



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, May 12, 2026, at 6:30 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Carol Lukens
Michael Martens
Terry Kilian
Tom Neal
Andrew Wiskowski
Kristin Slonski
Matt Hoenecke
Sarah Watson
Vicki Tierney
Lou Larson
Bruce Trueblood

Amended

- 1 Call to order by the presiding officer.**
- 2 Pledge of Allegiance, and Roll Call and Proclamations.**
 - National Public Works Week Proclamation
 - Memorial Day Proclamation
 - ALS Awareness Month Proclamation**
- 3 Presentations.**
- 4 Consideration of the minutes of the preceding meeting, approval of the minutes if correct, and correction of mistakes if any.**
 - April 21, 2026** Organizational Common Council Minutes
 - April 28, 2026** Regular Common Council Minutes
- 5 Reading of the City of Wausau Public Comment Statement.**
- 6 Comments and suggestions from preregistered citizens.**
- 7 Committee reports (standing and nonstanding).**
 - Board of Public Works** Insurance Claims October 2025 - December 2025
 - Board of Public Works** Insurance Claims January 2026 - March 2026
- 8 Consent agenda.**
 - 26-0503** Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the East Side of the 400 and 600 Blocks of North Second Street and Repealing Existing No Parking Ordinance on the West Side of the 500 and 600 Blocks of North 2nd Street.
 - 99-1104** Resolution from the Finance Committee Amending the Procurement Policy.
 - 01-0907** Resolution from the Plan Commission Approving Adoption of the Public Participation Plan for the City of Wausau Comprehensive Plan.
 - 26-0504** Ordinance from Plan Commission Rezoning 230 E. Thomas Street from a (NMU) Neighborhood Mixed-Use Zoning District to a (TF-10) Two-Flat Residential Zoning District.
 - 26-0505** Resolution from the Finance Committee Approving 2026 Community Development Block Grant Program Year Allocation.
 - 26-0506** Resolution from the Economic Development Committee Approving Consent to Transfer, Waiver of Right of First Refusal, Termination of Deed Restrictions and Approval of New Deed Restrictions for 725 S. 84th Avenue.
- 9 Alderperson request to call for a meeting of the entire Council as a committee of the whole.**
 - Approval of Request by Alder Watson and Alder Lukens, to Schedule a Committee of the Whole to Discuss the City's Budget Process.
- 10 Ordinances and resolutions.**
 - 26-0108** Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.
 - 26-0502** Confirming Appointments of the Mayor of the City of Wausau to the Historic Preservation Commission, Wausau Water Works Commission, Room Tax Commission, Capital Improvements Projects Commission, Building Advisory Board, Citizens Advisory Committee, Airport Committee, and Police and Fire Commission.
- 11 Announcement from Mayor and Alderpersons.**

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

Mayor Doug Diny, Chair

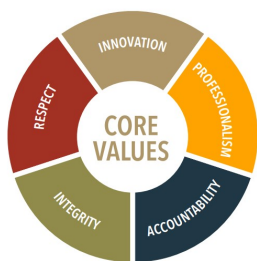
NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER

DATE: 05/08/2026
TIME: 4:15 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@wausauwi.gov 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



Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Wausau; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, operators, mechanics, inspectors, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation infrastructure, water supply, wastewater treatment, storm sewer, streets/sidewalks/trails, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Wausau to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association;

THEREFORE, I, Mayor Doug Diny, do hereby designate the week of May 17–23, 2026, as

National Public Works Week

In the City of Wausau. I urge all citizens to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make in protecting our health, safety, and advancing quality of life for all.

Doug Diny
Mayor, City of Wausau
May 12, 2026



Proclamation

WHEREAS, Memorial Day each year serves as a solemn reminder of the scourge of war and its bitter aftermath of sorrow; and

WHEREAS, on May 5, 1868, General John Logan proclaimed this day a holiday through General Order No. 11 and it was first observed on May 30, 1868; and

WHEREAS, for 157 years, this day has traditionally been devoted to paying homage to loved ones who lie in hallowed graves throughout the land, having sacrificed their lives that war might end; and

WHEREAS, Memorial Day was originally known as Decoration Day, a day to honor the Civil War soldiers who died defending their country, by visiting and decorating their graves; and

WHEREAS, in 1882, the name Decoration Day was changed to Memorial Day, and in 1971, Congress declared Memorial Day a National holiday to be held on the last Monday of May every year; and

WHEREAS, Memorial Day observances have expanded to honor those who have sacrificed their lives in all of America's wars to maintain the security of our great Nation and the liberties we hold so dear; and

WHEREAS, members of our Armed Forces continue to work toward peace and prosperity in the world; and

WHEREAS, we must pledge to never forget the men and women of the Armed Forces who gave the ultimate sacrifice in defending our freedoms; we should express our gratitude to the families of our fallen warriors; we must keep faith with all those who have died for our country in the fight for permanent peace; and we must honor our unwavering commitment to all members of the Armed Forces; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim May 25, 2026 as

Memorial Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.

Doug Diny
Mayor, City of Wausau
May 25, 2026

Proclamation

WHEREAS, Amyotrophic Lateral Sclerosis, commonly known as ALS or “Lou Gehrig’s Disease”, is a progressive neurodegenerative disease that affects nerve cells in the brain and spinal cord, resulting in the gradual loss of muscle control and ultimately impacting a person’s ability to move, speak, eat, and breathe; and

WHEREAS, while ALS can affect individuals of all backgrounds, it is most likely to develop in men and individuals between the ages of 55 and 75, and research indicates that military veterans are at a greater risk; and

WHEREAS, there is currently no known cure for ALS, and continued investment in medical research, compassionate care, support services, and public awareness is essential to improving outcomes and advancing the search for treatments and a cure; and

WHEREAS, individuals living with ALS, along with their families, caregivers, and healthcare professionals, demonstrate extraordinary courage, resilience, and dedication in the face of immense challenges; and

WHEREAS, ALS Awareness Month provides an opportunity to educate the public about ALS, honor those affected by the disease, and encourage community support for efforts aimed at improving the quality of life for individuals living with ALS;

THEREFORE, I, Mayor Doug Diny, do hereby declare May 2026 as

ALS Awareness Month

In the City of Wausau and encourage all residents to join in raising awareness, supporting individuals and families affected by ALS, and recognizing the importance of ongoing research and advocacy efforts.

Doug Diny
Mayor, City of Wausau
May 12, 2026



OFFICIAL MINUTE PROCEEDINGS
ORGANIZATIONAL MEETING

MEETING: Common Council
DATE/TIME: Tuesday, April 21, 2026, at 6:30 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Carol Lukens Matt Hoenecke
Michael Martens Sarah Watson
Terry Kilian Vicki Tierney
Tom Neal Lou Larson
Andrew Wiskowski Bruce Trueblood
Kristin Slonski

1 Call to Order by the Presiding Officer.

Council Elect are seated by the Wausau Police and Fire Department Honor Guard.

Posting of the Colors by the Wausau Police and Fire Department Honor Guard.

Oath of Office for Elected Officials by Acting City Clerk.

Certification of Election was provided. The Alderpersons were sworn in with the Oath of Office by Acting City Clerk Kody Hart.

2 Pledge of Allegiance and Roll Call.

Mayor Doug Diny presided.
The meeting was called to order at 06:30 AM.

Roll Call indicated 11 members present.
Members Present - Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Andrew Wiskowski, Kristin Slonski, Matt Hoenecke, Sarah Watson, Vicki Tierney, Lou Larson, Bruce Trueblood
Members Absent -
Members Excused -
Present 11, Absent 0, Excused 0

3 Common Council Elections.

Wausau Common Council President.

Nominations for Wausau Common Council President were opened.
Tierney nominated Terry Kilian. Kilian accepted the nomination.
Lukens nominated Michael Martens. Martens accepted the nomination.
Motion by Neal, seconded by Larson, to close nominations. Motion passed. A vote was taken by secret ballot.
Terry Kilian was elected as Wausau Common Council President on a vote of 6-5 for the 2026–2028 term.

Common Council Member of the Plan Commission.

Nominations for the Common Council Member of the Plan Commission were opened.
Larson nominated Sarah Watson. Watson accepted the nomination.
Motion by Trueblood, seconded by Tierney, to close nominations. Motion passed.
Without objection, a unanimous ballot was cast for Sarah Watson to be the Common Council Member of the Plan Commission of the for the 2026–2028 term.

Common Council Member of the Wausau Water Works Commission

Nominations for the Common Council Member of the Wausau Water Works Commission were opened.
Watson nominated Tom Neal. Neal accepted the nomination.
Tierney nominated Michael Martens. Martens accepted the nomination.
Motion by Watson, seconded by Tierney, to close nominations. Motion passed. A vote was taken by secret ballot.

Michael Martens was elected to be the Common Council Member of the Wausau Water Works Commission on a vote of 7-4 for the 2026–2028 term.

4 Ordinances and resolutions.

02-0432 Resolution from the Common Council Adopting Robert's Rules of Order and the Standing Rules of the Common Council for 2026 – 2028.

Motion by Neal to table this item.

Point of order raised by Slonski that the motion to table was not in order as the item before the body was not properly agendaized and the item was not properly before the body due to the lack of a motion. Point of order was not acted upon by the Chair.

Without objection, this item was postponed to the next meeting.

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

Point of order by Watson on if the question before the body was on the motion to suspend the rules and not item 26-0402. Point of order was well taken by the Chair.

Motion by Alderperson Watson, seconded by Alderperson Trueblood, to suspend Rule 6(B) Filing and 12(A) Referral of resolutions.

Yes 11, No 0, Abstained 0

MOTION PASSED.

26-0402 Confirming Appointments of the Mayor of the City of Wausau to Boards, Commissions, and Committees as Indicated.

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

Yes 11, No 0, Abstained 0

MOTION PASSED.

02-0434 Resolution from the Common Council Designating Official Newspaper.

Watson stated support for adding digital news outlets as the designated official newsletter.

Neal stated digital news outlets were not qualified by state law to be the designated official newspaper and requested that the Wausau Pilot and Review receive notifications the same as the designated official newspaper. It was stated that Wausau Pilot and Review was already subscribed to the email notifications for meetings and was already receiving those notifications as requested.

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

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Wiskowski, Alderperson Slonski, Alderperson Hoenecke, Alderperson Watson, Alderperson Tierney, Alderperson Larson

No - Alderperson Trueblood

Abstained - None

Yes 10, No 1, Abstained 0

MOTION PASSED.

6 Communications, recommendations from the Mayor.

Mayor's Appointments to Standing Committees for the 2026 - 2028 Common Council Term.

Without objection, the communication was held until the next meeting.

Lukens stated that because this item is outlined specifically in ordinance, the communication should be provided to make the committee appointments. It was further stated that if the committee structure was changed, those committee appointments could be changed as well. Lukens objected to the communication being held until the next meeting.

Motion by Alderperson Lukens, seconded by Alderperson Neal, to Motion to suspend rules 13 (A) to postpone committee appointments to next week.

Yes - Alderperson Kilian, Alderperson Wiskowski, Alderperson Slonski, Alderperson Hoenecke, Alderperson Tierney, Alderperson Trueblood
No - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Watson, Alderperson Larson
Abstained - None
Yes 6, No 5, Abstained 0
MOTION FAILED.

7 Announcement from Mayor and Alderpersons.

1. Mayor Diny - spoke to announce that there was cake and refreshments provided in the city hall lobby to commemorate the first meeting of this term of the Common Council.

8 Adjournment.

Motion by Alderperson Neal, seconded by Alderperson Kilian, to adjourn. Motion carried. Meeting adjourned at 07:45 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](#)



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OFFICIAL MINUTE PROCEEDINGS
REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, April 28, 2026, at 6:30 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Carol Lukens Matt Hoenecke
Michael Martens Sarah Watson
Terry Kilian Vicki Tierney
Tom Neal Lou Larson
Andrew Wiskowski Bruce Trueblood
Kristin Slonski

1 Call to order by the presiding officer.

2 Pledge of Allegiance, and Roll Call and Proclamations.

Arbor Day Proclamation

Week of the Young Child Proclamation

National Preservation Month Proclamation

Workers Memorial Day Proclamation

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

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

Yes 11, No 0, Abstained 0

MOTION PASSED.

March 24, 2026 Regular Common Council Minutes

April 14, 2026 Regular Common Council Minutes

4 Reading of the City of Wausau Public Comment Statement.

5 Comments and suggestions from preregistered citizens.

6 Consent agenda.

Without objection, item 26-0412 was pulled from the Consent Agenda by Trueblood.

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

Yes 11, No 0, Abstained 0

MOTION PASSED.

24-1110 Resolution from the Infrastructure & Facilities Committee Levying Special Assessments for the 2025 Street Construction Projects.

7 Ordinances and resolutions.

26-0412 Joint Resolution from the Bicycle & Pedestrian Advisory Committee and the Infrastructure & Facilities Committee Approving the Bike Rack Request Form.

Trueblood stated opposition as those requesting the bike racks would not be charged for the complete cost of the installation, including the concrete.

Martens stated that the bike racks would only be installed where concrete was already in place and further stated support as it promotes bicycle infrastructure within the city.

Motion by Alderperson Watson, seconded by Alderperson Neal, to approve.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Wiskowski, Alderperson Slonski, Alderperson Hoenecke, Alderperson Watson, Alderperson Tierney, Alderperson Larson
No - Alderperson Trueblood
Abstained - None
Yes 10, No 1, Abstained 0
MOTION PASSED.

26-0402 Confirming Appointments of the Mayor of the City of Wausau to the Historic Preservation Commission, Sustainability, Energy & Environment Committee, Business Improvement District Board, Community Development Authority Board, and Ethics Board.

The Mayor withdrew the appointment to the Ethics Board.

Without objection, this item was taken up at this time out of order of the agenda as the late filed item was pulled from consideration not requiring the suspension of the rules.

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

8 Suspend Rule 11(A) Referral of ordinances, 6(B) Filing, and 21 Amending of the Rules.

Motion by Alderperson Watson, seconded by Alderperson Martens, to suspend rule 11(A) Referral of ordinances.

Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Wiskowski, Alderperson Slonski, Alderperson Watson, Alderperson Tierney
No - Alderperson Hoenecke, Alderperson Larson, Alderperson Trueblood
Abstained - None
Yes 8, No 3, Abstained 0
MOTION PASSED.

Motion by Alderperson Hoenecke, seconded by Alderperson Kilian, to suspend rule 21 Amending of the Rules.

Yes - Alderperson Kilian, Alderperson Neal, Alderperson Hoenecke, Alderperson Tierney, Alderperson Trueblood
No - Alderperson Lukens, Alderperson Martens, Alderperson Wiskowski, Alderperson Slonski, Alderperson Watson, Alderperson Larson
Abstained - None
Yes 5, No 6, Abstained 0
MOTION FAILED.

02-0432 Ordinance from the Common Council to Amend Wausau Municipal Code Ch. 2.16, Standing Rules of the Common Council.

Mayor Diny relinquished the Chair to Common Council President Kilian.

Larson objected, which was a point of order that the proper procedures were not being followed to suspend the rules. Point of order was not well taken by the Chair.

Watson stated support for the committee structure as it stands because of the lens that each committee views agenda items through. It was further stated that the discussion of this matter may be more appropriate for the Rules Review Committee, so all impacted parties can discuss the matter together.

Neal stated that the efficiencies of combining committee comes at the trade-off of less involvement from members of the Common Council because the committee membership would be more concentrated among a more limited group of alders. It was further stated that this could require longer, more marathon meetings with many, many items on the agenda. Neal stated there was no urgent need to act on this matter and urged the support of the current committee structure for the time being.

Hoenecke stated that other comparable cities have a committee structure similar to the change

of the committee structure as presented. It was further stated that something in this city council structure needed to be changed to better serve residents and that staff had supported the effort.

Wiskowski stated that staff had supported the change to the committee structure while there was some concern about the planning of the agenda for such committees.

Martens stated that the work of the council is generally done by the committee to hash out the details of proposals and ideas. It was further stated concerns about the size of the agenda and the length of the agenda meetings. Martens further stated that the different committees viewed issues with different viewpoints separately, which provides more rigorous discussion of those issues.

Tierney stated support for combining some committees but not necessarily as presented. It was further stated that combining committees could cause more motions to suspend the rules at the council meetings because departments may not have the ability to wait until the next month's committee meeting to bring that item forward for approval.

Lukens stated there was already the ability to hold joint sessions of committees and accessibility to such meetings. It was further stated that fewer committees would mean more topics would be bundled together, causing less public scrutiny and that residents would have a harder time tracking matters moving through the council. Lukens stated the change in committee structure would concentrate membership of such committees among a more limited group of alders.

