition of the loan, and Seller agrees to allow access to the Property for any such inspection(s), made as a condition of the loan. Seller agrees to complete any additional documentation and/or amendments as may be required for the transaction by the governmental program (for example, the Addendum Clause required under FHA financing), provided said documentation or amendments are consistent with the provision, and are at no additional cost to the Seller. Seller agrees that if the appraisal does not satisfy the requirements specified above or any issues raised by inspection(s) are not satisfactorily resolved for lending purposes, and Buyer is denied financing, Buyer may terminate this Offer by delivering notice of unavailability of financing and a copy of said denial, under the same time period allowed under the financing contingency, or any extension thereof.

☒ **VA - WOOD-DESTROYING INSECT INSPECTION:** If Offer is contingent upon obtaining a VA loan and the Property is in a county where inspection for wood destroying insects is required, (Buyer) (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall be responsible for obtaining a report by a VA-approved operator using VA-approved collection method at Seller's expense. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of receipt of inspection that shows damage ["seven (7)" if left blank] delivers a Notice terminating this Offer based on the inspection.

☐ **BUYER'S BROKERAGE COMPENSATION:** Seller agrees to pay to First Weber, Inc. its brokerage fees in the amount of \$\_\_\_\_\_, or \_\_\_\_\_ % of the purchase price (whichever is greater) plus \$295 at the time of closing, and agrees First Weber, Inc. is a direct and intended third-party beneficiary of this contract. **NOTE:** If the property is listed and subject to an offer of compensation, Buyer hereby directs Buyer's broker to reject any offer of compensation offered by the listing broker to Buyer's broker, and to instead have Seller pay Buyer's brokerage fees directly in the amount or percentage as stated herein, at closing.

☐ **SELLER TO CREDIT BUYER (Closing Costs, Etc.):** Seller agrees to credit Buyer \$\_\_\_\_\_ at the time of closing to be used by Buyer for closing costs, prepaids, other buyer's costs, and \_\_\_\_\_

☐ **PURCHASE BY REAL ESTATE LICENSEE:** It is understood that the Buyer is a real estate agent with First Weber, Inc., and has a real estate license in the State of Wisconsin. Buyer is purchasing this property for (homestead) (investment) ~~STRIKE ONE~~ and may realize a profit from the subsequent resale. As an incentive for Buyer to purchase the Property, Seller agrees to pay \_\_\_\_\_ % of the purchase price to First Weber, Inc. at closing, on behalf of Buyer. Seller acknowledges and agrees that any compensation derived from this transaction by Buyer through First Weber, Inc. shall be considered an incentive to purchase.

☐ **SURVEY MAP:** This Offer is contingent upon **(Buyer obtaining) (Seller providing) STRIKE ONE** ("Seller providing" if neither stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, with \_\_\_\_\_ days of acceptance, at **(Buyer's) (Seller's) STRIKE ONE** ("Seller" if neither is stricken) expense. The map shall show minimum \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, identify the legal description of the Property, the Property's boundaries and dimension visible encroachments upon the Property, the location of improvements, if any, an [Strike and complete as applicable]. **NOTE: If you wish**

**this to be an ALTA/NSPS/ACSM Land Title Survey, make sure to specify that in the blank above.** Additional map features may be added, including but are not limited to: how current the map must be; staking of all corners of the Property; identifying dedicated or apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five (5) days of Buyer's receipt of the map, delivers to Seller a copy of the map and a written notice which identifies: 1) the significant encroachment; 2) information materially inconsistent with prior representation or 3) failure to meet requirements stated within this contingency.

☐ **BOUNDARY CORNERS:** **(Buyer shall obtain) (Seller shall provide) STRIKE ONE** at **(Buyer's) (Seller's) STRIKE ONE** expense ("Seller" if neither is stricken), a Wisconsin licensed surveyor to flag all exterior corners of Property prior to closing.

☐ **ZONING AND LAND USE REGULATIONS** This Offer is contingent upon the Buyer researching and reviewing by Buyer all relevant laws, regulations, ordinances, and other governmental land use restrictions or any homeowners or association rules or regulations affecting the property, including zoning regulations and building codes, and Buyer's determination that none of the above significantly increases Buyer's construction, maintenance, or landscaping costs, imposes costly or burdensome duties or obligations on Buyer, would prohibit or substantially restrict legal uses of the property intended by Buyer or improvements contemplated by Buyer. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within \_\_\_\_\_ days ["seven (7)" if left blank] of acceptance, notice terminating this Offer, stating specifically which laws, regulations or ordinances negatively affect Buyer's intended use or improvement of the Property, according to the criteria stated herein. For purposes of this contingency, Buyer's right of termination shall be limited to those restrictions of which Buyer did not have actual notice, or written notice, at the time of submitting the Offer.

☐ **SUBDIVISIONS/DEED RESTRICTIONS:** Seller shall deliver to Buyer deed and subdivision restrictions and any owners' association rules and/or restrictions that have been recorded with the Register of Deeds, within \_\_\_\_\_ days of acceptance of this Offer. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within \_\_\_\_\_ days [five (5)" if left blank] of receipt of said documents, a notice terminating this Offer, identifying which restrictions or rules would significantly increase Buyer's construction, maintenance, or landscaping costs, would impose costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict legal uses of the property or any improvements intended by Buyer. For purposes of this contingency, Buyer's right of termination of the Offer shall be limited to those restrictions of which Buyer did not have actual notice, or written notice, at the time of submitting the Offer. (Note: The brokers and agents involved may assist in obtaining documents called for in this contingency, but make no representation as to the completeness or applicability of said documents. Buyer and Seller are solely responsible for determining that the documents delivered in connection with this contingency are complete and for reviewing and interpreting any such documents.)

☐ **JOINT DRIVEWAY AND/OR JOINT WELL:** This Offer is contingent upon the Seller delivering to Buyer a copy of any applicable joint driveway and/or well agreement(s) within \_\_\_\_\_ days of acceptance. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within \_\_\_\_\_ ["five (5)" if left blank] days of receipt of said agreement(s), a notice terminating this Offer, identifying those terms of the agreement(s) which will significantly and adversely affect Buyer's intended use of the property, or which are unacceptable to Buyer's lender.

■ **ABANDONED WELLS:** If Seller has notice or knowledge of an abandoned well(s) on the Property, or any other well(s) required to be closed per applicable law, or Seller is made aware of such well(s) prior to closing, Seller shall, prior to closing, close the well(s) at Seller's expense and provide Buyer with documentation of closure in compliance with applicable codes or provide Buyer with documentation evidencing the well(s) was(were) previously closed in compliance with the applicable codes in effect at time of closure.

■ **UNDERGROUND STORAGE TANKS:** If there is an underground storage tank on the property and if its existence is known by Seller, Seller shall, prior to closing, comply with all federal, state and local regulations regarding the tank, including state tank registration and abandoned tank closure requirements. This Offer is contingent on Seller confirming to Buyer, in writing, at least five (5) days prior to closing, that any in-use underground storage tank is registered and meets applicable current state operating standards; and that any abandoned underground storage tank was properly cleaned and closed in conformance with applicable state standards and that Seller has no knowledge of any contamination detected upon closure. Seller shall give Buyer copies of any documents confirming Seller's representations regarding any tanks. It is Buyer's sole responsibility to comply with state tank registration requirements and re-register any tanks remaining in use upon the property after closing in Buyer's name.

■ **ABOVE GROUND STORAGE TANKS/BASEMENT FUEL TANKS:** If there is an abandoned above ground storage tank (AST) or an abandoned basement fuel tank on the property, Seller shall, prior to closing, comply with all applicable state regulations regarding such tank(s). This Offer is contingent upon Seller confirming to Buyer, in writing, at least five (5) days prior to closing, that any abandoned AST or abandoned basement fuel tank has been emptied and cleaned in conformance with applicable state standards and that all required notices and registrations have been completed. Seller shall give Buyer copies of any documents confirming compliance with the applicable regulations.

■ **INSPECTIONS, TESTS, APPRAISALS, AND FOLLOW-UP:** Broker has recommended to Buyer that the Property be thoroughly inspected and tested, covering all components and conditions material to Buyer. Broker, agents, or broker's Concierge service may furnish names of inspectors/testers, appraisers, or other third party professionals, but Buyer acknowledges no representation has been made as to competency of the inspectors/testers, appraisers, or third party professionals. The party designated responsible for obtaining an inspector/tester, or other professional, is solely responsible for confirming adequacy of qualifications. If Buyer does not include an inspection and/or testing contingency, Buyer is considered to have waived inspection and/or testing. Buyer and Seller agree the real estate brokers are not responsible for the negligent actions of inspectors, testers, or other third party professionals. Broker recommends the parties have all follow-up inspections or testing performed, as may be recommended by inspectors/testers, if material or otherwise concerning.

☐ **WATER INSPECTION/TESTING:** This Offer is contingent upon (Buyer obtaining)(Seller providing) ~~STRIKE ONE~~ ("Buyer obtaining" if neither is stricken) no later than \_\_\_\_\_ days after acceptance, a current report from a state-approved, or certified lab required by law, which indicates that the well(s) are supplying water that is within the levels established by federal and/or state law regulating public water systems for safe human consumption, relative to the following substances: bacteria (total Coliform and E.coli), nitrates, arsenic and:

(If desired, insert other substances that may affect drinking water safety such as: pesticides, lead, copper, radium, radon, etc., or materials that may affect water aesthetics, such as iron, sulfur bacteria, etc.. Testing for nonpotable wells shall be for Coliform bacteria only, unless otherwise specified or required by law.) All water samples for testing shall be taken by a licensed water well driller or licensed pump installer, required by law, or by an independent, qualified person, if permitted by law. This contingency shall be deemed satisfied unless Buyer, within five (5) days of receipt of the last of the applicable report(s), delivers a copy of the report(s) and a notice terminating this Offer, stating why the report(s) do not satisfy the standard set forth in this contingency.

☐ **WELL INSPECTION:** This Offer is contingent upon (Buyer obtaining)(Seller providing) ~~STRIKE ONE~~ ("Buyer obtaining" if neither is stricken) no later than \_\_\_\_\_ days after acceptance, a current report from a licensed water well driller or a licensed pump installer or county employee with proper delegated authority, competent to inspect well systems, which indicates the well(s) and pressure system(s) and all included components required to be inspected under applicable law, conform to the requirements applying to property transfer well inspections, including being compliant under the code in effect at the time of construction or installation, and not disapproved for current use, **and** which produce(s) sufficient **quantity** of water to adequately serve the needs of the type of property or properties served by the well(s). The party responsible for obtaining/providing the report(s) shall be responsible for all costs. This contingency shall be deemed satisfied unless Buyer, within five (5) days of receipt of the last of the applicable report(s), delivers a copy of the report(s) and notice identifying the Defect(s) to which Buyer objects. For the purposes of this contingency, "Defect" is defined as that term is defined in the base Offer to Purchase (WB State form). Seller (**shall**)(**shall not**) ~~STRIKE ONE~~ have the right to cure. (Seller shall have a right to cure if no choice is indicated.) If Seller has the right to cure, the procedure for electing whether to cure and/or curing any "Defect" shall be the same stated in the base Offer to Purchase under the Inspection Contingency. Deadline for delivering election to cure shall be ten (10) days after Buyer's delivery of Notice under this provision.

**NOTE: If this provision is checked, it automatically incorporates the Water Inspection/Testing provision above, whether or not already checked. Substances tested for shall automatically include bacteria (total Coliform and E.coli), nitrates, arsenic, and (additional substances may be added in Water Inspection/Testing contingency). Any right to "cure" under the Well Inspection Contingency does not include right to "cure" water quality issues. Buyer may terminate this Offer based upon water inspection/testing results per the terms in the Water Inspection/Testing provision, whether or not separately checked.**

☐ **PRIVATE SANITARY SYSTEM (POWTS):** This Offer is contingent upon (Buyer obtaining)(Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither is stricken) no later than \_\_\_\_\_ days after acceptance, a current written report(s) from a county code administrator, licensed master plumber, licensed master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a certified soil tester, which indicates the POWTS (private onsite wastewater treatment system) conforms to the code in effect when the POWTS was installed, is not disapproved for current use (is hydraulically functional and structurally sound.). The party responsible for obtaining or providing the report(s) shall be responsible for all costs, other than pumping. If required by the inspector, the POWTS is to be pumped at time of inspection, in the presence of, or under supervision of, the inspector at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense (at expense of the party responsible for obtaining/providing the report(s), if a choice of payment is not indicated here). This contingency shall be deemed satisfied unless Buyer, within five (5) days of receipt of said report(s), delivers to Seller, a copy of report(s) and a notice terminating this Offer, stating why the report(s) does/do not satisfy the standard in this contingency. NOTE: Different professionals may be needed to inspect different system components.

**NOTE: Confirming compliance may require a records review to confirm installation date and specifications. This provision does not authorize soil testing.**

**CAUTION: Buyer is aware that POWTS are regulated by state and county agencies. Additional inspection(s)/testing and ongoing maintenance programs may be required upon transfer of the Property. A failing inspection or test may mean a new system is required. Buyer is advised to consult county and local officials for additional POWTS requirements.**

☐ **VARIOUS TESTS:** This Offer is contingent upon (Buyer obtaining)(Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither is stricken) a current written report documenting the results of the following tests \_\_\_\_\_

within \_\_\_\_\_ days of acceptance, at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense (Buyer's expense if neither is stricken). Any tests shall be conducted consistent with any applicable governmental or industry standards and by a qualified professional. This contingency shall be deemed satisfied unless Buyer, within five (5) days of Buyer's receipt of the test report(s), delivers to Seller a copy of the test report(s) and a written notice identifying the Defect(s) to which Buyer objects. For the purposes of this contingency, "Defect" is defined as that term is defined in the base Offer to Purchase (WB State form). Seller (**shall**)(**shall not**) ~~STRIKE ONE~~ have the right to cure. (Seller shall have a right to cure if no choice is indicated.) If Seller has the right to cure, the procedure for electing whether to cure and/or curing any "Defect" shall be the same stated in the base Offer to Purchase under the Inspection Contingency. Deadline for delivering election to cure shall be ten (10) days after Buyer's delivery of Notice under this provision.

■ **LEAD BASED PAINT:** If applicable, an Addendum S - Lead Based Paint Disclosure and Acknowledgment shall be a part of this Offer. (Required for residential improvements constructed prior to 1978.) NOTE: If not attached, and if required by Federal or State law, Seller agrees to include a completed Addendum S in the Offer. - Buyer acknowledges receipt of EPA booklet on lead hazards, or that Buyer has reviewed the EPA booklet from the EPA website <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>



☐ **ATTORNEY'S APPROVAL:** This Offer is contingent upon review and approval of this Offer by Buyer's attorney within \_\_\_\_\_ day of acceptance. Approval shall be based upon the following standards: (1) the sufficiency of the accepted offer as to definiteness, certain and enforceability; and (2) the suitability and sufficiency of the conditions of the Offer for the protection of the Buyer in relation to the Buyer's particular financial and personal circumstances as revealed by the Buyer to the reviewing attorney. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within the time period provided above, a written disapproval from Buyer's attorney based upon any of the foregoing standards, identifying specifically those items or terms to which Buyer's attorney objects. Buyer agrees that for purposes of this contingency, said disapproval may not be based upon the amount of the purchase price, the cost of credit payable to or by Seller, or commission amount. If written disapproval is delivered, the Buyer shall then have \_\_\_\_\_ days ["five (5)" if left blank] to either negotiate an amendment modifying the contract to cure the grounds for disapproval or to terminate this Offer by delivering to Seller a notice of termination. If Buyer delivers a notice of termination within that time frame, this Offer shall be deemed null and void, otherwise this contingency is satisfied and waived.

☒ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF PROPERTY:** Buyer acknowledges it is Buyer's responsibility to make certain the Property is in a condition Buyer finds acceptable, and that the Property, including any applicable regulations or restrictions are compatible with Buyer's intended use of the Property. Buyer is advised to include all provisions and contingencies deemed necessary by Buyer for all issues Buyer considers material. While broker, agents, or broker's Concierge service may assist in arranging for performance or satisfaction of contingencies in this Offer, it is Buyer's responsibility to ensure that all necessary acts are taken to make use of each contingency selected, and to ensure that all such acts are taken within the applicable time limitation(s). Buyer acknowledges that in purchasing the Property, Buyer has relied upon Buyer's own independent inspection, analysis, and judgment, and upon the statements, disclosures and representations concerning the Property as are contained in this Offer and/or in any Seller's disclosure report or in any other written statements provided to Buyer, if incorporated into this Offer. Buyer specifically acknowledges that Buyer is not relying upon any statements or representations of Seller or any real estate agent or broker, whether in the MLS, advertisements, otherwise, unless such statement(s) or representation(s) is(are) expressed in writing and specifically set forth in this Offer. Buyer has the responsibility to verify all material information, and Buyer acknowledges Buyer is not relying upon any real estate agent or broker to verify the accuracy of any of Seller's or third parties' statements, disclosures and/or representations.

☐ **HOME WARRANTY:** A limited term home warranty agreement shall be obtained for Buyer to be effective on the date of closing provided that the Property qualifies for the warranty plan. The home warranty company \_\_\_\_\_ . The cost for the home warranty plan is \$ \_\_\_\_\_. The cost shall be paid by the (Buyer)(Seller) ~~STRIKE ONE~~ at closing (Seller if no choice indicated). The warranty plan application shall be secured through the (Listing broker) (Selling broker) ~~STRIKE ONE~~ (Selling broker, if no choice indicated). Home warranty plans are subject to the specific coverage terms, conditions and limitations of the plan and applicable deductibles. The specific terms and conditions may be obtained directly from the home warranty company. The home warranty plan shall apply for a term of no less than one year after closing. Additional coverages may be purchased by Buyer directly from home warranty company. Inspections may detect pre-existing conditions not covered under the warranty plan. CAUTION: Party obtaining the home warranty plan should confirm cost of the home warranty plan with the home warranty company prior to execution. If Property is a duplex or contains multiple units, a higher cost and different terms may apply. Mobile homes may not be eligible for coverage.

☐ **APPRAISAL PROTECTION:** If Buyer has an appraisal completed under the terms of this Offer, Buyer agrees Buyer will not send Notice objecting to the appraised value, so long as the appraised value is no more than \$ \_\_\_\_\_ LESS than the Purchase Price ("Appraisal Gap Amount").

This Addendum AP applies if the Offer includes an Appraisal Contingency and also applies if an appraisal is done under the Financing Contingency (even if no separate Appraisal Contingency is included in the Offer). If there is no separate Appraisal Contingency included in the Offer, but an appraisal is obtained under the Financing Contingency, Buyer commits not to terminate the Offer based upon an appraisal condition on financing, so long as the appraised value is not more than the indicated Appraisal Gap Amount LESS than the Purchase Price. If there is an Appraisal Contingency that includes a "Right to Cure," that Right to Cure may be completed by a Notice timely delivered from Seller to Buyer adjusting the purchase price to the amount which is equal to the appraised value plus the Appraisal Gap Amount. Buyer represents Buyer has consulted with Buyer's lender before including this provision.

☐ **INSPECTION "BUFFER" PROVISION:** Buyer agrees Buyer will not submit any Notice of Defects, or Amendment for repairs, replacement, credit, or price reduction, under the Inspection Contingency in the Offer, unless the cumulative estimated cost to repair or replace the Defect(s) identified in the inspection(s) exceed(s) \$ \_\_\_\_\_.

Estimate(s) of cost(s) for repair or replacement shall be obtained from qualified professional(s) or contractor(s) selected by Buyer. Seller agrees to provide access for Buyer to obtain such estimate(s). The parties may together agree on the cost(s) to repair or replace the Defect(s) for purposes of this provision. The estimate(s) obtained or agreed upon are utilized only for execution of this provision and do not affect any Seller right to "cure" unless specifically agreed in writing.

