



OFFICIAL NOTICE & AGENDA

REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, December 9, 2025 at 6:30 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

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

- 1 Call to order by the presiding officer.**
- 2 Pledge of Allegiance, and Roll Call and Proclamations.**
- 3 Accept and close nominations for Wausau Water Works Commission.**
- 4 Presentations.**

Presentation by Community Infrastructure Partners regarding lead service line replacement and funding for 2026 construction.
- 5 Consideration of the minutes of the preceding meeting, approval of the minutes if correct, and correction of mistakes if any.**

October 28, 2025 Regular Common Council Minutes.
November 11, 2025 Regular Common Council Minutes.
November 25, 2025 Regular Common Council Minutes.
- 6 Reading of the City of Wausau Public Comment Statement.**
- 7 Comments and suggestions from preregistered citizens.**
- 8 Committee reports (standing and nonstanding).**

Communication on City Clerk's Appointments to Board of Canvassers and Absentee Board of Canvassers.
- 9 Consent agenda.**

03-0717 Resolution from the Finance Committee Approving Purchase of Animal Impoundment Services Agreement for the Impoundment, Care, Treatment and/or Humane Disposal of Non-Dog Strays Taken into Custody by Law Enforcement or Humane Officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2026 through December 31, 2026.

03-0717A Resolution from the Finance Committee Approving Municipality Held for Cause Services Agreement between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2026 through December 31, 2027.

92-1135 Resolution from the Finance Committee Authorizing Joint Powers Agreement with Marathon County Regarding E911/NG-911 System.

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

03-0716 Final Joint Resolution from the Infrastructure & Facilities Committee and Plan Commission Vacating and Discontinuing a Portion of the 28th Avenue Corridor Right-of-Way.

03-0716 Joint Resolution from the Infrastructure & Facilities Committee & Plan Commission Amending the Official City Map by Removing Lands – 28th Avenue Corridor Right-of-Way.

23-1121 Resolution from the Finance Committee Establishing the 2025 Property Tax Equivalent for Wausau Water Works.

25-1204 Resolution from the Economic Development Committee Approving to Proceed with Wisconsin Economic Developing Corporation (WEDC) Certified Sites Program for Innovation Way-Business Campus.

25-1203 Resolution from the Economic Development Committee Authorizing a Partnership with Idaho Housing and Finance Association d/b/a Finally Home!® to Provide Homebuyer Education and Counseling Services.
- 10 Ordinances and resolutions.**

- 24-1109T** Resolution from the Finance Committee Adopting 2025 Budget Modification for City Attorney Legal Fees and Authorization for Payment of Legal Fees Billed by Attolles Law.
- 15-1203** Confirmation of Appointments of Election Officials.

11 Suspend Rule 1(D) Transmission of Committee business to the Council and 6(B) Filing.

- 24-0403** Resolution from the Finance Committee Accepting Funding from the Judd S. Alexander Foundation for the Wausau Police Department for one Downtown Officer Position.
- 05-1209** Joint Resolution from the Economic Development Committee and the Finance Committee Extending the Life of Tax Increment District Number #7 for Affordable Housing.
- 25-0926** Resolution from the Finance Committee Approving Credit Agreement with Judd S. Alexander Foundation to borrow up to \$250,000 for the redevelopment of 201 N. 1st Avenue (Former MBX Property).
- 25-1205** Joint Resolution from the Airport Committee and Finance Committee Authorizing the Execution of Airport Ground Lease – Matthew and Karin Gast.
- 25-1206** Resolution from the Finance Committee Approving City’s Waiver of Right to Repurchase 130 N. 1st Street – Sunbelt Refugees LLC (Whitewater Music Hall).

12 Announcement from Mayor and Alderpersons.

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

14 Adjournment.

Mayor Doug Diny, Chair

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

DATE: 12/03/2025
TIME: 4:30 PM
POSTED BY: Kody Hart



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

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



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



December
2025

EquiFlow Lead-Free Program

Progress Update & 2026 Outlook

City of Wausau | Wausau Water Works



2024 & 2025 Recap

LSL Replacements	2024	2025	Total
Partial Replacements	600	253	853
Full Replacements	5	1281	1286
Rock Homes	8	34	42
Total	605	1534	2139

Funding Awards	2024	2025	Total
Principal Forgiveness	\$2,749,435	\$9,083,303	\$11,832,738
Loans	\$2,172,756	\$6,542,361	\$8,715,117
Total	\$4,922,191	\$15,625,664	\$20,547,855

*Awarded 75% PF for private side replacements in 2024

*Awarded 100% PF for private side replacements in 2025

Program Highlights:

- Awarded nearly \$12M in principal forgiveness grants
- Celebrated 1,000th LSL replacement approximately 1 year after breaking ground in July 2024
- Maintaining a greater than 96% consent rate with homeowners
- Nearly 1,000 Right of Entry agreements secured for 2026 and beyond

2025 Progress

- Initial scope was to replace 1,532 LSLs.
- The EquiFlow team completed 1,534 LSL replacements by 11/14
- DNR awarded the City nearly \$1 million in additional funding to replace an additional 139 LSL replacements
- Due to early winter conditions, the remaining 137 replacements will occur in Spring as weather allows

2026 Projections

- Scope shown receives 100% principal forgiveness (PF) for private side construction & filters.
- Recommend replacing all “rock homes” while PF for private side replacements is 100%. Scope assumes 250 rock homes remain after 2025 across tracts 1, 3 and 7.
- PF calculations are based on most recent census data related to Median Household Income, Family Poverty Percentage, Lowest Quintile Income and County Unemployment. These metrics are updated annually, and we’ll revise the scope as needed to ensure 100% PF.
- Construction will need to be publicly procured; projections are using 2025 results with a 3% escalator.
- We are in the process of verifying “unknowns” to validate the exact number of LSLs that remain in each census tract. If there aren’t enough LSLs in the four tracts shown, additional tracts will be added.

Census Tract	Total	Fulls	Partials
1	390	207	183
3	78	-	78
4	623	268	355
7	600	345	255
Expanded 2025 Scope	137	76	61
Total	1,828	820	871

Cost Stack

Construction	\$14,505,926
Contingency/Rock Adder	\$678,000
Total Construction	\$15,183,926
Professional Services	\$3,795,982
Total Costs	\$18,979,908
Principal Forgiveness	\$11,474,902
Loans	\$7,505,006

Remaining Inventory – 2026 & Beyond

Census Tract	Full Lead	Private-Side Lead	Utility-Side Unknown	Private-Side Unknown
1	81	44	21	261
2	522	41	23	284
3	680	21	46	339
4	159	32	16	491
5	411	17	79	172
6.01	45	6	7	441
6.02	149	24	15	195
7	448	58	53	324
8	640	23	40	103
11	-	1	-	18
14	17	1	13	383
15	-	-	-	35
Grand Total	3,152	268	313	3,046

Remaining Inventory Highlights:

- Still more than 3,400 homes with confirmed lead service lines
- Within the 3,350 “unknowns” we assume 600 – 800 will be lead
- Initial assumption was Wausau had approximately 8,000 homes with LSLs at beginning of program in 2024
- Currently estimate is 6,100 – 6,400 homes that had/have LSLs with 2,139 replacements already completed.



OFFICIAL MINUTE PROCEEDINGS REGULAR MEETING

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

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

1 Call to order by the presiding officer.

Mayor Doug Diny presided.
The meeting was called to order at 05:50 PM.

Roll Call indicated 11 members present.
Members Present - Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Aaron Griner (sworn-in at 6:28 PM), Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke
Members Absent - None
Members Excused - None
Present 11, Absent 0, Excused 0

2 Pledge of Allegiance, and Roll Call and Proclamations.

3 Interview and Selection of Applicant to Fill Vacant District 5 Aldermanic Seat.

Without objection, comments and suggestions from preregistered citizens on this matter was provided.

Jon Radtke, 703 Franklin Street - spoke on the appointment process.
Debra Chapman-Mar, 724 Franklin Street - spoke on the appointment process.

Without objection, the names of applicants were drawn at random to select the order in which each applicant would be interviewed.

Rasmussen stated the video being requested to be played for one of the applicants was a city-owned and produced asset and cautioned against allowing city-owned property to be utilized for such uses.

Lukens stated support for the process to remove the applicant who receives the fewest amount of votes after the first round of voting, citing time constraint concerns.

Motion by Alderperson Rasmussen, seconded by Alderperson Martens, to allow a video to be played as a candidate introduces themselves.

Yes - Alderperson Kilian

No - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke

Abstained - None

Yes 1, No 9, Abstained 0

MOTION FAILED.

Motion by Alderperson Lukens, seconded by Alderperson Watson, to remove the applicant who receives the fewest amount of votes after the first round of voting if there is no majority.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal,

Aldersperson McElhaney, Aldersperson Rasmussen, Aldersperson Watson, Aldersperson Larson,
Aldersperson Henke
No - Aldersperson Tierney
Abstained - None
Yes 9, No 1, Abstained 0
MOTION PASSED.

Griner was appointed as Aldersperson for District 5 by a vote of 6-4 and was sworn in with the Oath of Office by City Clerk Kaitlyn Bernarde, after a vote of 5-3-2 with Schmidt being eliminated in the first round.

Griner was present for the rest of the meeting.

4 Presentations

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

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

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

Motion by Aldersperson Watson, seconded by Aldersperson Henke, to approve all items outlined below.
Yes 11, No 0, Abstained 0
MOTION PASSED.

September 9, 2025 Regular Common Council Minutes

September 23, 2025 Regular Common Council Minutes

6 Reading of the City of Wausau Public Comment Statement.

7 Comments and suggestions from preregistered citizens.

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

Jim Rosenberg, 1505 Eagle Street, Rhinelander - spoke in support of 25-1011.
Dave Eckman, President/CEO for Greater Wausau Chamber of Commerce - spoke in support of 25-1011.
Rolly Lokre, Founder and CEO of Lokre Companies - spoke in support of 25-1011.
Jamie Hoover, 4023 Briarwood Avenue - spoke in opposition of 24-1109.
Christine Martens, 1228 Arthur Street - spoke in support of 25-1005.
Carl Martens, 1228 Arthur Street - spoke in support of 25-1005.
Liz Wendt, 814 Adams Street - spoke in support of 25-1011
Tim Parker, 6 N Hill Road - spoke in support of 25-1011.
Matt Rowe, 1709 Tall Oaks Drive, Wausau - spoke in support of 25-1011.
Noah Phillips, 171045 Oakhill Circle, Ringle - spoke in support of 25-1011.
Mark Craig, 3426 N 8th Street - spoke in support of 25-1011.

8 Committee reports (standing and nonstanding).

Board of Public Works Insurance Claims April 2025 - September 2025

Report placed on file.

9 Consent agenda.

Motion by Alderperson Watson, seconded by Alderperson Neal, to approve all items outlined below.

Yes 11, No 0, Abstained 0

MOTION PASSED.

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

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

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

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

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

25-0424 Resolution of the Finance Committee Authorizing to Enter into First Addendum, Service Agreement between the City of Wausau and Marathon County Health Department for Implementation of the Lead Hazard Reduction Capacity Building Grant through the Office of Lead Hazard Control and Healthy Homes through the U.S. Department of Housing and Urban Development.

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

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

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

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

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

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

10 Ordinances and resolutions.

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

Martens stated the original historical intent of the entirety of the building was as it currently stands and not just the stone wing. It was further stated the internal building had received significant alterations, but the exterior was largely intact.

Neal stated support for the amendment as opposed to landmarking sections of a building because the building itself is a place in history as a whole.

Kilian stated support for the amendment as that was the wishes of the Historical Preservation Commission.

Rasmussen stated support of the amendment as landmarking only part of a building logistically does not make sense because the protection of the entire building is the only sensible way to preserve historical value.

Motion by Alderperson Martens, seconded by Alderperson Tierney, to amend 25-1105 to remove in Section 1 "(stone wing only)."

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Tierney, Alderperson Larson

No - Alderperson Watson, Alderperson Henke

Abstained - None

Yes 9, No 2, Abstained 0

MOTION PASSED.

Motion by Alderperson Watson, seconded by Alderperson Lukens, to approve as amended.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Tierney, Alderperson Larson, Alderperson Griner

No - Alderperson Watson, Alderperson Henke

Abstained - None

Yes 9, No 2, Abstained 0

MOTION PASSED.

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

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

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

Watson stated there was a 140% increase in animal licensing fees from Marathon County which presented a dilemma for the city regarding how to absorb the cost, as the city uses the fees charged to residents to pay the county fees in addition to funding the animal control program within the Wausau Police Department. Watson stated a smaller increase in fees would be more manageable for residents.

Rasmussen stated the economics of the fee increase was not good due to the federal government shutdown causing uncertainty for residents. It was further stated that an increase in city pet licensing fees should only cover the increase in fees from the county and should not increase to cover services provided by the city itself. Rasmussen stated support for the increased fees from the county to be passed along and to keep the microchip discount as it is currently.

Watson stated the amendment was intended for the city to absorb the cost of the increase in fees from the county.

Lukens questioned if the amendment would cover the costs of the increase in fees from the county. It was stated the amendment would not cover the increase in fees. Lukens further stated that as many residents face economic hardship, the microchip discount should not be lowered.

Henke stated support for another way of funding changing the fees in another manner to cover

the costs of the increase in fees from the county and support the animal control program.

Martens stated opposition to the amendment as the city cannot subsidize the increase in fees from the county and support the animal control program successfully. It was further stated any spayed/neutered dog or cat fee below \$27 would not successfully absorb the increase in fees from the county. Martens stated support for increasing the microchip discount and not altering the non-spayed/neutered dog or cat fee.

McElhaney stated support for the amendment and stated the fees cannot further increase any higher as the fees passed down would further nickle and dime residents when many are already struggling financially.

Rasmussen stated that in 2026, at least, the fees must be increased to cover the increased fees from the county to break-even.

Tierney stated that an increase in animal licensing fees and a decrease in the microchip discount would cause residents to choose not to license animals or have pets microchipped.

Motion by Alderperson Larson, seconded by Martens, to call the question.

Yes 11, No 0, Abstained 0

MOTION PASSED.

Motion by Alderperson Watson, seconded by Alderperson McElhaney, to amend 24-1109 to substitute in the attached 2025 Comprehensive Fee Schedule in the 2026 Rate column the Spayed/Neutered Dog or Cat fee with \$23 and the Microchip Discount fee with \$8.

Yes - Alderperson Kilian, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Watson, Alderperson Tierney

No - Alderperson Lukens, Alderperson Martens, Alderperson Rasmussen, Alderperson Larson, Alderperson Henke

Abstained - None

Yes 6, No 5, Abstained 0

MOTION PASSED.

Lukens stated opposition to not covering the costs of fees from the county and not maintaining the cost to operate the animal control program.

Henke stated this amendment would incentivize residents to microchip pets with a larger discount for doing so.

Motion by Tierney, seconded by Lukens, to call the question.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke

No - Alderperson Kilian,

Abstained - None

Yes 10, No 1, Abstained 0

MOTION PASSED.

Motion by Alderperson Henke, seconded by Alderperson Rasmussen, to amend 24-1109 to substitute in the attached 2025 Comprehensive Fee Schedule in the 2026 Rate column the Spayed/Neutered Dog or Cat fee with \$30, the Microchip Discount fee with \$11.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Rasmussen, Alderperson Henke

No - Alderperson Kilian, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Watson, Alderperson Tierney, Alderperson Larson

Abstained - None

Yes 4, No 7, Abstained 0

MOTION FAILED.

Lukens questioned if the fee, as it currently stands as amended, would cover the costs of the increased fees from the county and the animal control program and stated opposition if the program

is not fiscally viable.

Watson stated the costs would not be immediately be recouped but that there are funds currently in the animal control fund and increased compliance fines to pay for the animal control program.

Rasmussen stated the only way to close the gap in cost is through compliance fines and having the Wausau Police Department ramp up compliance, which would be just as unpopular with residents as increasing the fees.

Martens stated support for the fee as amended because opposition would likely mean the fee would stay as it is currently and would further not support the cost passed to the county and the animal control program. It was further stated the loss would have to be made up in the volume of compliance fines.

Motion by Tierney, seconded by Neal, to call the question.

Yes 11, No 0, Abstained 0

MOTION PASSED.

Motion by Alderperson Watson, seconded by Alderperson Lukens, to approve as amended.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney

No - Alderperson Larson, Alderperson Henke

Abstained - None

Yes 9, No 2, Abstained 0

MOTION PASSED.

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

Motion by Alderperson Watson, seconded by Alderperson Rasmussen, to suspend rules 12(A) Referral of Resolutions and 6(B) Filing.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson McElhaney , Alderperson Rasmussen, Alderperson Watson, Alderperson Larson, Alderperson Henke, Alderperson Griner

No - Alderperson Kilian, Alderperson Tierney

Abstained - None

Yes 9, No 2, Abstained 0

MOTION PASSED.

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

Motion by Alderperson Rasmussen, seconded by Alderperson Martens, to approve.

Yes 11, No 0, Abstained 0

MOTION PASSED.

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

Motion by Alderperson Lukens, seconded by Alderperson Henke, to approve.

Yes 11, No 0, Abstained 0

MOTION PASSED.

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

Rasmussen stated that the Tax Incremental District that this development is within has the capacity to invest and that residents want the city to grow again to stabilize the tax base, which is not done if this building remains vacant with a declining property value. Rasmussen stated that since the COVID-19 Pandemic, office spaces have not been utilized due to work-from-home practices, which leaves many former office buildings like this empty. It was further stated that this development would help meet

the need for middle-income housing.

Kilian stated that residents are facing economic difficulties and are told by residents that the city needs to fund needs not wants. It was further stated opposition to subsidizing higher-end housing developments.

Larson stated opposition to subsidizing development for projects in higher-end housing.

Martens stated support as commercial spaces are not coming back to the downtown area and if the city wants a vibrant economic engine, the downtown needs to be supported by keeping people living in the area. Further support was stated for housing development on all levels to help alleviate a shortage of housing.

Lukens stated support for development to invest in economic development and to support housing on all levels. It was further stated that the downtown area has been in decline since the closing of the mall and this development would support more people living downtown. Lukens further stated that younger people and professionals are looking for this type of housing in thriving downtowns and that the downtown will decline if development investments are not made.

Tierney stated that the city has plans for development in housing already and that other cities are not building apartment buildings, opting instead for shops and businesses. It was further stated that the development will not lower property taxes or make life better for residents.

Neal stated that the current reality of economic development is that these public/private partnerships are how development is created within cities. It was further stated the downtown area needs investment to support local businesses by bringing people to the downtown to live.

Kilian questioned that if public/private partnerships are how the city is to support economic development, then why hasn't the city's economy improved after more than a decade of these types of partnerships. It was stated that these types of developments agreements do not help the growth of the city.

Rasmussen stated there is balance in this development agreement and that this is the best possible ask to support the development and grow the city's tax base for economic stabilization.

Motion by Alderperson Lukens, seconded by Alderperson Rasmussen, to approve.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Rasmussen, Alderperson Watson, Alderperson Henke, Alderperson Griner

No - Alderperson Kilian, Alderperson McElhaney , Alderperson Tierney, Alderperson Larson

Abstained - None

Yes 7, No 4, Abstained 0

MOTION PASSED.

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

Motion by Alderperson Watson, seconded by Alderperson Lukens, to approve.

Yes 11, No 0, Abstained 0

MOTION PASSED.

12 Public Hearing: Proposed 2026 City of Wausau Budget

1. Tom Kilian, 133 E. Thomas Street - spoke on tax incremental districts and economic development.
2. Steven Schmidt, address not provided - spoke on numerous concerns of residents and 11 Scott Street.

15 Announcement from Mayor and Alderpersons.

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

13 Closed Session.

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

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

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke, Alderperson Griner

No - None

Abstained - None

Yes 11, No 0, Abstained 0

MOTION PASSED.

The Common Council convened into Closed Session.

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

The Common Council did not reconvene into Open Session.

17 Adjournment.

Motion by Alderperson Neal, seconded by Alderperson Watson, to adjourn. Motion carried. Meeting adjourned at 10:54 PM.



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





OFFICIAL MINUTE PROCEEDINGS REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, November 11, 2025 at 5:30 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

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

1 Call to order by the presiding officer.

Mayor Doug Diny presided.
The meeting was called to order at 05:35 PM.

Roll Call indicated 11 members present.
Members Present - Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Aaron Griner, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke
Members Absent - None
Members Excused - None
Present 11, Absent 0, Excused 0

2 Pledge of Allegiance, and Roll Call and Proclamations.

The Mayor of the City of Wausau Proclaims:
Veterans Day (November 11, 2025)

3 Reading of the City of Wausau Public Comment Statement.

4 Comments and suggestions from preregistered citizens.

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

Cooper Johnson, 1748 Cherry Street - spoke on 25-1109.

5 Consent agenda.

Motion by Alderperson Neal, seconded by Alderperson Lukens, to approve all items outlined below.
Yes 11, No 0, Abstained 0
MOTION PASSED.

74-0620 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.030(b) All Night Parking by Excluding Portions of McClellan Street between North 5th Street and North 6th Street.

25-1103 Resolution from the Finance Committee Adopting the 2026 Business Improvement District Operating Plan.

25-1108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

6 Ordinances and resolutions.

25-1102 Confirming Appointments of the Mayor of the City of Wausau to the Affordable Housing Regional Task Force.

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

25-1109 Resolution from the Finance Committee Adopting the 2026 City of Wausau Budget and General Property Tax to Support Same.

Watson stated support for the study to provide more information on the impact of having a city administrator as long as the bid for the Request for Proposal process to secure the study is open and transparent.

Lukens stated the amendment was not against the study itself but the process for which the study was brought to the budget. It was further stated this matter should be brought forward instead in a process to find a different funding source and have it be rated among other project needs.

Larson stated support for the amendment as the question of having a city administrator should be brought to residents first in the form of a referendum before having a study.

**Motion by Alderperson Lukens, seconded by Alderperson Larson, to amend 25-1109 to remove \$40,000 to fund a study for a city administrator out of the Community Development Department budget.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Griner, Alderperson McElhaney , Alderperson Rasmussen, Alderperson Larson,
No - Alderperson Watson, Alderperson Tierney, Alderperson Henke
Abstained - None
Yes 8, No 3, Abstained 0
MOTION PASSED.**

Kilian stated the city's budget should reflect the priorities of the Common Council and stated opposition to a number of development agreements included in the budget and development projects that benefit high-end residential developments. It was further stated opposition to Tax Incremental Districts subsidizing the wealthiest with cuts to services for regular people.

Neal stated opposition to the budget if it did not address projected deficits in the 2027 budget to fund firefighter positions. It was further stated that residents should not be asked to take the blunt of the increase in property taxes to fund the positions.

Larson questioned why a memo on a Parks and Recreation Department Repatriation Analysis was included in the packet. It was stated that the item was included not as part of the budget but as a consideration of a possible amendment.

**Motion by Larson to remove the Mayor's Parks and Recreation Department Repatriation Analysis document from the Common Council Packet.
*The Chair ruled the motion out of order as the memo was not an amendment to the budget.***

Rasmussen stated that development agreements included in the budget are not new spending but instead spending that was already committed. Rasmussen stated support of the budget as it stands.

McElhaney stated opposition to the budget as it includes a number of utility projects that are included in the budget as a whole but not voted upon individually by the Common Council.

Lukens stated support for the continuation of the lead service line replacement project included in the budget as the medical harm of lead is not reversible.

Kilian stated the inclusion of the memo was there as a suggestion of an amendment and stated opposition to the memo's inclusion.

Rasmussen stated the memo suggesting an amendment which was not vetted by the standing committees was not an appropriate discussion.

Watson stated opposition to removing the memo if its purpose was just for informational purposes.

Motion by Alderperson Larson, seconded by Alderperson Lukens, to remove the Mayor's Parks and Recreation Department Repatriation Analysis document from the Common Council Packet.

Yes - Alderperson Lukens, Alderperson Griner, Alderperson Rasmussen, Alderperson Larson, No - Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson McElhaney, Alderperson Watson, Alderperson Tierney, Alderperson Henke

Abstained - None

Yes 4, No 7, Abstained 0

MOTION FAILED.

Kilian stated opposition to the budget due to a number of utility projects that are included in the budget which were not urgent, while other resident necessities needed further negotiation through strong discussion.

McElhaney stated opposition to the budget because it is disingenuous to say that every item included in the budget had been discussed by the Common Council or a standing committee.

Rasmussen stated support for a utility project included in the budget as the project seeks to relocate utilities that are not currently in the public right-of-way into the right-of-way for more accessible access to those utilities in the future. It was further stated that planning of the project on the front end, within the budget, was a more appropriate process.

Tierney stated support for the amendment because of opposition to the project being included in the budget and not because of opposition to the project itself. It was further stated that the project itself should come before the Common Council on its own and not included in the budget as a whole.

Martens stated opposition to the amendment as the project is funded through the TID that it is within and has no impact on the levy itself. It was further stated the utility needs to be moved as it is currently located above private property and not above a public right-of-way.

Rasmussen stated opposition to the amendment as removing the funding now would not earmark the funding needed to complete the project and potentially miss out on funding it through TID. It was further stated the earmark to fund the project could be supported within the budget and then ask that the final approval on the project itself come before the Common Council before commencing the project.

Motion by Alderperson Tierney, seconded by Alderperson Larson, to amend 25-1109 to remove the \$1.2 million utility relocation project near the Graebel building.

Yes - Alderperson Kilian, Alderperson McElhaney, Alderperson Tierney, Alderperson Larson,

No - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner, Alderperson Rasmussen, Alderperson Watson, Alderperson Henke

Abstained - None

Yes 4, No 7, Abstained 0

MOTION FAILED.

Motion by Alderperson Lukens, seconded by Alderperson Watson, to approve as amended.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke

**No - Alderperson Kilian
Abstained - None
Yes 10, No 1, Abstained 0
MOTION PASSED.**

25-1109 Resolution of the Finance Committee Authorizing the Modification of Fees to the City of Wausau Fees and Licenses Schedule and Adopted Pursuant to Wausau Municipal Code §3.40.010(a) (2026 Comprehensive Fee Schedule)

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

25-1110 Preliminary Resolution from the Infrastructure & Facilities Committee Approving Levying Special Assessments for 2026 Street Construction Projects.

Larson stated opposition because the 28th Avenue reconstruction project was not included as a 2026 Construction Project as the residents had been told.

Henke stated there are other funding resources that can be utilized to fund the 28th Avenue reconstruction project and stated support for that funding in the future.

**Motion by Alderperson Lukens, seconded by Alderperson Rasmussen, to approve.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal,
Alderperson Griner, Alderperson McElhaney , Alderperson Rasmussen, Alderperson Watson,
Alderperson Tierney, Alderperson Henke
No - Alderperson Larson
Abstained - None
Yes 10, No 1, Abstained 0
MOTION PASSED.**

25-1113

Resolution of the Finance Committee Authorizing the Issuance and Sale of up to \$311,838 Taxable General Obligation Promissory Notes, Series 2025 (2nd Issue), and Providing for Other Details and Covenants with Respect Thereto, and Approval of Related Financial Assistance Agreement.

**Motion by Alderperson Lukens, seconded by Alderperson Griner, to Approve.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner,
Alderperson McElhaney , Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney,
Alderperson Larson, Alderperson Henke
No - Alderperson Kilian
Abstained - None
Yes 10, No 1, Abstained 0
MOTION PASSED.**

25-1114 Resolution of the Finance Committee Authorizing the Issuance and Sale of up to \$4,596,236 Water System Revenue Bonds, Series 2025, and Providing for Other Details and Covenants with Respect Thereto and Approval of Related \$5,407,337 Financial Assistance Agreement.

**Motion by Alderperson Lukens, seconded by Alderperson Watson, to approve.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner,
Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Larson,
Alderperson Henke
No - Alderperson Kilian, Alderperson Tierney
Abstained - None
Yes 9, No 2, Abstained 0
MOTION PASSED.**

25-1105 Resolution from the Finance Committee Approving Budget Modification for an Amendment with GEI Consultants for Environmental Consulting Services for the Former Wausau Business Incubator Site, WDNR BRRS# 02-37-587081, at 1300 Cleveland Ave.

Motion by Alderperson Kilian, seconded by Alderperson Rasmussen, to amend 25-1105 to add as the 17th Where As clause "Whereas, your Economic Development Committee, at their November 4, 2025 meeting, voted to approve Public Participation Plan for 1300 Cleveland Avenue to evaluate and guide the property's ultimate non-industrial land use and future non-industrial redevelopment; and"; and add as the 18th Where As clause "Whereas, the City of Wausau's Department of Public Works & Utilities stated at the November 4, 2025 Economic Development Committee that the RAOR for 1300 Cleveland Avenue will coincide with the end use of the property, which is the focus of the approved Public Participation Plan, and that the redevelopment and RAOR processes must therefore work in parallel with one another."; and add as the first a Now Therefore, Be It Further Resolved clause "Now, Therefore Be it Resolved, the Common Council hereby directs city officials to undertake efforts to engage the community and develop the RAOR in parallel with that process to ensure the end use of the property is in compliance with that directive."

**Yes 11, No 0, Abstained 0
MOTION PASSED.**

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

7 Suspend Rule 12(A) Referral of Resolutions.

**Motion by Alderperson Watson, seconded by Alderperson Larson, to suspend rule 12(A) Referral of Resolutions.
Yes 11, No 0, Abstained 0
MOTION PASSED.**

16-1110 Resolution from the Finance Committee Accepting the 2026 Beat Patrol Grant for Wausau Police Department.

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

25-0910 A Resolution from the Common Council Approving Roadway Typical Sections for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street.

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

25-0910 B Resolution from the Common Council Approving a Multi-use Path Along the South Side of State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street.

Larson stated opposition because the multi-use trail was inappropriate due to the land acquisitions required and concerns about the responsibility and cost of maintaining the trail.

Rasmussen stated opposition to the trail because of the numerous land acquisitions required and lack of connections to other trails within the city.

Neal stated opposition to the trail because of the burden of snow removal placed on residents.

**Motion by Alderperson Larson, seconded by Alderperson Henke, to approve.
Yes - Alderperson Kilian, Alderperson Watson, Alderperson Henke
No - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner,**

**Aldersperson McElhaney , Aldersperson Rasmussen, Aldersperson Tierney, Aldersperson Larson
Abstained - None
Yes 3, No 8, Abstained 0
MOTION FAILED.**

25-0910 C Resolution from the Common Council Approving a New Sidewalk on the North Side of State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street.

Neal stated opposition as pedestrian traffic in the area is reportedly very low and the lack of necessity for sidewalks on both sides of the road.

Kilian stated opposition for the same reasons as Neal.

Rasmussen stated that reports of low pedestrian traffic by residents who are required to maintain a sidewalk can be inaccurately reported because those residents don't want the responsibility of maintenance. Rasmussen stated support to ensure the community remains safe and walkable.

Lukens stated support because of the recommendation from the Public Works Department to build the sidewalk and because it would enhance the city's walkability.

**Motion by Aldersperson Henke, seconded by Aldersperson Tierney, to approve.
Yes - Aldersperson Lukens, Aldersperson Martens, Aldersperson McElhaney , Aldersperson Rasmussen, Aldersperson Watson, Aldersperson Tierney, Aldersperson Larson, Aldersperson Henke
No - Aldersperson Kilian, Aldersperson Neal, Aldersperson Griner
Abstained - None
Yes 8, No 3, Abstained 0
MOTION PASSED.**

25-0910 D Resolution from the Common Council Approving Street Lighting for State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street.

Kilian stated concerns of the huge amount of lighting in the area with the different types of lighting being presented.

Without objection, a scrivener's error was noted within the title of 25-0910D and the error will be corrected as part of the approval of the resolution. The error was in the title which stated North 13th Street when it should say North 6th Street.

Rasmussen stated that decorative lighting outside the Central Business District adds substantial cost to build and maintain. It was also stated that decorative lighting is often viewed by residents as wasteful and stated there was no need for it in this particular area.

Martens stated support for the amendment as the decorative lighting is not appropriate for this area and also expressed concerns about preventing light pollution by minimizing brighter lighting for road reconstruction projects.

Neal stated support for the amendment to oppose decorative lighting in this area because it is not necessary.

Lukens stated support for the amendment to prevent excessive lighting which contributes to light pollution.

**Motion by Aldersperson Rasmussen, seconded by Aldersperson Larson, to amend 25-0910D to remove in the Now Therefore, Be It Resolved clause "13th Street to 18th Street, and decorative lighting to match existing City decorative lighting from"; and substitute in the Now Therefore, Be It Resolved "13th" with "18th".
Yes 11, No 0, Abstained 0
MOTION PASSED.**

Motion by Aldersperson Henke, seconded by Aldersperson Larson, to approve as amended.

Yes 11, No 0, Abstained 0
MOTION PASSED.

25-1112 Joint Resolution from the Committee of the Whole and Finance Committee Approving the Retention of Mueller Communications for Referendum Services and Related Budget Modification.

Without objection, a scrivener's error was noted within the body of 25-0910D and the error will be corrected as part of the approval of the resolution. The error was in the body of the resolution which authorized the budget amendment but did not authorize appropriate staff to enter into the contract.

Neal stated opposition because the optics will be presented to the public that residents are being sold an argument instead of being provided with objective statements.

Rasmussen stated support because of the need for an outside entity to create materials providing information on the referendum to residents. It was further stated support because the price was conducive to the needs of the communication materials needed.

Lukens stated support because of resident support for this communication.

Kilian stated opposition citing optics concerns similar to Neal and resident feedback that the communication was not necessary and insulted the intelligence of voters.

Neal stated the communication could be conducted by city staff using channels already available to the city. It was further stated that communication can be easily presented to the public without the need for overly decorative materials.

Watson stated support due to the need to create educational materials to put information into the public.

Lukens stated support as the city staff do not have the capacity to create effective educational materials and citing a public distrust of city staff which would create a mistrust in education materials created by staff.

Rasmussen stated residents have asked for more information on the topic of a referendum and that communication was needed to provide the information to the public.

Motion by Alderperson Larson, seconded by McElhaney, to call the question.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke

No - Alderperson Kilian,

Abstained - None

Yes 10, No 1, Abstained 0

MOTION PASSED.

Motion by Alderperson Tierney, seconded by Alderperson Watson, to approve.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Rasmussen, Alderperson Watson, Alderperson Larson, Alderperson Henke

No - Alderperson Kilian, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Tierney

Abstained - None

Yes 6, No 5, Abstained 0

MOTION FAILED TO ATTAIN 2/3 MAJORITY OF FULL MEMBERSHIP.

8 Announcement from Mayor and Alderpersons.

9 Communications, recommendations from the Mayor

Mayor Diny announced Alder Griner will be replacing Alder Henke as a member of the Finance Committee.

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

**Motion by Alderperson Tierney, seconded by Alderperson Lukens, to adjourn. Motion carried.
Meeting adjourned at 08:22 PM.**



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OFFICIAL MINUTE PROCEEDINGS REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, November 25, 2025 at 6:00 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

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

1 Call to order by the presiding officer.

Mayor Doug Diny presided.
The meeting was called to order at 06:09 PM.

Roll Call indicated 11 members present.
Members Present - Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Aaron Griner, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke
Members Absent - None
Members Excused - None
Present 11, Absent 0, Excused 0

2 Pledge of Allegiance, and Roll Call and Proclamations.

3 Reading of the City of Wausau Public Comment Statement.

4 Comments and suggestions from preregistered citizens.

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

Cooper Johnson, 1748 Cherry Street - spoke on 25-1109.

5 Consent agenda.

Motion by Alderperson Watson, seconded by Alderperson Neal, to approve all items outlined below.

Yes 11, No 0, Abstained 0

MOTION PASSED.

25-1104 Resolution from the Human Resources Committee Approval of MLK In-Service Day Monday, January 19th, 2026 and Adoption of this as a Standard Practice Annually Moving Forward.

25-1106 Resolution from the Human Resources Committee Approving the Hiring of a Part-Time Building Maintenance Technician for the Community Development Authority.

94-0810 Resolution from the Finance Committee Awarding the Audit Contract to Maudlin & Jen CPA for the Years 2025 to 2029.

6 Ordinances and resolutions.

25-1102 Confirming Appointments of the Mayor of the City of Wausau to the Ethics Board.

Without objection, item 25-1102 was taken up at this time.

Rasmussen stated concerns about appointing the same people to multiple citizen appointments as the person being appointed already serves on a number of city boards as a citizen member and about the qualifications for the person seeking an appointment.

Kilian stated the person seeking an appointment was qualified and informed about city policies and procedures, and stated support of the confirmation.

Neal stated the person seeking an appointment was active and concerned about city government, and stated support of the confirmation.

Motion by Alderperson Watson, seconded by Alderperson Griner, to approve.

Yes - Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke

No - Alderperson Lukens, Alderperson Rasmussen

Abstained - None

Yes 9, No 2, Abstained 0

MOTION PASSED.

25-1109 Veto Override Consideration of the Resolution from the Finance Committee Adopting 2026 City of Wausau Budget and General Property Tax to Support Same.

Neal stated previous concerns with the budget previously stated but stated ultimate support. It was stated that nothing had changed, prompting no change in that support.

Rasmussen stated concerns with the veto itself as it had delayed the passage of the budget delaying the mailing of the property tax bill. Rasmussen stated support citing no resident opposition to the budget as passed.