Trueblood stated the change in committee structure would create efficiencies. It was further stated that committees serve the council, thus all action done by the committees must be brought forward to the council. Trueblood further stated residents were looking for change to create efficiencies.

Slonski stated concerns about the lens of review in the current committee structure and if that review would continue if the committee structure was changed.

Hoenecke stated concerns about the current committee structure in that the committee membership is represented by fewer members of the entire council to discuss the details of proposals and ideas.

Point of order raised by Larson that department heads were providing verbal reports instead of written reports included in the packet. Point of order was not well taken by the Chair.

Larson objected to consideration of the question.

Point of order raised by Hoenecke that there can only be one motion on the floor. Point of order was well taken by the Chair.

Larson withdrew the objection to consideration of the question.

Motion by Alderperson Larson, seconded by Alderperson Watson, to refer the item to the Rules Review Committee.

Point of order raised by Mayor Diny that the motion to refer was a continuation of the objection and that Larson was not recognized to make a motion to refer. Point of order was well taken by the Chair.

**Motion by Alderperson Tierney, seconded by Alderperson Hoenecke, to amend the amendment to remove the removal of the last sentence of Rule 1 A (1).
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Wiskowski, Alderperson Slonski, Alderperson Hoenecke, Alderperson Watson, Alderperson Tierney, Alderperson Trueblood
No - Alderperson Larson
Abstained - None**

**Yes 10, No 1, Abstained 0
MOTION PASSED.**

Larson stated opposition to the amendment to the amendment as this was too much to devour without the entire matter going before the Rules Review Committee.

Lukens stated that there needed to be a discussion among residents before moving forward.

Motion by Alderperson Watson, seconded by Alderperson Neal, to amend as amended item 02-0432, subject to attorney review, to substitute the words "or left at their usual abode" with ",voicemail, and email" in Rule 1 B (1); to add "*Committee of the Whole*: The Common Council shall convene a Committee of the Whole twice a year with the agenda items set from alders and citizens to fill the agenda. The Agenda shall be created by the Council President and Clerk within an appropriate meeting time." as Rule 1 E; to add the words "at 12:00 p.m." before the word "prior" in Rule 6 B; to add "*Common Council Retreat*. The Council President shall schedule a retreat of the Common Council within a month of the organizational meeting." as Rule 8 C; and to add "The specific rule suspended shall be explicitly expressed on the agenda or explicitly stated during the meeting." as the last sentence in Rule 20.
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Wiskowski, Alderperson Slonski, Alderperson Hoenecke, Alderperson Watson, Alderperson Tierney
No - Alderperson Larson, Alderperson Trueblood
Abstained - None
Yes 9, No 2, Abstained 0
MOTION PASSED.

Lukens stated opposition as the matter needed to be discussed among residents and suggested putting this item on hold to be discussed at a Committee of the Whole.

Larson stated that there had not been enough data produced and a lack of information in the packet and urged the matter to be discussed at more length at the Rules Review Committee.

Martens stated this issue was well hashed out at this meeting and stated opposition to referral to the committee as it would likely not change the minds of alders.

Wiskowski stated support as feeling well-prepared to vote on the ordinance.

Motion by Alderperson Larson, seconded by Alderperson Neal, to refer the item to the Rules Review Committee.
Yes - Alderperson Watson, Alderperson Larson
No - Alderperson Lukens, Alderperson Martens, Alderperson Kilian, Alderperson Neal, Alderperson Wiskowski, Alderperson Slonski, Alderperson Hoenecke, Alderperson Tierney, Alderperson Trueblood
Abstained - None
Yes 2, No 9, Abstained 0
MOTION FAILED.

Martens stated this might be trading efficiency with transparency and that the current committee structure gives the average citizen the ability to understand the process in which matters move through the council in a slower and more deliberative manner.

Motion by Alderperson Neal, seconded by Alderperson Larson, to amend item 02-0432, subject to attorney review, to remove the substitution of the words "Infrastructure and Facilities" with the words "Infrastructure, Facilities, and Parks" in Rule 13 B (1); to remove the substitution of the words "Finance" with the words "Finance and Administration" in Rule 13 B (3); to remove the removals of the words "5. Human Resources;" in Rule 13 (B) 5; to remove the removal of the words "6. Parks and Recreation;" in Rule 13 (B) 4; and to remove the substitute of the renumeration of Rule 13 B (7) to Rule 13 B (4).
Yes - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson

Watson, Alderperson Larson
No - Alderperson Kilian, Alderperson Wiskowski, Alderperson Slonski, Alderperson Hoenecke, Alderperson Tierney, Alderperson Trueblood
Abstained - None
Yes 5, No 6, Abstained 0
MOTION FAILED.

Kilian stated recognition on the importance of the ordinance before the council.

Motion by Alderperson Hoenecke, seconded by Alderperson Tierney, to approve as amended.
Yes - Alderperson Kilian, Alderperson Wiskowski, Alderperson Slonski, Alderperson Hoenecke, Alderperson Tierney, Alderperson Trueblood
No - Alderperson Lukens, Alderperson Martens, Alderperson Neal, Alderperson Watson, Alderperson Larson
Abstained - None
Yes 6, No 5, Abstained 0
MOTION FAILED.

Mayor Diny retained the Chair from Common Council President Kilian.

9 Announcement from Mayor and Alderpersons.

1. Larson - stated the West Thomas Street neighborhood meeting was canceled the previous Monday and would meet the following Monday at it's regular meeting location.
2. Trueblood - recognized Hmong Heritage Month and invited people to a celebration of the Hmong's 50th year in the city.

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

1. Tom Neal, 133 E. Thomas Street - spoke on city-owned property at 1300 Cleveland Avenue.
2. Jesse Kearns, address not provided - spoke on the Environment, Sustainability, and Committee.

11 Adjournment.

Motion by Alderperson Kilian, seconded by Alderperson Slonski, to adjourn. Motion carried. Meeting adjourned at 09:29 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](https://www.youtube.com/@CityofWausauMeetings)



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





To: Kaitlyn Bernarde, City Clerk

From: Board of Public Works

Date: April 1, 2026

Subject: Insurance Claims – October 2025 – December 2025
06-1215

The Board of Public Works has settled, compromised, or denied the following claims during the months of October 2025 – December 2025

Date of Incident	Claimant	Claim Details	Amount of claim	Action
7/15/25	Erie Insurance subrogated for Caleb Braxton	Fire truck turned corner and hit another vehicle – fender bender	\$827.91	Approved 11/18/25
9/18/25	Jamie Burger 241104 Fromm Fir, Athens	Limb from blvd. tree fell on car	\$2,393.61	Deny 10/22/25
10/28/25	Mary Dalton 500 Grand Ave. Apt. 304	Slip and fall @ fire station – Grand Ave.	\$119.00	Deny 12/2/25
11/12/25	Richard Gleason 918 Parcher St.	Leaf collecting – damaged retaining wall near curb of road	\$368.00	Deny 12/2/25



To: Kaitlyn Bernarde, City Clerk

From: Board of Public Works

Date: April 1, 2026

Subject: Insurance Claims – January 2026 – March 2026
06-1215

The Board of Public Works has settled, compromised, or denied the following claims during the months of January 2026 – March 2026

Date of Incident	Claimant	Claim Details	Amount of claim	Action
11/13/25	Marathon County Corp. Counsel	Ambulance backed into Mar. Cty. Jail sallyport garage door	\$691.52	Approved 1/27/26
1/6/26	Jayne Wood 902 Adams St	Hit pothole – Grand Ave (by Townline Rd.)	\$159.26	Deny 1/27/26
1/7/26	Narvana Whitehead 707 Grand Ave.	Hit pothole – Grand Ave. & Thomas St.	\$934.38	Deny 1/27/26
1/6/26	Paula Halkoski 4903 Tanya St. Weston	Hit pothole – Grand Ave. (by Kwik Trip)	\$499.25	Deny 1/27/26
1/8/26	Paula Schultz 1713 Garfield Ave.	Hit pothole – Grand Ave. (by cemetery)	\$735.34	Deny 1/27/26
1/14/26	Molly Vandergeest 6406 Dominika St. Weston	Hit pothole – Grand Ave. (by Firestone)	\$545.96	Deny 1/27/26
12/7/25	WIDOT Damage Claims	Officer in pursuit, slide around corner – hit traffic signal pole	\$1,118.83	Approved 2/3/26
1/14/26	Darrin Chapman 20 Becker St. #9, Rothschild	Hit pothole – Grand Ave. (by Midas)	\$155.99	Deny 2/24/26
1/19/26	Mary Swearingen 4312 Briarwood Ave.	DPW plow truck wing hit car parked on street – damage to back side panel	\$5,354.45	Approved 3/3/26

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the East Side of the 400 and 600 Blocks of North Second Street and Repealing Existing No Parking Ordinance on the West Side of the 500 and 600 Blocks of North 2nd Street.

Committee Action: Approved 5-0

File Number: 26-0503

Date Introduced: May 12, 2026

Ordinance Number: 61-6013

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

Add ()
Delete ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following locations:

...

North 2nd Street

- ~~West side of the street at the 500 and 600 blocks~~
- East side of the 400 and 600 blocks

Adopted: 5/12/2026
Approved: 5/13/2026
Published: 5/20/2026
Attest: 5/13/2026

Approved:

Doug Diny, Mayor

Attested:

Kody Hart, Acting City Clerk



Engineering

DATE: April 9, 2026
TO: Infrastructure & Facilities Committee
SUBJECT: Parking Restrictions on N 2nd St: the 400, 500, and 600 blocks.

PURPOSE

Purpose of this item is to discuss and act on 'No Parking' restrictions on this blocks of 2nd Street

BACKGROUND

Section 10.20.080 of the Wausau Municipal Code currently reads:

(a)

There shall be no parking in the following locations: North 2nd Street

- West side of the street at the 500 and 600 blocks

There have been several changes to 2nd street over the past several years and the parking ordinances have not been updated. Parking is currently allowed on the west side of 2nd Street in both the 500 and 600 blocks. Parking is not allowed, according to current signs, on the east side of the 400 and 600 blocks of N. 2nd Street.

See the attached map depicting the current parking restrictions.

RECOMMENDATION

Staff recommends the following:

1. Remove or repeal the 'No Parking' restrictions on the west side of 500 and 600 blocks
2. Create an ordinance for 'No Parking' on the east side of the 400 and 600 blocks of N. 2nd Street as it is currently signed.
3. Additionally, create and sign an ordinance for 'No Parking' on the west side of the 400 block. Even though this is not currently signed as 'No Parking', there is no lane for parking on this side of N. 2nd street due to the entrance and exit lanes for the Jefferson Ramp.



OFFICIAL MINUTES
REGULAR MEETING

MEETING: Infrastructure & Facilities Committee
DATE/TIME: Thursday, April 9, 2026 at 5:15 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Chad Henke (C) Lou Larson (VC)
Tom Neal Sarah Watson
Michael Martens

Members Present: Chad Henke, Lou Larson, Tom Neal, Michael Martens, Sarah Watson
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 05:15 PM.

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

Chair Henke read the public comment statement.

Felix Gallo — 1206 Highland Park Blvd. He is here with a constructive and positive win-win solution that makes everyone happy. Two problems he is speaking about today. First, the plowing practices on the hill changed last year. For 50 years prior, the snow was plowed into the median, then this changed. For the neighborhood, that is bad and illogical. The medians were designed to be open areas for excess snow; the boulevards they abut are wider than normal land and often only have one or two driveways on them spaced far apart. During the recent blizzard, the wall at the end of his 20ft wide driveway was 8ft tall and packed 3ft thick. Most folks on the hill are older, with mobility issues and heart conditions or are care takers. Beyond just the unnecessary pain of dealing with all this extra snow, this is an urgent matter of safety. Second, the municipal code is very clear: 12.28.050 Cleaning of sidewalks, states: "The owner of any property abutting any sidewalk shall, without notice, at all times, keep such abutting sidewalk clean and free of debris, dirt, sweepings, obstructions, and clear of snow and ice." The city is the owner of the medians where these sidewalks are located. There are 10 city blocks worth of sidewalks, and the city is obligated to keep these clear at all times. The neighborhood has not demanded this since it has been very convenient and customary for the snow to be deposited on these medians and sidewalks. His proposal is that the neighborhood will not demand the sidewalks be cleared, which will save public works money (in time, expenses, and materials), and in return they ask that the public works department return to the prior practice of plowing only to the median and saving the neighborhood the heartache and pain of dealing with the snow.

Carrie Marohl — 1025 Everest Blvd, I concur

Mary Brodhead — 1101 Highland Park Blvd. She and her husband are 77yrs old. In 2019, the boulevard was plowed with snow. That was the way it was always done until just the past couple of years. It seemed to work for everybody. The snow plow rounds 10th St and all the snow falls out into their driveway. The snow is knee, hip, or chest high. You can't run a snowblower through it. It is a real hardship for all who live on the street. There are a lot of retired individuals who live in the area. She knows in the past it worked for the snow to go onto the boulevard. She is not sure when or why it changed, but she would like to see it changed back.

Courtney Olson — 1206 Highland Park Blvd. In the past, the snow was plowed into the median, and the sidewalks were not shoveled. Now the snow is pushed into our driveways, but the sidewalks are still not shoveled. It needs to be one way or the other, it can't just be the easiest way forward for everyone at the city, it needs to help those that live in the neighborhood. With the elderly in the neighborhood, and the snow going along the driveways, it is a heart attack snowfall. We really don't benefit from it and no one benefits from it being plowed into the driveways with the sidewalks not being cleared either, so we ask kindly that you resolve it in a way that benefits the

community.

Alice Kueher — 1106 Highland Park Blvd, she has lived in her home since 2012. With the recent change of the snow being pushed into the driveways, she now feels like they may have been a bit spoiled for a while. She realizes that most in town have snow pushed into their driveway.

However, with the houses being more spaced out, it may push more snow that way. Wondering about the equipment and the ability to push to the center median and not the driveways.

Danielle Fischer — 1212 Highland Park Blvd. She is one of the many houses in the Highland Park neighborhood that has a very slanted driveway because of the hill. When the plows plow toward the driveways, it is extremely hard for elderly and smaller individuals like herself to safely clear snow when it is plowed up so high. If the snow is not going toward the median it is dangerous and hard to see for those that are out walking. When the excess snow is going toward the driveways it creates a lot of dangerous situations. If we could revert back to plowing the way it had been previously done, she feels it would be safer for everyone in the neighborhood.

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

March 12, 2026 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Neal, seconded by Alderperson Watson, to approve March 12, 2026 Regular Infrastructure and Facilities Minutes. Motion Passed 5-0.

3 Discussion and possible action.

- a. Parking restrictions on S. 9th Ave between Thomas Street and Chellis Street, S. 10th Ave between Thomas Street and Chellis Street, and Bopf Street between S. 9th Ave and S. 10th Ave.

Lieutenant Kurtzhals reported that since the last time we met, they missed one weekend due to the blizzard, but otherwise, since last month's meeting there were 15 tickets issued for various parking issues. The first month, there were 17 citations issued; the second month there were 15 citations, with one weekend missed. Larson asked if the citations were for driveway violations, or corner/crosswalk violations? Kurtzhals stated it was a mix of driveways and crosswalks. Larson is in favor of what Neal suggested at the last meeting, with No Parking here to corner signage. He feels it's more of a policing and enforcement issue. Policing it not just one week, but to become adamant about it, so the issue doesn't come back to the committee again in the future. He is in favor of no parking here to corner signs, but thinks the parking restrictions are not necessary as it seems to be more of a policing issue, and an educational item for the church. Neal approves parking restrictions on the church side of the street, Second from Watson. Neal relates to the situation. A small church in his neighborhood has recently changed hands and is now very well attended, to put it mildly. Good Friday was crazy with parking close to driveways and intersections. This seems to be a clear problem. He suggests, for safety reasons, No Parking here to corner and additional signage on a request basis. Watson has had the same issue in her neighborhood with church parking. They asked for no parking on one side during snow season, and at the time the committee passed it. Maybe it just needs to be more patrolled, and education from the church. Watson questioned if she votes no, can we look back in 3 months and see if continued enforcement helps or if the issues in Neal's neighborhood get better/worse? With the numbers from last month staying pretty steady with the prior month, it would be nice to see some continued data on this. Neal said it is weird because there is really nothing to vote yes or no on. It's just a suggestion. He thinks we just need to continue on with the sign suggestion and another enforcement report. Can a motion be made for no parking on the church side of the street year round?

Motion by Alderperson Neal, seconded by Alderperson Watson, to approve Parking restrictions on S. 9th Ave between Thomas Street and Chellis Street, S. 10th Ave between Thomas Street and Chellis Street, and Bopf Street between S. 9th Ave and S. 10th Ave. Motion Failed 1-4, with Alderperson Neal in support.