☒ **ADDITIONAL PROVISIONS:** \_\_\_\_\_

Date: 10/17/2022 10/17/2022

MOCA INC. A WI Non Stock Corp  
Buyer Signed by: Carl J Viviano Pres of BOD  
Carl J Viviano A WI Non Stock Corp  
Buyer By David A. Hummer VP of BOD  
David A Hummer

Date: 10/17/2022 10/17/2022

David A Hummer  
5282EB734E94487  
Seller JIM N E CRICKET LLC David A Hummer  
Rebecca J Hummer  
C3BC3ACABD4F4E2  
Seller JIM N E CRICKET LLC Rebecca J Hummer

**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON** October 16, 2022 **[DATE] IS (AGENT OF BUYER)**  
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)** **[STRIKE THOSE NOT APPLICABLE]**  
3 The Buyer, MOCA Inc, A WI Non Stock Corp,  
4 offers to purchase the Property known as 309 McClellan St  
5 \_\_\_\_\_  
6 \_\_\_\_\_ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-  
7 650, or attach as an addendum per line 676] in the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Wausau \_\_\_\_\_, County  
8 of \_\_\_\_\_ Marathon \_\_\_\_\_ Wisconsin, on the following terms:  
9 **[PURCHASE PRICE]** The purchase price is Six Hundred Thousand  
10 \_\_\_\_\_ Dollars (\$ 600,000.00 ).  
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: None  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
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: Any and all paintings and art work either on display or in storage on premises.  
21 The 1927 Baby Grand Piano  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
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 Wednesday October 19, 2022. 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 Friday November 18, 2022  
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 \$ 0 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 \$ 0 will be mailed, or commercially, electronically  
56 or personally delivered within \_\_\_\_\_ 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 ~~\_\_\_\_\_~~) **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: \_\_\_\_\_

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 06/02/2022 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 DATES OR STRIKE AS APPLICABLE** and \_\_\_\_\_

96 \_\_\_\_\_  
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,

- 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 20 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: Art Museum

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: \_\_\_\_\_

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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ acres,  
208 maximum of \_\_\_\_\_ 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: \_\_\_\_\_

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 \_\_\_\_ 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 10 ("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 Nature 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 620-650 or attach as an**  
291 **addendum per line 676.**

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

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

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

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

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

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

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of \_\_\_\_\_

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

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

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

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

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

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

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

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

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

If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

(2) Seller has a right to cure but:

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

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

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

☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written Private Financing [loan type or specific lender, if any] first mortgage loan commitment as described below, within 20 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

**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 ☐ **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 \_\_\_\_\_ 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 ☐ **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.

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 \_\_\_\_\_  
433 \_\_\_\_\_

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 \_\_\_\_\_

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

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

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

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

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

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

**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are None

\_\_\_\_\_. Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

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

#### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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



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

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
544 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  
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
548 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  
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
555 the Property.

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

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in  
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current  
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

567 If Buyer defaults, Seller may:

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

571 If Seller defaults, Buyer may:

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

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

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

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

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

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
593 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 **ADDITIONAL PROVISIONS/CONTINGENCIES**

621 MOCA Inc and City of Wausau will sign an agreement giving Right of First Refusal to City of Wausau within 10 days of  
622 acceptance.

623  
624 Selling agent is related to seller.

650  
651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange  
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The  
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a  
654 result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
659 660 or 661.

660 Name of Seller's recipient for delivery, if any: Dennis Hummer

661 Name of Buyer's recipient for delivery, if any: Carl J Viviano, President of BOD, David A Hummer VP of BOD

662 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

663 Seller: ( ) Buyer: ( )

664 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a  
665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
666 address at line 669 or 670.

667 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller: \_\_\_\_\_

670 Address for Buyer: \_\_\_\_\_

671 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: Hummerd@firstweber.com

673 Email Address for Buyer: cjviviano@yahoo.com davidanthonyhummer@yahoo.com

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 ☒ **ADDENDA**: The attached Addendum "A" is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Dennis Hummer First Weber Inc

Broker/Firm License #: 833993-91 Agent License #:

678 Buyer Entity Name (if any): MOCA Inc. A Wisconsin Non Stock Corp

679 (x) Carl J Viviano 10/17/2022

680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► By Carl J. Viviano Pres. of BOD Date ▲

681 (x) David A Hummer 10/17/2022

682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► By David A. Hummer VP of BOD Date ▲

683  
684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): JIM N E CRICKET LLC

689 (x) David A Hummer 10/17/2022

690 Seller's/Authorized Signature ▲ Print Name/Title Here ► David A Hummer Member Date ▲

691 (x) Rebecca J Hummer 10/17/2022

692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Rebecca J Hummer Member Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] Dennis Hummer First Weber Inc.

694 \_\_\_\_\_ on 10/17/2022 at 1:30 a.m./p.m.

695 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**DISCLOSURE TO CUSTOMERS**

1 Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the  
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent  
4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A  
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is  
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the  
7 customer, the following duties:

- 8 (a) The duty to provide brokerage services to you fairly and honestly.  
9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
11 it, unless disclosure of the information is prohibited by law.  
12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the  
13 information is prohibited by law (see lines 57-66).  
14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your  
15 confidential information or the confidential information of other parties (see lines 24-40).  
16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.  
17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
18 advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,  
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home  
21 inspector.

22 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-  
23 language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

24 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the  
25 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person  
26 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to  
27 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the  
28 Firm is no longer providing brokerage services to you.

29 The following information is required to be disclosed by law:

- 30 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 57-66).  
31 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection  
32 report on the property or real estate that is the subject of the transaction.

33 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may  
34 list that information below (see lines 36-40). At a later time, you may also provide the Firm or its Agents with other  
35 information you consider to be confidential.

36 **CONFIDENTIAL INFORMATION:** None

37  
38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): \_\_\_\_\_

39 None

40 \_\_\_\_\_ (Insert information you authorize to be disclosed, such as financial qualification information.)

41 **By signing and dating below I /we acknowledge receipt of a copy of this disclosure and that**

42 Dennis Hummer and First Weber Inc are

43 Agent's Name ▲

Firm's Name ▲

44 working as: (Owner's/Listing Broker's Agent) (~~Buyer's/Tenant's Agent or Buyer's Broker's Agent~~) **STRIKE ONE**

45 **THIS IS A DISCLOSURE AND NOT A CONTRACT. Wisconsin law required the Firm to request the customer's**  
46 **signed acknowledgment that the customer has received a copy of this written disclosure statement if the Firm**  
47 **will provide brokerage services related to real estate primarily intended for use as a residential property**  
48 **containing one to four dwelling units. SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE**  
49 **ANY CONTRACTUAL OBLIGATIONS BY EITHER THE CUSTOMER OR THE FIRM.**

50 **See the reverse side for definitions and sex offender registry information.**

51 Carl J Viviano 10/17/2022

David A Hummer 10/17/2022

52 Customer Signature ▲

Date ▲

Customer Signature ▲

Date ▲

53 Customer's Name: Carl J Viviano

Customer's Name: David A Hummer

54 **NOTICE ABOUT SEX OFFENDER REGISTRY**

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

57 **DEFINITION OF MATERIAL ADVERSE FACTS**

58 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such  
59 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
60 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
61 or affects or would affect the party's decision about the terms of such a contract or agreement.

62 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee  
63 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural  
64 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information  
65 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a  
66 contract or agreement made concerning the transaction.

ADDED BY FIRM: COVID-19 SAFETY PROTOCOLS: Customer agrees to abide by all applicable safety guidelines and  
safety protocols, per Coronavirus (COVID-19) Advisory.



## NOTICE TO BUYERS & SELLERS

(This Is Not A Contract)

First Weber, Inc. ("First Weber") gives this Notice to you, a prospective real estate buyer or seller, to acquaint you with some common issues or practices within the real estate industry and to make you aware of some important issues to consider in your real estate transactions. This Notice also provides authorization to contact buyers and sellers with information about prospective real estate transactions and affiliate services per State and Federal telemarketing laws. First Weber is a licensed broker business entity. All references to broker or brokerage have the meaning of "Firm" as stated in Chapter 452 of the Wisconsin Statutes.

**Equal Opportunity/Fair Housing.** First Weber, its agents, and affiliates are committed to providing equal service to all persons. Local, state, and federal fair-housing laws prohibit discrimination against any person in violation of these laws. The parties are solely responsible for their own compliance with Fair Housing laws and will consult their own counsel with questions. Note: So-called "Buyers Letters" may be common and useful, but when including information of buyer's personal characteristics to try to get sellers to favor buyers for *who* buyers are, may trigger conscious or unconscious biases or preferences, resulting in discrimination or appearance of discrimination. Such letters should be avoided by buyers and disregarded by sellers. Agents are not authorized to advise on such letters and may not be asked to solicit, evaluate, or participate in such letters.

**Legal & Tax Advice.** State law prohibits real estate agents from giving legal or tax advice. Consistent with their licensure, agents may explain and assist you with approved contract-form provisions and procedures, but cannot provide legal or tax advice. First Weber recommends you consider hiring your own attorney if you have legal questions or disputes, and consult a tax attorney or accountant about any tax issues that may arise, including questions about government-tax credit, stimulus, or related programs. In "short-sales," First Weber's agents may assist in facilitating a short sale or in contacting lender(s), but are not responsible for negotiating payoffs, loan modifications, or issues relating to deficiencies. If you need advice or assistance on these issues, contact the lender, your attorney, or other qualified professional debt-relief service.

**Foreign Investment In Real Property Tax Act (FIRPTA)** applies to sale of property by "foreign persons" as defined per FIRPTA, and may require withholding of up to 15% of the amount realized for payment to IRS unless an exemption applies. **Buyers** can be held liable and may have a tax lien put on the property for failing to comply with FIRPTA. The parties are advised **not** to provide, send, or copy sensitive personal information such as social security or tax identification numbers to agent or Firm, or to anyone by unsecured means, but to modify offer terms to allow only direct submission to closing agent or qualified substitute. Real estate agents and firms cannot provide legal or tax advice and are **not** responsible for interpreting or implementing FIRPTA. The parties are advised to consult their own legal counsel or tax advisers.

**MLS.** First Weber is associated with various multiple-listing services (MLS). Information in the MLS is provided by sellers, listing brokers, and other parties, and may not have been verified. First Weber assumes MLS information is current, accurate, and complete, but does not guarantee or assume responsibility for the quality of MLS information. You must verify information important to you, including number of bedrooms, school district, type of construction materials, square footage, age of updates, etc.

**Square Footage/Measurements/Dimensions.** Land, building, or room dimensions, measurements of square footage of finished or unfinished floor space, or acreage figures are often only approximations based on rounded measurements, various formulas used to calculate area, or may be provided by third parties such as municipal-assessment or tax information. These sources may vary. If the size or dimensions of any particular part of a property, finished or unfinished square footage, or acreage is important to you, you must independently verify that information. First Weber does not guarantee or assume responsibility for the accuracy of any measurements or figures. Note: Digital or online GPS/GIS mapping apps or programs as may be utilized by agents or parties may not be accurate and are no substitute for an actual survey of lot lines.

**Third-Party Providers.** First Weber, its agents, or Concierge may provide names of various service providers, including lenders, title-insurance and home-warranty companies, inspectors or testing companies, surveyors, attorneys, or other contractors and third-party providers, but First Weber does not perform those third-party or other services and is not responsible for the services or actions of these third-party professionals or providers. You are responsible for selecting providers or third-party professionals and for determining whether those providers have adequate expertise and qualification to render the desired services. For all third-party providers and all services or products that may be referred to you, including financing, title insurance, or home warranty, etc., you should shop around and contact potential providers or third-party professionals directly to ensure you obtain the desired services or product and the best rates. (See First Weber's Affiliated Business Arrangement Disclosure).

**Financing.** First Weber may assist you by providing names of financial institutions and may assist you in obtaining a loan prequalification or preapproval. But First Weber is not responsible for determining or selecting a lender or type or terms of your mortgage. You are solely responsible for choosing the lender and type of mortgage. First Weber is affiliated with **Prosperity Home Mortgage Corporation**. See Affiliated Business Arrangement Disclosure.

**Title Insurance.** First Weber recommends title insurance, including GAP coverage, on all transactions. Title companies may assist in obtaining mortgage payoffs, tax prorations, and closing statements, but the parties are responsible for reviewing any title commitment for any potential exceptions or exceptions for title. If you have questions about any title-related issue, you may ask the title company and/or your own counsel, First Weber is affiliated with several area title companies. See Affiliated Business Arrangement Disclosure.

**Homeowner's Insurance.** Homeowner's insurance carriers may not insure certain properties or certain buyers. First Weber and its agents are not insurance experts and cannot advise on whether any particular property or buyer is insurable. Buyer should consult buyer's insurance agent and lender and not waive financing without confirming insurability. First Weber is affiliated with **HomeServices Insurance, Inc.** - See Affiliated Business Arrangement Disclosure. Buyer should contact insurer or consider contingency if uncertain.

**Home Warranty.** Sellers may purchase a home warranty to provide coverage during the listing and for a period of time after the closing, or buyers may purchase a home warranty to apply after purchase. Coverage depends on the company and program and is limited to policy terms. Note: A home warranty may not cover mobile homes. Universal Home Protection provides home warranties throughout Wisconsin. See Supplemental Affiliated Business Arrangement Disclosure.

**Lead-Based Paint (LBP) Disclosure.** Federal law requires sellers/landlords of most residential housing built before 1978 to disclose any known lead-based paint ("LBP"), to provide any records or reports of LBP, and to provide buyers/tenants with a federally approved lead-hazard-information pamphlet. <https://www.epa.gov/lead>. Offers/leases must contain lead disclosures and acknowledgments. The regulations do not require removal of LBP hazards, but buyers have the right to include a contingency to inspect for LBP.

**Inspections & Testing.** Buyers are responsible for performing a reasonably vigilant inspection and confirming if property is satisfactory for buyers' purposes. You may not be able to hold sellers or list broker liable for failing to disclose defects that are readily observable. You should consider having all property thoroughly inspected by a professionally qualified inspector (e.g., State of Wisconsin registered or licensed home inspector). Inspection(s) should cover all material property features, including structural, mechanical, heating, electrical, plumbing, wells, septic systems, etc., and may require specialized inspectors or professionals. Buyers should consider any follow-up inspections as may be recommended in any inspection reports. Note: Authorization for inspections in the standard WB-forms may not include desired testing. To test any substance, whether drinking water, soil, air, or other elements on the property, Buyers should include a testing contingency for that purpose in any offer. Pictures, video/virtual tours or live streaming may be used by agents or services to display a property, but are not representations of condition by agents or brokerage, and are no substitute for viewing the property. Buyers retain full responsibility for personal verification and professional inspections to confirm condition and that any given property is satisfactory to Buyers. All walk-throughs are likewise Buyer's personal responsibility. Agents may send pictures or make observations, but are not responsible for confirming, inspecting, or approving condition or work done.

**Hazardous Substances.** Asbestos, vermiculite, lead in drinking water, radium, radon gas, mold, lead-based paint, PFAS and other toxic substances or chemicals in structures, soils or water supplies can cause serious health hazards. Certain construction materials may be more prone to failure, e.g. some synthetic stucco, and others may cause contamination (e.g., formaldehyde in some products). Contact the Wisconsin DNR and each specific municipality about possible substances of concern in each community. For radon see Wisconsin Department of Health Services pamphlet [Wisconsin Home Buyers and Sellers Brochure](#) and/or the EPA's [U.S. EPA Home Buyers and Sellers Guide to Radon](#). You must arrange inspection or testing of any substances or materials of concern to you. Also see [www.firstweber.com/info](http://www.firstweber.com/info) for more information.

**Land-Use Restrictions, Regulations, Bedrooms & Nonconforming Uses.** Various laws and land-use restrictions may affect a property's use and value, including zoning and subdivision laws, building codes, restrictions on nonconforming properties and uses, deed restrictions, covenants, subdivision regulations, and homeowner's-association rules, etc. In each instance Buyer should verify, even if zoning is represented in MLS, and confirm property suits intended use, including verifying access, utilities, and services, and how restrictions may impact buyers' intended use, including ability to build, rebuild, remodel, replace, or enlarge improvements, particularly if there are any nonconforming structures or uses. Do not assume you can install fence or outbuilding. Buyer may confirm number of usable bedrooms with municipal assessor or building inspector, and for properties on septic or "private onsite wastewater treatment systems" (POWTS), confirm sizing conformance to number of bedrooms/occupancy, particularly if involving remodeling or additions.

**Reassessment & Revaluation.** Contact the assessor to inquire if there are any area-wide or other assessment or reassessments that may affect a property. For new construction, remodeling, or rehabilitation, and if any property tax increase is applicable or expected due to revaluation or reassessment, always consider re-proration in any purchase contract.

**Community Attributes & Facilities.** If existence or proximity of community amenities (e.g., school districts, parks, green spaces, conservancy districts, cable & internet access and similar services or facilities is important to buyer's decision to purchase, buyers should confirm such directly with the municipality, school district, or other community-entity, public-information sources, or specific service providers. For example, if availability of specific technical requirements or capacity are important, Buyers should confirm directly with potential service providers. Terms like "high speed" internet may not be used in a technical sense and may not be assumed to be of any particular technical requirement or capability or cost.

**Area Conditions.** Existing and proposed developments, public projects, and construction adjacent to or surrounding the property may affect the property. If you are concerned about any existing or future conditions of the area or neighboring properties, before writing an offer you should thoroughly investigate the surrounding area and contact state and local municipal officials about any proposed development or project, including planned roadways, commercial developments, utilities infrastructure or transmission lines, airport expansion or utilization, wind turbines, etc. Some commercial or industrial facilities or certain agricultural operations, such as concentrated animal-feeding farms, may create noise and odor. You should ask appropriate governmental and private authorities about the condition of any natural features in the area, including potential infestations or diseases as Emerald Ash Borer. For waterfront or riparian property you should contact the DNR and local-governmental officials about lake and river information and boating access/usage rights and restrictions, docks and piers, stocking, existence of invasive species, and shoreland zoning, and you should confirm you can use the property for your intended purposes.

**Floodplains & Wetlands.** Floodplain and wetland maps may not be complete or updated and may require a surveyor or other professional to interpret. Contact your lender, applicable governmental officials, and your insurance agent with questions about floodplain designations, insurance requirements, and rates. Property bordering navigable waters should be presumed to be within a floodplain or subject to special restrictions such as shoreland zoning or other governmental regulations. Floodplain designations change and site elevations may need verification. Floodplain insurance premiums may be expected to increase. Contact FEMA, DNR and your lender. See also [www.firstweber.com/info](http://www.firstweber.com/info).

**Special-Purpose Districts & POWTS.** If all or part of a property is in a special-purpose district (e.g., sanitary, drainage, or lake district) you should contact the applicable authorities to identify what restrictions and potential assessments may apply. Property in a sanitary district may be subject to taxes, special assessments, or other charges for sewer planning or construction, user fees, and related costs. Property in a drainage district may be subject to special assessments and other requirements. Property served by septic or POWTS may be subject to state and local regulation, and some counties require a maintenance plan and may impose notification, inspection, or testing requirements when property ownership is transferred. Replacing a POWTS may require you to install a different type of system. Both sellers and buyers are advised to ensure that, if material, the septic system is sized appropriately for the number of used bedrooms, as this may change with additions or renovations.

**Use-Value Assessments/Managed-Forest Land/Conservation Reserve/Farmland-Preservation Programs.** Rural, agricultural, forest, vacant, cropland, or similar property may be subject to conservation, farmland, environmental, or other land-use programs, agreements, or restrictions affecting the property's use and taxation. There may be penalties, assessments, or payback obligations pending or deferred, or which accrue upon change in use or sale of the property. Under Use-value assessment law, sellers must disclose if some or all of the property being sold is subject to use-value assessment and if a conversion charge has been assessed or deferred. Buyers/owners may be assessed substantial penalties if they change use of property subject to use-value taxation. Managed Forest Law requires sellers to disclose if property is subject. Buyers should contact DNR Division of Forestry. Conservation Reserve Program buyers should contact USDA Farm Service Agency. For property in a farmland-preservation-zoning district, or under a farmland-preservation agreement, contact Agricultural Resource Management in the WI Department of Agriculture, Trade, and Consumer Protection. For shoreland zoning, contact county zoning and DNR regarding mitigation plans, and check applicable city, town, or village regulations. NOTE: Some programs impose fees, penalties, or costs upon change of use or early termination. Consult each program and address whether the parties intend to continue a program, and which party will be responsible when the program terminates.