Motion by Alderperson Rasmussen, seconded by Alderperson Neal, to approve.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Larson, Alderperson Henke

No - Alderperson Kilian, Alderperson Tierney

Abstained - None

Yes 9, No 2, Abstained 0

MOTION PASSED.

03-1111 Joint Resolution from the Human Resources Committee and Finance Committee Authorizing 3% Cost of Living Adjustment (COLA) for Non-Represented Employees Effective December 21, 2025.

Motion by Alderperson Henke, seconded by Alderperson Larson, to approve.

Yes 11, No 0, Abstained 0

MOTION PASSED.

7 Suspend Rule 1(D) Transmission of Committee business to the Council and 11(A) Referral of resolutions.

Motion by Alderperson Lukens, seconded by Alderperson Watson, to suspend rule 1(D) Transmission of Committee business to the Council and 11(A) Referral of resolutions.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke

No - Alderperson Kilian

Abstained - None

Yes 10, No 1, Abstained 0

MOTION PASSED.

13-0913 Resolution from Finance Committee Approving Lease Extension with Resurrection Parish Diocese of La Crosse.

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

23-0514 Resolution from Common Council Approving Master Payment Amount Purchase Agreement and Joinder Agreement between City of Wausau (Additional Seller) and NS PP Law Services LLC and Napoli Shkolnik PLLC (Initial Sellers), and NS Buyer 2025-1 LLC (Purchaser).

Rasmussen stated opposition to the agreement to take advantage of the full settlement and not to be hasty to forego the larger payout. It was further stated it would benefit the city to be patient to receive the full payment.

Kilian stated opposition as the optics appear to gain money more quickly to fund unrelated expenses or shortfalls and that action would reduce the amount of funding received.

Neal stated opposition due to resident opposition and due to lack of a plan for what to do with an immediate settlement sum.

Motion by Neal to postpone consideration of this item until the next Common Council meeting. The motion failed due to the lack of a second.

Lukens stated opposition due to resident opposition and support for getting the full sum paid out over a number of years.

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

8 Closed Session.

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

Without objection, Human Resources Director Lisa Nowak was appointed as the recording clerk for the closed session.

**Motion by Alderperson Lukens, seconded by Alderperson Griner, to go into Closed Session pursuant to Wisconsin State Statute § 19.85(1)(f) to consider financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, specifically to discuss an investigation into allegations against a City of Wausau official.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Griner, Alderperson McElhaney, Alderperson Rasmussen, Alderperson Watson, Alderperson Tierney, Alderperson Larson, Alderperson Henke
No - None
Abstained - None
Yes 11, No 0, Abstained 0
MOTION PASSED.**

The Common Council convened into Closed Session.

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

The Common Council did not reconvene into Open Session.

- 9 Announcement from Mayor and Alderpersons.
- 10 Comments and suggestions from citizens present during Public Comment occurring both before and after the business meeting.
- 11 Adjournment.

**Motion by Alderperson Watson, seconded by Alderperson Kilian, to adjourn. Motion carried.
Meeting adjourned at 07:20 PM.**



City of Wausau
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City Clerk
Kaitlyn Bernarde, City Clerk

DATE: December 9, 2025
TO: Common Council
SUBJECT: Communication on City Clerk's Appointments to Board of Canvassers and Absentee Board of Canvassers.

PURPOSE

To inform the Common Council of the Clerk's Appointments to the Board of Canvassers and Board of Absentee Canvassers for the next election cycle.

BACKGROUND

The City of Wausau has more than one polling place, which requires it to have a municipal board of canvassers for municipal elections. This board is composed of the municipal clerk and 2 other qualified electors of the municipality appointed by the clerk (Wis. Stat. §7.53(2)(a)1). The Board of Canvassers conducts a public canvass of all election returns when there is a municipal race on the ballot and/or when provisional ballots are successfully cured. Therefore, I appointed the following members to the City of Wausau Board of Canvassers for the term January 1, 2026–December 31, 2027:

Position	Appointee	Address	Term
Municipal Clerk	Kaitlyn Bernarde	407 Grant Street, Wausau, WI 54403	Term of Office
Deputy Clerk (Clerk Alternate)	Kody Hart	407 Grant Street, Wausau, WI 54403	Term of Office
Qualified Elector 1	Mary Goede	706 Prospect Ave, Wausau, WI 54403	Expires: 12/31/2027
Qualified Elector 2	Mike Cherf	720 N 7th Ave, Wausau, WI 54401	Expires: 12/31/2027

The City of Wausau established a Board of Absentee Ballot Canvassers on July 14, 2020, which enabled the City of Wausau to canvass (open, record, tally and certify) absentee ballots at one central location instead of at each individual polling place. This ordinance requires me to appoint myself and two other qualified electors of the municipality for a term of two years commencing on January 1 of each even-numbered year to comply with Section §7.52 and §7.53 of Wis. Stats. Therefore, I appointed the following members to the City of Wausau Absentee Board of Canvassers for the term January 1, 2026–December 31, 2027:

Position	Appointee	Address	Term
Municipal Clerk	Kaitlyn Bernarde	407 Grant Street, Wausau, WI 54403	Term of Office
Deputy Clerk (Clerk	Kody Hart	407 Grant Street,	Term of Office

Alternate) Qualified Elector 1	Mary Goede	Wausau, WI 54403 706 Prospect Ave, Wausau, WI 54403	Expires: 12/31/2027
Qualified Elector 2	Nick Josiger	2812 Hubbill Ave, Wausau, WI 54401	Expires: 12/31/2027

FISCAL IMPACT

None.

RECOMMENDATION

None.

RESOLUTION OF THE FINANCE COMMITTEE

Approving Purchase of Animal Impoundment Services Agreement for the Impoundment, Care, Treatment and/or Humane Disposal of Non-Dog Strays Taken into Custody by Law Enforcement or Humane Officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2026 through December 31, 2026.

Committee Action: Approved 5-0

Fiscal Impact: The net 2026 contract price of \$25,270, with a credit for less than 140 animals brought in at \$185 per animal, and a charge of \$200 per animal beyond 140.

File Number: 03-0717

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Animal Control Fund</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$25,270 Budgeted for Impoundment Costs</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: The Animal Control Fund receives the majority of financing from pet license</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, effective January 1, 2025, the City contracted with the Humane Society of Marathon County for the impoundment, care, treatment and/or humane disposal of non-dog strays; and

WHEREAS, that contract expires December 31, 2025, and there is a need to provide for the care of such animals; and

WHEREAS, funding for this service is provided in the 2026 Animal Control Fund Budget and;

WHEREAS, your Finance Committee, on November 25, 2025, recommended entering into a contract with the Humane Society of Marathon County, Inc., for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody within the City of Wausau by law enforcement or humane officers, for a one-year period from January 1, 2026 through December 31, 2026; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute a contract with the Humane Society of Marathon County, Inc. in substantial compliance with the terms of the proposed contract attached.

Approved:

Doug Diny, Mayor

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

**BETWEEN
THE HUMANE SOCIETY OF MARATHON COUNTY, INC.
AND CITY OF WAUSAU**

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

Humane Society: Executive Director
7001 Packer Drive
Wausau WI 54401

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the City of Wausau (the "MUNICIPALITY") and the Humane Society of Marathon County, Inc. ("HSMC"),

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays and

WHEREAS, HSMC, is presently situated and capable to provide services to MUNICIPALITY for professional and ethical impoundment, animal shelter, care services, treatment and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner consistent with Wisconsin Statutes and pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, Wisconsin 54401, but periodically uses third party facilities to fulfill the services provided in this Agreement; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into an Agreement with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to this Agreement; and

WHEREAS, MUNICIPALITY and HSMC desire that this Agreement is for the impoundment, care and treatment of non-dog strays for the Term of this Agreement.

NOW THEREFORE, in consideration of the above Recitals which are acknowledged to be true and correct and are incorporated into this Agreement and the promises and

agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, it is agreed by the MUNICIPALITY and HSMC as follows:

AGREEMENT

1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES. HSMC agrees to provide the services detailed herein with respect to stray animals (EXCLUDING DOGS) in response to a request by MUNICIPALITY.

1.1 Stray Animals (EXCLUDING DOGS). HSMC will operate an impoundment facility to care for, and/or humanely dispose of non-dog strays as defined per this Agreement as well as keep accurate records thereof pursuant to the provisions of Wis. Stats. §173.15(2)(b) of all of the animals brought to HSMC under the terms of this Agreement.

1.2 Animals Held for Cause. This Agreement does not include impoundment services for animals taken into custody pursuant to §173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision. Furthermore, this Agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, pursuant to §173.21, Wis. Stats., et seq. MUNICIPALITY and HSMC agree that any such services to be performed on behalf of the MUNICIPALITY, shall be subject to a separate agreement.

1.3 HSMC will attempt to locate the owners of stray animals and if found, inform the owners of the cost of holding, care, and treatment of that owner's animal.

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7 days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein at 2.0 and be included in the flat fee contract price.

1.5 This Agreement does not include impoundment services for stray dogs. Marathon County has entered into a separate agreement with HSMC for impoundment services for stray dogs.

2.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows:

CY 2026 - \$25,900 for the contract, for up to 140 non-dog strays **LESS** 2024 Return To Owner credits of \$630.00 **NET contract amount of \$25,270 for 2026.**

2.1 The NET 2026 contract price of **\$25,270** shall be due and paid in full on or before January 30, 2026.

2.2 In the event MUNICIPALITY (by its personnel or by others at the direction of or permission of its personnel) delivers animals beyond 140 non-dog strays, HSMC will bill MUNICIPALITY at rate of \$200 per animal. Once 140 non-dog strays have been accepted on behalf of MUNICIPALITY in 2026, MUNICIPALITY is otherwise not responsible for costs of further non-dog strays which HSMC elects to accept from private individuals.

2.3 If less than 140 non-dog strays are brought in during the calendar year 2026 of this contract, a credit shall be given MUNICIPALITY for the difference between the amount due HSMC at \$185 per animal and the full amount paid under the contract, which shall be carried over and applied the following year to the MUNICIPALITY's obligation, in the event the parties renew this Agreement. If the parties do not renew this Agreement by December 31, 2026 a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2027.

2.4 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2025 contract and which was "Returned to Owner" prior to the end of the statutory 7-day hold period. The credit will be calculated by HSMC based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2024, there were 67 cats that qualified for a credit of \$630.00 in "Return To Owner" fees for WAUSAU. **THE TOTAL CREDIT TO BE APPLIED TO CY2026 FOR 2024 RETURN TO OWNER ANIMALS IS \$630.00.**

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be for one (1) year commencing January 1, 2026 through December 31, 2026. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

4.0 DEFINITIONS. As used in this Agreement the following words shall have the meanings provided below:

4.1 Stray Non-Dog Animal: A non-dog animal whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray non-dog animal may be brought to HSMC only by the MUNICIPALITY's designated Animal Control personnel or law enforcement officers.

4.2 Surrender: Is any animal that has been voluntarily delivered to HSMC by its owner, handler or other person entitled to do so. Surrender animals are NOT within the scope of this Agreement.

4.3 Unclaimed: Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.

4.4 Wild Animal: The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild animals are NOT within the scope of this Agreement. “Wild animals” does not include feral cats.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC’s personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Transportation of Animals. MUNICIPALITY is NOT purchasing transportation services to or from HSMC, and HSMC shall have no obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting stray non-dog animals 24 hours a day, 7 days a week, that are delivered by personnel employed by the City of Wausau.

5.5 Services for Animals. HSMC agrees to provide for the professional, humane and ethical impoundment, animal shelter, care services, and humane disposal of any animal within the scope of this Agreement.

5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the animal’s owner in order to arrange for either the surrender or the return of the animal. Said efforts will be made within the statutory 7 day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray non-dog animals are never known or even identified such that HSMC’s ability to find the owner is a legal impossibility.

5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this Agreement and in compliance with all federal, state and local laws.

5.8 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a “pest” exterminator.

5.9 Disposition of Stray Non-Dog Animals. After the statutory waiting time, seven (7) days, the parties agree that HSMC will obtain exclusive possession of all strays covered by this Agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animal's remains.

5.10 Protocols. Both parties will mutually create and agree upon protocols to follow in order to accomplish the efficient execution of this Agreement with a minimum of confusion or disagreement.

5.11 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment, redemption records and those additional records as may be required under Wis. Stats. §173.15(2)(b). Such records shall be made available to MUNICIPALITY. Such records will be available for review, copying or inspection at HSMC by appointment with Executive Director or designee.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate this Agreement, for any reason, at any time upon 30 days written notice to the other party.

6.2 In the event this Agreement is terminated, HSMC shall reimburse the MUNICIPALITY for the Compensation paid by the MUNICIPALITY prescribed under Section 2.0 of this Agreement less either the amount of animals turned into HSMC by the MUNICIPALITY multiplied by \$185 or 1/12th for each month that the Agreement is in effect whichever is greater.

7.0 INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In order to protect itself, MUNICIPALITY, its officers, boards commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Commercial General Liability - \$1,000,000.00 combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work.

7.2 Indemnification.

A. Immunity. The MUNICIPALITY is a governmental entities entitled to governmental immunity under law, including Wis. Stat. §893.80. Nothing contained herein shall waive the rights and defenses to which the MUNICIPALITY may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stats. §893.80 or any subsequent amendments thereof.

B. Responsible for Own Actions. HSMC and MUNICIPALITY shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of the parties hereto shall be covered by his or her employing entity for purposes of worker's compensation, under Ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under Ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under Ch. 102, Wisconsin Statutes.

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

8.0 NOTICE TO PUBLIC AND PRIVATE ON NONAFFILIATION. HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

9.0 NOTICES.

9.1 Notices to the MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to the MUNICIPALITY shall be delivered via first class mail as follows:

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

Kaitlyn Bernarde
City Clerk
407 Grant Street
Wausau WI 54403

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail as follows:

Lisa Leitermann
Executive Director
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

Amanda Molin
President of the Board of Directors
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

10.0 MISCELLANEOUS.

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

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

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

10.4 Construction.

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

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

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

changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

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

11.0 ASSIGNMENT. No party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

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

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

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, Doug Diny, in my capacity as MUNICIPALITY Mayor, and acting as the MUNICIPALITY Contract Administrator for the City of Wausau, and I, CITY CLERK, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither we nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

15.2 I, Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and I, Amanda Molin, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement of behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY, INC.:

LISA LEITERMANN	Date
Executive Director, HSMC	

AMANDA MOLIN	Date
President Board of Directors, HSMC	

FOR MUNICIPALITY:

DOUG DINY	Date
Mayor, MUNICIPALITY Contract Administrator	

KAITLYN BERNARDE	Date
City Clerk	



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Captain Nathan Cihlar, Police Department

To: Finance Committee

Date: November 18, 2025

Re: Renewal of Animal Impoundment Services Agreement (Non-Dog stray contract) with HSMC

Purpose:

Requesting renewal of the one-year Animal Impoundment Services Agreement with the Humane Society of Marathon County (HSMC).

Background:

The City of Wausau has held an animal impoundment services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of non-dog strays for the City of Wausau.

The 2026 agreement is for 140 non-dog strays (reduction from 250 non-dog strays in 2025), to align with 2026 contract budget adjustment (reduction) of -\$20,000, per Finance Committee - October 2025.

Impact:

Budget reduction to \$25,900 for the contract, for up to 140 non-dog strays (LESS 2024 Return to Owner credits of \$630) for a **NET contract amount of \$25,270 for 2026**. The contracted per animal rate remains at \$185 per non-dog stray.

Recommendation:

Department recommends approving the renewal of the one-year contract.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Municipality Held for Cause Services Agreement between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2026 through December 31, 2027.

Committee Action: Approved 5-0

Fiscal Impact: Per animal charge according to schedule attached to proposed contract for Animals Held for Cause

File Number: 03-0717A

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Animal Control fund</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: Amount Budgeted is unknown for Impoundment and Held for Cause</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: The Animal Control Fund is largely funded by pet license revenue</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, effective January 1, 2024, the City contracted with the Humane Society of Marathon County for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause; and

WHEREAS, that contract expires December 31, 2025, and there is a need to provide for the care of such animals; and

WHEREAS, funding for the contract is provided in the 2025 Animal Control Fund budget and will be provided in the future years' budgets as needed; and

WHEREAS, your Finance Committee, on November 25, 2025, recommended entering into a contract with the Humane Society of Marathon County, Inc., for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, for a two-year period from January 1, 2026 through December 31, 2027.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute a contract with the Humane Society of Marathon County, Inc. in substantial compliance with the terms of the proposed contract attached.

Approved:

Doug Diny, Mayor

MUNICIPALITY HELD FOR CAUSE SERVICES AGREEMENT

THE HUMANE SOCIETY OF MARATHON COUNTY, INC.

THIS SERVICES AGREEMENT ("Agreement"), is made and entered into, by and between the MUNICIPALITY of **City of Wausau** (The "MUNICIPALITY") and the **Humane Society of Marathon County, Inc.** ("HSMC"), its successors or assigns.

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (A not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of: (a) animals taken into custody by personnel employed by the MUNICIPALITY and (b) "Animals Held for Cause" [as that term is used in Wis. Stat. §§173.21 and 22] (i.e., animals held by HSMC on behalf of the MUNICIPALITY pending further legal determination or order); and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by HSMC pursuant to the terms of this Agreement; and

WHEREAS, MUNICIPALITY desires to compensate HSMC for these services on a per animal per day basis for any animal taken into custody or Held for Cause; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401. It is a not-for-profit private corporation (a private entity) entering into a contract with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

AGREEMENT

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

SUMMARY OF SERVICES.

1. **Animals Taken into Custody.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for and dispose of all animals taken into custody by MUNICIPALITY's personnel pursuant to §173.13, Wis. Stats., except stray animals, as well as keep accurate records thereof of all of the animals brought to HSMC. HSMC may obtain ownership of animals if unclaimed within the statutory 7-days for eventual adoption or relocation, as permitted by law. Disposal costs of animals described above that are brought in shall be included in this Agreement.
2. **Animals Held for Cause.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for, dispose of "Animals Held for Cause," by the MUNICIPALITY, as required by law and in coordination with MUNICIPALITY's personnel and the Courts of Marathon County, as well as keep accurate records thereof of all of the animals brought to HSMC.

3. When an animal is taken into custody by MUNICIPALITY, a lieutenant with the City of Wausau Police Department (WPD) will ensure delivery of the animal(s) to its choice of veterinarians and provide HSMC with the record of the veterinary assessment, including any aftercare instructions; or delivery of the animal(s) to HSMC staff with the implied authority to seek a veterinary assessment.
4. If HSMC seeks a veterinary assessment, WPD administration will be contacted by HSMC following the initial veterinary assessment. WPD administration will then be responsible for: 1) determining the disposition of the animal before HSMC staff returns the animal(s) to the shelter; and 2) approving proposed financial expense with regard to future treatment.
5. Both parties agree to abide by the medical opinion of a state licensed Doctor of Veterinary Medicine, for the recommended care and disposition of said animal(s). For the cost of any treatment to which WPD administration does not consent, HSMC reserves the right to make a public appeal for funding such expense.

1.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this agreement on a fee for service basis as described in Schedule A, attached hereto and incorporated herein by reference. All fees include initial vaccinations except rabies, certain veterinarian well checks as required by law.

2.0 NOTIFICATION. MUNICIPALITY will rely on notification first from its WPD personnel. HSMC agrees to cooperate with the MUNICIPALITY by providing secondary notice to the MUNICIPALITY **City of Wausau** via phone call or e-mail within five (5) business days, not including weekends or holidays, of receipt of an animal subject to this Agreement. HSMC will provide prompt and accurate accounting of any charges made to MUNICIPALITY pursuant to Schedule A attached hereto. HSMC will also provide documentation and testimony as needed to facilitate MUNICIPALITY'S actions to seek payment, or any other form of reimbursement, for the custody, care, or treatment of any animal subject to this Agreement which is permitted by law.

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall be two (2) years commencing **January 1, 2026** and this term shall expire **December 31, 2027**. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

3.2 Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring MUNICIPALITY or HSMC to renew the Agreement. In the event that either party desires to extend this agreement beyond its one-year obligation, as described in 3.1, the party requesting the renewal must provide notice to the other party by 60-days prior to the expiration date.

4.0 DEFINITIONS. As used in this Agreement and in all discussions leading to and throughout the Term of this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned Animal. Is a domesticated animal left for any length of time without apparent and adequate provision for its food, water, or other care as is reasonably necessary for the animal's health whose owner is known. Said animal may be taken into custody and held for cause as set forth below.

4.2 Animal Taken into Custody. As that term is used in §173.13, Wis. Stats., means animals taken into custody by MUNICIPALITY's personnel as follows: abandoned, unwanted, untagged, unlicensed, not confined in violation of a quarantine order, an animal that has caused damage to a person or property, an animal that has participated in an animal fight or has been mistreated by a person in violation of Chap. 951, Stats., or delivered by a veterinarian pursuant to law, but does not include stray animals.

4.3 Animal Held for Cause. As that term is used in Wis. Stat. §§173.21 and 22, Wis. Stats. as follows: Animals held on behalf of MUNICIPALITY because there is reasonable cause to believe that the owner has mistreated the animal in violation of Chap. 951, Stats., or that the animal poses a significant threat to public health, safety or welfare, or the animal may be used as evidence in pending prosecution, or by court order. Such animals are only ‘boarded’ at HSMC and are NOT subject to adoption without agreement of the parties or further Court order.

4.4 Domesticated Animal. Dogs, cats, birds, domesticated rodents (rabbits, guinea pigs, hamsters, mice) domesticated weasels (mink, chinchillas, ferrets) domesticated birds, fish, reptiles, amphibians, invertebrates, or any other species of **domestic, exotic or hybrid** animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined below.

4.5 Livestock. Horse, bovine & bison, sheep, goat, pig, llama, alpaca, farm-raised deer, rodents, weasels, poultry, or fowl kept and husbanded for food, fur or by-product. Livestock are not within the scope of this Agreement.

4.6 Owner. Includes any person who owns, harbors or keeps an animal.

4.7 Stray. A “domesticated animal” whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. Stray animals are not within the scope of this Agreement.

4.8 Surrender. Is any animal that has been voluntarily handed over to HSMC by its owner, handler or other legal representative (i.e., guardian, personal representative, trustee or agent under a durable power of attorney) and not by any MUNICIPALITY personnel. Surrender Animals are not within the scope of this Agreement.

4.9 Unclaimed Animal. An animal may be deemed unclaimed by MUNICIPALITY under the following circumstances:

4.9.1 The owner has received notification that an animal has been taken into custody and of the procedures and requirements for return, and the owner informs the MUNICIPALITY in writing that he or she will not claim the animal.

4.9.2 The animal was taken into custody because it was abandoned, untagged, unlicensed, or delivered by a veterinarian, and within 7 days after custody is taken, the animal is not claimed by its owner and no petition has been filed in circuit court for the review of its seizure or withholding.

4.9.3 The animal is not claimed by its owner within 7 days of the end of a quarantine period if the MUNICIPALITY demands that the owner claim the animal and pay for the custody, care and treatment.

4.9.4 The owner is ordered to pay or post bond for the payment of costs of custody, care or treatment of the animal, and refuses to do so upon demand.

4.10 Wild Animal. The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild Animals are not within the Scope of this Agreement.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPALITY departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein and in paying for such services.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC'S personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Technical Assistance and Transportation of Animals. MUNICIPALITY is not purchasing transportation services from HSMC, and HSMC shall have no ongoing obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting of animals subject to this agreement 24 hours per day, 7 days per week. This intake facility/room will be made available to MUNICIPALITY's personnel to bring in such animals. MUNICIPALITY and its personnel agree to complete the "Officer Impound" form. Facility will be open to private individuals during normal operating hours.

5.5 Services for all Animals. HSMC agrees to provide services to MUNICIPALITY for professional, humane and ethical impoundment, animal shelter, care services, treatment and humane disposal of any animal within the scope of this agreement.

5.6 Disposition of Animals.

5.6.1 MUNICIPALITY shall make reasonable efforts to notify owners regarding the grounds for the taking of any animal into custody and the procedures and requirements for return, pursuant to §173.13, Wis. Stats.

5.6.2 MUNICIPALITY shall advise HSMC whether animals may be returned to owners when claimed, unless the MUNICIPALITY directs HSMC to withhold the animal from its owner for cause.

5.6.2.1 Animals may be returned when claimed if they were taken into custody because they were abandoned, untagged, unlicensed, caused damage to persons or property, or delivered by a veterinarian, pursuant to §173.23, Wis. Stats.

5.6.2.2 Animals may be withheld from their owners where the MUNICIPALITY has reasonable grounds to believe that the owner has mistreated the animal in violation of Chap.951, Wis. Stats., the animal poses a significant threat to public health, safety or welfare, the animal may be used as evidence in a prosecution, or a court has ordered the animal withheld for any reason, pursuant to §173.21(1), Wis. Stats.

5.6.3 HSMC shall also make reasonable attempts to identify, locate, and make contact with the animal's owner in order to arrange for either the surrender of the animal or the return of the animal, as set forth herein.

5.6.4 In the event MUNICIPALITY directs HSMC to withhold an animal from its owner, MUNICIPALITY shall petition the circuit court for an order doing any of the following with respect to the animal: 1) Providing for payment for the custody, care, or treatment of the animal; 2) Requiring the owner of

the animal to post a bond for the costs of custody, care or treatment of the animal pending the outcome of any other proceeding; 3) Authorizing the sale, destruction or other disposal of the animal, pursuant to §173.23(3), Wis. Stats.

5.7 Claim and Return. Animals which are permitted or ordered returned to their owners shall be returned upon the happening of all of the following: 1) The owner claims the animal and provides reasonable proof of ownership to HSMC; 2) If vaccination is required by statute or ordinance, the animal is vaccinated or assurance of vaccination by prepayment is given to HSMC; 3) If licensure is required by statute or ordinance, proof that the animal is licensed is provided to HSMC within 72 hours of return; and 4) All charges for custody, care, vaccination or treatment care are paid to HSMC.

5.8 Unclaimed Animals. MUNICIPALITY shall be responsible for the determination of whether an animal shall be deemed unclaimed. Upon making said determination, MUNICIPALITY shall notify HSMC and pay the disposition fee set forth in Attachment A to HSMC.

5.9 Communication: Parties agree to communicate in a timely manner if either party has concerns on processes or procedures in handling animals under this contract.

5.10 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, treatment, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this agreement and in compliance with all federal, state and local laws.

5.11 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a 'pest' exterminator.

5.12 Review of Services to All Animals. HSMC agrees that MUNICIPALITY or its designated agent shall have access to HSMC executive officer or president of the HSMC Board of Directors in order to verify compliance with the terms of this Agreement during regular business hours.

5.13 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment and redemption records. Such records shall be made available to MUNICIPALITY as they request from time to time. Such records will be available electronically.

6.0 TERMINATION OF AGREEMENT.

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

6.2 In the event this Agreement is terminated, HSMC shall be paid for all outstanding services provided to date and MUNICIPALITY agrees to pay HSMC within 60 days for such services.

6.3 In the event this Agreement is terminated, MUNICIPALITY shall promptly remove all animals boarded pursuant to this agreement and place them with another impoundment facility. Notwithstanding termination of this agreement, until another impoundment facility has been arranged and the held animals removed, MUNICIPALITY agrees to pay the HSMC for its services at the agreed upon rate.

7.0 INSURANCE and INDEMNIFICATION.

7.1 Indemnification of MUNICIPALITY. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs

or expenses which MUNICIPALITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this Agreement.

7.2 Insurance. In order to protect itself and MUNICIPALITY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Comprehensive General Liability - \$1,000,000.00 combined single limit.
- Business Auto - \$1,000,000.00 Combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work
- Umbrella coverage - \$1,000,000.00 minimum.

7.2.1 MUNICIPALITY shall be given ten (10) days advance notice of cancellation or nonrenewal. After execution of this Agreement and upon request of MUNICIPALITY, HSMC shall furnish MUNICIPALITY with a certificate of insurance.

7.2.2 In the event any action, suit or other proceeding is brought against MUNICIPALITY upon any matter herein indemnified against, MUNICIPALITY shall give reasonable notice thereof to HSMC and shall cooperate with HSMC'S attorneys in the defense of the action, suit or other proceeding.

8.0 NOTICE TO PUBLIC AND PRIVATE OF NONAFFILIATION.

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

9.0 NOTICES.

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

Doug Diny Mayor City of Wausau 407 Grant Street Wausau, WI 54403	Kaitlyn Bernarde City Clerk City of Wausau 407 Grant Street Wausau, WI 54403
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9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail, return receipt requested, as follows:

Lisa Leitermann Executive Director Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401	Amanda Molin Vice President of the Board of Directors Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401
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10.0 MISCELLANEOUS.

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

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

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

10.4 Construction.

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

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

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

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

11.0 ASSIGNMENT.

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

12.0 THIRD-PARTY BENEFICIARIES.

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

13.0 EXECUTION IN COUNTERPARTS.

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

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, Doug Diny, in my capacity as Mayor for the City of Wausau, and I, Kaitlyn Bernarde, in my capacity as City Clerk for the City of Wausau, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither they nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

15.2 I, Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and I, Amanda Molin, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement on behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY:

LISA LEITERMANN, Date
Executive Director, HSMC

AMANDA MOLIN, Date
President Board of Directors, HSMC

FOR MUNICIPALITY:

DOUG DINY Date
Mayor, City of Wausau

KAITLYN A. BERNARDE Date
City Clerk, City of Wausau



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Captain Nathan Cihlar, Police Department
To: Finance Committee
Date: November 18, 2025
Re: Renewal of Held for Cause Services Agreement with HSMC

Purpose:

Requesting renewal of the Held for Cause Services Agreement for two years, 2026 and 2027, with the Humane Society of Marathon County.

Background:

The City of Wausau has held an animal held for cause services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of animals taken into custody for the City of Wausau.

The agreement is in place for the City of Wausau to impound; abandoned, mistreated or those that pose a significant threat to public safety, animals. This agreement is used for cases including, but not limited to; abandoned, unwanted, untagged, unlicensed, not confined in violation of a quarantine order, an animal that has caused damage to a person or property, an animal that has participated in an animal fight or has been mistreated by a person in violation of Chap. 951, Stats.

Impact:

Term	Admission Fee	Max Billable days	Daily Rate	Disposition Charge	Vet Bills
2026-2027	\$60.00	Not limited	\$16.00	\$160.00	Billed at cost

Recommendation:

Department recommends approving the renewal of the two-year contract.

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing Joint Powers Agreement with Marathon County Regarding E911/NG-911 System.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 92-1135

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau and Marathon County have participated in an E911 system for several years; and

WHEREAS, Wis. Stats. §256.35(9)(a) through (c) mandates that public agencies participating in an E911/NG-911 system enter into a joint powers agreement; and

WHEREAS, your Finance Committee, at their November 25, 2025 meeting recommended approving the Joint Powers Agreement between Marathon County and the City of Wausau pursuant to the terms and provisions of Wis. Stats. §256.35(9)(a) through (c); and

WHEREAS, the attached Joint Powers Agreement is in conformity with the requirements of said statute.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute the attached Joint Powers Agreement.

Approved:

Doug Diny, Mayor

JOINT POWERS AGREEMENT MARATHON COUNTY E911/NG-911 SYSTEM

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Statutes: 256.35(9)(a) through (c), and City of Wausau, a Wisconsin municipal corporation and a public agency as defined by Wis. Statutes 256.35(9)(a) through (c) that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Statutes: 256.35(9)(a) through (c), and in strict conformity therewith.
2. This agreement shall be effective January 1, 2026 and continue in full force and effect for a period of one year until December 31, 2026, unless either party notifies the other in writing of this intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90) days prior to the expiration date. This agreement is intended to reaffirm the intent of the parties to annually enter into a joint powers agreement, which was last reaffirmed on January 1, 2025.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E911/NG-911 system, such vehicle shall render its services to the person(s) needing the service regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.
5. The definitions of Wis. Statutes 256.35(1) are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Statute 256.35(9)(c).

Dated and signed this ____ day of _____, 2025

MARATHON COUNTY

BY: _____

Lance Leonhard
County Administrator

Dated and signed this ____ day of _____, 2025

CITY OF WAUSAU

BY: _____

Doug Diny
Mayor



City Attorney
Anne Jacobson, City Attorney

DATE: December 9, 2025
TO: Finance Committee
SUBJECT: 92-1135 Resolution from Finance Committee approving Joint Powers Agreement with Marathon County regarding E911/NG-911 System.

PURPOSE

To obtain your approval of a Joint Powers Agreement with Marathon County for the E911/NG-911 system for the calendar year, 2026.

BACKGROUND

On December 12, 2024, Council approved a Joint Powers Agreement with the County for one year, effective January 1, 2025.

Section 256.35(9)(a), Wis. Stats., requires public agencies to annually enter into a joint powers agreement.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 25-1108

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its November 17, 2025 regular meeting, and has made recommendations that are attached hereto and recommends these actions to the Council for its approval; and

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

Approved:

Doug Diny, Mayor



PHS Date 11/17/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
218082	9010 - Bartender/Operator New	WEST, RENEE	515 S 2ND AVE WAUSAU WI 54401		FUEL ON #62	07/01/2025	06/30/2026	No	No	

Total Licenses

1

Kody Hart, Deputy City Clerk



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

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

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

DATE: November 11, 2025

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

STAFF RECOMMENDATIONS

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

1. **Denial Recommendations – Bartender/Operator New:**

- **Renee West** – This application is recommended for denial due to battery convictions.

**FINAL JOINT RESOLUTION OF THE INFRASTRUCTURE & FACILITIES
COMMITTEE AND PLAN COMMISSION**

Vacating and Discontinuing a Portion of the 28th Avenue Corridor Right-of-Way.

Committee Action: I&F Approved 5-0
PLAN 7-0

Fiscal Impact: None

File Number: 03-0716

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, pursuant to Section 66.1003(4) of the Wisconsin Statutes, the Common Council has heretofore initiated proceedings on August 26, 2025 at a regular meeting of the Common Council to vacate and discontinue the following-described portion of street in the City of Wausau:

See Exhibit 1 for legal description

WHEREAS, the above legally described right-of-way is further depicted on Exhibit 2 attached hereto; and

WHEREAS, a public hearing on the passage of such resolution was set by the Common Council for 5:15 p.m. in the Council Chambers of City Hall, Wausau, Wisconsin, on the 9th day of October, 2025, written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon the portion of street sought to be discontinued as provided by law, and notice was published in the newspaper as provided by law; and

WHEREAS, a public hearing was duly held pursuant to said notice at the time and place therefor affixed and all persons so served and interested were then and there given an opportunity to be heard; and

WHEREAS, a proper notice of the pendency of said petition for vacation and discontinuance and map covering the proposed vacation was duly filed in the office of Register of Deeds for Marathon County, as required by the Wisconsin Statutes; and

WHEREAS, your Infrastructure and Facilities Committee and your Plan Commission, after considering the matter, have recommended that the aforescribed portion of street be vacated and discontinued; and

WHEREAS, Wisconsin Public Service Corporation and Frontier may request that they be granted easement and ingress and egress rights over, across and under the portion of street for the purpose of installing, maintaining, inspecting, repairing, and/or replacing any of their utilities.

BE IT RESOLVED by the Common Council of the City of Wausau that it is hereby declared that since the public interest requires it, the herein described portion of street is hereby vacated and discontinued; provided, however, this resolution shall take effect and have validity only after the granting by the City to requesting utilities of any and all permanent easement and ingress and egress rights deemed necessary by them.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute an easement to Wisconsin Public Service Corporation, if they wish, approved by the City Attorney, granting all necessary easement and ingress and egress rights, all within and/or over the portion of street to be vacated, and that these entities shall have until January 9, 2026, to get this easement recorded.

BE IT FURTHER RESOLVED, that the City Clerk, upon the recording of the above-referenced easements, but no earlier than January 9, 2026, shall record a certified copy of this resolution accompanied with a map showing the location of said vacated portion of street in the office of the Register of Deeds for Marathon County, and that the City Clerk shall notify the Engineering Department as to when this resolution has been recorded.

Approved:

Doug Diny, Mayor

Part of the lands dedicated for right-of-way by Document No. 1403003 recorded in the Office of Register of Deeds for Marathon County, being part of Blocks 1 and 2, Kraimer Addition, and being part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 28, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Lot 1 of Certified Survey Map No. 10240 recorded in the Office of Register of Deeds for Marathon County in Volume 42 of Certified Survey Maps on Page 63, previously described as Kraimer's Private Park, said Block 1, conveyed to Marathon County by Document No. 1439696 recorded in the Office of Register of Deeds for Marathon County;

and also;

Lot 5, said Block 2, conveyed to Marathon County by Document No. 1493825 recorded in the Office of Register of Deeds for Marathon County;

and also;

Lot 6, said Block 2, except the South 33 feet of the West 86 feet thereof, conveyed to Marathon County by Document No. 1012979 recorded in the Office of Register of Deeds for Marathon County in Volume 657 of Micro Records on Page 1012;

and also;

Lot 7, said Block 2, except the West 86 feet thereof, conveyed to Marathon County by Document No. 1017684 recorded in the Office of Register of Deeds for Marathon County in Volume 664 of Micro Records on Page 806;

and also;

Lot 9, said Block 2, except the South 46 feet thereof, conveyed to Marathon County by Document No. 1484942 recorded in the Office of Register of Deeds for Marathon County;

and also;

Lot 11, said Block 2, conveyed to Marathon County by Document No. 1409310 recorded in the Office of Register of Deeds for Marathon County;

and also;

Parcels 1, 2, 3, and 4 of Certified Survey Map No. 13419 recorded in the Office of Register of Deeds for Marathon County in Volume 58 of Certified Survey Maps on Page 166, previously described as Lots 12, 13, and part of Lot 14, said Block 2, conveyed to Marathon County by Document No. 1721459 recorded in the Office of Register of Deeds for Marathon County.