- b. Increased parking restriction signs on S 9th Ave and/or S 10th Ave

Larson asked what corners were areas that were problematic. Kurtzwell stated they are patrolling 9th, 10th and Bopf. She could come back with the problematic locations in the future.

Larson said if signage were to be put up at all corners mentioned, it would help with the patrolling efforts. Watson would move to put no parking signs on Bopf and 10th, Bopf and 9th, Thomas and 10th, and Thomas and 9th, totaling 8 signs. Discussion was had that there would be 16 signs, 8 per intersection, 2 per corner. 2 on the north side of Bopf, 2 on the south side of Bopf at 9th and at 10th. With an additional 4 on the south side of Thomas St, 2 on 10th, 2 on 9th. Neal has seen city signs by driveways for No parking here to driveway in some neighborhoods. He does not know how those happen. Those with mobility issues and residents with repeated problems could seek driveway signs, maybe in collaboration with the church? Watson is not sure that we need 8 signs per intersection, if one is not a problematic corner. She feels a few would be good reminders to drivers on parking distance to corners. Larson asked if since we have already voted down the parking restrictions, could we let this go for a month so we can get more data back from the Police Department? Watson asked if, when issuing citations, locations could be noted to watch for problems and area patterns. Motion by Alderperson Larson, seconded by Alderperson Neal, to postpone for one month to gather more data. Motion Passed 5-0.

c. Snow plowing policy

Kraege stated Public Works was asked to look at changing some of the plowing procedures for some streets due to recent plowing policy changes. The changes came about and were instituted citywide on streets with boulevards. Changes have been made to make plowing more efficient, looking at ways we can use our funds better. The department is always looking for what is the safest, fastest, and most efficient way to plow. That is what led to the changes. The Public Works Department recommends continuing plowing the way we are. It is the safest and the most efficient. We can go in whatever direction the committee wants, but it is hard because the department gets calls from residents all over town that want their driveway plowed out, or snow plowed into a vacant lot next door or across the street. Can you switch your plow and put it over there? If we start making exceptions on one street or in one neighborhood, what is the cutoff going to be? How are we going to justify our decisions? In the past, his justification has been that we are doing what is best for the department as a whole; financially, efficiently, and safely. But the department can do anything we are directed to do. As far as the question of the plows switching directions. Yes, some of our equipment can switch and push one way or the other with smaller amounts of snow. With trucks, you will end up with spillage between the blades that is left in the street, causing plows to have to make another pass to clean up that snow. Loaders can in small amounts of snow as well, but anything over 6" will leave a row of snow down the center of the road, requiring another pass to come through and clean it up. The plow and wing are designed to work together. While we can change the direction of the plow, the wing is fixed. With the sidewalk up there, it has not been done in the past. Currently, our sidewalk routes are growing. We have 2 sidewalk machines. Most plow routes are 8 hours, some are 10 hours. Our sidewalk routes are currently pushing 12 hours. With this sidewalk being closed in the past, we left it, but can take direction and add it to the sidewalk routes if that is the way this committee wants to go. Martens asked when plowing to boulevards were plows going against traffic? Kraege: Yes, it actually came up with a state patrol visit for safety briefs. One time, an operator asked about plowing against traffic. The state patrol said we are not to be violating traffic laws. We are putting the city at risk, and we will be held liable if something happens with a truck going the wrong way, because we are violating a traffic law. Martens noted that the roads on the hill are so narrow that any type of conflict would be unavoidable. Kraege said they did have trouble with that down by the airport with some of the narrow roads. The plows would meet a car mid-block and then either the car or the plow would need to back up half the block to clear the road. Martens questioned if you wanted to do it right, you would have to bring additional equipment up onto the hill to make the passes to the boulevard. Kraege said that the front plow could be moved to push the snow to the median, but then there would be more trips back through to clean up the snow left in the road from the turned front blade not working properly with the fixed wing during snow removal. Neal reminded that there is history here where accommodation was made, and it was successfully done that way for a long time, and it came to be what was expected, and then it was changed. He doesn't feel that the neighborhood really wants to see the sidewalks cleared, but they have a valid argument because it's on the books. It's part of a service we are supposed to be providing, but we decided not to there. Since reasonable accommodation has been made in the past and residents there have grown to expect it, for it to suddenly stop is a little harsh. He knows efficiency and costs are a concern for the department, but we also need

to think about efficiency for people too. Neal motioned to revert to past policies to provide accommodations to plow into the median for the 7 blocks in the Highland Park Neighborhood. Larson seconds the motion, and agrees that we need to listen to and accommodate citizens, they pay the taxes. This was on the books for years and, with the change, has created a hardship for the neighborhood. Neal lives just below the hill and has lots of snow plowed into his driveway. He has no jealousy about his neighbors having that accommodation. We should do what we have done in the past and be good neighbors. Residents need their voice and concerns heard. Watson stated that paying property taxes for services provided includes clearing of the streets. We are cleaning the streets. She would be more in favor of cleaning the sidewalk since that is our responsibility. If it's making it more efficient, we need to look at that too. There are other neighborhoods where the policy was changed and then do we look at going back and changing them all too? There are things that we have to change within the city budget that help to lower costs yet still provide the services that we guaranteed our taxpayers. She has always hated cleaning out her driveway. It's never the best thing in the world, but she also knows the street gets cleaned. She would prefer that the sidewalk be added to the route. Lindman questioned if the motion was just for that neighborhood. He would absolutely be against that. If you are going to do it for one area, he would recommend that it be done city wide, anywhere that has a city boulevard, to be consistent. Neal suggested looking at the holding capacity of the boulevard citywide. Lindman strongly recommends against making special accommodations for one area in the city. Are we going to change how the policy is written and specifically state these streets, and exclude other center boulevards? If there is a motion, Lindman would suggest there be a citywide policy on how the routes are managed. Neal is looking at it as practice, not policy. He doesn't think there was a change in policy when the plowing changed. Lindman noted that this is the snow policy that went to council as a resolution, so there would need to be a change in that policy, and it would need to go back to council. Neal questioned when the policy change happened. Kraege believes the policy was brought forward in 2022 or 2023. Henke suggested that we bring forward both policies, the old and a proposed one with new wording at a later date. A policy with something written specific to that one neighborhood, what that would look like, how long of a policy that would be. Maybe another policy about citywide reverting to plowing to the boulevard. Also, having the current policy present with the date of when the change went into effect. The policy would have to consider adequate holding capacity for boulevards, what that would look like, and what would be a large enough boulevard to hold the snow. Watson asked Kraege if that would be possible to complete in a month, noting median streets in the city and the ones that have capacity for snow. She is asking so that if we were to consider this next month, we would know how many people it would affect. Kraege could do the research. In the past, the department ran into issues down by the airport where they ran out of room. He would have to check how wide those are. However, it also depends on the snowfall. A mild winter would be fine for most boulevards. However, in a heavy winter, a lot less would be able to maintain the load. Lindman noted we are typically talking about grass-centered boulevards, which are typically 9–12 feet. Not referring to small medians like on Stewart Ave. Lindman is confident those numbers could be pulled together in a month. He understands what the residents want, he also understands past practice with something's that were done in the past are no longer done as well. If approving a change passed citywide, we are practical enough to implement that into a written policy. Neal withdrew the prior motion, motions to bring it back later and have a citywide policy drafted to look at and when the past policy was changed. Have the current policy in the packet as well, so it's available to look at for reference. Martens agrees that if we are going to draft a snow plowing policy about pushing the snow toward the boulevard, it has to be equal and consistent for all neighborhoods. Snow affects all neighborhoods. Bringing it back to the drawing table and working out an equitable policy for the medians/boulevards is what needs to be done. Table to get a policy to look at moving snow plowing back to boulevards.

Motion by Alderperson Neal, seconded by Alderperson Martens, to table and bring back a policy revision. Motion 5-0.

d. Final Resolution to levy special assessments for the 2025 Street Construction Projects

Weslowski stated this is a housekeeping issue so that we can get the payments out. A motion was approved last year to levy special assessments. This is the final resolution to send them out.

Motion by Alderperson Watson, seconded by Alderperson Martens, to approve Final Resolution to levy special assessments for the 2025 Street Construction Projects. Motion 5-0.

e. Discussion and possible action approving City bike rack request form.

Carrie informed the committee that the item before them was approved by the bicycle and pedestrian advisory committee last month. This is just to formalize a process so that businesses know where they can make a request through the city of Wausau if they want to have a bike rack at their property. In the packet is a form that will be on the website and shared widely. Veronica Hope is a great partner in this. She is a member of the bicycle and pedestrian committee, and the professor that teaches the welding class at NTC. They have made bike racks in the past. She did include a rendering in the packet. They are open to different styles, if a business were to request it. The public works department has offered to do the installations and will integrate them into their workflow. There is a proposed \$100 fee, which is basically just the cost of the bike rack & installation. They would need a concrete pad in the right of way, not on private property for liability reasons. There are bicycling parking standards in our zoning code that would be referenced as needed. Martens noted this is a good deal for businesses wanting a bike rack. He is hoping businesses will take advantage of it. He would also like to see more bike racks like this at our city buildings.

Motion by Alderperson Neal, seconded by Alderperson Watson, to approve Discussion and possible action approving City bike rack request form. Motion 5-0.

f. Parking Restrictions on N 2nd St: the 400, 500, and 600 blocks.

Weslowski stated that the municipal code does not match what is signed on the street. Repeal the No Parking restrictions on the west side of the 500 and 600 blocks of N 2nd St as written in the municipal code. Create an ordinance for No Parking on the East side of 400 and 600 blocks of N 2nd St to match what is signed on the street. Create an ordinance and install signs on the No Parking on the west side of the 400 block of N 2nd St.

Motion by Alderperson Watson, seconded by Alderperson Larson, to approve Parking Restrictions on N 2nd St: the 400, 500, and 600 blocks. Motion Passed 5-0.

4 Discussion.

a. Sherman Street Overlay from 3rd Ave to 8th Ave

Wesolowski stated that with the bids for the 2026 asphalt overlay project, we had a total budget of \$775,000. The bid came in at \$717,192. Which gives us a little money left over after doing all the scheduled work. The Sherman St overlay from 3rd Ave to 8th Ave was not done last year due to lead services. Since then, the water department has replaced the majority of those lead services. It now makes more sense to do the overlay. We are proposing that, with the funds left over in the contract, we do that this year. The contractor is willing to have this added to the mill project. DPW would pave with their funds. We would be able to do it this year with our current budget. Larson asked if there was a time frame on when it would be completed. Wesolowski suspects by mid-July it will be done. Lindman noted there is a decent-sized storm sewer under the road that has some joint issues, and we will be looking at doing some chemical grouting as well. It is about 20ft deep and that may create a little delay as well.

5 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Neal, to approve Adjournment. Motion carried. Meeting adjourned at 06:16 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](#)



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



DRAFT

ArcGIS Web Map

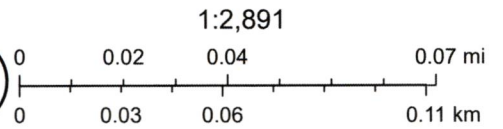


Current Municipal Code for "No Parking"

Currently posted as "No Parking"

4/2/2026, 8:49:06 AM

-  Parcel
-  Right Of Way
-  Municipal Boundaries



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Amending the Procurement Policy.

Committee Action: Approved 5-0

File Number: 99-1104

Date Introduced: May 12, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES [<input checked="" type="checkbox"/>]	NO [<input type="checkbox"/>]	
COSTS	<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>
	<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>
SOURCE	<i>Debt Finance:</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:</i>	<i>Increment Revenue [] Debt [] Funds on Hand [] Interfund Loan []</i>		

RESOLUTION

WHEREAS, your Finance Committee, at their April 14, 2026, meeting, considered and recommends the attached revision to the Procurement Policy which incorporate the following changes;

- To change the bidding threshold for goods and services from \$25,000 to \$50,000 which reflects the recent changes to state statute for public construction bidding thresholds.
- Changes Finance Committee sole source approval threshold from \$25,000 to \$50,000.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the Procurement Policy which is attached hereto and incorporated herein by reference is hereby adopted as the Procurement Policy of the City of Wausau and that its administration and enforcement shall be done under the direction of the mayor and department heads.

Approved:

 Doug Diny, Mayor

CITY OF WAUSAU, WISCONSIN PROCUREMENT POLICY

POLICY OBJECTIVE

The City of Wausau has adopted this procurement policy in order to provide City employees with uniform guidance in the purchase of supplies, equipment, services and property. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility and efficiency in departmental operations.

COVERAGE

This policy applies to the purchases of all departments and divisions of the City of Wausau. The provisions of Wisconsin Statutes s 62.15 and Wausau Municipal Code 12.08 apply to the procurement of public construction and take precedence over any portion of this policy that may conflict with that statute. Procurement activities for MetroRide are subject to the provisions of the Federal Transit Administration and take precedence over any portion of this policy which may conflict with their guidelines. More restrictive procurement procedures required by grants, aids, statutes or other external requirements or funding sources will take precedence.

GOALS

1. To encourage open and free competition to the greatest extent possible.
2. To receive maximum value and benefits for each public dollar spent.
3. To ensure that all purchases are made in compliance with federal, state and local laws.
4. To prevent potential waste, fraud, abuse and conflicts of interest in the procurement process.
5. To assure proper approvals are secured prior to the purchase and disbursement of public funds.

ETHICAL STANDARDS

1. All procurement shall comply with applicable federal, state and local laws, regulations, policies and procedures. Municipal Code 2.03 Code of Ethics for Public Officials and Employees provides general ethical standards and conduct expectations.
2. In general, employees are not to engage in any procurement related activities that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict.
3. No employee shall participate in the selection, award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the employee, any member of his immediate family, business partner or any organization that employs, or is about to employ, any of the above, has a financial interest or other interest in the firm selected for award.
4. To promote free and open competition, technical specifications shall be prepared to meet the minimum legitimate need of the City and to the extent possible, will not exclude or discriminate against any qualified contractors.
5. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors or subcontractors.
6. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them advantage over other potential contractors.
7. Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the

City's name or the employee's position to obtain special consideration in personal purchases. Employee purchase programs may be established with vendors with prior approval from the Mayor, provided that the vendor provides similar programs to employees of other private entities.

GENERAL GUIDELINES

These general guidelines shall be adhered to as closely as possible by all departments in the procurement of goods and services.

1. Procurements are classified into the following two major categories:
 - Purchasing Goods is defined as equipment, furnishings, supplies, materials and vehicles or other rolling stock. The rental, leasing of these items is also considered to fall within this category and the cost shall be determined by considering the maximum total expenditure over the term of the agreement.
 - Purchase of Services is classified into additional categories of professional services, contractor services, construction services and combined goods and service contracts.
2. Buy Local - It is the desire of the City to purchase locally when possible. This can be accomplished by ensuring that local vendors who have goods or services available are included in the competitive solicitation process that will precede major purchases. It is also the desire of the City to purchase from disadvantaged enterprise businesses whenever possible as defined by Wisconsin Statute 84.06(1).
3. Cooperative Procurement Programs – Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases of goods and services secured through these programs are considered to have met the requirements of competitive procurement outlined in this policy. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.
4. Purchasing Oversight – Department heads have the responsibility for procurement issues in their individual departments. A department head is defined as the City employee having responsibility for the department on behalf of which moneys were appropriated in the City budget for purchases.
5. Emergencies – When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable department head, Finance Director and Mayor may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the City Clerk. All emergency purchases exceeding \$50,000 shall require the Department Head to provide written notice to the Common Council.
6. Identical Quotes or Bids – If two or more qualified bids/quotes are for the same total amount or unit price, and quality or service is considered equal the contract shall be awarded to the local bidder. Where this is not practical the contract will be awarded by drawing lots in public.
7. Serial Contracting – No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple purchase order to the same vendor for the same good or service in any 90 day period in order to avoid the requirements of the procurement policy.
8. Purchase Orders and Purchase Order Cover Sheet – Shall be issued for all purchases of goods and services in excess of \$10,000.
9. Policy Review – This policy will be reviewed by the Finance Committee every two years or sooner at the discretion of the Common Council.
10. Protest Procedures – Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An “interested party” must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract. Protests must be submitted timely, in writing to the City Clerk, 407 Grant Street, Wausau WI 54403 but no later than five (5) working days following the City's procurement decision. The protest must contain a detailed statement of the grounds for the protest and any supporting

documentation. Upon the receipt of the written protest, the City Clerk will notify the City Attorney and Finance Director who will work to resolve the matter within five (5) working days. If the protester is not satisfied and indicates the intention to appeal to the next step the award will be temporarily suspended unless it is determined that: 1) the item to be procured is urgently required; 2) delivery or performance will be unduly delayed by failure to make the award promptly; 3) Failure to make the prompt award will otherwise cause harm to the City; or 4) The protest has no merit. If the protester wishes to appeal the decision of the City Attorney and Finance Director the matter will be forwarded to the City of Wausau Finance Committee and the Common Council for the ultimate local disposition.