**Proposed Use/"Buildability".** A property represented as "buildable" may have unknown issues preventing or limiting building. Buyer should verify for type of improvement what permits or approvals may be required, etc. Buyer contemplating building or improvements, including items like fencing, should consult ahead of time with buyer's builder and contact local land use/zoning authorities and check deed restrictions, covenants or subdivision regulations, set-back requirements, utility hook-up, wetlands, etc., and consider proposed use, subsoil, perk testing, or other contingencies. Availability, functionality and cost of specific features or services, including internet, cable or wifi quality should be verified by buyers.

**Smoke & Carbon-Monoxide Detectors.** All parties are advised to comply with all applicable laws and regulations requiring smoke or carbon monoxide detectors.

**Electrical Service.** Tube or aluminum wiring, fuses, or service less than 100 amps may be considered a defect or may require upgrade by lenders or insurers to no less than 100 amp circuit-breaker service. Certain breaker boxes, e.g., Federal Pacific, may be a safety concern.

**MLS & Co-Brokerage Compensation.** The co-brokerage offering is an incentive to subagents and buyer brokers to participate in sale of Firm's listings. The Firm cannot comment on other companies' policies or the overall commission or co-brokerage market, but the Firm's base policy is to split listing commission 40% - 50%, with variations depending on office or region and type of property. The specific offering for the listing will be entered into the corresponding MLS. Any given MLS offering may be subject to brokerage agreements or policy letters, the amount of which is available upon written request as applicable to any given transaction. See Compensation To Others provision.

**Buyer-Agency Notice.** Buyers represented by a buyer's agent may often write offers requesting payment of buyer's agency fee by sellers' proceeds at closing. If the buyers' agency fee is greater than the amount of the co-brokerage commission being offered, it may be recommended that the sellers calculate sellers' net proceeds, and, if necessary, consider a counteroffer at a price sufficient to retain sellers' desired net proceeds and accommodate the buyers' agency fee. This may also apply under dual agency or designated agency where sellers' and buyer's agents are both First Weber agents.

**Digital Communications Security Advisory.** There are email and phishing scams where criminals pretend to be service providers or pretend to be involved in a transaction and request financial and related nonpublic information such as credit card or debit card numbers or bank account and/or routing numbers or ask you to send or wire money. NOTE: First Weber and its agent will never request such financial or related nonpublic personal information, by email or other digital media. If you receive an email or other digital message directly, copied, or forwarded to you in any transaction requesting you send funds or provide financial or related nonpublic personal information, it did not come from First Weber. Do not respond to any such email. Contact First Weber at 608-443-2255, and forward any suspected email fraud to [antifraud@firstweber.com](mailto:antifraud@firstweber.com).

**NOTE: First Weber does not warrant the condition of any property being sold. Owners/sellers are responsible for all maintenance, including preventive and seasonal maintenance (e.g., winterization and ice/snow removal) on their properties, and for safety and security on their property while listed with First Weber.**

**Telemarketing & E-Mail Authorization.** First Weber, its associates, agents, affiliates, and Concierge may, from time to time, contact you by telephone, text, or e-mail with real estate and market information related to current or prospective transactions services, or products. By signing below, you authorize First Weber, its agents, affiliates, and Concierge to provide such information. You may withdraw authorization at any time by contacting First Weber by e-mail at [realestateinfo@firstweber.com](mailto:realestateinfo@firstweber.com) or by telephone at 800-276-7260.

DocuSigned by:

We acknowledge that we have received this Notice and the Telemarketing &amp; Email &amp; Texting Authorization.

Signature: Carl J VivianoPrint Name: Carl J Viviano (date) 10/17/2022Tel: \_\_\_\_\_ E-mail: cjviviano@yahoo.com

DocuSigned by:

Signature: David A HummerPrint Name: David A Hummer (date) 10/17/2022Tel: \_\_\_\_\_ E-mail: davidanthonyhummer@yahoo.com

**First Weber, Inc. is a proud member of the HomeServices of America family of companies.**

**FOR DURATION OF THE CORONAVIRUS PANDEMIC PLEASE UNDERSTAND SERVICES SUBJECT TO SAFETY LIMITATIONS**

# Affiliated Business Arrangement Disclosure Statement

To: Carl J Viviano David A Hummer Property: 309 McClellan St Wausau WI 54403  
 From: First Weber, Inc. Date: 10/13/2022

This is to give you notice that First Weber, Inc. and First Weber Illinois, LLC, together doing business as First Weber and/or First Weber, REALTORS® ("First Weber"), HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Priority Title Corporation, Preferred Title, LLC, Schmitt Title, LLC, Wisconsin River Title Consultants LLC, HomeServices Insurance, Inc. doing business as HomeServices Insurance Agency ("HomeServices Insurance Agency"), Title Resources Guaranty Company ("TRG"), and Vanderbilt Mortgage and Finance Inc doing business as Silverton Mortgage ("Silverton Mortgage") are part of a family of companies (the "Affiliated Companies") owned by Berkshire Hathaway, Inc. ("Berkshire Hathaway"), and each may refer to you the services of another. First Weber, Inc., First Weber Group Illinois, LLC, HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Priority Title Corporation, and HomeServices Insurance Agency are each wholly owned either directly or indirectly by HomeServices of America, Inc. ("HSOA"), a Berkshire Hathaway affiliate. HSW Affiliates Holding, LLC ("HSW Affiliates"), a wholly-owned subsidiary of HSOA, has an ownership interest in each of the following Affiliated Companies: Preferred Title, LLC (40%), Schmitt Title, LLC (16%), Wisconsin River Title Consultants LLC (50%). In addition, Preferred Title, LLC has an ownership interest in Schmitt Title, LLC (16%). HomeServices Title Holdings, LLC, a wholly-owned subsidiary of HSOA, indirectly owns 9.5% of TRG. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

**THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

| Table 1 – First Weber and Affiliated Companies                                          |                                          |                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service Provider                                                                        | Service Provided                         | Charge or Range of Charges                                                                                                                                                                                                                    |
| HomeServices Relocation, LLC                                                            | Relocation Services                      | Fees paid by real estate broker                                                                                                                                                                                                               |
| Prosperity Home Mortgage, LLC                                                           | Loan Origination Fee                     | \$0 - \$1,465 (2% of loan amount on some bond products)                                                                                                                                                                                       |
|                                                                                         | Appraisal                                | \$425 - \$2,100                                                                                                                                                                                                                               |
|                                                                                         | Third Party Fees                         | \$110 - \$280 (credit report, tax service fee, flood cert fee)                                                                                                                                                                                |
| Priority Title Corporation                                                              | Lender's Policy (may be provided by TRG) | \$425 - \$500 if simultaneously issued with Owner's Policy; if not, issued at Owner's Policy rates below.                                                                                                                                     |
|                                                                                         | Owner's Policy (may be provided by TRG)  | For standard coverage, \$525 flat fee up to \$15k purchase price, plus \$3 per \$1k from \$15k-\$100k; add \$2 per \$1k from \$101k-\$500k; add \$1 per \$1k from \$501k-\$1M; add \$0.75 per \$1k from \$1M to \$5M. Reissue rate available. |
|                                                                                         | Endorsements                             | \$0 - \$500 depending on coverages requested.                                                                                                                                                                                                 |
|                                                                                         | Settlement Services Fee                  | \$45 - \$200 deed and document preparation fees;<br>\$125 - \$400 escrow/settlement fees                                                                                                                                                      |
| Preferred Title, LLC /<br>Schmitt Title, LLC /<br>Wisconsin River Title Consultants LLC | Lender's Policy                          | \$400 - \$525 if simultaneously issued with Owner's Policy; if not, issued at Owner's Policy rates below.                                                                                                                                     |
|                                                                                         | Owner's Policy                           | For standard coverage, \$525 flat fee up to \$15k purchase price, plus \$3 per \$1k from \$15k-\$100k; add \$2 per \$1k from \$101k-\$500k; add \$1 per \$1k from \$501k-\$1M; add \$0.75 per \$1k from \$1M to \$5M. Reissue rate available. |
|                                                                                         | Endorsements                             | \$0 - \$500 depending on coverages requested.                                                                                                                                                                                                 |
|                                                                                         | Settlement Services Fee                  | \$45 - \$200 deed and document preparation fees;<br>\$125 - \$475 escrow/settlement fees                                                                                                                                                      |
| HomeServices Insurance Agency*                                                          | Homeowner's Insurance                    | \$300 - \$4,000 annual premium, depending on product and associated risk assessments (e.g., age of home, credit score, past claims of the insured, etc.)                                                                                      |
| Silverton Mortgage                                                                      | Loan Origination Fee                     | 0 - 2.75% of the loan amount (includes third party fees)                                                                                                                                                                                      |
|                                                                                         | Appraisal                                | \$475 - \$900                                                                                                                                                                                                                                 |

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the Affiliated Companies may refer me/us to purchase the settlement service(s) described on **Table 1** above and that any such referrals may provide the Affiliated Companies and/or their employees with a financial or other benefit. I/we also understand that the Interested Parties may refer me/us to purchase the settlement service(s) described on **Table 2** below (or on reverse) and that any such referrals may provide the Interested Parties with a financial or other benefit.

DocuSigned by:  
  
 23D686B88530439...  
 Signature Carl J Viviano (Date) 10/17/2022

DocuSigned by:  
  
 5282EB734E94487...  
 Signature David A Hummer (Date) 10/17/2022

\* In rare cases, your insurance policy may instead be issued by Long & Foster Insurance Agency, Inc., an affiliate of HSI, or under another of its trade names. HSI's trade names include: Edina Realty Insurance Agency, Home Team Insurance, HomeServices Insurance Agency, InsuranceSouth, Long Insurance Group, ReeceNichols Insurance and Trident Insurance Agency.

# Supplemental Affiliated Business Arrangement Disclosure Statement

## Interested Parties and Additional Providers

Neither First Weber nor any other HSoA-affiliated company has any ownership interest in Universal Home Protection, LLC; Dependable Title of Wisconsin, LLC; and Point Title, LLC (collectively, "Additional Providers"). This is to give you notice, however, that some officers, employees, and real estate agents of First Weber ("Interested Parties"), individually or together, own interests in the Additional Providers. The Interested Parties are Shawna Alt, J. Michael Baker, Paul Brown, Robert Bushman, Barbara Clinard, Diana Gerke, James R. Imhoff, Jr., Daniel Lee, Carole Lukens, Heidi Mancheski, Gregory Onsager, Sharon Rapkin, David Roark, Darlene Wahls, Robert Weber, and Ruth Ann Weber. The Interested Parties' collective ownership interests in the Additional Providers are as follows: Universal Home Protection, LLC (33.3%), Dependable Title of Wisconsin, LLC (31.5%), and Point Title, LLC (62.5%). Because of these relationships, the referral of a customer (including you) by any of the Interested Parties to the Additional Providers may result in one or more of the Interested Parties receiving a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the Additional Providers' listed services. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

**THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

| Table 2 – Interested Parties and Additional Providers |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service Provider                                      | Service Provided                | Charge or Range of Charges                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Universal Home Protection, LLC                        | Home Warranty                   | \$525 for a Basic Plan. Additional coverages and plans available.                                                                                                                                                                                                                                                                                                                                                                            |
| Dependable Title of Wisconsin, LLC                    | Lender's Policy                 | \$400 - \$425                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                       | Owner's Policy                  | \$525 for policies \$15,000 and under, plus \$3 for each additional \$1,000 or less of coverage up to \$100,000, plus \$2 for each additional \$1,000 or less of coverage between \$101,000 and \$500,000, plus \$1 for each additional \$1,000 or less of coverage between \$501,000 and \$1,000,000, plus \$0.075 for each additional \$1,000 of coverage above \$1,001,000. Reissue rate available at 20% discount, with a \$475 minimum. |
|                                                       | Special Assessment/Verification | \$25 - \$35                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                       | Endorsements                    | \$0 - \$500 depending on coverages requested.                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                       | Deed Preparation Fee            | \$100 - \$150                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                       | Closing Fee                     | \$250-\$350, plus \$25 per wire and \$100 for overnight service.                                                                                                                                                                                                                                                                                                                                                                             |
| Point Title, LLC                                      | Lender's Policy                 | \$400 - \$425                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                       | Owner's Policy                  | \$525 for policies \$15,000 and under, plus \$3 for each additional \$1,000 or less of coverage up to \$100,000, plus \$2 for each additional \$1,000 or less of coverage between \$101,000 and \$500,000, plus \$1 for each additional \$1,000 or less of coverage between \$501,000 and \$1,000,000, plus \$0.075 for each additional \$1,000 of coverage above \$1,001,000. Reissue rate available at 20% discount, with a \$475 minimum. |
|                                                       | Special Assessment/Verification | \$75 minimum; varies by municipality and number of parcels.                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                       | Endorsements                    | \$0 - \$500 depending on coverages requested.                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                       | Deed Preparation Fee            | \$95                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                       | Closing Fee                     | \$150-\$350, plus \$25 per wire and overnight package.                                                                                                                                                                                                                                                                                                                                                                                       |

[see acknowledgment on the reverse/preceding page]





# Don't Let Scam Artists Steal Your Money!

Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals.

These sophisticated criminals could:

- Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.
- They can even send you emails, or forward emails, that appear to be from your agent, your closer or another trusted source!

---

**When you are using First Weber, Inc.  
and our family of services,  
we will NEVER ask you to wire money via email,  
EVER!**

---

If you receive wiring instructions, or other requests to send nonpublic personal information, even if it appears legitimate, do not send money to that account. Always verify such instructions directly with your closer and your bank.

**When confirming instructions, DO NOT use a phone number or other contact information from an email! Use a business phone number for your closer or bank from an independently verified source.**

If you receive an email message directly or forwarded concerning any transaction involving First Weber, Inc., and the email requests that you send funds or provide nonpublic personal information, **DO NOT RESPOND TO THE EMAIL.**

Immediately contact the authorities, contact First Weber, Inc. at 608-443-2255, and please forward any suspected email fraud to: [antifraud@firstweber.com](mailto:antifraud@firstweber.com)

**I acknowledge the above information:**

(Buyer/Seller) Carl J Viviano  
23DC86B89530439...  
(Date) 10/17/2022 Carl J Viviano

(Buyer/Seller) David A Hummer  
5282EB734E94487...  
(Date) 10/17/2022 David A Hummer



**FIRSTWEBER**  
— REALTORS® —

a Berkshire Hathaway affiliate

08/2017 Form #649



## CORONAVIRUS (COVID-19) ADVISORY

The Coronavirus (COVID-19) pandemic has impacted the real estate world and conduct of real estate transactions. COVID-19 is very contagious and serious. Vaccination has mitigated the risks, but all services are still subject to whatever safety precautions and protocols as may apply in any given situation.

**Safety Precautions & Protocols:** All persons are aware our country is still threatened by the COVID-19 pandemic. Although vaccinations have allowed reopening of many activities, all acknowledge that the threat of COVID-19 remains, and all parties understand that even despite vaccination or precautions buying/selling properties necessarily involves inherent risk of potential exposure. We expect all individuals involved to do his/her best to adhere to all safety guidelines and protocols as may apply to any specific situation. For guidance see Center for Disease Control (CDC), the Wisconsin Department of Health Services (DHS) and local authorities and medical providers. We therefore request and expect that each individual involved in the buying/selling process be candid and transparent as to health condition, and if applicable to the situation, vaccination status, and to inform the others involved should that individual get COVID-19 or have to isolate or quarantine. All individuals are expected to bring their own personal protective equipment (PPE), as may be applicable for any given situation. Property owners are advised to follow all applicable safety guidelines in cleaning potentially exposed surfaces, if concerned, and individuals entering properties are requested to avoid actions that might contaminate property or objects, if avoidable. Hopefully the pandemic will finally be behind us soon, but until that point, we want all individuals to remain safe, and to take any precautions they consider necessary, and to respect the concerns of others, so as not to endanger themselves or others as we all make our way out of this pandemic.

**Property Access:** Selling and buying real estate traditionally involves liberal access to properties. As we continue through the COVID-19 pandemic, all should understand that some access (e.g., showings, inspections, walk-thru's, etc.), may still be restricted or delayed, depending upon the specific situation of the individuals involved or the property. If necessary, agent and Firm will facilitate to the greatest extent possible remote viewing technologies, e.g., virtual tours, live-streaming, or other remote viewing technological alternatives for consideration as desired or practical. The parties acknowledge any such alternative viewing methods provided through agents and Firm are intended for convenience or safety and are not intended as representations of property condition, unless expressly stated in writing. Buyer is responsible for verifying, by personal or professional inspection or testing contingencies, condition of the property and satisfaction of buyer's intended use, if material to buyer. Parties may consider a sight unseen/remote viewing contingency, if applicable.

**Delays:** Until this pandemic is brought to an end, there may be delays arising from the personal safety obligations of one or more of the parties or professionals involved. Delays may also occur when working with various businesses, professionals, and settlement service or third-party providers. We recommend parties confer with any such settlement service or third-party providers, including lenders, inspectors, title companies, etc., to see what amount of time is needed for scheduling of any activities and plan accordingly. Thankfully we have not experienced the types of closures or reduced operations originally feared under the pandemic, but all parties should still ensure that they allow sufficient time to complete the desired activities. If there are any expected delays or scheduling issues, the parties may consider adding whatever provisions or contingencies as may allow the parties to address whatever issue as may appear.

**We acknowledge receipt of COVID-19 Advisory and consent to the safety guidelines and safety protocols.**

Date: 10/17/2022  
Signed by: Carl J Viviano  
23DC86B89530439...

Date: 10/17/2022  
Signed by: David A Hummer  
5282EB734E94487...

