



**OFFICIAL NOTICE & AGENDA**  
REGULAR MEETING

**MEETING:** Finance Committee  
**DATE/TIME:** Tuesday, December 9, 2025 at 5:15 PM  
**LOCATION:** Wausau City Hall – Council Chambers  
407 Grant Street, Wausau WI, 54403

**MEMBERS:**  
Michael Martens (C) Vicki Tierney (VC)  
Becky McElhaney Aaron Griner  
Sarah Watson

**AMENDED**

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

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

**November 25, 2025 Regular Finance Committee Minutes**

**3 Discussion and possible action.**

- a. Approving the Lead Service Line Replacement (LSLR) Reimbursement Resolution for the 2026 Safe Drinking Water Loan and Principal Forgiveness.
- b. Extending the life of Tax Increment District Number 7 for affordable housing.
- c. Reveiwing the closure of Tax Increment District 6.
- d. Approving city’s Waiver of Right to Repurchase 130 N. 1st Street – Sunbelt Refugees LLC (Whitewater Music Hall).
- e. Accepting funding from the Judd S. Alexander Foundation for the Wausau Police Department for one Downtown Officer position.
- f. Authorizing the execution of Airport Ground Lease - Matthew and Karin Gast.
- g. Approving Credit Agreement with Judd S. Alexander Foundation to borrow up to \$250,000 for the redevelopment of 201 N. 1<sup>st</sup> Avenue (Former MBX Property).
- h. Approving a Sole Source Request to contract engineering professional services with Clark Dietz, Inc. for the Solar Array Project.

**4 Adjournment.**

Michael Martens, Chair

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

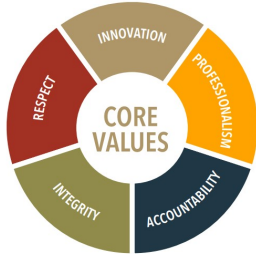
**DATE:** 12/03/2025  
**TIME:** 4:30 PM  
**POSTED BY:** Kody Hart



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.



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**OFFICIAL MINUTES**  
REGULAR MEETING

**MEETING:** Finance Committee  
**DATE/TIME:** Tuesday, November 25, 2025 at 5:15 PM  
**LOCATION:** Wausau City Hall – Council Chambers  
407 Grant Street, Wausau WI, 54403

**MEMBERS:**  
Michael Martens (C) Vicki Tierney (VC)  
Becky McElhaney Aaron Griner  
Sarah Watson

Members Present: Michael Martens, Vicki Tierney, Becky McElhaney , Sarah Watson, Aaron Griner  
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 05:16 PM.

- 1 **Public comment on agenda items and reading of the City of Wausau Public Comment Statement.**
- 2 **Consideration of the minutes of the preceding meeting(s).**

Motion by Alderperson Watson, seconded by Alderperson Griner, to approve all items outlined below.  
Motion Passed, 5-0.

**October 28, 2025 Regular Finance Committee Minutes**

**November 11, 2025 Regular Finance Committee Minutes**

- 3 **Discussion and possible action.**

- a. **Establishing the 2025 Property Tax Equivalent for Wausau Water Works.**

Motion by Alderperson Watson, seconded by Alderperson Griner, to approve PILOT payment.  
Motion Passed 5-0.

- b. **Amend the procurement policy to add construction contract bid approval**

Martens questioned if \$50,000 was an acceptable threshold to apply the procurement policy or if that amount should be increased or decreased. It was further stated that many projects above \$50,000 would likely go through the Capital Improvement Project process anyway.

Griner questioned if the small amount would become too taxing to continually bring items through the process.

Tierney stated a preference with starting at a \$50,000 threshold to see if that is manageable and, if not, make revisions.

Motion by Alderperson Tierney, seconded by Alderperson Griner, to to stay at \$50,000 threshold.  
Motion Passed 5-0.

- c. **Approving Credit Agreement with the Judd S. Alexander Foundation, Inc. – 201 N. 1st Avenue**

McElhaney stated that when this item went through the Common Council originally, the information provided was not available and that the information provided now prompted questions. It was further stated that there are concerns with the agreement pigeon-holing the city into a specific use for the property of affordable housing. McElhaney stated the property should be utilized in a manner that is of best use for the city and stated opposition due to the additional unanswered questions and concerns.

Tierney stated this current agreement was not what was originally presented to the Common Council and stated there was a lack of transparency which prompted opposition.

Griner stated the state of affairs with the property without a plan caused concerns especially if the objectives being asked of the city may not be achievable in the short timeframe.

Martens stated concern with the lack of details on this matter, especially when the agreement ties the city to a short timeframe.

Motion by Alderperson Watson, seconded by Alderperson Tierney, to table until the next scheduled meeting. Motion Passed 5-0.

**d. Approving Purchase of Animal Impoundment Services Agreement**

Motion by Alderperson Watson, seconded by Alderperson Tierney, to approve. Motion Passed 5-0.

**e. 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, 2026**

Motion by Alderperson Tierney, seconded by Alderperson Watson, to approve. Motion Passed 5-0.

**f. Approving Joint Powers Agreement with Marathon County regarding E911/NG-911 System.**

Motion by Alderperson Watson, seconded by Alderperson Griner, to approve. Motion Passed 5-0.

**g. Approving Budget modification for Legal Department.**

Motion by Alderperson Watson, seconded by Alderperson McElhaney, to approve the budget modification. Motion Passed 5-0.

**h. Approving lease extension with Church of the Resurrection Parish.**

Watson questioned the intended use of the property. It was stated that when the property was originally purchased, there was a plan for a park in the space but the funding never materialized to develop and that at this time the property was planned to remain a green space.

Motion by Alderperson Griner, seconded by Alderperson Tierney, to approve the lease extension. Motion Passed 5-0.

**j. Approving Wausau Downtown Airport land lease.**

*Without objection*, this item was taken out of order.

*Without objection*, this item was pulled from consideration.

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

Tierney questioned what would happen if affordable housing did not materialize at the MBX site if the extension was already granted. It was stated that the granting of any extension should be broad as to allow that funding to be utilized for any affordable housing development and not a particular project.

Martens questioned if there was a time limit on spending the funds raised by TID. It was stated there is not a time limit on utilizing the funds for affordable housing or other things.

Watson questioned if this item could be brought back at the next committee meeting and be brought to the Common Council the same night, and after the Economic Development Committee could consider this as well.

Griner questioned if there were any earmarked projects that could be funded through this extension. It was stated there are no specific projects slated for funding, but there are a number of ongoing affordable housing projects that will need future funding.

*Without objection*, this item will be considered at the next committee meeting.

#### 4 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Griner, to adjourn. Motion carried. Meeting adjourned at 06:04 PM.



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**Wausau Water Works**  
**Eric Lindman, Public Works Director**

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**DATE:** December 9, 2025  
**TO:** Wausau Water Works Commission  
**SUBJECT:** Approving the Lead Service Line Replacement (LSLR) Reimbursement Resolution for the 2026 Safe Drinking Water Loan and Principal Forgiveness.

#### **PURPOSE**

2026 LSL estimated funding amount and reimbursement resolution. This resolution ensures the city/utility will be reimbursed for expenses prior to formal loan documents being prepared by the DNR.

#### **BACKGROUND**

#### **FISCAL IMPACT**

#### **RECOMMENDATION**

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

<b>RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION</b>	
Resolution Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program for the BIL SFY26 LSL Program in Year 2026.	
Committee Action:	
Fiscal Impact:	Reimbursement of the cost of professional services and construction services in the amount of up to \$18,979,908.00.
<b>File Number:</b>	<b>Date Introduced:</b>

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$18,979,908.00</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$11,332,910 (DNR Estimate)</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$7,646,998 (Estimate) Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount: TBD</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

**RESOLUTION**

**WHEREAS**, the City of Wausau, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project utilizing the BIL SFY26 Lead Service Line (LSL) Program funding in year 2026, identified as DNR Project No. 4930-26 (the “Project”); and

**WHEREAS**, the Municipality expects to finance the Project through a combination of grants, forgivable loans and/or by issuing tax-exempt bonds or promissory notes (the “Bonds”); and

**WHEREAS**, because the grants, forgivable loans and/or Bonds will not be issued prior to expenditure of funds on the Project, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the grants, forgivable loans and/or Bonds; and

**WHEREAS**, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the grants, forgivable loans and/or Bonds are issued; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau, that:

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from

its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$18,979,908.00.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the grants, forgivable loans and/or Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, *Wisconsin Statutes*, and shall remain available for public inspection until the grants, forgivable loans and/or Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2026.

Approved:

\_\_\_\_\_  
Doug Diny, Mayor



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

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**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.

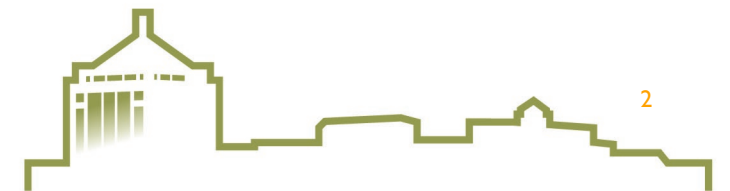
The closure of TID #7 will generate \$424,502 in additional funds, which is about \$3.8 firefighters.

# CITY OF WAUSAU TID 7 HOUSING EXTENSION



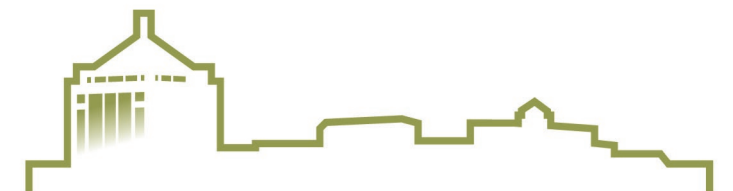
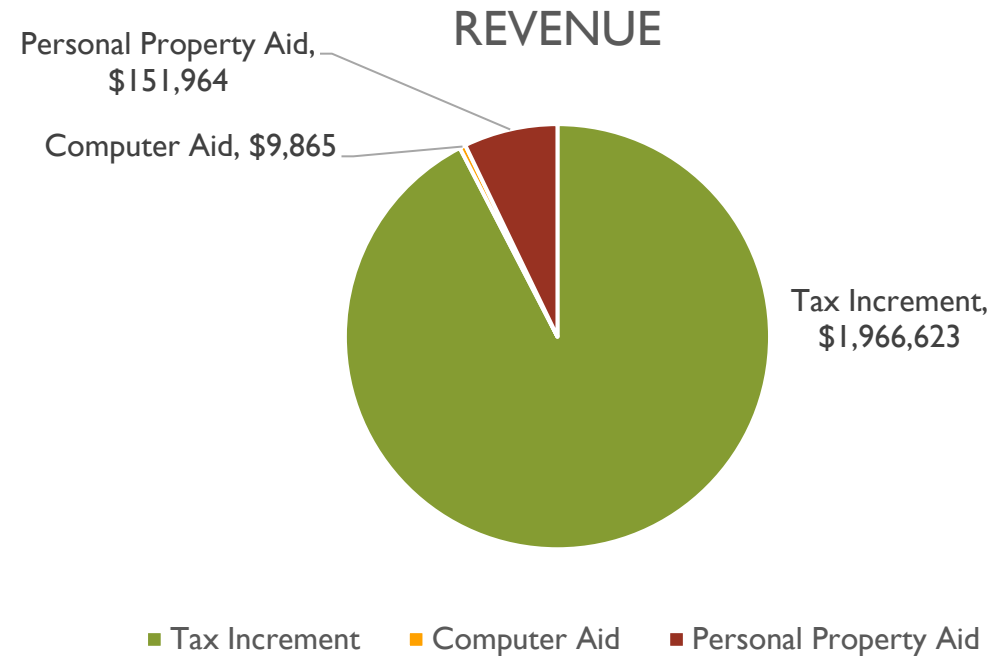
# STATE LAW REQUIREMENTS

- 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



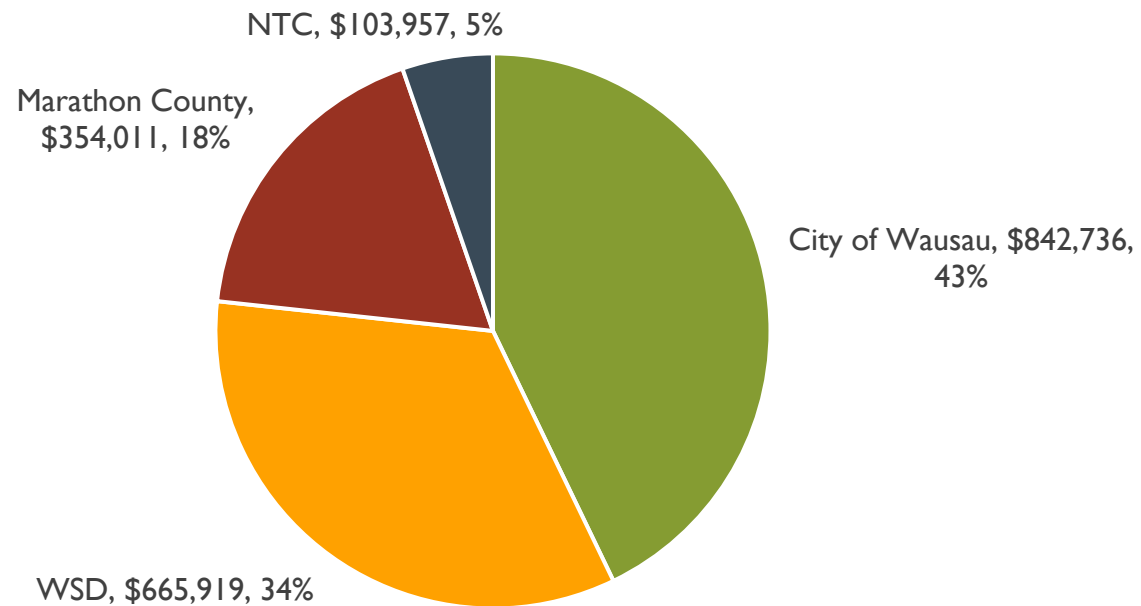
# TID 7 2026 INCREMENT AND OTHER REVENUE

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



# 2026 INCREMENT \$1,966,623

## Share of Increment



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 2<sup>nd</sup> 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.