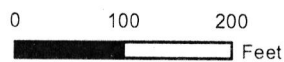


340'



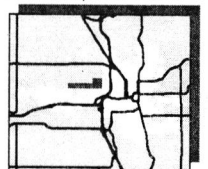
Map Date: July 16, 2025

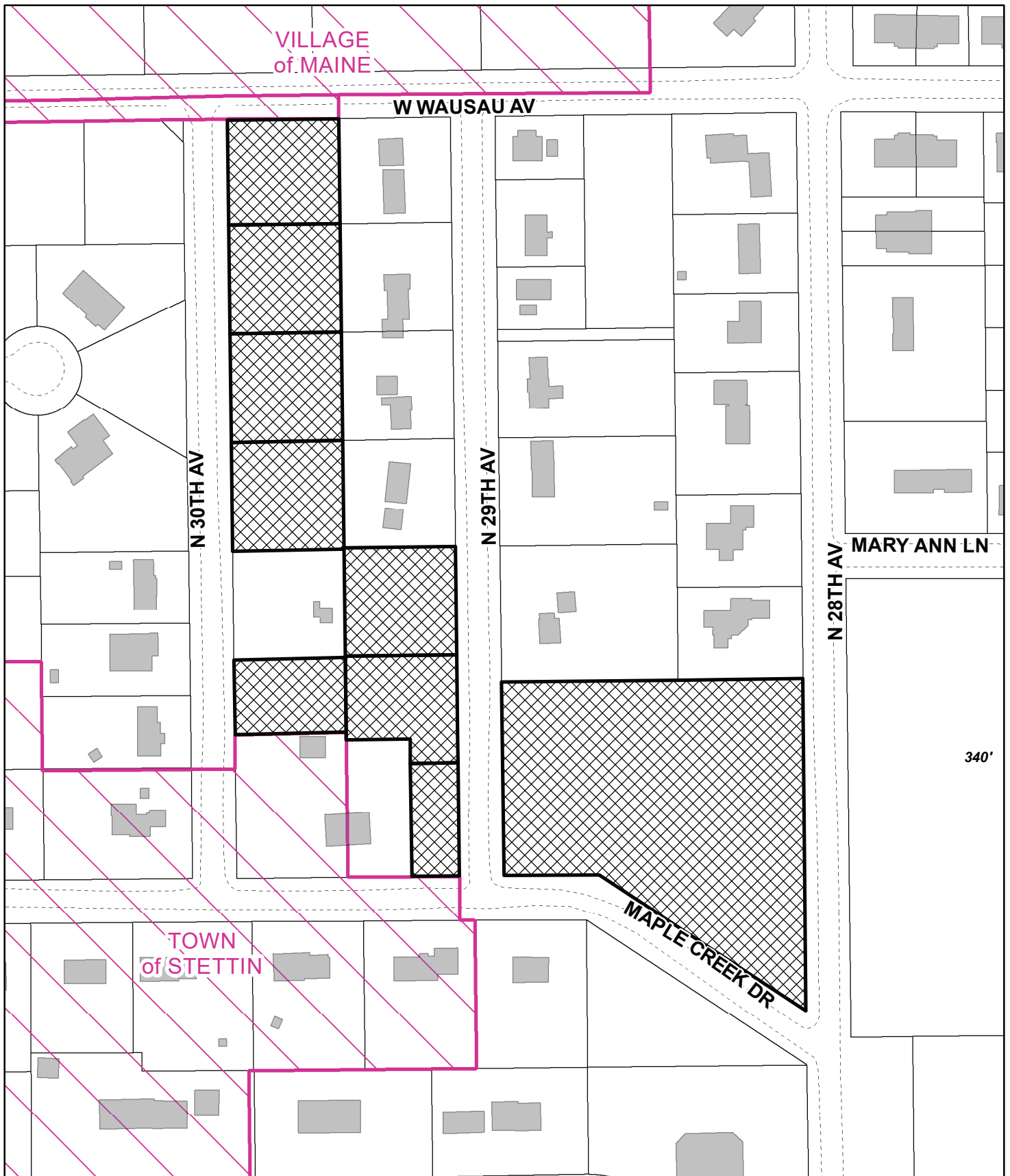
City of Wausau
Marathon County Wisconsin



- Road Edge
- Existing Building Footprints
- Proposed Vacation

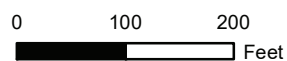
Map Location



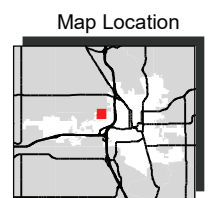


Map Date: July 16, 2025

City of Wausau Marathon County Wisconsin



- Road Edge
- Existing Building Footprints
- Proposed Vacation



Agenda Item No.

3 & 4

STAFF REPORT TO INFRASTRUCTURE & FACILITIES

COMMITTEE – October 9, 2025

AGENDA ITEM
3 – Public Hearing regarding vacating and discontinuing a portion of the 28th Avenue Corridor Right-of-Way 4 – Discussion and possible action on vacating and discontinuing a portion of the 28th Avenue Corridor Right-of-Way
BACKGROUND
Marathon County has requested the City of Wausau vacate the lands once dedicated as right-of-way for the re-aligned 28th Avenue. A map is attached.
FISCAL IMPACT
If the right-of-way is vacated, Marathon County would take possession of the lands because they purchased the land. Marathon County has told Engineering they plan to sell the land. Marathon County selling the land would return it to the tax roll.
STAFF RECOMMENDATION
Staff recommends approval contingent upon public comment.
Staff contact: Allen Wesolowski 715-261-6762

June 22, 2025

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



VIA ELECTRONIC MAIL ONLY

RE: Request to Vacate Right of Way relative to 28th Avenue Corridor

Dear Mayor Diny,

Consistent with the direction I have received from the Marathon County Board of Supervisors and its subordinate bodies, I respectfully request that the City of Wausau initiate formal action to adopt a resolution vacating the right-of-way along the previously designated 28th Avenue Corridor. Once vacated, these parcels would revert to Marathon County ownership.

The 28th Avenue Corridor was officially mapped in 2005 through Marathon County Resolution R-03-05 as part of the County's long-term transportation planning efforts. The intent of this corridor was to provide a north-south arterial route through the northwest quadrant of the Wausau metropolitan area. This alignment was expected to alleviate traffic on U.S. Highway 51 and enhance connectivity between Wausau's west side and both northern Marathon County and Merrill. Since that time, the County has acquired full or partial interest in 12 parcels along the previously proposed alignment.

In September 2021, the Marathon County Infrastructure Committee was informed that the broader loop concept, which included the 28th Avenue Corridor, was no longer necessary. Contributing factors included limited regional development and the completion of the Westwood Drive extension. In response, the County Board adopted Resolution R-71-21, directing staff to evaluate the future of the corridor—specifically, whether to preserve the corridor map, transfer property to local municipalities, or divest and eliminate the corridor.

Following this review, the Marathon County Board adopted Resolution R-49-22 in August 2022, formally removing the 28th Avenue Corridor from the County's transportation plan.

I understand that on April 10, 2025, the City of Wausau's Infrastructure and Facilities Committee voted unanimously (4-0) to maintain 28th Avenue on its current alignment and not pursue the corridor concept as previously referenced.

Subsequently, on June 5, 2025, the Marathon County Infrastructure Committee unanimously passed a motion requesting that the City of Wausau begin the process to vacate the right-of-way previously reserved for the proposed 28th Avenue realignment.

Should you have any questions regarding the project or need further clarification, please feel free to contact James Griesbach, Marathon County Highway Commissioner, at (715) 261-1801.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Leonhard", is positioned above the printed name.

Lance Leonhard
Administrator
Marathon County

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

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

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

Public Hearing regarding vacating and discontinuing a portion of the 28th Avenue Corridor Right-of-Way

Wesolowski explained that several parcels were purchased by Marathon County and dedicated as right-of-way for the realignment of 28th Avenue. Since the City is no longer pursuing realigning the corridor, the County has asked to vacate the right-of-way. The land would then revert back to Marathon County. Marathon County has expressed interest in selling the parcels if the vacation occurs. He is unfamiliar with Marathon County's process for selling land.

At this time, Henke opened the public hearing.

Roger Hanke, 2803 Apple Lane, Village of Maine, was told some of his land was designated for the corridor and he could not make any improvements, but he was not paid for the land. As far as he knows it is still his land, and he does not have to buy it back. He has a hunting app on his phone that does not show a corridor through his land but on the City map it does. On another note, he would like a sign installed at the intersection of Westwood and Highway U indicating the route to the hospital. 28th Ave is a dangerous road in the winter. It is narrow, there is no curb, no shoulder, and a deep ditch. Westwood is a safer route to the hospital.

Karen Singsheim, 5177 North 28th Ave, asked if the City will be redoing the existing 28th Avenue. She will have to see what happens with the wooded area around her friend's house. Her friend and his family have maintained that area for 60 years and his driveway goes through it.

There were no further comments, and the public hearing was closed.

Discussion and possible action on vacating and discontinuing a portion of the 28th Avenue Corridor Right-of-Way

Henke asked what the City's standard is for selling lots and if the neighboring lots get a first look at them. Lindman said the City establishes a minimum cost and then it is put out for public bid. Bids are opened by the Board of Public Works and then typically forwarded to Finance and then Council. Lindman does not know the County's process.

Wesolowski believes Hanke was confusing the vacation of right-of-way with amending the Official City Map. There isn't any right-of-way near his property, but the Official City Map does go through his parcel and does limit him from making improvements.

Neal moved to approve discontinuing that portion of the 28th Avenue corridor right-of-way. Seconded by Larson and the motion passed 5-0.



OFFICIAL MINUTES REGULAR MEETING

MEETING: Plan Commission
DATE/TIME: Tuesday, November 18, 2025 at 5:00 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Mayor Doug Diny (C) Eric Lindman
Sarah Watson Lou Larson
Andrew Brueggeman Bruce Bohlken
George Bornemann

Members Present: Doug Diny, Eric Lindman, Lou Larson, Sarah Watson, George Bornemann, Andrew Brueggeman, Bruce Bohlken

Members Not Present:

Members Excused:

Present 7, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:00 PM.

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

No public comment was given.

2 Consideration of the minutes of the preceding meeting(s).

September 16, 2025 Regular Plan Commission Minutes

Motion by Brueggeman, seconded by Bohlken, to approve the minutes from September 16, 2025. Motion carried unanimously, 7-0.

3 Public hearing.

4 Discussion and possible action.

- a. Discussion and possible action on vacating and discontinuing a portion of the 28th Avenue Corridor Right-of-Way

Motion by Brueggeman, seconded by Bornemann, to vacate and discontinue a portion of the 28th Avenue Corridor Right-of-way. Motion carried unanimously, 7-0.

- b. Discussion and possible action amending the Official City Map by removing lands - 28th Avenue Corridor Right-of-Way

Motion by Bruggeman, seconded by Bornemann to amend the Official City Map by removing lands-28th Avenue Corridor Right-of-Way. Motion carried unanimously, 7-0.

5 Discussion.

- a. Informational presentation to summarize City of Wausau for Older Adults Report 2025 prepared by the North Central Wisconsin Regional Planning Commission (NCWRPC)

Sam Wessel from North Central Wisconsin Regional Planning Commission gave a presentation on the City of Wausau Housing for Older Adults report. His presentation highlighted five recommendations in regard to housing for older adults:

1. Recruit developers who specialize in housing for older adults, especially continuum of care. Enable flexibility as demand shifts.
2. Work with healthcare systems, health organizations, schools, and workforce training/upskilling programs to address housing, care, and staffing needs.
3. Development transit, parks, outdoor facilities/amenities, and other public facilities.
4. Support the maintenance, rehabilitation, and upgrading of existing housing stock through City services along with aging-in-place and telehealth capabilities.
5. Identify and re-purpose vacant sites and structures.

6 Adjournment.

Motion by Bohlken, seconded by Brueggeman to adjourn. Motion carried. Meeting adjourned at 05:27 PM.



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



JOINT RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE AND PLAN COMMISSION

Amending the Official City Map by Removing Lands – 28th Avenue Corridor Right-of-Way.

Committee Action: I&F Approved 5-0
Plan Approved 7-0

Fiscal Impact: None

File Number: 03-0716

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Infrastructure and Facilities Committee held a public hearing on October 9, 2025 to consider the amendment to the Official City Map of the City of Wausau by removing from the Official City Map the 28th Avenue Corridor Right-of-Way; and

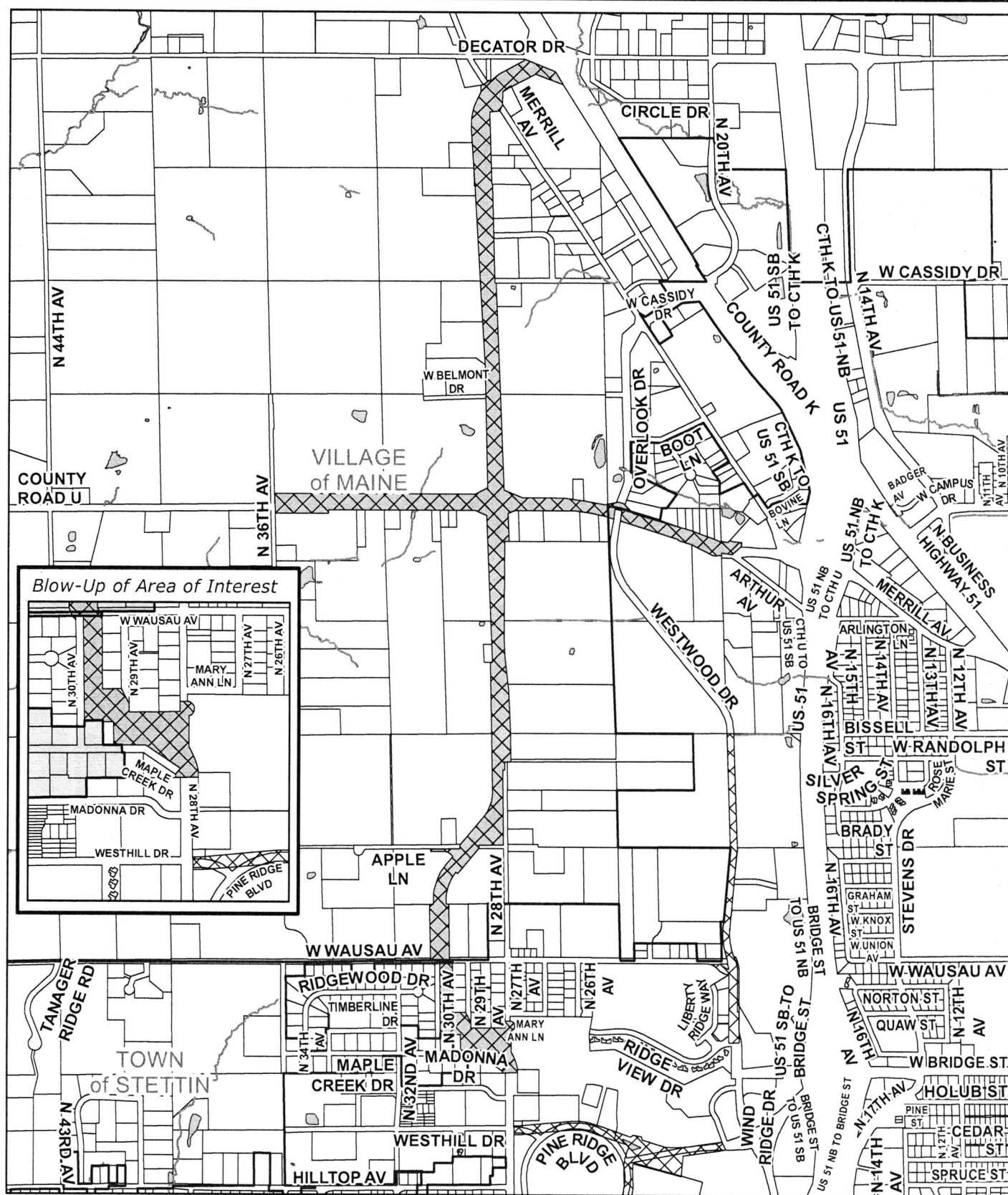
WHEREAS, the area to be removed is delineated as shown on Exhibit 1; and

WHEREAS, your Infrastructure and Facilities Committee and Plan Commission recommend this land be removed from the Official City Map.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the land which is shown on Exhibit 1 attached hereto and made a part hereof is hereby removed from the Official City Map of the City of Wausau and the Official City Map shall stand as amended and modified.

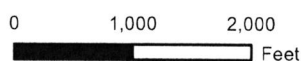
Approved:

Doug Diny, Mayor



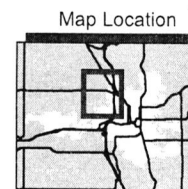
Map Date: August 26, 2025

City of Wausau
Marathon County Wisconsin



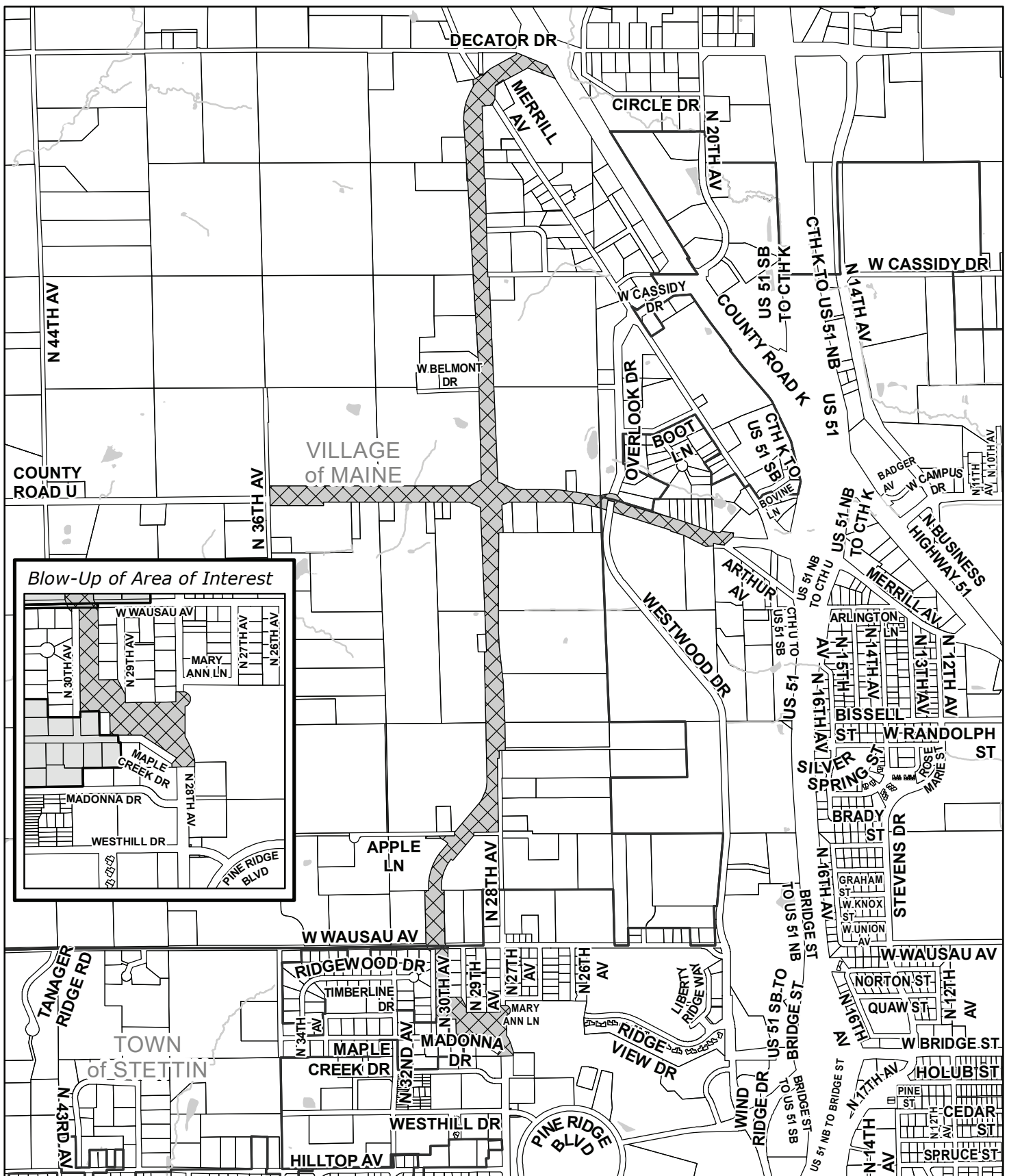
Legend

-  Official City Map (OCM)
 Proposed OCM Removal



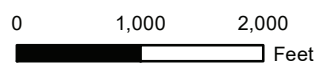
Part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, and part of the Southwest $\frac{1}{4}$, Section 15, part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, and part of the Southeast $\frac{1}{4}$, Section 16, part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, part of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, and part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 21, part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, and part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 22, part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 27, and part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 28, all in Township 29 North, Range 7 East, City of Wausau and Village of Maine, Marathon County, Wisconsin, described as follows:

All of the Official City Mapping described in the City of Wausau Common Council Resolution File No. 03-0716 introduced May 24, 2005, and described in the Corridor Map recorded as Document No. 1403003 in the Office of Register of Deeds for Marathon County, except those portions previously removed from the Official City Mapping by City of Wausau Common Council Resolution File No. 03-0716 introduced January 23, 2007, and by City of Wausau Common Council Resolution File No. 03-0716 introduced October 25, 2022 and recorded as Document No. 1872078 in the Office of Register of Deeds for Marathon County.



Map Date: September 11, 2025

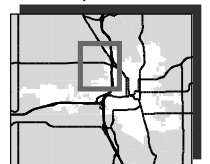
City of Wausau Marathon County Wisconsin



Legend

- Official City Map (OCM)
- Proposed OCM Removal

Map Location



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

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

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

Public Hearing regarding amending the Official City Map by removing lands – 28th Avenue Corridor Right-of-Way

Wesolowski explained that Official City Mapping lets people know that the municipality or County has a plan to build a roadway and it limits people from building new structures within the corridor. Since the County and the City are no longer going to build the realigned corridor, there is no reason to have it on the Official City Map. In most places the mapping was for widening the roadway, but in some places it went through properties. By removing the lands from the Official City Map, it will not prevent people from building new structures.

At this time, Henke opened the public hearing. No one appeared and the public hearing was closed.

Discussion and possible action amending the Official City Map by removing lands – 28th Avenue Corridor Right-of-Way

Larson moved to accept the amendment to remove the lands from the Official City Map. Neal seconded and the motion passed 5-0.

DRAFT

Agenda Item No.

5 & 6

STAFF REPORT TO INFRASTRUCTURE & FACILITIES

COMMITTEE – October 9, 2025

AGENDA ITEM
5 – Public Hearing regarding amending the Official City Map by removing lands – 28th Avenue Corridor Right-of-Way 6 – Discussion and possible action amending the Official City Map by removing lands – 28th Avenue Corridor Right-of-Way
BACKGROUND
Marathon County notified the City and Maine they do not intend to build the 28th Avenue corridor. The City mapped this in 2005 in support of the County. See attached map.
FISCAL IMPACT
None to the City.
STAFF RECOMMENDATION
Staff recommends approval contingent upon public comment.
Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE FINANCE COMMITTEE

Establishing the 2025 Property Tax Equivalent for Wausau Water Works.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-1121

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Wausau Water Works</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$1,590,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: Financed through user fees</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, Wisconsin 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 2026 budget that maintains the prior year tax equivalent revenue budget for the general fund in the amount of \$1,590,000 and wishes to establish the 2025 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 2026; and

NOWHERE 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 2025; and

BE IT FURTHER RESOLVED, that future tax equivalent will revert to the methodology established by Wisconsin Administrative Code, Section PSC 109.2.

Approved:

Doug Diny, Mayor

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving to Proceed with Wisconsin Economic Developing Corporation (WEDC) Certified Sites Program for Innovation Way-Business Campus.

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 25-1204

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount:</i> \$25,000 WEC Grant
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☒ No ☐	<i>Amount:</i> \$25,000
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the Wisconsin Economic Developing Corporation (WEDC) Certified Sites Program is a strategic economic development tool that certifies industrial ready sites in Wisconsin by ensuring a property meets rigorous standards around size, ownership, zoning, infrastructure, utilities, environmental readiness, and documentation; and

WHEREAS, the City proposes to certify a combined 99.5 acres on Innovation Way in the Business Campus and this site includes four City-owned parcels of which one was previously WEDC Certified; and

WHEREAS, the role of the City of Wausau is to provide due diligence in the form of site preparation including phase I environmental assessment, threatened/endangered species survey, archeological/historical investigation, geotechnical, and an ALTA Survey; and

WHEREAS, these services will be required to be performed by contractors of which WEDC will provide a grant to cover a portion of the total costs (50%); and

WHEREAS, the City will utilize TID 11 to cover the City's portion with an estimated total cost of \$50,000; and

WHEREAS, WEDC will provide worldwide marketing for the site through both online platforms, in-person meetings, and site selector events.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau approves proceeding with the Wisconsin Economic Development Corporation Certified Sites Program and authorizes the appropriate City Staff to engage with WEDC and contactors.

Approved:

Doug Diny, Mayor

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Authorizing a Partnership with Idaho Housing and Finance Association d/b/a Finally Home!® to Provide Homebuyer Education and Counseling Services.

Committee Action: Approved 5-0

Fiscal Impact:

File Number:	25-1203	Date Introduced:	December 9, 2025
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FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Community Development Block Grant</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: \$50 per program participant</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau administers a down payment assistance program funded through multiple sources, and program participants are required to complete homebuyer education and counseling as applicable; and

WHEREAS, to enhance service delivery and program consistency, the City has elected to partner with a qualified housing counseling agency to provide these services on its behalf, thereby eliminating the need for the City to maintain HUD Housing Counseling certification.

WHEREAS, Idaho Housing and Finance Association (IHFA) owns and operates the nationally recognized Finally Home!® program, a HUD-certified program that delivers homebuyer education and counseling in English and Spanish in accordance with national industry standards; and

WHEREAS, the partnership would make the service available through the City's dedicated partnership page, with Finally Home!® providing quarterly usage reports, issuing coupon codes for City program participants, and submitting a quarterly invoice to the City for participants who accessed the course using a City-issued coupon code; and

WHEREAS, the partnership would result in overall cost savings for the City's Community Development Block Grant program by removing the \$3,500 annual Counseling Management System fee and replacing it with a per-participant cost of \$50, which—based on the program's typical 20–30 clients

per year—would total well below the former expense; and

WHEREAS, the partnership remains budget neutral for the City, as all participant costs are covered through existing housing program and grant funds, with no impact on the City’s general fund; and

WHEREAS, staff recommends approval to establish this partnership to continue providing homebuyer education and counseling to City program participants;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau authorizes the City to establish a partnership with Idaho Housing and Finance Association d/b/a Finally Home!® to provide homebuyer education and counseling services and authorizes the appropriate city staff to execute any agreements or documents necessary to implement this partnership.

Approved:

Doug Diny, Mayor



OFFICIAL MINUTES REGULAR MEETING

MEETING: Economic Development Committee
DATE/TIME: Tuesday, December 2, 2025 at 5:30 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Carol Lukens (C) Chad Henke (VC)
Tom Neal Vicki Tierney
Terry Kilian

Members Present: Carol Lukens, Chad Henke, Tom Neal, Terry Kilian, Vicki Tierney
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:30 PM.

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

No public comment was given.

2 Consideration of the minutes of the preceding meeting(s).

November 4, 2025 Regular Economic Development Committee Minutes

Motion by Neal, seconded by Kilian, to approve minutes. Motion Carried 5-0.

3 Presentations.

Sam Wessel from North Central Wisconsin Regional Planning Commission presented updated findings on housing needs for older adults in Wausau and Marathon County. The presentation reviewed demographic trends, noting significant growth in residents aged 75+ and 85+ through 2050. Research shows older adults are staying in their homes longer, carrying more debt, and increasingly needing affordable rental options, independent living units, and long-term care.

Key challenges identified include affordability, a shortage of staffing in care facilities, rising construction costs, gaps in public assistance eligibility, and growing demand from rural areas. Opportunities include strong local amenities, walkability, healthcare access, and emerging trends in aging-in-place and multi-generational housing.

Projected demand includes:

- 636 additional owner-occupied homes by 2030
- 402 renter-occupied units by 2040 771 independent living units by 2040
- 545 long-term care beds by 2040

The group reviewed 2022 housing recommendations and presented new strategies focused

on recruiting older-adult housing developers, partnering with healthcare and workforce organizations, improving transit and public facilities, supporting rehabilitation and aging-in-place, and re-purposing vacant sites for future housing needs.

Neal asked whether there is research on how successful communities are addressing older adult housing needs. Wessel responded that he will look into this further to identify potential models the City could consider.

Tierney responded that while the need for this type of housing is clear, the City does not have the financial capacity to fund such developments, and staffing would be a significant challenge given current shortages. She noted that housing and care for older adults is extremely costly, with monthly elder care expenses reaching several thousand dollars, and many facilities no longer accepting Medicaid. Cost remains the most significant barrier.

Lukens expressed strong interest in the topic, noting its importance for community awareness. She asked whether the trends presented reflect broader patterns, and Wessel confirmed that they do.

- a. Informational presentation to summarize City of Wausau for Older Adults Report 2025 prepared by the North Central Wisconsin Regional Planning Commission (NCWRPC)

4 Discussion and possible action.

- a. Approve a Memorandum of Understanding (MOU) between the City of Wausau and Idaho Housing and Finance Association d/b/a Finally Home!® to establish a partnership for homebuyer education and counseling services.

Stratz presented a request to partner with Idaho Housing and Finance Association's Finally Home!® program to provide homebuyer education and counseling for Wausau residents. The City's current HUD-certified counseling program is fully funded by CDBG and faces capacity challenges due to staffing limits, extensive HUD compliance, and administrative requirements. Most clients request counseling solely to obtain a down payment assistance certificate just one to two weeks before closing, which creates tight timelines and limits meaningful engagement.

Finally Home! provides high-quality, bilingual education that meets National Industry Standards. The partnership would include a Wausau-specific portal, quarterly reporting, and coupon codes for City of Wausau program participants to access the education and counseling at no cost, with the City's Community Development Division billed for the use of coupon codes. The City would pay only \$50 per participant, generating overall program savings and eliminating the \$3,500 annual CMS expense. There is no cost to establish the partnership.

Kilian asked how the partnership would support the Hmong community, noting that the course is currently offered only in English and Spanish. Stratz explained that the City works closely with the Hmong American Center to ensure residents have access to needed resources. Graff added that while anyone may use the partnership portal for homebuyer education and counseling, only participants eligible for City of Wausau programs receive a coupon code to access the service at no cost. If an eligible participant requires interpretation, the City would arrange for an interpreter. Individuals who are not program-eligible and access the portal independently would be responsible for securing their own translation services.

Kilian noted she would be interested in knowing what this organization would do to accommodate alternate languages. Graff said she would ask the organization and report back.

Motion by Kilian, seconded by Neal, to approve partnership with Idaho Housing and Finance Association d/b/a Finally Home!. Motion Carried 5-0.

- b. Extending the life of Tax Increment District Number 7 for affordable housing.**

Gatterman reviewed options for TID 7. The District is scheduled to close but could be extended for one year (through 2027) for housing purposes, with 75% of the increment allocated to Affordable Housing. If an extension is approved, the city must adopt a resolution specifying the use of these funds by January 10, 2026. The three potential outcomes presented were:

1. **Close TID 7** – Approximately \$424,502 would be available for the operating budget (firefighters).
2. **Keep TID 7 open for affordable housing** – \$1,966,623 would be available for housing, with \$69,343 for the operating budget.
3. **Keep TID 7 open for affordable housing and authorize a one-time transfer from reserves** – \$355,158 could be used for the operating budget (firefighters), with funds for the 2028 and future budgets available when the TID closes. With state aids included, \$424,502 would be available for the 2027 operating budget and beyond.

Kilian stated she is not in support of extending the TID, noting that she contacted the DNR who shared several redevelopment funding sources the City could pursue for these projects. She also noted she spoke with a Congressional representative who also identified additional funding opportunities for non-industrial sites, including properties like Cleveland Avenue. She emphasized that the Staff should explore and present alternative funding sources rather than rely solely on TID.

Neal asked the Finance Director, Maryanne Groat, what the City might lose by extending the TID. Groat responded that she does not believe the City would lose anything by doing so and reiterated that housing—particularly affordable housing—remains a significant challenge for many communities.

Fifrick added that extending the TID would allow the City to use the funds more broadly throughout the community rather than be limited to the specific district.

Groat stated she's looking for guidance from the committee on priorities should the TID be extended, such as affordable housing, mixed-use development, and rehabilitation or expansion of the housing stock. She noted a list of potential goals could be developed.

Neal shared ongoing constituent concerns about the need for affordable housing, stating that the available \$2 million represents an important piece of the overall solution and he supports Option 3.

Henke made a motion to keep TID 7 open for one year for affordable housing purposes, consistent with Option 3, seconded by Neal.

Kilian clarified that her “no” vote on extending the TID does not reflect opposition to affordable housing efforts, but rather her interest in pursuing other funding sources that she believes are readily available.

Neal responded that approving the extension would not prevent the City from seeking other state or federal funding sources and that all available tools will be needed. Lukens agreed with Neal’s comments.

Gatterman added that TID funding is just one component of a broader capital stack and that staff consistently seek additional funding for demolition, cleanup, and redevelopment work.

Kilian emphasized that references should highlight a diverse range of funding sources rather than presenting TID as the primary option, ensuring its clear that reliance on TIF alone is not assumed when requesting extensions or other uses of public funds.

The motion carried 3–2, with Tierney and Kilian dissenting.

- c. Approval to Proceed with Wisconsin Economic Development Corporation Certified Sites Program

Gatterman presented the opportunity to certify roughly 99.5 acres on Innovation Way through the WEDC Certified Sites Program, which identifies industrial-ready properties that meet specific standards for size, zoning, utilities, infrastructure, environmental readiness, and documentation. The City will conduct required site preparation, including environmental assessments, archeological and historical reviews, geo-technical studies, and surveys, with total costs estimated at \$50,000. A new grant opportunity through WEDC provides funding to cover half of these expenses, with the City funding the remainder through TID 11. Additional mapping work will be completed internally, and WEDC will provide global promotion of the site. A Site Selector Company will visit Wausau on February 18, 2026, to evaluate the site and provide recommendations on marketing it to potential investors.

Motion by Neal to approve certified sites program, seconded by Kilian. Motioned Carried 5-0.

5 Discussion.

- a. Update on Commercial Rehabilitation Loan Program

At the November 2024 meeting, the Economic Development Committee approved updates to the Commercial Rehabilitation Loan program policy, authorizing staff to underwrite, approve or deny, and close applications, with semi-annual reporting to the Committee. No applications had been received prior to the first report.

In September 2025, staff received two applications, both of which were approved and closed on November 15, 2025. The first loan provided funding for façade improvements, signage, and parking lot upgrades, covering 9.5% of project costs. The second loan provided funding for exterior renovations, roof replacement, lighting, and awning updates, covering 30% of project costs.

The City currently has eight other loans in repayment: six are current, one is making interest-only payments, and one is severely delinquent, with late fees assessed and the Attorney's office involved in efforts to resolve.

6 Closed Session.

Adjourn to Closed Session pursuant to Wisconsin State Statute § 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session in regard to the sale of 424 Burns Street, Wausau.

Neal motioned to move to closed session, seconded by Kilian. Roll Call Vote. Motion Carried 5-0.

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

Meeting adjourned in Closed Session.

7 Adjournment.

Neal motioned to adjourn, seconded by Tierny. Motion carried 5-0.
Meeting adjourned at 7:26 PM.



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





DATE: November 4, 2025
TO: Economic Development Committee
SUBJECT: Approval of a Memorandum of Understanding Between Idaho Housing and Finance Association d/b/a Finally Home!® & City of Wausau, Development Department

PURPOSE

To request approval to establish a partnership with, Idaho Housing and Finance Association d/b/a [Finally Home!®](#) to provide homebuyer education and counseling services to Wausau area residents.

BACKGROUND

The City of Wausau became a HUD Certified Housing Counseling Agency after a local nonprofit that formerly partnered with the City to provide homebuyer education and counseling for down payment assistance clients discontinued services locally. This ensured program participants could continue receiving these resources locally and at no cost.

The program operates solely with CDBG funds and receives no additional financial support. HUD requires certified agencies to counsel at least 30 clients annually to maintain certification. To qualify for housing counseling specific funding, the City would need to expand program capacity, which is challenging two staff members, one of whom is HUD-certified.

Furthermore, HUD compliance requirements are extensive. Client files must remain open for 60 days post-session for follow-up. Most clients seek counseling only to obtain a certificate for a substantial down payment assistance grant, often requesting sessions within 15 days of closing. This creates time constraints and limits meaningful engagement.

