



**OFFICIAL NOTICE & AGENDA**  
REGULAR MEETING

**MEETING:** Economic Development Committee  
**DATE/TIME:** Tuesday, January 6, 2026 at 5:30 PM  
**LOCATION:** Wausau City Hall – Council Chambers  
407 Grant Street, Wausau WI, 54403

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

- 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).**

**December 2, 2025 Regular Economic Development Committee Minutes**

**3 Discussion and possible action.**

- a. North 2nd Street Request for Interest (RFI)
- b. Development agreement with 11 Scott St, LLC for the redevelopment of Waterside Place at 11 Scott Street
- c. Memorandum of understanding regarding City of Wausau's construction loan agreement with Sunbelt Refugees LLC and limited waiver of right of first refusal (130 N 1st Street, Wausau)

**4 Discussion.**

- a. 1300 Cleveland Ave public participation meeting update
- b. Thomas Street residential infill update

**5 Closed Session.**

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

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

**6 Adjournment.**

Carol Lukens, Chair

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

**DATE:** December 30, 2025  
**TIME:** 4:00pm  
**POSTED BY:** Michelle Van Krey



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

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



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





**OFFICIAL MINUTES**  
REGULAR MEETING

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

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

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

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

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

No public comment was given.

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

**November 4, 2025 Regular Economic Development Committee Minutes**

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

**3 Presentations.**

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

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

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

Projected demand includes:

636 additional owner-occupied homes by 2030

402 renter-occupied units by 2040 771 independent living units by 2040

545 long-term care beds by 2040

The group reviewed 2022 housing recommendations and presented new strategies focused on recruiting older-adult housing developers, partnering with healthcare and workforce organizations, improving transit and public facilities, supporting rehabilitation and aging-in-place, and re-

purposing vacant sites for future housing needs.

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

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

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

#### 4 Discussion and possible action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gatterman presented the opportunity to certify roughly 99.5 acres on Innovation Way through the WEDC Certified Sites Program, which identifies industrial-ready properties that meet specific standards for size, zoning, utilities, infrastructure, environmental readiness, and documentation.

The City will conduct required site preparation, including environmental assessments, archeological and historical reviews, geo-technical studies, and surveys, with total costs estimated at \$50,000. A new grant opportunity through WEDC provides funding to cover half of these expenses, with the City funding the remainder through TID 11. Additional mapping work will be completed internally, and WEDC will provide global promotion of the site. A Site Selector Company will visit Wausau on February 18, 2026, to evaluate the site and provide recommendations on marketing it to potential investors.

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

**5 Discussion.**

**a. Update on Commercial Rehabilitation Loan Program**

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

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

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

**6 Closed Session.**

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

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

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

Meeting adjourned in Closed Session.

**7 Adjournment.**

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



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







## MEMO

TO: Economic Development Committee

FROM: Randy Fifrick, Development Director

DATE: January 6, 2026

RE: N 2<sup>nd</sup> St Request For Interest (RFI) - Responses

At the July Economic Development Committee (EDC) meeting, a RFI document was approved for the redevelopment of City-owned land on North 2<sup>nd</sup> Street and then made public to solicit responses. The RFI was posted on the City website and information was sent to local, regional, and statewide developers, planners, and individuals in the construction industry.

In total, one response was received from local developer Gizo Ujarmeli. After discussing the response along with Mr. Ujarmeli at the September meeting, the EDC directed Staff to work with Mr. Ujarmeli to refine the proposal before bringing it back to the committee for consideration. On September 8<sup>th</sup>, Mr. Ujarmeli informed me after careful consideration they've decided not to move forward with the project at this time. That left the City with no potential development responses to consider.

At the October EDC meeting the Committee directed Staff to reissue the RFI with a definitive deadline. The RFI was reissued with a December 19, 2025 deadline. City Staff posted the RFI on the City website and sent it to our list of developers. We also have added a large advertising sign on the site as recommended by the Committee. We had a few conversations with interested developers; however, we received no response.

Staff is seeking direction on how the Committee would like Staff to move forward. Previously we presented two options. The first option, which we tried in October, is to reissue the RFI and try to find additional development partners with a defined deadline for interested developers to submit by. The second option would be to list the RFI on our website and leave the "deadline" as open ended to allow the Committee to consider proposals as they come in. Based on the lack of interest to the reissued RFI, Staff is recommending reissuing the RFI and leaving the deadline as "open" to take responses as they are submitted.

Also, please remember that since Community Development Block Grant (CDBG) funds were used to acquire the property and demolish the buildings, there is a requirement that the approved development must provide a benefit to income-qualified individuals. This benefit could take the form



of residential units that are sold or rented to income-qualified households, or potential new jobs are made available to income-qualified individuals.

Importantly, the entire project does not need to meet this requirement—only a portion. This is because CDBG funds were used for just one of the parcels within the larger development area. More importantly, CDBG funds do require the project to move forward in a timely manner. Land banking is not allowed and grantees must document how they are attempting to move a redevelopment forward.



# North 2ndSt Request For Interest October 2025



3. Eanleview



Office of the Mayor  
Doug Diny

TEL: (715) 261-6800  
FAX: (715) 261-6808

October 13, 2025

Dear Interested Parties,

The City of Wausau is excited to announce the release of a Request for Interest (RFI) for the development of the N 2nd Street area. We invite developers who are eager to contribute to the enhancement of our community to participate in this opportunity.

The N 2nd Street area represents a prime location for infill development. With currently vacant land awaiting its potential, the City seeks innovative proposals from developers interested in collaborating on this venture. While detailed site plans are not required at this stage, we encourage participants to share their vision for the property and their proposed development concepts.

The City's vision for the area emphasizes the historic residential development and welcomes proposals that incorporate commercial components. We seek proposals that align with our community's growth objectives while enhancing the overall quality of life for our residents.

Successful proposals should:

- Be creative in its use and add value to the neighborhood and surrounding businesses.
- Propose a use that complements the existing uses and maximizes property tax value of the land to City.