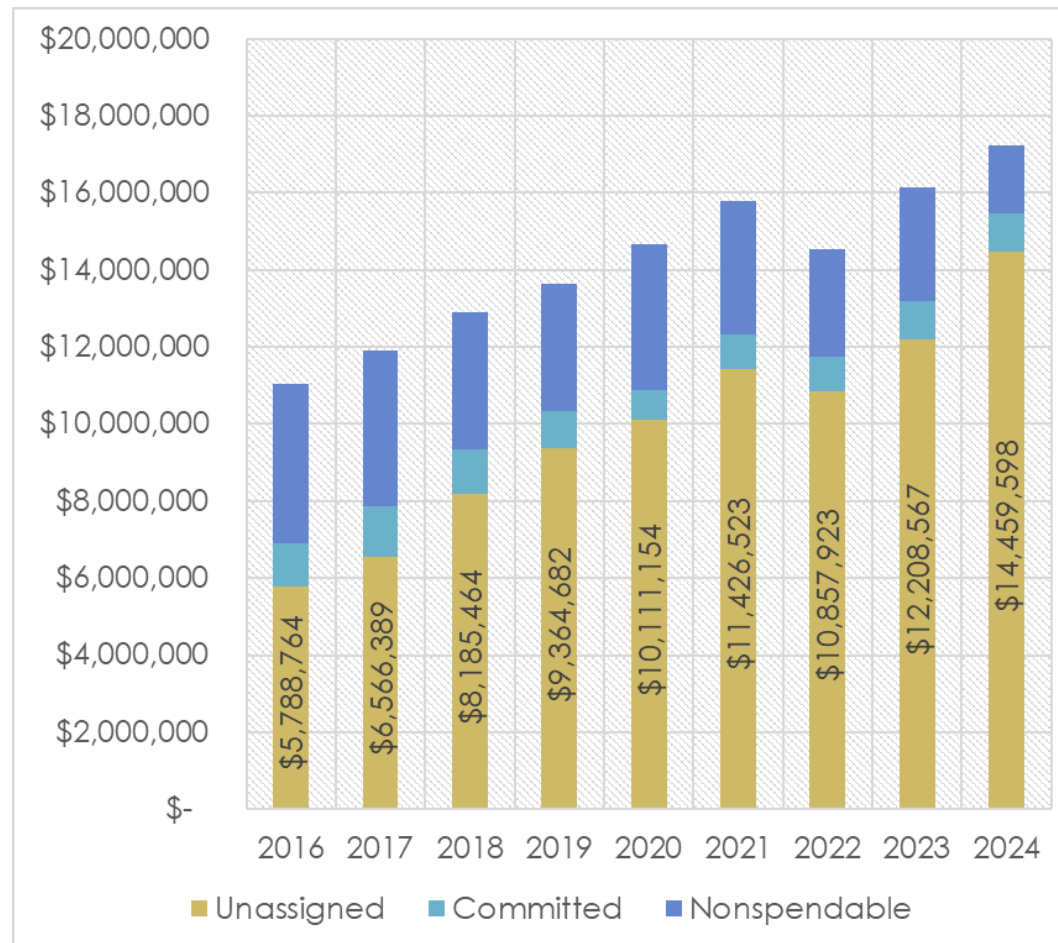
# COUNCIL 2027 BUDGET POTENTIAL OPTIONS

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



**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:

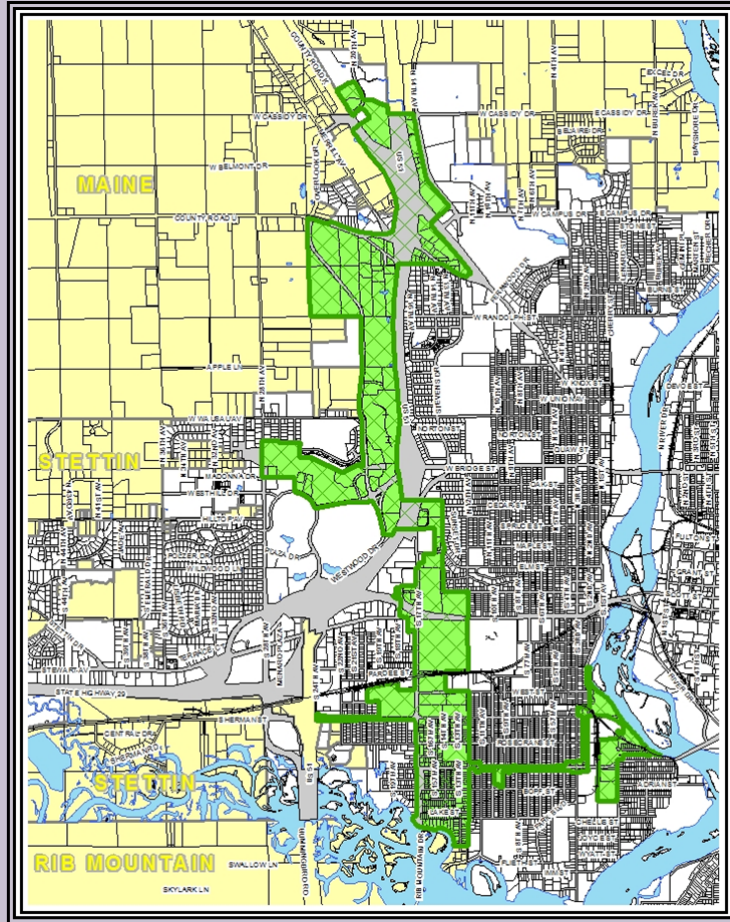
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Doug Diny, Mayor

# CITY OF WAUSAU TID 6 CLOSE OUT SUMMARY



# TID 6



# TID VALUE STATISTICS

**Base Value \$75,491,600**

**Growth/New Value \$189,228,100**

**Final Value \$264,719,700**

# TID 6 INFRASTRUCTURE PROJECTS

- **Thomas Street reconstruction**
- **1<sup>st</sup> Avenue Reconstruction**
- **14<sup>th</sup> Avenue – Elm St south to Callon St**
- **Callon St from 14<sup>th</sup> to 12<sup>th</sup> Avenue**
- **Sherman Street**
- **Various roads out by the hospital, including Pine Ridge, West Ridge, 20<sup>th</sup> Avenue**
- **Hwy U/Westwood Drive improvements**
- **Asphalt overlay and concrete improvement**
- **Riveredge trail Thomas to Riverside Park**

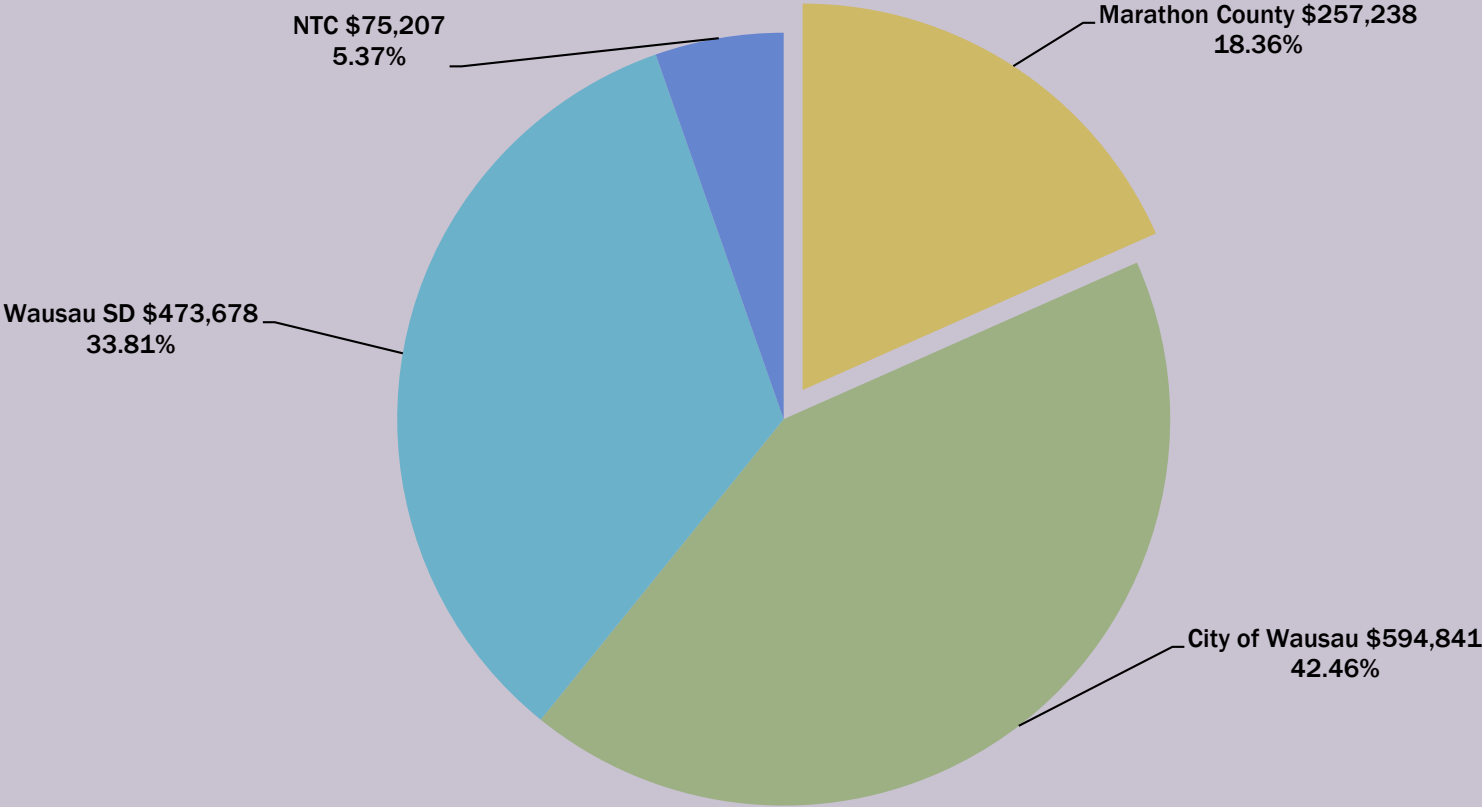
# TID 6 DEVELOPMENT PROJECTS

- **Redevelopment west of Fleet Farm including all of the car dealers**
- **Housing along Thomas Street**
- **17<sup>th</sup> Avenue redevelopment – Incredible Bank area**
- **Small Business loans**

# AFFORDABLE HOUSING PENDING PROJECTS

- **\$3,873,301 – 100% for affordable housing**
- **Projects identified**
  - Infill Housing Thomas St and Sherman Street
  - 700 Grand Avenue multifamily housing
  - 415 S 1<sup>st</sup> Avenue multifamily housing

# REFUND TO OVERLYING TAXING JURISDICTIONS \$1,400,964



**CITY OF WAUSAU  
TAX INCREMENTAL DISTRICT NUMBER SIX  
WAUSAU, WISCONSIN**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**DATE OF CREATION THROUGH OCTOBER 8, 2024**



CPAs | CONSULTANTS | WEALTH ADVISORS

[CLAconnect.com](https://www.CLAconnect.com)

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
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## INDEPENDENT AUDITORS' REPORT

City Council  
City of Wausau, Wisconsin

### Report on the Audit of the Financial Statements

#### ***Opinion***

We have audited the accompanying financial statements of the City of Wausau Tax Incremental District Number Six, Wausau, Wisconsin, (the District), which comprise the balance sheet as of October 8, 2024, and the related historical summary of project costs, project revenues, and net cost to be recovered through tax increments and the historical summary of sources, uses, and status of funds from the date the District was created through October 8, 2024, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the District and the net project costs to be recovered through tax increments as of October 8, 2024, and the sources, uses, and status of funds from the creation date of the District through October 8, 2024 in accordance with the financial reporting provisions of the Wisconsin Department of Revenue as described in Note 1.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Emphasis of Matters***

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared by the District in accordance with the financial reporting provisions of the Wisconsin Department of Revenue, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of the Wisconsin Department of Revenue. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified with respect to this matter.

As discussed in Note 1, the financial statements present only the City of Wausau Tax Incremental District Number Six and do not purport to, and do not, present fairly the financial position of the City of Wausau, Wisconsin as of October 8, 2024, or the changes in its financial position from the date of creation through October 4, 2024 in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Wisconsin Department of Revenue as described in Note 1.B. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Supplementary Information**

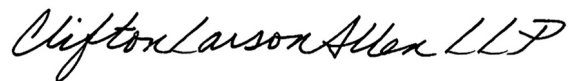
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of financial transactions is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Restriction on Use**

This report is intended solely for the information and use of the City, overlying taxing jurisdictions, and the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

**Report on Other Legal and Regulatory Requirements**

In accordance with tax incremental district laws and regulations, we have also issued our report dated October 1, 2025 on our test of compliance with Wisconsin State Statutes 66.1105 and the project plan. The purpose of that report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. That report is an integral part of an audit performed in accordance with tax incremental district laws and regulations in considering the District's compliance.