Print Name: Carl J Viviano

Print Name: David A Hummer

**SELLER DISCLOSURE REPORT - COMMERCIAL**

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 309 McClellan St

\_\_\_\_\_ IN THE  
\_\_\_\_\_ (CITY) (VILLAGE) (TOWN) OF Wausau, COUNTY OF

Marathon STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT

PROPERTY AS OF 2nd June (MONTH) 2nd (DAY) 2022 (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?                                                                                                               | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B2. Are you aware of defects in the electrical system?                                                                                                  | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B3. Are you aware of defects in part of the plumbing system?                                                                                            | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?                                                     | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B6. Are you aware of defects in any structure or structural components on the property (including walls)?                                               | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?                                      | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property?                                  | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| B9. Explanation of "yes" responses _____                                                                                                                |                       |                                  |                       |
| _____                                                                                                                                                   |                       |                                  |                       |
| _____                                                                                                                                                   |                       |                                  |                       |
| _____                                                                                                                                                   |                       |                                  |                       |

**C. ENVIRONMENTAL**

- |                                                                                                                                                                                                                                                                                                                                                                                       | YES                   | NO                               | N/A                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------------------|-----------------------|
| C1. Are you aware of the presence of unsafe levels of mold?                                                                                                                                                                                                                                                                                                                           | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?                                                                                                                                                                                                                                                                                       | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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?                                                                                                                                                                                        | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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?                                                                                                                                                                                                                     | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?                                                                                                                                                                                                                                                                   | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?                                                                                                                                                                                                                                                                       | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted?                                                                                                                                                                                                                                                          | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?                                                                                         | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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?                                                                                                 | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E2. Are you aware that remodeling was done that may increase the property's assessed value?                                                                                                                                                      | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E3. Are you aware of pending special assessments?                                                                                                                                                                                                | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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?                               | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E5. Are you aware of any proposed construction of a public project that may affect the use of the property?                                                                                                                                      | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?                                                                                                                       | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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?                                                                                                                                                        | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property?                                                                                                                                 | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F4. Are you aware of conservation easements on the property?                                                                                                                                                                         | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F5. Are you aware of restrictive covenants or deed restrictions on the property?                                                                                                                                                     | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F6. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded                                   | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                        | 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?                                                                                                                                                                                                                               | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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)?                                                                                                                                                                                                                                                                                       | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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))                                                                                                                                                                                                                                                                                   | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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))                                                                                                                                                                                                                                                                                 | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F9. Is all or part of the property subject to or in violation of a farmland preservation agreement?                                                                                                                                                                                                                                                                                                                                    | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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?                                                                                                                                                                                                                                                    | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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.) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property?                                                                                                                                                                                                                                                                                                                            | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F13. Are you aware there is not legal access to the property?                                                                                                                                                                                                                                                                                                                                                                          | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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.                                                                                                                                                                                                                         | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F15. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <a href="http://dnr.wi.gov/topic/waterways">http://dnr.wi.gov/topic/waterways</a> for more information.                                                                                                                                                                                                      | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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 <a href="http://www.wihist.org/burial-information">www.wihist.org/burial-information</a> ).                                                                                   | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F16m. Are you aware of a written agreement affecting riparian rights related to the property?                                                                                                                                                                                                                                                                                                                                          | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F16n. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?<br>Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132(1)(b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.                  | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 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?                                                                                                                                                                                                                                                                                                                      | <input checked="" type="radio"/> | <input type="radio"/>            | <input type="radio"/> |
| 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?                                                                                                                                                                                                                                                                                                                 | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |
| G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?                                                                                                                                                                                                                                                                                                                                                         | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |
| G4. Are you aware of a joint well serving the property including any defect related to a joint well serving the property?                                                                                                                                                                                                                                                                                                                                                          | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |
| 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?                                                                                                                                        | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |
| 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.)                                                                                                                                                                                                                                                                                    | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |
| G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?                                                                                                                                                                                                                                                                                                                                                                  | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |
| G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?                                                                                                                                                                                                                                                                                                        | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |
| G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use?                                                                                                                                                                                                                                                                                                                                              | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |
| G10. Are you aware of leased parking?                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |
| G11. Are you aware of other defects affecting the property?                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |
| G11m. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g., a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.)<br>Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/> |

G12. The owner has owned the property for 5 years.G13. Explanation of "yes" responses 309 MCCLELLAN STREET IS REGISTERED WITH THE NATIONAL REGISTER OF HISTORIC PLACES AS "THE WANSANC"

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): JIM N E CRICKET LLCName & Title of Authorized Representative Signing for Entity: David A HummerAuthorized Signature for Entity: [Signature]Date 6/2/22Owner x [Signature]Date 6/12/22

Owner \_\_\_\_\_

Date \_\_\_\_\_

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): MOCA INC. A WI Non Stock Corp.Name & Title of Authorized Representative Signing for Entity: David A Hummer VP of BOBAuthorized Signature for Entity: [Signature]Date 10/17/2022

Prospective buyer \_\_\_\_\_

Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_

Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_

Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_

Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_

Date \_\_\_\_\_



**RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE**

Approving the First Amendment to the Development Agreement for Mountain Lane Apartments with 1401 Elm Street, LLC and Roland Lokre.

Committee Action:      Approved 5-0

Fiscal Impact:

**File Number:**              19-0514

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the City’s Common Council approved the terms of a Development Agreement with 1401 Elm Street, LLC and Roland Lokre (collectively, “Developer”) for the development of Mountain Lanes Apartments at 1401 Elm Street, in May 2019, and the Development Agreement was executed on December 30, 2019; and

**WHEREAS**, the Project (as defined in the Development Agreement) was built almost entirely on one parcel of the original real property subject to the Development Agreement (the “Original Property”) and Developer is creating a certified survey map to redivide the two parcels of the Original Property into two new lots such that the Project will be located entirely on one of the new lots (the “New Property”); Developer desires to retain the other new lot (the “Remaining Lot”); and

**WHEREAS**, Developer entered into an offer to sell the New Property subject to the Development Agreement pursuant to a WB-15 Commercial Offer to Purchase, dated July 20, 2022, and accepted on July 26, 2022, as amended from time to time; and Developer will retain the Remaining Lot;

**WHEREAS**, Developer desires to have the Remaining Lot released from the Development Agreement; and

**WHEREAS**, Developer approached the City about amending the Development Agreement in order to revise the real property subject to the Development Agreement; and

**WHEREAS**, certain sections of the Development Agreement require amendment in order to revise the real property subject to the Development Agreement, to correct a scrivener’s error, and to clarify certain matters; those amendments being:

- Section 1.h amends the definition of “Project” to remove “mixed use” and retain “multifamily residential complex”;
- Memorializes the forfeiture of 2021 TIF payment, what was forfeited because of noncompliance with Section 4.b.iv;
- Memorializes the waiver of recording order in Section 4.b.iv of the Development Agreement, pursuant to File No. 19-0514, approved by Council on June 14, 2022;
- Amends the definition of “Property” in the Development Agreement to include only the New Property and to release the Remaining Property; and
- Amends Section 6.e to delete the words, “or Lokre dies” as a condition of default of the Development Agreement; and

**WHEREAS**, your Economic Development Committee approved of this First Amendment to the Development Agreement at its November 1, 2022, meeting.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Wausau approves the First Amendment to the Development Agreement for Mountain Lanes Apartments located at 1401 Elm Street, and instructs the appropriate City staff to execute the necessary documents.

Approved:

---

Katie Rosenberg, Mayor

# MINUTES

## Economic Development Committee Meeting

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*Date / time* Tuesday, November 1, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

---

### In Attendance

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Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Liz Brodek, Randy Fifrick, Shannon Graff, Tammy Stratz, MaryAnne Groat, Mayor Rosenberg, Atty. Anne Jacobson, Lt. Jacob Chittum, Tracy Rieger, Rick Rubow, Alder Gary Gisselman, Trent Claybaugh (Gorman & Company, LLC), Rolly Lokre, David and Rebecca Hummer (Wausau Museum of Contemporary Art)

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

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**Agenda Item 7** – Discussion and possible action on First Amendment to the Development Agreement of Mountain Lanes apartments at 1401 Elm Street (Michael Loy, Atty. Jacobson)

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*Rasmussen motioned to approve First Amendment to the Development Agreement, seconded by Lukens.*

**Approved Unanimously 5-0.**

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT  
(Mountain Lanes)**

**THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (Mountain Lanes)** (this “Amendment”) is made as of November [REDACTED], 2022 (the “Effective Date”), by and among the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”); and, 1401 ELM STREET, LLC, a Wisconsin limited liability company (the “Company”), and ROLAND LOKRE (“Lokre” and, together with the Company, “Developer”).

**RECITALS**

WHEREAS, the City and Developer entered into that certain Development Agreement (Mountain Lanes) with an Effective Date of December 30, 2019 (the “Development Agreement”), with respect to certain property located in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly described in the Development Agreement and that certain Memorandum of Development Agreement (Mountain Lanes), dated as of December 30, 2019, and recorded on January 16, 2020, as Document Number 1796287 in the Office of Register of Deeds for Marathon County, Wisconsin (“the “Memorandum”); 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 “Property” as defined in the Development Agreement included both Lot 1 and Lot 2 of Certified Survey Map No. 18501 recorded in the Office of Register of Deeds for Marathon County in Volume 91 of Certified Survey Maps on Page 132, being part of Section 27, T29N, R7E, City of Wausau, Marathon County, Wisconsin (the “Original Property”);

WHEREAS, Developer completed construction of the Project but the Project is located almost entirely on Lot 2 of Certified Survey Map No. 18501 and Developer has caused that certain Certified Survey Map No. [REDACTED] recorded in the Office of Register of Deeds for Marathon County in Volume [REDACTED] of Certified Survey Maps on Page [REDACTED], in order to re-divide all of Lots 1 and 2 of Certified Survey Map No. 18501 such that the Project is located only on Lot 2 of ;

WHEREAS, because the Project is located entirely on Lot 2 of Certified Survey Map No. [REDACTED], Developer desires to have Lot 1 of Certified Survey Map No. [REDACTED] released from the Development Agreement (the “Released Lot”); and

WHEREAS, the City and Developer desire to amend the Development Agreement in order to, among other things, delete the Released Lot from the definition of “Property” in the Development Agreement and release the Released Property from the lien of the Memorandum, subject to the terms and conditions herein.

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

1. Scrivener's Error. Due to a scrivener's error in drafting the Development Agreement, the definition of "Project" in Section 1.h. included the term "mixed-use". Section 1.h. of the Development Agreement is hereby deleted in its entirety and replaced with the following:

h. "Project" means the redevelopment of the Property as a multifamily residential complex as set forth in the Proposal, including, but not limited to the construction of all improvements as may be required in order to comply with applicable laws, rules, regulations, codes and ordinances in the use of the Property.

2. Waiver Resolution.

a. Developer hereby acknowledges and agrees that the Tax Increment Grant for the 2021 calendar year was forfeited by Developer because Developer failed to meet the pre-condition to the payment of the Tax Increment Grant by not providing the City with evidence that the short form memorandum of the Development Agreement was either recorded before any mortgages, leases or any other assignment of the Property, or that such pre-existing mortgagee, lessee and/or assignee has agreed in writing to the terms and conditions of the Development Agreement as required by Section 4.b.iv. of the Development Agreement.

b. Subsequently to the forfeiture of the Tax Increment Grant for the 2021 calendar year, the Common Council of the City passed a resolution, introduced on June 14, 2022, with File No. 19-0514, whereby the City waived the requirement of Section 4.b.iv. of the Development Agreement and declared the Development Agreement to have been substantially complete and complied with in that respect, therefore, the City hereby agrees that the requirement of Section 4.b.iv. of the Development Agreement is satisfied with respect to every installment of the Tax Increment Grant going forward.

3. Property Description.

a. The definition of "Property" in the Development Agreement is hereby deleted in its entirety and replaced with the following:

[Lot 2 of Certified Survey Map No. [\_\_\_], being a redivision of all of Lots 1 and 2 of Certified Survey Map No. 18501 recorded in the Office of Register of Deeds for Marathon County in Volume 91 of Certified Survey Maps on Page 132, being part of Section 27, T29N, R7E, City of Wausau, Marathon County, Wisconsin]

b. The City and Developer hereby agree that the portion of the Original Property that is now the Released Lot is no longer included in the definition of "Property" in the Development Agreement and the Released Lot is hereby released from the lien of the Memorandum. Upon full execution of this Amendment, The City shall execute and record a Partial Release of Development Agreement (Mountain Lanes), substantially in the form attached hereto as **Exhibit A**, with respect to the Released Lot.

c. Developer hereby acknowledges and agrees that since the Released Lot will no longer be included in the Property, any Tax Increment calculated after the date of this Amendment shall not include any tax increment generated by the Released Lot and the tax



increment generated by the Released Lot will not be available to pay any future installment of the Tax Increment Grant.

4. Other Amendment. Section 6.e. of the Development Agreement is hereby amended by deleting the words “, or Lokre dies”.

5. 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. The provisions of the Development Agreement not affected by this Amendment remain in full force and effect.

6. 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.

7. 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 faxed and 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 First Amendment to Development Agreement (Mountain Lanes) as of the Effective Date first printed above.

**DEVELOPER:**

1401 ELM STREET, LLC

By: \_\_\_\_\_

Name: Roland Lokre

Title: Member

\_\_\_\_\_  
ROLAND LOKRE, individually

**CITY:**

CITY OF WAUSAU

By: \_\_\_\_\_

Katie Rosenberg, Mayor

Attest: \_\_\_\_\_

Kaitlyn Bernarde, Clerk

**EXHIBIT A**

**FORM OF PARTIAL RELEASE OF  
DEVELOPMENT AGREEMENT (Mountain Lanes)**

[Attached.]

**PARTIAL RELEASE OF  
DEVELOPMENT AGREEMENT  
(Mountain Lanes)**

Document Number

Document Name

**THIS PARTIAL RELEASE OF DEVELOPMENT AGREEMENT (Mountain Lanes)** (this “Release”) is made and entered into as of the [REDACTED] day of November, 2022, by the **CITY OF WAUSAU**, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the “City”).

**WHEREAS**, the City; **and, 1401 ELM STREET, LLC**, a Wisconsin limited liability company (the “Company”), and **ROLAND LOKRE** (“Lokre” and, together with the Company, “Developer”) (the City and Developer are referred to herein, collectively, as the “Parties”) entered into that certain Development Agreement (Mountain Lanes) with an effective date of December 30, 2019 (the “Original Development Agreement”), with respect to certain real property described in the Original Development Agreement (the “Original Property”), which included that real property described on Exhibit A attached hereto (the “Released Property”), a memorandum of which, dated as of January 16, 2020, in the Office of the Register of Deeds for Marathon County, Wisconsin as Document Number 1796287 (the “Memorandum”);

**WHEREAS**, on [REDACTED], 2022, the City and Developer entered into that certain First Amendment to Development Agreement (Mountain Lanes) (the “Amendment”, and the Original Development Agreement as amended by the Amendment, and as further amended from time to time the “Development Agreement”);

**WHEREAS**, any term used in this Release but not defined herein shall have the meaning assigned to that term in the Development Agreement;

**WHEREAS**, the Amendment requires the City to execute and record a release of the Released Property; and

**WHEREAS**, in accordance with the Amendment, the City desires to release the Released Property from the Development Agreement and to release the Released Property from the Memorandum.

**NOW, THEREFORE**, the City hereby releases the Released Property from the Development Agreement and the City hereby terminates the Memorandum and releases the Released Property from the Memorandum such that the Memorandum is null and void and has no force and effect with respect to the Released Property.

Except as explicitly stated herein, the Development Agreement and Memorandum each remain unchanged and in full force and effect with respect to the remainder of the Original Property.

**Recording Area**

Name and Return Address

Anne L. Jacobson, Esq.  
City of Wausau, City Attorney  
407 Grant Street  
Wausau, WI 54403

See Exhibit A attached hereto.  
Parcel Identification Number (PIN)

**This is not homestead property.**

IN WITNESS WHEREOF, the City has executed this Release as of the date first set forth above.

**THE CITY:**

THE CITY OF WAUSAU, WISCONSIN

By: \_\_\_\_\_  
Katie Rosenberg, Mayor

Attest:

By: \_\_\_\_\_  
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN       )  
                                          ) ss.  
COUNTY OF MARATHON    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, Katie Rosenberg and Kaitlyn Bernarde, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

This instrument was drafted by:

Jeffrey R. Schneider  
Quarles & Brady LLP  
33 East Main Street, Suite 900  
Madison, Wisconsin 53703



## **EXHIBIT A**

### LEGAL DESCRIPTION OF THE RELEASED PROPERTY

[Lot 1 of Certified Survey Map No. [REDACTED], being a redivision of all of Lots 1 and 2 of Certified Survey Map No. 18501 recorded in the Office of Register of Deeds for Marathon County in Volume 91 of Certified Survey Maps on Page 132, being part of Section 27, T29N, R7E, City of Wausau, Marathon County, Wisconsin].

Tax Parcel ID Number: Part of 291-2907-274-0940

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

**RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE**

Approving the sale of Mountain Lane Apartments from 1401 Elm Street and Roland Lokre to Mountain Lane Property, LLC and consenting to the Assignment and Assumption of the Development Agreement by Mountain Lane Property, LLC

Committee Action:      Approved 5-0

Fiscal Impact:

**File Number:**              19-0514

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |
|               |                                                                                                                                                                                                 |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the City's Common Council approved a Development Agreement with 1401 Elm Street, LLC and Roland Lokre (collectively, "Developer") for the development of Mountain Lanes apartments at 1401 Elm Street in May 2019, which was executed on December 30, 2019; and

**WHEREAS**, Section 7 of the Development Agreement requires prior written consent from the City before sale or transfer of the property may occur; and

**WHEREAS**, Developer agreed to sell the property subject to the Development Agreement pursuant to a WB-15 Commercial Offer to Purchase, to Dean Kincaid, Inc., dated July 20, 2022, which was accepted July 26, 2022, as amended from time to time (the "Sale Agreement"); and

**WHEREAS**, on August 22, 2022, Dean Kincaid, Inc. assigned all of its rights, title and interest in, and delegated its obligations under, the Sale Agreement to Mountain Lane Property, LLC; and

**WHEREAS**, pursuant to Section 7 of the Development Agreement, Developer approached the City for consent to sell the property subject to the Development Agreement to Mountain Lane Property, LLC, via a letter written on August 23, 2022, and to assign the Development Agreement to Mountain Lane Property, LLC; and

**WHEREAS**, the Economic Development Committee approved the sale of the property subject to the Development Agreement and the assignment of the Development Agreement to Mountain Lane Property, LLC, at its November 1, 2022, meeting.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Wausau approves the sale of the former Mountain Lanes Property (Mountain Lane Apartments) located at 1401 Elm St., by 1401 Elm Street, LLC and Roland Lokre individually, to Mountain Lane Property, LLC, consents to the assignment to, and the assumption of the Development Agreement by, Mountain Lane Property, LLC, and instructs the appropriate City staff to execute the necessary documents.

Approved:

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Katie Rosenberg, Mayor

# MINUTES

## Economic Development Committee Meeting

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*Date / time* Tuesday, November 1, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

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### In Attendance

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Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Liz Brodek, Randy Fifrick, Shannon Graff, Tammy Stratz, MaryAnne Groat, Mayor Rosenberg, Atty. Anne Jacobson, Lt. Jacob Chittum, Tracy Rieger, Rick Rubow, Alder Gary Gisselman, Trent Claybaugh (Gorman & Company, LLC), Rolly Lokre, David and Rebecca Hummer (Wausau Museum of Contemporary Art)

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

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**Agenda Item 8** – Discussion and possible action consenting to Assignment and Assumption of sale of Mountain Lanes apartments from 1401 Elm Street, LLC and Roland Lokre to Dean Kincaid, Inc. (Michael Loy, Atty. Jacobson)

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*Rasmussen moves to approve transfer, seconded by Henke.*

**Approved Unanimously 5-0.**

***1401 Elm Street, LLC***

***Attn: Roland Lokre  
3062 Village Park Dr  
Plover, WI 54467***

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August 23, 2022

**Via Certified Mail**

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

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

**Re: Development Agreement (Mountain Lanes)  
1401 Elm Street, LLC**

Dear Sir/Madam,

As you are aware, the City of Wausau ("City") entered into a Development Agreement (the "Agreement") dated as of December 30, 2019 with 1401 Elm Street, LLC ("Elm Street") and Roland Lokre ("Lokre") (Elm Street and Lokre are known collectively as the "Developer") regarding the former Mountain Lanes property commonly known as 1401 Elm Street, Wausau, Wisconsin, and described as Lots 1 and 2 of certified Survey Map No. 18501 in the City of Wausau, Marathon County, Wisconsin (the "Property"). Elm Street has entered into an offer to sell the Property to Dean Kincaid, Inc. pursuant to a WB-15 Commercial Offer to Purchase dated July 20, 2022 and accepted July 26, 2022, as amended (collectively, the "Offer").

Pursuant to Paragraph 7 of the Agreement, the "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. 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."

This correspondence is formal notice from the Developer to the City of Elm Street's intent to sell the Property pursuant to the Offer and constitutes Developer's request for the City to consent to such transfer. In addition, request is made that the City consent to Elm Street's assignment of the Agreement to Dean Kincaid, Inc. or a single purpose entity formed by Dean Kincaid, Inc. to be the buyer of the Property.

Sincerely,  
**1401 ELM STREET, LLC**



**Roland Lokre, Member**



**ASSIGNMENT AND ASSUMPTION OF THE  
COMMERCIAL OFFER TO PURCHASE**

THIS ASSIGNMENT AND ASSUMPTION OF THE COMMERCIAL OFFER TO PURCHASE (this "Assignment") is made on this 22nd day of August, 2022, by and between **Dean Kincaid, Inc.**, a Wisconsin corporation (the "Assignor"), and **Mountain Lane Property, LLC**, a Wisconsin limited liability company (the "Assignee").