PURCHASE OF GOODS

1. Purchase of Goods under \$10,000 – may be made based on the best judgment of the department head or division director. However, it is recommended that competitive quotes be obtained. Specific procurement documentation is not required.
2. Purchase of Goods \$10,000 to \$50,000 – requires department head approval PRIOR to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department **MUST** obtain (3) three written quotations, if possible. Quote summary, request for quote documentation and written quotes must be submitted to the Finance Department with the purchase order request. Purchase orders will not be processed without the proper documentation.
3. Purchase of Goods in excess of \$50,000 – a formal bid process is required.
 - a. Requests for such bids shall be formally noticed. All notices and solicitations of bids shall state the time and place of the bid opening.
 - b. All bids shall be submitted sealed to the City Official designated in the bid packet and shall have the bid name and date identified on the envelope.
 - c. All sealed bids shall be opened and recorded by the Board of Public Works. The department head shall be responsible for the preparation of all plans, bid specifications, notices and advertising. Prequalification of bidders may be done at the discretion of the department head. A tabulation of bids received shall be available for public inspection. The Board of Public Works shall have the authority to award the contract when the costs of the purchase have been included within the approved City budget. Purchases that do not meet this criteria and are not otherwise authorized by law, rule or regulation, shall be authorized separately by the Common Council. All bid documentation shall be placed on file with the City Clerk.
 - d. In general, the contract shall be awarded to the lowest priced responsible bid, taking into consideration the following factors: the qualities of the goods supplied, conformity with specifications, product compatibility, maintenance costs, vendor support and delivery terms. Written documentation or explanation shall be required if the contract is awarded to other than the lowest responsible bidder. This documentation will include a justification as to why it was in the City's best interest to award the contract to other than the lowest responsible bidder.
4. Commodities \$10,000-\$50,000 – commodities subject volatile pricing such as fuel may through via written quotes. These purchases require department head approval prior to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department must obtain (3) written quotations, if possible. Quote summary, written quotes and any other available documentation must be submitted to the Finance Department with the purchase order request.
5. The department head shall administer the purchase.
6. The following items must be purchased using a centralized purchasing process:
 - a. Copiers - coordinated by the CCITC.
 - b. Computer hardware/software - coordinated by CCITC.
 - c. Cellular telephone, telephones, security cameras and similar communication and technology equipment – coordinated by CCITC.
 - d. Furniture – coordinated by Department of Public Works.
 - e. Office Supplies – coordinated by the Finance Department.
 - f. Janitorial Services – coordinated by Department of Public Works.
 - g. Vehicles and other rolling Stock – coordinated by Department of Public Works.

- h. Facility Maintenance, Repair and Improvement – coordinated by Department of Public Works.

PURCHASE OF SERVICES

Whenever practical the purchase of services should be conducted based upon a competitive process:

- Contractor services is defined as the furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor service include: refuse and recycling collection, snow removal, EMS billing services, janitorial, elevator maintenance, mailing, or delivery services. Contractor services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines. The cost shall be determined by considering the maximum total expenditure over the term of the contract.
- Construction services is defined as substantial repair, remodeling, enhancement construction or other changes to any City owned land, building or infrastructure. Procedures found with in State of Wisconsin Statute 62.15 and Wausau Municipal Code 12.08 shall take precedence. In absence of guidance in these areas, construction services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines.
 1. Construction projects greater than \$50,000 shall be approved by the Common Council prior to letting bids.
- Combined Goods and Services in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as a purchase of professional services.
- Professional services is defined as consulting and expert services provided by a company, organization or individual. Examples of professional services include: attorneys, certified public accountants, appraiser, financial and economic advisors, engineers, architect, planning and design. Professional services are generally measured by the professional competence and expertise of the provider rather than cost alone.
 1. Request for Proposal Required
 - a) If it is estimated that the service being solicited has a total cost of over \$50,000 a formal Request for Proposal shall be used to solicit vendor responses. The department head shall be responsible for the preparation of all Requests for Proposal specifications, notices and advertising. Prequalification of proposers may be done at the discretion of the department head.
 - b) The Purpose of an RFP is to solicit proposals with specific information on the proposer and the service offered which will allow the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost.
 - c) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable.
 - d) Requests for proposals shall be formally noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening.
 - e) Information to be requested of the proposer should include: Years of experience in the area desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff associated with the project/service, list of references, insurance information, In addition the proposal should provide information about the City, scope of services requested and desired outcomes or deliverables. The proposal should also identify evaluation factors and relative importance.
 - f) Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process.

- g) Proposals should be solicited from an adequate number of qualified sources. Requests for proposal should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses and a contact person.
- h) Proposals shall be opened and recorded by the Board of Public Works. A tabulation of proposals received shall be available for public inspection. All proposal documentation shall be placed on file with the City Clerk. The Department Head and selection committee (if applicable) will then review the proposals and make a selection.

2. Attorney Professional Services.

- a) The City Attorney shall hire and manage all outside legal counsel engaged to represent and/or advise the city regarding all matters of any character, in which the city is interested, before any court or tribunal.
- b) The City may enter into negotiated contracts without a competitive selection process for the procurement of services if the services are for professional services to be provided by attorneys who charge on an hourly basis, or who are designated by the city's liability insurance carriers. When retention of legal services to perform ongoing services in one type of matter, such as bond counsel or prosecution services, is required, the procurement policy, for professional services shall be followed. The City Attorney shall have authority to sign engagement letters on behalf of the City.
- c) The invoices of Counsel designated or engaged by the City's insurance carriers shall be monitored by the City Attorney and paid by the City up to the City's self-insured retention level for that matter, without further approval from the Finance Committee or Common Council. In all other matters, where the aggregate legal fees for any one matter, regardless of the time period during which work was performed, exceed \$50,000, the City Attorney shall inform the Common Council of the status of the matter and the amount of fees incurred to date.
- d) Billing Frequency and Format
 - i) Time Changes. Actual time should be billed in one-tenth (.10) hour increments.
 - ii) Billing Frequency. Invoices for legal services or expense shall be invoiced every 30 days from the date of initial suit assignment and monthly thereafter.

In any event, invoices submitted more than 60 days after the last date of legal services will require explanation of the billing delay to the City Attorney.

Invoices submitted more than one (1) year after the last date of legal services or expense will be rejected.

- Service contracts or agreements should be reviewed by the City Attorney and placed on file with the City Clerk.

SOLE SOURCE

Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. In advance of the purchase, 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, 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, aesthetic purposes or compatibility is an overriding consideration, the purchase is from another governmental body, continuity achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$ \$10,000 shall be evaluated and determined by the Department Head. No written documentation required.
2. Sole source purchase of \$10,000 to \$50,000 a formal written justification shall be forwarded to the Finance Director in advance of the purchase, who will concur with the sole source or assist in locating additional competitive sources.
3. Except for the purchases related to the Water and Sewer Utility, sole source purchase exceeding \$50,000 must be approved by the Finance Committee.
4. Sole source purchases related to the Water and Sewer Utility exceeding \$50,000 must be approved by the Wausau Waterworks Commission.

Sole Source Exemptions: The following purchases are exempt from competitive purchasing requirements and sole source documentation:

1. Software maintenance and support services when procured from the proprietary owner of the software.
2. Original equipment manufacturer maintenance service contracts, and parts purchases when procured directly from the original manufacturer/authorized dealer or representative.
3. Insurance policy purchases and services through CVMIC and TMIC of Wisconsin
4. Utility Services and Charges.
5. Marathon County Landfill
6. Services and products purchased from CCITC

BUDGET

All purchases shall be made in accordance with the budget approved by the Common Council. The department head has the responsibility for managing departmental spending to ensure the line item budget is not overspent and for initiating Transfer of Funds Requests when appropriate.

CONTRACT AUTHORIZATION

The Mayor is authorized to enter into contracts on behalf of the City of Wausau without additional council approval if the contracts meet the following criteria:

1. Purchase of Goods – The City may purchase equipment, furnishings, goods, supplies materials and rolling stock when the costs of the same have been included in the approved City Budget.
2. Purchase of Services – The City may contract for the purchase of services without Council resolution when the following conditions have been met:
 - a) The funds for services are included in the approved City budget.
 - b) The procurement for services complies with the procurement policy.
 - c) The City Attorney has reviewed and approved the form of the contract.
 - d) The contract complies with other laws, resolutions and ordinances.
 - e) The contract term meets one of the following criteria:
 1. The contract is for a period of one year or less, or
 2. The contract is awarded by the Board of Public Works, or
 3. The contract is for a period of not more than three years and the annual average cost of the services does not exceed \$25,000.
3. The following contracts require council approval:
 - (a) Collective Bargaining Agreements – Any contract between the City of Wausau and any collective bargaining unit representing City employees.
 - (b) Real Estate Purchases – Contracts for the sale or purchase of real estate where the City of Wausau is the proposed seller or purchaser. Council approval is **not** required for commencement of foreclosure action to collect a loan or other debt owed to the City when the debtor has failed to cure any default in payment of the loan or other obligation.
 - (c) Leases – Contracts for lease of real estate where the City is either a proposed landlord or a

proposed tenant exclusive of airport hangar, parking stall rentals and short term park facilities rentals.

- (d) Easements and Land Use Restrictions – Contracts for easements, restrictive covenants or other limitations which may be placed upon the use of any City-owned property.
- (e) Intergovernmental Contracts in excess of \$10,000 – Contracts between the City of Wausau and other local, state or federal governments or agencies except, cooperative purchasing agreements.
- (f) Development Agreements – Contracts for the provision of infrastructure, financial assistance or other incentives by the City for the benefit of a developer or business venture.
- (g) City Services – Contracts whereby the City of Wausau agrees to provide services to another party.
- (h) Managed competition, outsourcing contracts – Contracts for labor or personal services to be performed by persons who are not city employees for work that has been performed by city employees within the past five (5) years and the contract will result in the elimination of positions and the layoff of personnel.

4. The common council delegates contract approval to the department level for the following:

- (a) Community Development Housing and Commercial Development Loans and Grants issued from grants and related program income.

Contracts shall be signed by the Mayor and counter-signed by the City Clerk, City Finance Director and City Attorney. The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract. The City Attorney shall approve the contract as to form and the City Clerk shall attest to the Mayor's signature. Contract change orders may be signed by the Board of Public Works as long as the change order does not materially change the work performed and funds are available within the budget. Purchase for goods or services valued at \$10,000 or less, with a purchase order, may be signed by individual department directors as long as the purchase is provided in the budget.

H:\fwcommon\financialpolicies\procurementpolicy.wpd

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Plan Commission Approving Adoption of the Public Participation Plan for the City of Wausau Comprehensive Plan.

Committee Action: Approved 7-0

File Number: 01-0907

Date Introduced: May 12, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
COSTS	<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>	
	<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>	
SOURCE	<i>Debt Finance:</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:</i>	<i>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 is required to prepare and adopt a Comprehensive Plan as outlined in Wisconsin Statutes; and

WHEREAS, the State of Wisconsin requires that Comprehensive Plans be updated no less than once every ten years; and

WHEREAS, the most recent City of Wausau Comprehensive Plan was updated in 2017; and

WHEREAS, the State of Wisconsin requires that written procedures be adopted that are designed to foster public participation during the comprehensive planning process; and

WHEREAS, public participation, community engagement, and stakeholder outreach are essential to any meaningful planning process; and

WHEREAS, City Council of the City of Wausau believes that regular, meaningful public involvement in the comprehensive planning process is important to ensure that the resulting Comprehensive Plan reflects the desires and expectations of the public to the maximum extent practicable; and

WHEREAS, the Plan Commission of the City of Wausau did review the Public Participation Plan at their regular meeting on April 21, 2026, found that it includes a purpose, objectives for public involvement, a communication and outreach strategy, public participation activities, and a timeline for implementation, and did therefore, recommend approval to the City Council.

NOW THEREFORE, BE IT RESOLVED, that the City of Wausau does approve and authorize the Public Participation Plan as presented.

Approved:

Doug Diny, Mayor

City of Wausau
2027 Comprehensive Plan
Public Participation Plan (PPP) Draft

This plan sets forth the process the City of Wausau will use to foster inclusive and equitable public participation by meeting and exceeding state comprehensive planning law. The Public Participation Plan (PPP) is a framework to inform and involve the public as the comprehensive plan is developed.

1. Requirement

The Wisconsin Comprehensive Planning Law, ss. 66.1001, requires that the governmental body of a local governmental unit (municipality) is engaged in comprehensive planning.

“...adopt written procedures that are designed to foster public participation, including open discussion, communication programs, information services, and public meetings for which advance notice has been provided in every stage of the preparation of a comprehensive plan. The written procedures shall provide for a wide distribution of proposed, alternative, or amended elements of a comprehensive plan and shall provide an opportunity for written comments on the plan to be submitted by members of the public to the governing body and for the governing body to respond to such written comments.”

2. Purpose

This PPP is intended to exceed the statutory guidelines established above. It outlines the strategy for encouraging City residents and others to review and provide input on the development, evaluation, and adoption of the City of Wausau Comprehensive Plan that is being prepared in accordance with Chapter 66 Wisconsin Statutes. The public participation process is intended to generate an open dialogue between all interests involved in the development of the comprehensive plan. These public participation procedures are intended to be a somewhat flexible guide except where State law requires that a specific procedure be followed to adopt, amend, or implement the plan.

The public participation process is also intended to be an ongoing and dynamic activity that can be responsive to changing social and political conditions in the community. The general nature of this public participation effort should provide the flexibility needed to adapt to changing conditions in the community while still meeting the requirements of Wisconsin’s planning law. It is intended that meaningful public participation occurs at all phases of the planning process, from its early beginnings through implementation and amendment.

3. Objectives for Public Involvement

The following is a list of objectives for public participation that Wausau would like to achieve throughout the development and subsequent adoption of the City of Wausau Comprehensive Plan:

- That all residents of Wausau are given an opportunity to become fully aware of the comprehensive planning process and are encouraged to participate in each stage of that process.

- That the City’s public participation efforts are intended to engage people of all ages, races, ethnic backgrounds, income levels, and physical and mental abilities.
- That the public has opportunities to provide both formal and informal input to the City Plan Commission and other advisory bodies as well as to the decisions of the Wausau Common Council.
- That the public has access to technical information gathered and reports prepared as part of the plan development, implementation, and amendment processes.
- That public input is elicited through a variety of means in such a way that it may be carefully considered and responded to in a timely fashion.
- That public input is shared with other appropriate governmental units, including adjacent communities, school districts, and Marathon County, where applicable.
- That public involvement will ultimately strengthen the sense of community present in Wausau and further the vision of active and positive participation in the governmental decision-making process.

4. Communication and Outreach Strategy

Core Team

The core team is responsible for managing the process and scope of the project and producing specified deliverables and documents. The core team includes the following:

- **The City of Wausau staff** will be primarily responsible for coordination with the North Central Wisconsin Regional Planning Commission (NCWPRC), City staff departments, City Council, and Plan Commission. They will also be responsible for assisting with public engagement activities, coordinating meeting logistics, and review of drafted documents and engagement materials.
- **The North Central Wisconsin Regional Planning Commission (NCWRPC)** will be primarily responsible for plan development, mapping, and oversight of public engagement including development and administration of a community survey.

Plan Commission and Common Council

The Plan Commission and Common Council will serve as the primary bodies utilizing the updated Comprehensive Plan to inform and guide decision making. These groups will remain informed and be actively involved throughout the updating process. There will be touchpoints with the Plan Commission approximately every 2-3 months during their regularly scheduled meetings. They will have the opportunity to review plan chapters and review public engagement results. The Common Council will have the opportunity to review public engagement results when summarized and the draft plan in its entirety when complete.

Wausau Community

Several methods of engagement will be utilized to collect community feedback. These engagement strategies will seek to engage a wide range of stakeholders and residents on a variety of topics. An honest attempt will be made to meet people where they are using in person and virtual methods.

5. Public Participation Activities

Most of the public participation activities will center on public information and education, public input and, where appropriate, response from the City Plan Commission and City staff. Public meetings, stakeholder interviews, neighborhood groups, focus groups, newsletters, press releases, social media posts, and other opportunities will be employed to release information and allow community input on the development of the City’s Comprehensive Plan. The City’s website will be used extensively to provide the most complete and up-to-date information about the Comprehensive Plan and the planning process.