**CliftonLarsonAllen LLP**

Wausau, Wisconsin  
October 1, 2025

## FINANCIAL STATEMENTS

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
BALANCE SHEET  
OCTOBER 8, 2024**

**ASSETS**

Cash and Investments	\$ 1,938,153
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**LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE**

**FUND BALANCE**

Restricted for TID Expenditures	<u>1,938,153</u>
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Total Liabilities, Deferred Inflows of Resources, and Fund Balance	<u><u>\$ 1,938,153</u></u>
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*See accompanying Notes to Financial Statements.*

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
HISTORICAL SUMMARY OF PROJECT COSTS, PROJECT REVENUES,  
AND NET COST TO BE RECOVERED THROUGH TAX INCREMENTS  
DATE OF CREATION THROUGH OCTOBER 8, 2024**

	From Date of Creation
<b>PROJECT COSTS</b>	
Project Plan Capital Expenditures	\$ 28,812,920
Developer Incentive Payments and Grants	3,447,962
Administrative	1,121,559
Professional Services	946,197
Interest and Fiscal Charges	2,942,249
Transfers	6,694
Total Project Costs	37,277,581
<b>PROJECT REVENUES</b>	
Tax Increments	33,747,528
Special Assessments	1,051,726
Intergovernmental	1,772,688
Miscellaneous	795,533
Premium on Long-Term Debt	838,259
Total Project Revenues	38,205,734
<b>NET COST RECOVERABLE (RECOVERED) THROUGH TAX INCREMENTS - OCTOBER 8, 2024</b>	<b>\$ (928,153)</b>
<b>RECONCILIATION OF FINAL PROJECTED COSTS IN EXCESS OF PROJECT REVENUES</b>	
As described in Note 5, the above fund balance at end of year and the property taxes levied for the subsequent year are to be refunded to the overlying taxing jurisdictions.	
Refund to Overlying Districts	\$ (1,400,964)
Tax Increment - Property Taxes Levied for Subsequent Year	3,873,301
Final Year of Intergovernmental Revenues for Exempt Computer and Personal Property Aids	490,361
Miscellaneous Revenue	8,000
Final Interest Payment	(12,425)
Close-Out Costs	(13,125)
Affordable Housing Transfer	(3,873,301)
<b>FINAL PROJECT COSTS IN EXCESS OF PROJECT REVENUES</b>	<b>\$ -</b>

See accompanying Notes to Financial Statements.

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
HISTORICAL SUMMARY OF SOURCES, USES, AND STATUS OF FUNDS  
DATE OF CREATION THROUGH OCTOBER 8, 2024**

	From Date of Creation
<b>SOURCES OF FUNDS</b>	
Tax Increments	\$ 33,747,528
Special Assessments	1,051,726
Intergovernmental	1,772,688
Miscellaneous	795,533
Debt Proceeds	25,415,445
Premium on Long-Term Debt	838,259
Total Sources of Funds	63,621,179
<b>USES OF FUNDS</b>	
Project Plan Capital Expenditures	28,812,920
Developer Incentive Payments and Grants	3,447,962
Professional Services	946,197
Administrative	1,121,559
Interest and Fiscal Charges	2,942,249
Transfers	6,694
Principal Payments	24,405,445
Total Uses of Funds	61,683,026
<b>NET CHANGE IN FUND BALANCE</b>	1,938,153
Fund Balance - Beginning	-
<b>FUND BALANCE - ENDING</b>	<b>\$ 1,938,153</b>
<b>RECONCILIATION OF FINAL REFUND DUE TO OVERLYING DISTRICTS</b>	
As described in Note 5, the above fund balance at end of period, the property taxes levied for the subsequent year, and intergovernmental revenue for state aids to be recognized in 2025, less the affordable housing transfer, represents the final refund to the overlying taxing districts.	
Fund Balance - End of Period	\$ 1,938,153
Tax Increment - Property Taxes Levied for Subsequent Year	3,873,301
Final Year of Intergovernmental Revenues for Exempt Computer and Personal Property Aids	490,361
Miscellaneous Revenue	8,000
Final Debt Payment	(1,022,425)
Close-Out Costs	(13,125)
Affordable Housing Transfer	(3,873,301)
<b>FINAL REFUND DUE TO OVERLYING TAX DISTRICTS</b>	<b>\$ 1,400,964</b>

See accompanying Notes to Financial Statements.

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 8, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of the City of Wausau's Tax Incremental District Number Six (the District) conform to accounting principles as applicable to governmental units and as defined by Wisconsin Statutes Section 66.1105, which is a basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP). Wisconsin Statutes Section 66.1105 establishes reporting requirements for the District. The significant accounting principles and policies utilized by the City of Wausau in preparing the financial statements of Tax Incremental District Number Six are described below:

**A. Reporting Entity**

This report contains the financial information of the City of Wausau's Tax Incremental District Number Six. The financial statements do not include the full financial presentation of the financial statements of the City of Wausau and do not purport to represent the financial position or changes in the financial position of the City. The financial statements and summary schedules were prepared from data recorded in the District's capital project fund of the City of Wausau and are presented in a format prescribed by the Wisconsin Department of Revenue.

The District was created under the provisions of Wisconsin Statute Section 66.1105. The purpose of that section is to allow a municipality to recover development and improvements costs in a designated area from the property taxes generated on the increased value of the property after the creation date of the District. The tax on the increased value is called a tax increment.

The statutes allow the municipality to collect tax increments until the net project cost has been fully recovered, or until 20 years after the creation date, whichever occurs first. Under certain conditions, the City may declare a tax incremental district distressed, which allows the City to extend the life of the District 10 years past the original termination date, or severely distressed, which allows the City to extend the life of the District 40 years from the creation date. Project costs uncollected at the dissolution date are absorbed by the City of Wausau.

Listed below are the significant dates applicable to the City of Wausau's Tax Incremental District Number Six:

Creation Date	May 10, 2005
Latest Date to Incur Project Expenditures	May 10, 2020
Termination Date	October 8, 2024

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 8, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**B. Measurement Focus and Basis of Accounting**

The District's financial statements are reported on the basis of financial reporting provisions of the Wisconsin Department of Revenue, which is a basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP) to comply with the requirements of the Wisconsin Department of Revenue.

Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Project plan expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

District increments are recorded as revenues in the year due. Revenues susceptible to accrual include intergovernmental grants, intergovernmental charges for services, public charges for services and interest. Other revenues are recognized when received in cash or when measurable and available.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources, as they are needed.

**C. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles and the accounting provisions of the Wisconsin Department of Revenue requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**D. Assets, Liabilities, Deferred Inflows of Resources, and Fund Balance**

**1. Cash and Investments**

Cash and investments are combined in the financial statements. Cash deposits consist of demand and time deposits with financial institutions. Investments are stated at fair value. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date.

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 8, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**D. Assets, Liabilities, Deferred Inflows of Resources, and Fund Balance (Continued)**

**2. Property Taxes**

When the District was created, the value of all taxable property within the defined boundaries of the District was determined by the Wisconsin Department of Revenue. This value is known as the base value of the District, and remains unchanged through the life of the District unless the City amends District boundaries to add or remove properties. The Wisconsin Department of Revenue annually certifies the current value of all taxable property within the District.

Property taxes consist of taxes on real estate and personal property. They are levied during December of the prior year and become an enforceable lien on property the following January 1. Property taxes are payable in various options depending on the type and amount. Personal property taxes are payable on or before January 31 in full. Real estate taxes are payable in full by January 31 or in two equal installments on or before January 31 and July 31. Real estate taxes not paid by January 31 are purchased by the County as part of the February tax settlement.

Property taxes collected on the base value are shared with the overlying taxing jurisdictions while property taxes collected on the growth in value, also known as the increment value, are retained by the City as tax increment revenue. The City uses the tax increment revenue to pay for approved project plan expenditures. A summary of taxable value within the District as of October 8, 2024 follows:

Current Value	Base Value	Increment Value
\$ 264,719,700	\$ 75,491,600	\$ 189,228,100

**3. Deferred Inflows of Resources**

In addition to liabilities, the balance sheet will report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represent an acquisition of net position that applies to a future period and so will not be recognized as an inflows of resource (revenue) until that time.

**4. Long-Term Obligations**

The City recognizes bond premiums and discounts, as well as bond issuance costs, during the period when received or paid. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. Premiums received, discounts on debt issuance, issuance costs and interest on long-term debt are considered financing costs recoverable from revenues of the District.

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 8, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**D. Assets, Liabilities, Deferred Inflows of Resources, and Fund Balance (Continued)**

**5. Fund Balance**

Fund balance is reported in various categories for TID funds based on the nature of any limitations requiring the use of resources for specific purposes. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- **Nonspendable Fund Balance.** Amounts that are not in spendable form (such as inventory, prepaid items, or long-term receivables) or are legally or contractually required to remain intact.
- **Restricted Fund Balance.** Amounts that are constrained for specific purposes by external parties (such as grantor or bondholders), through constitutional provisions, or by enabling legislation.
- **Unassigned Fund Balance.** Only deficit amounts are shown in this category.

**E. Project Plan Budget**

The estimated revenues and expenditures of the District are adopted in the original project plan and any subsequent amendments. Those estimates are for the entire life of the District, and may not be comparable to interim results presented in this report.

**NOTE 2 CASH AND INVESTMENTS**

The District invests in funds in accordance with the provisions of the Wisconsin Statutes 66.0603(1m) and 67.11(2).

Fair values are based on quoted market prices. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income.

The District, as a fund of the City, maintains common cash and investment accounts. Federal depository insurance and the State of Wisconsin Guarantee fund insurance apply to the City of Wausau as an individual municipality and, accordingly, the amount of insured funds is not determinable for the District.

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 8, 2024**

**NOTE 3 LONG TERM OBLIGATIONS**

During the life of the District, the City issued general obligation debt backed by the full faith and credit of the City to finance District project plan expenditures. The debt issued by the District was retired by tax increment collections.

The following is a summary of the long-term obligations issued for District projects:

	Issued Amount	Retired	Outstanding 10/8/2024
2005A General Obligation Note	\$ 1,539,475	\$ 1,539,475	\$ -
2010A General Obligation Note	400,000	400,000	-
2011A General Obligation Note	1,244,970	1,244,970	-
2012B General Obligation Note	700,000	700,000	-
2013A General Obligation Note	2,065,000	2,065,000	-
2016A General Obligation Note	4,515,000	4,515,000	-
2017A General Obligation Note	3,615,000	3,615,000	-
2018A General Obligation Note	3,440,000	3,440,000	-
2019A General Obligation Note	3,130,000	2,585,000	545,000
2020 State Trust Fund Loan	2,986,000	2,986,000	-
2021A General Obligation Note	1,780,000	1,315,000	465,000
	<u>\$ 25,415,445</u>	<u>\$ 24,405,445</u>	<u>\$ 1,010,000</u>
Total			

The outstanding principal balance of \$1,010,000 was retired during 2025.

**NOTE 4 AFFORDABLE HOUSING EXTENSION**

As allowable under Wisconsin Statutes Section 66.1105(6)(g), the District elected to utilize the affordable housing extension through which 75% of the final increment must benefit affordable housing and the remaining portion must be used to improve housing stock. The 2025 increment of \$3,873,301 is shown as a transfer to other funds to reflect the later use of the funds as permitted by the Wisconsin Department of Revenue.

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 8, 2024**

**NOTE 5 REFUND TO OVERLYING TAXING JURISDICTIONS**

The refund to overlying districts of \$1,400,964 is calculated based on increments collected in excess of project costs using the ratio of taxes from the 2024 Tax Increment Worksheet. As the District terminated as of October 8, 2024, and in accordance with state statutes, the District will collect its last year of tax increment and the final year of intergovernmental revenues for exempt computer and personal property aids in 2025. The final refund to overlying tax jurisdictions will be completed in 2025.