Counselors must also complete 30 hours of continuing education every three years, and HUD requires use of a Counseling Management System, adding administrative burden, reporting, and audit requirements.

[Finally Home!®](#) is a nationally recognized program operated by Idaho Housing and Finance Association. It aligns with the City's housing goals through high-quality, accessible education. It also meets national industry standards, is regularly updated, and is available in both English and Spanish.

Through this partnership, [Finally Home!®](#) would:

- Create a dedicated partnership page for Wausau clients,
- Provide quarterly usage reports, and
- Issue coupon codes for City program participants and invoice quarterly.

FISCAL IMPACT

There is no cost to establish or maintain the partnership. The City would pay only for eligible program participants, resulting in **cost savings** to the CDBG program. Eliminating direct counseling operations removes the \$3,500 annual cost of the Counseling Management System and reduces staff time on HUD compliance, allowing reallocation to other priorities..

Future costs would be \$50 per participant; with typical participation of 20–30 clients per year, this remains well below the 70-client break-even point.

RECOMMENDATION

Staff recommends approval to establish a partnership with Idaho Housing and Finance Association d/b/a [Finally Home!®](#) to provide homebuyer education and counseling for City of Wausau housing program participants.



Finally Home!: An In Depth Look



Finally Home!®

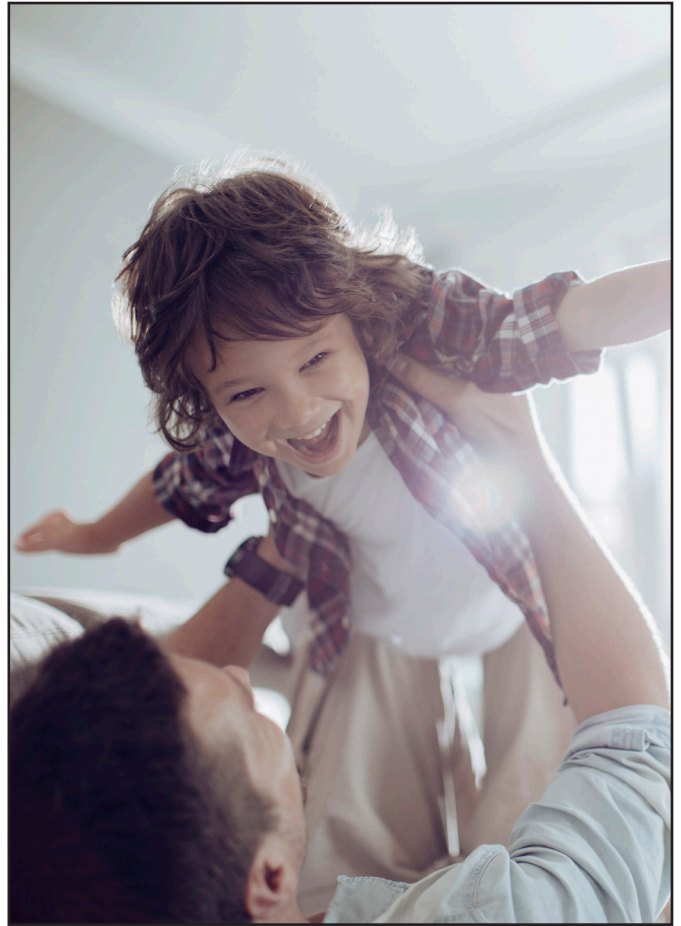
Homebuyer Education Features

- Interchangeable **English-to-Spanish** content.
- Each student is provided with a **complimentary text-book** that can be used as a reference for the buyer throughout the home-buying process and into home-ownership. This is provided in print or electronic formats, but is not necessary to complete the course.
- **Chat tool** that is monitored by HUD-certified housing counselors. If at anytime during the course the student has questions or needs assistance, they can reach out using the chat feature.
- **Certificate available** upon completion provided by a HUD-approved housing counseling agency.
- HUD-certified counselors provide program support.
- Curriculum is **regularly reviewed and updated**.
- The course is fun and interactive.
- **Section and chapter quizzes** help the student assess their knowledge and ensure participants are engaged during the course.

Homebuyer Education Benefits

Completion of the course may provide borrowers value-added incentives such as:

- Down payment and closing cost assistance.
- Programs that accept higher debt ratios.
- Lower mortgage insurance premiums.
- Using a forgivable loan at closing.
- **Free housing advice for the life of the loan.**



The Fantastic FOUR

- **FLEXIBLE.** The **desktop and mobile-friendly course is available online** so that borrowers can log in and work at their own pace.
- **FRIENDLY.** Customer support is available to answer questions and troubleshoot any technical issues for borrowers and our partner organizations Monday through Friday from **7:30 a.m. to 5:00 p.m. MT** by **phone, chat, and email.** **8:30 am - 6:00 PM CST**
- **FRESH.** In addition to the pre-purchase content, **graduates have free access to post-purchase education** through our Finally Home! Homeowner's Toolkit. This includes fresh information about preventing delinquency, preparing for natural disasters, home maintenance, and much more.
- **FOREVER.** We offer **free personalized life-of-loan counseling and referrals** to those who seek unbiased advice about buying or staying in their homes.

History

The program was created more than 25 years ago to empower first-time buyers, help them navigate the home-buying process, and become successful homeowners. The original curriculum was created by IHFA in consortium with several other organizations and industry experts. After many hours of volunteer time and the input of a diverse group of people and organizations throughout the state, Finally Home! was created and the homebuyer education program became a reality.



The original program launched in 1999, and is offered at class sites across Idaho on a monthly basis. In 2004, the first online version of the Finally Home! course was introduced. The online course was originally developed to provide education to those living in rural areas that were too far from live class sites. With the advancement of technology and the increased demand for online education, the online course has been revamped and modernized into its current program. **Finally Home! online, now offers homebuyers NATIONWIDE** the ability to take a comprehensive homebuyer education program. This industry-leading online course is ideal for **ALL** first-time homebuyers.

The online program was designed by, and is administered by, Idaho Housing and Finance Association (IHFA). IHFA is the state housing and finance agency in Idaho and has been a HUD-approved housing counseling agency for many years. IHFA is unique in that, not only do we sub-grant HUD-housing counseling funds, we are also a direct housing counseling provider with multiple housing counselors on staff. Finally Home! support staff are HUD-certified counselors who can provide both technical assistance and/or counseling assistance, when needed.

Finally Home! exceeds the National Industry Standards for Homeownership Education and Counseling and is regularly reviewed for accuracy and changes in this fluid housing market. IHFA has adopted the National Industry Standards.

Housing Counseling

The Finally Home! program offers students the opportunity to connect with a HUD-certified counselor. We have different means for this:

1. During the course, we ask students if they would like to be connected to a counselor to learn more and potentially receive one-on-one pre-purchase counseling. If they select yes, the system sends our counseling staff a message and a counselor **will reach out to the person within twenty-four hours**. If the student determines they would like counseling services, we either provide it to them or give them the option to contact a local HUD-approved housing counseling office in their area. If they choose an office in their area, we provide them with a list of agencies they can contact.

2. **We have the ability to place a one-on-one counseling requirement within the system**. For this workflow students working with an agency that requires counseling are prompted to reach out to complete their one-on-one counseling component. Upon completion, students will receive a Finally Home! certificate of completion as well as a counseling certificate. This workflow can be set up for any HUD-approved housing counseling agency that would like to collaborate with us. If you would like Finally Home! to provide the counseling we can do that too.

3. During the course, we provide a section specific to housing counseling. This section covers the types of services that are available, as well as how counseling may benefit the client now or in the future. We provide resources to find local HUD-approved offices.

4. Since IHFA provides all types of housing counseling services, **we are able to promote life-of-loan counseling for anyone taking the Finally Home! course**. If a student needs pre-purchase one-on-one counseling, we are able to provide that service. If that same student comes back anytime in the future and needs some other form of housing counseling services, our counselors are here to assist.

Course Length

The Finally Home! course curriculum was originally designed for a live class lasting eight hours. In 2012, we did significant research on **class length and determined that six hours was sufficient for our live classes to cover all material in the textbook and cover all criteria outlined in the National Industry Standards for Homeownership Education Guidelines.** The curriculum used in our live classes is the same as the one used for Finally Home! online.

We have conducted in-house time studies on the Finally Home! online course and have determined that the class should take a student six hours to complete. **We still have an optional eight hour counseling component for those who require it. This workflow will ensure that the partner's clients reach the 8-hour education and/or counseling requirement. (See #2 under Housing Counseling.)**

Homeowner Education

The benefits keep coming even after borrower's become homeowners. Graduates of the course gain free access to our Homeowner's Toolkit, which is frequently updated with real-world tips for home maintenance, refinance, insurance, budgeting, and much more. **See toolkit details [here](#).**

Financial Basics

Finally Home! students can dive deep into our **free financial literacy in preparation for purchasing, or wherever they are on their financial journey.** This course expands on certain subjects covered in Homebuyer Education, as well as topics like taxes, insurance, and retirement. **See Financial Basics details [here](#).**



See for yourself

To access the course:

1. Go to finallyhome.org.
2. Select Register.
3. Select your state and follow the prompts.
4. At the shopping cart there will be a box that reads, "Apply Referral or Gift Code".

5. ~~Enter code 123456789~~
6. Hit apply and proceed to checkout.

Please note that the coupon code can be used five times. Multiple reviewers may access the course simultaneously.



Videos

This [video](#) geared toward lending and REALTOR® partners gives a nice overview of the program.

[Video](#) introduction for students, also located on landing page of our website.

Memorandum of Understanding Between
Idaho Housing and Finance Association d/b/a Finally Home!®
&
City of Wausau, Development Department

This Memorandum of Understanding (MOU) describes and confirms an agreement (“Agreement”) which is entered into this ____ day of ____, **2025** (“Effective Date”), by and between **IDAHO HOUSING AND FINANCE ASSOCIATION** (“IHFA”), an independent public body corporate and politic of the State of Idaho, doing business as **Finally Home!®**, having its principal business address at 565 W Myrtle Street, Boise, Idaho 83702-7675 and **CITY OF WAUSAU** (“CITY”), a municipal corporation and separate body corporate and politic, having a principal address of 407 Grant Street, Wausau, WI 54403.

The purpose of this Agreement is to formalize and set forth the terms and understanding between IHFA and CITY for providing Finally Home! Homebuyer Education as well as pre-purchase one-on-one housing counseling, only so long as and for a period for which grant funds are available to IHFA to cover the costs of pre-purchase housing counseling.

WHEREAS, to enhance program consistency and support homebuyers, CITY desires to partner with a HUD-approved housing counseling agency to provide online homebuyer education; clients required by CITY to also complete pre-purchase housing counseling may choose also to participate in housing counseling provided by IHFA, so long as grant funds are available to IHFA, thus eliminating the need for the City to maintain HUD Housing Counseling certification; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. DEFINITIONS

Idaho Housing and Finance Association (IHFA) – an independent public body corporate and politic of the State of Idaho, and HUD-approved housing counseling agency that offers homebuyer education and housing counseling to homebuyers through their Finally Home! Education and Counseling program.

Finally Home! a trademark registered by IHFA – program owned and operated by IHFA to provide homebuyer education.

2. PURPOSE

The purpose of this Agreement is to formalize and set forth the terms and understanding between IHFA and CITY for providing Finally Home! Homebuyer Education as well as pre-purchase one-on-one housing counseling, only so long as and for a period for which grant funds are available to IHFA to cover the costs of pre-purchase housing counseling.

3. OBLIGATIONS OF THE PARTIES

a. City Responsibilities

- (i) CITY acknowledges that it will use IHFA’s online homebuyer education platform and that the Finally Home! program, as a whole, explicitly belongs to and is operated by IHFA.
- (ii) CITY will use the provided product/partner specific URL in order to market the program to potential class participants.

- (iii) CITY will use the Finally Home! Promotional Toolkit provided by Finally Home! in its marketing efforts. All marketing of the program must include either the Finally Home! logo or be attributed to Finally Home!.
- (iv) CITY acknowledges that IHFA makes every effort to provide accurate and complete information through the Finally Home! Homebuyer Education Program and that Finally Home! assumes no liability for the accuracy, completeness, or usefulness of any information, product, resource or process disclosed within the course or by its instructors, counselors, or staff.
- (v) CITY acknowledges that class participants will pay \$70 per online registration for Finally Home! Homebuyer Education directly to IHFA through the Finally Home! platform. Finally Home! may from time to time, in its sole discretion, offer promotional pricing without notice to CITY.
- (vi) CITY, at its sole option, may purchase coupon codes to cover the cost of the course for class participants who use the code while registering for the course online. The price of each coupon code, for use by one participant, for Finally Home! Homebuyer Education is \$50.
- (vii) CITY, as it determines that its program applicants require housing counseling in addition to Homebuyer Education, may, at its sole option, refer eligible applicants to IHFA for pre-purchase housing counseling. Program applicants will need to complete Finally Home! Homebuyer Education prior to beginning pre-purchase one-on-one housing counseling services. CITY acknowledges, however, that the continuation of this service (one-on-one, pre-purchase housing counseling), free of charge to the class participant and at no cost to the CITY, is contingent upon the availability of grant funding and that in the event such funding is reduced, suspended, or terminated, IHFA will no longer be required to offer this housing counseling service.

b. IHFA Responsibilities

(i) IHFA agrees to provide the following:

- a. Online homebuyer education through its Finally Home! Homebuyer Education Program;
 - b. Partnership page through which CITY class participants can register directly online. This page is template based but will include customized text from CITY. The partnership page is hosted and managed by IHFA and can be accessed at <https://finallyhome.org/partners/wausauwi/>; (Activated Upon Signed MOU)
 - c. Customer service support to class participants/borrowers via email, chat, and phone;
 - d. Pre-purchase housing counseling services to eligible participants contingent upon availability of funding.
- (ii)** IHFA periodically upgrades the online course. Finally Home! will make every effort possible to provide uninterrupted service during upgrades. It is, however, understood that interruption may occur from time to time.
- (iii)** IHFA shall provide CITY with a quarterly report for all class participants who accessed and paid for the Finally Home! Homebuyer Education course through the affiliated partnership page and or for those who used a CITY-issued coupon code to purchase the course. The report will include name, address, and email address. The quarterly reporting shall begin in the fourth month, following the first quarter the Agreement is in effect.
- (iv)** The provision of housing counseling services by IHFA to any CITY program participant is contingent upon the availability of funding for such purpose. In the event that such funding is reduced, suspended or terminated, IHFA reserves the right to suspend or terminate the provision of housing counseling services to CITY program participants. IHFA agrees to provide written notice 30 days in advance of the date that the IHFA's proposed action will become effective. IHFA will thereafter

have no further obligation to provide pre-purchased housing counseling services free of charge to CITY program participants. that such funding is reduced, suspended or terminated, IHFA reserves the right to suspend or terminate the provision of housing counseling services to CITY program participants. IHFA agrees to provide written notice 30 days in advance of the date that the IHFA's proposed action will become effective. IHFA will thereafter have no further obligation to provide pre-purchase housing counseling services free of charge to CITY program participants.

4. TERM

This Agreement shall commence on the Effective Date and shall continue in effect indefinitely unless and until terminated by either party upon thirty (30) days' prior written notice to the other party. The parties acknowledge and agree that the terms of this Agreement may be renegotiated at any time upon mutual written consent, including, but not limited to, instances where there is a reduction, suspension, or loss of funding associated with the services contemplated herein.

5. INVOICING AND PAYMENTS

Participants who access the partnership page without registering as part of a City program will pay the standard \$70 course fee directly to IHFA at registration. Participants completing the course as a requirement of a City program will receive a discount coupon that allows them to register at no cost. IHFA will invoice the City of Wausau for all students that registered and paid for the course using the coupon code assigned to City of Wausau, Development Department on a quarterly basis. The first invoice will be issued in the month following the first quarter this Agreement is in effect. Invoiced amounts will be due and payable within 30 days of receipt by CITY and shall be accompanied by the quarterly reports verifying the number of coupon codes used for that quarter.

Invoices will be paid by check made payable to:

Idaho Housing and Finance Association

Attn: Finally Home! | PO Box 7899 | Boise, ID 83707-1899

6. ENTIRE AGREEMENT

This Agreement and Attachment A hereto, taken together, constitute and contain the entire agreement of the parties and supersede any and all prior agreements, negotiations, correspondence, understanding, and communications between the parties, whether written or oral, respecting the subject matter hereof. Changes, amendments, or addendums may only be made with the written mutual consent of both parties.

7. SEVERABILITY

If, for any reason, a court or other body of competent jurisdiction finds, or the parties mutually believe, any provision of this agreement or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible and the remainder of this agreement will continue in full force and effect if the resulting agreement affects the original intent of the parties. The parties shall negotiate in good faith toward an enforceable substitute provision that most nearly achieves the intent and effect of the invalid or unenforceable provision.

8. ASSIGNMENT

Neither this agreement, nor any rights or obligations hereunder, may be assigned by either of the parties hereto, voluntarily or by operation of law, to any third party without prior written consent of the other party hereto. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

9. AMENDMENT

This agreement may not be amended, except upon the written agreement of both parties.

10. FORCE MAJEURE

Except with respect to the payment of money, neither party will be liable or responsible in any manner to the other for failure or delay to fulfill any of its obligations under this agreement when the failure delay is due to fires, strikes, acts of God, legal acts of public authorities, delays or default caused by the fault of public carriers, or for any other cause which cannot be reasonably forecasted or provided against. However, any negligence including gross negligence by either party is considered reasonably forecasted for purpose of this section. Such negligence by either party does not exclude liability of that

11. MUTUAL INDEMNIFICATION AGREEMENT

The parties hereby agree to indemnify and hold each other, their members officers, directors and employees, harmless for all third- party losses, damages, liabilities, obligations, judgements, causes of action, costs, and expenses (including reasonable attorney fees) arising directly or indirectly out of this agreement. Except for damages arising from a party's gross negligence, willful misconduct, or indemnification obligations, neither party shall be liable to the other party whether in contract, tort (including negligence), warranty or otherwise, for any indirect, incidental, special, consequential, exemplary or punitive third-party damages (including, without limitation, loss of profits), arising out of or relating to this agreement.

12. NOTICES

All notices required to be made under this agreement will be sent via certified or registered mail, or competent overnight courier, return receipt requested, to the following address listed at the top of the agreement. Such notices shall be deemed effective when received, or if not received by reason of some fault of the addressee, when tendered.

This Agreement is effective upon the date first above written.

Mayor Doug Diny, City of Wausau

Date

Clerk Kaitlyn Bernarde, City of Wausau

Date

Representative, IFHA

Date

RESOLUTION OF THE FINANCE COMMITTEE

Adopting 2025 Budget Modification for City Attorney Legal Fees and Authorization for Payment of Legal Fees Billed by Attolles Law.

Committee Action: Approved 5-0

Fiscal Impact: \$120,500 for budget modification plus \$14,595.00 for Attolles invoices

File Number: 24-1109T

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Personnel Savings within the City Attorney Budget</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$120,500 + \$14,595.00 from the Insurance Fund</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the Common Council approved a budget modification of \$140,000 for legal fee expense on July 8, 2025, and the City of Wausau has since incurred additional legal fees for work performed through October for a variety of lawsuits and legal expense not anticipated at the last budget modification, and has exceeded its approved budget for outside legal services through September by \$43,460; and

WHEREAS, invoices for the engagement of a contracted municipal court prosecutor are paid from the legal budget rather than personnel expense; and

WHEREAS, the cost of this annual engagement through October, in an amount of \$123,440, has exceeded the legal office's budgeted legal fees of \$70,000 for 2025 alone; and

WHEREAS, unanticipated legal expense, not due to litigation, incurred through October, now totals \$163,412.42; and

WHEREAS, three invoices from Attolles Law for March, April, and May, presented to the Attorney's Office on November 17 for payment, in the amount of \$14,595.00, require payment, but approval from the Council; and

WHEREAS, the vacant two assistant city attorney positions have resulted in significant savings during the year; and

WHEREAS, your legal office requests an additional \$120,500 be reallocated from personnel

expense to legal expense; and that the \$14,595.00 firm invoices be paid from the Insurance Fund Budget.

WHEREAS, your Finance Committee, at their November 25, 2025 meeting, reviewed and recommended the proposed budget modification and payment of the invoices from Attolles Law.

*Fund	*Cost Center	Spend Category	Debit Amount	Credit Amount
101 General Fund	51301 City Attorney	51541 Dental Insurance	\$0.00	\$900.00
101 General Fund	51301 City Attorney	51520 Retirement Employers Share	\$0.00	\$5,100.00
101 General Fund	51301 City Attorney	51510 Social Security	\$0.00	\$5,600.00
101 General Fund	51301 City Attorney	52120 Legal Services	\$120,500.00	\$0.00
101 General Fund	51301 City Attorney	51111 Salaries and Wages	\$0.00	\$74,200.00
101 General Fund	51301 City Attorney	51593 Health Insurance	\$0.00	\$34,700.00

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized and directed to modify the 2025 Budget as proposed herein, and that the unpaid outstanding invoices of Attolles Law for March-May of 2025, in the total amount of \$14,595.00, are hereby authorized to be paid from the Insurance Fund.

Approved:

Doug Diny, Mayor



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: November 19, 2025
Re: 2025 Budget Modification for City Attorney Legal Fees

Purpose:

To approve a budget modification to those funds budgeted for legal fee expense and authorize payment of unpaid legal fees.

Background:

The 2025 approved budget allocated **\$70,000** for Legal Fees. That budget was exceeded by \$37,219.00 through the May billing.

The Council approved a 2025 Budget Modification on July 8, 2025, in the amount of \$140,000, through personnel savings within the City Attorney budget. By the end of September, the additional budget was exceeded by \$43,460.

The proposed 2026 Budget freezes one of two full-time assistant city attorney positions, and there remains an open recruitment for one position since October 5, 2025.

- I. There are three general areas which contribute to the unexpected expense.
 1. Contracted Municipal Prosecutor. Our municipal court prosecutor is a professional service contracted with a private local firm. Therefore, his hourly rate is not classified as personnel expense, but as contracted legal fees.

From the attached chart (Attachment A), you will note that the one-year agreement from 11/14/24 – 11/14/25, accounts for fees *billed through October 31, 2025 (two weeks short of one year)* and totals **\$123,440**. This represents approximately 30% of the time of a full time assistant. A full-time assistant position is currently posted with a salary range between **\$83,304.00** and **\$117,448.80**. Both positions have remained vacant since July and November of 2024. For the renewal term, services will continue to be billed at an hourly rate, not to exceed \$9,500 per month, for a cap of \$114,000, with the ability for both parties to terminate the engagement during the term.

2. Unanticipated Legal Expense. These fees were incurred in relation to handling the critical incident relating to the removal of the ballot drop box, an investigation into the City Attorney and Finance Director in relation to a citizen verified complaint, representation of the Ethics Board in a citizen complaint against the Mayor, a separate investigation into a delayed response to an open record request, as the second count of the citizen verified complaint, and an investigation of the City Attorney (see Attachment B). Those fees now incurred total **\$163,412.42**. The invoices billed by Attolles Law for Attorney Malia Malone, in March, April and May, but submitted to the Attorney's Office on November 17, in the amount of **\$14,595.00**, will need to be authorized by Council for payment, since the City Attorney did not engage or authorize this attorney, nor were fees provided in the budget for this matter.
3. Outside Legal Fees. As of this date, and with the exception of PFAS related multi-district litigation, the City has 5 suits pending. I am the attorney of record on one, and 3 have insurance designated counsel (2 different insurance companies). For the two defended by CVMIC, the self insured retention amount is paid from the insurance fund. The one defended by Transit Mutual is paid in full by Transit Mutual.

II. Explained a different way, here are incurred, but unpaid invoices:

Budget exceeded	\$43,460.00
-----------------	-------------

October invoices:

- | | |
|---|-------------|
| • Buelow and Vetter (October invoice) | \$ 3,391.50 |
| • Quarles & Brady (MBX purchase) | 625.00 |
| • Davczyk & Varline (Oct. prosecution) | 7,300.00 |
| • Davczyk & Varline (Oct. Greenwood Hills) | 292.50 |
| • Quarles & Brady (Oct. – Foundry Bond) | 1,417.00 |
| • Quarles & Brady (Cleveland environmental) | 1,758.50 |
| • Crivello, Nichols & Hall (October Ethics hearing) | 19,508.00 |

	34,292.50
• Municipal Court Prosecution (Nov. and Dec.)	17,000.00
• Buelow and Vetter (Nov. and Dec.)	10,000.00
• Attolles Law (March, April, May 2025 – investigation of second count of Keene Winters’ verified complaint	14,595.00
TOTAL	\$ 119,347.50

III. Estimated Expense through 2025

Of the two remaining suits, the fees for which are paid by the outside legal services account, one is handled by me and one is handled by Davczyk & Varline.

Given an average monthly invoice on the Greenwood Hills case, I would estimate fees for November and December not to exceed a total of \$1,000.

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE DATE</u>	<u>ENTERED DATE</u>	<u>AMOUNT</u>
Legal Services	Davczyk-Greenwood Hills suit	07/31/2025	08/19/2025	\$ 1,150.50
	Davczyk-Greenwood Hills suit	08/31/2025	09/16/2025	\$ 429.00
	Davczyk-Greenwood Hills suit	09/30/2025	10/15/2025	\$ 78.25
	Davczyk-Greenwood Hills suit	10/31/2025	11/19/2025	\$ 292.50

Recommendation:

It is recommended that the budget modification of \$120,500 be made from personnel savings and used to pay outstanding and anticipated legal fees, and that the outstanding fees of Attolles Law be authorized for payment by the Common Council.

DAVCZYK & VARLINE INVOICES FOR MUNICIPAL PROSECUTION			
DATE OF SERVICE	INVOICE AMOUNT	TOTAL	
11/14/24-11/29/24	\$ 9,080.00	\$ 9,080.00	
12/03/24-12/27/24	\$ 9,440.00	\$ 18,520.00	
01/03/25-01/30/25	\$ 10,840.00	\$ 29,360.00	
02/03/25-02/28/25	\$ 11,660.00	\$ 41,020.00	
03/03/25-03/29/25	\$ 9,760.00	\$ 50,780.00	
04/01/25-04/30/25	\$ 7,660.00	\$ 58,440.00	
05/01/25-05/31/25	\$ 17,420.00	\$ 75,860.00	
6/1/25-6/30/25	\$ 15,920.00	\$ 91,780.00	
7/1/25-7/31/25	\$ 10,080.00	\$ 101,860.00	
8/1/25-8/29/25	\$ 4,820.00	\$ 106,680.00	
9/2/25-9/25/25	\$ 9,460.00	\$ 116,140.00	
10/1/25-10/31/25	\$ 7,300.00	\$ 123,440.00	

UNANTICIPATED LEGAL FEES						
CRIVELLO						
Sam Hall	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL	
	10/31/2024	CVMIC	Drop box (DOJ)	\$10,625.00	\$10,625.00	
	12/12/2024	Attorney	Drop box (DOJ)	\$1,275.00	\$11,900.00	
	01/21/2025	Attorney	WEC	\$275.00	\$12,175.00	Filed by Steve and Marie Schmidt
	07/22/2025	Attorney	Ethics Board	\$1,500.00	\$13,675.00	
	08/13/2025	Attorney	Ethics Board	\$8,121.61	\$21,796.61	
	09/29/2025	Attorney	Ethics Board	\$1,725.00	\$23,521.61	
	10/24/2025	Attorney	Ethics Board	\$6,075.00	\$29,596.61	
	11/13/2025	Attorney	Ethics Board	\$19,508.00	\$49,104.61	
BUELOW VETTER						
Brian Waterman	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL	
	01/08/2025	Mayor	Verified complaint (count one)	\$4,092.00	\$4,092.00	Filed by Keene Winters
	02/07/2025	Mayor	Verified complaint	\$899.00	\$4,991.00	
	03/04/2025	Attorney	Council	\$279.00	\$5,270.00	
MUNICIPAL LAW & LITIGATION						
Eric Larson	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL	
	03/19/2025	Attorney	Ethics Board	\$9,505.00	\$9,505.00	Citizen Complaint
	04/17/2025	Attorney	Ethics Board	\$4,435.00	\$13,940.00	
	04/28/2025	Attorney	Ethics Board	\$275.00	\$14,215.00	
	05/23/2025	Attorney	Ethics Board	\$5,800.00	\$20,015.00	
	06/24/2025	Attorney	Ethics Board	\$1,320.00	\$21,335.00	
	07/17/2025	Attorney	Ethics Board	\$1,465.00	\$22,800.00	
	08/18/2025	Attorney	Ethics Board	\$7,727.50	\$30,527.50	
	09/19/2025	Attorney	Ethics Board	\$7,315.00	\$37,842.50	
	10/28/2025	Attorney	Ethics Board	\$11,720.00	\$49,562.50	
ATTOLLES						
Malia Malone	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL	
			Verified Complaint		* \$14,595.00	Keene Winters
			ORR portion (count two)			
Andy Phillips	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL	
	11/05/2024	Mayor	Investigation of City Attorney	\$2,842.00	\$2,842.00	
MEISSNER TIERNEY FISHER						
& NICHOLS - Pam Tillman	DATE	PAID BY	SUBJECT	AMOUNT	TOTAL	
	06/12/2025	Attorney	Harassment Investigation	\$5,043.00	\$5,043.00	
	07/10/2025	Attorney	Harassment Investigation	\$15,438.56	\$20,481.56	
	08/11/2025	Attorney	Harassment Investigation	\$6,809.54	\$27,291.10	
	09/12/2025	Attorney	Harassment Investigation	\$3,808.71	\$31,099.81	
	10/09/2025	Attorney	Harassment Investigation	\$10,938.50	\$42,038.31	
			GRAND TOTAL		\$163,412.42	
11/18/2025 *incurred but not yet paid						

CONFIRMATION OF APPOINTMENTS	
Confirmation of Appointments of Election Officials.	
File Number: 15-1203	Date Introduced: December 9, 2025

RESOLUTION

WHEREAS, pursuant to Section 7.30(4)(a) of the Wisconsin Statutes, the governing body of the city must appoint necessary election officials for polling sites no later than the last regular meeting in December of each odd numbered year; and

WHEREAS, pursuant to Section 7.30(4)(b), the two dominant political parties are responsible for submitting a list of names from which election officials are appointed by no later than November 30 of each odd numbered year, and

WHEREAS, pursuant to Section 7.30(2)(c), if the lists are insufficient or not submitted, the municipality shall nominate other qualified persons whose names have not been submitted by the political parties; and

WHEREAS, members have been appointed whose names appear on the list submitted by the Marathon County Democratic Party Chairperson by the deadline, and

WHEREAS, members have been appointed whose names appear on the list submitted by the Marathon County Republican Party Chairperson by the deadline.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the list of qualified persons attached hereto and made part of this resolution be hereby appointed to serve as election officials in and for the City of Wausau for a term to expire on December 31, 2027.

Approved:

Doug Diny, Mayor

2025 Election Official Appointments

2026-2028 Election Cycle

First Name	Last Name	Address	Political Affiliation
Karen	Abadeer	1303 W Wausau Avenue, Wausau, WI 54401	Republican
David	Ackerman	116 S 36th Avenue, Wausau, WI 54403	Republican
Myrian	Aguirre	221 Scott St, Apt 424, Wausau, WI 54403	Unaffiliated
Terese	Alcantara	914 McIndoe St, Wausau, WI 54403	Unaffiliated
Bette	Arends	165402 County Hwy Z, Wausau, WI 54403	Unaffiliated
James	Ascher	815 Sturgeon Eddy Rd, Wausau, WI 54403	Republican
Mike	Baker	3308 Springdale Avenue, Wausau, WI 54401	Republican
Gayle	Baumann	810 N 8th Avenue, Wausau, WI 54401	Unaffiliated
Sandy	Bautsch	1777 Mulligan Drive, Wausau, WI 54403	Republican
Monette	Bebow-Reinhard	1410 Emter Street, Wausau, WI 54401	Democratic
Bruce	Bohlken	409 Ross Avenue, Wausau, WI 54403	Unaffiliated
Michael	Borski	3308 Springdale Avenue, Wausau, WI 54401	Republican
Debra	Bouche	309 S 66th Avenue, Wausau, WI 54401	Republican
Sherry	Brace	925 N 9th Avenue, Wausau, WI 54401	Unaffiliated
Kim	Bray	3111 N 12th Street, Wausau, WI 54403	Republican
Julie	Brezovar	1232 S 10th Avenue, Wausau, WI 54401	Unaffiliated
Karen	Briggs	154 Eau Claire Blvd, Wausau, WI 54403	Unaffiliated
Allen	Brown	1416 Stark St, Wausau, WI 54403	Republican
Jan	Brown	1416 Stark St, Wausau, WI 54403	Republican
Kurt	Buehler	6712 Morgan Creek Dr, Wausau, WI 54403	Republican
Mary	Burgoyne	3307 Springdale Avenue, Wausau, WI 54401	Unaffiliated
Tom	Burhans	4004 Sweet Water Lane, Wausau, WI 54401	Republican
Laura	Carlson	3401 N 10th Street, Wausau, WI 54403	Democratic
Deb	Champan	1206 Arthur St, Wausau, WI 54403	Unaffiliated
Don	Champan	1206 Arthur St, Wausau, WI 54403	Unaffiliated
Amber	Channel	2603 Julip Dr, Wausau, WI 54401	Unaffiliated
Debbie	Chapman-Mar	724 Franklin St, Wausau, WI 54403	Republican
Mike	Cherf	720 N 7th Ave, Wausau, WI 54401	Republican
Julie	Cheyka-Sawyer	2315 Pied Piper Lane, Wausau, WI 54403	Unaffiliated
Kim	Christiansen	734 Greenfield Avenue, Wausau, WI 54401	Unaffiliated
Rhonda	Christiansen	1130 S 50th Ave, #125, Wausau, WI 54401	Republican
Constance	Cich	1713 Everest Avenue, Weston, WI 54476	Republican
Rita	Clark	1230 S 50th Avenue, Apt 7, Wausau, WI 54401	Republican
Randy	Debroux	3500 Honeysuckle Lane, Wausau, WI 54401	Republican
Verjean	Detert	810 N 5th Avenue, Wausau, WI 54401	Unaffiliated
Dawn	Dietsche	1226 Henrietta Street, Wausau, WI 54403	Unaffiliated
Nancy	Dolenshek	1012 Everest Blvd, Wausau, WI 54403	Unaffiliated
Jo Ann	Egelkrout	529 Porter Street, Wausau, WI 54401	Unaffiliated
Kathleen	Englert	1010 S 50th Avenue, Wausau, WI 54401	Unaffiliated
Mary Susan	English	1045 Saint Austin Avenue, Wausau, WI 54403	Unaffiliated
Marjorie	Erickson-Ongna	1502 Silver Spring St, Wausau, WI 54401	Democratic
Kathleen	Fandre	620 S 5th Avenue, Wausau, WI 54401	Unaffiliated
Michelle	Feltz	6604 Cavin Drive, Wausau, WI 54401	Unaffiliated

Karen	Frost	601 N 6th Street, Wausau, WI 54403	Republican
Kelley	Gabor	431 N 7th Avenue, Wausau, WI 54401	Republican
Thomas	Garver	4620 Huntington Court, Wausau, WI 54401	Republican
Rose	Gauerke	211 N 14th Avenue, Wausau, WI 54401	Unaffiliated
Joe	Gehin	3400 Springdale Avenue, Wausau, WI 54401	Unaffiliated
Elizabeth	Gille	8005 Stewart Avenue, Wausau, WI 54401	Unaffiliated
Tori	Glenetski	3416 Wildwood Lane, Wausau, WI 54401	Republican
Mary	Goede	706 Prospect Avenue, Wausau, WI 54403	Unaffiliated
Mary	Goetsch	614 W Crocker St, Wausau, WI 54401	Republican
Shirley	Gonzalez	510 Lincoln Avenue, Wausau, WI 54403	Unaffiliated
George	Griese	1209 Gilbert Street, Wausau, WI 54403	Unaffiliated
Joyce	Griese	1209 Gilbert Street, Wausau, WI 54403	Unaffiliated
Edward	Groshan	1519 N 28th Avenue, Wausau, WI 54401	Unaffiliated
Maryann	Gullihur	316 Ruder Street, Wausau, WI 54403	Unaffiliated
Karen	Haag	633 Butler Plaza, Wausau, WI 54401	Unaffiliated
Daniel	Hackbarth	311 N 7th Avenue, Wausau, WI 54401	Unaffiliated
Debra	Hadley	3603 Hidden Links Ln, Wausau, WI 54403	Republican
Carrie	Handrick	616 Chestnut Street, Wausau, WI 54448	Unaffiliated
Tim	Harvey	502 N 12 Street, Wausau, WI 54403	Unaffiliated
Kurt	Hase	611 A West Street, Wausau, WI 54401	Democratic
Judy	Hatz	2235 Grand Avenue, Apt 9, Wausau, WI 54403	Republican
Heather	Haupt	824 Kent Street, Wausau, WI 54403	Republican
Randy	Haupt	824 Kent Street, Wausau, WI 54403	Republican
Nancy	Hayes-Kreie	1320 Grand Avenue, Apt 212, Wausau, WI 54403	Unaffiliated
Sheryl	Hemp	914 Grand Ave, #14, Wausau, WI 54403	Democratic
Dawn	Herbst	2809 Springdale Avenue, Wausau, WI 54401	Unaffiliated
Mark	Hoenecke	4526 Foest Valley Road, Wausau, WI 54403	Republican
Craig	Hoffman	616 Kent Street, Wausau, WI 54403	Unaffiliated
Tammy	Hole	1014 N 2nd Avenue, Wausau, WI 54401	Unaffiliated
Erin	Hoogendyk	4508 Hilltop Road, Wausau, WI 54403	Republican
Jack	Hoogendyk	4508 Hilltop Road, Wausau, WI 54403	Republican
Deb	Hoppa	1108 Bugbee Avenue, Wausau, WI 54401	Republican
Douglas	Hosler	1717 N 13th Street, Wausau, WI 54403	Unaffiliated
Audrey	Houden	1804 Green Vistas Drive, Wausau, WI 5443	Republican
Bethany	Hutchinson	713 Kent St, Wausau, WI 54403	Republican
Derek	Hutchinson	713 Kent St, Wausau, WI 54403	Republican
Anne	Jacobson	3321 Richards Road, Wausau, WI 54401	Unaffiliated
Reilly	Johnson	4522 Forest Valley Road, Wausau, WI 54403	Democratic
Nicholas	Josiger	2812 Hubbill Avenue, Wausau, WI 54401	Unaffiliated
Elizabeth	Joswick	5510 Willow St, Schofield, WI 54476	Republican
Dean	Kannenbergh	2204 Grouse Lane, Wausau, WI 54401	Republican
Ashley	Kline	152570 Hollibush Lane, Wausau, WI 54401	Unaffiliated
Thomas	Knoeck	2310 Elmwood Blvd, Wausau, WI 54403	Unaffiliated
Renee	Kocha	1020 S 50th Avenue, #17, Wausau, WI 54401	Republican