6. Engagement Strategies and Tasks

Strategy	Details	Roles
Project Website	<ul style="list-style-type: none"> • A project page will be maintained on both the City website and the NCWRPC website. • All updates including draft chapters, public engagement information, and survey documents will be made available. 	<ul style="list-style-type: none"> • City staff will maintain the City website. NCWRPC staff will update the NCWRPC website.
Communication	<ul style="list-style-type: none"> • Project Website updates • Press release (1 for draft plan review, 1 for adoption) • Social media posts – when public engagement opportunities arise • Public meeting notices 	<ul style="list-style-type: none"> • City staff and NCWRPC to update their respective websites. • City staff to create press releases and social media posts. • Public meetings are noticed and open to the public.
Survey	<ul style="list-style-type: none"> • A public survey will be created and made widely available to the public in digital and written format with translation available upon request. 	<ul style="list-style-type: none"> • NCWRPC will be responsible for creation of the survey, will City staff assisting with dissemination.
Meeting in a Box	<ul style="list-style-type: none"> • City staff will create a package that can be picked-up at City Hall or downloaded from the project page. 	<ul style="list-style-type: none"> • City staff will develop materials under the advisement of the Plan Commission. Results will be collected by City staff.
Pop-Ups	<ul style="list-style-type: none"> • City staff will facilitate survey push-out, display of maps/materials and/or Meeting-in-a-Box responses at up to 3 pop-ups which are smaller stands at existing events throughout the City. 	<ul style="list-style-type: none"> • City staff will assemble materials and host the pop-up meetings.

Stakeholder Interviews	<ul style="list-style-type: none"> Stakeholders could be real-estate representatives, business owners, Alders, Committee Chairs, non-profit leaders, community group leaders, or others. 	<ul style="list-style-type: none"> NCWPRC will assemble a stakeholder list and conduct stakeholder interviews.
Neighborhood Groups	<ul style="list-style-type: none"> Provide an overview of the Comprehensive Plan and information about engagement strategies including surveys, Meeting-in-a-Box, and other opportunities. 	<ul style="list-style-type: none"> Staff will coordinate with Alders and offer to attend neighborhood meetings and provide a 10-15 minute presentation including a Comp Plan overview and Q & A.
Focus Groups	<ul style="list-style-type: none"> Focus groups are meetings of about 10 people to have deep discussions. Up to 5 total focus group meetings will be hosted during this process. Topics could include the following and will be selected in partnership with the Plan Commission. <ul style="list-style-type: none"> Historical/cultural resources Downtown Economic Development Housing Transportation Parks/community facilities 	<ul style="list-style-type: none"> NCWRPC will assist with assembling the Focus Group teams and creating talking points. City staff will facilitate the discussion. NCWRPC will assemble the results.
Public Involvement Summary	<ul style="list-style-type: none"> A summary of public engagement results will be prepared and will be included as an appendix to the Comprehensive Plan 	<ul style="list-style-type: none"> NCWRPC staff will prepare the summary document.

Throughout the plan process, the Plan Commission will act as the standing oversight committee. The Plan Commission will review the plan and recommend its approval to the Common Council.

7. Timeline, Distribution, Implementation, & Update

The following page features a tentative schedule for the entire comprehensive plan update process, which is subject to change as needed. Upon completion and adoption of the Comprehensive Plan, it will be distributed to all adjoining units of government, Marathon County, the Wisconsin Department of Administration, and other interested parties. The City will make its best efforts to implement the findings of the Comprehensive Plan through a variety of tools, including zoning. As with all plans, it is critical for them to be maintained and updated on a regular basis.

Timeline for the City of Wausau Comprehensive Plan Update. This timeline is subject to change as needed throughout the planning process.

Planning Activity		Spring 2026	Summer 2026	Fall 2026	Winter 2026-2027	Spring 2027	Summer 2027	Fall 2027	Winter 2027-2028
Draft 1 Chapters and Maps Reviewed by Plan Commission	1. Issues & Opportunities								
	2. Natural Resources								
	3. Housing								
	4. Transportation								
	5. Utilities & Community Facilities								
	6. Economic Development								
	7. Downtown								
	8. Cultural Resources								
	9. Land Use								
	10. Intergovernmental Cooperation								
	11. Implementation								
Final Draft	All Chapters and Maps								
Public Participation	Adopt Public Participation Plan								
	Public Survey								
	Neighborhood Groups								
	Meeting-in-a-Box/Pop-ups								
	Stakeholder Interviews								
	Focus Groups								
	Public Participation Summary								
Adoption	Plan Commission Resolution								
	Public Hearing/Notifications								
	City Council Adoption								
	Final Plan Distribution								

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from Plan Commission Rezoning 230 E. Thomas Street from a (NMU) Neighborhood Mixed-Use Zoning District to a (TF-10) Two-Flat Residential Zoning District.

Committee Action: Approved 7-0

File Number: 26-0504

Date Introduced: May 12, 2026

Ordinance Number: 61-4057-749

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

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

Lot nine (9) in Block two (2) of Williams and Emter Addition to Wausau, Marathon County, Wisconsin, and that part of Government Lot three (3) in Section thirty-five (35), Township twenty-nine (29) North, Range seven (7) East in the City of Wausau, Marathon County, Wisconsin, lying between the East and West lines of said Lot nine (9) extend North to the river

now comprising a part of NMU, Neighborhood Mixed-Use Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to TF-10, Two-Flat Residential Zoning District.

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

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

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

Adopted: 5/12/2026
Approved: 5/13/2026
Published: 5/20/2026
Attest: 5/13/2026

Approved:

Doug Diny, Mayor

Attested:

Kody Hart, Acting City Clerk



MEMO

TO: Plan Commission
FROM: Patrick Gatterman, Economic Development Manager
DATE: 03/11/26
RE: 230 E. Thomas Street Rezone Request

The East Thomas Street Corridor has been recently reconstructed, including reestablishing the road which has resulted in several vacant lots that are now owned by the City of Wausau.

These lots have had both Phase 1 and Phase 2 Environmental Studies completed by Ramboll and have been cleared for re-use by the Wisconsin Department of Natural Resources.

The Neighborhood Group has had several meetings to discuss the future of the lots, which concluded to keeping them single-family homes.

To meet lot requirements for the single-family homes, both a rezone and lot combination will be required.

This request is to rezone 230 E. Thomas Street from Neighborhood Mixed Use (NMU) to Two-Flat Residential (TF-10) to stay consistent with the neighborhood (Appendix A).

The rezoning of 230 E. Thomas Street to TF-10 will allow a lot-combination with 226 E. Thomas Street to meet minimum lot requirements.

Legal Description: WAUSAU, CITY OF-WILLIAMS & EMTERS ADDITION (2917960) Lot: 9 Block: 2
Municipality: WAUSAU, CITY OF-291 Parcel ID: 29129073540035
Section: 35 Township: 29 Range: 7 Other Lot: GOV 3 Municipality: WAUSAU, CITY OF-291 Parcel ID: 29129073540035



STAFF REPORT

To: Plan Commission
Prepared By: Brad Lenz, AICP, City Planner
Date: April 21, 2026

REQUESTED ACTION:

Zoning Map Amendment

230 E. Thomas Street from NMU to TF-10

LOCATION: 230 E. Thomas Street

APPLICANT: Community Development Department, City of Wausau

EXISTING ZONING: **(NMU) Neighborhood Mixed Use Zoning District**
Intent. This district is intended to permit residential development and small-scale commercial uses that are compatible with adjacent residential uses and established neighborhood-level commercial corridors. Residential uses are intended to occur at an approximate density of ten dwelling units per acre.

EXISTING LAND USE: Vacant

SIZE OF PARCEL: 0.075 acres

REQUESTED ZONING: **(TF-10) Two-Flat Residential-10 District**
Intent. This district intended to create, preserve, and enhance areas for single family detached and two flat dwellings at an approximate density of ten dwelling units per acre.

PURPOSE: To allow for a lot-combination with the neighboring parcel (226 E. Thomas St) by first matching zoning districts.

COMPREHENSIVE PLAN: **Chapter 3 – Housing**
Objective 2 - Promote programs and policies that provide housing opportunities for all residents.
Objective 3 - Encourage a variety of housing types throughout the City without concentrating any particular type of housing within one neighborhood.

Future Land Use Map – Urban Residential Transect

A transect provides a geographic cross section of a city or region used to identify a range of environments by their level and intensity of urban character – ranging from rural to urban. A transect provides an indication of expected density and scale, rather than specific uses allowed.

The Urban Residential transect lies between the sparser suburban transects and the densest City Center transect. A variety of low-to mid-density housing types would fit within this transect. Both the existing (NMU) and proposed (TF-10) zoning districts fall within the Urban Residential transect; the intent of both districts is to permit residential uses at a density of approximately ten (10) units per acre.

OTHER PLANS:

2022 Wausau Metropolitan Area Housing Assessment

This study recommends that all eight municipalities actively pursue new construction of housing of all types and prices (while encouraging the preservation of existing housing).

BACKGROUND INFORMATION:

The subject parcel is a remnant from the Thomas Street reconstruction project that occurred a number of years ago. The size of the existing parcel by itself makes it difficult for infill development. Staff has looked at the dimensions of this parcel along with the parcel to the west (226 E. Thomas Street) and determined that combining the two parcels into one would make redevelopment more feasible. Before two lots can be combined, however, they must have the same zoning district.

CRITERIA FOR APPROVAL

Section 23.10.31(4)(b) of the zoning code outlines the review criteria for review of a Zoning Map Amendment. Staff has provided an analysis below:

- 1. Advances the purposes of this title as outlined in section 23.01.03 and the applicable rules of the Wisconsin Department of Administration and the Federal Emergency Management Agency.**

This proposal encourages appropriate density and intensity of development at a level that is compatible with existing public infrastructure and facilities. It increases the ability to construct much needed housing within the City, while keeping in scale, character, and urban design of the area. Additionally, the proposed Zoning Map Amendment will be consistent with the applicable rules of the Wisconsin Department of Administration and the Federal Emergency Management Agency.

- 2. Is in harmony with the Comprehensive Plan.**

The proposed zoning map amendment aligns with the goals, objectives, and action steps of the Comprehensive Plan, particularly the Housing chapter, as noted above. Also, both the existing and proposed zoning districts fall within the same the Future Land Use Transect.

3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.

The proposed zoning district allows the same density of residential uses as the existing zoning district (i.e., ten dwelling units per acre). The proposed residential zoning district is more restrictive in that it does not allow a number of the commercial uses permitted in the mixed-use districts.

The proposed TF-10 currently exists on the same side of the street (to the west), as well as across the street (to the south) from the subject parcel. To the east and north is land essentially taken up by the River Edge Parkway.

4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:

- a. **The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.**
- b. **A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.**
- c. **Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.**
- d. **Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.**

The proposed Zoning Map Amendment is not a direct response to any of the factors listed above, but as noted, the Thomas Street reconstruction project changed the dimensions of the subject parcel and its neighbor such that combining the lots makes redevelopment more feasible.

STAFF RECOMMENDATION

The staff recommendation is to approve the proposed Zoning Map Amendment at 230 E. Thomas Street from (NMU) Neighborhood Mixed Use Zoning District to (TF-10) Two-Flat Residential-10 Zoning District.

COMMITTEE ACTION

Plan Commission shall make a recommendation for approval or denial to the Common Council. The Council will then determine whether to approve, approve with modifications, or deny the proposed Zoning Map Amendment.



Zoning Map Amendment Application

City of Wausau | 407 Grant St Wausau WI 54403
715-261-6780 (Inspections/Zoning) | 715-261-6760 (Planning)
inspections@wausauwi.gov

If you are requesting a zoning map amendment, provide the information below. Payment must be received by the deadline of hearings/meetings¹. Should you have any questions about this form or the City's rezoning process, contact Zoning or Planning (phone numbers listed above).

¹ Fee Schedule and Deadlines is posted online <https://www.wausauwi.gov/your-government/inspections/zoning-ordinances>

1. Petitioner Info

A. Primary Petitioner	
Name:	City of Wausau-Community Development Department
Address:	407 Grant Street, Wausau, WI 54403
Phone Number:	715-261-6686
Email:	randy.fifrick@wausauwi.gov

B. Petitioner's Representative (if different from Primary)	
Name:	
Address:	
Phone Number:	
Email:	

C. Additional Petitioners (if any)	
Name:	
Address:	
Phone Number:	
Email:	

D. Additional Petitioners (if any)	
Name:	
Address:	
Phone Number:	
Email:	

2. Property Owner(s)

Must list **EACH** additional property owner within the area proposed for rezoning. If the primary petitioner owns **ALL** the proposed rezone properties, merely indicate "NONE" on Owner 1's name. Add an additional page, if necessary.

A. Owner 1	
Name:	City of Wausau
Address:	407 Grant Street, Wausau, WI 54403
Phone Number:	715-261-6680
Email:	randy.fifrick@wausauwi.gov

B. Owner 2 (if applicable)	
Name:	City of Wausau
Address:	407 Grant Street, Wausau WI 54403
Phone Number:	715-261-6680
Email:	randy.fifrick@wausauwi.gov

3. Address(es) Info

A. Address(es) of Properties to be Rezoned:	230 E. Thomas Street
--	----------------------

B. Zoning District Info

Existing zoning district of the lands listed in this petition?	NMU-Neighborhood Mixed Use
Proposed zoning district of the lands listed in this petition?	Two-Flat Residential TF-10
Proposed land use(s) following rezoning?	Single Family Home

C. Narrative, Legal Description, Map, and Other Information

- Provide a **brief narrative** justifying the rezoning of the property/properties.
- Attach a **legal description** for all the areas proposed for rezoning. (*Available Marathon County's Ascent Land Records.*)
- Attach a **map of the area** showing the parcels proposed to be rezoned, adjacent streets, and existing zoning on the parcels.
- Other Information** you feel might be helpful in evaluating your proposal.

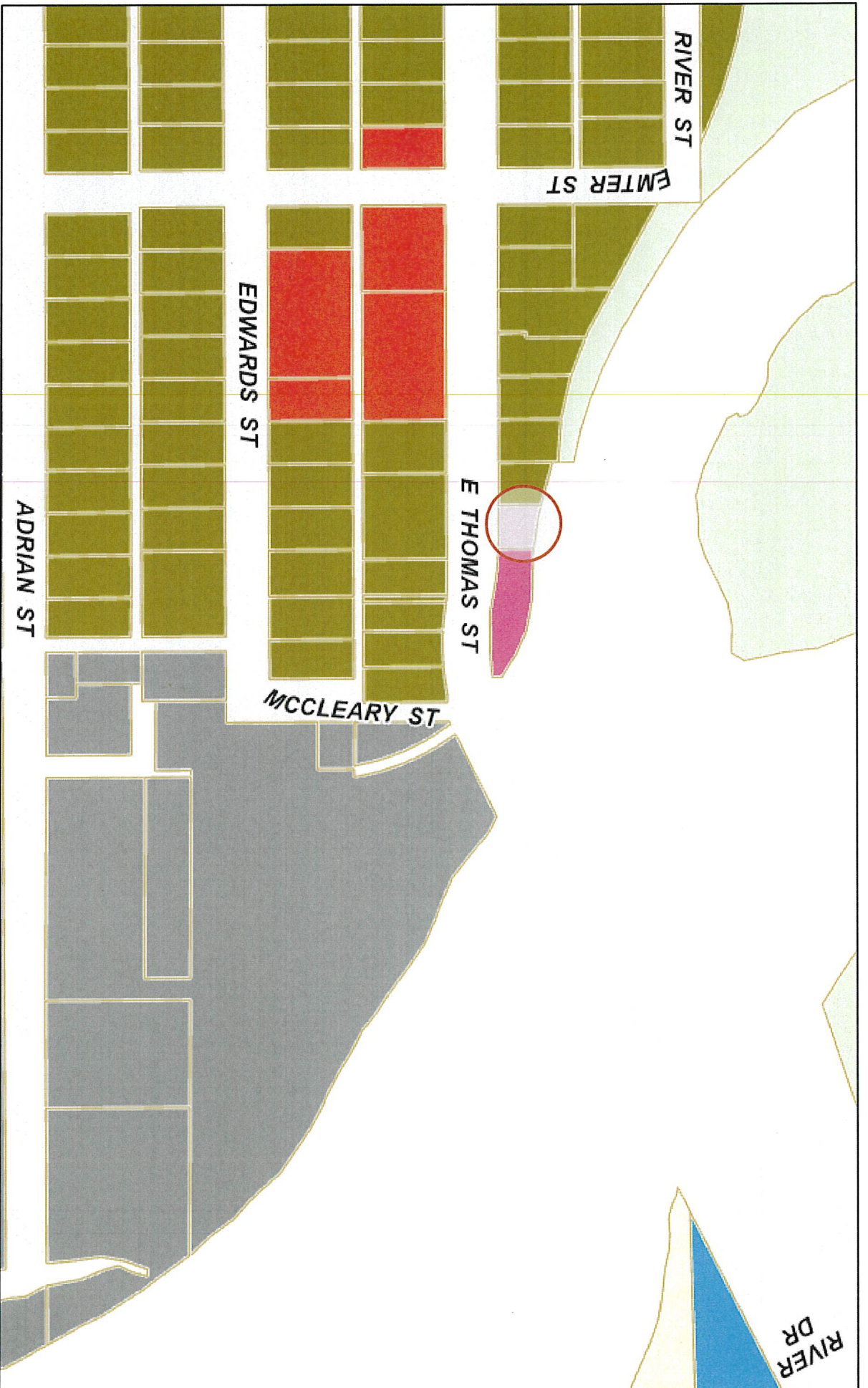
4 Payment Type

- Via Online (Send billing to email address: _____)
- By Check (Make Check Payable to "City of Wausau", and deliver it to City of Wausau – Zoning 407 Grant St Wausau WI 54403)

5 Signature of Petitioner

Randy Fifrick		3/12/2026
Petitioner's Print Name	Petitioner's Signature	Date

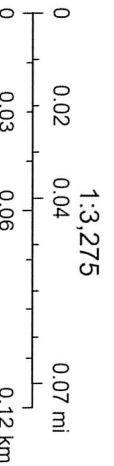
230 E. Thomas Street Current Zoning



3/12/2026, 9:33:52 AM

- Parcel
- Right Of Way
- Zoning
- SR-2 - Single Family Residential

- TF-10 - Two-Flat Residential
- PUD - Planned Unit Development
- RH-35 - Rural Holding
- I - Institutional
- NMU - Neighborhood Mixed-Use
- UMU - Urban Mixed-Use
- HI - Heavy Industrial
- Municipal Boundaries



CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Approving 2026 Community Development Block Grant Program Year Allocation.