**RECITALS:**

**WHEREAS**, Assignor, as Buyer, and 1401 Elm Street, LLC, as Seller, are the parties in interest in and to that certain Commercial Offer to Purchase executed on July 20, 2022, as amended from time to time for certain real property known as 1401 Elm Street, Wausau, Wisconsin (the "OTP").

**WHEREAS**, Assignor has the right to assign its rights and obligations under the OTP to an entity that is wholly owned by, related to, and/or controlled by Assignor; and

**WHEREAS**, Assignor desires to assign all of its rights, title and interest in and to the OTP to Assignee and Assignee desires to assume all of Assignor's rights, title and interest in and to the OTP, all as permitted under the OTP;

**ASSIGNMENT:**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its rights, title and interest under the OTP and delegates all of its obligations under the OTP to Assignee. Assignee assumes and agrees to be bound by the terms of the OTP, and agrees to perform all of Assignor's obligations thereunder as if Assignee had been the party originally named as Buyer therein. Notwithstanding anything to the contrary set forth herein, this Assignment shall not release Assignor from its obligations to Seller under the OTP.

Those persons signing below on behalf of Assignee and Assignor personally certify and warrant that they have the authority to bind the respective entity with respect to this Assignment.

This Assignment may be executed, by original signature, facsimile or electronic signature, in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE FOLLOWING.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

**ASSIGNOR:**  
**DEAN KINCAID, INC.,**  
a Wisconsin corporation

By:   
\_\_\_\_\_  
Corey Kincaid, President

**ASSIGNEE:**  
**MOUNTAIN LANE PROPERTY, LLC,**  
a Wisconsin limited liability company

By:   
\_\_\_\_\_  
Corey Kincaid, Manager

1 LICENSEE DRAFTING THIS OFFER ON July 20, 2022 [DATE] IS (AGENT OF BUYER)  
2 (~~AGENT OF SELLER/ LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**  
3 The Buyer

6 \_\_\_\_\_ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-  
7 650, or attach as an addendum per line 676] in the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Wausau \_\_\_\_\_, County  
8 of \_\_\_\_\_ Marathon \_\_\_\_\_ Wisconsin, on the following terms:

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

58 See addendum.

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller). [STRIKE THOSE NOT APPLICABLE]

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: none other.

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 \_\_\_\_\_ to be provided \_\_\_\_\_ 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 shall be completed by Seller and delivered to Buyer within five [5] days of acceptance.

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,

- 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 \_\_\_\_\_ 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: \_\_\_\_\_

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: \_\_\_\_\_

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 \_\_\_\_\_ 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 \_\_\_\_\_ See addendum. \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ acres;  
208 maximum of \_\_\_\_\_ 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: \_\_\_\_\_

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

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

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

224 ☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to  
225 Buyer within 10 days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

226 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity  
227 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which  
228 is consistent with representations made prior to and in this Offer.  
229 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property  
230 to be free and clear of all liens, other than liens to be released prior to or at closing.  
231 ☐ Rent roll.

232 ☒ Other See addendum.



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 \_\_\_\_\_ 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 \_\_\_\_\_ ("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 Nature 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 620-650 or attach as an~~  
291 ~~addendum per line 676.~~

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 See addendum.

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 60 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 See addendum.

344 loan type or specific lender, if any first mortgage loan commitment as described  
345 below, within                      days after acceptance of this Offer. The financing selected shall be in an amount of not less than  
346 \$                      for a term of not less than                      years, amortized over not less than                      years. Initial

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

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

351 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached  
352 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

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

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

357 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 ☐ **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 \_\_\_\_\_ 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 ☐ **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.



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

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

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % ("2" if left blank) at the first adjustment and by not more than \_\_\_\_\_ % ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_ % ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

**NOTE:** If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.

☒ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

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

**CAUTION:** The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

☒ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

☒ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of unavailability.

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

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

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

(2) \_\_\_\_\_  
[Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

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

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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 operating expenses, service contracts and all other items  
433 customarily prorated in commercial transactions of this type.

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 subject only to the Permitted Exceptions as provided in Addendum A.

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

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

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

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



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 all leases to be provided to Buyer as part of Seller  
503 responsibilities.

504 Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 ☐ **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.

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

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

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

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

**OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. 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 these 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 **ADDITIONAL PROVISIONS/CONTINGENCIES** See addendum.

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

55 This Offer is rejected \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.  
56 \_\_\_\_\_ Seller Initials ▲ Date ▲ This Offer is countered (See attached counter) \_\_\_\_\_ Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲ The Order is Countered (See attached counter) Seller Initials ▲ Date ▲



## ADDENDUM A TO COMMERCIAL OFFER TO PURCHASE

THIS ADDENDUM A TO COMMERCIAL OFFER TO PURCHASE (this "Addendum") is attached to and made part of that certain WB-15 Commercial Offer to Purchase (the "Preprinted Offer") between DEAN KINCAID, INC., and/or its permitted assigns ("Buyer") and 1401 ELM STREET, LLC, ("Seller"), pertaining to the real property located in the City of Wausau, Wisconsin and more particularly described in Section 1 of this Addendum (the "Property"). The Preprinted Offer and this Addendum shall be read as one agreement hereinafter referred to as this "Offer," provided that, in the event of any conflicts or inconsistencies between the Preprinted Offer and this Addendum, the terms and provisions of this Addendum shall control. Capitalized terms used in this Addendum but not otherwise defined shall have the meanings ascribed to such terms in the Preprinted Offer. The date on which this Offer has been accepted by all parties shall be referred to as the "Effective Date."

1. Description of Property. The Property is located in the City of Wausau, WI and contains and includes the following property and improvements located at:

1401 Elm Street, Wausau, WI

Parcel Number: 291.2907.274.0939

Additional assets included:

Tax Increment Financing: Property shall also include Seller's assignment of all rights, title and interest in the Tax Increment Grant payments in the amount of \$601,520 due and payable to Seller pursuant to a December 30, 2019 Development Agreement between Seller and the City of Wausau ("Tax Increment Grant Payments"). Buyer shall receive a credit against the Purchase Price at Closing for any of the Tax Increment Grant Payments previously received by Seller.

Retaining Wall: Buyer and Seller acknowledge that the retaining wall servicing the Property (the "Retaining Wall") encroaches upon the parking lot to the west of the Property on the adjacent parcel (Parcel Number: 291.2907.274.0940) which is being retained by the Seller (the "Adjacent Parcel"). Seller shall include such amount of the Adjacent Parcel as is necessary for the entire Retaining Wall plus one additional foot to be located on the Property as part of the sale of the Property (the "Retaining Wall Parcel"). Prior to the Closing Date, Seller shall, at its sole cost, take all necessary actions to combine the Retaining Wall Parcel with the Property in compliance with all applicable ordinances and laws, and as acceptable to Buyer, including, but not limited to, completing all necessary city and county applications, preparing any necessary surveys and legal descriptions, and preparing and recording a deed. The Retaining Wall Parcel shall be transferred to Buyer along with the Property as part of the Deed under Section 9(d)(i) hereof.

Electronic Collateral: Property shall include website, rights to domain address and all related marketing collateral.

2. Earnest Money Deposit. Buyer shall deposit earnest money of [REDACTED] to be held for the benefit of the Buyer and applicable to the [REDACTED]

Purchase Price, to be delivered to the escrow agent – First American Title Insurance Company in Milwaukee, Wisconsin - within ten (10) business days of the Effective Date (the “Deposit”). The Deposit shall be held by First American Pursuant to an escrow agreement reasonably acceptable to Buyer and Seller. Upon satisfaction or expiration of the last of Buyer’s contingencies contained in Section 5 below, the Deposit shall be non-refundable except in the event of Seller’s default. Buyer shall receive credit against the Purchase Price at Closing for the full amount of the Deposit. Should Buyer default on its obligations under this Offer, Seller may (as its sole remedy) terminate this Offer and retain the Deposit.

3. Property Documents. Within ten (10) days of the Effective Date, Seller shall deliver to Buyer copies of the documents in Seller’s possession or control relating to the title, operation or condition of the Property that a reasonable person may deem material in evaluating whether to proceed to purchase the Property, including, without limitation: (i) all title reports, surveys, environmental studies, geotechnical studies, and appraisal reports; (ii) a current rent roll for the Property (“**Rent Roll**”) and copies of all leases encumbering the Property (“**Leases**”); (iii) copies of any management, maintenance or service contracts pertaining to the Property along with a written description of the terms of any oral agreements or understandings relating to the operation of the Property (“**Service Contracts**”); (iv) copies of 2020, 2021 and 2022- YTD operating expenses for the Real Property and the 2022 projected budget; (v) any notices received by the Seller from any applicable governmental authority concerning the Property; and (vi) construction related documents including but not limited to constructions plans and specifications, as-built construction drawings and shop drawings, change order logs, construction progress photos and building and occupancy permits; and (vii) any municipal development agreements (collectively, the “**Property Documents**”). After Seller’s execution of this Offer, Seller shall not enter into any document affecting the Property, or which would fall into the definition of a Property Document, or be a title encumbrance if recorded, without first securing the written approval of Buyer except for leases of a term of one (1) year or less entered into in the normal course of business at then prevailing market rental rates, but in no event at rates lower than ninety-five percent (95%) of rates currently being charged for similar units in the building as of the Effective Date. Seller shall assign it’s rights to any Property Documents upon Buyer’s request for Buyer’s use in fulfilling financing requirements, subject to the approval of Buyer’s lender.

4. Buyer’s Access to the Property. From and after Seller’s acceptance of this Offer, up to and including the date of Closing, Buyer shall have full and complete access to the Property at reasonable times and upon reasonable notice for the purpose of making such investigations, studies, assessments and the like that Buyer deems necessary or desirable, consistent with good commercial practice (subject to the rights of tenants in possession and the notice provisions of any lease agreements). Buyer agrees to indemnify, defend and hold Seller harmless from and against claims, loss, damage or expense resulting from damage to property or injury or death to persons directly caused by actions of Buyer or Buyer’s agents at the Property, except as may arise from discovery of a preexisting condition at the Property and/or the negligence or wrongful act of Seller. Buyer shall not be permitted to conduct any intrusive “Phase II Level” environmental or any other intrusive environmental testing unless Seller, in Seller’s sole and absolute discretion, has approved in writing such testing and sampling, the specific scope of such work, and the consultant or person performing such work.

5. Buyer’s Contingencies.

(a) Physical Inspections. Commencing on the Effective Date, Buyer shall have sixty (60) days (the "**Physical Inspection Period**") to inspect the physical condition of the Property. If Buyer is not satisfied with the physical condition of the Property, as determined by Buyer in the exercise of Buyer's sole discretion, Buyer shall have the option of terminating the Offer by delivering written notice of termination to Seller on or before the expiration of the Physical Inspection Period, in which event the Offer shall be terminated and of no further force and effect and the Deposit shall be immediately returned to Buyer. In the event Buyer does not elect to terminate the Offer pursuant to this Section 5.(a), all items set forth in this Section 5.(a) shall be deemed satisfied and waived.

(b) Environmental, Regulatory and Document Review. Commencing upon Buyers receipt of Property Documents, Buyer shall have sixty (60) days (the "**Due Diligence Period**") to review the following items:

(i) *Environmental*. Review existing and/or perform Phase I reports and other environmental studies. The Due Diligence Period may be extended for a period of sixty (60) days if a Phase II report is deemed necessary by Buyer.

(ii) *Regulatory*. Investigate and/or obtain all required zoning and other governmental approvals and permits applicable, if necessary.

(iii) *Property Documents*. Review and analyze the Property Documents provided by Seller and verify information from all books and records since the inception of Seller's ownership; review any other information and documents in Seller's possessions pertaining to Seller's ownership and operation of the Property (collectively the "**Records**").

If Buyer is not satisfied with any of the matters set forth in this Section 5.(b), as determined by Buyer in the exercise of Buyer's sole discretion, Buyer shall have the option of terminating the Offer by delivering written notice of termination to Seller on or before the expiration of the Due Diligence Period, in which event the Offer shall be terminated and of no further force and effect and the Deposit shall be immediately returned to Buyer. In the event Buyer does not elect to terminate the Offer pursuant to this Section 5.(b), all items set forth in this Section 5.(b) shall be deemed satisfied and waived.

(c) Financing. Commencing on the Effective Date, Buyer shall have sixty (60) days (the "**Financing Period**") to obtain a commitment from a lender of Buyer's choice committing to issue a first mortgage loan in an amount and upon terms and conditions reasonably satisfactory to the Buyer. If Buyer is unable to secure a satisfactory loan commitment, as determined by Buyer in the exercise of Buyer's sole discretion, Buyer shall have the option of terminating the Offer by delivering written notice of termination to Seller on or before the expiration of the Financing Period, in which event the Offer shall be terminated and of no further force and effect and the Deposit shall be immediately returned to Buyer. In the event Buyer does not elect to terminate the Offer pursuant to this Section 5.(c), all items set forth in this Section 5.(c) shall be deemed satisfied and waived.

6. Title and Survey. Within ten (10) days after the Effective Date, Seller shall, at Seller's sole cost and expense, provide Buyer with a title commitment for the Property, issued by First American Title Insurance Company along with a current ALTA survey in a form required by Buyer. Buyer shall have ten (10) days following receipt of the title commitment to provide written notice to Seller of any objections to the Title Commitment ("Buyer's Title Notice"). Seller shall use diligent good faith efforts to remove any such objections. If one or more of Buyer's objections cannot be removed, Seller shall notify Buyer in writing, within ten (10) days after Seller's receipt of Buyer's Title Notice, indicating which objections cannot be removed ("Seller's Notice"). Buyer shall elect, in writing within ten (10) days thereafter, either to: (i) terminate and cancel the Offer, in which case the Deposit shall be returned to Buyer and, except as set forth in this Offer, neither party shall have further obligations hereunder; or (ii) waive the title objection(s) and proceed to Closing. If Seller fails to deliver Seller's Notice within such ten (10) day period, Seller shall be deemed to have agreed to cure all of Buyer's objections. Notwithstanding anything to the contrary contained herein, Seller shall be obligated to remove all monetary encumbrances from title at or before Closing. Exceptions to title approved by Buyer hereunder shall be deemed to be "Permitted Exceptions." Seller shall be responsible to remove any new title matters (not shown in the title commitment) which are unacceptable to Buyer, in Buyer's sole and absolute discretion.

7. Delivery of Notices. In the event that Seller receives any notices or any other correspondence from the City of Wausau or any other governmental authority pertaining to the Property, including without limitation notices or correspondence pertaining to Buyer's diligence efforts or applications for approvals, permits and entitlements related to the Property, Seller shall provide copies of such notices or correspondence to Buyer within five (5) business days of Seller's receipt thereof.

8. Service Contracts. Within the Due Diligence Period, Buyer shall notify Seller as to which, if any, Service Contracts Buyer elects not to assume at Closing and Seller shall terminate such Service Contracts at or prior to Closing, at Seller's sole cost and expense. At Closing, Buyer shall assume all other Service Contracts from Seller.

9. Closing. The consummation of the purchase and sale of the Property (the "Closing") shall take place no later than sixty (60) days after the expiration or waiver of the last of Buyer's Contingencies contained in Section 5 above on a date to be designated by Buyer (the "Closing Date"). Buyer is participating in a 1031 exchange. Should closing of Buyer's trade property be delayed for reasons beyond Buyer's control, Buyer may extend Closing by up to an additional one hundred twenty (120) days, but in no event shall Closing take place later than December 31, 2022, unless otherwise agreed by the parties in writing. The Closing may take place in person or by escrow through the offices First American Title Insurance Company in Milwaukee, Wisconsin, or such other location as the parties may mutually agree in writing.

(a) Seller Closing Costs. Seller shall pay for (i) one-half (1/2) of the escrow or Closing fees charged by the title company in connection with the Closing; (ii) the cost of the title policy (including all endorsements in addition to the gap endorsement to be provided by Seller in accordance with line 472 of the Preprinted Offer) and ALTA survey; (iii) transfer fees resulting from the transfer of the Property to Buyer; (iv) the costs to satisfy or release mortgages and other monetary liens, and (v) [REDACTED]

(b) Buyer Closing Costs. Buyer shall pay for (i) one-half (1/2) of the escrow or Closing fees charged by the title company in connection with the Closing; (ii) the cost of any endorsements that Buyer or any lender to Buyer may request be included in its title policy, and the cost of any title policy for Buyer's lender; (iii) the costs of recording the deed and any other instruments it shall wish to be recorded in connection with the Closing; (iv) the costs for any zoning, permit, and other approvals sought by Buyer in connection with this Offer; and (v) and Buyer's own "due diligence" costs, including, without limitation, any fees and expenses of environmental consultants, surveyors, engineers and any other consultants.

(c) Legal Fees. Seller and Buyer shall each pay their own legal fees and expenses in connection with this transaction except as otherwise set forth in Section 10 below.

(d) Closing Documents. On or prior to the Closing Date, the parties shall execute the following documents: (i) Seller will execute and deliver to Buyer a warranty deed (the "Deed") conveying the Property, including the Retaining Wall Parcel pursuant to Section 1 hereof, to Buyer subject only to the Permitted Exceptions; (ii) both parties will cooperate in completing an electronic Wisconsin Real Estate Transfer Return in the form that is required by state statute in order to record the Deed; (iii) both parties will execute and deliver a closing statement setting forth the Purchase Price and any adjustments thereto as provided for in this Offer; (iv) Seller will execute and deliver to Buyer a Non-Foreign Person Affidavit confirming that Seller is not a foreign person subject to certain federal withholding requirements; (v) both parties will cooperate in executing an assignment of the Leases and an assignment of the Service Contacts in a form to be agreed upon by the parties during the Due Diligence Period; (vi) Seller will deliver the originals (to the extent available) of all Property Documents and Records, (vii) both parties will execute and deliver any other documents that are necessary to consummate the transaction contemplated by this Offer, including such documents as are necessary to cause title to be conveyed to Buyer in the form approved by Buyer pursuant to the terms of this Offer.

#### 10. Sellers Representations.

(a) The representations of the Seller in this Offer are made based upon only the actual knowledge of Roland Lokre and not any other officer, agent, or employee of the Seller, without the duty to investigate the matters to which such knowledge, or lack thereof, pertains. There shall be no personal liability on the part of Roland Lokre arising out of the representations, warranties, or covenants made herein or otherwise arising under this Offer or in connection with the transactions contemplated herein.

(b) The representations and warranties made by Seller in this Offer shall survive the Closing for the period commencing on the Closing Date and ending on the date that is twelve (12) months after the Closing Date (such period being the "Survival Period").

(c) Subject to the other limitations set forth in this Offer, Seller shall be liable to Buyer hereunder for a breach of a representation and warranty made in this Offer only if Buyer has provided written notice to Seller prior to the expiration of the Survival Period



(a "Claim Notice") alleging that Seller has breached such representation or warranty and that Buyer suffered actual damages as a result thereof (provided that any such claim shall also be subject to the other limitations set forth herein) and Buyer filing suit in relation to such allegations no later than thirty (30) days after the Survival Period).

(d) Notwithstanding anything to the contrary in this Offer (but subject to paragraph (e) below), the maximum aggregate liability of Seller or Seller's breaches of representations and warranties in this Offer shall be limited to [REDACTED]

(e) Notwithstanding the terms of paragraph (d) above, if the Closing occurs, Buyer hereby expressly waives, relinquishes, and releases any and all rights or remedies available to it at law, in equity, or under this Offer to make a claim against Seller for damages that Buyer may incur as the result of any of Seller's representations or warranties being untrue, inaccurate or incorrect if Buyer had actual knowledge that such representation or warranty was untrue, inaccurate, or incorrect at the time of the Closing.

(f) The terms of this Section 10 shall survive the Closing.