Event	Date
1. Request for Interest Released	October 13, 2025
2. Proposals Due	December 19, 2025
3. Initial Review of Proposals (Economic Development Committee)	January 6, 2026

Questions and/or additional information on this RFI and tours of the property are available upon request Please contact:

Patrick Gatterman  
Economic Development Manager  
715-261-6686  
Patrick.Gatterman@wausauwi.gov

Sincerely,

  
Doug Diny, Mayor



# City of Wausau

## North 2<sup>nd</sup> St

### Request for Interest

The City of Wausau is seeking parties interested in redeveloping the North 2<sup>nd</sup> St area. This project is the next step in the transition of an area with easy access to the downtown, riverfront, and a bridge across the Wisconsin River.

## Introduction & Background

The City of Wausau, Wisconsin seeks development partners for eight currently separate parcels of City-owned land within walking distance of the Wisconsin River, Riverlife area, and the historic and award-winning downtown. For over a decade, the City has assembled these properties within this key area north of the downtown for redevelopment.

Previous City investment in the area includes redevelopment of former industrial properties into the apartment buildings Trolley Quarter Flats, and Atrium Lofts. Reconstruction of 3<sup>rd</sup> Street and construction of the modern townhouses has further bolstered the area. This location provides easy access to Highway 51 and the west side of the Wisconsin River via Bridge Street. Bridge Street is a state connecting highway and one of three bridges across the river. The nearby Riverlife area continues to build on a successful reclamation and redevelopment of Wausau's urban waterfront, with the City investing millions of dollars in new infrastructure and extensive public amenities including the River's Edge Trail system, nearly 200 parking spaces, new landscaping, a concession stand and the signature Riverlife Park playground along the riverfront.

The city welcomes collaborative dialogue with developers and builders to answer questions and provide guidance for successful redevelopment. Desirable proposals should:

- Be creative in land use and add value to the neighborhood and surrounding businesses.
- Propose a use that complements the existing area uses and maximizes property tax value of the land to City.
- Meets the Design Guidelines in the zoning ordinance, highlights the natural amenities and historic neighborhood, and fulfills the unique nature of the site.

## Market Demand

A [Wausau Metropolitan Area Housing Study](#) completed by North Central Wisconsin Regional Planning Commission (NCWRPC) in 2022 shows a significant demand for more housing units in Wausau. The study projects the need for 525 additional units by 2025 and an additional 1,191 units needed by 2040.

Census data indicates that there is a shortage of housing for low and high-income earners in the region, straining the supply of middle-income housing. These price ranges would be under \$500 to rent or under \$125,000 to purchase, and over \$1,250 per month and over \$400,000 to purchase. This includes both owner and renter occupied housing units.

## City Participation

The property is located in [Tax Increment District #3](#) which has an expenditure deadline of 2027. As part of the proposal the Developer must identify if they are requesting City participation in the project. If city participation or funding is requested, the proposer will need to complete an Application for City Assistance once a project plan has been developed.

The City's development and incentive strategy particularly encourages the diversification of housing typology and rents, deployment of alternative energy technology, achievement of high energy efficiency standards, and/or the use of Property Assessed Clean Energy (PACE) tools; the priority hiring of local contractors and subcontractors; and workforce agreements with the local Building Trades Council.

## Zoning

The properties are currently zoned residential. The city is willing to work with the Developer to find the most appropriate zoning type. Previous City plans for the site envisioned a medium-density residential or mixed-use development with the commercial portion at the ground-level. The Wausau East Riverfront Brownfield Master plan has a vision for the area; however, this plan was completed in 2015. Given market shifts in housing need and type, more options should be considered. For example, stand-alone commercial on Bridge Street with residential on the south side would also be considered. Public input has indicated support for commercial or mixed-use options. The City wants to see this new development complement and enhance the neighborhood.

## Site Design

The eight parcels in this proposal are the extent of the project area. The City is interested in vacating the one block stretch of 2<sup>nd</sup> St. or reducing the street width. An approximately 30-foot wide utility easement would need to be maintained as well as bicycle and pedestrian access to Bridge Street.

Parcel addresses:

(1501, 1502, 1505, 1508, 1509, 1510, 1514 **N 2<sup>nd</sup> St** and 201 **E Bridge St**)

Parcels total approximately 1.13 acres.

## Environmental

There are no known environmental concerns. The parcels were residential in use until purchased by the City.

## Design Standards

The City zoning ordinance provides design guidance through the [Exterior Building Design Standards](#) chapter and the [Performance Standards](#) chapter. Although the project area is not in a designated historic district, it was a desire of the public input to have a development reflect the historic nature of the neighborhood.

Design standards must consider emergency services access and provide adequate room to safely maneuver vehicles such as fire trucks.

Please review the attached site map for existing utility and easement locations. All parking for the new development needs to be contained on-site.

Additional parking for use by neighborhood businesses may need to be included in the development.

## Public Input

Two public input opportunities were held seeking response to the draft of this document. An in-person public input session was held on June 16, 2025 and an input opportunity was made available via the City website. Feedback has been integrated into this document and listed below.

- Inclusion of a commercial space, not strictly residential.
- Housing priced at market rate or a mix of incomes.
- Maintain some level of access on 2<sup>nd</sup> Street.
- Include parking for 3<sup>rd</sup> St businesses.
- Appearance that complements the historic neighborhood
- Development may be multiple separate buildings or one building.

For a complete listing of the responses, inquire with the Economic Development Manager.

## Proposal Preparation

Any costs incurred in the development of the Response to this Request for Interest are borne by the Developer. The City of Wausau is not responsible for any costs incurred by the Developer in formulating a response, or any other costs incurred such as mailing expenses. Information and attachments provided as part of the RFI are provided to help the developer in understanding the site. All information should be verified by the developer.

## Evaluation Criteria

The Economic Development Committee and internal staff evaluation shall consider proposals based on the quality of response, proposed use, appropriateness for the neighborhood, and projected investment. To be selected, a proposer must be able to comply with general city land purchase requirements and any other applicable laws and requirements.