Janet	Kraimer-Nichols	1407 Norton Street, Wausau, WI 54401	Unaffiliated
Alice	Kuether	1106 Highland Park Blvd, Wausau, WI 54403	Unaffiliated
Kurt	Kulpa	513 Spruce Street, Wausau, WI 54403	Republican
Jeanne	Lang	1406 Knox Street, Wausau, WI 54401	Unaffiliated
Bonnie	Lemke	5115 North 32nd Avenue, Wausau, WI 54401	Republican
Kim	Lentz Grau	503 Ruder Street, Wausau, WI 54403	Unaffiliated
Ellen	Levickis	1529 Cherry Street, Wausau, WI 54401	Unaffiliated
Marilyn	Lissack	1231 Sunset Drive, Wausau, WI 54401	Unaffiliated
Gua	Lor	4603 Cedar Avenue, Weston, WI 54476	Unaffiliated
Carol	Lucus	2009 Zimmerman Road, Wausau, WI 54403	Republican
Carol	Machek	1015 Weston Avenue, Wausau, WI 54403	Unaffiliated
Jeff	Martin	144 Kent Street, Wausau, WI 5440	Unaffiliated
Stacey	Martin	229059 Chicken Lane, Marathon, WI 54448	Unaffiliated
Nancy	Meyer-Emerick	400 River Drive, Apt 244, Wausau, WI 54403	Democratic
Linda	Michalski	922 S 16th Avenue, Wausau, WI 54401	Republican
Diane	Miller	1430 Westwood Drive, #20, Wausau, WI 54401	Democratic
Joseph	Moore	320 N 7th Avenue, Wausau, WI 54401	Unaffiliated
George	Mosher	710 N 32nd Avenue, Wausau, WI 54401	Unaffiliated
Duane	Mueller	2629 Bay Shore Drive, Wausau, WI 54401	Republican
Jan	Mueller	2629 Bay Shore Drive, Wausau, WI 54401	Republican
Jenny	Niemeyer	678 W Cassidy Drive, Wausau, WI 54401	Republican
Patricia	Nikolay	106 S 36th Avenue, Wausau, WI 54401	Unaffiliated
David	Nutting	534 S 1st Avenue, Wausau, WI 54401	Unaffiliated
Amanda	O'Driscoll	505 S 52nd Avenue, Wausau, WI 54401	Unaffiliated
William	Olafsson	2213 Ridge View Drive, Wausau, WI 54401	Republican
Josephine	Ollhoff	5105 W Wausau Ave, Wausau, WI 54401	Republican
William	Olsen	4501 Hilltop Road, Wausau, WI 54401	Unaffiliated
Sharon	Olson	1530 N 2nd Avenue, Wausau, WI 54401	Unaffiliated
Scott	Orlikowski	1525 Pearson Street, Wausau, WI 54401	Unaffiliated
Joan	Pagel	104 E Bos Creek Drive, Wausau, WI 54401	Unaffiliated
Tanya	Pagel	4606 Stettin Drive, Wausau, WI 54401	Unaffiliated
Cynthia	Palmer	303 Summit Drive, Apt 1, Wausau, WI 54401	Democratic
Lisa	Parsch	1608 Summit Drive, Wausau, WI 54401	Unaffiliated
Helen	Pattison	403 Briarwood Avenue, Wausau, WI 54403	Republican
Tom	Pattison	403 Briarwood Avenue, Wausau, WI 54403	Republican
Robert	Pfender	1320 N 2nd Avenue, Wausau, WI 54401	Unaffiliated
Renette	Piszor	106 Windtree Drive, Wausau, WI 54401	Unaffiliated
Linda	Price	150418 Kildeer Lane, Wausau, WI 54401	Republican
Kim	Rantanen	920 S 12th Avenue, Wausau, WI 54401	Republican
Monty	Raskin	P.O. Box 382, Wausau, WI 54402	Unaffiliated
Owen	Reissmann	926 S 4th Avenue, Wausau, WI 54401	Unaffiliated
Kim	Rhyner	1510 Burek Avenue, Wausau, WI 54401	Unaffiliated
Steve	Rhyner	801 N 13th Street, Wausau, WI 54403	Unaffiliated
Suzanne	Richetto	4775 W Wausau Avenue, Wausau, WI 54401	Republican

Tanya	Riehl	22388 Orchid Lane, Rib Mountain, WI 54401	Republican
Amy	Robinson	8005 Birch Street, Apt 346, Weston, WI 54476	Unaffiliated
Ronald	Roloff	2903 N 6th Street, Wausau, WI 54403	Republican
April	Rosemurgy	911 N 10th Street, Wausau, WI 54403	Republican
Peter	Rotter	1005 Sturgeon Eddy Road, Wausau, WI 54403	Unaffiliated
Sarah	Rudolph	1502 Mcindoe Court, Wausau, WI 54403	Unaffiliated
Clint	Ruesch	2103 Meadowbrook Way, Wausau, WI 54403	Republican
Teresa	Ruhl	3508 Polzer Drive, Wausau, WI 54401	Unaffiliated
Sandra	Rutherford	225865 Swan Avenue, Wausau, WI 54401	Unaffiliated
Sara	Ryan	4810 W Wausau Avenue, Wausau, WI 54401	Republican
David	Schmirler	711 Bugbee Avenue, Wausau, WI 54401	Republican
Monica	Schreiner	708 N 4th Avenue, Wausau, WI 54401	Unaffiliated
Suzanne	Schroeder	207 Windtree Drive, Wausau, WI 54401	Unaffiliated
Deann	Schubring	516 Franklin Street, Wausau, WI 54403	Unaffiliated
Gregory Anthony	Schubring	1924 Fairmount Street, Wausau, WI 54403	Democratic
Kurt	Schubring	516 Franklin Street, Wausau, WI 54403	Unaffiliated
Jim	Schulz	1629 Plato Street, Wausau, WI 54403	Unaffiliated
Margaret	Schulz	1629 Plato Street, Wausau, WI 54403	Unaffiliated
Diane	Schwarzhuber	245501 Pit Road, Wausau, WI 54403	Unaffiliated
Nancy	Shschulz	1202 Kickbusch Street, Wausau, WI 54403	Democratic
Dennis	Shidell	4111 Stewart Avenue, Wausau, WI 54401	Republican
Kathleen	Simmons	926 S 21st Street, Wausau, WI 54401	Republican
Steve	Simmons	926 S 21st Street, Wausau, WI 54401	Republican
Bonnie Roeder	Smith	3929 Henry Street, Wausau, WI 54403	Republican
Deb	Smith	315 S 6th Avenue, Wausau, WI 54401	Republican
Louis Voigt	Smith	3929 Henry Street, Wausau, WI 54403	Republican
Colleen	Thomasgard	3404 N 13th Street, Wausau, WI 54403	Unaffiliated
Linda	Tryczak	807 S 9th Avenue, Wausau, WI 54401	Unaffiliated
Dennis	Urbanek	1505 Pine View Lane, Wausau, WI 54403	Republican
Judith	Urbanek	1505 Pine View Lane, Wausau, WI 54403	Republican
Heather	Van Dalfsen	1101 Greenhill Drie, Wausau, WI 54401	Unaffiliated
Michelle	Van Krey	2413 Oakwood Blvd, Wausau, WI 54403	Unaffiliated
Nancy	VanSleet	1218 Prospect Avenue, Wausau, WI 54403	Republican
Donna	Varney	413 N 10th Avenue, Wausau, WI 54401	Unaffiliated
Sandra	Wadzinski	1207 S 11th Avenue, Wausau, WI 54401	Unaffiliated
Robbin	Wallace	1309 W Wausau Avenue, Wausau, WI 54401	Republican
Sarah	Watson	412 N 5th Avenue, Wausau, WI 54401	Unaffiliated
Becky	Wendland	914 S 12th Avenue, Wausau, WI 54401	Unaffiliated
Kevin	Wolf	1715 Woodland Ridge Road, Wausau, WI 54403	Unaffiliated
Lucille	Wright	2016 Ewing Street, Wausau, WI 54403	Unaffiliated
Babette	Zehren	PO Box 294, Wausau, WI 54402	Unaffiliated
Rachel	Zentner	806 S 17th Street, Wausau, WI 54403	Unaffiliated
Elizabeth	Zerneke	518 S 1st Avenue, Wausau, WI 54401	Unaffiliated
Angela	Zimmerman	4005 Howland Avenue, Weston, WI 54476	Unaffiliated



City Clerk
Kaitlyn Bernarde, City Clerk

DATE: December 9, 2025
TO: Common Council
SUBJECT: 15-1203 Confirmation of Appointments of Election Officials.

PURPOSE

To provide background information on the election official appointment process.

BACKGROUND

Wisconsin State Statutes tightly control the election official (poll worker) appointment, training, and administration process.

Appointment Process

In odd-numbered years, each of the two dominant political parties in Wisconsin must submit a list of qualified electors who live in the county to serve as election workers by November 30. Additional election workers who are not appointed by a political party are considered unaffiliated. The governing body then confirms the appointments by December 31st. The appointed workers serve for the next two-year election cycle (January 1, 2026–December 31, 2027).

Training Process

We reach out to all appointed poll workers to collect the necessary contact information, gauge their interest in duties, poll sites, neighborhood knowledge, and special skills. We schedule new election worker training that is in in-depth 90-minute training that covers:

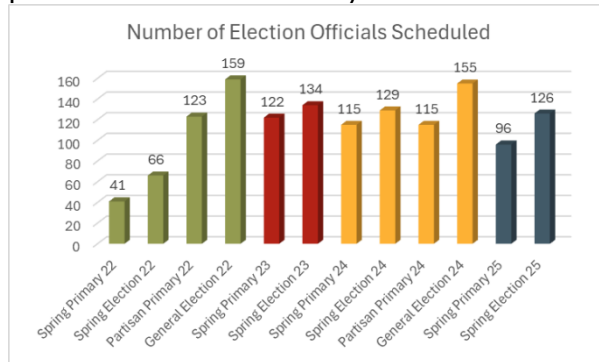
- The election day voting process
- Wisconsin election laws
- City of Wausau goals and procedures
- Resources to assist them in their roles as election workers

For returning poll workers, there is a 60-minute refresher training session that reviews the above topics and covers any nuanced processes that change with each election, such as counting write-in votes, referendum questions, or partisan cross-over voting. In 2022, we started offering online election worker training, so workers can view online videos and complete a brief quiz at a convenient time for them before an election.

Each poll site has at least one Chief Election Official (chief). This Chief has additional training, and is required to complete 6 hours of training every 2 years to be certified to be a chief again for the next election cycle. I hold multiple trainings each year just for Chiefs that go more in depth on the above topics, as well as, poll site security, de-escalation, observer rules, result reporting, and more.

Administration Process

Once I know that we will have an election, I estimate the expected election turnout in consultation with the County Clerk and previous election turnouts, and plan staffing needs by poll site location. I am required to utilize the party-appointed poll workers who meet the City's requirements before scheduling non-affiliated poll workers. Here is a chart of the # of appointed poll workers for the last 4 years:



With this resolution, I am appointing 169 election officials:

Type	# of Election Officials
Democratic	11
Republican	67
Unaffiliated	91
New Election Officials	26
Returning Election Officials:	143

FISCAL IMPACT

None

RECOMMENDATION

I recommend you approve the attached list of election officials to satisfy the requirement under Wis. Stat. §7.30(4)(a).

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

RESOLUTION OF THE FINANCE COMMITTEE

Accepting Funding from the Judd S. Alexander Foundation for the Wausau Police Department for one Downtown Officer Position.

Committee Action: *Pending*

Fiscal Impact: 2026 City of Wausau budget included funding for half of the cost of the downtown officer program, \$125,000

File Number:	24-0403	Date Introduced:	December 9, 2025
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FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: Award of \$125,000 from the Judd S. Alexander Foundation</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Wausau City Council approved funding for two officers for a portion of 2024 for the Downtown Officer Program; and

WHEREAS, the Downtown Officer Program funds two officers assigned to address community needs in downtown Wausau; and

WHEREAS, the Downtown Officer Program has become a cornerstone of safety, accessibility, and community connection in the heart of the city; and

WHEREAS, the Judd S. Alexander Foundation funded the entire cost of two officers for the Downtown Officer Program in 2025; and

WHEREAS, the assigned downtown officers have built strong relationships with business owners, service providers, and residents, creating a consistent and visible presence that helps deter crime while addressing concerns quickly and effectively; and

WHEREAS, the program has also allowed for early intervention with individuals in crisis,

enhanced coordination with community partners, and a reduction in repeat calls for service, demonstrating the value of dedicated officers who understand the unique challenges and opportunities of the downtown district.

WHEREAS, the estimated cost of the Downtown Officer Program for 2026 is \$250,000; and

WHEREAS, for the 2026 budget, the Wausau Police Department requested the Judd S. Alexander Foundation fund half of the estimated cost to continue the Downtown Officer Program; and

WHEREAS, the Wausau Police Department received a letter dated 10/29/2025 from the Judd S. Alexander Foundation advising a grant of \$125,000 was approved pending the unconditional approval by the City of Wausau of the remaining half of the program cost; and

WHEREAS, on 11/25/2025, the City of Wausau budget was finalized and included \$125,000 funding for half of the cost of the Downtown Officer Program; and

WHEREAS, your Finance Committee, at their December 9, 2025, meeting, discussed and recommended accepting the Judd S. Alexander Foundation grant in the amount of \$125,000.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the Wausau Police Department is authorized to accept the \$125,000 grant by the Judd S. Alexander Foundation for half of the cost of the Downtown Officer Program.

Approved:

Doug Diny, Mayor



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Patrol Captain Melinda Pauls, Police Department

To: Finance and Common Council

Date: December 9, 2025

Re: Acceptance of Judd S. Alexander Foundation Grant

Purpose:

Requesting approval to accept the award of \$125,000 from the Judd S. Alexander Foundation to continue the downtown officer program in 2026.

Background:

The Wausau Police Department's Downtown Officer Program has become a cornerstone of safety, accessibility, and community connection in the heart of the city. Over the past year and a half, the assigned downtown officers have built strong relationships with business owners, service providers, and residents, creating a consistent and visible presence that helps deter crime while addressing concerns quickly and effectively. The program has also allowed for early intervention with individuals in crisis, enhanced coordination with community partners, and a reduction in repeat calls for service, demonstrating the value of dedicated officers who understand the unique challenges and opportunities of the downtown district.

As the program has grown in both impact and community support, securing funding to ensure its continuation in 2026 has become essential. Accepting the award would allow the department to maintain the progress already made, continue improving safety and quality of life downtown, and build on the collaborative relationships that are critical to long-term success. Continuing the Downtown Officer Program is vital to meeting the expectations of the businesses, residents, and visitors who rely on a safe and thriving downtown Wausau.

Impact:

Term	Judd S. Alexander Grant	2026 City Match	2026 Total
Jan. 1, 2026 – Dec. 31, 2026	\$125,000	\$125,000	\$250,000

Recommendation:

Department recommends approving the acceptance of the \$125,000 award from the Judd S. Alexander foundation for 2026.

**JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE
AND FINANCE COMMITTEE**

Extending the Life of Tax Increment District Number #7 for Affordable Housing.

Committee Action: ED Approved 3-2
FIN *Pending*

Fiscal Impact: \$1,966,623 estimate toward affordable housing

File Number: 05-1209

Date Introduced: December 9, 2025

RESOLUTION

WHEREAS, the City of Wausau created TID Seven on January 10, 2006, and completed implementation of the project plan, and sufficient increments have been collected; and

WHEREAS, state law requires termination of a TID after all project costs have been paid, unless pursuant to state law sec. 66.1105(6)(g) Wis. Stats., the Council approves an extension of one year, using the last year of tax increment to improve the city's housing stock; and

WHEREAS, your Finance Committee and Economic Development Committee have recommended that the City extend Tax Increment District one year, with the increment allocated for the benefit of affordable housing, including the development of infill sites, single family homes and multifamily housing units.

NOW THEREFORE BE IT RESOLVED, by the Common Council that the City of Wausau hereby extends the life of Tax Increment District Number Seven by twelve (12) months from the adoption date of this resolution to use the final year's increment collected in 2027 from the 2026 tax roll to benefit affordable housing; and

BE IT FURTHER RESOLVED, that the City of Wausau shall use the final increment solely for affordable housing to increase and improve affordable housing in the City of Wausau, including but not limited to the development of infill sites, single family homes and multifamily housing units;

BE IT FURTHER RESOLVED that the City of Wausau shall adopt a termination resolution between April 15, 2026, and December 9, 2026, and

BE IT FURTHER RESOLVED, that the necessary city officials and staff are hereby directed and authorized to send this resolution to the Wisconsin Department of Revenue, approving the allocation of tax increment to the district for one more year.

Approved:

Doug Diny, Mayor



Finance
Randy Fifrick, Development Director, Patrick Gatterman, Economic
Development Manager, MaryAnne Groat, Finance Director

DATE: December 9, 2025
TO: Finance Committee
SUBJECT: 05-1209 Extending the Life of Tax Increment District Number #7 for Affordable Housing.

PURPOSE

To discuss the 1 Year housing extension or termination of Tax Increment District 7

BACKGROUND

The attached PowerPoint summarizes state law requirements, key financial data, and the options available to the common council.

FISCAL IMPACT

The 2026 increment is \$1,966,623

RECOMMENDATION

The council has three options available:

1. Close the district and free up \$355,108 in levy and \$69,343 in shared revenue.
2. Authorize a one-year housing extension, which funds \$1,966,623 for housing and \$69,343 for the 2027 operating budget
3. Authorize a one-year housing extension, which funds \$1,966,623 for housing, and authorize a \$355,158 one-time transfer from reserves for the 2027 budget.

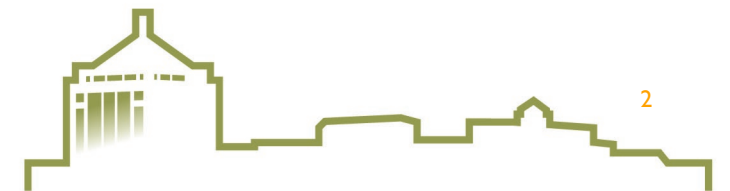
The closure of TID #7 will generate \$424,502 in additional funds, which is about \$3.8 firefighters.

CITY OF WAUSAU TID 7 HOUSING EXTENSION



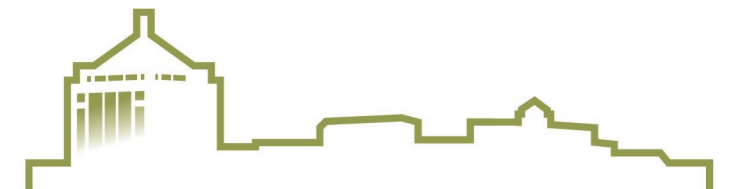
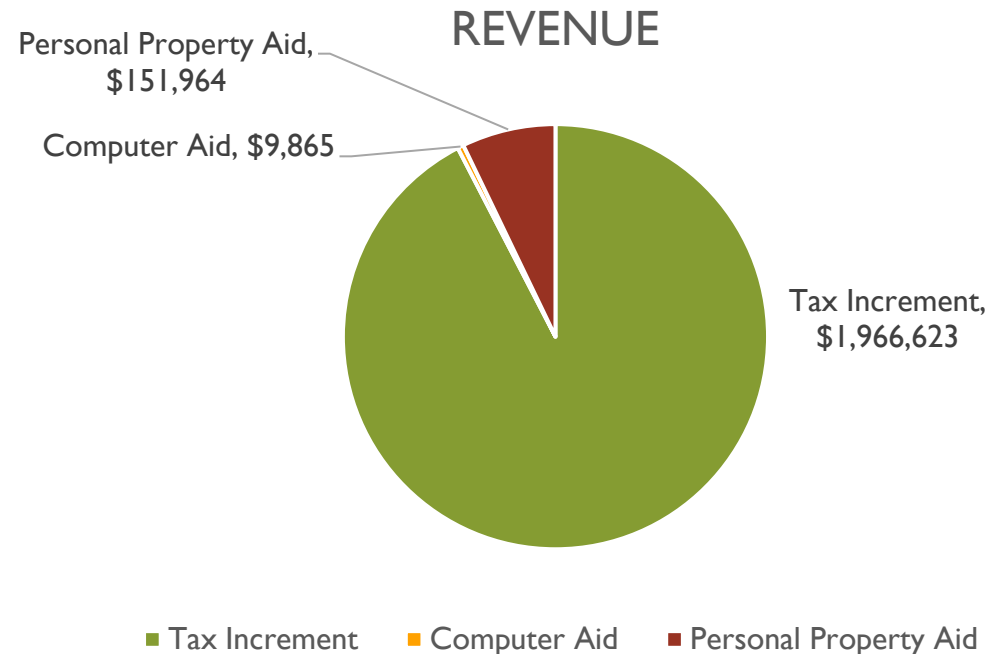
STATE LAW REQUIREMENTS

- EXTEND THE DISTRICT ONE YEAR (2027) FOR HOUSING
- 75% OF THE INCREMENT USED FOR AFFORDABLE HOUSING: DEFINED AS HOUSING THAT COSTS A HOUSEHOLD NO MORE THAN 30% OF THE HOUSEHOLD'S GROSS MONTHLY INCOME
- 25% ON OTHER HOUSING
- ADOPT A RESOLUTION DESCRIBING THE USE OF THE FUNDS – MUST BE APPROVED BEFORE 1/10/2026

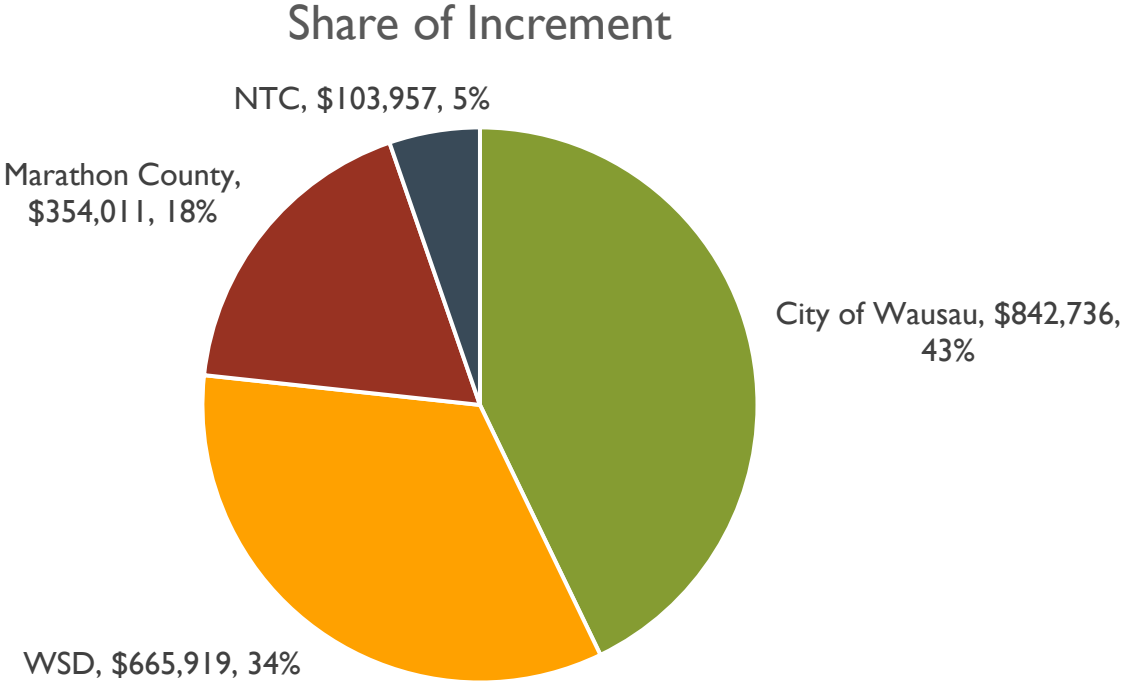


TID 7 2026 INCREMENT AND OTHER REVENUE

- 2026 REVENUE IS DONATED TO TID 12 TO OFFSET DEFICITS ON THE MALL REDEVELOPMENT.
- TOTAL REVENUE \$2,128,452



2026 INCREMENT \$1,966,623



Assessed Total Tax
Rate Impact \$.45

TID 6 & 7 ONE YEAR EXTENSION TENTATIVE USES

TID 6 \$3,873,301

- Westside Commons \$650,000
- 700 Grand Avenue Apartments \$1,900,000
- Thomas Street Infill
- N 2nd Street

TID 7 \$1,966,623*

- MBX Redevelopment
- 1300 Cleveland Avenue

* 2026 budget – 2027 unknown till next year

CLOSURE IMPACT TO THE CITY BUDGET – EXAMPLE BASED ON 2026

	EXISTING	1 YEAR EXTENSION	AFTER CLOSURE **
TID INCREMENT	\$1,966,623	\$1,966,623	\$355,158
PERSONAL PROPERTY AID	151,964	*	65,117
COMPUTER AID	9,865	*	4,227
TOTAL	\$2,128,452	\$1,966,623	\$424,502

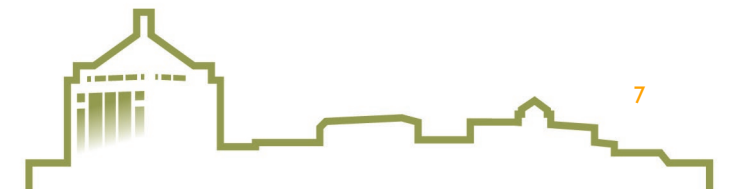
* Only the TID increment is available for the one-year extension. State Aids will be distributed to all govt entities at closure. City share is \$69,343

** After closure based upon 2026 budget, the following increment will be available for the 2027 Operating budget.

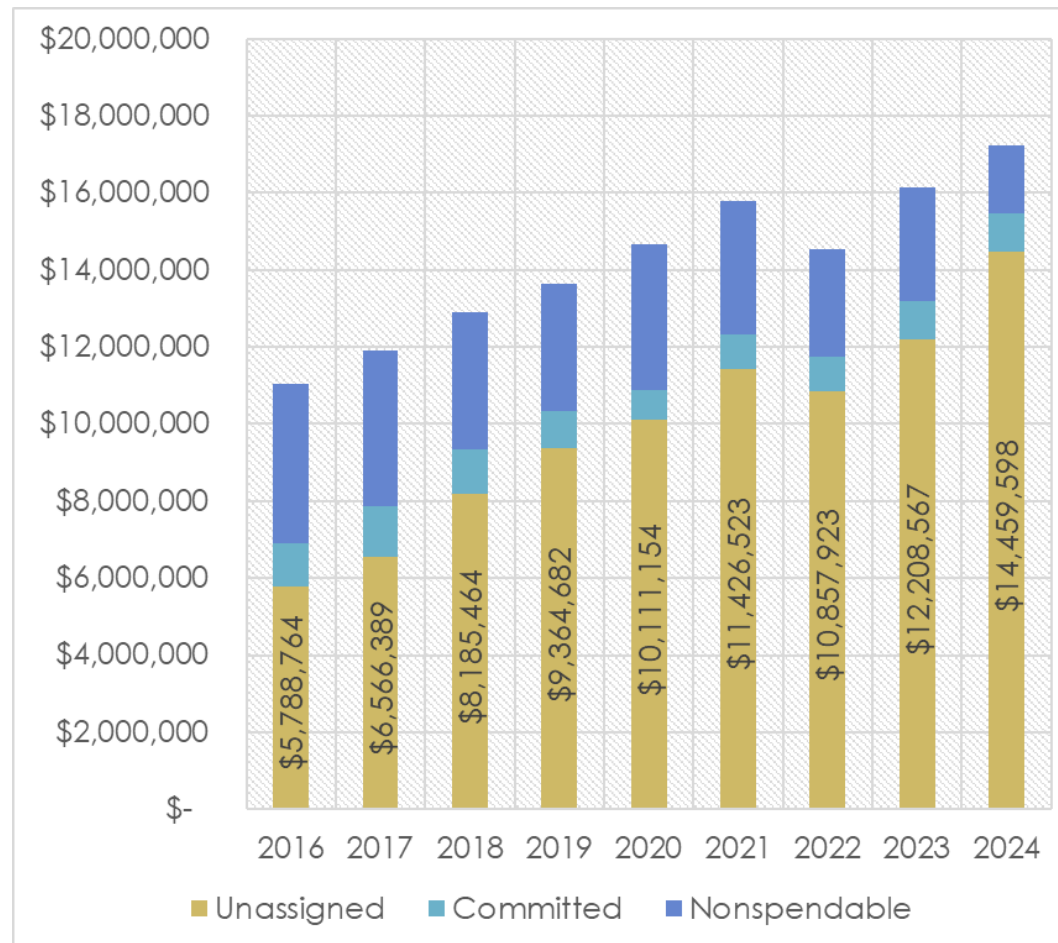
COUNCIL 2027 BUDGET POTENTIAL OPTIONS

3.8 FIREFIGHTERS

1. Close TID 7 – approximately \$424,502 available for operating budget (firefighters)
2. Keep TID 7 open for affordable housing - \$1,966,623 available for housing, \$69,343 available for operating budget.
3. Keep TID 7 open for affordable housing and authorize one-time transfer from reserves of \$355,158 for the operating budget (firefighters) since funds will be available for the 2028 and ongoing budgets when TID closes. With the state aids \$424,502 available for the 2027 operating budget and beyond.



ONE TIME TRANSFER IMPACT – GENERAL FUND





OFFICIAL MINUTES REGULAR MEETING

MEETING: Economic Development Committee
DATE/TIME: Tuesday, December 2, 2025 at 5:30 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Carol Lukens (C) Chad Henke (VC)
Tom Neal Vicki Tierney
Terry Kilian

Members Present: Carol Lukens, Chad Henke, Tom Neal, Terry Kilian, Vicki Tierney

Members Not Present:

Members Excused:

Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:30 PM.

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

No public comment was given.

2 Consideration of the minutes of the preceding meeting(s).

November 4, 2025 Regular Economic Development Committee Minutes

Motion by Neal, seconded by Kilian, to approve minutes. Motion Carried 5-0.

3 Presentations.

Sam Wessel from North Central Wisconsin Regional Planning Commission presented updated findings on housing needs for older adults in Wausau and Marathon County. The presentation reviewed demographic trends, noting significant growth in residents aged 75+ and 85+ through 2050. Research shows older adults are staying in their homes longer, carrying more debt, and increasingly needing affordable rental options, independent living units, and long-term care.

Key challenges identified include affordability, a shortage of staffing in care facilities, rising construction costs, gaps in public assistance eligibility, and growing demand from rural areas. Opportunities include strong local amenities, walkability, healthcare access, and emerging trends in aging-in-place and multi-generational housing.

Projected demand includes:

- 636 additional owner-occupied homes by 2030
- 402 renter-occupied units by 2040 771 independent living units by 2040
- 545 long-term care beds by 2040

The group reviewed 2022 housing recommendations and presented new strategies focused

on recruiting older-adult housing developers, partnering with healthcare and workforce organizations, improving transit and public facilities, supporting rehabilitation and aging-in-place, and re-purposing vacant sites for future housing needs.

Neal asked whether there is research on how successful communities are addressing older adult housing needs. Wessel responded that he will look into this further to identify potential models the City could consider.

Tierney responded that while the need for this type of housing is clear, the City does not have the financial capacity to fund such developments, and staffing would be a significant challenge given current shortages. She noted that housing and care for older adults is extremely costly, with monthly elder care expenses reaching several thousand dollars, and many facilities no longer accepting Medicaid. Cost remains the most significant barrier.

Lukens expressed strong interest in the topic, noting its importance for community awareness. She asked whether the trends presented reflect broader patterns, and Wessel confirmed that they do.

- a. Informational presentation to summarize City of Wausau for Older Adults Report 2025 prepared by the North Central Wisconsin Regional Planning Commission (NCWRPC)

4 Discussion and possible action.

- a. Approve a Memorandum of Understanding (MOU) between the City of Wausau and Idaho Housing and Finance Association d/b/a Finally Home!® to establish a partnership for homebuyer education and counseling services.

Stratz presented a request to partner with Idaho Housing and Finance Association's Finally Home!® program to provide homebuyer education and counseling for Wausau residents. The City's current HUD-certified counseling program is fully funded by CDBG and faces capacity challenges due to staffing limits, extensive HUD compliance, and administrative requirements. Most clients request counseling solely to obtain a down payment assistance certificate just one to two weeks before closing, which creates tight timelines and limits meaningful engagement.

Finally Home! provides high-quality, bilingual education that meets National Industry Standards. The partnership would include a Wausau-specific portal, quarterly reporting, and coupon codes for City of Wausau program participants to access the education and counseling at no cost, with the City's Community Development Division billed for the use of coupon codes. The City would pay only \$50 per participant, generating overall program savings and eliminating the \$3,500 annual CMS expense. There is no cost to establish the partnership.

Kilian asked how the partnership would support the Hmong community, noting that the course is currently offered only in English and Spanish. Stratz explained that the City works closely with the Hmong American Center to ensure residents have access to needed resources. Graff added that while anyone may use the partnership portal for homebuyer education and counseling, only participants eligible for City of Wausau programs receive a coupon code to access the service at no cost. If an eligible participant requires interpretation, the City would arrange for an interpreter. Individuals who are not program-eligible and access the portal independently would be responsible for securing their own translation services.

Kilian noted she would be interested in knowing what this organization would do to accommodate alternate languages. Graff said she would ask the organization and report back.

Motion by Kilian, seconded by Neal, to approve partnership with Idaho Housing and Finance Association d/b/a Finally Home!. Motion Carried 5-0.

b. Extending the life of Tax Increment District Number 7 for affordable housing.

Gatterman reviewed options for TID 7. The District is scheduled to close but could be extended for one year (through 2027) for housing purposes, with 75% of the increment allocated to Affordable Housing. If an extension is approved, the city must adopt a resolution specifying the use of these funds by January 10, 2026. The three potential outcomes presented were:

1. **Close TID 7** – Approximately \$424,502 would be available for the operating budget (firefighters).
2. **Keep TID 7 open for affordable housing** – \$1,966,623 would be available for housing, with \$69,343 for the operating budget.
3. **Keep TID 7 open for affordable housing and authorize a one-time transfer from reserves** – \$355,158 could be used for the operating budget (firefighters), with funds for the 2028 and future budgets available when the TID closes. With state aids included, \$424,502 would be available for the 2027 operating budget and beyond.

Kilian stated she is not in support of extending the TID, noting that she contacted the DNR who shared several redevelopment funding sources the City could pursue for these projects. She also noted she spoke with a Congressional representative who also identified additional funding opportunities for non-industrial sites, including properties like Cleveland Avenue. She emphasized that the Staff should explore and present alternative funding sources rather than rely solely on TID.

Neal asked the Finance Director, Maryanne Groat, what the City might lose by extending the TID. Groat responded that she does not believe the City would lose anything by doing so and reiterated that housing—particularly affordable housing—remains a significant challenge for many communities.

Fifrick added that extending the TID would allow the City to use the funds more broadly throughout the community rather than be limited to the specific district.

Groat stated she's looking for guidance from the committee on priorities should the TID be extended, such as affordable housing, mixed-use development, and rehabilitation or expansion of the housing stock. She noted a list of potential goals could be developed.

Neal shared ongoing constituent concerns about the need for affordable housing, stating that the available \$2 million represents an important piece of the overall solution and he supports Option 3.

Henke made a motion to keep TID 7 open for one year for affordable housing purposes, consistent with Option 3, seconded by Neal.

Kilian clarified that her “no” vote on extending the TID does not reflect opposition to affordable housing efforts, but rather her interest in pursuing other funding sources that she believes are readily available.

Neal responded that approving the extension would not prevent the City from seeking other state or federal funding sources and that all available tools will be needed. Lukens agreed with Neal’s comments.

Gatterman added that TID funding is just one component of a broader capital stack and that staff consistently seek additional funding for demolition, cleanup, and redevelopment work.