11. Confidentiality and Non-Disclosure. Buyer understands and agrees that the information obtained during the inspection period shall be kept in confidence and shall not be revealed to outside parties other than its lenders, principals, attorneys, and other consultants hired in connection with the acquisition of the Property. Buyer shall indemnify and hold Seller harmless from any loss, costs, expenses and damages resulting from such inspections and/or the disclosure of the information obtained from such inspections. In the event the transactions completed herein do not close for any reason, Buyer agrees to promptly return all information obtained during the inspection period to Seller. Nothing herein is intended to limit or restrict Buyer's inspection and other diligence rights under Section 5 above. The provisions of this section shall survive termination.

12. Attorneys' Fees. In the event that any action is filed in connection with this Offer, the unsuccessful party in the action shall pay to the successful party the successful party's reasonable attorneys' fees and costs incurred in the action in addition to any other sums the unsuccessful party may be required to pay to the successful party as a result of the action.

13. Assignment. Buyer may assign this Offer, without consent of Seller but with written notice to Seller, to any affiliated or unaffiliated third party, but Buyer shall remain liable to Seller hereunder for any Buyer obligations that Buyer's assignee shall fail to fulfill.

14. Counterparts. This Offer may be executed in multiple counterparts, all of which taken together shall constitute one executed original. For purposes of executing this Offer, any signed document transmitted by facsimile machine or a PDF document transmitted by email transmission shall be considered an original signature and shall be considered to have the same binding legal effect as an original document. At the request of any party, any document transmitted by facsimile or email shall be re-executed by the applicable parties in an original form, it being

agreed that the failure by any party to so re-execute such document shall not impair the binding legal effect of such document.

15. Adequacy of Consideration. Buyer and Seller acknowledge that Buyer will expend material sums of money in reliance on Seller's obligations under this Offer, in connection with negotiating and executing this Offer, conducting the due diligence activities contemplated by this Offer and preparing for Closing, and that Buyer would not have executed the Offer without the availability of the contingencies for due diligence activities described herein. Buyer and Seller, therefore agree that adequate consideration exists to support each of the party's obligations under this Offer, and Seller and Buyer each waive any and all rights to challenge the enforceability of this Offer on the basis that any of the conditions or contingencies set forth herein are at Seller's or Buyer's sole discretion or that any of the agreements contained herein are illusory.

16. 1031 Exchange. Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("Exchange"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Offer. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

17. Brokers. Buyer and Seller represent and warrant that neither Buyer nor Seller have retained the services of any real estate broker or agent in connection with the purchase and sale under this Offer except: Broadwing Advisors ("Buyer's Broker"). Seller shall be responsible for paying the commission of [REDACTED] owed to Buyer's Broker at Closing, pursuant to the terms of a separate agreement. Buyer and Seller each agrees to indemnify and hold the other harmless from and against any and all liability or damages, including costs and attorney's fees, resulting from any claim brought by any other real estate broker or agent for any real estate commission or finder's fee due, or alleged to be due, as the result of the actions of such person.

18. Rent Roll and Leases. Seller represents and warrants that all information set forth in the Rent Roll is true, correct, and complete in all material respects as of its date. The Leases are in full force and effect and Seller is not in material default thereunder after the expiration of applicable notice and cure periods. None of the tenants are in material default after the expiration of any cure period and no tenants have asserted nor do any of the tenants have presently exercisable defenses or offsets to rent owed under the Leases.

[signatures on the next page hereof]

[signatures on the next page hereof]

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed on the date written beside their respective signatures, to be effective as of the full executed date of the Offer.

**BUYER: Dean Kincaid, Inc, or assigns**

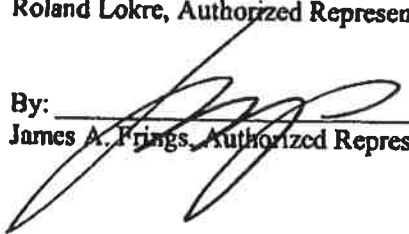
By:   
Name: Corey Kincaid  
Title: President

Date: 7/25/22

**SELLER: 1401 Elm Street, LLC**

By: \_\_\_\_\_  
Roland Lokre, Authorized Representative

Date: \_\_\_\_\_

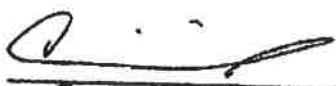
By:   
James A. Frings, Authorized Representative

Date: 7/26/22

[signatures on the next page hereof]

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed on the date written beside their respective signatures, to be effective as of the full executed date of the Offer.

**BUYER: Dean Kincaid, Inc, or assigns**

By:   
Name: Corey Kincaid  
Title: President

Date: 7/25/22

**SELLER: 1401 Elm Street, LLC**

By:   
Roland Lokre, Authorized Representative

Date: 7/25/22

By: \_\_\_\_\_ Date: \_\_\_\_\_  
James A. Frings, Authorized Representative

**OPERATING AGREEMENT  
OF  
MOUNTAIN LANE PROPERTY, LLC**

Dean Kincaid, Inc., a Wisconsin corporation ("Dean Kincaid"), enters into this Operating Agreement (the "Agreement") as of the 17<sup>th</sup> day of August, 2022, as the sole member ("Member") of Mountain Lane Property, LLC, a Wisconsin limited liability company (the "Company"), for the purpose of providing the rights, obligations and restrictions as set forth herein with the force and effect of an operating agreement as provided for in Chapter 183 of the Wisconsin Statutes (the "Act").

**WITNESSETH:**

A. Dean Kincaid has caused the formation of the Company as a Wisconsin limited liability company through the filing of Articles of Organization pursuant to the Act, a copy of which is hereby attached as **Exhibit A**.

B. Dean Kincaid hereby affirms its membership as the sole member of the Company and agrees that the provisions of the Act, as modified by this Agreement, shall govern the operation of the Company and the rights and obligations of its Member.

NOW, THEREFORE, the undersigned hereby agrees as follows:

**AGREEMENT:**

1. Organization and Name. The Company has been organized as a manager-managed limited liability company under the name Mountain Lane Property, LLC.

2. Business. The purpose of the Company shall be to own and manage that real estate located at 1401 Elm Street, Wausau, Wisconsin 54401, and to do any and all other things necessary or convenient to carry on the business of the Company.

3. Management. The business and affairs of the Company shall be managed and controlled by the Manager ("Manager"). The Manager shall have sole and exclusive authority, power and discretion to effectuate the purposes of the Company and to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the purposes of the Company, including, but not limited to, the authority to negotiate and execute all notes, deeds of trust, contracts, agreements, instruments and other documents concerning or related to the purposes of the Company, upon such terms and conditions as the Manager, in the Manager's sole discretion, shall determine. Corey Kincaid shall be the Manager of the Company and shall serve as a Manager until he withdraws as the Manager or is replaced by unanimous consent of the Member(s).

4. Term and Dissolution. The Company shall continue indefinitely until it is dissolved, and its affairs wound up in accordance with the Act.

5. Execution of Documents. All agreements, instruments or documents of any nature affecting the Company (including leases, membership agreements, service contracts and similar



documents) may be executed in the name of the Company by the Manager and, when so executed, shall be binding upon the Company. Any party to any agreement, instrument or document so executed may rely upon the authority of the Manager of the Company to so bind the Company without proof of express authorization from the Company or the Member(s).

6. Records and Information. The Company shall keep and maintain all those records required under the Act at its principal office.

7. Governance by the Act. With respect to all other matters not covered herein, the governance and operations of the Company shall be controlled by the provisions of the Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first appearing above.

**COMPANY:**

• **MOUNTAIN LANE PROPERTY, LLC,**  
a Wisconsin limited liability company

By:   
Corey Kincaid, Manager

**MEMBER:**

**DEAN KINCAID, INC.,**  
a Wisconsin corporation

By:   
Corey Kincaid, President

**EXHIBIT A**  
**Articles of Organization**

**[See attached]**



State of Wisconsin  
Department of Financial Institutions

**ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY**

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

Mountain Lane Property, LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

Corey Kincaid

Article 4. **Street address of the initial registered office:**

N2028 State Road 106  
Palmyra, WI 53156  
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

Steve Battenberg  
222 W. Washington Ave.  
Suite 705  
Madison, WI 53703  
United States of America

Other Information. **This document was drafted by:**

Steve Battenberg

**Organizer Signature:**

Steve Battenberg

**Date & Time of Receipt:**

8/16/2022 12:15:26 PM

**Order Number:**

202208166024374



ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: \$130.00  
Total Fee: \$130.00

ENDORSEMENT

State of Wisconsin  
Department of Financial Institutions

|                |  |
|----------------|--|
| EFFECTIVE DATE |  |
| 8/16/2022      |  |

|                           |                             |
|---------------------------|-----------------------------|
| <b>FILED</b><br>8/16/2022 | Entity ID Number<br>M122807 |
|---------------------------|-----------------------------|

**ASSIGNMENT AND ASSUMPTION OF THE  
COMMERCIAL OFFER TO PURCHASE**

THIS ASSIGNMENT AND ASSUMPTION OF THE COMMERCIAL OFFER TO PURCHASE (this "Assignment") is made on this 22nd day of August, 2022, by and between **Dean Kincaid, Inc.**, a Wisconsin corporation (the "Assignor"), and **Mountain Lane Property, LLC**, a Wisconsin limited liability company (the "Assignee").

**RECITALS:**

**WHEREAS**, Assignor, as Buyer, and 1401 Elm Street, LLC, as Seller, are the parties in interest in and to that certain Commercial Offer to Purchase executed on July 20, 2022, as amended from time to time for certain real property known as 1401 Elm Street, Wausau, Wisconsin (the "OTP").

**WHEREAS**, Assignor has the right to assign its rights and obligations under the OTP to an entity that is wholly owned by, related to, and/or controlled by Assignor; and

**WHEREAS**, Assignor desires to assign all of its rights, title and interest in and to the OTP to Assignee and Assignee desires to assume all of Assignor's rights, title and interest in and to the OTP, all as permitted under the OTP;

**ASSIGNMENT:**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its rights, title and interest under the OTP and delegates all of its obligations under the OTP to Assignee. Assignee assumes and agrees to be bound by the terms of the OTP, and agrees to perform all of Assignor's obligations thereunder as if Assignee had been the party originally named as Buyer therein. Notwithstanding anything to the contrary set forth herein, this Assignment shall not release Assignor from its obligations to Seller under the OTP.

Those persons signing below on behalf of Assignee and Assignor personally certify and warrant that they have the authority to bind the respective entity with respect to this Assignment.

This Assignment may be executed, by original signature, facsimile or electronic signature, in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE FOLLOWING.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

**ASSIGNOR:**  
**DEAN KINCAID, INC.,**  
a Wisconsin corporation

By:   
Corey Kincaid, President

**ASSIGNEE:**  
**MOUNTAIN LANE PROPERTY, LLC,**  
a Wisconsin limited liability company

By:   
Corey Kincaid, Manager

**ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT AGREEMENT  
(Mountain Lanes)**

Document Number

Document Name

**THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (Mountain Lanes)** (this "Assignment") is made and entered into as of December \_\_\_\_, 2022, by and between, **1401 ELM STREET, LLC**, a Wisconsin limited liability company (the "Company"), and **ROLAND LOKRE** ("Lokre" and, together with the Company, "Assignor") and **MOUNTAIN LANE PROPERTY, LLC**, a Wisconsin limited liability company ("Assignee").

**RECITALS**

**A.** The **CITY OF WAUSAU**, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the "City") and Assignor entered into that certain Development Agreement (Mountain Lanes) with an effective date of December 30, 2019, as amended by that certain First Amendment to Development Agreement (Mountain Lanes) with an effective date of [REDACTED], 2022, (as may be further amended from time to time, the "Development Agreement"), with respect to certain property described on Exhibit A attached hereto (the "Property"), which is evidenced by that Memorandum of Development Agreement (Mountain Lanes), dated December 30, 2019, and recorded on January 16, 2020, as Document Number 1796287, in the Office of the Register of deeds for Marathon County, Wisconsin (the "ROD"), as amended by that certain Amended Memorandum and Partial Release of Development Agreement (Mountain Lanes), dated [REDACTED], 2022, and recorded on [REDACTED], as Document Number [REDACTED], in the ROD (the "Memorandum").

**B.** On even date herewith, Assignor sold and conveyed the Property to Assignee.

**C.** Assignor desires to assign all of its right, title and interest in and to the Development Agreement to Assignee and Assignee desires to assume all of Assignor's rights and obligations under the Development Agreement, all as consented to by the City.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**Recording Area**

Name and Return Address

Anne L. Jacobson, Esq.  
City of Wausau, City Attorney  
407 Grant Street  
Wausau, WI 54403

See Exhibit A attached hereto.  
Parcel Identification Number (PIN)

**This is not homestead property.**

1. Assignment and Assumption of Development Agreement. As of the date hereof, Assignor hereby assigns all of Assignor's interest in and to the Development Agreement to Assignee and Assignee hereby assumes and agrees to: (i) be bound by the Development Agreement including all rights and liabilities as "Developer" thereunder from and after the date hereof; and (ii) perform all duties and obligations as "Developer" under the Development Agreement from and after the date hereof. Assignee hereby acknowledges and agrees that it shall take title to the Property subject to the Development Agreement as evidenced by the Memorandum. Additionally, Assignee hereby makes all of the "Developer's" representations and warranties, and hereby agrees to all of the "Developer's" covenants, in the Development Agreement as of the date hereof.

2. Notices. All notices hereunder shall conform to the provisions of, and be addressed in accordance with, Section 10 of the Development Agreement. Any notice to Assignee shall be addressed to the following:

c/o Dean Kincaid, Inc.  
N2028 State Road 106  
Palmyra, WI 53156  
Attn: Corey Kincaid

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

4. Counterparts. This Assignment 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.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties are signing this Assignment as of the date first set forth above.

**ASSIGNOR:**

**1401 ELM STREET, LLC**

By: \_\_\_\_\_

Name: Roland Lokre

Title: Member

\_\_\_\_\_  
**ROLAND LOKRE**, individually

STATE OF WISCONSIN       )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, ROLAND LOKRE, to me known to be the person who executed the foregoing instrument and to me known to be the member of 1401 ELM STREET, LLC, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority, and individually.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

[SEAL]

This instrument was drafted by:

Jeffrey R. Schneider  
Quarles & Brady LLP  
33 East Main Street, Suite 900  
Madison, Wisconsin 53703



**ASSIGNEE:**

**MOUNTAIN LANE PROPERTY, LLC**

By: \_\_\_\_\_

Name: Corey Kincaid

Title: Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, Corey Kincaid, to me known to be the Manager of Mountain Lane Property, LLC, and acknowledged that [she/he] executed the foregoing instrument as such authorized representative of said entity and with its authority.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SEAL]

## CONSENT OF CITY

The **CITY OF WAUSAU**, a Wisconsin municipal corporation, hereby agrees and consents to the foregoing assignment of that certain Development Agreement (Mountain Lanes) with an effective date of December 30, 2019, with respect to that certain property described on Exhibit A attached hereto, which is evidenced by that Memorandum of Development Agreement (Mountain Lanes), dated December 30, 2019, and recorded on January 16, 2020, as Document Number 1796287, in the Office of the Register of deeds for Marathon County, Wisconsin by **1401 ELM STREET, LLC**, a Wisconsin limited liability company, and **ROLAND LOKRE** to **MOUNTAIN LANE PROPERTY, LLC**, a Wisconsin limited liability company.

### THE CITY OF WAUSAU, WISCONSIN

By: \_\_\_\_\_  
Katie Rosenberg, Mayor

Attest:

By: \_\_\_\_\_  
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN       )  
                                          ) ss.  
COUNTY OF MARATHON    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, Katie Rosenberg and Kaitlyn Bernarde, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the action of said City of Wausau, Wisconsin, by its authority.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY

[ **NEW LEGAL DESCRIPTION TO BE INSERTED** ].

Tax Parcel ID Nos.: Part of 291-2907-274-0939 and 291-2907-274-0940

**PARTIAL RELEASE OF  
DEVELOPMENT AGREEMENT  
(Mountain Lanes)**

Document Number

Document Name

**THIS PARTIAL RELEASE OF DEVELOPMENT AGREEMENT (Mountain Lanes)** (this “Release”) is made and entered into as of the [REDACTED] day of November, 2022, by the **CITY OF WAUSAU**, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the “City”).

**WHEREAS**, the City; **and, 1401 ELM STREET, LLC**, a Wisconsin limited liability company (the “Company”), and **ROLAND LOKRE** (“Lokre” and, together with the Company, “Developer”) (the City and Developer are referred to herein, collectively, as the “Parties”) entered into that certain Development Agreement (Mountain Lanes) with an effective date of December 30, 2019 (the “Original Development Agreement”), with respect to certain real property described in the Original Development Agreement (the “Original Property”), which included that real property described on Exhibit A attached hereto (the “Released Property”), a memorandum of which, dated as of January 16, 2020, in the Office of the Register of Deeds for Marathon County, Wisconsin as Document Number 1796287 (the “Memorandum”);

**WHEREAS**, on [REDACTED], 2022, the City and Developer entered into that certain First Amendment to Development Agreement (Mountain Lanes) (the “Amendment”, and the Original Development Agreement as amended by the Amendment, and as further amended from time to time the “Development Agreement”);

**WHEREAS**, any term used in this Release but not defined herein shall have the meaning assigned to that term in the Development Agreement;

**WHEREAS**, the Amendment requires the City to execute and record a release of the Released Property; and

**WHEREAS**, in accordance with the Amendment, the City desires to release the Released Property from the Development Agreement and to release the Released Property from the Memorandum.

**NOW, THEREFORE**, the City hereby releases the Released Property from the Development Agreement and the City hereby terminates the Memorandum and releases the Released Property from the Memorandum such that the Memorandum is null and void and has no force and effect with respect to the Released Property.

Except as explicitly stated herein, the Development Agreement and Memorandum each remain unchanged and in full force and effect with respect to the remainder of the Original Property.

**Recording Area**

Name and Return Address

Anne L. Jacobson, Esq.  
City of Wausau, City Attorney  
407 Grant Street  
Wausau, WI 54403

See Exhibit A attached hereto.  
Parcel Identification Number (PIN)

**This is not homestead property.**

IN WITNESS WHEREOF, the City has executed this Release as of the date first set forth above.

**THE CITY:**

THE CITY OF WAUSAU, WISCONSIN

By: \_\_\_\_\_  
Katie Rosenberg, Mayor

Attest:

By: \_\_\_\_\_  
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN       )  
                                          ) ss.  
COUNTY OF MARATHON    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, Katie Rosenberg and Kaitlyn Bernarde, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

This instrument was drafted by:

Jeffrey R. Schneider  
Quarles & Brady LLP  
33 East Main Street, Suite 900  
Madison, Wisconsin 53703

## **EXHIBIT A**

### LEGAL DESCRIPTION OF THE RELEASED PROPERTY

[Lot 1 of Certified Survey Map No. [REDACTED], being a redivision of all of Lots 1 and 2 of Certified Survey Map No. 18501 recorded in the Office of Register of Deeds for Marathon County in Volume 91 of Certified Survey Maps on Page 132, being part of Section 27, T29N, R7E, City of Wausau, Marathon County, Wisconsin].