Weighting of criteria is used by the City as a tool in selecting the best proposal. The City may change criteria and criteria weights at any time. Evaluation scores or ranks do not create any right in or expectation of a contract award. Proposals will be evaluated on the responsiveness of the Developer. Background checks and references will also be considered.

The following elements will be the primary considerations in evaluating all submitted responses and in the selection of a Developer (out of a total of 100):

<b><i>Proposal is creative in its use and adds value to the neighborhood and surrounding businesses.</i></b>	25 Points
<b><i>Proposal maximizes the use of the site and provides significant taxable value to the City.</i></b>	25 Points
<b><i>Developer possesses diverse resources, a successful track record, and strong financial backing for the project.</i></b>	20 Points
<b><i>Proposal complements established neighborhood, the overall vision for the area, and reflects public input.</i></b>	20 Points
<b><i>Proposal offers a reasonable purchase price to the City and limits the public assistance request.</i></b>	10 Points

**The response that is deemed to be the most advantageous for the City and region will be given the highest consideration.**

**The City reserves the right to:**

- Reject any or all offers and discontinue this RFI process without obligation or liability.
- Accept or sell land based on initial offers received, without discussions or requests for best and final offers.
- Negotiate the nature and scope of the project before final Committee and Council approval.
- Select a single development.
- Work with developers to cooperatively develop the area.
- Accept no proposal or bid properties again in the future.

## Supporting Documents

The city has undertaken various plans that may help inform future planning efforts of this area.

[Comprehensive Plan](#)

[Strategic Plan](#)

[Wausau Metropolitan Area Regional Housing Assessment](#)

[East Riverfront Brownfield Plan](#)

## Deliverables

### Format and Required Information

**The submitted proposals should include each of the following sections:**

1. Interested developer name, address, telephone, and email.
2. Summary of your interest in the property.
3. A concept plan for the property. The plan does not need to be engineered but should provide a potential layout and uses.

4. Proposed use of the area with photos or illustration of examples.
5. Proposed purchase price offered.
6. Estimated construction value and approximate construction timeline.
7. Other successful urban redevelopment project examples with location information, timelines, and construction costs for projects completed by the developer.
8. Any request for city participation. (If city participation or funding is requested, the proposer will need to complete an Application for City Assistance, which can be found online at: <https://cloud.bmisw.com/cityofwausau/Tif> after a site development plan has been agreed to.)
9. Maximum of 15 pages.
10. **Proposals are due to the Economic Development Manager by December 19, 2025 at 11:59pm.**

**City of Wausau  
407 Grant St  
Wausau, WI 54403**

**Patrick Gatterman, Economic Development Manager  
[Patrick.Gatterman@wausauwi.gov](mailto:Patrick.Gatterman@wausauwi.gov)  
715-261-6686**



## MEMO

TO: Economic Development Committee  
FROM: Randy Fifrick, Development Director  
DATE: January 6, 2026  
RE: 11 Scott Street Development Agreement

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The City received a proposal for the redevelopment of 11 Scott Street, which includes the construction of 52 residential housing units and the buildout of 47,100 square feet of commercial space. The total development cost is estimated at \$10.59 million. Of that amount, approximately \$8.34 million is allocated to the residential renovation, with the remaining balance covering commercial buildout.

At the October 28, 2025 Wausau Common Council meeting, the Council approved a term sheet for the redevelopment of Riverside Place (aka Waterside Place) with 11 Scott Street, LLC. Staff has worked the Attorney's Office and outside counsel at Quarles and Brady to create a development agreement from the term sheet.

The proposal also amends a longstanding parking agreement tied to the property. That portion of the development agreement includes an Amended and Restated Parking Agreement which will go to the Infrastructure Committee on Thursday, January 8<sup>th</sup> and then be included with the development agreement when reviewed by Council. Currently, the City is obligated to have 480 parking stalls available in the Jefferson Street Parking Ramp for the property owner through 2063. The amendment would reduce the reserved stalls to 150 and initiate lease payments at a discounted rate of \$30.40 per stall per month, generating approximately \$54,720 annually. These payments would be phased in over two years beginning at occupancy and are consistent with the City's arrangement for the Foundry on 3rd project.





## **11 SCOTT STREET**

### **General**

- Renovations to include 52 residential housing units and buildout of 47,100 sq.ft. of commercial space
- Total Development Cost is \$10,590,206 which includes a \$1,800,000 commercial build-out and \$450,000.00 contingency and \$550,000 roof replacement.
- The project assistance requirements will only be tied to the residential buildout.

### **Minimum Improvements:**

- \$8,340,206 (residential building renovation)

### **Public Assistance:**

- \$750,000 provided upon completion of the residential building renovation;
- Structured as a no-interest forgivable loan;
- Loan to be forgiven after 7 years as long as residential rental rates remain at or below 70% for 7 years. The maximum gross rent amount shall be based on the metropolitan area that includes Wausau adjusted for bedroom size and calculated annually by the Department of Housing and Urban Development and posted by the Wisconsin Housing and Economic Development Authority for establishing rent limits for the Housing Tax Credit Program.
- Developer will agree to waive right to petition the estimated value of the property during the term of the agreement up to \$12 Million.

### **Total Development Cost Lookback:**

- Upon completion of the renovation, if the actual total development costs are less than the estimated development costs, the public assistance amount will be reduced on a percentage basis. For example, if actual development costs are \$8,000,000,  $\$8,000,000 / \$8,340,206 = 95.9\%$ ;  $\$750,000 * 95.9\% = \$719,250$ .
- We would also cap the developer fee at 5.0% of total development costs.

### **Parking Arrangement:**

- City is currently obligated to maintain 480 parking stalls within Jefferson Street Parking Ramp for the owner of 11 Scott until 2063 per existing agreement. The parking agreement will be amended to reduce the parking stalls reserved for development to 150.
- In addition, the City will start collecting parking lease payments for reserved stalls. The agreement will be at current parking rate with a 20% discount. Currently at \$38.00 with a 20% discount would be \$30.40 per stall, per month ( $30.40 * 150 * 12 = \$54,720$ ). This is consistent with the Foundry on 3<sup>rd</sup> parking agreement.
- Parking lease payment will be staggered over two years as development occurs starting with the timing of occupancy.