Committee Action: Passed 5-0

File Number: 26-0505

Date Introduced: May 12, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES [<input checked="" type="checkbox"/>]	NO [<input type="checkbox"/>]	CDBG annual allocation	
COSTS	<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>	
	<i>Fee Financed:</i>	YES [<input type="checkbox"/>]	NO [<input type="checkbox"/>]	<i>Amount:</i>	
SOURCE	<i>Grant Financed:</i>	YES [<input checked="" type="checkbox"/>]	NO [<input type="checkbox"/>]	<i>Amount:</i> \$582,106	
	<i>Debt Finance:</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:</i>	<i>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 is in its second year of its 2025-2029 5-Year Consolidated Plan, and

WHEREAS the Citizens Advisory Committee for Community Development held two public hearings, one working session, and has prepared a proposed Block Grant program funding recommendation to the Finance Committee in which the Finance Committee has approved said plan, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the proposed 2026 Action Plan in the amount of \$582,106 for the Community Development Block Grant (CDBG) Program be and the same is hereby approved and its filing with the appropriate agency is hereby authorized, and that the Common Council acknowledges all understandings, assurances and certifications contained in said 2026 Action Plan, and

BE IT FURTHER RESOLVED, that the Mayor is designated as the authorized representative of the City to act in connection with said plan, to provide any and all additional information or program reports as may be required, and that the Mayor is hereby authorized to execute any documents and subrecipient agreements which are necessary for the implementation and expenditures of the 2026 Community Development Block Grant Program.

Approved:

 Doug Diny, Mayor



TO: Finance Committee Members
FROM: Tammy Stratz, Community Development Manager
DATE: April 14, 2026
RE: 2026 Community Development Block Grant Program

The Citizen's Advisory Committee held two public hearings in 2025 to receive comments on community needs, program performance, and the proposed 2026 CDBG program funding. On November 20, 2025, they held a working session to develop the proposed objectives and use of funds. For planning purposes, we estimated \$549,000, a reduction of 5% from 2025's allocation.

On April 6, 2026, staff received the actual allocation - \$582,106, which is \$33,106 more than estimated! At the January 2026 meeting, the Committee agreed that any variance within 10% of the estimated allocation should be split equally between homeowner rehabilitation and acquisition. However, an equal split would have exceeded the homeowner rehabilitation request, so that program was fully funded at \$50,000 and the remaining amount was allocated to Acquisition, bringing it to \$221,106. Any variance over 10% would have required a public meeting.

Attached is the funding breakdown showing the initial and final recommendations from the committee. As a reminder, public service activities are capped at 15% (\$87,315) and Administration at 20% (\$116,421). Our public service and administrative requests are below those limits.

The primary goal of the Housing and Community Development Act is to support a safe and strong community by providing decent housing, suitable living environments and expanding economic opportunities with a focus on low- and moderate-income residents. To be considered for funding, activities must be identified as a high priority in the 5-year Consolidated Plan and must meet one of the three national objectives listed below. All activities recommended by the Committee meet this requirement.

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slums and blight
- Address urgent community needs that pose a serious or immediate threat to health.

The 2025-2029 Consolidated Plan can be found here:

- <https://www.wausauwi.gov/your-government/development-division/reports-and-notice>

and the proposed 2026 Action Plan can be found here:

- <https://www.wausauwi.gov/home/showpublisheddocument/16056/639071050896270000>

Following this memo are the required certifications for the mayor's signature and the recommended allocations for review. If you have any questions, please contact me at 715-261-6682 or tammy.stratz@ausauwi.gov.



2026 CDBG Program Allocation

Activity Code	Applicant/Agency	Funding Requests	CAC Guidance	Actual Allocation	Finance Approval
A - 570.206	Community Development Department <i>*Administration</i>	\$ 100,000	\$ 100,000	\$ 100,000	
H - 570.202(b)	Community Development Department <i>*Homeowner Rehabilitation</i>	\$ 50,000	\$ 40,000	\$ 50,000	
H - 570.202(a)	Community Development Department <i>*Acquisition</i>	\$ 250,000	\$ 198,000	\$ 221,106	
PF - 570.201 (c)	City of Wausau - Engineering (Present: 10/23/25) <i>*John Muir Middle School Sidewalk Improvements</i>	\$ 90,000	\$ 90,000	\$ 90,000	
PF - 570.201 (c)	Adaptive Communities (Present: 10/29/25) <i>*Wheelchair Elevator for Adaptive</i>	\$ 40,000	\$ 40,000	\$ 40,000	
PS - 570.201 (e)	Big Brothers Big Sisters of Northcentral WI (Present: 10/23/25) <i>*The Nest Mentoring Center</i>	\$ 25,000	\$ -		
PS - 570.201 (e)	Boys & Girls Club of the Wausau Area (Present: 10/29/25) <i>*Wausau Area Elementary Center</i>	\$ 25,000			
PS - 570.201 (e)	CASA of Marathon County, Inc. (Present: 10/29/25) <i>*Volunteer Supervision Growth & Program Sustainability Initiative</i>	\$ 25,000	\$ 24,000	\$ 24,000	
PS - 570.201 (e)	Children's Imaginarium (Present: 10/9/25) <i>*The STEM Journey: Discover, Create, Share</i>	\$ 10,000	\$ -		
PS - 570.201 (e)	Community Center of Hope (Present 10/29/25) <i>*Food Pantry</i>	\$ 10,000	\$ -		
PS - 570.201 (e)	Community Partners Campus (Present: 10/29/25) <i>*Support & Resources Program</i>	\$ 25,000	\$ 24,000	\$ 24,000	
PS - 570.201 (e)	New Beginnings for Refugees, Inc. (Present: 10/29/25) <i>*R.E.A.C.H. Resiliency, Empowerment, Advocacy, Community Engagment, Hope</i>	\$ 25,000	\$ 24,000	\$ 24,000	
PS - 570.201 (e)	Wausau School Foundation (Present: 10/23/25) <i>*Waldron Student Emergency Program</i>	\$ 9,000	\$ 9,000	\$ 9,000	
PS - 570.201 (e)	Wisconsin Judicare, Inc (Present: 10/23/25) <i>*Judicare Community Law Clinic</i>	\$ 25,000	\$ -		
TOTAL		\$ 709,000	\$ 549,000	\$ 582,106	\$ -

Note: Public Service Funding is Capped at 15% of Entitlement

Estimated 2026 Entitlement **\$ 549,000**

Actual 2026 Entitlement **\$ 582,106**

Code	Definitions
A	Administration/Planning
C	Clearance
ED	Economic Development
H	Housing
PF	Public Facility
PS	Public Service
SB	Slum & Blight

	Cap %	Cap Est.	Cap Actual	Requested
Administration	20%	\$ 109,800	\$ 116,421	\$ 100,000
Public Service	15%	\$ 82,350	\$ 87,316	\$ 179,000
Public Facility	0%	N/A	N/A	\$ 130,000
Housing	0%	N/A	N/A	\$ 300,000
Slum & Blight	0%	N/A	N/A	\$ 709,000

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="04/30/2026"/>	4. Applicant Identifier: <input type="text" value="WI556980"/>
--	---

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="CITY OF WAUSAU"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="39-6005648"/>	* c. UEI: <input type="text" value="D56SVA7K6C57"/>

d. Address:

* Street1: <input type="text" value="407 GRANT STREET"/>
Street2: <input type="text"/>
* City: <input type="text" value="WAUSAU"/>
County/Parish: <input type="text" value="MARATHON"/>
* State: <input type="text" value="WI: Wisconsin"/>
Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code: <input type="text" value="54403-4737"/>

e. Organizational Unit:

Department Name: <input type="text" value="DEVELOPMENT DEPARTMENT"/>	Division Name: <input type="text" value="COMMUNITY DEVELOPMENT"/>
--	---

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Mrs ."/>	* First Name: <input type="text" value="TAMMY"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="STRATZ"/>	
Suffix: <input type="text"/>	

Title: <input type="text" value="COMMUNITY DEVELOPMENT MANAGER"/>

Organizational Affiliation: <input type="text"/>
--

* Telephone Number: <input type="text" value="715-261-6682"/>	Fax Number: <input type="text" value="715-261-4192"/>
---	---

* Email: <input type="text" value="TAMMY.STRATZ@WAUSAUWI.GOV"/>

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Assistance Listing Number:

14.218

Assistance Listing Title:

COMMUNITY DEVELOPMENT BLOCK GRANT / ENTITLEMENT GRANTS

*** 12. Funding Opportunity Number:**

14.218

* Title:

ENTITLEMENT GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

CITY OF WAUSAU COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="582,106.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="125,000.00"/>
* g. TOTAL	<input type="text" value="707,106.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: *First Name:
Middle Name:
*Last Name:
Suffix:

*Title:

*Applicant Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.
2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).
3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.
4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which

- is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.
5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.
 6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.
 7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.
 8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.
 9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature:

*Date:

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Mayor, City of Wausau
Title

Date

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation - It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan - Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan - It is following a current consolidated plan that has been approved by HUD.

Use of Funds - It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).
2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year 2026, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70% of the amount is expended for activities that benefit such persons during the designated period.
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.
4. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.
5. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force - It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws - The grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint - Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws - It will comply with applicable laws.

Signature of Authorized Official

Mayor, City of Wausau

Title

Date

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Economic Development Committee Approving Consent to Transfer, Waiver of Right of First Refusal, Termination of Deed Restrictions and Approval of New Deed Restrictions for 725 S. 84th Avenue.

Committee Action: Approved 5-0

File Number: 26-0506

Date Introduced: May 12, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
COSTS	<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>	
	<i>Fee Financed:</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	<i>Amount:</i>	
SOURCE	<i>Grant Financed:</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	<i>Amount:</i>	
	<i>Debt Finance:</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:</i>	<i>Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, on November 1, 2002, The property was deeded from the City of Wausau to Bennett Hardwoods, Inc including the Deed Restrictions and City’s right to repurchase the property; and

WHEREAS, Bennett Hardwoods, Inc received an offer to purchase the property at 725 S. 84th Avenue, for \$1,000,000 from JM Building Management LLC, which was accepted; and

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

WHEREAS, your Economic Development Committee at their April 5, 2026 meeting discussed and recommended approval of the consent to transfer, waiving the City’s right to repurchase the property, to release and terminate all existing deed restrictions and approve new deed restrictions contained in the Termination and Deed Restrictions for Wausau West Business and Industrial Park.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby consent to transfer, waive its right to exercise its option to repurchase the property, release and terminate all existing deed restrictions and approve the set of revised deed restrictions and authorizes the Mayor and Clerk to execute the Termination and Deed Restrictions for Wausau West Business and Industrial Park, as attached, for the property at 725 S. 84th Avenue

Approved:

Doug Diny, Mayor

Lisa Parsch

From: bennetthardwoods@aol.com
Sent: Monday, April 27, 2026 11:09 AM
To: Lisa Parsch
Subject: Sale of building 725 S 84th Ave

You don't often get email from bennetthardwoods@aol.com. [Learn why this is important](#)

To : City of Wausau

Our company Bennett Hardwoods Inc. would like to sell our building at 725 S. 84th Ave, Wausau WI to Diverse Foodworks Equipment LLC. The sale price would be One Million Dollars and close on June 1, 2026.

We are requesting the city of Wausau to consider waiving their first right to repurchase the property.

Thank you,

Katreen Abendroth

Vice President
Bennett Hardwoods Inc.

Please let me know if this email is sufficient for the meeting tonight.
Thank you,
Katreen Abendroth

Document No.

WARRANTY DEED
Document Title

THIS DEED, made between the City of Wausau, a Wisconsin municipal corporation, Grantor, and Bennett Hardwoods, Incorporated, a Wisconsin corporation, Grantee.

1296244
CITY OF WAUSAU/BENNETT HARDWOODS
REGISTER'S OFFICE
MARATHON COUNTY, WI
NOV 01 2002 4:05 PM

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate in Marathon County, State of Wisconsin:

Michael J. Sydow

REGISTER

12 - 92682
Lot one (1) of Certified Survey Map No. 12584 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 54 of Certified Survey Maps on page 92; being a part of the East one-half (E 1/2) of the Northwest quarter (NW 1/4) of Section thirty-six (36), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin.

Recording Area

Name and Return Address

Bennett Hardwoods, Inc.
210 McClellan Street
Wausau, WI 54403

PIN: 37.291.4.2906.362.0966

RE 1/2 NW

This is not homestead property.

Exempt from Fee & Transfer Return Under § 77.25 (2), Wis. Stats.

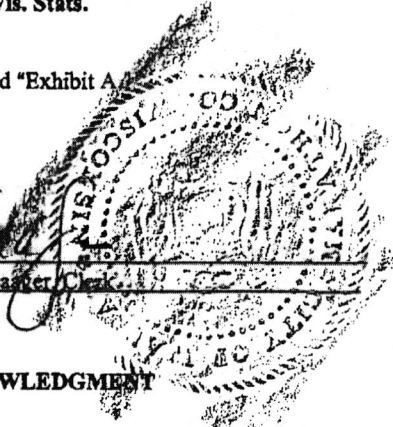
Exceptions to warranties: Subject to covenants, conditions, and restrictions attached hereto and marked "Exhibit A"

Dated this 31st day of October, 2002.

CITY OF WAUSAU BY:

Linda Lawrence
* Linda Lawrence, Mayor

Kelly Michaels-Saager
Kelly Michaels-Saager, Clerk



AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 2001.

ACKNOWLEDGMENT

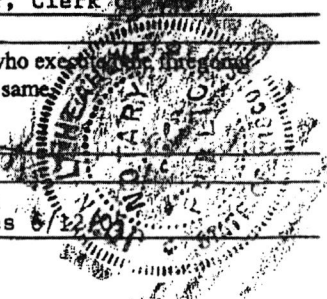
STATE OF WISCONSIN)
) ss.
MARATHON COUNTY)

Personally came before me this 31st day of Oct., 2002, the above named Linda Lawrence, Mayor
Kelly Michaels-Saager, Clerk
City of Wausau,

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jean L. Heahlke
* Jean L. Heahlke

Notary Public, State of Wisconsin
My commission: expires 6/22/03



*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY
William P. Nagle, City Attorney for the City of Wausau
City Hall, Wausau, WI 54403

1296244
1296244

STANDARD DEED RESTRICTIONS
FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK

1. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the original sale price, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

The offer to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk.

CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.
4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.
5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.
6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.
9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.
10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.
12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.
13. Before any outside area is used for storage, prior approval for such storage must be received, in writing, from CITY.
14. Before any outside area is used for storage parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.
15. On or within 60 days of October 31, 2003, CITY and BENNETT HARDWOODS, INCORPORATED, and/or any grantees and/or successors in interest of BENNETT HARDWOODS, INCORPORATED, shall meet and review plans for unused property on the 2.009-acre site; and if it is mutually determined that some of the property will not be used for development by BENNETT HARDWOODS, INCORPORATED, and/or the then current owners, that CITY shall have the option to purchase back the unused property at \$12,500 per acre.
16. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.
17. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
18. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
19. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

1296244 . .