A summary of the total due, along with each overlying jurisdiction’s portion, are as follows:

<u>Taxing Jurisdiction</u>	<u>Percentage of Tax Base</u>	<u>Total Refund</u>
Marathon County	18.36%	\$ 257,238
City of Wausau	42.46%	594,841
Wausau Area School District	33.81%	473,678
North Central Technical College	5.37%	75,207
		<u>\$ 1,400,964</u>

## SUPPLEMENTARY INFORMATION

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
SCHEDULE OF FINANCIAL TRANSACTIONS  
PERIOD MAY 10, 2005 THROUGH OCTOBER 8, 2024**

	2005	2006	2007	2008	2009	2010	2011	2012	2013
<b>REVENUES</b>									
Tax Increments	\$ -	\$ -	\$ 449,635	\$ 520,673	\$ 730,189	\$ 858,034	\$ 991,225	\$ 1,059,794	\$ 955,238
Special Assessments	-	-	-	28,719	6,046	87,041	16,074	11,977	153,205
Intergovernmental	-	-	73,290	37,998	34,058	60,686	60,188	86,372	79,826
Miscellaneous	14,567	3,615	180	2,176	1,633	1,866	2,967	3,951	285
<b>Total Revenues</b>	<b>14,567</b>	<b>3,615</b>	<b>523,105</b>	<b>589,566</b>	<b>771,926</b>	<b>1,007,627</b>	<b>1,070,454</b>	<b>1,162,094</b>	<b>1,188,554</b>
<b>EXPENDITURES</b>									
Project Plan Capital Expenditures	1,359,450	324,758	75,122	203,833	-	322,547	388,144	1,822,599	3,448,112
Developer Incentive Payments and Grants	-	-	-	183,962	553,595	-	257,466	340,876	455,939
Administrative	82,793	14,395	18,028	56,664	12,276	23,151	31,929	95,329	43,797
Professional Services	2,772	2,772	2,566	-	984	38,323	67,507	61,138	37,204
Debt Service:									
Principal	-	120,585	132,645	110,537	150,732	156,761	200,781	331,550	422,579
Interest, Fiscal, and Debt Issuance Costs	-	65,151	44,495	78,174	37,051	34,172	43,039	58,977	135,178
<b>Total Expenditures</b>	<b>1,445,015</b>	<b>527,661</b>	<b>272,856</b>	<b>633,170</b>	<b>754,638</b>	<b>574,954</b>	<b>988,866</b>	<b>2,710,469</b>	<b>4,542,809</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,430,448)</b>	<b>(524,046)</b>	<b>250,249</b>	<b>(43,604)</b>	<b>17,288</b>	<b>432,673</b>	<b>81,588</b>	<b>(1,548,375)</b>	<b>(3,354,255)</b>
<b>OTHER FINANCING SOURCES (USES)</b>									
Transfers Out	-	-	-	-	-	(6,694)	-	-	-
Long Term Debt Issued	1,539,475	-	-	-	-	400,000	1,244,970	700,000	2,065,000
Premium on Long-Term Debt	-	-	-	-	-	(1,200)	-	-	43,976
<b>Total Other Financing Sources (Uses)</b>	<b>1,539,475</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>392,106</b>	<b>1,244,970</b>	<b>700,000</b>	<b>2,108,976</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>109,027</b>	<b>(524,046)</b>	<b>250,249</b>	<b>(43,604)</b>	<b>17,288</b>	<b>824,779</b>	<b>1,326,558</b>	<b>(848,375)</b>	<b>(1,245,279)</b>
Fund Balance - Beginning	-	109,027	(415,019)	(164,770)	(208,374)	(191,086)	633,693	1,960,251	1,111,876
<b>FUND BALANCE - ENDING</b>	<b>\$ 109,027</b>	<b>\$ (415,019)</b>	<b>\$ (164,770)</b>	<b>\$ (208,374)</b>	<b>\$ (191,086)</b>	<b>\$ 633,693</b>	<b>\$ 1,960,251</b>	<b>\$ 1,111,876</b>	<b>\$ (133,403)</b>

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
SCHEDULE OF FINANCIAL TRANSACTIONS (CONTINUED)  
PERIOD MAY 10, 2005 THROUGH OCTOBER 8, 2024**

	2014	2015	2016	2017	2018	2019	2020	2021	2022
<b>REVENUES</b>									
Tax Increments	\$ 1,176,485	\$ 1,507,029	\$ 1,620,763	\$ 1,613,164	\$ 2,267,884	\$ 2,726,109	\$ 2,773,367	\$ 2,981,932	\$ 3,712,562
Special Assesments	124,710	70,192	47,377	168,819	62,007	42,416	94,412	53,943	54,897
Intergovernmental	95,851	85,647	94,351	108,390	109,983	136,232	141,008	145,784	141,008
Miscellaneous	6,920	27,448	37,020	32,722	27,030	337,976	17,420	25,620	21,101
Total Revenues	<u>1,403,966</u>	<u>1,690,316</u>	<u>1,799,511</u>	<u>1,923,095</u>	<u>2,466,904</u>	<u>3,242,733</u>	<u>3,026,207</u>	<u>3,207,279</u>	<u>3,929,568</u>
<b>EXPENDITURES</b>									
Project Plan Capital Expenditures	218,768	130,433	2,998,667	4,671,835	2,953,150	7,231,306	2,362,017	302,179	-
Developer Incentive Payments and Grants	571,777	413,726	151,875	75,000	-	420,841	22,905	-	-
Administrative	44,120	33,173	127,865	178,464	74,718	173,446	68,607	20,240	6,399
Professional Services	96,715	169,878	88,004	18,035	36,631	102,291	66,273	52,942	54,339
Debt Service:									
Principal	668,609	628,657	434,740	974,740	1,414,740	1,844,739	2,328,930	5,249,120	2,590,000
Interest, Fiscal, and Debt Issuance Costs	101,081	74,525	98,373	236,504	234,486	354,073	361,792	411,105	291,998
Total Expenditures	<u>1,701,070</u>	<u>1,450,392</u>	<u>3,899,524</u>	<u>6,154,578</u>	<u>4,713,725</u>	<u>10,126,696</u>	<u>5,210,524</u>	<u>6,035,586</u>	<u>2,942,736</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(297,104)</u>	<u>239,924</u>	<u>(2,100,013)</u>	<u>(4,231,483)</u>	<u>(2,246,821)</u>	<u>(6,883,963)</u>	<u>(2,184,317)</u>	<u>(2,828,307)</u>	<u>986,832</u>
<b>OTHER FINANCING SOURCES (USES)</b>									
Transfers Out	-	-	-	-	-	-	-	-	-
Long Term Debt Issued	-	-	4,515,000	3,615,000	3,440,000	3,130,000	2,986,000	1,780,000	-
Premium on Long-Term Debt	-	-	-	433,117	132,364	127,742	-	102,260	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>4,515,000</u>	<u>4,048,117</u>	<u>3,572,364</u>	<u>3,257,742</u>	<u>2,986,000</u>	<u>1,882,260</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>(297,104)</u>	<u>239,924</u>	<u>2,414,987</u>	<u>(183,366)</u>	<u>1,325,543</u>	<u>(3,626,221)</u>	<u>801,683</u>	<u>(946,047)</u>	<u>986,832</u>
Fund Balance - Beginning	<u>(133,403)</u>	<u>(430,507)</u>	<u>(190,583)</u>	<u>2,224,404</u>	<u>2,041,038</u>	<u>3,366,581</u>	<u>(259,640)</u>	<u>542,043</u>	<u>(404,004)</u>
<b>FUND BALANCE - ENDING</b>	<u>\$ (430,507)</u>	<u>\$ (190,583)</u>	<u>\$ 2,224,404</u>	<u>\$ 2,041,038</u>	<u>\$ 3,366,581</u>	<u>\$ (259,640)</u>	<u>\$ 542,043</u>	<u>\$ (404,004)</u>	<u>\$ 582,828</u>

**CITY OF WAUSAU, WISCONSIN  
TAX INCREMENTAL DISTRICT NUMBER SIX  
SCHEDULE OF FINANCIAL TRANSACTIONS (CONTINUED)  
PERIOD MAY 10, 2005 THROUGH OCTOBER 8, 2024**

	2023	2024	Total	Final Close Out	Project Plan Budget
<b>REVENUES</b>					
Tax Increments	\$ 3,716,193	\$ 4,087,252	\$ 33,747,528	\$ 3,873,301	\$ 39,035,206
Special Assesments	18,099	11,792	1,051,726	-	-
Intergovernmental	141,008	141,008	1,772,688	490,361	-
Miscellaneous	35,020	196,016	795,533	8,000	-
Total Revenues	<u>3,910,320</u>	<u>4,436,068</u>	<u>37,367,475</u>	<u>4,371,662</u>	<u>39,035,206</u>
<b>EXPENDITURES</b>					
Project Plan Capital Expenditures	-	-	28,812,920	-	36,471,325
Developer Incentive Payments and Grants	-	-	3,447,962	-	6,577,670
Administrative	-	16,165	1,121,559	-	968,410
Professional Services	11,223	36,600	946,197	13,125	1,209,990
Debt Service:					
Principal	2,605,000	4,040,000	24,405,445	1,010,000	-
Interest, Fiscal, and Debt Issuance Costs	194,375	87,700	2,942,249	12,425	5,905,442
Total Expenditures	<u>2,810,598</u>	<u>4,180,465</u>	<u>61,676,332</u>	<u>1,035,550</u>	<u>51,132,837</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>1,099,722</u>	<u>255,603</u>	<u>(24,308,857)</u>	<u>3,336,112</u>	<u>\$ (12,097,631)</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers Out	-	-	(6,694)	(3,873,301)	
Long Term Debt Issued	-	-	25,415,445	-	
Premium on Long-Term Debt	-	-	838,259	-	
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>26,247,010</u>	<u>(3,873,301)</u>	
<b>NET CHANGE IN FUND BALANCE</b>	1,099,722	255,603	1,938,153	(537,189)	
Fund Balance - Beginning	<u>582,828</u>	<u>1,682,550</u>	<u>-</u>	<u>1,938,153</u>	
<b>FUND BALANCE - ENDING</b>	<u>\$ 1,682,550</u>	<u>\$ 1,938,153</u>	<u>\$ 1,938,153</u>	<u>\$ 1,400,964</u>	

**ADDITIONAL INDEPENDENT AUDITORS' REPORT  
FOR FINANCIAL STATEMENTS**



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS OF  
TAX INCREMENTAL FINANCING DISTRICT LAWS AND REGULATIONS**

City Council  
City of Wausau, Wisconsin

We have audited in accordance with auditing standards generally accepted in the United States of America, the financial statements of the City of Wausau, Wisconsin's Tax Incremental District Number Six (the District), which comprise the balance sheet as of October 8, 2024, and the related historical summary of project costs, project revenues, and net cost to be recovered through tax increments and the historical summary of sources, uses, and status of funds from the date the District was created through October 8, 2024, and the related notes to the financial statements, and have issued our report thereon dated October 1, 2025.

In connection with our audit, nothing came to our attention that caused us to believe that the District failed to comply with the provisions of Wisconsin State Statutes Section 66.1105 and the project plan, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the District's noncompliance with the above-referenced provisions, insofar as they relate to accounting matters.

This report is intended solely for the information and use of the City Council, management, Wisconsin Department of Revenue, and overlying taxing jurisdictions and is not intended to be, and should not be, used by anyone other than these specified parties.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Wausau, Wisconsin  
October 1, 2025



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See [CLAGlobal.com/disclaimer](http://CLAGlobal.com/disclaimer). Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

**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  
Kelly J. Ballard, Chairman

GRANTEE:

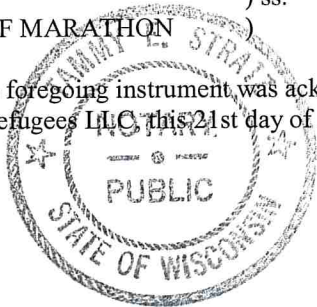
CITY OF WAUSAU

By:

Robert B Mielke  
Print Name: Robert B. Mielke  
Title: Mayor, City of Wausau

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON )

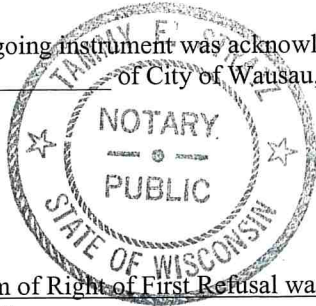
The foregoing instrument was acknowledged before me, a notary public, by Kelly J. Ballard, as Chairman of Sunbelt Refugees LLC, this 21st day of January, 2019.



Tammy E. Stratz  
\* 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  
\* 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

## 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. 1<sup>st</sup> 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. 1<sup>st</sup> 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 or 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. 1<sup>st</sup> 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**

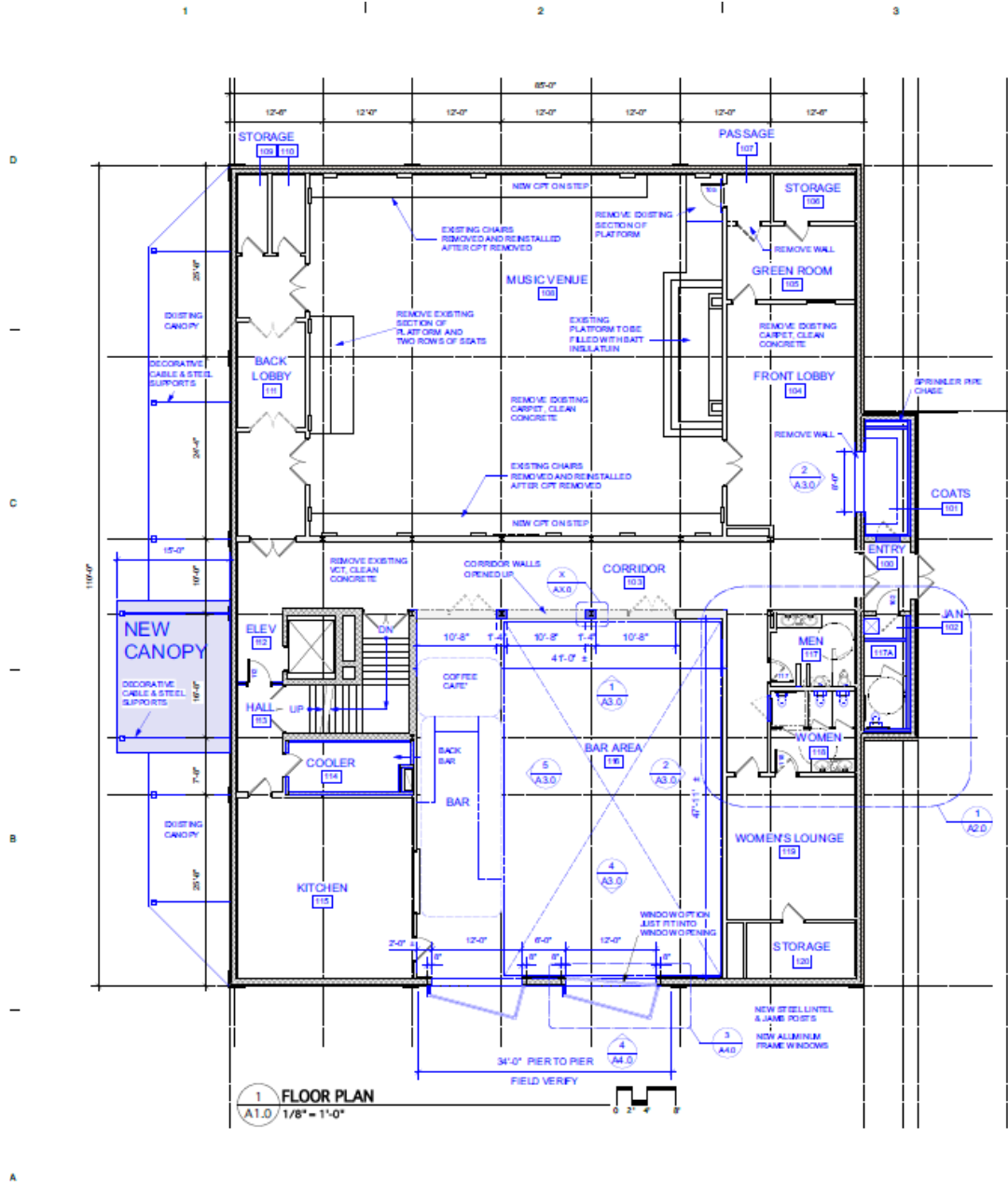
Legal Description of Property

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. 1<sup>ST</sup> Street, Wausau, WI 54403