**DEVELOPMENT AGREEMENT**  
**(Scott Street)**

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”) is made as of January [\_\_\_], 2026 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”); and 11 SCOTT STREET, LLC, a Wisconsin limited liability company (“Developer”).

**RECITALS**

WHEREAS, Developer is the fee simple owner of certain real property located at 11 Scott Street in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly described on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Developer has proposed to develop the Property as set forth herein; and

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

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

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

WHEREAS, the Property is located within one-half mile of the boundaries of the TID; and

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

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

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

- a. “Agreement” means this Development Agreement.
- b. “AMI” is defined in Section 3.a.(iii) below.
- c. “City” is defined in the introductory paragraph of this Agreement.

- d. “Developer” is defined in the introductory paragraph of this Agreement.
- e. “Effective Date” is defined in the introductory paragraph of this Agreement.
- f. “Forfeit Date” is defined in Section 3.a.(iv) below.
- g. “Forfeit Event” is defined in Section 3.a.(iv) below.
- h. “Forgiveness Period” is defined in Section 3.a.(iii) below.
- i. “Guarantor” means Roland Lokre.
- j. “Guaranty” means a repayment guaranty of the Loan from Guarantor in the form attached hereto as **Exhibit D**.
- k. “Loan” means the interest-free loan in an amount up to \$750,000.00, and as determined as provided herein, from the City to Developer for reimbursement of Project costs, including demolition, remediation and construction costs. The maturity date of the Loan shall be the seventh anniversary of the Loan Disbursement Date, unless accelerated. As set forth below, the Loan is subject to forgiveness by the City upon Developer's satisfaction of certain performance benchmarks.
- l. “Loan Disbursement Date” means the date the Loan is disbursed to Developer pursuant to Section 3.a.(i) of this Agreement.
- m. “Memorandum” means a short form memorandum of this Agreement recorded in the real estate records with respect to the Property. The parties agree that the form of memorandum attached hereto as **Exhibit E** is acceptable to both parties
- n. “Minimum Assessed Value” means \$16,000,000.00.
- o. “Minimum Construction Cost” means at least Eight Million, Three Hundred Forty Thousand, Two Hundred Six Thousand Dollars (\$8,340,206).
- p. “Mortgage” means a real estate mortgage from Developer for the benefit of the City on Developer's interest in the Property (including all of the improvements located or to be located thereon) to secure repayment of the Loan. The Mortgage shall be in the form attached hereto as **Exhibit C** and shall be subordinate only to third-party financing for the Project in the amount set forth in the Project Cost Breakdown approved by the City.
- q. “Note” means the instrument signed by Developer evidencing Developer's obligation to repay the Loan in the form attached hereto as **Exhibit B**.
- r. “Parking Agreement” means that certain Master Parking Lot Lease Agreement, dated July 15, 2002, between the City as landlord, and Developer, as the successor-in-interest to the tenant thereunder

- s. “Parking Agreement Amendment” means that certain Amended and Restated Parking Stall Lease Agreement in the form attached hereto as **Exhibit F**, attached hereto, to be entered into pursuant to this Agreement.
- t. “PILOT Requirement” is defined in Section 2 below.
- u. “PILOT Requirement Expiration” means the later of January 31, 2033, and the date Developer pays in full all payments due under the PILOT Requirement.
- v. “Plans” means final detailed plans and specifications of the Project in form and substance acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems, and a landscaping plan and landscape maintenance plan.
- w. “Project” means the redevelopment of the Property as a mixed-use development including 52 residential housing units, as described with more particularity in the Proposal, including, but not limited to the construction of all improvements as may be required in order to comply with applicable laws, rules, regulations, codes and ordinances in the use of the Property for the residential housing units.
- x. “Project Commencement” means the date of actual Project construction commencement, as determined by the City in its reasonable discretion.
- y. “Project Commencement Deadline” means June 1, 2026.
- z. “Project Completion” means the substantial completion of the Project, as determined by the City in its reasonable discretion, including the occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable; and (ii) the Project architect has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.
- aa. “Project Completion Deadline” means July 1, 2027.
- bb. “Project Cost Breakdown” means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans. The Project Cost Breakdown shall also include Developer's proposed source(s) of funds.

cc. “Property” is defined in the Recitals above. As used herein, the term “Property” shall also include all improvements and fixtures located on the real estate.

dd. “Proposal” means that certain TIF Application, dated March 12, 2025, which was presented by Developer to the City, as may have been amended and supplemented from time to time with the express approval of the City.

ee. “TID” is defined in the Recitals above.

ff. “TID Plan” is defined in the Recitals above

gg. “Total Development Costs” means the aggregate cost to construct the Project, including, but not limited to, construction and non-construction cost items, including without limitation engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development (including developer fee, deferred or not, of not more that 5% in the aggregate), construction and installation of the Project in accordance with the Plans for the Project.

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

a. *Construction and Operation of the Project.*

i. Subject to the terms and conditions of this Agreement, Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans.

ii. Construction of the Project shall commence no later than the Project Commencement Deadline, and, upon commencement of the Project, Developer will continue construction of the Project diligently and shall achieve Project Completion substantially in accordance with the construction schedule approved by the City, and in no event later than the Project Completion Deadline.

iii. Developer will conform and comply with, and will cause the Project to be in material conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances. Developer covenants that it will perform and observe the covenants contained in, and the Project will materially conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

iv. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

v. Developer will not, without the City's prior written consent, materially change the scope of the Project, the Plans, or the uses of the Project. The development and operation of the Project shall be in substantial conformity with the Proposal.

vi. Developer shall spend at least the Minimum Construction Cost in construction costs at the Property in connection with the Project. Developer's soft construction costs shall not be included in such amounts.