Kilian emphasized that references should highlight a diverse range of funding sources rather than presenting TID as the primary option, ensuring its clear that reliance on TIF alone is not assumed when requesting extensions or other uses of public funds.

The motion carried 3–2, with Tierney and Kilian dissenting.

- c. Approval to Proceed with Wisconsin Economic Development Corporation Certified Sites Program

Gatterman presented the opportunity to certify roughly 99.5 acres on Innovation Way through the WEDC Certified Sites Program, which identifies industrial-ready properties that meet specific standards for size, zoning, utilities, infrastructure, environmental readiness, and documentation. The City will conduct required site preparation, including environmental assessments, archeological and historical reviews, geo-technical studies, and surveys, with total costs estimated at \$50,000. A new grant opportunity through WEDC provides funding to cover half of these expenses, with the City funding the remainder through TID 11. Additional mapping work will be completed internally, and WEDC will provide global promotion of the site. A Site Selector Company will visit Wausau on February 18, 2026, to evaluate the site and provide recommendations on marketing it to potential investors.

Motion by Neal to approve certified sites program, seconded by Kilian. Motioned Carried 5-0.

5 Discussion.

- a. Update on Commercial Rehabilitation Loan Program

At the November 2024 meeting, the Economic Development Committee approved updates to the Commercial Rehabilitation Loan program policy, authorizing staff to underwrite, approve or deny, and close applications, with semi-annual reporting to the Committee. No applications had been received prior to the first report.

In September 2025, staff received two applications, both of which were approved and closed on November 15, 2025. The first loan provided funding for façade improvements, signage, and parking lot upgrades, covering 9.5% of project costs. The second loan provided funding for exterior renovations, roof replacement, lighting, and awning updates, covering 30% of project costs.

The City currently has eight other loans in repayment: six are current, one is making interest-only payments, and one is severely delinquent, with late fees assessed and the Attorney's office involved in efforts to resolve.

6 Closed Session.

Adjourn to Closed Session pursuant to Wisconsin State Statute § 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session in regard to the sale of 424 Burns Street, Wausau.

Neal motioned to move to closed session, seconded by Kilian. Roll Call Vote. Motion Carried 5-0.

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

Meeting adjourned in Closed Session.

7 Adjournment.

Neal motioned to adjourn, seconded by Tierny. Motion carried 5-0.
Meeting adjourned at 7:26 PM.



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



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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Credit Agreement with Judd S. Alexander Foundation to borrow up to \$250,000 for the redevelopment of 201 N. 1st Avenue (Former MBX Property).

Committee Action: *Pending*

Fiscal Impact:

File Number: 25-0926

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the Common Council authorized the purchase of the former MBX Property located at 201 N. 1st Avenue, on September 23, 2025, for the purchase price of \$900,000, which was acquired on October 24, 2025; and

WHEREAS, motivated by a desire to see redevelopment of that property include a multi-unit affordable housing component by September 30, 2028, the Judd S. Alexander Foundation (“Lender”) offered a loan to the City up to the principal amount of \$250,000, with interest accruing at 5% after September 30, 2028, and following a two-year extension option to September 30, 2030, interest accruing at 12%, with amounts advanced under the Promissory Note forgiven in the sole discretion of the Lender in the event the redevelopment includes a multi-unit affordable housing component which offers housing units that are reasonably priced for the Wausau market and neighborhood where the project is located, given the totality of circumstances;

WHEREAS, your Finance Committee met on November 25, 2025, and postponed consideration of this matter, following discussion, to its next meeting; and

WHEREAS, Lender has since clarified on December 1, 2025, that it will leave the offer in place until December 31, 2025, and

WHEREAS, your Finance Committee met again on December 9, 2025, to consider this matter.

NOW, THEREFORE, BE IT RESOLVED, that the proper City officials are hereby directed and authorized to execute the attached Credit Agreement and Promissory Note with the Judd S. Alexander Foundation for the advancement of up to \$250,000 for the redevelopment of the former MBX Property located at 201 N. 1st Avenue.

Approved:

Doug Diny, Mayor

**CREDIT AGREEMENT
(FORMER MBX PROPERTY)**

Judd S. Alexander Foundation, Inc.
500 N. First Street
P.O. Box 2137
Wausau, WI 54402-2137

October 1, 2025

Ladies and Gentlemen:

The undersigned City of Wausau, a municipal corporation (the "Borrower"), requests that Judd S. Alexander Foundation, Inc., a Wisconsin non-stock corporation (the "Lender") make loans to the Borrower on the terms stated herein.

**ARTICLE I
LOANS**

1.1 Loans and Note. On and after October 1, 2025, Borrower may obtain loans from Lender up to the principal amount of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00). Such loans shall be evidenced by a promissory note of the Borrower (the "Note"), payable to the order of Lender in the principal amount of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) or the aggregate principal amount of advances outstanding hereunder at any one time, dated as of the date hereof, in the form of Exhibit A annexed hereto. The Note shall be executed by the Borrower and delivered to Lender prior to the initial loan hereunder. Borrower agrees that its loan balance at any time shall be the amount reflected on the records of Lender relating to the loans made hereunder.

1.2 Prepayment. The Note may be prepaid in whole or in part at the option of the Borrower at any time without premium or penalty.

1.3 Computation of Interest. Interest, if any, hereunder shall be computed on the basis of a year consisting of 365 days.

1.4 Use of Proceeds. The Borrower shall cause the City of Wausau to utilize the proceeds of the loan to fund the acquisition, revitalization and redevelopment of certain real estate commonly known as 201 North First Avenue, Wausau, Wisconsin (the "Project Property"). The Borrower acknowledges and agrees that the Lender would prefer to see that the Project Property redevelopment include a multi-unit affordable housing component, and that any amounts advanced under the terms of the Note may be forgiven in such event. For purposes of this Credit Agreement, the term "affordable housing" shall not solely be deemed to mean participation in any particular federal or state program; instead, the term shall encompass any

housing units that are reasonably priced for the Wausau market and the neighborhood where the Project Property is located given the totality of circumstances.

1.5 Mandatory Payment. The Borrower shall pay the Note and all accrued but unpaid interest thereon (if any) upon the first to occur of: (a) September 30, 2028 (the “Redevelopment Deadline”), or (b) ten (10) days after notice from Lender that the Project Property is no longer being actively prepared and marketed by the Borrower or its affiliates for sale and redevelopment; provided, however, that the Borrower may, at its option, request a single extension of the Redevelopment Deadline for an additional two (2) years (i.e., until September 30, 2030) (the “Extension Option”), and such Extension Option shall be granted by the Lender if, in Lender’s sole discretion, satisfactory efforts have been made towards marketing and redeveloping the Project Property to include a multi-unit affordable housing component. For the avoidance of doubt, clause (b) of the preceding sentence shall not be subject to the foregoing Extension Option—in other words, in the event the Project Property is no longer being actively prepared and marketed by the Borrower or its affiliates for sale and redevelopment, the Note and all accrued but unpaid interest thereon shall be due and payable within ten (10) days following notice thereof from the Lender to the Borrower.

ARTICLE II REPRESENTATIONS AND WARRANTIES

In order to induce Lender to make the loans as herein provided, the Borrower represents and warrants to Lender as follows:

2.1 Organization. The Borrower is a municipality organized under the laws of the State of Wisconsin. Borrower has the authority to carry on its municipal business as conducted on the date hereof and as contemplated by this Agreement.

2.2 Authority. The Borrower is duly authorized to execute and deliver this Agreement; the Borrower is and will continue to be duly authorized to borrow moneys hereunder and to execute and deliver the Note and to perform this Agreement.

2.3 Absence of Conflicting Obligations. The execution and delivery of this Agreement by the Borrower does not, and borrowings hereunder and the execution and delivery of its Note by the Borrower and the performance by the Borrower of its obligations under this Agreement and the Note will not, conflict with any provision of law or of the charter of the Borrower or of any agreement binding upon the Borrower.

2.4 Absence of Litigation. The Borrower is not a party to any litigation or administrative proceeding, nor so far as is known by the Borrower is any litigation or administrative proceeding threatened against it, which in either case would, if adversely determined, cause any material adverse change in its real estate or the conduct of the business of the Borrower.

2.5 Liens. The Borrower will have good title to the Project Property free and clear of all liens, except those which do not limit the ability of Borrower to revitalize or redevelop the Project Property.

ARTICLE III LOAN COVENANTS

The Borrower covenants that, without the prior written consent of the Lender, it will not, while any credit is available to the Borrower hereunder and while any part of the Note remains unpaid:

3.1 Sell or dispose of the Project Property or permit to exist any lien or encumbrance with respect to the Project Property except liens that are being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained.

3.2 Create, permit and/or suffer to exist any lien, security interest, mortgage and/or encumbrance (statutory and otherwise) against the Project Property.

ARTICLE IV DEFAULTS

In the event that any one or more of the following events shall occur:

4.1 Default in Payment of Note. The Borrower shall fail to make a payment of any principal or interest, if due, on the Note by ten (10) days following the due date thereof.

4.2 Default in Performance of Agreement. Default in the performance or observance of any of the other agreements or conditions herein required to be observed or performed by the Borrower, continuing for a period of fifteen days after written notice thereof is given to the Borrower by Lender.

4.3 Representations or Statements False. Any representation or warranty made by the Borrower herein or any certificate delivered pursuant hereto, or any financial statement delivered to Lender, shall prove to have been false in any material respect as of the time when made or given.

4.4 Default on Other Debt. The Borrower shall fail to pay all or any part of the principal of or interest on any indebtedness of or assumed by the Borrower for borrowed money as and when due and payable, whether at maturity, by acceleration or otherwise, and such default shall not be cured within the period or periods of grace, if any, specified in the evidences of such indebtedness.

4.5 Judgments. A final judgment which, together with other outstanding final judgments against the Borrower, exceeds an aggregate of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) shall be entered against the Borrower and shall remain outstanding and unsatisfied, unbonded or unstayed after sixty days from the date of entry thereof.

4.6 Bankruptcy; Insolvency. The Borrower shall: (a) become insolvent; or (b) be unable, or admit in writing its inability to pay its debts as they mature; or (c) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or (d) be adjudicated a bankrupt; or (e) file a petition in bankruptcy or for reorganization or to effect a plan or other arrangement with creditors; or (f) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or for reorganization or to effect a plan or other arrangement with creditors; or (g) apply to a court for the appointment of a receiver for any of its assets; or (h) have a receiver appointed for any of its assets (with or without the consent of the Borrower), and such receiver shall not be discharged within sixty (60) days after his appointment;

then, and in any such event, Lender may (by written notice to the Borrower) immediately terminate the obligation of Lender to make loans hereunder and/or declare the unpaid principal balance of the Note, together with all interest accrued thereon, to be immediately due and payable; and the unpaid principal balance of and accrued interest on the Note shall thereupon be due and payable without further notice of any kind and notwithstanding anything to the contrary herein or in the Note contained.

ARTICLE V MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Other than the fees and expenses of Lender associated with the preparation of this Agreement, which will be paid by Lender, the Borrower shall be responsible for the payment of all fees and out-of-pocket disbursements incurred by Lender in connection with this Agreement.

5.2 Successors. The provisions of this Agreement shall inure to the benefit of and be binding upon any successor to any of the parties hereto and shall extend and be available to any holder of the Note. No delay on the part of Lender or any holder of the Note in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies which Lender or the holder of the Note would otherwise have.

5.3 Survival. All agreements, representations and warranties made herein shall survive the execution of this Agreement, the making of the loans hereunder and the execution and delivery of the Note.

5.4 Wisconsin Law. This Agreement and the Note issued hereunder shall be governed by the laws of the State of Wisconsin.

5.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

5.6 Notices. All communications or notices required under this Agreement shall be deemed to have been given on the date when deposited in the United States mail, postage prepaid, and addressed as follows (unless and until any of such parties advises the other in writing of a change in such address): (a) if to the Borrower, with the full name and address of the Borrower shown on this Agreement below; and (b) if to Lender, with the full name of Lender, and addressed to P.O. Box 2137, 500 N. First Street, Wausau, Wisconsin 54402-2137, to the attention of the officer of Lender executing the form of acceptance of this Agreement.

[Signatures on Next Page]

If the foregoing is satisfactory to you, please sign the form of acceptance below and return a signed counterpart hereof to the Borrower, whereupon this instrument will evidence a binding agreement between Lender and the Borrower.

Very truly yours,

CITY OF WAUSAU
(Borrower)

By: _____
Doug Diny, Mayor

Address:
City Hall
407 Grant Street
Wausau, WI 54403-4783

By: _____
Kaitlyn Bernarde, City Clerk

The foregoing Agreement is hereby confirmed and accepted as of the date thereof.

JUDD S. ALEXANDER FOUNDATION, INC.
(Lender)

By: _____
Gary W. Freels, President

EXHIBIT A
FORM OF PROMISSORY NOTE

PROMISSORY NOTE
(FORMER MBX PROPERTY)

\$250,000.00

October 1, 2025

For value received, the undersigned, **City of Wausau**, a municipality organized under the laws of Wisconsin (the "Maker"), hereby promises to pay to the order of **Judd S. Alexander Foundation, Inc.**, a Wisconsin corporation, or its assigns (the "Holder"), at its main office in Wausau, Wisconsin, the principal sum of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) or, if less, the aggregate unpaid principal amount of all loans made under this Note, without interest until the Redevelopment Deadline (as defined in the paragraph below), after which date interest would accrue on the unpaid principal at the rate of five percent (5%) per annum. Notwithstanding the foregoing, after maturity or any default hereunder, interest shall accrue on the principal amount of all loans made under this Note at the rate of twelve percent (12%) per annum.

Payments of outstanding principal and interest under this Note shall be made in lawful money of the United States of America as follows: the full principal amount hereof, or so much thereof as shall have been advanced and remain unpaid, together with accrued interest thereon, on demand by the holder hereof on or after the first to occur of: (i) September 30, 2028 (the "Redevelopment Deadline"), or (ii) ten (10) days after notice from the holder of this Note that the Project Property (as defined in the Credit Agreement) is no longer being actively prepared and marketed by the Maker or its affiliates for sale and redevelopment; provided, however, that the Maker may, at its option, request a single extension of the Redevelopment Deadline for an additional two (2) years (i.e., until September 30, 2030) (the "Extension Option") (during which time interest would accrue as set forth in the preceding paragraph). For the avoidance of doubt, clause (ii) of the preceding sentence shall not be subject to the foregoing Extension Option—in other words, in the event the Project Property is no longer being actively prepared and marketed by the Maker or its affiliates for sale and redevelopment, the Note and all accrued but unpaid interest thereon shall be due and payable within ten (10) days following notice thereof from the Holder to the Maker.

This Note is issued by the undersigned pursuant to the Credit Agreement, dated as of October 1, 2025, between the undersigned and Judd S. Alexander Foundation, Inc. (the "Credit Agreement"), to which Credit Agreement reference is hereby made for a statement of the terms and conditions by which loans evidenced hereby were or may be made, and for a description of the conditions upon which this Note may be prepaid or required to be paid.

CITY OF WAUSAU

By: _____
Doug Diny, Mayor

By: _____
Kaitlyn Bernarde, City Clerk



Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Memorandum

From: Anne Jacobson *aj*
To: Finance Committee
Date: November 18, 2025
Re: Credit Agreement with Judd S. Alexander Foundation – 201 N. 1st Ave.

On September 23, 2025, the City authorized the purchase of the former MBX Property for the purchase price of \$900,000.

Background: On October 6, 2025, I was asked to review the attached Credit Agreement and Promissory Note. The Judd S. Alexander Foundation, Inc., is offering to make loan(s) to the City up to the principal amount of \$250,000, the proceeds of which are to be used for the acquisition, revitalization and redevelopment of the property at 201 North First Avenue. I understand this loan is not necessary for the acquisition of the property.

The Lender prefers to see the redevelopment of that property include a multi-unit affordable housing component, and “any amounts advanced under the terms of the Note may be forgiven in such event.”

The loan (and accrued but unpaid interest) is due and payable **September 30, 2028**, unless the City exercises its extension option for an additional two years, to September 30, 2030.

After the September 30, 2028 deadline, interest will accrue on the unpaid principal at 5% per annum, and after maturity or any default, interest shall accrue on the principal amount of all loans made under the Note at 12% per annum.

The City entered into a similar Loan on November 15, 2016, for \$200,000 for the acquisition and redevelopment of 415 South First Avenue (former Westside Battery). At that time, for comparison, the interest rate was 2.75% and the interest at maturity was 10%.

Summary: While the agreement is approved as to form, I make no opinion on the business terms of this Agreement. I point out that this is a loan, forgivable in amounts and at a time in the sole discretion of the Lender.

The City has enjoyed a collaborative relationship with the Foundation, and as such, can certainly choose to accept this loan, knowing it is the intent of the Foundation to forgive the loan(s) up to \$250,000, if the City is able to redevelop the property within 3 to 5 years, and include an affordable housing component. While there are no objective standards for achieving loan forgiveness, it is expected that the City would continually market the property and remain in discussions with the Foundation throughout the initial term if it finds itself unable to complete redevelopment in that time. The City can then exercise its sole option, to extend the deadline for repayment for an additional two years, giving it five (5) years within which to redevelop the property.

JUDD S. ALEXANDER FOUNDATION, INC.

500 FIRST STREET, SUITE TEN
P.O. Box 2137
WAUSAU, WISCONSIN 54402-2137

December 1, 2025

OFFICERS & DIRECTORS

GARY W. FREELS
PRESIDENT & CEO

JOHN D. DUDLEY
VICE PRESIDENT

LON E. ROBERTS
TREASURER/SECRETARY

DENNIS M. DELOYE
DIRECTOR

KATHY J. STRASSER
DIRECTOR

JOHN T. TUBBS
DIRECTOR

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

Re: Proposed Forgivable Loan Relating to
MBX Property Acquisition

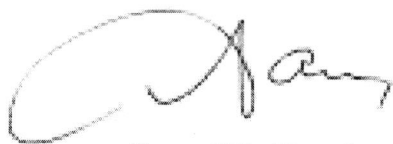
Dear Mayor Diny:

I understand from the press coverage last week that the City's Finance Committee had concerns regarding the proposed forgivable loan arrangement that Judd S. Alexander Foundation, Inc. made available to the City in connection with its recent acquisition of the MBX property. Frankly, I am hard-pressed to understand the Committee's concerns, as we understand that the MBX property has already been acquired and the proposed arrangement would result in significant dollars being received by the City, at no cost, in connection with the redevelopment of that property. That said, if there is no interest on the part of the City to take advantage of the proposed arrangement, the Foundation certainly has other places where it can put its charitable dollars. The Foundation has strongly considered simply

withdrawing the offer; however, given that the Foundation has already made a commitment, the Foundation will keep the offer in place until December 31, 2025. If, prior to that date, the City is willing to enter into the terms as proposed by the Foundation, the transaction can move forward. If not, again, the Foundation will simply move on to other projects.

Sincerely,

JUDD S. ALEXANDER FOUNDATION, INC.

A handwritten signature in dark ink, appearing to read "Gary W. Freels". The signature is fluid and cursive, with a large initial "G" and "F".

Gary W. Freels
President

cc: Matthew D. Rowe, Esq. (via email)

**JOINT RESOLUTION OF AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Authorizing the Execution of Airport Ground Lease – Matthew and Karin Gast.

Committee Action: AIR Approved
 FIN Pending

Fiscal Impact: Annual lease and tax revenues

File Number: 25-1205

Date Introduced: December 9, 2025

RESOLUTION

WHEREAS, your Airport Committee, at their November 12, 2025 meeting, approved construction of a 60' x 60' hangar in the Wausau Downtown Airport hangar development area by Matthew and Karin Gast; and

WHEREAS, your Finance Committee, at their December 9, 2025, meeting, approved entering into a ground lease with Matthew and Karin Gast, a copy of which standard lease is attached and incorporated herein by reference, and in general, provides for a twenty (20) year lease with the opportunity for renewal, a lease payment of 12¢ per square foot adjusted annually, and a payment to the City of real estate taxes as a building on lease land; and

WHEREAS, there exists potential for greater future development in the hangar area if ground tenants were allowed to mortgage their leasehold interests to the lender financing the construction of the hangar.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute an original of a modified standard ground lease, which leasehold interest may be secured to finance the construction of the hangar, and any related documents necessary to assist in the closing of said loan.

Approved:

Doug Diny, Mayor

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this ____ day of _____, 2025 by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Matthew and Karin Gast, 4502 Estate Drive, Weston, WI 54476, hereinafter referred to as "TENANT;"

WITNESSETH:

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

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

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

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

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises for aeronautical purposes in accordance with the provisions of paragraph 34.

Within sixty (60) days after the completion of the building, TENANT shall complete preparation of appropriate excavation and installation of base course (8" thick) in preparation for asphalt pavement extending from the building to the taxiway and 10' wider than each edge of the hangar. TENANT shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (60' x 60') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party

shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased premises meters for all utilities to be used on the leased premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

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

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

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

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

and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the airport, and the right to pursue all operations of the airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

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

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

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

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

TENANT shall not permit any security code provided by CITY to TENANT to be provided to any other person unless such person has been identified to and approved in advance by LANDLORD, or is an authorized employee of TENANT. Any guest or passenger of TENANT shall be personally escorted by the TENANT, or an authorized employee of TENANT, into and out of security gates of the Airport security fence.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased premises at no cost to the CITY. TENANT shall restore leased premises to orderly condition.

B. At TENANT's option, all buildings and improvements located on the leased premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the buildings, fixtures and other improvements pursuant to s. 70.17(3), Wis. Stats.

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from safely

using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

32. Visitors. TENANT shall be responsible for and cause TENANT's passengers, guests or employees to act in a manner that will not disturb other users of the Airport and to pay all reasonable charges for maintenance and repair of damages to the leased premises or Airport caused by TENANT or TENANT's passengers, guests or employees.

33. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Matthew and Karin Gast
4502 Estate Drive
Weston WI 54476

If to CITY: City Clerk
407 Grant Street
Wausau, WI 54403

34. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local

ordinances.

C. Hangars shall not be used as a residence.

35. Sale of Hangar. In the event the Tenant sells its hangar, the Tenant shall provide to the City of Wausau's Assessment Department a copy of the bill of sale that identifies the date the hangar sold, the buyer's name, buyer's mailing address, and other pertinent contact information, along with the purchase price of the hangar.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2025.

CITY:

CITY OF WAUSAU

BY _____
Doug Diny, Mayor

BY _____
Kaitlyn A. Bernarde, City Clerk

TENANT:

BY _____
Matthew Gast

BY _____
Karin Gast

[illegible]

Personally came before me this ____ day of _____, 2025, the above-named Doug Diny, Mayor, and Kaitlyn A. Bernarde, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

[illegible]

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

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

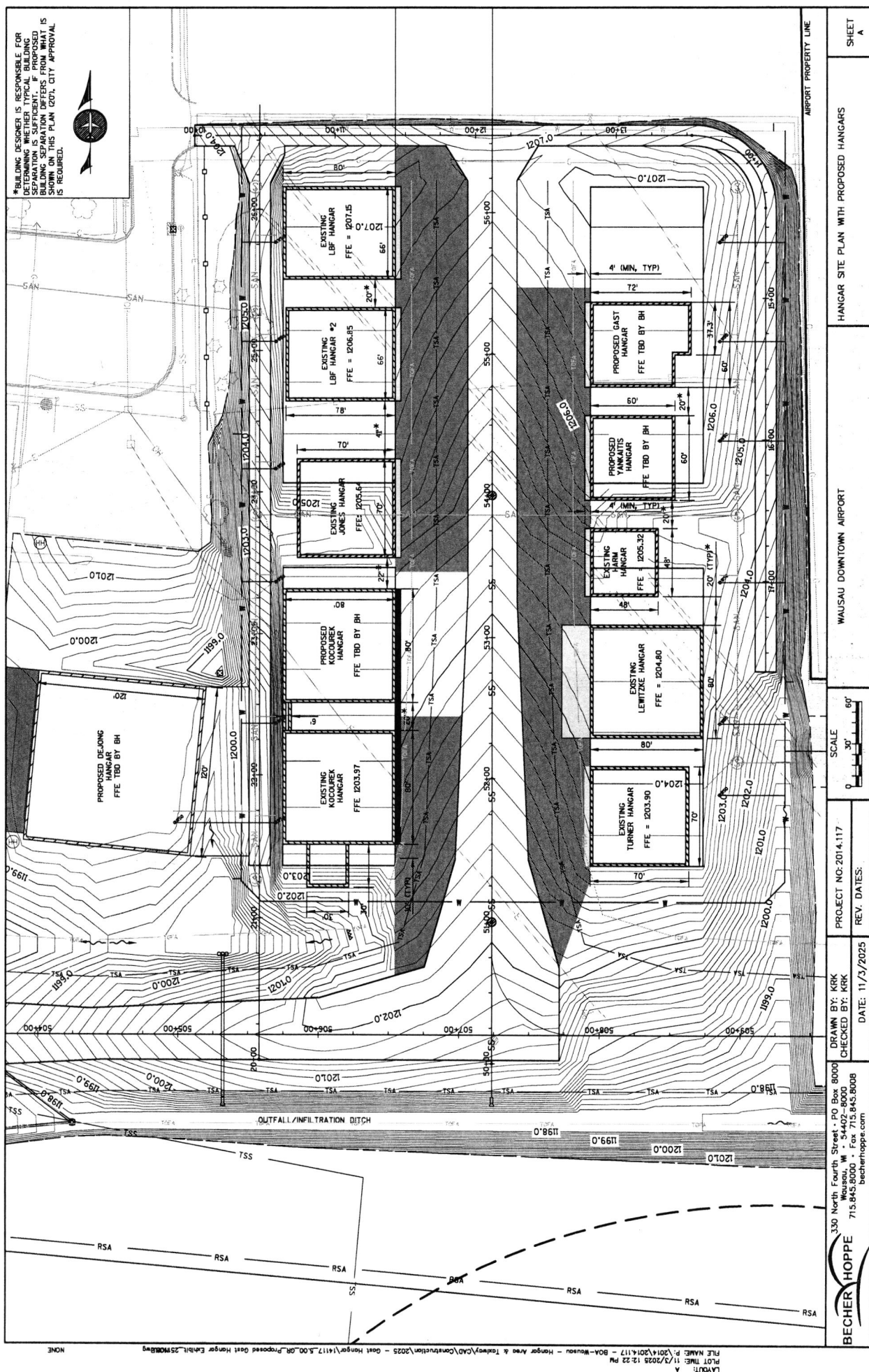
This instrument was drafted by Anne L. Jacobson,
City Attorney for the City of Wausau

Part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 12, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 12; thence S $89^{\circ}36'55''$ E, along the North line of said Northwest $\frac{1}{4}$, 1154 feet; thence S $0^{\circ}01'40''$ E, 313.01 feet to the point of beginning;

Thence continuing S $0^{\circ}01'40''$ E, 142 feet; thence N $89^{\circ}58'20''$ E, 110 feet; thence N $0^{\circ}01'40''$ W, 142 feet; thence S $89^{\circ}58'20''$ W, 110 feet to the point of beginning.

616 Woods Place



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

RESOLUTION OF THE FINANCE COMMITTEE

Approving City's Waiver of Right to Repurchase 130 N. 1st Street – Sunbelt Refugees LLC (Whitewater Music Hall).

Committee Action: Pending

Fiscal Impact: None

File Number: 25-1206

Date Introduced: December 9, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Sunbelt Refugees LLC and Vitality Bar Properties, LLC, have entered into a Purchase and Sale Agreement for \$630,000 to transfer 130 N. 1st Street to Vitality Bar Properties, LLC for continued growth and expansion; and

WHEREAS, Sunbelt Refugees LLC entered into a Construction Loan Agreement and Memorandum of Right of First Refusal on January 21, 2019 with the City; and

WHEREAS, certain restrictive covenants regarding payment of real estate tax as well as a right to repurchase the property upon receipt of a bonafide offer, run with the land for a period of twenty (20) years; and

WHEREAS, the City has no said interest in repurchasing the named property, but the real estate tax restrictions shall remain; and

WHEREAS, your Finance Committee, at their December 9, 2025 meeting, considered the matter and wishes with this transaction to waive its right to repurchase the property.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby declines to exercise its right to repurchase the property at 130 N. 1st Street in order to allow the transfer of title of the property to Vitality Bar Properties, LLC.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the Mayor and Clerk are hereby authorized to execute an appropriate Waiver of First Right of Refusal to Repurchase Property and execute all documents reasonably necessary to consummate the transaction contemplated by the Purchase and Sale Agreement.

Approved:

Doug Diny, Mayor

CONSTRUCTION LOAN AGREEMENT

THIS TERM LOAN AGREEMENT (this "Agreement") is made as of the 21st day of January, 2019, by and between Sunbelt Refugees LLC, a Wisconsin limited liability company, with its place of business located at 130 N. 1st Street, Wausau, Wisconsin 54403 ("Borrower"), and the City of Wausau, a Wisconsin municipal corporation with its principal place of business located at 407 Grant Street, Wausau, Wisconsin 54403 ("Lender").

WITNESSETH:

WHEREAS, Borrower owns the real estate located at 130 N. 1st Street, Wausau, Wisconsin and legally described on the attached Exhibit A (the "Property") where Whitewater Music Hall LLC ("Whitewater"), an entity related to the Borrower, plans to operate the business commonly known as "Whitewater Music Hall" (the "Business") and intends to make improvements upon the Property, including exterior improvements in conformance with the plans and specifications attached as Exhibit A-1 (the "Project"); and

WHEREAS, Borrower has requested Lender to loan One Hundred Seventeen Thousand and 00/100s Dollars (\$117,000.00) to finance renovations and improvements made to the Property; and

WHEREAS, Lender is willing and prepared to extend such a term loan to Borrower upon the following terms and conditions and as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. AMOUNT AND TERMS OF LOAN.

1.1 Loan Amount. During the period from the date of this Agreement and January 21, 2020 or the earlier termination hereof, the Borrower may obtain, subject to the terms and conditions hereof, loan advances (the "Loan") from the Lender in the aggregate amount not exceeding \$117,000.00 (the "Loan Amount") to pay the costs associated with the Project as reflected in the construction budget for the planned improvements on the Property prepared by Borrower and attached as Exhibit B, as amended from time to time (the "Construction Budget"). The Loan Amount shall be paid pursuant to Section 1.2 below. The Loan will be evidenced by a single promissory note of the Borrower to the Lender in the principal amount of the Loan Amount (the "Note"). The Note shall be repayable according to the terms stated in the Note.

1.2 Payment of Loan Proceeds. The Borrower shall provide the Lender with: (a) a sworn statement disclosing the various contracts entered into by the Borrower and setting forth the names of the contractors, their addresses, work or materials to be furnished, amounts of the contracts, amounts paid to date, amounts of current payments and balances due; and (b) a sworn statement from the general contractor setting forth in detail all contractors and material suppliers with whom he has contracted, their addresses, work or materials to be furnished, amounts of the contracts, amount paid to date, amounts of current payment and balances due.

Prior to each disbursement of funds hereunder, it is a requirement that the Lender be furnished: (a) a sworn statement from the general contractor setting forth all contractors and materialmen with whom he has contracted, amounts of the contracts, amount paid to date, amounts of current payment and balances due, all amounts for exterior improvements and certifying which of such costs represent costs for materials and labor directly related to exterior improvements to the Property; (b) a report or a certification by an architect certifying that work has been completed and materials are in place as indicated by the request for payment of the general contractor; (c) sufficient funds to cover the requested disbursements and to pay for extras or change orders for which waivers have not been deposited and for which funds have not previously been deposited; and (d) statements, waivers, affidavits, supporting waivers and releases of liens, as required by and reasonably satisfactory to Lender. All disbursements for construction purposes will be made by the Lender directly to the general contractor for the Project. If at any time during the course of construction of the total of the unpaid disclosed cost of construction as indicated by the column totals on the sworn statement from the general contractor exceeds the amount of the undisbursed Loan proceeds as calculated by subtracting the total amount of liability taken on the endorsements from the face amount of the Loan, the Lender, in its sole discretion, need not make further disbursements under the terms of this Agreement until the Borrower has deposited in this escrow trust the sum necessary to make the available funds equal to the unpaid disclosed cost of construction, or unless specifically directed to make such further disbursements by the Lender. If Lender discovers a misstatement in an affidavit furnished by a general contractor or Borrower, it may stop disbursement until the misstatement has been corrected.

1.3 Use of Proceeds. Advances by Lender under the Note shall be used exclusively by Borrower for the purposes represented to the Lender to wit: to pay the costs of materials and labor directly related to exterior improvements upon the Property.

1.4 Change Order. All requests for changes in the plans and specifications for the improvements which change the Construction Budget, with a value over \$1,000.00 for a single request or a value over \$5,000.00 in the aggregate must be in writing, signed by Borrower and the architect, and delivered to Lender for its approval. Borrower will not permit the performance of any work pursuant to any change order or modification of the construction contract or any subcontract for which Lender approval is required without the prior written approval of Lender. Borrower will obtain any required permits or authorizations from government authorities having jurisdiction before approving or requesting a new change order.

2. COLLATERAL. As a condition precedent for Lender to make the Loan, the following agreements and documents shall have been executed and delivered to Lender by the party indicated:

a. General Business Security Agreements. Borrower and Whitewater shall each execute and deliver to Lender, general business security agreements (the "Security Agreements"), granting Lender a security interest in the collateral defined therein (the "Collateral"), to secure repayment of the Note and any and all other liabilities and indebtedness of Borrower to Lender (the Note and such other liabilities and indebtedness hereinafter collectively referred to as "Borrower's Obligations"). The security interests

granted pursuant to the Security Agreements shall constitute a valid and perfected lien in the Collateral subordinate only to the Senior Debt (as defined below).

b. Mortgage. Borrower shall execute and deliver to Lender a mortgage on the Property, granting Lender a lien on said Property (the “Mortgage”), to further secure repayment of the Note. The security interest granted to Lender by Borrower pursuant to the Mortgage shall constitute a valid and perfected lien in and to the Property subordinate only to a first priority lien in favor of Bank in the original principal amount of \$500,000.00 (the “Senior Debt.”)

c. Guarantees. Bradley A. Ballard and Kelly J. Ballard, husband and wife, each adult residents of the State of Wisconsin, and Whitewater (collectively, “Guarantors”), will personally and unconditionally guarantee the Loan.

d. Insurance. Borrower shall provide evidence of insurance covering the collateral satisfactory to Lender showing that Lender is an additional insured and loss payee to the extent of its interest.

e. Financing Statement. Lender shall file with the Department of Financial Institutions for the State of Wisconsin UCC financing statements (or equivalent documents) naming Lender as secured party and describing the Collateral as the property covered thereby, including continuation statements (collectively, the “Financing Statements”), together with any and all other appropriate documents and instruments as Lender may request in order to perfect the security interests granted to it in and to the Collateral pursuant to the Security Agreements.

f. Construction Loan Escrow Agreement. Borrower shall execute and deliver to Lender a Construction Loan Escrow Agreement in a form reasonably acceptable to Lender.

For the purposes of this Agreement, this Agreement, the Note, the Security Agreements, the Mortgage, the Guarantees, the Financing Statements, the Construction Loan Escrow Agreement, and all the supporting documents referred to above are referred to as the “Borrower’s Documents” or the “Loan Documents.”