# EXHIBIT A-1

## Plans and Specifications



**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.**

8 \_\_\_\_\_  
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.**

11 \_\_\_\_\_  
12 **\$630,000 purchase price is fully allocated to the property.**

13 \_\_\_\_\_  
14 **All liens will be paid by seller prior to or at closing so property is free and clear of**  
15 **any liens.**

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
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) \_\_\_\_\_ (x) \_\_\_\_\_  
39 Buyer's Signature Jason Mack Jessica Mack Date Bradley Ballard  
40 Print name Vitality Bar Properties, LLC Hanna Hunter 11/19/25  
41 (x) Kyle Hunter 11/19/25 \_\_\_\_\_ 11/20/25  
42 Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller's Signature Kelly J Ballard Date \_\_\_\_\_  
43 Print name Kyle Hunter Hanna Hunter Print name \_\_\_\_\_

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.

Jason Mack 11/19/25, Jessica Mack 11/19/25, Bradley Ballard 11/20/25, Kyle Hunter 11/19/25, Hanna Hunter 11/19/25, Kelly J Ballard 11/20/25

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 Date 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 Date 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 KB

Authentisign JM Jm KH 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 \_\_\_\_\_

89 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
90 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  
91 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

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

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

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

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and  
106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,  
108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving  
110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service  
113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or  
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously  
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

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

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

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_  
182 \_\_\_\_\_  
183 \_\_\_\_\_

184 **[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].**

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

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

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

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

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

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

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

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

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

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

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

- 227  Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity
- 228  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which  
229 is consistent with representations made prior to and in this Offer.
- 230  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property  
231 to be free and clear of all liens, other than liens to be released prior to or at closing.
- 232  Rent roll.
- 233  Other \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
- 333 cure Defects;
- 334 (2) curing the Defects in a good and workmanlike manner; and
- 335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

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

- 337 (1) Seller does not have the right to cure; or
- 338 (2) Seller has the right to cure but:
  - 339 (a) Seller delivers written notice that Seller will not cure; or
  - 340 (b) Seller does not timely deliver the written notice of election to cure.

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

342  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
 343 commercial [loan type or specific lender, if any] first mortgage loan commitment as described  
 344 below, within 45 days after acceptance of this Offer. The financing selected shall be in an amount of not less than  
 345 \$ 540,000.00 for a term of not less than 20 years, amortized over not less than 20 years. Initial  
 346 monthly payments of principal and interest shall not exceed \$ 4,105.00. Buyer acknowledges that lender's  
 347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
 348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
 349 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan  
 350 sources or obtaining a construction loan or land contract financing, describe at lines 625-642 or in an addendum attached  
 351 per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
 352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
 353 lender's appraiser access to the Property.

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

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

358  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 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

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

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

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

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

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

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

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
619 FIRPTA.

620  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
621 2.4% of purchase price (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
622 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
623 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
624 beneficiary of this contract.

625 **ADDITIONAL PROVISIONS/CONTINGENCIES**

626 This offer is contingent upon buyer getting confirmation from city & contractors to be  
627 able to do the following:

- 628 1. add windows to north wall & lower level
- 629 2. add upgraded hood for deep fryer

632 All items included will be as seen on 11/4/2025 showing. If any items were removed, seller  
633 to notify buyer what items were removed.

635 Seller to provide copies of leases within 7 days of acceptance.

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

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

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

652 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

653 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

Property Address: 130 N 1st St., Wausau, WI 54403

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 ▲  
Kyle Hunter Kyle Hunter 11/12/25 Hanna Hunter Hanna Hunter 11/12/25

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

686 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

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) Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

694 (x) 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

<b>PRICE</b>	<del>\$1,399,500</del> <del>\$899,500</del> <b>\$799,000</b>
<b>LEASE RATES</b>	<b>\$6/SF NNN (EST \$2/SF NNN)</b>
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](mailto:tjm@naipfefferle.com)

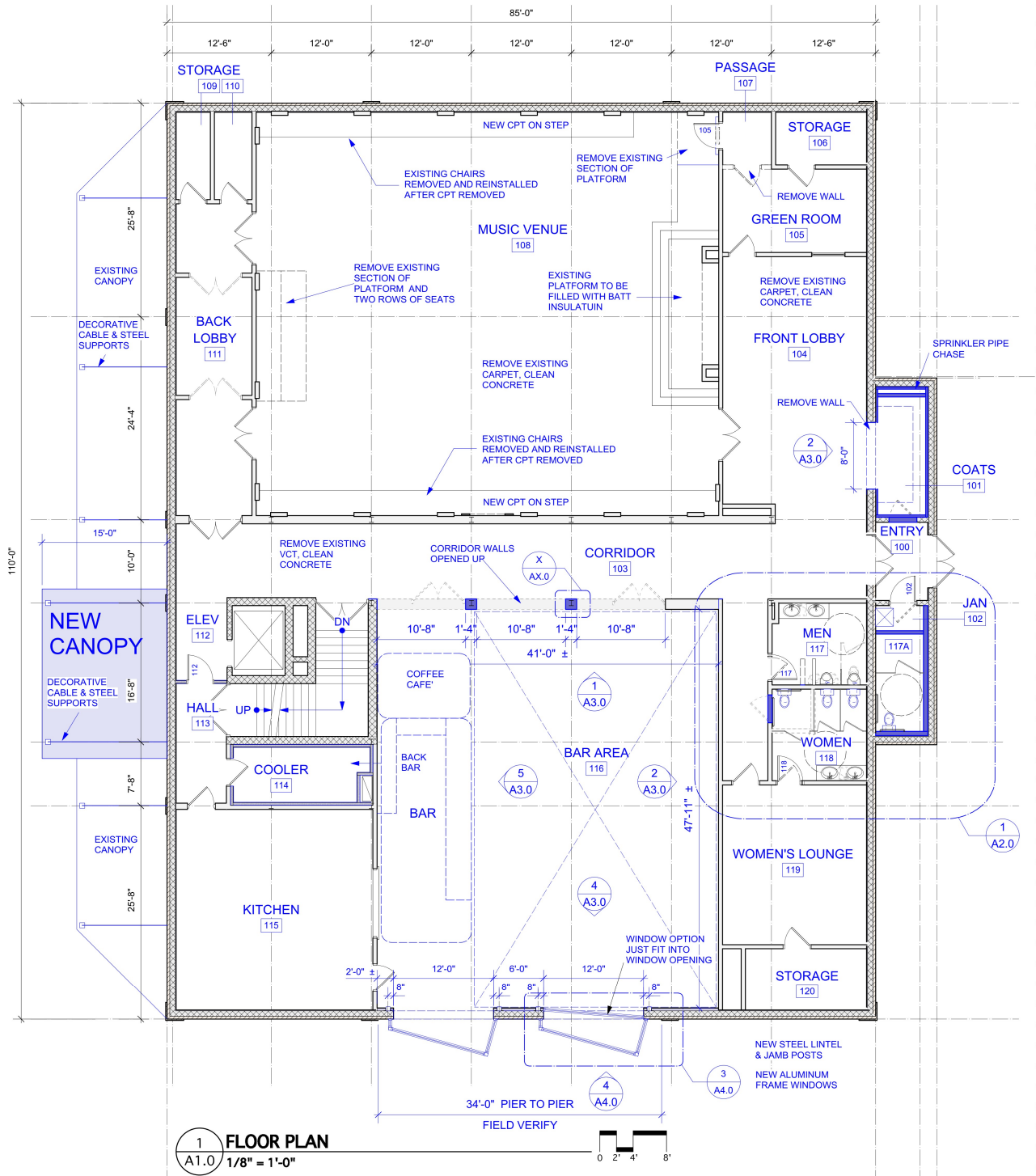
NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, AND THE SAME IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, CHANGE OF PRICE, RENTAL OR OTHER CONDITIONS, PRIOR SALE, LEASE OR FINANCING, OR WITHDRAWAL WITHOUT NOTICE, AND OF ANY SPECIAL LISTING 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  
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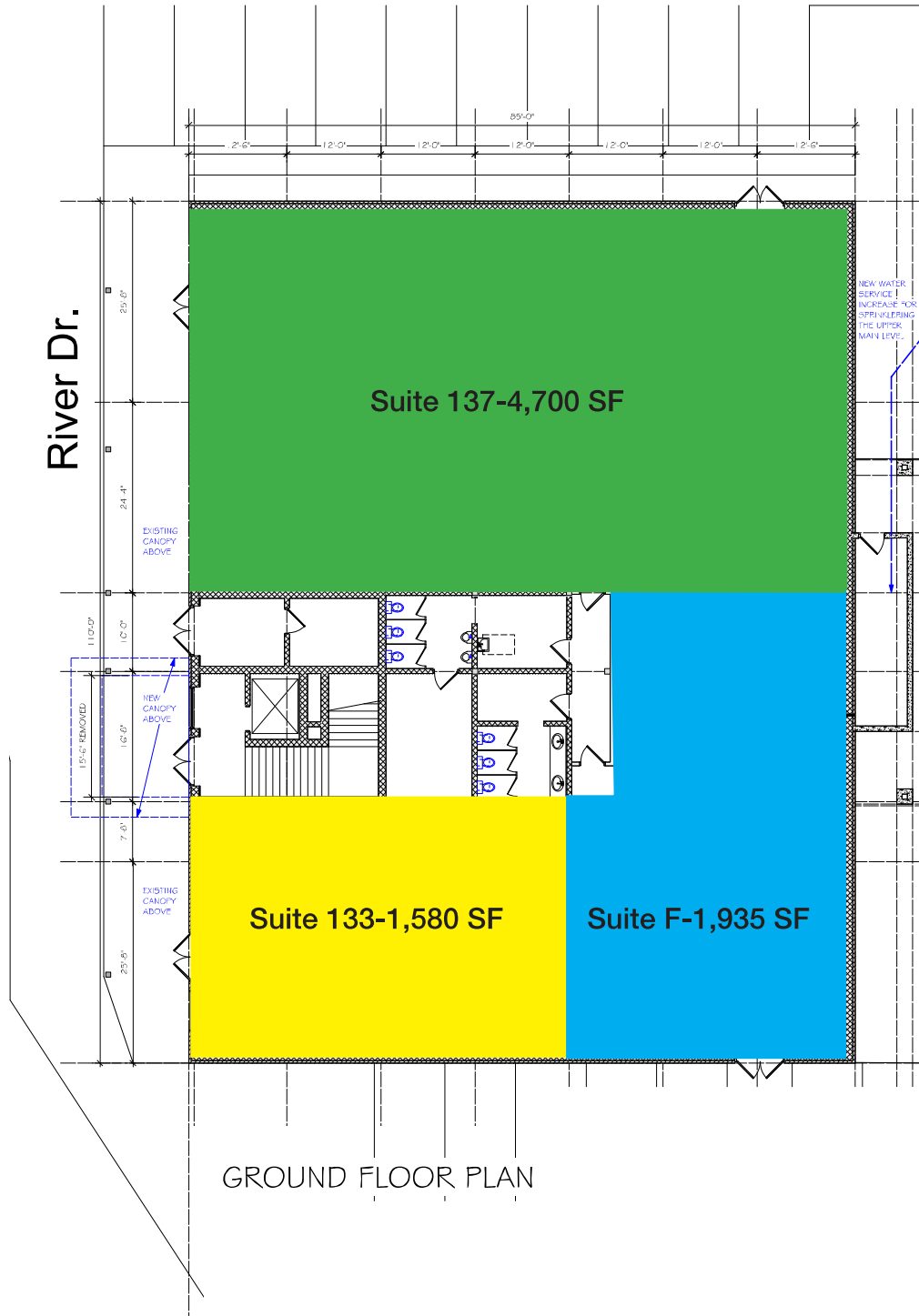
For Sale Or Lease  
130 N. 1st Street  
Wausau, WI