b. *PILOT Requirement*

i. In the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes for any tax year during the term of this Agreement, Developer agrees to make to the City a payment-in-lieu-of taxes equal to the difference between (A) the amount of taxes which would have been levied on the Property for such tax year by the City and other taxing jurisdictions if the Property had an assessed value for real estate tax purposes of the Minimum Assessed Value and the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said tax year by the City and all other taxing jurisdictions. Said payment-in-lieu-of taxes shall be due and payable in full to the City on January 31 immediately following such tax year. The payment-in-lieu-of taxes set forth above shall be a lien on the Property. The obligations of Developer in this subsection are referred to herein as the "PILOT Requirement".

ii. Developer understands and agrees that the PILOT Requirement shall not in any way bind the City assessor in his/her assessment and appraisal of the Property and that the City assessor will arrive at an assessed value of the Property based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer hereby agrees that, beginning in the 2028 tax year and for the term of this Agreement, Developer shall not in any way challenge any assessment of the Property that is less than or equal to \$12,000,000, and hereby waives any rights it may have to petition or challenge such assessment.

c. *Parking Agreement Amendment.* Developer hereby agrees to the Parking Agreement Amendment and shall execute and deliver the Parking Agreement Amendment to the City on the Effective Date.

3. Commitments of the City.

a. *Forgivable Loan.*

i. Subject to the terms and conditions herein, to induce Developer to construct the Project, the City hereby agrees to provide Developer with the Loan in a lump sum payment on or prior to the 30<sup>th</sup> day following the date of Project Completion

and upon a written request by Developer. The actual date when the City disburses the Loan to Developer shall be the “Loan Disbursement Date”. Except as otherwise provided in this Agreement, the Loan shall not accrue interest and Developer shall have no obligation to repay the Loan until the maturity date set forth herein.

ii. The amount of the Loan shall be \$750,000 provided that on or prior to the date of Project Completion Developer provides evidence reasonably satisfactory to the City that shows the Total Development Costs were equal to or greater than the Minimum Construction Costs. If the City reasonably determines that the Total Development Costs were lower than the Minimum Construction Costs, the amount of the Loan shall be equal to \$750,000 multiplied by a fraction, the numerator of which is the actual Total Development Costs as reasonably determined by the City, and the denominator of which is the Minimum Construction Costs. In no event shall the amount of the Loan be greater than \$750,000.

iii. Subject to the terms and conditions herein, the City agrees to forgive the entire amount of the Loan within ninety (90) days following the seventh anniversary of the date of Project Completion provided that Developer has provided to the City, within such ninety (90) day period, evidence, reasonably satisfactory to the City, that shows the gross rental amount for every residential unit included in the Project was maintained at or below 70% of the area median income (“AMI”) throughout the entire seven year period immediately following the date of Project Completion (the “Forgiveness Period”). The AMI shall be calculated based on the metropolitan area that includes the City of Wausau as adjusted for bedroom size and calculated annually by the Department of Housing and Urban Development and posted by the Wisconsin Housing and Economic Development Authority for establishing rent limits for such authority’s Housing Tax Credit Program. Beginning within ninety (90) days following the first anniversary of the Loan Disbursement Date, and within ninety (90) days after each anniversary thereafter throughout the Forgiveness Period, Developer shall provide to the City evidence, reasonably satisfactory to the City, that shows all of the residential units included in the Project maintained a gross rental amount at or below 70% of the AMI throughout the immediately prior twelve month period ending on the anniversary of the date of Project Completion.

iv. If at the end of the Forgiveness Period or at any time during the Forgiveness Period, Developer fails to (each, a “Forfeit Event”): (A) maintain a gross rental amount at or below 70% of the AMI for all residential units included in the Project; (B) provide the evidence reasonably satisfactory to the City that shows all of the residential units included in the Project maintained a gross rental amount at or below 70% of the AMI when such evidence is due to be provided to the City; or (C) fails to satisfy all conditions precedent for the Loan forgiveness, then the City shall provide written notice to Developer specifying the Forfeit Event. Developer shall have thirty (30) days from receipt of such notice to cure the Forfeit Event to the City’s reasonable satisfaction. If Developer fails to cure within such thirty (30) day period, the Loan forgiveness shall be forfeited and the Loan shall become immediately due and payable to the City. If Developer has not repaid the full

amount of the Loan to the City within ninety (90) days following the expiration of the thirty (30) day cure period after notice of a Forfeit Event (such expiration date, the "Forfeit Date"), the then outstanding principal balance of the Loan shall accrue interest beginning on the Forfeit Date at an annual interest rate of 6.00%, compounded monthly, until the date Developer repays the full amount of the outstanding principal balance of the Loan as of the Forfeit Date and all accrued and unpaid interest. Notwithstanding anything to the contrary herein, Developer shall pay all of the outstanding principal balance of the Loan and all accrued and unpaid interest on or before the date that is one year following the Forfeit Date.

b. *Parking Agreement Amendment.* The City hereby agrees to the Parking Agreement Amendment and shall execute and deliver the Parking Agreement Amendment to Developer on the Effective Date.

4. Conditions Precedent to the City's Obligations.

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

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

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

iii. The City, through its City Council, shall have approved or authorized this Agreement and the transactions contemplated herein, and all other agreements and/or transactions which require approval.

iv. The Memorandum shall have been recorded prior to any mortgage of Developer's interest in the Property.

v. Developer shall provide the City with written evidence of Developer's expenditures to date with respect to the Project and such other documentary evidence as required herein.

vi. Developer, at its cost, shall promptly provide the Project Cost Breakdown to the City. The Project Cost Breakdown shall be certified by Developer, its Project architect and general contractor as accurate and complete and shall be acceptable to the City in its reasonable discretion. The Project Cost Breakdown must show a state of facts acceptable to the City. Any material revisions to the Project Cost Breakdown shall be subject to the City's review and approval.

vii. Developer shall have promptly completed the Plans which must be acceptable in all respects to the City in its reasonable discretion. Any material revisions to the Plans shall be subject to the City's review and approval.

viii. Developer shall promptly provide the City with a detailed completion schedule for the Project which must be acceptable to the City in its reasonable discretion. Such schedule shall specify the timing of all material aspects of the Project. Any material revisions to such completion schedule shall be subject to the City's review and approval.

ix. Developer shall provide financial information of Developer to the City, which information shall be in form and content acceptable to the City, including evidence that Developer has available funds sufficient to complete the Project.