Document No.

**TERMINATION AND DEED
RESTRICTIONS FOR
WAUSAU WEST BUSINESS
AND INDUSTRIAL PARK**

Document Title

THIS TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK (“Agreement”) is entered into this ____ day of May, 2026 by the CITY OF WAUSAU (“City”) and consented to by BENNETT HARDWOODS, INC., a Wisconsin corporation (“Owner”).

WHEREAS, Owner is the owner of the real property legally described on Exhibit A (“Property”);

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated October 31, 2002, recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1296244 (“Deed Restriction 1”);

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated May 13, 2003, recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1325654 (“Deed Restriction 2”);

Recording Area

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated May 13, 2003, recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1325655 (“Deed Restriction 3”);

Name and Return Address

James Horacek
N9586 Lake Road
Bowler WI 54416

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated May 13, 2003, recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1378388 (“Deed Restriction 4”); Deed Restrictions 1, 2, 3 and 4 are hereafter collectively referred to as the “Deed Restrictions”;

PIN: 291-2906-362-0966

WHEREAS, Owner has received an offer to purchase the Property from and Owner intends to transfer title to the Property to JM Building Management, LLC or its assigns (“Transfer”);

WHEREAS, the City desires to waive any right of first refusal or any other option or right to purchase the Property with respect to or as a result of the Transfer, and to otherwise terminate forever the Deed Restrictions;

WHEREAS, the City desires to institute, and the Owner desires to consent to, the terms and conditions of the New Deed Restrictions (as defined below) with respect to the Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Waiver of ROFR. The City hereby waives any right of first refusal or any other option to repurchase the Property with respect to or as a result of the Transfer.
2. Termination of Deed Restrictions. The Deed Restrictions, including, but not limited to, any City right of first refusal or option or right to purchase the Property, are hereby waived, released, and terminated forever.
3. New Deed Restrictions. The Property shall be subject to the following deed restrictions in favor of the City from and after the date hereof (collectively, the “New Deed Restrictions”):
 - a. CITY shall approve any sale or transfer of the property or improvements on the property to tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
 - b. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY’s zoning ordinances, and any and all other laws, codes and regulations.
 - c. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY’s zoning ordinances.
 - d. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code.
 - e. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other applicable laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
 - f. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.

- g. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
- h. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
- i. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
- j. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
- k. These restrictions replace and supersede any restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed.
- l. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
- m. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

Dated this ____ day of May, 2026.

CITY OF WAUSAU BY:

*Doug Diny, Mayor

* Kody Hart, Deputy City Clerk

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

authenticated this ____ day of _____, 2026.

) ss.

MARATHON COUNTY)

*
*TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

Personally came before me this ____ day of May, 2026, the above named Doug Diny, Mayor, and Kody Hart, Deputy Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of Wisconsin
My commission: _____

OWNER BY:

BENNETT HARDWOODS, INC.

*

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

authenticated this ____ day of _____, 2026.

) ss.

MARATHON COUNTY)

*
*TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

Personally came before me this ____ day of _____, 2026, the above named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of _____
My commission: _____

THIS INSTRUMENT DRAFTED BY
Vincent R. Bonino, Assistant City Attorney
for the City of Wausau
City Hall, Wausau, WI 54403

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lot one (1) of Certified Survey Map No. 12584 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 54 of Certified Survey Maps on page 92; being a part of the East one-half (E 1/2) of the Northwest quarter (NW 1/4) of Section thirty-six (36), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin.

Tax Key No. 291-2906-362-0966

Address: 725 S. 84th Avenue

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

RE/MAX Excel
Page 1 of 12, WB-15

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON March 24, 2026 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, James Horacek
4 offers to purchase the Property known as 725 South 84th Avenue

5
6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 625-
7 642, or attach as an addendum per line 668] in the _____ city _____ of _____ Wausau _____, County
8 of _____ Marathon _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One Million
10 _____ Dollars (\$1,000,000.00).

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

14
15
16 All personal property included in purchase price will be transferred by bill of sale or _____
17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**

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

21
22
23
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

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

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

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before March 27, 2026 _____ Seller may keep the Property
38 on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

44 **CLOSING** This transaction is to be closed on June 1, 2026
45 _____ or earlier as mutually agreed upon in writing _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

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

52 **EARNEST MONEY**
53 ■ EARNEST MONEY of \$ _____ accompanies this Offer.
54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
55 ■ EARNEST MONEY of \$ 10,000.00 will be mailed, or commercially, electronically
56 or personally delivered within 5 days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (~~listing Firm~~) (drafting Firm) (~~other identified as~~
58 RE/MAX Excel Trust Account) **STRIKE THOSE NOT APPLICABLE**

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

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

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

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

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

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

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated October 10, 2025 and a ~~Real Estate Condition Report, if applicable, dated~~
94 _____ , which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

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

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

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

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

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

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase|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 30 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 60 days after acceptance of this Offer. The financing selected shall be in an amount of not less than
345 \$ 790,000.00 for a term of not less than 12 years, amortized over not less than 20 years. Initial
346 monthly payments of principal and interest shall not exceed \$ 6,364.19. 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 7.500 %.

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 _____% ("4" 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 5 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 _____ days ("7" if left blank) before closing, estoppel 506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, 507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease 508 or tenancy.

509 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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 3% of the 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** Buyer to deliver to Seller letter from financial
626 institution with conditional approval for the purchase within 5 days of acceptance.

627 _____
628 Seller to replace the two A/C units within 7 days prior to closing. Seller is responsible
629 to insure the full A/C systems are functioning properly prior to closing.

630 _____
631 _____
632 _____
633 _____
634 _____
635 _____
636 _____
637 _____
638 _____
639 _____
640 _____
641 _____
642 _____

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: TJ Morice or office of NAIPfefferle

653 Name of Buyer's recipient for delivery, if any: Michelle Millikin or office of RE/MAX Excel

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: michelle@teamnextdoorwi.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 Seller Disclosure (blank) is/are made part of this Offer.
 669 This Offer was drafted by [Licensee and Firm] Michelle Melcher KEMAX Excel

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): Diverse Foodworks Equipment LLC → will be a new LLC
 683 (x) [Signature] Date 3/24/2026
 684 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

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

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

692 Seller Entity Name (if any): Bennett Hardwoods Inc
 693 (x) [Signature] Date 03/24/26
 694 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Katreen Abendroth, Authorized Officer Date ▲

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

697 This Offer was presented to Seller by [Licensee and Firm] Anthony P. Morice Jr. of NAI Pfefferle
 698 _____ on 3-24-2026 at 4 xxxx/p.m.

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

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

RE/MAX Excel

WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated March 24, 2026, and accepted on March 24, 2026,
2 for the purchase and sale of real estate at 725 South 84th Avenue, Wausau

3 _____, Wisconsin as follows:

4 Closing date is changed from _____, _____, to _____, _____.

5 Purchase price is changed from \$ _____ to \$ _____.

6 Other: _____

7 Buyer to take title of the property as JM Building Management LLC as Sole Member.

8 _____

9 Buyer agrees to provide all required corporation documentation to Runkel Abstract and
10 Title Company no later than May 15, 2026.

11 _____

12 All conditions and contingencies within the offer to purchase to remain the same.

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

29 _____

30 _____

31 The attached _____ is/are made part of this Amendment.

32 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

33 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
34 offering the Amendment on or before May 1, 2026 ^{05/01/26} (Time is of the Essence). Delivery
35 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Amendment.

37 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
38 **delivery as provided at lines 33-34.**

39 This Amendment was drafted by Michelle Millikin/Re/Max Excel on 04/28/2026
40 Licensee and Firm ▲ Date ▲

41 This Amendment was presented by Anthony P Morice Jr. of NAI Pfefferle 4-30-2026
42 Licensee and Firm ▲ Date ▲

43 (x) James Horacek 04/30/2026 (x) Bennett Hardwoods Inc
44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

45 Print name ▶ James Horacek Print name ▶ _____

46 (x) _____ (x) Katreen Abendroth 05/01/26
47 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

48 Print name ▶ _____ Print name ▶ Katreen Abendroth,
Authorized Officer

49 This Amendment was rejected _____
50 Party Initials ▲ Date ▲



State of Wisconsin
Department of Financial Institutions

Search for:
JM BUILDING MANAGEMENT

[Search](#)
[Advanced Search](#)
[Name Availability](#)
Search Records

Corporate Records

Result of lookup for **J068112** (at 5/5/2026 10:47 AM)

JM BUILDING MANAGEMENT, LLC

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID	J068112
Registered Effective Date	04/14/2026
Period of Existence	PER
Status	Organized Request a Certificate of Status
Status Date	04/14/2026
Entity Type	Domestic Limited Liability Company
Annual Report Requirements	Limited Liability Companies are required to file an Annual Report under s. 183.0212, WI Statutes.

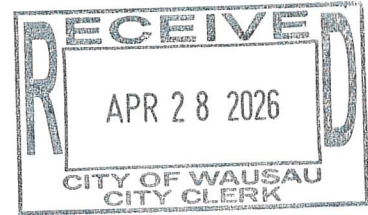
Addresses

Registered Agent Office	JAMES HORACEK N9586 LAKE ROAD BOWLER , WI 54416 File a Registered Agent/Office Update Form
--------------------------------	---

Principal Office	N9586 LAKE ROAD BOWLER , WI 54416 UNITED STATES OF AMERICA
-------------------------	--

Historical Information

Annual Reports	None
Certificates of Newly-elected Officers/Directors	None
Old Names	None



April 28, 2026

We, the undersigned members of the City of Wausau Common Council, pursuant to Rule 13 of Chapter 2.16 — Standing Rules of the Common Council, respectfully request that an agenda item be placed on the May 12, 2026 Common Council meeting agenda calling for a Committee of the Whole to discuss the City's budget process.

Purpose of the Committee of the Whole:

To provide an opportunity for the Common Council to engage in early discussion and alignment regarding:

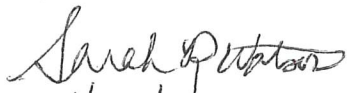
- Budget priorities
- Budget development strategies
- Budget timeline and key decision points

This conversation is intended to support collaboration between the Council and administration and to ensure that Council perspectives are incorporated early in the budget development process.

Proposed Agenda for the Committee of the Whole:

- Overview of the budget process, timeline, and constraints, presented by the Finance Director
- Council discussion on budget priorities
- Council discussion on budget development strategies
- Council discussion on timeline and key decision points
- Public Comment

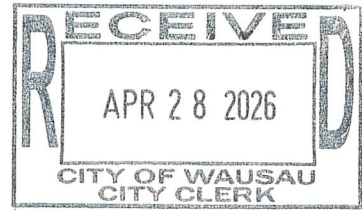
Respectfully submitted,


4/27/26

Sarah Watson
Aldersperson, District 8


4/27/26

Carol Lukens
Aldersperson, District 1



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- Council discussion on timeline and key decision points
- Public Comment

Respectfully submitted,

Sarah R. Watson
4/27/26

Sarah Watson
Aldersperson, District 8

Carol Lukens
4/27/26

Carol Lukens
Aldersperson, District 1

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

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

Committee Action: Approved 5-0; Approved 4-1

File Number: 26-0108

Date Introduced: May 12, 2026

FISCAL IMPACT SUMMARY

	<i>Budget Neutral:</i>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
COSTS	<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>	
	<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>	
SOURCE	<i>Debt Finance:</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:</i>	<i>Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its April 20, 2026, a scheduled regular meeting, and has made recommendations that are attached hereto and recommends these actions to the Council for its approval; and

WHEREAS, your Public Health and Safety Committee considered a license application at the same meeting and has made recommendation to approve the license of the Wausau Summer Shindig application for a Class I Special Event License with the recommendation to the Finance Committee to fund equipment to block off roads at a cost of approximately \$16,000; and

WHEREAS, your Room Tax Commission considered funding equipment to block off roads at a cost of approximately \$16,000 and approved half of the funding for such equipment, which was deemed adequate to provide the safety precautions necessary for the Wausau Summer Shindig Class I Special Event.

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

Approved:

Doug Diny, Mayor



City Clerk

DATE: May 12, 2026
TO: Public Health & Safety Committee
SUBJECT: 26-0108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

PURPOSE

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

BACKGROUND

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

RECOMMENDATION

Approval Recommendation - New Bartender/Operator License:

- **Theodore Davis** – This application was originally recommended for denial due to registered sex offender registration and conviction for sex registry violation in 2006. This application was recommended for approval based upon the recommendation by the Deputy Police Chief.

Approval Recommendation – Change of Agent for a “Class A” Beer & Liquor License:

- **Fuel On #62** located at 308 Stewart Avenue, license applicant Reliance Fuel LLC., Trisha Charles as successor agent.

Approval Recommendation - Temporary "Class B" Picnic License:

- **Holy Name SummerFun** located at 1104 S. 9th Avenue from June 5 and 6, from 4:00 PM to 11:00 PM and 7:30 AM to 11:00 PM, license applicant Holy Name of Jesus Parish, agent Shaun Eades.
- **Wausau Night Market (x3)** located at the 200, 300, 400, 500 and 600 Blocks of 3rd Street and the 200 and 300 Blocks of Washington Street on June 18, July 16, and August 20, from 5:00 PM to 9:00 PM, license applicant Wausau River District, agent Alex Eichten.
- **Man of Honor Annual Funds Raffle** located at 1703 S. 3rd Avenue from June 12, 13, and

14 from 11:00 AM to 11:00 PM, license applicant Man of Honor Society, agent Jeffery Morgan.

Approval Recommendation – Special Event Class I License:

- **Wausau Summer Shindig** located on the 400 Block on June 20, from 11:30 AM to 10:00 PM, license applicant Jesse Bartnik.
- **Holy Name SummerFun** located at 1104 S. 9th Avenue from June 5 and 6, from 4:00 PM to 11:00 PM and 7:30 AM to 11:00 PM, license applicant Holy Name of Jesus Parish, Shaun Eades.
- **Wausau Night Market** located at the 200, 300, 400, 500 and 600 Blocks of 3rd Street and the 200 and 300 Blocks of Washington Street on June 18, July 16, and August 20, from 5:00 PM to 9:00 PM, license applicant Wausau River District, Alex Eichten.

Approval Recommendation - Special Event Class II License:

- **Wausau Family Pride** located on the 400 Block on June 6 from 11:30 AM to 2:00 PM, license applicant Wausau Pride, Inc., Tiffany Rodriguez-Lee.

Pending Recommendations – “Class B” Beer & Liquor License:

- **Jefferson Street Inn & CHAR Grillhouse** located at 201 & 203 Jefferson Street, license applicant JSI Hotel LLC., Roland Lokre. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting. **This application was recommended for approval.**



PHS Date 04/20/2026

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
226922	9010 - Bartender/Operator New	DAVIS, THEODORE	3732 TROY ST #5 WAUSAU WI 54403		EMERALD NIGHT CLUB	07/01/2025	06/30/2026	Yes	Yes	
228806	9026 - Class I	BARTNIK, JESSE	205269 HWY 49 WITTENBERG WI 54499	WAUSAU SUMMER SHINDIG on 06/20/2026 Organized by JESSE BARTNIK						
228752	9026 - Class I	EADES, SHAUN	226815 SWAN AVE WAUSAU WI 54401	HOLY NAME SUMMERFUN 2026 on 06/05, 06/06/2026 Organized by HOLY NAME OF JESUS PARISH						
228755	9026 - Class I	EICHTEN, ALEX	316 SCOTT ST WAUSAU WI 54403	WAUSAU NIGHT MARKET on 06/18, 07/16, 08/20/2026 Organized by WAUSAU RIVER DISTRICT						
228807	9027 - Class II	,	937 JEFFERSON STREET WAUSAU WI 54403	WAUSAU FAMILY PRIDE on 06/06/2026 Organized by WAUSAU PRIDE, INC.						
229705	9064 - "Class B" Beer & Liquor	STAMM, CHRISTOPHER	201 JEFFERSON ST WAUSAU WI 54403		JEFFERSON STREET INN & CHAR GRILLHOUSE					
228665	9069 - Temporary "Class B" (Picnic)	EADES, SHAUN	226815 SWAN AVE WAUSAU WI 54401		Holy Name of Jesus Catholic Church					
228749	9069 - Temporary "Class B" (Picnic)	EICHTEN, ALEX	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT					



PHS Date 04/20/2026

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
228750	9069 - Temporary "Class B" (Picnic)	EICHTEN, ALEX	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT					
228751	9069 - Temporary "Class B" (Picnic)	EICHTEN, ALEX	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT					
229662	9069 - Temporary "Class B" (Picnic)	MORGAN, JEFFERY	238846 COUNTY ROAD W WAUSAU WI 54403		MAN OF HONOR SOCIETY					
228520	9080 - Public Transport Driver New	SPRINGER, KAYLA	2027 COUNTY ROAD XX ROTHSCHILD WI 54474		Northwoods Cab LLC	03/24/2026	06/30/2027	Yes		
211687	9061 - "Class A" Beer & Liquor		308 STEWART AVE WAUSAU WI 54401	CHANGE OF ANGET TO TRISHA CHARLES	FUEL ON #62					
Total Licenses										9



OFFICIAL MINUTES
REGULAR MEETING

MEETING: Public Health & Safety Committee
DATE/TIME: Monday, April 20, 2026, at 5:15 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Lisa Rasmussen Lou Larson (VC)
(C)
Becky McElhane Sarah Watson
Carol Lukens

Members Present: Lou Larson, Carol Lukens, Sarah Watson
Members Not Present:
Members Excused:
Present 3, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:17 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 Watson, seconded by Lukens, to approve all items outlined below. Motion Passed, 5-0.