# NAIPfefferle

## Main Floor Plan



## Ground Floor Plan



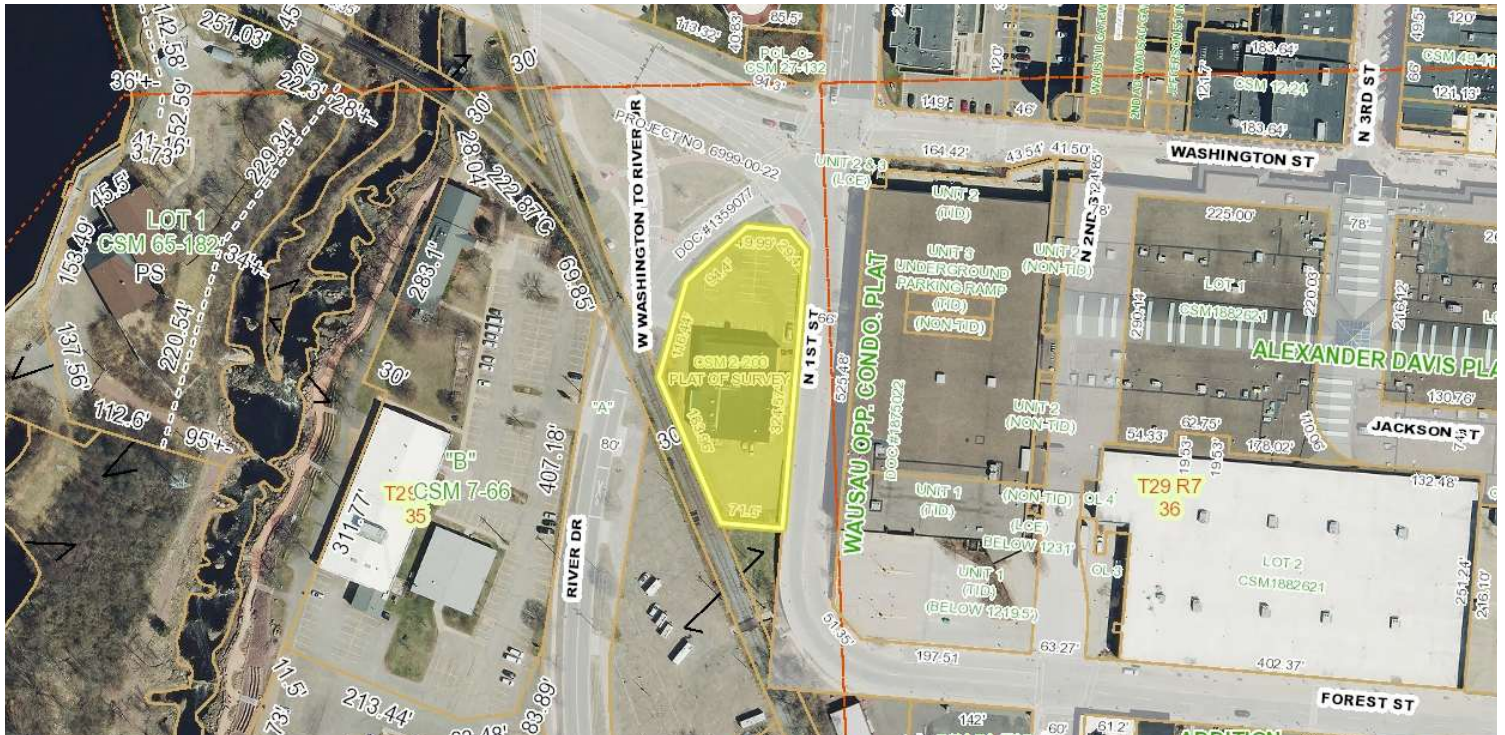
# NAI Pfefferle

For Sale Or Lease  
130 N. 1st Street  
Wausau, WI



For Sale Or Lease  
130 N. 1st Street  
Wausau, WI

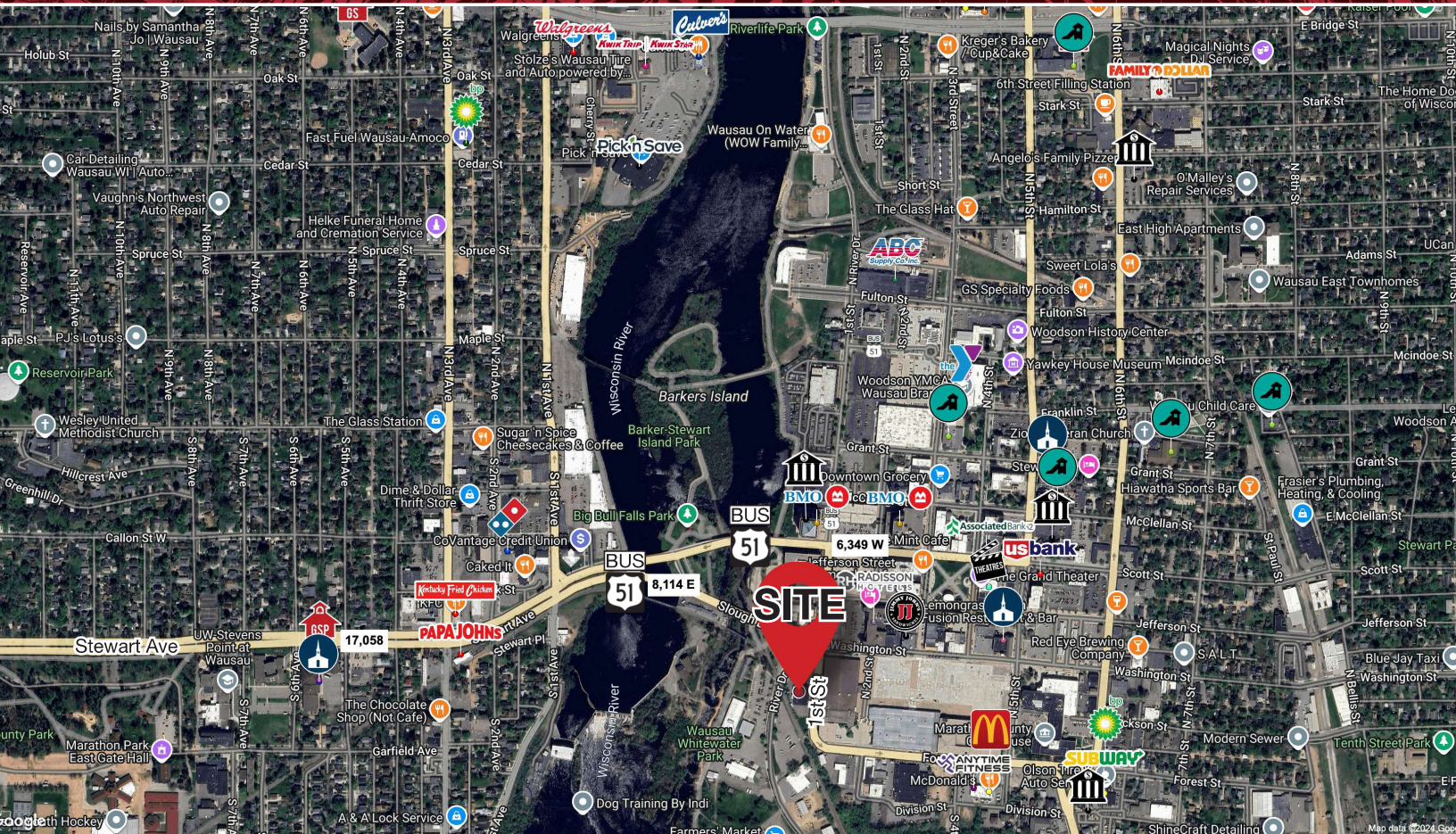
# NAI Pfefferle



# NAI Pfefferle

For Sale Or Lease  
130 N. 1st Street  
Wausau, WI

# NAIPfefferle



### POPULATION

1 MILE:	11,998
3 MILES:	40,824
5 MILES:	57,709



### EMPLOYEES

1 MILE:	10,252
3 MILES:	27,633
5 MILES:	35,854



### AVERAGE INCOME

1 MILE:	\$69,986
3 MILES:	\$87,508
5 MILES:	\$92,035



### BUSINESSES

1 MILE:	613
3 MILES:	1,594
5 MILES:	2,218



### AVERAGE HOUSEHOLDS

1 MILE:	5,417
3 MILES:	17,982
5 MILES:	25,639



### TRAFFIC COUNTS

BUS. HWY 51 E	8,114
BUS. HWY 51 W	6,349
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

105 POWTS may affect the performance or the operation of other parts of the POWTS thereby necessitating further  
 106 modifications for the other parts to remain compliant.  
 107 • Utility Service. Seller shall be responsible for providing electric, water service and/or other utility service as  
 108 necessary for any inspection or testing unless otherwise designated in Additional Provisions on lines 354-371.

109  **TESTING CONTINGENCY:** This Offer is contingent upon **(Buyer obtaining)(Seller providing)** **STRIKE ONE**  
 110 ("Buyer obtaining" if neither is stricken) a current written report from a qualified independent expert documenting the  
 111 results of the following test(s) conducted pursuant to applicable government or industry protocols and standards which  
 112 disclose no unsafe levels of [indicate substance or compounds to be tested, e.g., asbestos (see  
 113 <http://www2.epa.gov/asbestos/protect-your-family> ), etc.]: \_\_\_\_\_  
 114 \_\_\_\_\_

115 no later than \_\_\_\_\_ days **(after acceptance)(prior to closing)** **STRIKE ONE** ("after acceptance" if neither  
 116 is stricken), at **(Buyer's)(Seller's)** **STRIKE ONE** ("Buyer's" if neither is stricken) expense. Specify any protocols,  
 117 testing contractors, labs, standards/levels constituting a Defect, financial limits, acceptable repair methodology, etc.:  
 118 \_\_\_\_\_  
 119 \_\_\_\_\_

120 Seller **(shall)(shall not)** **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.  
 121 See 122-134 regarding Right to Cure.

122 ■ **CONTINGENCY SATISFACTION/RIGHT TO CURE:** Each contingency selected above [Well Water Testing, Well  
 123 System(s) Inspection, Private Sanitary System(s) (POWTS) Inspection, and Testing on lines 36-121] shall be deemed  
 124 satisfied unless Buyer, within 5 days of the deadline for delivery or receipt of the respective applicable report(s),  
 125 delivers to Seller a copy of the written report(s) and written notice stating why the report(s) do(es) not satisfy the  
 126 contingency standard. If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written  
 127 notice of Seller's election to cure within 10 days of receipt of Buyer's notice; and (2) by having a qualified, independent  
 128 third party obtain any necessary permits and cure the defects in a good and workmanlike manner that satisfies the  
 129 standard set forth in the selected contingency and (3) by giving Buyer a report of the work done prior to closing. This  
 130 Offer shall be null and void if Buyer timely delivers the above written notice(s) and report(s) to Seller and (1) Seller  
 131 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  
 132 cure or b) Seller does not timely deliver the notice of election to cure. This Offer shall be null and void if Buyer delivers  
 133 notice to Seller, within 5 days of the applicable delivery deadline(s), stating Seller failed to deliver the report(s) by the  
 134 respective stated deadline(s) [if Seller was responsible to provide the report(s)].

135 ■ **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any  
 136 petroleum product contamination on the Property. If there is an abandoned underground storage tank (UST) or  
 137 basement or aboveground storage tank (AST) on the Property, Seller shall, at least 5 days prior to closing, deliver to  
 138 Buyer written confirmation that the tank and related components have been closed in full conformance with the current  
 139 federal, state and local regulations. Seller's written confirmation shall include a copy of any applicable contractor's  
 140 report and any required Department of Agriculture, Trade and Consumer Protection (DATCP) registration. Seller shall  
 141 provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST, AST or basement  
 142 tank meets all current state and federal operating standards. Buyer shall notify DATCP of the change of ownership of  
 143 an in-use UST within 15 business days of closing.  
 144 Visit [https://datcp.wi.gov/Pages/Programs\\_Services/PetroleumHazStorageTanks.aspx](https://datcp.wi.gov/Pages/Programs_Services/PetroleumHazStorageTanks.aspx).

145 ■ **HAZARDOUS SUBSTANCES:** The parties are aware that the news media and other public information sources  
 146 indicate that asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other  
 147 toxic substances and chemicals within a structure or in soils or water supplies can cause serious health hazards. Past  
 148 flooding, water intrusion, leaking or excessive dampness may result in mold growth that may present health risks.  
 149 Synthetic stucco and wood composite exterior house siding have been associated with moisture and mold related  
 150 problems. Seller represents that, to the best of Seller's knowledge, the Property does not contain asbestos, lead-  
 151 based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of mold, radon gas, lead,  
 152 radium or other toxic or harmful substances or chemicals, and that there has been no past flooding, water intrusion,  
 153 leaking or excessive moisture in the Property. See the caution at lines 6-9 and the testing contingencies in this  
 154 Addendum.

155 ■ **MUNICIPAL REPORT:** Seller agrees to provide Buyer with written verification of paid real estate taxes, current or  
 156 planned special assessments and any unpaid municipal charges affecting the Property, if such a statement is available  
 157 from the municipality. An Occupancy Permit or similar government documentation also may be required. These  
 158 statements shall be provided by Seller at or before closing at Seller's expense, unless otherwise provided in writing.