x. Developer shall have obtained all necessary consents, permits, and approvals, including, but not limited to, zoning and plan approval and building permits, required by the City or any other governmental entity having jurisdiction over the Project

xi. Developer shall have commenced construction of the Project on or prior to the Project Commencement Deadline.

xii. Developer and the City shall have entered into the Parking Agreement Amendment.

b. *Conditions to Loan.* In addition to the foregoing and all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to make the Loan is conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall have executed, delivered, or caused to be executed and delivered, and, as applicable, recorded, the Note, Mortgage, Guaranty, and any other document reasonably requested by the City to evidence the Loan.

ii. Developer shall have achieved Project Completion on or prior to the Project Completion Deadline and provided written notice to the City of such Project Completion and a request for the Loan.

iii. Developer shall have provided to City, evidence reasonably satisfactory to the City showing the actual Total Development Costs for the Project.

c. In addition to the foregoing and all other conditions and requirements set forth in this Agreement, and subject to any applicable notice and right to cure period provided herein, the obligation of the City under this Agreement to forgive the Loan as set forth above is conditioned upon the satisfaction of each and every one of the following conditions:

i. Within ninety (90) days following each anniversary of the date of Project Completion throughout the Forgiveness Period, Developer shall provide the City with written certification acceptable to the City along with evidence, reasonably satisfactory to the City, that shows all of the residential units in the Project maintained a gross rental amount at or below 70% of the AMI throughout the immediately prior twelve month period ending on the anniversary of the date of Project Completion.

ii. Developer shall be in compliance with the PILOT Requirement and shall have paid any applicable payment-in-lieu-of-taxes for each calendar year of the Forgiveness Period.

iii. Within ninety (90) days following the seventh anniversary of the date of Project Completion Developer shall provide the City with written certification acceptable to the City along with evidence, reasonably satisfactory to the City, that shows the gross rental amount for every residential unit in the Project was maintained at or below 70% of the area AMI throughout the entire Forgiveness Period.

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

**5. Additional Representations, Warranties and Covenants of Developer.** Developer represents and warrants to the City and agrees and covenants with the City as of the Effective Date, and again at the time of the Loan disbursement and again on the date of the Loan forgiveness, as follows:

a. All copies of documents, contracts and agreements which Developer has furnished to the City are true and correct in all material respects.

b. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

c. Developer will pay for all work performed and materials furnished for the Project.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

- e. Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
- f. The execution, delivery and performance of this Agreement, the Note, the Mortgage, and the Parking Agreement Amendment have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement, the Note, the Mortgage, or the Parking Agreement Amendment will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.
- h. There is no litigation or proceeding pending or, to Developer's knowledge, threatened against or affecting Developer, the Property, or the Project that would adversely affect the Property, Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- i. The Project Cost Breakdown approved by the City accurately and materially reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no circumstances presently existing or likely to occur which would or could be expected to result in a variation or deviation from the Project Cost Breakdown.
- j. All construction of the Project to date has been made substantially in conformity with the Plans and in compliance with the terms and conditions of this Agreement.
- k. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.
- l. Developer shall commence construction of the Project on or prior to the Project Commencement Deadline and achieve Project Completion on or prior to the Project Completion Deadline.
- m. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time and, as applicable, all payments due

under the PILOT Requirement. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

n. Developer shall use commercially reasonable efforts to have the commercial space at the Property fully leased.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

a. Developer shall fail to pay any amounts due from it under this Agreement or the Note or the Mortgage on or before the date when due; or

b. Any representation or warranty made by Developer in this Agreement or the Note or the Mortgage, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

c. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph (a) above) under this Agreement or the Note or the Mortgage, and such failure shall continue for thirty (30) days following notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 60 days following the notice thereof from the City); or

d. Construction of the Project shall be abandoned for more than sixty (60) consecutive days or if any portion of the Project shall be damaged by fire or other casualty and not repaired, rebuilt or replaced within a reasonable time thereafter; or

e. Developer or Guarantor shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer or Guarantor shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not

be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

f. If Developer shall dissolve or shall cease to exist; or

g. A default shall occur and continue beyond any applicable notice and cure period on any other indebtedness of or loan to Developer, or a default shall occur and continue beyond any applicable notice and cure period under any mortgage or other lien or encumbrance affecting the Property; or

h. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (including any payment obligations) under any other contracts or agreements with respect to the Project.

Upon the occurrence of any Default, the City at its option, may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement and/or under any of the other agreements contemplated herein, including, without limitation, foreclosure of the Mortgage if applicable. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

7. Transfers; Assignment.

a. Transfer of the Property. Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber its interest in the Property during the term of this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, Developer may transfer the Property to an entity controlled by or under common control with Developer without such consent upon reasonable prior written notice to the City. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and shall run with the land. The City acknowledges that Developer is likely to obtain conventional lending with respect to the Project. Developer shall have the right to collaterally assign this Agreement to such third-party conventional lender.

b. Assignment of Development Agreement. Developer shall not have the right to assign this Agreement to any other party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, Developer may assign this Agreement to an entity controlled by or under common control with Developer without such consent simultaneously with the transfer of the Property to such entity. No assignment of this Agreement shall serve to release Developer from any liability or obligations under this Agreement. The provisions of this Agreement shall run with the land.

8. Term. The term of this Agreement shall commence on the Effective Date shall continue, unless terminated earlier as provided herein, until the latest to occur of (i) the City forgives the Loan in full, (ii) the repayment in full of the Loan; and (iii) the PILOT Requirement Expiration.

9. Notices. All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

c/o Rolly Lokre  
P.O. Box 215  
Plover, WI 54467

*with a copy to:*

Eric R. Johnson, Esq.  
Ruder Ware, L.L.S.C.  
PO Box 8050  
Wausau, WI 54402-8050

Notices to the City:

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

*with a copy to:*

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

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

10. Recording. Recording of this Agreement is prohibited except for the recording of the Memorandum.

11. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including but not restricted to acts of God, acts of public enemy, acts of adjoining property owners, governmental authority, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, and unusually severe weather; it being the parties' purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of such party shall be equitably extended for the period of the delay.