Tax Parcel ID Number: Part of 291-2907-274-0940



## JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE AND FINANCE COMMITTEE

Approving sale of 110 S. 84th Avenue in the Business Campus to Wausau Coated Enterprises II LLC

Committee Action:      ED: Approved 5-0  
                                    Fin: Approved 4-0

Fiscal Impact:            Land Sale of \$10,000

**File Number:**            22-1108

**Date Introduced:**      November 15, 2022

### FISCAL IMPACT SUMMARY

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

## RESOLUTION

**WHEREAS**, at its November 1, 2022 meeting, the Economic Development Committee entertained and approved a request from Wausau Coated Enterprises II, LLC (“Wausau Coated”) to sell a 1.72 acre parcel of City-owned property, addressed as 110 S 84th Avenue, in the business campus for \$10,000; and

**WHEREAS**, at its November 9, 2022 meeting, the Finance Committee reviewed and approved the request for the same land sale of City-owned property to Wausau Coated; and

**WHEREAS**, Wausau Coated is proposing using the property for additional parking for their Roastar building, in the future the property will be combined with their existing property to the south and will allow for a future expansion of the Roastar building of approximately 40,000 square feet on that parcel; and

**WHEREAS**, the sale price of \$10,000 was agreed upon due to the limited development area on this currently land locked property and setbacks associated with the stream that traverses the north portion of the parcel; and

**NOW, THEREFORE, BE IT RESOLVED,** by the Common Council of the City of Wausau that property at 110 S 84<sup>th</sup> Avenue in the Business Campus shall be sold to Wausau Coated Enterprises II, LLC, consisting of 1.72 acres, for \$10,000 total sale price, and shall be subject to the Standard Deed Restrictions applying to the Business Campus, and that the proper staff is authorized to execute such documents as are necessary to effect the sale.

Approved:

---

Katie Rosenberg, Mayor

# MINUTES

## Economic Development Committee Meeting

*Date / time* Tuesday, November 1, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

---

### In Attendance

---

**Members Present:** Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

**Others Present:** Liz Brodek, Randy Fifrick, Shannon Graff, Tammy Stratz, MaryAnne Groat, Mayor Rosenberg, Atty. Anne Jacobson, Lt. Jacob Chittum, Tracy Rieger, Rick Rubow, Alder Gary Gisselman, Trent Claybaugh (Gorman & Company, LLC), Rolly Lokre, David and Rebecca Hummer (Wausau Museum of Contemporary Art)

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

---

**Agenda Item 3** – Discussion and possible action approving sale of 110 S 84<sup>th</sup> Avenue in the Business Campus to Wausau Coated Enterprises II, LLC (Fifrick)

---

Fifrick advised staff was approached by Wausau Coated about purchasing a land locked parcel that adjoins their existing facility, which would be used for future expansion and parking. Fifrick stated the typical asking price for land in the Business Park is \$12,500 but this parcel is unique because it has a crick running through the north half of it restricting further development and because it is landlocked. Wausau Coated offered \$10,000 and Fifrick stated staff felt that was a fair offer.

*Rasmussen motioned to approved to accept the offer for the sale of 110 S 84<sup>th</sup> Avenue, seconded by Henke.*

**Approved Unanimously 5-0.**

## **JOINT FINANCE COMMITTEE and HUMAN RESOURCES COMMITTEE**

Date and Time: Wednesday, November 9, 2022 @ 6:30 pm., Council Chambers

**Finance Members Present:** Lisa Rasmussen, Michael Martens, Carol Lukens, Doug Diny, and Sarah Watson

**HR Members Present:** Becky McElhaney, Michael Martens, Tom Kilian, Gary Gisselman, Dawn Herbst

**Others Present:** Maryanne Groat, Eric Lindman, Anne Jacobson, Anne Keenan, Ben Bliven, Liz Brodek, Kaitlyn Bernarde, Mary Goede, Solomon King, Dustin Kraege

*Watson exited the meeting after joint closed session.*

### **Discussion and possible action approving sale of 110 S. 84th Avenue in the Business Campus to Wausau Coated Enterprises II, LLC (Fifrick)**

Rasmussen indicated this is the piece that Wausau Coated wanted to purchase for expansion which is a parcel adjacent to their property. Liz Brodek commented it appeared to be a land locked parcel that nothing else could really be done with it. It would be for parking currently with the option of expanding the facility later.

Motion by Diny, second by Lukens to approve the sale. Motion carried 4-0.

**To:** Wausau City Council  
**From:** Randy Fifrick, Economic Development Manager  
**Date:** November 9, 2022  
**Re:** Wausau Coated Request to Purchase City Property

---



Wausau Coated Enterprises II, LLC is requesting City approval for the sale of a 1.72 acre parcel of City-owned property in the Wausau Business Campus currently addressed as 110 S 84<sup>th</sup> Avenue. Wausau Coated Enterprises is proposing using the property for additional parking for their Roastar building. This property would be combined with their existing property to the south and will allow for a future expansion of the Roastar building of approximately 40,000 square feet on that parcel.

Their proposed purchase price for the land is \$10,000. The City's typically asking price of \$12,500 per acre is being reduced based on the limited development area on this currently land locked property. Setbacks associated with the stream that traverses the north portion of the parcel are the main factor. At least one acre of this parcel will be limited from development due to the 75-foot setback associated with the creek.

### **Summary**

- Size of Parcel: 1.72 Acres
- Requested Sale Price: \$10,000
- Land Use: Parking Lot / Future Expansion
- Timeline: Closing before Dec 31, 2022

**The Economic Development Committee approved the sale of 1.72 acres of land in the Business Campus at 110 S 84<sup>th</sup> Ave to Wausau Coated Enterprises II for the cost of \$10,000 at their November 1, 2022 meeting.**

**The Finance Committee is reviewing this item at their November 9, 2022 meeting.**



# ArcGIS Web Map

City of Wausau / DPW

Date:

0 0.01 0.03

mi

Municipal Boundaries

Parcel

River - Stream

Lake - Pond

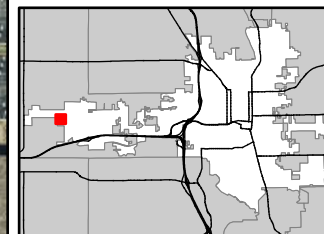
Proposed Acquisition

Current Wausau  
Coated / Roastar Propety

TOWN OF  
STETTIN

INDUSTRIAL DR

Ayres Associates Inc  
Geospatial Division  
5201 E Terrace Dr, Suite 200  
Madison, WI 53713  
(608) 443-1200  
[www.ayresassociates.com](http://www.ayresassociates.com), City of Wausau  
407 Grant St  
Wausau, WI 54403  
(715) 261-6740  
[www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)



## NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
3. City of Wausau  
Public Works / GIS Division  
407 Grant St  
Wausau, WI 54403  
[www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)



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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving Modification of the 2022 Budget for the EMS Flex Grant Award

Committee Action:      Approved 4-0

Fiscal Impact:          \$146,725

**File Number:**          21-1109

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                            |                                                                     |                                  |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                  |
|               | <i>Included in Budget:</i>                                                                                                                                                 | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Budget Source: Grant</i>      |
|               | <i>One-time Costs:</i>                                                                                                                                                     | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$146,725</i>         |
|               | <i>Recurring Costs:</i>                                                                                                                                                    | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                   |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                       | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                   |
|               | <i>Grant Financed:</i>                                                                                                                                                     | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i>                   |
|               | <i>Debt Financed:</i>                                                                                                                                                      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount: Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                       | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                   |
|               | <i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i> |                                                                     |                                  |

**RESOLUTION**

**WHEREAS**, the Fire Department has been awarded the EMS Flex Grant by the Wisconsin Department of Health Services; and

**WHEREAS**, the grant will fund medical supplies, a power cot, staff training and \$100,000 will be used to fund ambulance replacement; and

**WHEREAS**, the grant must be expended by September 29, 2023; and

**WHEREAS**, the Finance Committee authorized a budget modification and grant award;

|     |            |                  |    |               |
|-----|------------|------------------|----|---------------|
| 240 | 450093420  | MEDICAL SUPPLIES | 11 | \$9,976.34    |
| 240 | 450098190  | EQUIPMENT        | 11 | \$30,000.00   |
| 240 | 450098191  | AMBULANCE        | 11 | \$100,000.00  |
| 240 | 450093250  | EMS TRAINING     | 11 | \$6,748.66    |
| 240 | 4500843520 | EMS FLEX GRANT   | 11 | -\$146,725.00 |

**NOW THEREFORE BE IT RESOLVED**, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above and accept the grant award.

Approved:

---

Katie Rosenberg, Mayor

## **JOINT FINANCE COMMITTEE and HUMAN RESOURCES COMMITTEE**

Date and Time: Wednesday, November 9, 2022 @ 6:30 pm., Council Chambers

**Finance Members Present:** Lisa Rasmussen, Michael Martens, Carol Lukens, Doug Diny, and Sarah Watson

**HR Members Present:** Becky McElhaney, Michael Martens, Tom Kilian, Gary Gisselman, Dawn Herbst

**Others Present:** Maryanne Groat, Eric Lindman, Anne Jacobson, Anne Keenan, Ben Bliven, Liz Brodek, Kaitlyn Bernarde, Mary Goede, Solomon King, Dustin Kraege

*Watson exited the meeting after joint closed session.*

### **Discussion and possible action regarding EMS Flex Grant Award and related budget modification**

Rasmussen indicated Chief Barteck was unable to attend but his memo in the packet explains that much like the State ARPA grant the Police Department received; the Fire Department is set to receive this Flex Grant which is an allocation of some of the State's ARPA funds. One of their intended uses was the early purchase of an ambulance on their replacement schedule.

Motion by Diny, second by Martens to approve the acceptance of the grant and related budget modification. Motion carried 4-0.



## Wausau Fire Department

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



Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

TO: Finance Committee

FROM: Robert Barteck, Fire Chief

DATE: November 7, 2022

SUBJECT: EMS Flex Grant Acceptance

My apologies, but I will not be able to attend the upcoming Finance Committee meeting with this grant on the agenda. Deputy Chief Kopp and I will be attending an EMS billing conference.

The Wausau Fire Department has been awarded a \$146,725 EMS Flex Grant from the State of Wisconsin. These are State ARPA funds that were earmarked by Governor Evers for EMS agencies across the state. The money can be spent in four categories that have specific spending parameters. We have been approved to spend the money in the following categories.

|                                                            |           |
|------------------------------------------------------------|-----------|
| -New Ambulance:                                            | \$100,000 |
| -Power Load Cot System for the new Ambulance:              | \$30,000  |
| -Medical Supplies. I.E., IVs, medications, bandages, etc.: | \$9,976   |
| -EMS Training                                              | \$6,748   |
| -Total:                                                    | \$146,725 |

These funds will directly offset costs within our budget and must be spent by September of 2023. The biggest impact will be on the Fleet budget. We are due to order a new ambulance in 2023 at an estimated cost of \$280,000 to \$300,000. The new ambulance funds and the power load cot system will directly impact that purchase. Inflation has drastically affected our medical supplies cost, and the funds for those needed supplies will help buffer the impact on that specific line in the fire department budget.

I encourage you to accept this impactful grant. If you have any questions, please call me before the meeting on my cell phone at 715-572-9027.

Thank you,

Robert Barteck

Tony Evers  
Governor



Karen E. Timberlake  
Secretary

**State of Wisconsin**  
Department of Health Services

**DIVISION OF PUBLIC HEALTH**

1 WEST WILSON STREET  
PO BOX 2659  
MADISON WI 53701-2659

Telephone: 608-266-1251  
Fax: 608-267-2832  
TTY: 711 or 800-947-3529

September 23, 2022

Wausau Fire Department (6000176)  
606 E. Thomas Street  
Wausau, WI 54403

RE: Revised Notice of Award – EMS Flex Grant

Dear Service Director:

The Wisconsin Department of Health Services, Division of Public Health, Office of Preparedness and Emergency Healthcare's EMS Section is pleased to notify you of your EMS Flex Grant award in the amount of **\$146,725**.

Please retain this letter for your records and complete the following steps to begin expending your funds.

Accept funds through E-Licensing including certifying the conditions of award.

2. Submit a revised budget in E-Licensing by October 10, 2022.
3. Receive written confirmation from the EMS section accepting revised budget.
4. Begin making grant expenditures.

Additional information regarding the EMS Flex Grant:

- Grant payments will be made in two parts.
  - Initial payment of half the award amount will be distributed beginning September 30, 2022.
  - The remaining award balance will be distributed after successful submission of budget and progress reports.
  - All funding will be distributed via automated clearing house (ACH) deposit. Bank account set-ups or updates can be completed by submitting a DOA 6456 Form in E-Licensing.
- All awarded funds must be spent by September 23, 2023.
- Budget and progress reports are due on March 21, 2023 with a close-out report due on September 30, 2023.
  - Reports will be completed electronically in E-Licensing.
  - Webinar on the reporting process will be held on October 18, 2022.
- Awardees shall utilize funding as detailed in their approved grant budget.
- Awardees shall maintain accurate records and documentation for five years.

Please direct questions regarding the EMS Flex Grant to [DHSFlexGrant@dhs.wisconsin.gov](mailto:DHSFlexGrant@dhs.wisconsin.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Natalie Easterday'.

Natalie Easterday, Director

Office of Preparedness and Emergency Health Care  
Wisconsin Department of Health Services



Department of Public Works

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

**TO:** Finance Committee

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

**DATE:** October 18, 2022

**SUBJECT:** DPWU - ARPA Project Request 03

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The Department of Public Works & Utilities has prepared the below projects for your consideration and ranking. A summary of the projects is below for your reference and attached are the full narratives and application information for each project.

These projects are being brought forward for consideration primarily to alleviate expenditure strains on the utility until the water and sewer rates may be fully realized within the utility. The first group of projects are performed in conjunction with the annual road reconstruction projects, the road portions are funded from the capital plan with debt. The W&S are typically funded out of the utility through borrowing. The proposal for 2023 is to use ARPA funds for the W&S portion of the projects to reduce the need for borrowing within the utility.

The Water Utility in particular, will have a difficult time financing capital projects in 2023. The Water Utility was provided a 2-step rate increase at the onset of the new treatment facility construction project. No additional rate increases are allowed until the plant is complete. Based upon the extensive rate review process of the PSC we do not expect the rate increase to go into effect until May or June of 2023.

| Street Project                             | Water Cost       | Sewer Cost       | Total              |
|--------------------------------------------|------------------|------------------|--------------------|
| 10 <sup>th</sup> Ave (Bridge to W. Wausau) | \$420,000        | \$320,000        | \$740,000          |
| Grant St (6th St to 7th St)                | \$100,000        | \$85,000         | \$185,000          |
| Henrietta (Bellis St - 13th St)            | \$320,000        | \$200,000        | \$520,000          |
|                                            | <b>\$840,000</b> | <b>\$605,000</b> | <b>\$1,445,000</b> |

The projects listed below are utility professional service projects that are currently under contract. Projects highlighted are mandatory due to new regulations and code violations from the USEPA and WDNR.

| Utility Project                      | Water Cost         | Sewer Cost       | Total              |
|--------------------------------------|--------------------|------------------|--------------------|
| Lead Service Line Replacement Plan   | \$89,680           |                  | \$89,680           |
| Corrosion Control Optimization Study | \$261,740          |                  | \$261,740          |
| PFAS Treatment Process Design        | \$658,695          |                  | \$658,695          |
| Sewer Lift Station Upgrade Design    |                    | \$239,000        | \$239,000          |
| Solar Array Study                    | \$235,355          |                  | \$235,355          |
|                                      | <b>\$1,245,470</b> | <b>\$239,000</b> | <b>\$1,484,470</b> |

|                             | Water Cost         | Sewer Cost       | Total              |
|-----------------------------|--------------------|------------------|--------------------|
| <b>Total ARPA Request =</b> | <b>\$2,085,470</b> | <b>\$844,000</b> | <b>\$2,929,470</b> |



| DPWU ARPA Requests and Approvals           |                       |                     |
|--------------------------------------------|-----------------------|---------------------|
| ARPA Projects Requested                    |                       |                     |
| Description                                | ARPA Funding          | Match Funding       |
| LED Street Lighting Conversion             | \$881,971.00          | \$0.00              |
| WWTF - Screening System Improvements       | \$800,000.00          | \$0.00              |
| Abel Lift Station - Stormwater             | \$800,000.00          | \$0.00              |
| 17th Ave - Stewart Ave to Elm St           | \$1,180,000.00        | \$400,000.00        |
| LSL Supplemental 2022                      | \$200,000.00          | \$577,000.00        |
| 10 <sup>th</sup> Ave (Bridge to W. Wausau) | \$740,000.00          | \$0.00              |
| Grant St (6th St to 7th St)                | \$185,000.00          | \$0.00              |
| Henrietta (Bellis St - 13th St)            | \$520,000.00          | \$0.00              |
| 17 <sup>th</sup> Ave (Stewart to Elm)      | \$420,000.00          | \$0.00              |
| Lead Service Line Replacement Plan         | \$89,680.00           | \$0.00              |
| Corrosion Control optimization Study       | \$261,740.00          | \$0.00              |
| PFAS Treatment Process Design              | \$658,695.00          | \$0.00              |
| Sewer Lift Station Upgrade Design          | \$239,000.00          | \$0.00              |
| Solar Array Study                          | \$235,355.00          | \$0.00              |
|                                            |                       |                     |
| <b>Total Request</b>                       | <b>\$7,211,441.00</b> | <b>\$977,000.00</b> |
|                                            |                       |                     |
| COUNCIL ARPA Projects Approved             |                       |                     |
| Description                                | ARPA Funding          | Match Funding       |
| LED Street Lighting Conversion             | \$881,971.00          | \$0.00              |
| WWTF - Screening System Improvements       | \$800,000.00          | \$0.00              |
| Abel Lift Station - Stormwater             | \$800,000.00          | \$0.00              |
|                                            |                       |                     |
| <b>Total Council Approved</b>              | <b>\$2,481,971.00</b> | <b>\$0.00</b>       |
|                                            |                       |                     |
| FINANCE APRA Projects Approved             |                       |                     |
| LSL Supplemental 2022                      | \$200,000.00          | \$577,000.00        |
|                                            |                       |                     |

Funded by other sources

## **FINANCE COMMITTEE – BUDGET SESSION #2**

Date and Time: Wednesday, October 19, 2022 @ 5:15 pm., Council Chambers

**Finance Members Present:** Lisa Rasmussen, Michael Martens, Carol Lukens, Doug Diny, and Sarah Watson - (entered late)

### **Discussion and possible action regarding ARPA funding requests**

Lisa Rasmussen stated the ARPA requests were mostly capital projects for the Water & Sewer Utility. She commented we are in the middle of a very large legacy project with the utilities that has constrained a lot of their available capital for some of these projects. Some are the water and sewer portion of street projects for 10<sup>th</sup> Avenue, Grant Street, and Henrietta Street, and some required utility projects.

Eric Lindman stated the high priority are the projects that we are required to do by the WI DNR or the US EPA. He indicated there will be additional regulatory requirements coming down, but over the past 24 to 36 months we've had a lot of requirements and revisions to standards that already have. Rasmussen noted if we funded these particular projects with ARPA, it would reduce the capital borrowing the utility needs to do for 2023. The utility has already leveraged much of its borrowing capacity with both plants.

Rasmussen questioned in reference to the Solar Array project what information the study was looking for. Lindman stated the location is key where it is because it would be direct service to the water treatment facility. The study was more about sizes and how to maintain the neighborhood by preparing additional concepts for them. He indicated the intention is also to do a public outreach city wide.

Groat stated the PFAS Treatment Process Design gets us the rest of the way. They authorized \$240,000 for the Pilot Study on the PFAS, and this will get the design up to bidding. The Corrosion Control project is somewhat PFAS related in that with the new chemicals being used, the water needs to be re-balanced.

Groat stated the utility pays a tax equivalent to the city every year, which is based on a formula developed by the PSC. Two years ago that pilot payment was approximately \$1.3 million; last year just under \$1.6 million; and she estimated the payment due on December 31<sup>st</sup> of this year to be \$2 million. This is a big jump for the utility, especially with the investment into the new facility, and it is not in the budget to receive it. She indicated she researched 10 to 12 municipalities on the PSC website to see if any of them are forgiving a portion of that tax equivalent, which is allowed. She found that Milwaukee and Oshkosh both forgive a portion. She indicated she would like the committee to discuss in budget sessions forgiving what we did not anticipate in the 2022 budget and the 2023 budget has the same amount. She stated that would be nearly \$1 million over that two-year period that they could forgive to the water utility to help it get on its feet as it recovers from the plant when rates did not support the debt payments. Rasmussen agreed it was important to ensure the financial health of the utility. *Discussion continued.*

Rasmussen stated the committee will rank the requests for the next regular Finance Committee meeting.