159 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports  
 160 or documentation required by any optional provisions checked on lines 171-197 below. The optional provisions  
 161 checked on lines 171-197 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after

162 acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be  
163 satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be  
164 satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as  
165 necessary to satisfy the contingency provisions checked at lines 171-197.

166 **Proposed Use:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_

167 \_\_\_\_\_  
168 \_\_\_\_\_ **[insert proposed use**  
169 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition**  
170 **to purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

171  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at  
172 lines 166-168.

173  **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition  
174 that would make the proposed use described at lines 166-168 impossible or significantly increase the costs of such  
175 development.

176  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence  
177 from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other  
178 conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit  
179 for a POWTS for use of the Property as stated on lines 166-168. The POWTS (septic system) allowed by the  
180 written evidence must be one of the following POWTS that is approved by the State for use with the type of  
181 property identified at lines 166-168  **CHECK ALL THAT APPLY:**  conventional in-ground;  mound;  
182  at grade;  in-ground pressure distribution;  holding tank;  other: \_\_\_\_\_

183 \_\_\_\_\_  
184  **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
185 affecting the Property and a written determination by a qualified independent third party that none of these prohibit  
186 or significantly delay or increase the costs of the proposed use or development identified at lines 166-168.

187  **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by  
188 the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the  
189 following items related to Buyer's proposed use at lines 166-168: \_\_\_\_\_

190 \_\_\_\_\_  
191  **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the  
192 Property, at the lot line, across the street, etc.)  **CHECK AND COMPLETE AS APPLICABLE**  
193  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  
194  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  
195  other \_\_\_\_\_;

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

198  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller)  **STRIKE ONE** ("Buyer" if  
199 neither stricken) obtaining the following, including all costs: a  **CHECK ALL THAT APPLY**  rezoning;  
200  conditional use permit;  variance;  other \_\_\_\_\_ for the Property for its  
201 proposed use described at lines 166-168. Seller agrees to cooperate with Buyer as necessary to satisfy this  
202 contingency. Buyer shall deliver, within \_\_\_\_\_ days of acceptance, written notice to Seller if any item cannot be  
203 obtained, in which case this Offer shall be null and void.

204 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING**  
205 **STRUCTURES:** Municipal zoning and building restrictions may affect use of the Property, and comprehensive plans  
206 may affect future use or value of the Property by influencing future development in the municipality. Buyer is informed  
207 that some buildings are considered legal non-conforming structures because they no longer conform to current  
208 dimensional zoning standards due to zoning standards and ordinances enacted after the building was constructed.  
209 Buyer's ability to remodel, repair, replace or enlarge an existing non-conforming structure may be regulated by the  
210 municipality. Buyer is encouraged to contact the appropriate municipal authorities regarding zoning and building  
211 restrictions and comprehensive plans if these issues are material to Buyer's decision to purchase.

212  **ZONING AND LAND USE REGULATIONS:** This Offer is contingent upon Buyer researching and reviewing all  
213 relevant laws, regulations, ordinances, and other governmental land use restrictions affecting the Property, including  
214 zoning regulations and building codes, and Buyer's determination that none of the above significantly increases  
215 Buyer's construction, maintenance, or landscaping costs, imposes costly or burdensome duties or obligations on  
216 Buyer, or would prohibit or substantially restrict legal uses of the Property intended by Buyer. This contingency shall be  
217 deemed satisfied unless Buyer delivers to Seller, within \_\_\_\_\_ days ("7" if left blank) of acceptance, a notice  
218 terminating this Offer, stating specifically which laws, regulations or ordinances negatively affect Buyer's intended use  
219 of the Property, according to the criteria stated herein. For purposes of this contingency, Buyer's right of termination  
220 shall be limited to those restrictions of which Buyer did not have actual notice, or written notice, at the time of  
221 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.

281  **FLOOD INSURANCE PREMIUMS CONTINGENCY:** This Offer is contingent upon Buyer obtaining an  
 282 insurance binder, certificate of insurance or other insurance company documentation or correspondence showing that  
 283 Buyer's annual premium for flood insurance for Buyer's initial year of ownership after closing shall not exceed  
 284 \$ \_\_\_\_\_. This contingency shall be deemed satisfied unless Buyer, no later than \_\_\_\_\_ days (**after**  
 285 **acceptance)(prior to closing)** **STRIKE ONE** ("after acceptance" if neither is stricken), delivers to Seller written notice  
 286 indicating that this contingency has not been satisfied and documentation of the flood insurance premiums available to  
 287 Buyer. If this contingency is not satisfied, Buyer may terminate this Offer by delivering written notice of termination to  
 288 Seller.

289 ■ **FLOOD INSURANCE:** Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with  
 290 the purchase of the Property. The National Flood Insurance Program (NFIP) (<http://www.floodsmart.gov/floodsmart/>)  
 291 provides for the availability of flood insurance and establishes flood insurance premiums based on the risk of flooding.  
 292 Recent changes to federal law may result in flood insurance premiums that are likely higher, and in the future may be  
 293 substantially higher, than premiums paid by Seller. Buyer should consult with one or more flood insurance carriers  
 294 regarding flood insurance coverage, current and future premiums, and whether Buyer may assume Seller's policy.  
 295 Buyer may wish to contact NFIP for information about flood insurance for this Property.

296  **FEDERAL VA MORTGAGE: (Buyer)(Seller)** **STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the  
 297 entire federal VA funding fee not to exceed \_\_\_\_\_ % (0% if not filled in) of the mortgage amount. **Note:** the  
 298 funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing VA financing.

299  **FEDERAL VA AND FHA MORTGAGE:** If this Offer is contingent upon Buyer obtaining a FHA or federal VA  
 300 loan, it is also contingent upon the Parties executing an FHA or federal VA amendment to the contract which shall give  
 301 Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price.

302  **SELLER'S CONTRIBUTION:** Seller agrees to credit Buyer, at time of closing, an amount of  
 303 \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price to assist Buyer in paying loan closing costs, such  
 304 as points, prepayables, escrows, other Buyer's costs and \_\_\_\_\_  
 305 \_\_\_\_\_ .  
 306 \_\_\_\_\_ .

307  **PRICE ESCALATION CLAUSE:** If Seller accepts this Offer and receives one or more additional bona fide offers  
 308 to purchase the Property with terms acceptable to Seller (Other Offers), prior to November 15, 2025 (date)  
 309 which result in Net Proceeds of Sale payable to Seller equal or greater than the Net Proceeds of Sale payable to Seller  
 310 under this Offer, then the purchase price of this Offer shall automatically increase to an amount which generates Net  
 311 Proceeds of Sale to Seller \$ 3,000.00 in excess of the highest Net Proceeds of Sale generated in such  
 312 Other Offers. A bona fide offer may not include a Closing of Buyer's Property Contingency.

313  
 314 Net Proceeds of Sale, for the purposes of this provision, is the purchase price minus monetary contributions by Seller,  
 315 including but not limited to closing costs credits (including discount points/origination fees), repair cost credits, and  
 316 other direct monetary concessions paid by the Seller, including the cost of a home warranty (unless the home warranty  
 317 was already put on the property by Seller with the listing). The cost of inspections or testing which Seller must perform,  
 318 and any broker commission paid or credited, are not factored into Net Proceeds of Sale.

319 Seller may initiate such purchase price increase only once, except if a given buyer submits a bona fide counter-offer to  
 320 that buyer's own offer, within the time permitted above, or when the other bona fide offer being used to initiate a price  
 321 increase under this provision contains a price escalation/acceleration clause, in which case the price increase per this  
 322 provision may be applied any number of times as against that offer. The purchase price of this Offer shall not exceed  
 323 \$ 650,000.00 . If the purchase price of this Offer is increased based on one or more Other Offers, Seller shall,  
 324 no later than November 18, 2025 , submit to Buyer a signed amendment to the Offer reflecting the adjusted  
 325 Purchase Price and a copy of any Other Offers that resulted in, and were the basis for the increase to the purchase  
 326 price of this Offer. Buyer agrees to accept the amendment and deliver it back to Seller according to the delivery terms  
 327 in this Offer and by the deadline for acceptance in the amendment.

328 *Wis. Admin. Code § REEB 24.12 prohibits a licensed real estate agent from disclosing any of the terms of one*  
 329 *prospective buyer's offer to purchase, exchange agreement or option contract proposal to any other prospective buyer*  
 330 *or to any person with the intent that this information be disclosed to any other prospective buyer. Accordingly, delivery*  
 331 *of Other Offers must be conducted solely between Buyer and Seller or their attorneys and cannot involve their*  
 332 *respective real estate agents.*

333 Seller's delivery of the Other Offer shall be by personal delivery to Buyer or the following email address: Buyer's Email  
 334 Address: hana.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 \_\_\_\_\_  
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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 

<u>JM</u>	<u>Jm</u>	<u>KH</u>	<u>HH</u>	11/12/25		
(Buyer(s) Initials) ▲		(Date) ▲		(Seller(s) Initials) ▲		(Date) ▲

# Peoples

STATE BANK

1905 Stewart Avenue  
PO Box 1686  
Wausau, WI 54402-1686

November 10, 2025

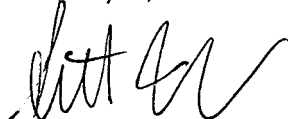
To: Whom it may concern,

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,



Seth Wage  
Vice President - Commercial Banking  
715-847-4146  
Seth.wage@bankpeoples.com

Member FDIC

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving City’s Waiver of Right to Repurchase 130 N. 1 <sup>st</sup> Street – Sunbelt Refugees LLC (Whitewater Music Hall).	
Committee Action:	Pending
Fiscal Impact:	None
<b>File Number:</b>	25-1206
<b>Date Introduced:</b>	December 9, 2025

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

**RESOLUTION**

**WHEREAS**, Sunbelt Refugees LLC and Vitality Bar Properties, LLC, have entered into a Purchase and Sale Agreement for \$630,000 to transfer 130 N. 1<sup>st</sup> 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. 1<sup>st</sup> 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



# 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.

**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

<b>File Number:</b>	24-0403	<b>Date Introduced:</b>	December 9, 2025
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**FISCAL IMPACT SUMMARY**

		<b>FISCAL IMPACT SUMMARY</b>	
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Ye <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Award of \$125,000 from the Judd S. Alexander Foundation</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

**RESOLUTION**

**WHEREAS**, the 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

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

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON )

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: \_\_\_\_\_

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: \_\_\_\_\_

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

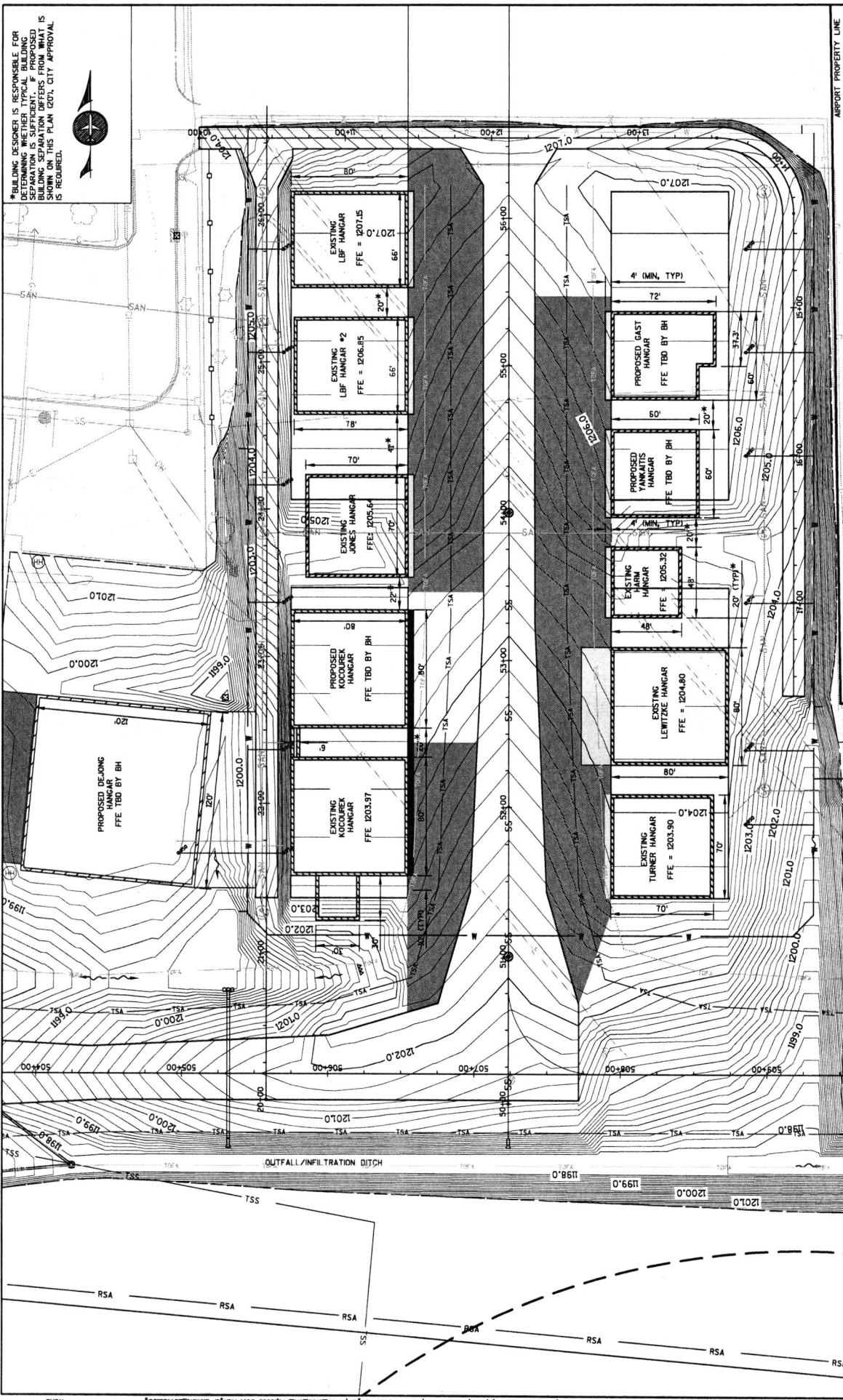
Part of the Northwest ¼ of the Northwest ¼, Section 12, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 12; thence S 89°36'55" E, along the North line of said Northwest ¼, 1154 feet; thence S 0°01'40" E, 313.01 feet to the point of beginning;

Thence continuing S 0°01'40" E, 142 feet; thence N 89°58'20" E, 110 feet; thence N 0°01'40" W, 142 feet; thence S 89°58'20" W, 110 feet to the point of beginning.