12. Miscellaneous.

a. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or the Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

b. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable

laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

c. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

d. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.

e. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

f. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

g. Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

h. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

i. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

j. Counterparts/Electronic Signature and Records. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means)

shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties are signing this Agreement as of the Effective Date.

**DEVELOPER:**

11 SCOTT STREET, LLC

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

Name: Roland Lokre

Title: Member

**CITY:**

CITY OF WAUSAU

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

Doug Diny, Mayor

Attest: \_\_\_\_\_

Kaitlyn Bernarde, Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

[TO BE ADDED]

Tax Parcel ID Number: 291-2907-264-0223

**EXHIBIT B**

**FORM OF NOTE**

[ATTACH TO THIS COVER PAGE]

**EXHIBIT C**

**FORM OF MORTGAGE**

[ATTACH TO THIS COVER PAGE]

**EXHIBIT D**

**FORM OF GUARANTY**

[ATTACH TO THIS COVER PAGE]

**EXHIBIT E**

**FORM OF MEMORANDUM**

[ATTACH TO THIS COVER PAGE]

**EXHIBIT F**

**FORM OF PARKING AGREEMENT AMENDMENT**

[ATTACH TO THIS COVER PAGE]



Planning, Community and Economic Development

## MEMO

TO: Economic Development Committee Members

FROM: Tammy Stratz, Community Development Manager

DATE: December 29, 2025

RE: Consider Waiver of City's Right of First Refusal on Sunbelt Refugees LLC

On January 21, 2019, Sunbelt Refugees, LLC (d/b/a Whitewater Music Hall) entered into a Memorandum of Right of First Refusal in connection with a Commercial Rehabilitation Loan with the City of Wausau for renovations to their property located at 130 N. 1<sup>st</sup> Street, Wausau. Article 3 of the Memorandum outlines the City's Right of First Refusal and the restrictions related to the property's tax-exempt status in the event of a sale.

On December 9, 2025, both the Finance Committee and City Council approved a waiver of the City's Right of First Refusal in connection with an accepted purchase agreement between Sunbelt Refugees, LLC and Vitality Bar Properties, LLC, thereby allowing the sale of the property to proceed (see attached Resolution).

The purchaser's lender has now advised that, in order for the transaction to close, Peoples State Bank and the Small Business Administration require the City to execute the attached Limited Waiver of Right of First Refusal. This Limited Waiver provides that, in the event the lender must enforce remedies under the lender security instruments, the City will not exercise its Right of First Refusal. This waiver applies solely to the current purchaser and lender and does not extend to or affect any future sale of the property.

If you have any questions, please feel free to call me directly at 715-261-6682 or e-mail me at [tammy.stratz@wausauwi.gov](mailto:tammy.stratz@wausauwi.gov). Thank you.

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving City’s Waiver of Right to Repurchase 130 N. 1<sup>st</sup> Street – Sunbelt Refugees LLC (Whitewater Music Hall).

Committee Action: Approved 4-0

Fiscal Impact: None

**File Number:** 25-1206

**Date Introduced:** December 9, 2025

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <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

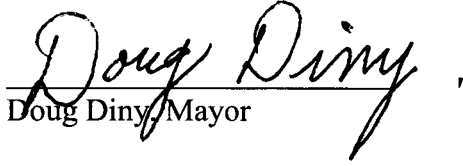
**WHEREAS**, the City has no said interest in repurchasing the named property, but the real estate tax restrictions shall remain; and

**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

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING CITY OF WAUSAU'S CONSTRUCTION LOAN AGREEMENT AND**  
**LIMITED WAIVER OF RIGHT OF FIRST REFUSAL**

This Memorandum of Understanding ("MOU") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the City of Wausau, Wisconsin, a municipal corporation ("City") for the benefit of VITALITY BAR PROPERTIES LLC, a Wisconsin limited liability company ("Current Owner"), and for the benefit of WBD, Inc., a Wisconsin corporation and U.S. Small Business Administration (collectively, "Lender").

RECITALS

- A. The City and Sunbelt Refugees LLC ("Sunbelt") previously entered into that certain Construction Loan Agreement, dated January 21, 2019, as evidenced in the Memorandum of Right of First Refusal dated January 21, 2019, and recorded in the Marathon County Register of Deeds office on January 23, 2019, as Document No. 1773674 (the "Agreement"), relating to the real property located the City of Wausau, Marathon County, Wisconsin, more particularly described on Exhibit A attached hereto (the "Property").
- B. Under the Agreement, the City holds a Right of First Refusal ("ROFR") applicable to certain transfers of the Property.
- C. Sunbelt subsequently conveyed the Property to VITALITY BAR PROPERTIES LLC, who is now the fee owner of the Property.
- D. Current Owner has obtained or intends to obtain financing from Lender, which will be secured by a mortgage, deed of trust, or similar instrument encumbering the Property (the "Lender Security Instrument").
- E. As a condition of providing such financing, Lender has requested assurance that the enforcement of remedies under the Lender Security Instrument—whether by foreclosure, deed in lieu of foreclosure, or similar transfer to Lender—shall not trigger the City's ROFR.
- F. The City acknowledges the above and is willing to confirm the limited waiver set forth herein to facilitate the proposed lending.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and for good and valuable consideration, the sufficiency of which is acknowledged, the City agrees as follows:

- 1. Waiver of Right of First Refusal in Favor of Lender. The City hereby waives, and agrees not to assert or enforce, its ROFR under the Agreement solely with respect to:

- a. Any foreclosure, sheriff's sale, trustee's sale, or other exercise of remedies under the Lender Security Instrument;
- b. Any deed in lieu of foreclosure or similar conveyance made by Current Owner (or any successor owner) to Lender or its affiliates, nominees, or designees; and
- c. Any transfer of the Property effected by a receiver, bankruptcy trustee, or court in connection with Lender's enforcement rights.

Such actions shall not constitute a "transfer" for purposes of triggering the ROFR in the Agreement.