## **FINANCE COMMITTEE – BUDGET SESSION #5**

Date and Time: Tuesday, October 25, 2022 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Doug Diny, and Carol Lukens *entered late at 5:28 pm*, Sarah Watson *entered late at 5:31 pm*.

Others Present: Maryanne Groat, Robert Barteck, Ben Bliven, Anne Jacobson, Katie Rosenberg, Liz Brodek, Mary Goede, Solomon King, Dustin Kraege, Jamie Polley, Chad Henke, Tom Kilian

### **Discussion and possible action regarding ARPA funding requests and related budget modification**

Lisa Rasmussen stated these are the of the capital requests for the Water & Sewer Utility from the last meeting, where the discussion was about applying ARPA towards these projects to help work toward improvement on the financial health of the utility by preventing them from further borrowing. She indicated all of the projects scored well.

Michael Martens stated most of the projects scored the same or high, but the only one below the median was the Solar Array Study. He questioned if they decided not to fund that at this point, would it still be out there for the Water Department to absorb. Eric Lindman stated the Water Commission approved the study, so we are under a contract for it. He indicated they are in the middle of revising the scope rather than jump right into design because there needs to be more public outreach. Approximately half of the allocated \$230,000 has already been paid.

Rasmussen commented the only people publicly that are more familiar with the concept or what the plans look like are the residents in the immediate neighborhood surrounding the plant, and they are lukewarm about the idea at best. She felt most of the rest of the community is unaware of the project and if we want fair public engagement, we need a wider effort. Mayor Rosenberg stated at the last Water Utility Commission meeting she was asked to come up with a task force or work group that would include some people from the neighborhood and some expertise. She indicated that will be coming but we will still need the plans for them to react to.

*(Carol Lukens entered the meeting at 5:28 pm.)*

Motion by Diny, second by Martens to forward all the ARPA requests for funding, except for the Solar Array Study. Motion carried 4-0.

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Corrosion Control Optimization Study

Committee Action:      Approved 5-0

Fiscal Impact:          \$261,740

**File Number:**            21-1109A

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Budget Source: ARPA funding</i>     |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$261,740</i>               |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$261,740</i>               |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the City of Wausau has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

**WHEREAS**, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

**WHEREAS**, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

**WHEREAS**, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

**WHEREAS**, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

**WHEREAS**, your Finance Committee has completed its ranking and recommends the following project:

**Corrosion Control Optimization Study; and**

**WHEREAS**, the project is eligible for ARPA funding under the category of revenue loss; and

**WHEREAS**, the funding will provide financial assistance to the Water Utility thereby reducing pressure on rate increases and supports an important study regarding corrosion control required with the opening of the new water treatment facility and water safety; and

**WHEREAS**, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

| GL Code |           | Description                   | Period | Amount        |
|---------|-----------|-------------------------------|--------|---------------|
|         |           |                               |        |               |
| 158     | 158898270 | WATER CORROSION CONTROL STUDY | 11     | \$261,740.00  |
| 158     | 158782390 | FEDERAL GRANT                 | 11     | -\$261,740.00 |

**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 2022 Budget as outlined above.

**BE IT FURTHER RESOLVED**, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

---

Katie Rosenberg, Mayor

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Lead Service Line Replacement Plan Consulting Services

Committee Action:      Approved 5-0

Fiscal Impact:          \$89,680

**File Number:**            21-1109B

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Budget Source: ARPA funding</i>     |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$89,680</i>                |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$89,680</i>                |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the City of Wausau has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

**WHEREAS**, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

**WHEREAS**, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

**WHEREAS**, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

**WHEREAS**, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

**WHEREAS**, your Finance Committee has completed its ranking and recommends the following project:

**Lead Service Line Replacement Plan Consulting Services; and**



**WHEREAS**, the project is eligible for ARPA funding under the category of revenue loss; and

**WHEREAS**, the funding will provide financial assistance to the Water Utility thereby reducing pressure on rate increases and fund the creation of the important lead pipe replacement plan; and

**WHEREAS**, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

| GL Code |           | >> | Description                    | Period | Amount       |
|---------|-----------|----|--------------------------------|--------|--------------|
| 158     | 158898270 |    | WATER INFRASTRUCTURE LEAD PLAN | 11     | \$89,680.00  |
| 158     | 158782390 |    | FEDERAL GRANTS                 | 11     | -\$89,680.00 |

**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 2022 Budget as outlined above.

**BE IT FURTHER RESOLVED**, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

---

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – PFAS Treatment Process Design

Committee Action: Approved 5-0

Fiscal Impact: \$658,695

File Number: 21-1109C

Date Introduced: November 15, 2022

FISCAL IMPACT SUMMARY

|        |                                                                                                                                                                     |                                         |                                        |                             |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------|-----------------------------|
| COSTS  | Budget Neutral                                                                                                                                                      | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |                             |
|        | Included in Budget:                                                                                                                                                 | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | Budget Source: ARPA funding |
|        | One-time Costs:                                                                                                                                                     | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            | Amount: \$658,695           |
|        | Recurring Costs:                                                                                                                                                    | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | Amount:                     |
| SOURCE | Fee Financed:                                                                                                                                                       | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | Amount:                     |
|        | Grant Financed:                                                                                                                                                     | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            | Amount: \$658,695           |
|        | Debt Financed:                                                                                                                                                      | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | Amount Annual Retirement    |
|        | TID Financed:                                                                                                                                                       | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | Amount:                     |
|        | TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/> |                                         |                                        |                             |

RESOLUTION

WHEREAS, the City of Wausau has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:

PFAS Treatment Process Design Work; and

**WHEREAS**, the project is eligible for ARPA funding under the category of Infrastructure: Drinking Water; and

**WHEREAS**, the funding will provide financial assistance to the Water Utility thereby reducing pressure on rate increases and supports the engineering of the PFAS treatment process and safe drinking water; and

**WHEREAS**, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

| GL Code |           | Description            | Period | Amount        |
|---------|-----------|------------------------|--------|---------------|
|         | >>        |                        |        |               |
| 158     | 158898270 | WATER PFAS DESIGN WORK | 11     | \$658,695.00  |
| 158     | 158782390 | FEDERAL GRANT          | 11     | -\$658,695.00 |
|         |           |                        |        |               |

**NOWTHERE 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 2022 Budget as outlined above.

**BE IT FURTHER RESOLVED**, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

---

Katie Rosenberg, Mayor

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – 2023 Sewer Main Projects (related to the 2023 street reconstruction of 10<sup>th</sup> Avenue, Grant Street and Henrietta Street)

Committee Action:      Approved 5-0

Fiscal Impact:          \$605,000

**File Number:**          21-1109D

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Budget Source: ARPA funding</i>     |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$605,000</i>               |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$605,000</i>               |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the City of Wausau has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

**WHEREAS**, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

**WHEREAS**, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

**WHEREAS**, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

**WHEREAS**, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

**WHEREAS**, your Finance Committee has completed its ranking and recommends the following project:

**Sewer Main Improvement Project related to the 2023 street reconstruction of 10<sup>th</sup> Avenue, Grant Street and Henrietta Streets; and**

**WHEREAS**, the project is eligible for ARPA funding under the category of Infrastructure: Clean Water; and

**WHEREAS**, the funding will provide financial assistance to the Sewer Utility thereby reducing pressure on rate increases and maintain important infrastructure; and

**WHEREAS**, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

| GL Code |           | Description               | Period | Amount        |
|---------|-----------|---------------------------|--------|---------------|
|         | >>        |                           |        |               |
| 158     | 158898260 | 2023 SEWER INFRASTRUCTURE | 11     | \$605,000.00  |
| 158     | 158782390 | FEDERAL GRANTS            | 11     | -\$605,000.00 |

**NOWTHERE 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 2022 Budget as outlined above.

**BE IT FURTHER RESOLVED**, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

---

Katie Rosenberg, Mayor

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – 2023 Water Main Projects (related to the 2023 street reconstruction of 10<sup>th</sup> Avenue, Grant Street and Henrietta Street)

Committee Action:      Approved 5-0

Fiscal Impact:          \$840,000

**File Number:**            21-1109E

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Budget Source: ARPA funding</i>     |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$840,000</i>               |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$840,000</i>               |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the City of Wausau has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

**WHEREAS**, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

**WHEREAS**, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

**WHEREAS**, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

**WHEREAS**, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

**WHEREAS**, your Finance Committee has completed its ranking and recommends the following project:

**Water Main Improvement Project related to the 2023 street reconstruction of 10<sup>th</sup> Avenue, Grant Street and Henrietta Streets; and**



**WHEREAS**, the project is eligible for ARPA funding under the category of Infrastructure: Drinking Water; and

**WHEREAS**, the funding will provide financial assistance to the Water Utility thereby reducing pressure on rate increases and maintain important infrastructure; and

**WHEREAS**, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

| GL Code |           | Description              | Period | Amount        |
|---------|-----------|--------------------------|--------|---------------|
|         | >>        |                          |        |               |
| 158     | 158898270 | 2023 WATER MAIN PROJECTS | 11     | \$840,000.00  |
| 158     | 158782390 | FEDERAL GRANTS           | 11     | -\$840,000.00 |

**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 2022 Budget as outlined above.

**BE IT FURTHER RESOLVED**, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

---

Katie Rosenberg, Mayor

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects –Sewer Lift Station Upgrade Design

Committee Action:      Approved 5-0

Fiscal Impact:          \$239,000

**File Number:**            21-1109F

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Budget Source: ARPA funding</i>     |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$239,000</i>               |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$239,000</i>               |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the City of Wausau has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

**WHEREAS**, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

**WHEREAS**, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

**WHEREAS**, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

**WHEREAS**, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

**WHEREAS**, your Finance Committee has completed its ranking and recommends the following project:

**Sewer Lift Station Upgrade Design; and**

**WHEREAS**, the project is eligible for ARPA funding under the category of revenue loss; and

**WHEREAS**, the funding will provide financial assistance to the Sewer Utility thereby reducing pressure on rate increases and supports the engineering needed in our aging lift stations to protect property and the effective operation of the collection system; and

**WHEREAS**, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

| GL Code |           | Description                    | Period | Amount        |
|---------|-----------|--------------------------------|--------|---------------|
|         | >>        |                                |        |               |
| 158     | 158898260 | SEWER LIFT STATION UPGRADE ENG | 11     | \$239,000.00  |
| 158     | 158782390 | FEDERAL GRANT                  | 11     | -\$239,000.00 |

**NOWTHERE 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 2022 Budget as outlined above.

**BE IT FURTHER RESOLVED**, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

---

Katie Rosenberg, Mayor

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving the Reclassification of Projects funded by the American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program to the Revenue Loss Classification

Committee Action:      Approved 4-0

Fiscal Impact:          None

**File Number:**          21-1109

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |
|               |                                                                                                                                                                                                 |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the US Department of Treasury, published the Coronavirus State & Local Fiscal Recovery Funds Final Rule on January 6, 2022 with an effective date of April 1, 2022; and

**WHEREAS**, the Final Rule provided a standard allowance of \$10,000,000 as an alternative to the revenue loss formula provided in the interim rule; and

**WHEREAS**, the Final Rule specifies that the Revenue Loss category can be used to fund Government Services and any other category contemplated in the Final Rule; and

**WHEREAS**, the Final Rule further clarifies that this includes expenses related to services traditionally provided by a government including but not limited to: road building, maintenance and other infrastructure, health services, government administration, staff and administrative facilities; environmental remediation; providing police fire and other public safety services(including the purchase of fire trucks and police vehicles); and

**WHEREAS**, funds utilized pursuant to the standard revenue loss allowance continue to have restrictions including prohibiting the deposit into pension funds, satisfaction of settlements and judgements, retirement of existing debt and contributions to financial reserves; and

**WHEREAS**, the US Department of Treasury describes this category of spending as the most flexible use category under the SLFRF program and further indicates that the category is subject to streamlined reporting and compliance requirements; and

**WHEREAS**, the US Department of Treasury has provided in the Final Rule Frequently Asked Questions 13.14 that the Treasury has determined that there are no subawards under the revenue loss category and that use of revenue loss funds does not give rise to a subrecipient relationships given that there is no federal program or purpose to carry out in the case of the revenue loss portion of the award; and

**WHEREAS**, the U.S Department of Treasury has allowed the recipients the flexibility to reclassify projects to the revenue loss category to provide greater flexibility; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Wausau Common Council reclassifies the following projects as Revenue Loss: LED Lighting Project, Skate Park, Community Outreach Position, Firefighter Positions, and Community Partners Campus Facilities Project.

Approved:

---

Katie Rosenberg, Mayor

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Establishing the 2023 Property Tax Equivalent for Wausau Water Works Wausau Wisconsin

Committee Action:      Approved 4-0

Fiscal Impact:            Approximately \$500,000

**File Number:**            22-1109G

**Date Introduced:**      November 15, 2022

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                           |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                           |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source: Wausau Water Works</i>  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                            |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: Financed through user fees</i> |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                            |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i>    |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i>                            |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                           |

**RESOLUTION**

**WHEREAS**, Wisconsin Statute Section 66.0811(2) provides that the income of a municipal public utility is to be used to make payments to meet operation, maintenance, depreciation, interest and debt service fund requirements, local and school tax equivalents, additions and improvements and other necessary disbursements or indebtedness; and

**WHEREAS**, Wisconsin Administrative Code, Section PSC 109.02, establishes a methodology for calculating the local tax equivalent a municipality is to pay to a municipality; and

**WHEREAS**, a municipality's governing body may adopt a resolution authorizing the collection of a lower tax equivalent payment than allowed under PSC 109.02, Wis. Administrative Code; and

**WHEREAS**, the City of Wausau Finance Committee recognizes the financial limitations of the Wausau Water Works water utility due to the new treatment plant and wishes to smooth the user rate structure; and

**WHEREAS**, your Finance Committee has developed a 2023 budget that establishes a tax equivalent revenue budget for the general fund in the amount of \$1,590,000 and wishes to establish the 2023 tax equivalent for the same; and

**WHEREAS**, for clarification, the flat tax equivalent of \$1,590,000 authorized in this resolution, is the tax equivalent reported to the Public Service commission for the year 2023; and



**NOW THERE BE IT RESOLVED**, by the Common Council of the City of Wausau that the tax equivalent payment from the water utility be set at \$1,590,000 for the year 2023; and

**BE IT FURTHER RESOLVED**, that future tax equivalent will revert to the methodology established by Wisconsin Administrative Code, Section PSC 109.2.

Approved:

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Katie Rosenberg, Mayor

## **FINANCE COMMITTEE**

Date and Time: Wednesday, November 9, 2022 @ 6:30 pm., Council Chambers

**Finance Members Present:** Lisa Rasmussen, Michael Martens, Carol Lukens, Doug Diny,

**Others Present:** Maryanne Groat, Eric Lindman, Anne Jacobson, Anne Keenan, Ben Bliven, Liz Brodek, Kaitlyn Bernarde, Mary Goede, Solomon King, Dustin Kraege

### **Discussion and possible action regarding the change of ARPA project classifications to "revenue replacement" to allow for greater flexibility and reduced compliance.**

Maryanne Groat explained the committee previously authorized setting a \$10 million threshold of what we were going to consider as revenue loss. She indicated the federal government subsequently created quite a bit of relaxation of the rules for those things that are categorized as revenue loss. The city was successful in getting state ARPA dollars for two projects: \$1.5 million for the Community Partners Project (CPC) and Affordable Housing with Gorman on the west side. Community Development has been working with the state to get the contract for CPC signed and was successful towards the end of October. That project was part of the Neighborhood Investment Project, so they had targeted Negative Economic Impact. Recently the state wanted to submit a contract amendment because they were changing the classification of that grant from Negative Economic Impact to the Revenue Loss category. She explained one of the rules the federal government recently changed was if we give revenue replacement money to another entity, they are not considered a subrecipient of federal dollars because it is technically our money as revenue replacement and therefore, does not establish that subrecipient relationship. This eliminates a lot of the compliance requirements. She recommended they move as many of these projects into the Revenue Replacement category as possible.

Motion by Diny, second by Lukens to change ARPA project classifications to revenue replacement. Motion carried 4-0.

## **JOINT FINANCE COMMITTEE and HUMAN RESOURCES COMMITTEE**

Date and Time: Wednesday, November 9, 2022 @ 6:30 pm., Council Chambers

**Finance Members Present:** Lisa Rasmussen, Michael Martens, Carol Lukens, Doug Diny, and Sarah Watson

**HR Members Present:** Becky McElhaney, Michael Martens, Tom Kilian, Gary Gisselman, Dawn Herbst

**Others Present:** Maryanne Groat, Eric Lindman, Anne Jacobson, Anne Keenan, Ben Bliven, Liz Brodek, Kaitlyn Bernarde, Mary Goede, Solomon King, Dustin Kraege

### **Budget Discussions and Actions regarding Recommending a 2023 Budget including setting the 2023 Fee Schedule**

Groat stated it was discussed at a previous meeting, that the tax equivalent for the water utility is a formula governed by the PSC, and because the new plant is coming on, it has increased the tax equivalent. This is a payment made by the water utility to the city. In the 2022 budget the city would get just under \$1.6 million from the water utility.

Groat's estimate for what is still owed for 2022 is just under \$2 million—\$400,000 more than the budget was relying on. The 2023 budget would be about \$2.1 million but she did not increase the 2023 budget from the 2022 budgeted amount. To give rate payers time to adjust to the rate increase, they could pass a resolution that would set aside what the utility owes in 2022 and set \$1.59 million for 2023, that would bring \$400,000 to water utility to help with new rates being contemplated.

Rasmussen asked if the committee would consider \$500,000 in the 2023 budget, and Groat create a resolution with the amount for 2022 that was included in the budget and remove the excess.

Diny asked if the water utility general fund has a shortfall in 2023. Groat confirmed the shortfall for 2022 and 2023. Rasmussen stated that the Council controls the sewer rate, the PSC controls the water rate. We are lifting off the financial obligations the utility is shouldering, forgiving the unforeseen revenue, the utility generated.

Groat stated the PSC determines what the rate increase is for the water utility. The city is submitting the rate study to the PSC next week after Council, because if you approve the 2023 capital grants out of ARPA, that will be included in projections. We will submit another rate study once pfas costs are known and could reconsider it year by year.

Rasmussen mentioned that the 2022 budget modification was not agendaized, so will hold for a future meeting. By consensus, agree \$500,000 forgiveness on the pilot for the 2023 budget.

Motion by Diny to approve the draft 2023 budget and forward to Council with recommendation, second by Martens to approve. Motion carried 3-1.

### **Adjourn**

Motion by Diny, second by Lukens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:03 pm.

**ORDINANCE OF COMMON COUNCIL**

Amending Section 12.32.040 Insurance required

Committee Action: Pending

**Ordinance Number:**

Fiscal Impact: None

**File Number:** 85-0214

**Date Introduced:** November 15, 2022

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

Add ( )

Delete (—)

Section 1. That Section 12.32.040 Insurance required is hereby amended to read as follows:

12.32.040 Insurance required.

Prior to the issuance of the required license, the applicant shall furnish satisfactory proof that he has obtained a policy of liability and property damage insurance in the amount of at least \$500,000.00 for each person, \$500,000.00 for each occurrence, \$500,000.00 for property damage and \$10,000.00 for medical expense (any one person). Insurance coverage shall include a one-million-dollar excess limit umbrella policy. Evidence of such insurance shall be furnished by the applicant furnishing a certificate of insurance and evidence of a policy endorsement providing ten days' advance written notice of cancellation if due to non-payment of premium and thirty days' advance written notice of cancellation for all other reasons. ~~with a ten-day notice of cancellation clause to the clerk and~~ Such insurance shall be kept in force and effect at all times. These limitations shall be subject to revision by the City at any time upon 30 days' notice to the contractor.

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

\_\_\_\_\_  
Katie Rosenberg, Mayor

Attest:

\_\_\_\_\_  
Kaitlyn A. Bernarde, Clerk