616 Woods Place

DRAFT



\*BUILDING DESIGNER IS RESPONSIBLE FOR DETERMINING WHETHER TYPICAL BUILDING FOOTPRINT SEPARATION DISTANCES SHOWN ON THIS PLAN (20', CITY APPROVAL IS REQUIRED).



BECHER HOPPE  
 330 North Fourth Street, PO Box 8000  
 Wausau, WI 54402-8000  
 715.845.8000 • Fax 715.845.8008  
 becherhoppe.com

DRAWN BY: KRK  
 CHECKED BY: KRK  
 DATE: 11/3/2025

PROJECT NO: 2014.117  
 REV. DATES:

SCALE  
 0 30' 60'

WAUSAU DOWNTOWN AIRPORT  
 HANGAR SITE PLAN WITH PROPOSED HANGARS

SHEET  
 A

LAYOUT: A  
 FILE NAME: P:\2014\2014.117\_5.00\_OR\_Proposed Cast Hangar Exhibit\_25\WBLWING - Hangar Area & Takeway\CAD\Contribution\2025 - Cast Hangar\1117\_5.00\_OR\_Proposed Cast Hangar Exhibit\_25\WBLWING.dwg  
 PLOT TIME: 11/3/2025 12:22 PM

**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:

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Doug Diny, Mayor



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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. 1<sup>st</sup> Ave.

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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, forgiveable 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.



Gary W. Freels  
President

cc: Matthew D. Rowe, Esq. (via email)

**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

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

Address:  
City Hall  
407 Grant Street  
Wausau, WI 54403-4783

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

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving Credit Agreement with Judd S. Alexander Foundation to borrow up to \$250,000 for the redevelopment of 201 N. 1 <sup>st</sup> Avenue (Former MBX Property).	
Committee Action: <i>Pending</i>	
Fiscal Impact:	
<b>File Number:</b> 25-0926	<b>Date Introduced:</b> December 9, 2025

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

**RESOLUTION**

**WHEREAS**, the Common Council authorized the purchase of the former MBX Property located at 201 N. 1<sup>st</sup> 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. 1<sup>st</sup> Avenue.

Approved:

---

Doug Diny, Mayor



**CITY OF WAUSAU**  
**SOLE SOURCE PURCHASE JUSTIFICATION**  
**REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000**

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City’s requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

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1. Provide a detailed explanation of the good or service to be purchased and vendor.

Contract with Clark Dietz, Inc. to complete engineering professional services for the Solar Array project.

2. Provide a brief description of the intended application for the service or goods to be purchased.

The work to be completed is outlined in the attached proposal. The work in general is to complete the planning, design, permitting, bid documents preparation, and construction oversight.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

Sole source is requested for this work due to very tight timelines to begin construction and meet timeline requirements for being eligible for the Tax Credits associated with this type of project. Clark Dietz has been working with the city throughout the planning process, including the development of solar concepts, presenting at public information meetings, presenting at the solar array task force and Water Works Commission. Clark Dietz has a significant historical knowledge of the concepts that were approved, other professional service firms do not have this background or knowledge to begin this work immediately. Preparing an RFP and soliciting proposals typically takes about 2-months to have a contract in place before any work may begin which will prevent the city from meeting the construction requirement start date.

4. Describe your efforts to identify other vendors to furnish the product or services.

Due to the work that Clark Dietz has conducted over the past several years on this project no other firms will have this level of knowledge and understanding of the project.

5. How did you determine that the sole source vendor's price was reasonable?  
 Pricing is outlined in the proposal and the professional services to be provided are similar prices for other engineering services used for our projects. The previous contract we had with Clark Dietz to develop the solar concepts and prepare costs and return on investment numbers was competitively procured through an RFP process. Professional services are not always approved based on pricing but several factors and most importantly a firms qualifications. Pricing on the attached proposal is competitive.
6. Which of the following best describes this sole source procurement? Select all that apply.
- Product or vendor is uniquely qualified with capability not found elsewhere.
  - Urgency due to public safety, serious financial injury or other. (explain) – **Meet construction timeline to qualify for tax credits.**
  - The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
  - Lack of acceptable quotes or bids.
  - Product compatibility or the standardization of a product.
  - Continuation of a phased project.
  - Proposal development is uneconomical.

**Department: DPWU**

**Preparer: Eric Lindman**

**Vendor Name: Clark Dietz, Inc.**

**Expected amount of purchase or contract: \$**

**Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Finance Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_**



## Proposal

Date: December 5, 2025

Attn: Mr. Eric Lindman  
**City of Wausau**  
**Director of Public Works & Utilities**  
407 Grant Street  
Wausau, WI 54403

**RE: Wausau DWTF Solar**

Dear Mr. Lindman,

On behalf of Clark Dietz, Inc., I am pleased to offer our engineering/design services proposal for the referenced project.

### BACKGROUND

Wausau Waterworks (Utility) recently constructed a new Drinking Water Treatment Facility (DWTF) at 1801 Burek Avenue. A subsequent project added a Granular Activate Carbon (GAC) Treatment System to the DWTF. The DWTF and GAC are now operational.

A solar energy generation system was introduced for consideration in 2020 to supplement power at the DWTF. The City intends to own and operate the solar array and intends to maximize the use of the solar power it generates to power the DWTF, limiting the sale of power back to Electric Utility.

Multiple areas of the site to the north and east of the DWTF were considered for the solar array location. The property to the north is owned by the City and is located in the Village of Maine. The property to the east is also City-owned, but is located in the City of Wausau.

Noted areas were evaluated for feasibility for siting of the solar array. Parameters such as subsurface suitability, electrical connection routes, permitting, topography, construction cost, and impacts to the current operations on the sites, among others were evaluated. Since the introduction of this project in 2020 several City Meetings, Public Information and Involvement Meetings, and other Stakeholders meetings were held to gather and incorporate feedback and explore additional design options. A Task Force was also created in the more recent past, providing further direction on the project expectations.

Based on these efforts the selected project is located on the property east of the DWTF. The following Scope of Services includes design, permitting, bidding, and construction engineering services for the DWTF Solar Array on the property east of the DWTF.

The project array is an 875 kW DC ground-mounted solar photovoltaic (PV) located at 700 Bugbee Ave, Wausau, WI 54401.



## SCOPE OF SERVICES

### Planning and Project Concept

- Complete – Carry relevant information forward and incorporate into the project.

### Topographic Survey and Soil Analysis

- Topographic Survey
  - Gather existing as-built data from the DWTF Project and available mapping for inclusion in the project base mapping.
  - Supplement the existing topographic survey information from the planning phase with additional topographic information. In particular, the connection route to the electric utility, the route to the DWTF stormwater management system and the access drive.

### Geotechnical Investigation & Report

- A thorough geotechnical investigation will be performed in parallel with portions of the Preliminary Design Phase. The following summarizes the geotechnical scope of services:
  - Field Investigation
  - Laboratory Testing
  - Report

### Zoning and Site Plan Approvals

- Prepare re-zoning & site plan applications
- Provide site plan drawing for City Staff use at Plan Commission
- Attend Plan Commission (potentially January 20)
- Meet with City Planning/Inspections for site plan review.
- Fees are paid and reimbursable by the City.

### Project Management, Meetings, and QA/QC

- Meetings
  - The Clark Dietz team will hold a kickoff meeting where we will discuss the project roles, responsibilities, and goals.
  - We anticipate two design meetings with City staff at the 50% and 90% design milestones.
  - Public meetings will be handled by City staff, with supporting documentation provided by Clark Dietz.
  - Staff will present the project to the Council just prior to project bidding. Following this meeting, we will hold a final meeting for issuance of the Bid Documents.
- Project Management, Coordination and Quality Assurance
  - Clark Dietz utilizes Quality Management on all projects. We have developed a method of tracking project activities and document checking to ensure that our project deliverables meet or exceed the client's needs. The effort takes little time and is implemented during the early stages of the project. This results in all design team members having the same understanding of the scope, needs and goals for the project.
- Quality Management
  - Reviews will be held by an independent Clark Dietz staff member with management responsibilities. The reviewer will consider the status of the project scope, schedule, budget and staffing to ensure that the client's needs are met.

### Stormwater Management

- NR151/NR 216 Compliance
  - WDNR (NOI & Post-Construction) & City of Wausau
- Conveyance
  - Stormwater management applies to the gravel access drives. Stormwater is assumed to be collected via a series of swales and piping and conveyed to the existing stormwater basin at the DWTF.



- Storage
  - Review stormwater basin design and incorporate into the SWMP.
  - Stormwater basin was designed by others and assumed to be adequate in size to handle the additional runoff from this site. Basin redesign/construction is not anticipated.
- Permitting
  - Complete the WDNR and City of Wausau Permit Applications.
  - Fees are paid and reimbursable by the City.
  - No Chapter 30 permitting is included.

### Design Services

- Civil
  - Site Layout Plans
  - Drives and Array Access
  - Site Grading, Stormwater Management, and Erosion Control
  - Site Landscaping & Restoration Coordination
    - Any tree disturbance and/or forest management will be provided by the City Forester.
    - Site will be restored with low-maintenance grasses or similar.
  - Fencing
    - Height, type, location, and gate location/number noted on the drawings.
    - Fence, footing and gate design by the Contractor.
  - Buffer/Landscaping
    - An area of approximately 40' wide east of the array, immediately west of the Tierney Road right-of-way will be included as a project buffer.
    - This area is intended to have a berm (height based on City feedback), decorative fence, and plantings. An allowance is provided for landscaping design services.
- Structural
  - Equipment Pad Design
  - Racking Coordination
- Electrical
  - Review PV system interface to DWTF existing electrical system
  - Coordinate with WPS on requirements for interconnect
  - Develop array layout and DC design
  - Design array communication system
  - Develop one-line diagram and grounding diagram
  - Perform applicable calculations for sizing conduit and conductors
  - Create cable management, tracking system, and PV system labeling details
- General
  - 50% Review Submittal
  - 50% Design Development Meeting
  - 90% Review Submittal
  - 90% Design Development Meeting
  - Incorporate Review Comments
- Opinion of Probable Construction Cost
- QA/QC
- Final Revisions, Drawings and Specifications

### Bidding Services

- Bidding
  - Front End Specifications (City of Wausau)
  - Bidding Documents
  - Pre-Bid Meeting
  - Clarifications, Interpretations, Addendums
  - Bid Evaluation and Recommendations

**Construction Project Management, Owner’s Representation, Onsite Representation, and Electrical**

- Attend Pre-Construction Meeting
- Project Management
- Coordination with Contractor
- Shop Drawing Review
- Short Circuit Analysis and Coordination Study
- RFIs/Change Orders
- 50% Onsite Representation
- Final Installation Review and Punchlist
- Record Drawings
- O&M Manuals
- Project Closeout
- Conduct final installation review and punchlist.
- Provide arc flash, short circuit, and coordination study
- Review of commissioning report and initial system performance (via inverter platform)
- Coordination with, and reporting to owner on periodic basis throughout project construction and commissioning

**COMPENSATION**

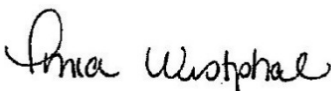
**For the above described work Clark Dietz proposes the following Engineering Services fee:**

Planning and Project Concept (Completed Previously)	\$	-	
Topographic Survey and Soil Analysis	\$	10,700.00	
Geotechnical Investigation	\$	19,200.00	
Zoning and Site Plan Approvals	\$	6,200.00	
Project Management, Meetings, and QA/QC	\$	43,280.00	
Stormwater Management	\$	8,800.00	
Design Services	\$	143,000.00	
<b>Subtotal</b>			<b>\$ 231,180.00</b>
Bidding Services	\$	10,500.00	
<b>Subtotal</b>			<b>\$ 10,500.00</b>
Construction Services	\$	162,115.00	
<b>Subtotal</b>			<b>\$ 162,115.00</b>
<b>Total</b>			<b>\$ 403,795.00</b>

Please let us know at your earliest convenience if this proposal is satisfactory and sets forth your understanding of the proposed work. If you have any questions, you can contact me at (715) 841-9251. We reserve the right to revise this proposal if not accepted within sixty (60) days.

We look forward to working with you on this project.

Sincerely,



Tonia Westphal, PE, LEED AP  
 Vice President