2. No Waiver for Other Transfers. Except as expressly provided in Section 1, this MOU does not waive the City's ROFR for any voluntary sale, assignment, or other transfer of the Property to a third party.

3. Binding Effect; Reliance. This MOU:

- a. Is binding upon the City and its successors and assigns;
- b. Is for the benefit of Current Owner, Lender, and any holder of the Lender Security Instrument; and
- c. May be relied upon by Lender in making, maintaining, or enforcing its loan secured by the Property.

4. No Modification of Agreement. Except as expressly stated, nothing in this MOU modifies, limits, or alters the Agreement or any obligations of Sunbelt, Current Owner, or any successor.

5. Recording. Upon request of Current Owner or Lender, this MOU may be recorded with the Marathon County Register of Deeds to provide public notice of the City's waiver.

6. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**City of Wausau**

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

Its: \_\_\_\_\_

Subscribed and sworn to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
 by \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_

This instrument was drafted by:  
Mark E. Duea, Attorney at Law  
GDO Law  
4770 White Bear Parkway  
White Bear Lake, MN 55110  
(651) 426-3249

## EXHIBIT A

### Legal Description

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.

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

<b>RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE</b>	
Approving Memorandum of Understanding Regarding City of Wausau’s Construction Loan Agreement and Limited Waiver of Right of First Refusal with Peoples Bank and Small Business Association (130 N. 1 <sup>st</sup> Street)	
Committee Action:	
Fiscal Impact:                      None	
<b>File Number:</b>	25-1206
<b>Date Introduced:</b>	January 13, 2026

<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> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

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

**WHEREAS**, on December 9, 2025, Common Council waived its First Right of Refusal on such sale; and

**WHEREAS**, the purchaser’s lenders have requested the City to enter into a Memorandum of Understanding Regarding City of Wausau’s Construction Loan Agreement and Limited Waiver of Right of First Refusal for this sole transaction; and

**WHEREAS**, your Economic Development Committee, at their January 6, 2026, meeting considered the matter and recommends entering into such memorandum to assist with this transaction.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the City hereby enters into the Memorandum of Understanding Regarding City of Wausau’s Construction Loan Agreement and Limited Waiver of Right of First Refusal for 130 N. 1<sup>st</sup> Street in order to allow the closing 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 Memorandum of Understanding Regarding City of Wausau's Construction Loan Agreement and Limited Waiver of Right of First Refusal with Peoples Bank and Small Business Association for the property located at 130 N. 1<sup>st</sup> Street.

Approved:

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Doug Diny, Mayor

# Community Engagement Session



Join us and bring your comments, feedback, and suggestions for non-industrial land use options for the property located at:

**1300 Cleveland Avenue, Wausau**

**Zoning: MRL-12 Multi-Family Residential-12 6.77 Acres**

**(City-owned parcel south of St. Vincent de Paul of Wausau)**

<b>Where:</b>	<b>430 Adrian Street Wausau Waterworks Treatment Facility Administrative Building Conference Room</b>
<b>When:</b>	<b>Thursday, January 29, 5:30 p.m.</b>

## Purpose:

The meeting will focus on gathering public input on non-industrial land uses for 1300 Cleveland Avenue. City staff will offer a brief overview of the neighborhood, site background, and potential land use choices. Following this, participants will have the opportunity to express their preferences and provide input. For questions, contact the Community Development Department at 715-261-6680 or [wausaudevelopment@wausauwi.gov](mailto:wausaudevelopment@wausauwi.gov).

Si necesita servicios de traducción o interpretación en español para esta reunión comunitaria informativa, por favor contáctenos.  
715-261-6680 [wausaudevelopment@wausauwi.gov](mailto:wausaudevelopment@wausauwi.gov)

Yog xav tau kev pab txhais lus Hmoob rau lub rooj sib tham hauv zej zog no, thov hu lossim sau ntawv rau peb. 715-261-6680  
[wausaudevelopment@wausauwi.gov](mailto:wausaudevelopment@wausauwi.gov)

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](mailto:ADAServices@ci.wausau.wi.us) to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.



**PROPERTY DISPOSITION for REDEVELOPMENT APPLICATION**

Applicants **must** contact the Development Department **prior** to submitting an application. Some properties may have income eligibility requirements or other conditions that should be discussed in advance. Failure to do so may delay or affect your application. Contact us at 715-261-6680 or wausaudevelopment@wausauwi.gov.

APPLICANT NAME: Sharon Schlicht

PROPERTY ADDRESS: 424 Burns St.

APPLICANT TYPE: *Choose One*  INDIVIDUAL  ORGANIZATION EIN#: \_\_\_\_\_

APPLICANT ADDRESS: 418 Burns St.

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PROPOSED USE: *Choose One*  RESIDENTIAL (*owner-occupied/rental/other*)  COMMERCIAL

**BRIEFLY, TELL US ABOUT YOUR PROPOSAL.**

*Please submit any materials that support your project (e.g., drawings, financing, contractor info, income details, etc.).*

See attached pages

PROPOSED TIMELINE: Feb. 2026

PROPOSED OFFER: \$6500.00

**Applicant Certification & Signature Acknowledgment**

By signing below, I certify that all information in this application is true and complete to the best of my knowledge. I understand that false or misleading information may result in denial of assistance or other penalties.

I affirm that I am legally eligible to purchase property in the U.S. and not subject to any restrictions that would prevent this.

I may sign this application electronically or with a handwritten ("wet") signature. If signing electronically, I acknowledge that under the E-SIGN Act, a valid electronic signature holds the same legal weight as a handwritten one. A valid e-signature must be authenticated and show clear intent, such as submission through a secure system or identity-verified platform.

Applications **must include** a copy of the applicant's driver's license (*individual*) or Tax ID# (*organization*) to be considered complete.

APPLICANT SIGNATURE: Sharon Schlicht DATE: 12-30-25



# The shaded portions on attached map

## Portion A

20 feet along Burns St 170 feet deep as a buffer between me and the new neighbor and to maintain the area, which hasn't been done in the 29 years I have lived here

## Portion B

Back unbuildable ravine section, to clean out the invasive buckthorn