3. COVENANTS OF BORROWER. On and after the date hereof and until the payment in full of the Note and all of the other Borrower’s Obligations, and the performance of all other obligations of Borrower hereunder, Borrower agrees that, unless Lender shall otherwise consent in writing:

a. Compliance With Laws. Borrower shall comply with the requirements of all applicable local, state and federal laws, and of all rules, regulations and orders of any governmental or other authority or agency, a breach of which would materially and adversely affect the Business or credit of Borrower, except where contested in good faith and by property proceedings.

b. Other Indebtedness. Except in the ordinary course of business and in connection with the above described loan from Bank, Borrower shall not incur, create,

assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Borrower: (i) for borrower money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (ii) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (iii) evidenced by notes, bonds, debentures or similar obligations; or (iv) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss.

c. Books and Records. Borrower shall at all times keep proper books of record and accounts for the Business, and, upon request of Lender, Borrower shall provide any duly authorized representative of Lender access during normal business hours, and permit such representative to examine, copy or make extracts from, any and all books, records and documents in Borrower's possession or control relating to Borrower's affairs at the Business; provided, however, that Lender shall treat all such books and records as confidential and shall only be permitted to disclose the information contained therein to its legal counsel, its independent public accountants, or in connection with any action to collect any of Borrower's Obligations or to enforce this Agreement or the documents related hereto, or as otherwise permitted by law.

d. Real Estate Taxes. 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. Borrower agrees that prior to the date that is twenty (20) years after the Effective Date (the "Termination Date"), Borrower (or a successor owner of the Property as applicable) will pay, when due, all real ad valorem real estate taxes on the Property. Borrower may transfer the Property to an entity or third party at any time; provided, however, that the obligation of the owner of the Property to continue making ad valorem real estate tax payments shall apply through the Termination Date whether or not the entity or other third party as successor to the Property is an entity or body normally exempt from paying ad valorem real estate taxes. Upon reaching the Termination Date, all future ad valorem real estate tax payments, and applications of exemptions from ad valorem real estate taxes, shall be made in accordance with normal rules concerning the same. The restrictions contained in this Section shall run with the lead as it relates to the Property for a period of twenty (20) years. This restriction shall be memorialized in the Memorandum (as defined below).

e. Use of Loan Proceeds. Borrower shall utilize the Loan Amount solely and exclusively for the renovation of the Property.

f. Access. Borrower shall grant to Lender's agents reasonable access to the Property at any reasonable time, with forty-eight (48) hours' written notice, in order to inspect the Collateral, the Property, and the Business.

g. Compliance with Applicable Law. Borrower is in compliance with and shall continue to comply with all federal and state laws necessary for receipt of the Loan and, including without limitation:

i. Title VI of the Civil Rights Act of 1964 which provides that no persons in the United States shall on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

ii. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act.

iii. Section 3 of the Housing and Urban Development Act of 1968 which provides to the extent feasible, opportunities for training and employment shall be given to lower income residents of the project area.

iv. Fair Labor Standards Provisions which govern responsibilities for workers employed in connection with federally-assisted construction (and in some instances equipment related) projects.

h. Early Termination of Loan. Borrower shall repay the Loan upon any closing of the Business of Borrower, refinancing without Lender's prior written approval which shall not be unreasonably withheld, sale in whole or in part or other disposition of any portion of the Collateral, without Lender's prior written approval, including foreclosure.

i. Condition of Collateral. Borrower shall maintain the Property and the Collateral in good working order and repair and in compliance with applicable state, local and federal laws relating thereto and indemnify Lender against any claims arising from or relating to the environmental condition of the Collateral, including any claims under any pollution, toxic waste, dumping or environmental law.

j. Certificate of Compliance. Borrower shall furnish to Lender upon request, certified evidence satisfactory to Lender in all respects of the expenses incurred for acquisition and renovation of the Property.

k. Good Standing; Authority. Borrower is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. The execution, delivery, and performance of Borrower's Obligations pursuant to this Agreement and any other agreement required by Lender will not violate or conflict with Borrower's articles of organization, operating agreement, or any indenture, instrument or material agreement by

which Borrower is bound and have been duly authorized by all necessary corporation action and will constitute valid and binding obligations of Borrower in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity and other similar laws of general application affecting the enforceability of equity and other similar laws of general application affecting the enforceability of creditors' rights generally.

1. Loan Compliance. Borrower is in compliance with and shall continue to comply with any obligations with governmental bodies which Lender is bound by, subject to or which Lender has agreed to require Borrower's compliance with as a condition for providing or continuing financing to Borrower.

4. EVENTS OF DEFAULT; REMEDIES. Any one or more of the following events shall constitute an "Event of Default" if, after receiving written notice from Lender, said Event of Default remains uncured for ten (10) days (the term "Borrower" as used in this paragraph shall mean Borrower, Guarantor, or any combination of the foregoing):

a. Failure to Make Payments. Borrower shall fail to pay, when due, any amounts required to be paid under the Loan Documents or any other indebtedness of Borrower to Lender including those which now or hereafter arise relating to the Business.

b. Failure to Observe or Perform Covenants. Borrower shall fail to observe or perform any of its covenants, conditions or agreements to be observed or performed by it under this Agreement or any of the documents related hereto or under any other agreement or contract by and between Borrower.

c. Bankruptcy, ect. Borrower shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future state or federal bankruptcy act or under any similar federal or state law, or shall be adjudicated as bankrupt or insolvent, or shall make a general assignment for the benefit of creditors, or shall be unable to pay debts generally as they become due; or if a petition or answer proposing the adjudication of Borrower as a bankrupt or reorganization under any present or future state or federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or if a receiver, trustee or liquidator of Borrower, or of all or substantially all of the assets of Borrower, shall be appointed in any proceeding brought against Borrower and shall not be discharged within sixty (60) days of each appointment; or if Borrower shall consent to or acquiesce in such appointment; or if any property of Borrower shall be levied upon or attached in any proceeding.

d. Failure to Pay Judgments. Final judgment(s) for the payment of money shall be rendered against Borrower and shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed.

e. Insolvency. Borrower shall be or become insolvent (whether in the equity or bankruptcy sense.)

f. Untrue or Misleading Statements. No statement of fact by Borrower contained in this Agreement and no statement of fact furnished by Borrower to Lender pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

g. Liquidation, Termination, etc. of Business Operations or Sale of Assets. Borrower shall liquidate, wind up, dissolve, merge, terminate or suspend business operations, or sell all or substantially all assets without the prior written consent of Lender.

h. Failure to Pay Taxes. Borrower shall fail to pay, withhold, collect or remit any tax or tax deficiency when assessed or due which failures in total exceeds One Thousand and 00/100s Dollars (\$1,000.00) at any one time (other than any tax or tax deficiency which is being contested in good faith and by proper proceedings and for which adequate reserves therefor shall have set aside on its books (the adequacy of such reserves being determined in accordance with generally accepted accounting principles)) or notice of any state or federal tax lien shall be filed or issued.

i. Garnishment or Attachments. Any property of Borrower shall be garnished or attached in any proceedings and such garnishment or attachment shall remain undischarged for a period of ninety (90) days during which execution has not effectively been stayed.

j. Failure to Subordinate. Borrower shall pay the principal and/or the interest on any loan to a Member or Guarantor or make dividend payments to any equity owner of the Borrower at any time any portion of this Loan is outstanding.

Upon the occurrence of an Event of Default and at any time thereafter, any one or more of the following remedial steps may be taken by Lender:

k. Acceleration of Note. Lender may, without notice, declare all or part of the principal balance of the Note plus accrued interest thereon to be immediately due and payable, whereupon the same shall become immediately due and payable by Borrower:

l. Collection Actions. Lender may take whatever action at law or in equity as may appear necessary or appropriate to collect the amounts when due and thereafter to become due under the Note, this Agreement, and the documents related hereto; and

m. Enforcement Actions. Lender may take whatever action in law or in equity as may appear necessary or appropriate to collect any other amounts then due and thereafter to become due under this Agreement and the documents related hereto and to enforce performance and observance of any obligation, agreement or covenant of Borrower thereunder.

5. RIGHT OF FIRST REFUSAL. As addition consideration for the Lender making the loan Borrower grants to the City a right of first refusal to purchase the Property. If at any time during a period of twenty (20) years from the date of this Agreement, Borrower receives

any bona fide offer to purchase (the “Offer to Purchase”) the Property, which offer Borrower desires to accept, Borrower shall give notice to the Lender in writing of such offer, and the Lender shall have twenty (20) days after receipt of such notice within which to notify Borrower of the Lender’s election to purchase the Property upon the terms and conditions set forth in the Offer to Purchase. The notice from Borrower to the Lender shall contain a copy of the Offer to Purchase as described in the offer. If the Lender elects to exercise its right of first refusal, by providing notice to Borrower within the time period set forth above, Borrower and the Lender shall proceed to close the transfer of the Property in the time period for the closing as set forth in the Offer to Purchase. In the event that the Lender fails to provide Borrower with notice within the time period set forth above, Borrower may transfer the Property free and clear of the terms of the Right of First Refusal. In the event that neither the Lender nor a third-party purchaser closes on the purchase of the Property pursuant to any offer to purchase, the Right of First Refusal shall renew and continue in effect with respect to subsequent Offer(s) to Purchase. The Borrower agrees to execute and record a memorandum evidencing the above upon request by the Lender (the “Memorandum”).

6. NOTICES. All notices, consents, requests, demands and other communications hereunder shall be given to or made upon the respective parties hereto at their respective addresses specified below or, as to any party, at such other addresses as may be designated in a written notice to all of the other parties hereto. All notices, requests, consents and demands hereunder shall be effective when personally delivered or duly deposited in the United States mail, certified or registered, postage prepaid, or delivered to a commercial courier delivery company, fees prepaid, addressed aforesaid.

If to Lender: City of Wausau
 407 Grant Street
 Wausau, WI 54403
 ATTN: Toni Rayala, Clerk

With a copy to: City of Wausau
 407 Grant Street
 Wausau, WI 54403
 ATTN: Director Community Development

If to Borrower: Sunbelt Refugees LLC
 130 N. 1st Street
 Wausau, WI 54403
 ATTN: Bradley or Kelly Ballard

7. MISCELLANEOUS.

a. Waivers, etc. No failure on the part of Lender to exercise, and no delay in exercising, any right or remedy hereunder or under applicable law or any document or agreement related hereto shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

b. Expenses. Borrower shall reimburse Lender for any and all reasonably necessary costs and expenses, including, without limitation, reasonable attorneys' fees, paid or incurred by Lender in connection with the enforcement by Lender during the term hereof or thereafter of any of the rights or remedies of the Lender under any of the foregoing documents, instruments or agreements or under applicable law, whether or not suit is filed with respect thereto and whether or not such costs are paid or incurred, or to be paid or incurred, prior to or after entry of judgment, including collection fees and expenses as provided in the Note. The foregoing all shall be secured by the Collateral.

c. Amendments, etc. Borrower's Documents may not be amended or modified, nor may any of their terms (including, without limitation, terms affecting the maturity of or rate of interest on the Note) be modified or waived, except by written consent instruments signed by Lender and Borrower.

d. Successors. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns; provided, however, that Borrower may not transfer or assign its rights to borrow hereunder without the prior written consent of Lender.

e. Counterparts. This Agreement may be executed by facsimile signature or otherwise, in any number of counterparts, each counterpart shall constitute an original agreement, and all counterparts when taken together, shall constitute a single agreement.

f. Governing Law. The Loan Documents and all other agreements related hereto shall be construed in accordance with and governed by the laws of the State of Wisconsin.

g. Headings and Use of Language. The descriptive headings for the several sections of this Agreement are inserted for convenience only and shall not define or limit any of the terms or provisions hereof. Words of any gender used in this Agreement shall be held and construed to include the plural and words in the plural shall be held to include the singular, unless the context otherwise requires.

h. Term. Unless sooner terminated by either party pursuant to the provisions hereof, the original term of this Agreement shall commence as of the date hereof and continue thereafter for a period of seven (7) years. Lender shall not be obligated to extend the term hereof pursuant to this subsection under any circumstances or conditions whatsoever, and Borrower hereby acknowledges that Lender has not agreed, warranted or represented in any manner whatsoever that it would extend the term.

i. Expenses of Loan Documents. Borrower shall reimburse Lender for Lender's loan closing expenses, including attorneys' fees. Said expenses up to \$1,000.00 shall be deducted from proceeds of the Loan at the option of Lender.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF WAUSAU

SUNBELT REFUGEES LLC

By: _____
Name: _____
Title: _____

By: _____
Kelly J. Ballard, Chairman

EXHIBIT A

Legal Description of Property

Land described in Certified Survey Map No. 450 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 2 of Certified Survey Maps on page 200; being part of Blocks one (1) and two (2) of the Original Plat of Wausau; and part of Government Lot five (5), all in Section thirty-five (35), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; EXCEPTING that part thereof described in deed recorded in said Register's office as Document No. 1359077.

PIN: 291-2907-351-0171
Address: 130 N. 1ST Street, Wausau, WI 54403

EXHIBIT B
Construction Budget

As provided from General Contractor – JAS Construction, Inc. the below are approved expenditures:

Sprinkler System:	\$ 40,000
ADA Bathroom Renovations:	\$ 21,000
Exterior Canopy Improvements:	\$ 16,000
Exterior Windows:	\$ 15,000
Exterior Masonry and Steel:	\$ 12,000
Exterior Electrical:	\$ 2,000
Plumbing:	\$ 1,000
Insulation	\$ 3,000
Exterior Signage:	\$ 6,000
 SUB TOTAL:	 \$116,000
 Attorney/closing costs:	 \$ 1,000
TOTAL:	\$117,000

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

Rock Solid RE LLC

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/~~Seller~~) **STRIKE ONE**

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

1 The Offer to Purchase dated 11/19/2025 and signed by Buyer Vitality Bar Properties, LLC
2 _____ for purchase of real estate at 130 N 1st St., Wausau, WI 54403

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

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

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 **This counter offer is for Addendum T attached along with Addendum A.**

9 **Addendum B items will remain at the property and will be purchased separately on a bill of**
10 **sale within 24 hours of closing.**

12 **\$630,000 purchase price is fully allocated to the property.**

14 **All liens will be paid by seller prior to or at closing so property is free and clear of**
15 **any liens.**

28 The attached _____ **Add T, A, B** _____ is/are made part of this Counter-Offer.

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

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
31 making the Counter-Offer on or before November 20, 2025 (Time is of

32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
33 unless otherwise provided in this Counter-Offer.

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

36 This Counter-Offer was drafted by Tammy Waraksa - Rock Solid RE LLC on 11/19/2025

37 Jason Mack 11/19/25 Jessica Mack 11/19/25 Bradley Ballard 11/20/25

38 (x) Buyer's Signature Jason Mack Date 11/19/25 Seller's Signature Bradley Ballard Date 11/20/25
39 Print name Vitality Bar Properties, LLC 11/19/25 Print name Kelly J Ballard 11/20/25

40 Kyle Hunter 11/19/25 Hanna Hunter 11/20/25

41 (x) Buyer's Signature Kyle Hunter Date 11/19/25 Seller's Signature Kelly J Ballard Date 11/20/25
42 Print name Kyle Hunter Date 11/19/25 Print name Kelly J Ballard Date 11/20/25

44 This Counter-Offer was presented by Anthony P Morice Jr of NAI Pfefferle via email on 11-19-2025
45 _____ Licensee and Firm _____ Date _____

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

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

Addendum T to the Offer to Purchase

Addendum attached to and made part of the Offer to Purchase dated November 11, 2025 made by the Buyer,
Vitality Bar Properties, LLC with respect to the Property at 130 N 1st St., Wausau
 _____, Wisconsin.

1. Line 9 & 10 of offer (regarding price) to \$630,000.
2. Lines 12-14 in offer (regarding items included) is clarified to say "all items attached to building in Addendum A & other items in Addendum B."
3. Lines 20-21 in offer (regarding items not included) will be brewing equipment and all tenant items not fixed to the building are not included.
4. Line 37 of offer regarding deadline to accept is now 11/20/25.
5. Lines 44-45 regarding closing date will be 15 days after all contingencies are waived or completed/satisfied.
6. Line 55 of offer regarding earnest money is now changed to \$25,000 and due within 5 calendar days of acceptance. After 1/2/26 this becomes non-refundable if buyers do not close.
7. Lines 57-58 of offer to read Runkel Abstract and Title will hold earnest money.
8. Line 226 in offer is 19 days.
9. Line 233 of offer is now checked with an "x" to say seller will provide leases within 7 days of acceptance. After change, line 635 is now changed to blank.
10. Line 258 of offer regarding an environmental evaluation deadline is 19 days.
11. Line 320 of offer inspection deadline is 19 days.
12. Line 358 of offer to read interest rate not to exceed 7%
13. Line 630 reads if notice is not provided for items on lines 626-629 of offer by 12/9 then contingency is deemed satisfied.
14. Lines 632-633 are deleted.
15. CWBR Addendum A to offer line 308 & 324 to read 11/20/25.
16. City of Wausau has first right of refusal on the property that will show in title work.
17. A \$15,000 credit towards closing costs and prepaids at closing will be given from seller to buyer at closing.
18. The buyer agrees to purchase items on Addendum B on a separate bill of sale for \$15,000 within 24 hours of closing.

Authentisign <i>Jason Mack</i> Jason Mack 11/19/25 (Buyer's Signature) ▲ Vitality Bar Properties, LLC (Date) ▲	Authentisign <i>Jessica Mack</i> Jessica Mack 11/19/25 (Buyer's Signature) ▲ (Date) ▲	Authentisign <i>Bradley Ballard</i> Bradley Ballard 11/20/25 (Seller's Signature) ▲ (Date) ▲
<i>Kyle Hunter</i> Kyle Hunter 11/19/25 (Buyer's Signature) ▲ (Date) ▲	<i>Hanna Hunter</i> Hanna Hunter 11/19/25 (Buyer's Signature) ▲ (Date) ▲	<i>Kelly J Ballard</i> Kelly J Ballard 11/20/25 (Seller's Signature) ▲ (Date) ▲

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

NAI Pfefferle

WB-44 COUNTER-OFFER

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

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

1 The Offer to Purchase dated 11/11/2025 and signed by Buyer Jessica & Jason Mack, Kyle & Hanna Hunter
2 _____ for purchase of real estate at 130 N 1st Street, Wausau, WI 54403
3 _____ is rejected and the following Counter-Offer is hereby made.

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

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: Line 9 is changed
7 to Six Hundred and Thirty Thousand Dollars, Line 10 is changed to \$630,000

8 Lines 12-14 is changed to "All items attached to building in Addendums A and other items
9 in Addendum B"

10 Lines 20-21 is changed to Brewing equipment and all tenant owned items not fixed to
11 building

12 Line 37 is changed to November 19, 2025 by 12 p.m.

13 Lines 44-45 is changed to 15 days after satisfaction or waiver of all contingencies

14 Line 55 is changed to \$25,000 which becomes non-refundable after 1/2/2026

15 Lines 57-58 is changed to Runkel Title and Abstract

16 Line 226 is changed to 20 days

17 Line 233 is now "x" changed to line 635. After change, Line 635 is changed to blank.

18 Line 258 is changed to 20 days

19 Line 320 is changed to 20 days

20 Line 358 is changed to 7%

21 Line 630 reads "If notice is not provided for lines 626-629 by 12/9/2025 is is deemed
22 satisfied"

23 Lines 632-633 are deleted as they are addressed in Lines 11-23

24 CWBR Addendum A to the offer to Purchase line 308 is changed to 11/19/2025

26 Seller discloses that City of Wausau has Right of First Refusal on property that will show
27 in title work.

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

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

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
31 making the Counter-Offer on or before 11/19/2025 12 p.m. (Time is of

32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
33 unless otherwise provided in this Counter-Offer.

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

36 This Counter-Offer was drafted by Anthony P Morice Jr of NAI Pfefferle on 11/14/2025

37 _____ Licensee and Firm _____ Date _____

38 (x) _____ (x) _____ 11/17/2025

39 Buyer's Signature _____ Seller's Signature _____ Date _____

40 Print name ► Jessica & Jason Mack Print name ► Kelly J Ballard, Member

41 (x) _____ (x) _____ 11/17/2025

42 Buyer's Signature _____ Seller's Signature _____ Date _____

43 Print name ► Kyle & Hanna Hunter Print name ► Bradley Ballard, Member

44 This Counter-Offer was presented by Tammy Waraksa-Rock Solid RE LLC on 11-18-25

45 _____ Licensee and Firm _____ Date _____

46 This Counter-Offer is (~~rejected~~) (countered) **STRIKE ONE** (Party's Initials) HH JM jm KH

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

Addendum A which is Included Equipment from Sunbelt Refugees LLC

Kitchen and Bar Equipment:

Micromatic 83415-EAM Single Gauge (60 psi) quadruple keg secondary CO2 regulator panels

Micromatic 942BN Economy Series Double Gauge Primary Nitrogen High-Pressure Regulator

Micromatic 1164 quadruple gauge premium series secondary CO2 low-pressure regulator

Micromatic 751-021 aluminum 6-way beer gas distributor

Micro Matic DP-120D-45GR 5" x 45 " Stainless steel surface mount drip tray with glass rinser

3 bowl underbar sink with two faucets and two drainboards - 72" x 18 3/4"

Sinks

18" x 24" Underbar Ice Bin - 77 lb

Hotpoint stove top oven combo units in kitchen

Sound Equipment:

Speaker mains in music hall

Mezzanine:

Furniture, cabinets, lockers

Authentisign
BB

Authentisign
KB

Authentisign
JM

Authentisign
jm

Authentisign
KH

Authentisign
HH

Addendum B Included via Whitewater Music Hall LLC

Specific value of this list is \$15,000 and will be part of the agreed sale price, the specific split value will be paid under a separate bill of sale at closing.

COFFEE EQUIPMENT

Curtis ThermaPro G4 Twin 1 Gallon Drip Brewer
Curtis Brewer Urns x4
Marzocco Linea AV Volume Programming Espresso Machine 3 Group
Mahlkonig K30 Twin Espresso Grinders
Mahlkonig GH2 Bulk Grinder

KITCHEN & BAR EQUIPMENT

Air Cooled Undercounter Half Dice Cube Ice Machine (in kitchen)
Avantco APT-48-HC 48" 1 Door Refrigerated Sandwich Prep Table
Avantco SS-UC-72R-HC 72" Undercounter Refrigerator
Solid Door Reach-In Freezer
Kitchenaid KSM8990DP Dark Pewter NSF 8 Qt Bowl Lift Commercial Countertop Mixer
Glass Ware
Counter top fridge on the bar
Bar Maid A-200 Upright Bar Glass Washer - 115V

TAPROOM

furniture in tap room, music hall, ladies lounge, gallery room, green room. 1 lot no via
Modular Stage in tap room
Brewing equipment (does not convey to Buyer)

SOUND EQUIPMENT

Main System Equipment w/Racks at Stage and Mix Position.
Tap room ambient sound system under the bar
Monitors
Microphones

Authentisign
BB

Authentisign
KB

Authentisign
JM

Authentisign
Jm

Authentisign
KH

Authentisign
HH

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
58 _____) or title company _____) **[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 _____ 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 _____
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.

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

Proposed Use: Buyer is purchasing the Property for the purpose of: _____

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

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

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

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

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

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

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

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a _____ survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

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

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

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

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

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

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

☒ Rent roll.
☐ Other _____

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 30 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 625-642 or attach as an**
291 **addendum per line 668.**

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

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 20 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 the 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 the right to cure; or

(2) Seller has the 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 commercial [loan type or specific lender, if any] first mortgage loan commitment as described below, within 45 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 540,000.00 for a term of not less than 20 years, amortized over not less than 20 years. Initial monthly payments of principal and interest shall not exceed \$ 4,105.00. 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 625-642 or in an addendum attached per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

358 ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 6.750 %.

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 45 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

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 _____ 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 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ 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 _____

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

505 ☒ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than 7 days ("7" if left blank) before closing, estoppel
506 letters dated within 15 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.**

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 625-642 or in an addendum attached per line 668. 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

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

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

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

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

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

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

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

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

☒ **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of 2.4% of purchase price (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract.

ADDITIONAL PROVISIONS/CONTINGENCIES

This offer is contingent upon buyer getting confirmation from city & contractors to be able to do the following:

1. add windows to north wall & lower level
2. add upgraded hood for deep fryer

All items included will be as seen on 11/4/2025 showing. If any items were removed, seller to notify buyer what items were removed.

Seller to provide copies of leases within 7 days of acceptance.

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

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

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

Name of Seller's recipient for delivery, if any: _____

Name of Buyer's recipient for delivery, if any: _____

Property Address: 130 N 1st St., Wausau, WI 54403

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

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

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

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

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

682 Buyer Entity Name (if any): Vitality Bar Properties, LLC
 683 (x) Jason Mack Jason Mack 11/12/25 Jessica Mack Jessica Mack 11/12/25
 684 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
 685 (x) Kyle Hunter Kyle Hunter 11/12/25 Hanna Hunter Hanna Hunter 11/12/25
 686 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
 687

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

692 Seller Entity Name (if any): _____

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

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

697 This Offer was presented to Seller by [Licensee and Firm] _____

698 _____ on _____ at _____ a.m./p.m.

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

NAIPfefferle

FOR SALE OR LEASE

20,266 SF



130 N. 1st Street Wausau, WI 54403

Property Features

- High traffic location with good visibility
- Centrally located in heart of downtown Wausau
- Close proximity to parking garage across the street
- Close to new downtown developments
- Versatile use
- Access to potential 7.5MW utility interconnection upgrade
- Owner financing at owner sole discretion

Details

Upper floor: 1 space. 10,000 sqft. Uses: residential conversion, traditional office, executive office, coworking space, creative office, retail, restaurant/tavern, event space. Newly renovated and can accommodate up to 299 people,

Lower floor. 3 spaces. Uses: traditional office, coworking space, creative office, retail, residential conversion.

Suite 137: 4,700 SF; Suite 133: 1,580 SF; Suite F: 1,935 SF

PRICE	\$1,399,500 \$899,500 \$799,000
LEASE RATES	\$6/SF NNN (EST \$2/SF NNN)
BUILDING SIZE	20,266 SF
MAIN FLOOR SIZE/BAR	± 9,327 SF
3RD FLOOR MEZZANINE SIZE	± 1,612 SF
GROUND FLOOR	4,700 SF, 1,580 SF, 1,935 SF
ACRES	0.97
ZONING	DPMU
PARKING	57 SPACES
YEAR BUILT	1973
PARCEL NUMBER	291-2907-351-0171

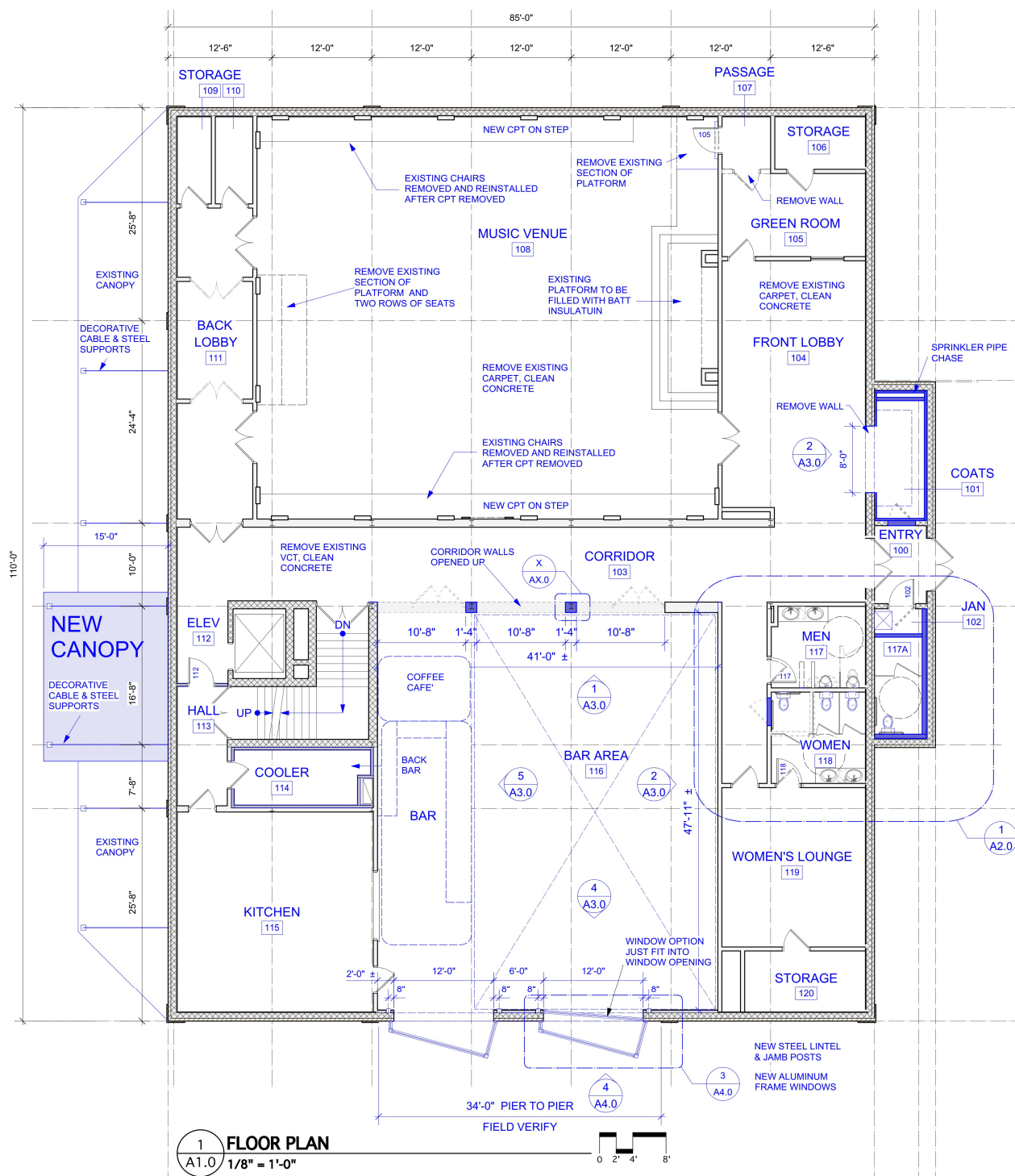
For more information:

Tony "T.J." Morice, SIOR ([About SIOR](#))
715.218.2900 • tjm@naipfefferle.com

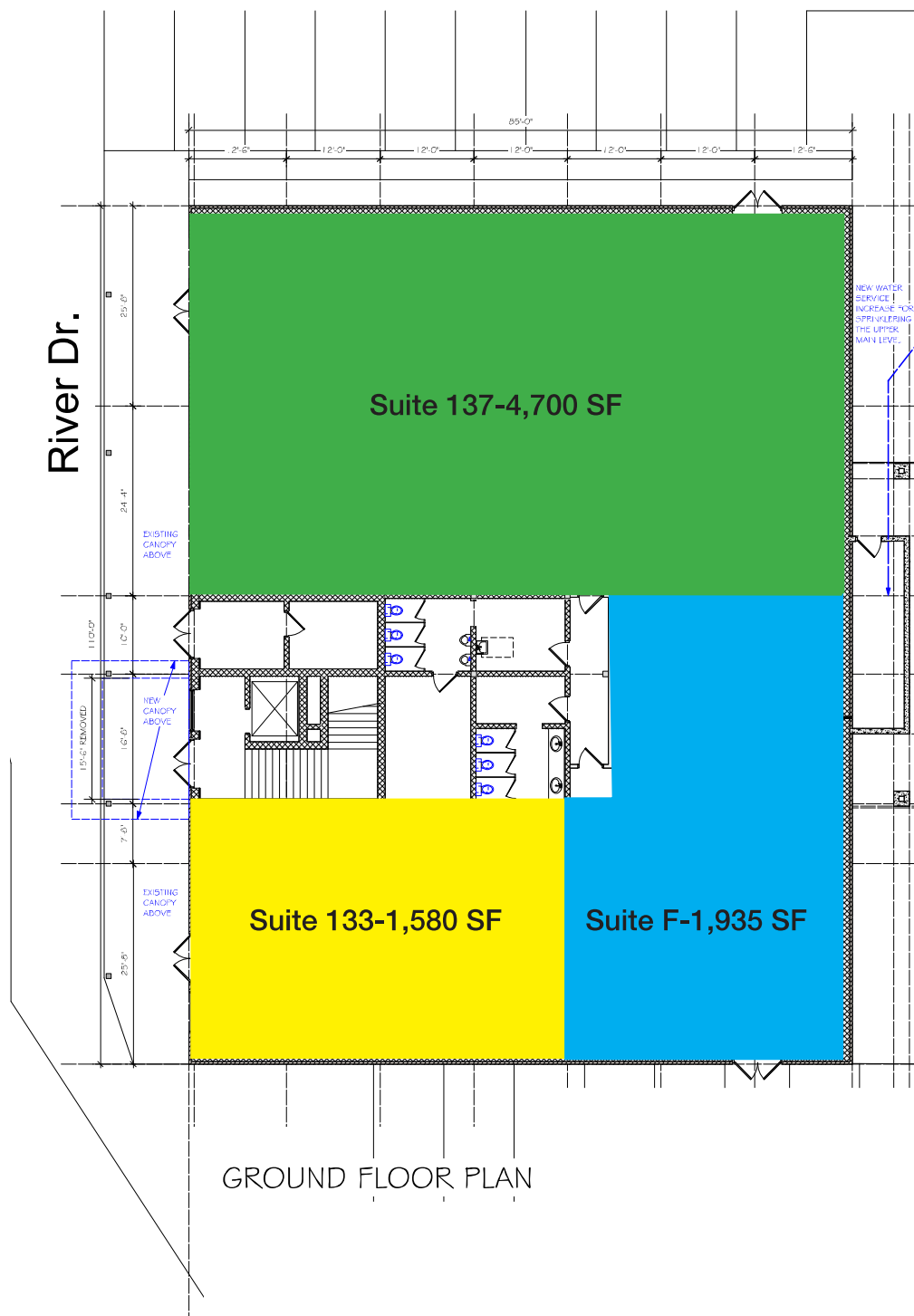
NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, AND THE SAME IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, CHANGE OF PRICE, RENTAL OR OTHER CONDITIONS, PRIOR SALE, LEASE OR FINANCING, OR WITHDRAWAL WITHOUT NOTICE, AND OF ANY SPECIAL LISTING CONDITIONS IMPOSED BY OUR PRINCIPALS NO WARRANTIES OR REPRESENTATIONS ARE MADE AS TO THE CONDITION OF THE PROPERTY OR ANY HAZARDS CONTAINED THEREIN ARE ANY TO BE IMPLIED.

327 N. 17th Avenue, Suite 303
Wausau, WI 54401
715.261.2922
naipfefferle.com

Main Floor Plan

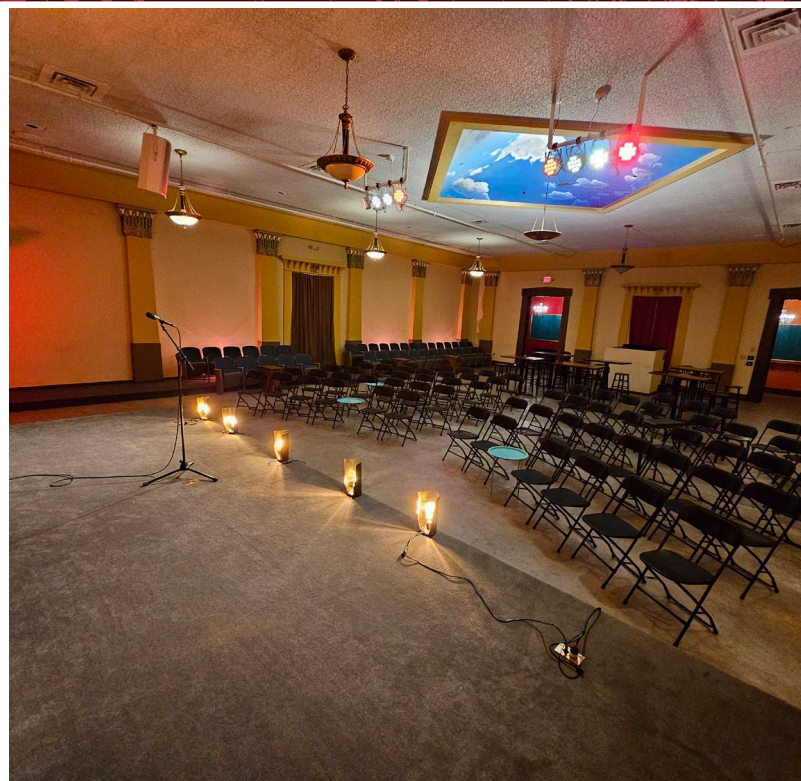


Ground Floor Plan



NAIPfefferle

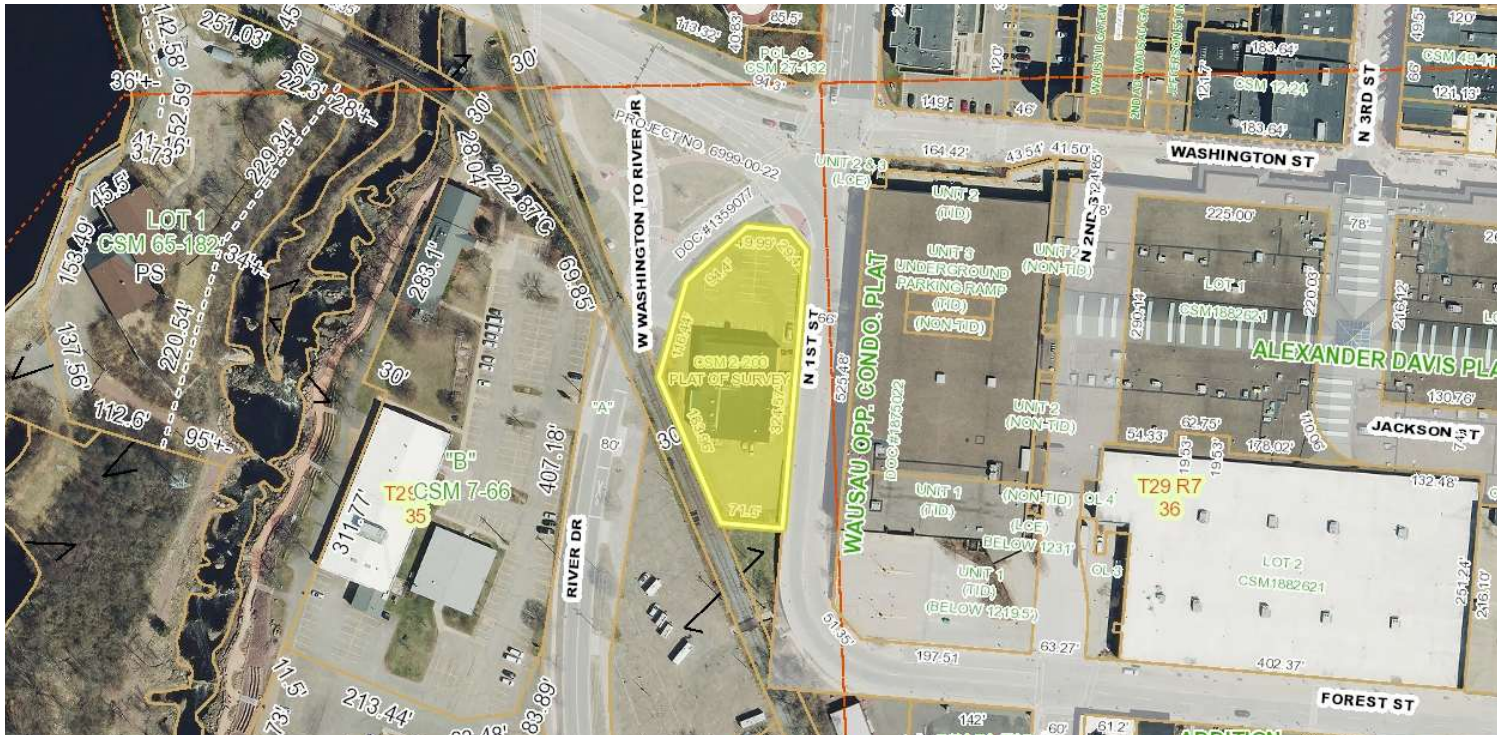
For Sale Or Lease
130 N. 1st Street
Wausau, WI



NAIPfefferle

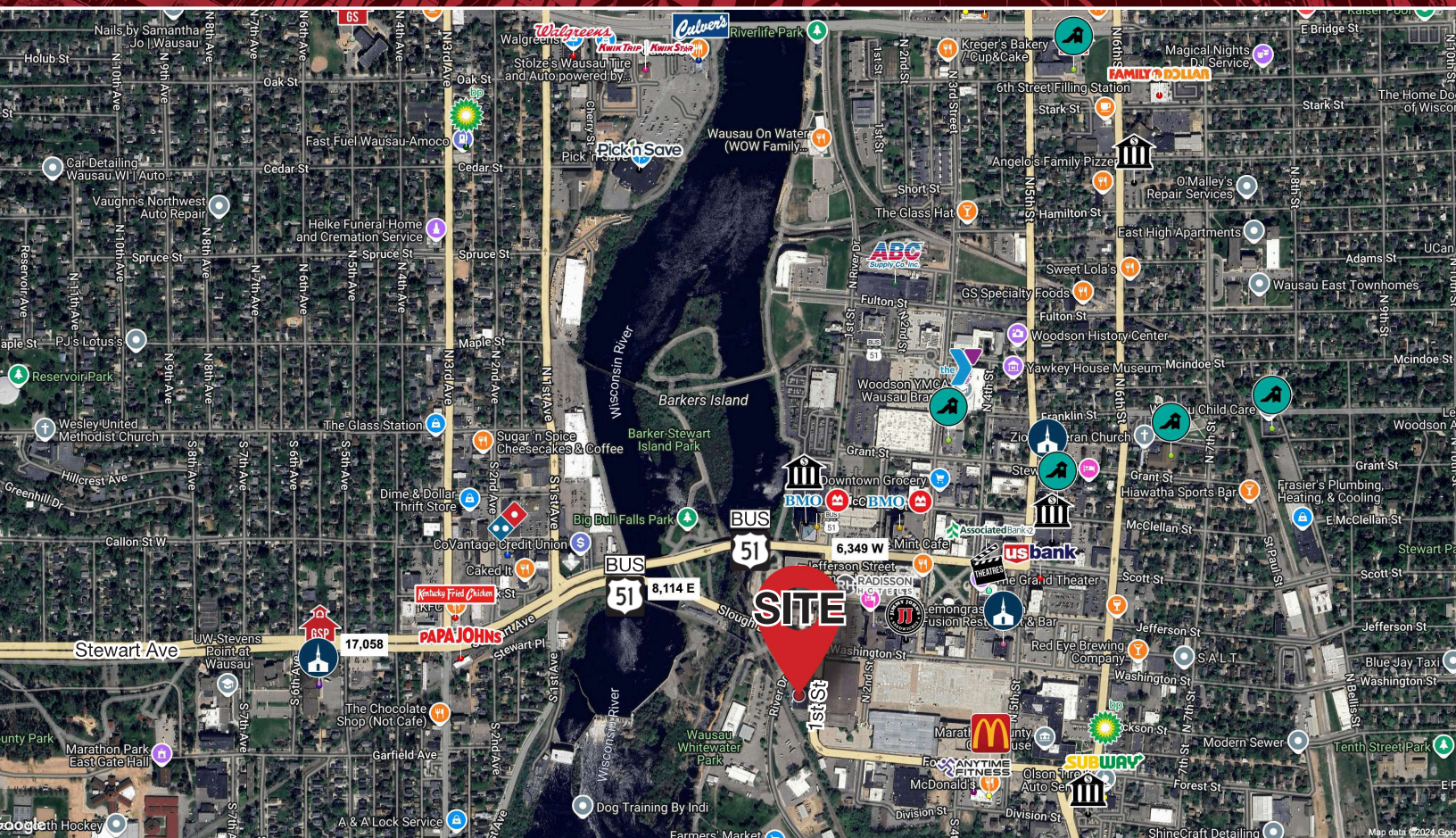
NAI Pfefferle

For Sale Or Lease
130 N. 1st Street
Wausau, WI



NAI Pfefferle

For Sale Or Lease
130 N. 1st Street
Wausau, WI



POPULATION		EMPLOYEES	
1 MILE:	11,998	1 MILE:	10,252
3 MILES:	40,824	3 MILES:	27,633
5 MILES:	57,709	5 MILES:	35,854
AVERAGE INCOME		BUSINESSES	
1 MILE:	\$69,986	1 MILE:	613
3 MILES:	\$87,508	3 MILES:	1,594
5 MILES:	\$92,035	5 MILES:	2,218
AVERAGE HOUSEHOLDS		TRAFFIC COUNTS	
1 MILE:	5,417	BUS. HWY 51 E	8,114
3 MILES:	17,982	BUS. HWY 51 W	6,349
5 MILES:	25,639	STEWART AVE	17,058

NON-RESIDENTIAL CUSTOMERS

STATE OF WISCONSIN BROKER DISCLOSURE



Wisconsin law requires all real estate licensees to give the following information about brokerage services to prospective customers.

Prior to negotiating on your behalf the Brokerage firm, or an agent associated with the firm, must provide you the following disclosure statement.

Disclosure to Customers

You are a customer of NAI Pfefferle (hereinafter Firm). The Firm is either an agent of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the customer, the following duties:

- The duty to provide brokerage services to you fairly and honestly.
- The duty to exercise reasonable skill and care in providing brokerage services to you.
- The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- The duty to disclose to you in writing certain Material Adverse Facts about a Property, unless disclosure of the information is prohibited by law.
- The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your confidential information or the confidential information of other parties.
- The duty to safeguard trust funds and other property held by the Firm or its Agents.
- The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

Confidentiality Notice to Customers

The Firm and its Agents will keep confidential any information given to the Firm or its Agents in confidence, or any information obtained by the Firm or its Agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

The following information is required to be disclosed by law:

1. Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin Statutes (see definition below).
2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list that information below or provide that information to the Firm or its Agents by other means. At a later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

CONFIDENTIAL INFORMATION

NON-CONFIDENTIAL INFORMATION

(the following information may be disclosed to the Firm and its Agents)

(Insert information you authorize to be disclosed, such as financial qualification information.)

Definition of Material Adverse Facts

A "Material Adverse Fact" is defined in Wis. Stat. 452.01(5g) as an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

An "Adverse Fact" is defined in Wis. Stat. 452.01(1e) as a condition or occurrence that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

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.

Central Wisconsin Board of REALTORS®
925 S Park View Circle, Mosinee WI 54455

CWBR ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated November 11, 2025 (Offer), made
2 by Vitality Bar Properties, LLC (Buyer), with respect to the Property
3 at 130 N 1st St., Wausau, WI 54403 (Property).

4 Paragraphs preceded by a box are a part of this Addendum if marked, such as with an "X". They are not part
5 of this Addendum if marked "n/a" or are left blank.

6 **CAUTION: Buyer must include contingencies in this Offer for any additional tests or inspections Buyer wishes**
7 **to conduct. Specific addenda are available for testing or evaluation of Lead-Based Paint, Wetlands and**
8 **Lead/Arsenic pesticides. Parties should consult with legal counsel with questions regarding testing or this**
9 **Addendum.**

10 ☐ **SHARED DRIVEWAY:** This Offer is contingent upon Seller delivering to Buyer a copy of any applicable joint
11 driveway agreement(s) within _____ days of acceptance of this Offer. This contingency shall be deemed satisfied
12 unless Buyer delivers to Seller, within 10 days of receipt of said agreement(s), a notice identifying those terms of the
13 agreement(s) which will significantly and adversely affect Buyer's intended use of the Property or which are
14 unacceptable to the Buyer's lender. If not yet recorded, the agreement(s) shall be in recordable form and shall be
15 recorded at Seller's expense at closing. Seller **(shall) (shall not) STRIKE ONE** ("shall" if neither is stricken) have a
16 right to cure. See lines 26-30 regarding Right to Cure.

17 **WELL:** There ☐ is ☐ is not an active well serving the Property. The well and all related equipment
18 ☐ is ☐ is not located entirely on the Property. The well ☐ is ☐ is not a private shared well.

19 ☐ **SHARED WELL:** This offer is contingent upon Seller delivering to Buyer a copy of any applicable shared well
20 agreement(s) within _____ days of acceptance of this Offer. This contingency shall be deemed satisfied
21 unless Buyer delivers to Seller, within 10 days of receipt of said agreement(s), a notice identifying those terms of the
22 agreement(s) which will significantly and adversely affect Buyer's intended use of the Property or which are
23 unacceptable to Buyer's lender. If not yet recorded, the agreement(s) shall be in recordable form and shall be recorded
24 at Seller's expense at closing. Seller **(shall) (shall not) STRIKE ONE** ("shall" if neither is stricken) have a right to cure.
25 See lines 26-30 regarding Right to Cure.

26 **■ RIGHT TO CURE:** If Seller has the right to cure, Seller shall have 10 days to provide Buyer with a Shared
27 Driveway/Shared Well agreement that satisfactorily addresses Buyer's specific objection(s) and the time for closing
28 shall be extended accordingly. If not yet recorded, the agreement shall be in recordable form and shall be recorded at
29 the Seller's expense at closing. If Seller does not have the right to cure, this Offer shall be null and void if Buyer timely
30 delivers the above-described written notice(s).

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

36 ☐ **WELL WATER TESTING CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than
37 _____ days **(after acceptance)(prior to closing)** **STRIKE ONE** ("after acceptance" if neither is stricken), a
38 current written report from a state-certified or other independent qualified lab that indicates that the well(s) is/are
39 supplying water that is within the levels established by federal or state laws or guidelines regulating public water
40 systems for safe human consumption, relative to the following substances: bacteria (total Coliform and E. Coli), nitrate,
41 arsenic and: _____.

42 **(NOTE:** If desired by Buyer or required by Buyer's lender, insert other substances that may affect drinking water safety
43 such as pesticides, lead, nitrite, copper, radium, radon, etc., or that may affect water aesthetics, such as iron, sulfur,
44 bacteria, etc. See the DNR Website at <http://dnr.wi.gov/topic/Wells/waterQuality.html> for information).
45 **(Buyer)(Seller) STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including
46 all costs. All water samples for testing shall be taken by a licensed water well driller or licensed pump installer, if
47 required by law, or by a licensed plumber or other independent qualified person, if permitted by law.

48 **CAUTION: FHA, VA and some government loans may require testing for lead, nitrites and other substances.**

49 Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure.
 50 See lines 87-108 and 122-134 regarding Right to Cure.

51 ☐ **WELL SYSTEM(S) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than
 52 _____ days (after acceptance)(prior to closing) **[STRIKE ONE]** ("after acceptance" if neither is stricken), a
 53 current written Property Transfer Well(s) and Pressure System(s) Inspection report from a licensed well driller or a
 54 licensed pump installer competent to inspect well systems, which indicates that the _____
 55 _____ [if multiple wells, state number of wells, location(s) and type of well(s),
 56 e.g., point driven, number of wells, etc., if known] well(s) and pressure system(s) complies with applicable
 57 codes. (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s),
 58 including all costs.

59 Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure.
 60 See lines 87-108 and 122-134 regarding Right to Cure.

61 ☐ **CHECK IF APPLICABLE** The Party ordering the inspection shall request that well capacity/water yield
 62 information be provided, in writing, along with the Property Transfer Well(s) and Pressure System(s) Inspection results
 63 form.

64 See <https://dnr.wi.gov/files/pdf/pubs/dg/DG0091.pdf> for well inspection and water testing information.

65 ***If the well is inspected, the Well Water Testing Contingency is automatically selected and included in this***
 66 ***Offer.***

67 ☐ **PRIVATE SANITARY SYSTEM(S) (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer
 68 receiving, no later than _____ days (after acceptance)(prior to closing) **[STRIKE ONE]** ("prior to closing" if neither is
 69 stricken), a current written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted service,
 70 licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a certified soil
 71 tester, which indicates that the POWTS conforms to the code in effect when the POWTS was installed, and is not disapproved
 72 for current use (is hydraulically functional and structurally sound).

73 **NOTE: This may include a records review to confirm installation date and specifications observed by the**
 74 **installer. Different professionals may be needed to inspect different system components. This contingency**
 75 **does not authorize soil testing.**

76 See <https://dsps.wi.gov/Documents/Programs/POWTS/GrassGreener.pdf> for additional POWTS information.

77 If required by the inspector, the POWTS is to be pumped at time of inspection.

78 (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), pumping POWTS if
 79 required by inspector, and for all costs associated with POWTS inspection.

80 Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure.

81 See lines 87-108 and 122-134 regarding Contingency satisfaction and the Right to Cure.

82 **Buyer is advised to check with the county and local municipality for additional POWTS requirements.**

83 ■ **PIT, ALCOVE OR BASEMENT WELLS: Note:** Due to recent changes in Wisconsin Department of Natural
 84 Resources (DNR) codes relative to well systems, if the current system serving the Property is a "pit," "alcove" or
 85 "basement" well, the system may be considered non-conforming. In some cases the code may call for a new well to be
 86 constructed, with proper abandonment, filling and sealing of the current system.

- 87 • Required Well Water Testing. **Per Wis. Admin Code § NR 812.44**, if a property transfer well inspection is
 88 conducted the licensed well driller or a licensed pump installer conducting the inspection is required to collect well
 89 water samples for bacteria (total Coliform and E. Coli), nitrate and arsenic testing.
- 90 • Arsenic Testing Time Periods. The Parties should determine the time periods necessary to complete well water
 91 testing, particularly **for arsenic testing, which may take significantly longer to complete in some market**
 92 **areas.**
- 93 • Well Water Chlorination. If the initial well water report indicates bacteriological contamination and Seller has the
 94 right to cure, Seller may chlorinate the well and retest up to two times, with the deadlines for the Buyer's receipt of
 95 the report and for closing extended for up to 14 days. After a report of bacteriological contamination, Seller must
 96 produce two safe water reports to satisfy the well water contingency, unless otherwise agreed in writing.
- 97 • Well Water Mediation. If a well water test report reveals elevated levels of a contaminant, the Parties may request
 98 suggestions regarding mediation from the well driller or pump installer who inspected the well or seek information
 99 from any licensed well driller or licensed pump installer.
- 100 • POWTS. A POWTS failing to meet the standards may be cured only by repairing the current POWTS (including
 101 component replacements if indicated) or by replacing the current POWTS with the same type of system which
 102 meets the standards stated in the POWTS Inspection Contingency, unless otherwise agreed in writing. A
 103 modification to an existing POWTS, including the replacement, alteration or addition of material or components,
 104 shall conform to current code as stated in Wis. Admin. Code chapter SPS 383. Modification of one part of a

POWTS may affect the performance or the operation of other parts of the POWTS thereby necessitating further modifications for the other parts to remain compliant.

- Utility Service. Seller shall be responsible for providing electric, water service and/or other utility service as necessary for any inspection or testing unless otherwise designated in Additional Provisions on lines 354-371.

☐ **TESTING CONTINGENCY:** This Offer is contingent upon **(Buyer obtaining)(Seller providing)** **STRIKE ONE** ("Buyer obtaining" if neither is stricken) a current written report from a qualified independent expert documenting the results of the following test(s) conducted pursuant to applicable government or industry protocols and standards which disclose no unsafe levels of [indicate substance or compounds to be tested, e.g., asbestos (see <http://www2.epa.gov/asbestos/protect-your-family>), etc.]: _____

no later than _____ days **(after acceptance)(prior to closing)** **STRIKE ONE** ("after acceptance" if neither is stricken), at **(Buyer's)(Seller's)** **STRIKE ONE** ("Buyer's" if neither is stricken) expense. Specify any protocols, testing contractors, labs, standards/levels constituting a Defect, financial limits, acceptable repair methodology, etc.: _____

Seller **(shall)(shall not)** **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
See 122-134 regarding Right to Cure.

■ **CONTINGENCY SATISFACTION/RIGHT TO CURE:** Each contingency selected above [Well Water Testing, Well System(s) Inspection, Private Sanitary System(s) (POWTS) Inspection, and Testing on lines 36-121] shall be deemed satisfied unless Buyer, within 5 days of the deadline for delivery or receipt of the respective applicable report(s), delivers to Seller a copy of the written report(s) and written notice stating why the report(s) do(es) not satisfy the contingency standard. If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's election to cure within 10 days of receipt of Buyer's notice; and (2) by having a qualified, independent third party obtain any necessary permits and cure the defects in a good and workmanlike manner that satisfies the standard set forth in the selected contingency and (3) by giving Buyer a report of the work done prior to closing. This Offer shall be null and void if Buyer timely delivers the above written notice(s) and report(s) to Seller and (1) Seller does not have the right to cure; or (2) Seller has the right to cure but: a) Seller delivers written notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure. This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the applicable delivery deadline(s), stating Seller failed to deliver the report(s) by the respective stated deadline(s) [if Seller was responsible to provide the report(s)].

■ **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any petroleum product contamination on the Property. If there is an abandoned underground storage tank (UST) or basement or aboveground storage tank (AST) on the Property, Seller shall, at least 5 days prior to closing, deliver to Buyer written confirmation that the tank and related components have been closed in full conformance with the current federal, state and local regulations. Seller's written confirmation shall include a copy of any applicable contractor's report and any required Department of Agriculture, Trade and Consumer Protection (DATCP) registration. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST, AST or basement tank meets all current state and federal operating standards. Buyer shall notify DATCP of the change of ownership of an in-use UST within 15 business days of closing.
Visit https://datcp.wi.gov/Pages/Programs_Services/PetroleumHazStorageTanks.aspx.

■ **HAZARDOUS SUBSTANCES:** The parties are aware that the news media and other public information sources indicate that asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies can cause serious health hazards. Past flooding, water intrusion, leaking or excessive dampness may result in mold growth that may present health risks. Synthetic stucco and wood composite exterior house siding have been associated with moisture and mold related problems. Seller represents that, to the best of Seller's knowledge, the Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of mold, radon gas, lead, radium or other toxic or harmful substances or chemicals, and that there has been no past flooding, water intrusion, leaking or excessive moisture in the Property. See the caution at lines 6-9 and the testing contingencies in this Addendum.

■ **MUNICIPAL REPORT:** Seller agrees to provide Buyer with written verification of paid real estate taxes, current or planned special assessments and any unpaid municipal charges affecting the Property, if such a statement is available from the municipality. An Occupancy Permit or similar government documentation also may be required. These statements shall be provided by Seller at or before closing at Seller's expense, unless otherwise provided in writing.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 171-197 below. The optional provisions checked on lines 171-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after

acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 171-197.

Proposed Use: Buyer is purchasing the Property for the purpose of: _____

_____ [insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 166-168.

☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 166-168 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 166-168. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 166-168. **CHECK ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 166-168.

☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use at lines 166-168: _____

☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE**
☐ electricity _____; ☐ gas _____; ☐ sewer _____;
☐ water _____; ☐ telephone _____; ☐ cable _____;
☐ other _____;

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

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 166-168. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

■ ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES: Municipal zoning and building restrictions may affect use of the Property, and comprehensive plans may affect future use or value of the Property by influencing future development in the municipality. Buyer is informed that some buildings are considered legal non-conforming structures because they no longer conform to current dimensional zoning standards due to zoning standards and ordinances enacted after the building was constructed. Buyer's ability to remodel, repair, replace or enlarge an existing non-conforming structure may be regulated by the municipality. Buyer is encouraged to contact the appropriate municipal authorities regarding zoning and building restrictions and comprehensive plans if these issues are material to Buyer's decision to purchase.

☐ **ZONING AND LAND USE REGULATIONS:** This Offer is contingent upon Buyer researching and reviewing all relevant laws, regulations, ordinances, and other governmental land use restrictions 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, or would prohibit or substantially restrict legal uses of the Property intended by Buyer. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within _____ days ("7" if left blank) of acceptance, a notice terminating this Offer, stating specifically which laws, regulations or ordinances negatively affect Buyer's intended use 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.

222 ■ **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS:** Real estate brokers and agents are hired to market and
 223 negotiate real estate transactions and are not experts in related fields. Real estate agent(s) may furnish a list of
 224 qualified independent inspectors/testers to the Seller/Buyer. Unless provided in writing, no representation has been
 225 made as to the competency of the inspectors/testers. The Party designated as responsible for obtaining an inspection
 226 or test shall be solely responsible for determining the qualifications of the inspectors/testers. In the event any
 227 inspection or test is ordered on behalf of the Seller/Buyer by a broker in the transaction, the Parties agree to hold the
 228 broker harmless for any damages or liability resulting from the inspection or test, other than that caused by the broker's
 229 negligence or intentional wrongdoing. Seller is aware and agrees that Buyer or Buyer's representatives may be
 230 present at inspections and tests. Buyer may receive copies of certain inspections, tests, appraisals or other reports,
 231 prepared for other persons. Buyer should carefully review these reports to determine the age and purpose of the report
 232 and the standards of practice followed by the individual preparing the report. It is recommended that Buyer have the
 233 Property inspected by a Wisconsin registered or Wisconsin licensed home inspector (or other qualified independent
 234 inspector/tester for inspections/tests other than a "home inspection").

235 ■ **INSPECTION CONTINGENCY:** The Parties acknowledge that the home inspection report may include suggestions
 236 and comments related to improving or maintaining the Property, structures and systems. Therefore, any objections by
 237 Buyer shall be based upon a written list limited to "Defects" as defined in the Inspection Contingency in the Offer and
 238 identified in the report prepared by the registered or licensed home inspector(s).

239 ■ **CLOSING:** This transaction is to be considered closed at the time the signed conveyance documents have been
 240 delivered to Buyer or Buyer's designated agent for closing and all required funds have been received by the closing
 241 agent. At closing, Buyer is entitled to the keys and to occupancy of the Property unless the Parties have otherwise
 242 agreed in an occupancy agreement.

243 ■ **INSURANCE ISSUES:** Seller agrees to allow representatives of Buyer's insurance company reasonable access to
 244 the Property upon advance notice for inspections relating to Buyer's homeowner's insurance application. The Parties
 245 are advised to contact their insurance agents with questions regarding insurability and costs.

246 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE**
 247 ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer
 248 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's)
 249 **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum
 250 of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
 251 encroachments upon the Property, the location of improvements, if any, and: _____

252 _____
 253 **STRIKE AND COMPLETE AS APPLICABLE**. Additional map features
 254 that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and
 255 apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

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

258 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map,
 259 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2)
 260 information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this
 261 contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has
 262 passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may
 263 terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map
 264 from Seller.

265 **HOME WARRANTY PROGRAM:** **CHECK ONE**

266 ☐ A limited term home warranty agreement shall be provided to Buyer and shall be effective on the date of
 267 closing, provided that the Property qualifies for the warranty plan. The charge for warranty is
 268 \$ _____ to be paid by the (Seller)(Buyer) **STRIKE ONE** ("Buyer" if neither is stricken) at closing.
 269 This charge includes the full amount of all fees due and payable and the costs of inspection and administration.
 270 The warranty plan will be provided by the (listing)(cooperating) **STRIKE ONE** ("listing" if neither is stricken) broker.
 271 The broker providing warranty plan shall provide a copy of the plan to Buyer prior to closing. Buyer and Seller are
 272 advised that a home inspection may detect pre-existing conditions which may not be covered under the warranty
 273 plan. It is recommended that the Parties consider a home warranty.

274 ☐ **WAIVER OF HOME WARRANTY:** Buyer and Seller acknowledge that they have received the opportunity
 275 to purchase a home warranty and decline to do so.

276 ☐ **ASSOCIATION FEE:** Buyer acknowledges the (monthly) (quarterly) (annual) **STRIKE TWO** association fee of
 277 \$ _____. Buyer acknowledges the fee may change.

278 ■ **FLOOD PLAINS/WETLANDS/SHORELAND:** Buyer acknowledges that it is recommended that Buyer consult with
 279 appropriate government officials and seek professional assistance in identifying and interpreting any flood plain,
 280 wetlands and shoreland maps relating to the Property.

☐ **FLOOD INSURANCE PREMIUMS CONTINGENCY:** This Offer is contingent upon Buyer obtaining an insurance binder, certificate of insurance or other insurance company documentation or correspondence showing that Buyer's annual premium for flood insurance for Buyer's initial year of ownership after closing shall not exceed \$ _____. This contingency shall be deemed satisfied unless Buyer, no later than _____ days **(after acceptance)(prior to closing)** **STRIKE ONE** ("after acceptance" if neither is stricken), delivers to Seller written notice indicating that this contingency has not been satisfied and documentation of the flood insurance premiums available to Buyer. If this contingency is not satisfied, Buyer may terminate this Offer by delivering written notice of termination to Seller.

■ **FLOOD INSURANCE:** Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with the purchase of the Property. The National Flood Insurance Program (NFIP) (<http://www.floodsmart.gov/floodsmart/>) provides for the availability of flood insurance and establishes flood insurance premiums based on the risk of flooding. Recent changes to federal law may result in flood insurance premiums that are likely higher, and in the future may be substantially higher, than premiums paid by Seller. Buyer should consult with one or more flood insurance carriers regarding flood insurance coverage, current and future premiums, and whether Buyer may assume Seller's policy. Buyer may wish to contact NFIP for information about flood insurance for this Property.

☐ **FEDERAL VA MORTGAGE: (Buyer)(Seller)** **STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the entire federal VA funding fee not to exceed _____ % (0% if not filled in) of the mortgage amount. **Note:** the funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing VA financing.

☐ **FEDERAL VA AND FHA MORTGAGE:** If this Offer is contingent upon Buyer obtaining a FHA or federal VA loan, it is also contingent upon the Parties executing an FHA or federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price.

☐ **SELLER'S CONTRIBUTION:** Seller agrees to credit Buyer, at time of closing, an amount of \$ _____ or _____ % of the purchase price to assist Buyer in paying loan closing costs, such as points, prepayables, escrows, other Buyer's costs and _____.

☒ **PRICE ESCALATION CLAUSE:** If Seller accepts this Offer and receives one or more additional bona fide offers to purchase the Property with terms acceptable to Seller (Other Offers), prior to November 15, 2025 (date) which result in Net Proceeds of Sale payable to Seller equal or greater than the Net Proceeds of Sale payable to Seller under this Offer, then the purchase price of this Offer shall automatically increase to an amount which generates Net Proceeds of Sale to Seller \$ 3,000.00 in excess of the highest Net Proceeds of Sale generated in such Other Offers. A bona fide offer may not include a Closing of Buyer's Property Contingency.

Net Proceeds of Sale, for the purposes of this provision, is the purchase price minus monetary contributions by Seller, including but not limited to closing costs credits (including discount points/origination fees), repair cost credits, and other direct monetary concessions paid by the Seller, including the cost of a home warranty (unless the home warranty was already put on the property by Seller with the listing). The cost of inspections or testing which Seller must perform, and any broker commission paid or credited, are not factored into Net Proceeds of Sale.

Seller may initiate such purchase price increase only once, except if a given buyer submits a bona fide counter-offer to that buyer's own offer, within the time permitted above, or when the other bona fide offer being used to initiate a price increase under this provision contains a price escalation/acceleration clause, in which case the price increase per this provision may be applied any number of times as against that offer. The purchase price of this Offer shall not exceed \$ 650,000.00. If the purchase price of this Offer is increased based on one or more Other Offers, Seller shall, no later than November 18, 2025, submit to Buyer a signed amendment to the Offer reflecting the adjusted Purchase Price and a copy of any Other Offers that resulted in, and were the basis for the increase to the purchase price of this Offer. Buyer agrees to accept the amendment and deliver it back to Seller according to the delivery terms in this Offer and by the deadline for acceptance in the amendment.

Wis. Admin. Code § REEB 24.12 prohibits a licensed real estate agent from disclosing any of the terms of one prospective buyer's offer to purchase, exchange agreement or option contract proposal to any other prospective buyer or to any person with the intent that this information be disclosed to any other prospective buyer. Accordingly, delivery of Other Offers must be conducted solely between Buyer and Seller or their attorneys and cannot involve their respective real estate agents.

Seller's delivery of the Other Offer shall be by personal delivery to Buyer or the following email address: Buyer's Email Address: hanna.lea.hunter@gmail.com

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

342 ■ **NUMBER OF DAYS:** The default number of days is 21 days after acceptance if nothing is entered on blank lines of
343 this Addendum A requiring entry of a number of days.

344 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITIONS OF THE PROPERTY:** Buyer acknowledges that it is
345 Buyer's responsibility to confirm that the Property is in a condition that Buyer finds acceptable. Buyer acknowledges
346 that Buyer has made independent inquiries, as Buyer deemed necessary, concerning material factors. Buyer has
347 relied on Buyer's independent inspection, testing, and analysis of the Property; the statements, disclosures and
348 representations contained in the Offer; Seller's disclosure report, if any; and any other written statements provided to
349 Buyer. Buyer acknowledges that neither Seller nor any real estate agents involved in this transaction have made any
350 representations concerning the Property or the transaction other than those stated in this Offer, incorporated into this
351 Offer by reference, or otherwise provided to Buyer in writing. Buyer has not requested Seller or any real estate agent
352 to verify the accuracy of any Seller or third-party statements, whether in the MLS, disclosures or representations
353 unless specifically stated in this Offer.

354 **ADDITIONAL PROVISIONS/CONTINGENCIES:** _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____
361 _____
362 _____
363 _____
364 _____
365 _____
366 _____
367 _____
368 _____
369 _____
370 _____
371 _____

372 **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges that they have read and fully
373 understand all seven pages of this Addendum and acknowledge receipt of a copy of this Addendum. (Seller's initials
374 below shall not constitute the acceptance or other disposition of the Offer.)

375 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS STANDARD PROVISIONS WHICH**
376 **MAY NOT BE APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE**
377 **STANDARD PROVISIONS OF THIS ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT**
378 **FOR ANY SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH LEGAL**
379 **COUNSEL IF LEGAL ADVICE IS NEEDED.**

380

JM	jm	KH	HH	11/12/25
(Buyer(s) Initials) ▲		(Date) ▲		
		(Seller(s) Initials) ▲		(Date) ▲



1905 Stewart Avenue
PO Box 1686
Wausau, WI 54402-1686

November 10, 2025

To: Whom it may concern,

This letter is to indicate that Vitality Bar Properties, LLC (Jason Mack, Jessica Mack, Kyle Hunter, and Hanna Hunter) have met all pre-qualification standards of Peoples State Bank. Vitality Bar Properties, LLC should be deemed pre-qualified to receive a commercial real estate loan. All necessary documentation has been received, and a loan request can be moved to full underwriting.

Please be advised that this is not a commitment to lend; the loan request is subject to full underwriting and approval. Peoples State Bank can provide a letter of commitment when final terms and conditions are mutually agreed upon.

Please feel free to reach out to me with any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to read "Seth Wage", written over a horizontal line.

Seth Wage
Vice President - Commercial Banking
715-847-4146
Seth.wage@bankpeoples.com

Member FDIC

MEMORANDUM OF RIGHT OF FIRST REFUSAL

Document Number

Document Title

MEMORANDUM OF RIGHT OF FIRST REFUSAL

This Memorandum of Right of First Refusal is made and entered into effective as of January 21, 2019 (the "Effective Date"), by and between Sunbelt Refugees LLC ("Owner"), and City of Wausau ("Grantee"). All capitalized terms utilized in this Memorandum of Right of First Refusal and not defined herein shall have the meaning ascribed to them in the Construction Loan Agreement between the Owner and the Grantee of even date.

RECITALS:

A. Owner and Grantee have entered into a certain Construction Loan Agreement dated January 21, 2019 (the "Construction Loan Agreement"), whereby Owner has granted to Grantee the right of first refusal on the Subject Property, as hereinafter defined, under certain terms and conditions.

B. Pursuant to the Construction Loan Agreement the Owner has agreed to certain restrictive covenants regarding real estate tax exemption which will run with the Subject Property for a period of twenty (20) years.

C. Owner and Grantee wish to provide notice of the existence of the right of first refusal and restrictions regarding tax exempt status and to provide express and specific notice of certain of its terms.

Recording Area

Name and Return Address

Return to:

Scott A. Jackman, Esq.

Eaton John Overbey Jackman, LLP

513 Grant Street

Wausau, WI 54403

291-2907-351-0171

Parcel Identifier No.

ARTICLE 1 – AFFECTED PREMISES

Pursuant to the Construction Loan Agreement, Owner granted a right of first refusal as to the real property and all improvements located at: Land described in Certified Survey Map No. 450 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 2 of Certified Survey Maps on page 200; being part of Blocks one (1) and two (2) of the Original Plat of Wausau; and part of Government Lot five (5), all in Section thirty-five (35), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; EXCEPTING that part thereof described in deed recorded in said Register's office as Document No. 1359077 (the "Subject Property").

ARTICLE 2 – REAL ESTATE TAXES

Owner agrees that prior to the date that is twenty (20) years after the Effective Date (the "Termination Date"), Owner (or a successor owner of the Subject Property as applicable) will pay, when due, all real ad valorem real estate taxes on the Subject Property. Owner may transfer the Subject Property to an entity or third party at any time; provided, however, that the obligation of the owner of the Subject Property to continue making ad valorem real estate tax payments shall apply through the Termination Date whether or not the entity or other third party as successor to the Subject Property is an entity or body normally exempt from paying ad valorem real estate taxes. Upon reaching the Termination Date, all future ad valorem real estate tax payments, and applications of exemptions from ad valorem real estate taxes, shall be made in accordance with normal rules concerning the same.

ARTICLE 3 – TERM

The effective date of the Construction Loan Agreement is January 21, 2019 and the of the right of first refusal and the restrictions regarding tax exempt status runs for a period of twenty (20) years.

ARTICLE 4 – RUN WITH THE LAND; SUCCESSORS AND ASSIGNS

The right of first refusal and restrictions regarding tax exempt status shall run with the land, and be binding upon Owner and Grantee and their respective successors, heirs, legal and personal representatives, and assigns, and shall inure to the benefit of Owner and Grantee, and their respective successors, heirs, legal representatives, and assigns.

ARTICLE 5 - INCORPORATION BY REFERENCE

The terms and conditions of the Construction Loan Agreement are incorporated by reference into this Memorandum of Right of First Refusal as if such terms were written out at length. In the event of a conflict between this Memorandum of Right of First Refusal and the Construction Loan Agreement, the terms and conditions of the Construction Loan Agreement shall govern. For a complete statement of the rights, privileges, and obligations created under and by the Construction Loan Agreement, reference is hereby made to the Construction Loan Agreement. Owner and Grantee have executed this Memorandum of Right of First Refusal as of the date first set forth above.

WITNESS the parties signify their agreement by executing the instrument below:

OWNER:

SUNBELT REFUGEES LLC

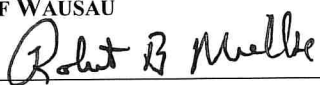
By:


Kelly J. Ballard, Chairman

GRANTEE:

CITY OF WAUSAU

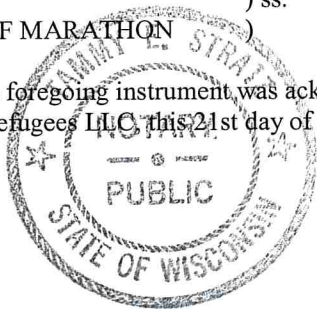
By:

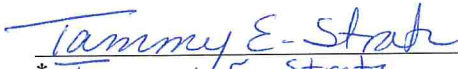

Print Name: Robert B. Mielke

Title: Mayor, City of Wausau

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

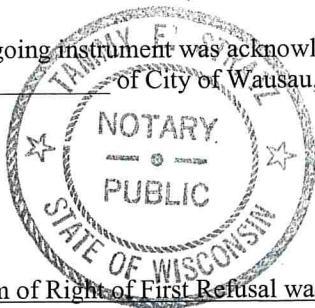
The foregoing instrument was acknowledged before me, a notary public, by Kelly J. Ballard, as Chairman of Sunbelt Refugees LLC, this 21st day of January, 2019.

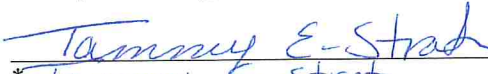



* Tammy E. Stratz
Notary Public
My commission expires 5/28/2021

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

The foregoing instrument was acknowledged before me, a notary public, by Robert B. Mielke, as the Mayor of City of Wausau, this 21st day of January, 2019.




* Tammy E. Stratz
Notary Public
My commission expires 5/28/21

This Memorandum of Right of First Refusal was drafted by:

Scott A. Jackman Esq.

Eaton John Overbey Jackman, LLP, 513 Grant Street, Wausau, Wisconsin 54403