March 23, 2026 Regular Public Health & Safety Committee Minutes

3 Discussion and possible action.

a. Approval or denial of various license applications.

Rasmussen stated Theodore Davis, applicant for a New Bartender/Operator License, was present to appeal the denial recommendation. It was stated that the Chief of Police had changed the recommendation to an approval recommendation based on an assessment of character.

Rasmussen stated the Wausau Summer Shindig application for a Class I Special Event License had some issues moving forward that needed to be addressed by the applicants, stemming from concerns of the Department of Public Works and the Police Department. It was further stated that the cost of providing these additional services for this event may prompt a need to charge fees to cover the cost of providing those services in the future. It was stated that a budget amendment may be needed to purchase equipment to properly block off roads to ensure the safety of event goers.

Watson questioned the logistics and long term sustainability of purchasing the equipment to properly block off roads.

Rasmussen further requested a post-event analysis by staff to ascertain whether services for this event were provided successfully.

Motion by Watson, seconded by Lukens, to approve the license of Theodore Davis for New Bartender/Operator License. Motion Passed 5-0.

Motion by Lukens, seconded by Watson, to approve or deny licenses as indicated by staff with the exception of Theodore Davis and the Wausau Summer Shindig. Motion Passed 5-0.

McElhaney stated opposition as this is being provided with the recommendation for equipment purchases without asking for additional funding from the event organizers like it would be if this was a ticketed event. It was further stated that not all residents would be attending the event, but all residents would share in the cost of providing equipment for the event.

Motion by Larson, seconded by Watson, to approve the license of the Wausau Summer Shindig application for a Class I Special Event License with the recommendation to the Finance Committee to fund equipment to block off roads with equipment at a cost of approximately \$16,000. Motion Passed 4-1, with McEhlahney opposed.

4 Discussion.

- a. Wausau Police Department Quarter 1 2026 Report.

Report placed on file.

- b. Tavern Activities Report from March 2026.

Report placed on file.

- c. Community Outreach Specialist Report

Report placed on file.

5 Adjournment.

Motion by Watson, seconded by Lukens, to thank Lisa Rasmussen for her leadership and adjourn. Motion carried. Meeting adjourned at 06:00 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](#)



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





OFFICIAL MINUTES
REGULAR MEETING

MEETING: Room Tax Commission
DATE/TIME: Monday, April 27, 2026, at 4:00 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Michael Marens (C) Carol Lukens
Tim VanDeYacht Lindsey
(VC) Lewitske
Tom Neal

Members Present: Michael Martens, Tim VanDeYacht, Lindsey Lewitzke, Tom Neal
Members Not Present:
Members Excused: Carol Lukens
Present 4, Not Present 0, Excused 1

Noting the presence of a quorum, the Chairperson called the meeting to order at 04:01 PM.

1 Update from the Wausau/Central Wisconsin Convention & Visitors Bureau.

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

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

Motion by Lewitzke, seconded by VanDeYacht, to approve all items outlined below. Motion Passed, 4-0.

February 9, 2026 Regular Room Tax Commission Minutes

3 Discussion and possible action.

a. Tourism Grant request from Taste N' Glow Balloon Fest for Taste N Glow Fest.

Lewitzke stated support for granting the full requested amount, as it typically takes three years to get an annual event out of the start-up phase and this event was in its third year of occurrence in its current iteration.

VanDeYacht questioned previous year's funding and if the applicants had sent post-event evaluations that measured the value of the marketing campaign. VanDeYacht questioned if the event had differentiated itself from other similar events. The applicant stated various aspects that differentiated the event from other similar events.

Motion by VanDeYacht, seconded by Neal, to approve the grant amount of \$20,000. Motion Passed 4-0.

b. Tourism Grant request from Hmong American Center for Hmong Wausau Festival.

Motion by Neal, seconded by Lewitzke, to approve the grant amount of \$20,000. Motion Passed 4-0.

c. Tourism Grant request from EAA Chapter 640 for AirVenture Cup Race.

Lewitzke stated support as this event is different than a typical airport event as it causes the pilots to stay overnight in Wausau.

Martens stated this event specifically contributes to room tax as it causes the participants to stay in hotel rooms in the city.

Motion by Neal, seconded by VanDeYacht, to approve the grant amount of \$10,000. Motion Passed 4-0.

d. Tourism Grant request from Wausau Events for Big Bull Falls Blues Fest.

Martens stated that with a number of regional blues festivals shuttering, this was an opportunity to capture some of that lost regional market share.

Motion by Neal, seconded by VanDeYacht, to approve the grant amount of \$20,000. Motion Passed 4-0.

e. Tourism Grant request from Central Wisconsin Offroad Cycling Coalition (CWOCC) for Sylvan Hill Bike Trail Maintenance.

Lewitzke questioned how many events occur at the Sylvan Hill Bike Trail. It was stated there is an annual event and a number of individual group ride events. It was further stated that there are about 10,000 annual visitors to the area because of the bike trails.

VanDeYacht questioned the marketing plan for the Central Wisconsin Offroad Cycling Coalition. It was stated that there is a social media outreach campaign that networks among different mountain bike enthusiasts within the region and that Wausau is uniquely positioned to bring people in as the closest downhill trail to larger populations in the southern part of the state.

Motion by VanDeYacht, seconded by Lewitzke, to approve the amount of \$25,000. Motion Passed 4-0.

f. Tourism Grant request from the City of Wausau for event portable security bollards.

Lewitzke stated that there should be a longer-term solution for security bollards that would not be as labor-intensive and permanent. It was further stated concerns that this could increase the cost to operate with the Department of Public Works.

Martens stated other barrier options would have been significantly more expensive.

VanDeYacht questioned if this was the proper place for the funding source.

Neal stated that this was a relatively small investment and that there were applications beyond the downtown area for which these could be utilized.

Lewitzke suggested utilizing half of the proposed bollards this year to see if this is a feasible option for deployment.

VanDeYacht stated support for utilizing half of the proposed bollards to test the applicability.

Motion by Alderperson Neal, seconded by None, to approve the amount at 50% of the monetary ask. Motion Passed 4-0.

4 Adjournment.

Motion by Neal, seconded by VanDeYacht, to adjourn. Motion carried. Meeting adjourned at 04:43 PM.

**The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](#)**



City of Wausau
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wausauwi.gov



DRAFT

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Confirming Appointments of the Mayor of the City of Wausau to the Historic Preservation Commission, Wausau Water Works Commission, Room Tax Commission, Capital Improvements Projects Commission, Building Advisory Board, Citizens Advisory Committee, Airport Committee, and Police and Fire Commission.

File Number: 26-0502

Date Introduced: May 12, 2026

Historic Preservation Commission

<u>Appointee:</u>		<u>Term:</u>	<u>Term Ending:</u>
Jeffrey Klapperich	1 st Term	Replacing Steve Miller	04/30/2028
Keene Winters	1 st Term	Replacing Kevin Crooks	04/30/2029
Aaron Griner	1 st Term	Replacing Linda Tryczak	04/30/2028

Wausau Water Works Commission

<u>Appointee:</u>		<u>Term:</u>	<u>Term Ending:</u>
Aaron Van Krey	1 st Term	Replacing Jim Force	04/30/2031

Room Tax Commission

<u>Appointee:</u>		<u>Term:</u>	<u>Term Ending:</u>
Lindsey Lewitzke	3 rd Term	Reappointment	10/25/2026
Tim VanDeYacht	6 th Term	Reappointment	10/25/2026

Capital Improvements Projects Committee

<u>Appointee:</u>		<u>Term:</u>	<u>Term Ending:</u>
Joe Gehin	1 st Term	Reappointment	4/30/2028
Jim Wadinski	2 nd Term	Reappointment	4/30/2028

Building Advisory Board

<u>Appointee:</u>		<u>Term:</u>	<u>Term Ending:</u>
Dave Brandenburg	3 rd Term	Reappointment	10/30/2030
Buckley Birkholz	5 th Term	Reappointment	10/30/2030
Mark Dillman	5 th Term	Reappointment	10/30/2030
Frank Opatik	3 rd Term	Reappointment	10/30/2030

Citizens Advisory Committee

<u>Appointee:</u>		<u>Term:</u>	<u>Term Ending:</u>
Chad Henke	1st Term	Replacing Ingrid Clark-Zavadoski	04/30/2030



Citizen Participation Form

Thank you for your interest in serving on one of our many Boards, Committees or Commissions. The Mayor makes appointments, which are subject to confirmation of the Council. Some, but not all, require residency or specific qualifications. Therefore, unless you express a specific interest in serving on a particular Board, Committee, or Commission, your response to the following questions will assist in appointing you, subject to confirmation of the Council. The City is looking for a broad representation of citizens with diverse backgrounds, talents, and interests. Submission of a completed application does not guarantee placement.

Contact Information

Full Name *

Jeffry Klapperich

First and Last Name

Residential Address *

Street Address

[Redacted]

Address Line 2

City

Wausau

Postal/Zip Code

54403

State/Province/Region

WI

Is this your residence for voter registration? *

Yes No

Phone *

[Redacted]

Email *

[Redacted]@uno.com

How long have you been a Wausau resident? *

39 years since returning from another state. Born here.

Do you own a business within the City of Wausau? *

Yes No

If Yes, please list the name and address of the business

Employment Information

Please provide your current or most recent employment information.

What is your most recent job title? *

Store Manager

Business Name *

Walgreens

Business Address *

Street Address

[Redacted]

Address Line 2

City

Merrill

Postal/Zip Code

54452

State/Province/Region

WI

Business Phone Number *

Community Involvement

Please note any history of involvement with your community.

Are you currently serving on any Boards, Commissions or Committees? *

Yes No

Do you have previous experience in any form of government?(This could be as an employee, committee member, elected official, etc) *

Yes No

Describe your involvement within the Wausau community - including government, schools, non-profit organizations, athletics, etc. *

I have always been active in my church and the schools my children attended. I am a 4H parent, leader, fair judge, and fair superintendent. In the last few years I have gotten involved in small community theater shows.

My wife and I are Lions and are active in our club and district events.

We are both consistent voters.

Area of Interest

Information regarding existing City of Wausau Boards, Commissions and Committees can be found on the City Website at www.wausauwi.gov/your-government/city-council/boards-committees-commissions.

Please select your top three areas of interest *

- | | |
|--|--|
| <input type="checkbox"/> AARP Livability Committee | <input checked="" type="checkbox"/> Administrative Review Board |
| <input type="checkbox"/> Affordable Housing Regional Task Force | <input checked="" type="checkbox"/> Airport Committee |
| <input type="checkbox"/> Bicycle & Pedestrian Advisory Committee | <input checked="" type="checkbox"/> Board of Canvassers |
| <input type="checkbox"/> Board of Public Works | <input checked="" type="checkbox"/> Board of Review |
| <input type="checkbox"/> Board of Zoning Appeals | <input type="checkbox"/> Building Advisory Board |
| <input type="checkbox"/> Business Improvement District Board | <input type="checkbox"/> Capital Improvement Program Committee(CIPC) |
| <input type="checkbox"/> Citizen's Advisory Committee | <input type="checkbox"/> City-County IT Commission |
| <input type="checkbox"/> Community Development Authority | <input type="checkbox"/> Dog Park Committee |
| <input type="checkbox"/> Ethics Board | <input checked="" type="checkbox"/> Historic Preservation Commission |
| <input type="checkbox"/> Joint Review Board | <input type="checkbox"/> Legislative Committee |
| <input type="checkbox"/> Liberation and Freedom Committee | <input type="checkbox"/> Neighbor 2 Neighbor Committee |
| <input type="checkbox"/> Plan Commission | <input checked="" type="checkbox"/> Police and Fire Commission |
| <input type="checkbox"/> Policing Task Force | <input type="checkbox"/> Safe Elections Task Force (SETF) |
| <input type="checkbox"/> Solar Array Task Force | <input type="checkbox"/> Sustainability, Energy, and Environment Committee |
| <input checked="" type="checkbox"/> Transit Commission | <input checked="" type="checkbox"/> Wausau Arts Commission |
| <input type="checkbox"/> Wausau Veterans Committee | <input type="checkbox"/> Wausau Water Works Commission |

Please note your order of interest from the selections above. *

Wausau Arts, Historic Preservation, Board of Canvassers

Please list first, second and third choice

Are you willing and able to attend meetings on a regular basis? *

Yes No

Why are you interested in serving on a City of Wausau Board, Committee or Commission? *

I was born in Wausau and have lived here most of my life. My wife and I follow what is happening and make informed choices when voting. It is about time I take a more active role in my city.

What qualifications and experience will you bring to the Board, Committee or Commission? *

Leadership in 4H helped me set goals and find ways to help others meet their goals. Working as a Lion gave me skills to work with volunteers who have differing goals, needs, and skills on the way to achieve a common goal.

I have worked in retail for 38 years. Retail is constant working on finding the solution that everyone believes is the best that is achievable.

My Great-Great-Grandparents came to Wausau in the 1880's and stayed to make their lives. The family still live here including my children and grandchildren. I went to school in Iowa, and I chose to return here to raise my family.

(Note: I submitted this form yesterday 6/16/25 but it appears to have come through with some sections blank. This is a repeat of that form, made from memory. The answers may vary somewhat.)

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

File Uploads

You may choose to attach supplemental information, such as a professional resume, personal biography, letter of interest, or references that may further support your appointment. This is not a requirement.

Acknowledgement

This application will remain on file for three years from the date of submission. Please be advised that your completed application including any supplemental attachments, are subject to open records requests under the Freedom of Information Act.

Signature *



Date

06/17/2025



Citizen Participation Form

Thank you for your interest in serving on one of our many Boards, Committees or Commissions. The Mayor makes appointments, which are subject to confirmation of the Council. Some, but not all, require residency or specific qualifications. Therefore, unless you express a specific interest in serving on a particular Board, Committee, or Commission, your response to the following questions will assist in appointing you, subject to confirmation of the Council. The City is looking for a broad representation of citizens with diverse backgrounds, talents, and interests. Submission of a completed application does not guarantee placement.

Contact Information

Full Name *

Keene Winters

First and Last Name

Residential Address *

Street Address

[Redacted]

Address Line 2

City

Wausau

State/Province/Region

Wisconsin

Postal/Zip Code

54403

Is this your residence for voter registration? *

Yes No

Phone *

[Redacted]

Email *

[Redacted]@tds.net

How long have you been a Wausau resident? *

I was born in Wausau in 1962

Do you own a business within the City of Wausau? *

Yes No

If Yes, please list the name and address of the business

I serve the Central Wisconsin Area from an office in Schofield.

Employment Information

Please provide your current or most recent employment information.

What is your most recent job title? *

Business Name *

Business Address *

Street Address

219 Ross Avenue

Address Line 2

Suite 103

City

Schofield

State/Province/Region

Wisconsin

Postal/Zip Code

54476

Business Phone Number *

[REDACTED]

Community Involvement

Please note any history of involvement with your community.

Are you currently serving on any Boards, Commissions or Committees? *

Yes No

If Yes, please list them here.

Wisconsin Historical Society Board of Curators

Do you have previous experience in any form of government?(This could be as an employee, committee member, elected official, etc) *

Yes No

Describe your involvement within the Wausau community - including government, schools, non-profit organizations, athletics, etc. *

CIVIC & CHARITABLE ACTIVITIES

Zion Lutheran Church, Archivist since 2022, managing historic record storage and requests.

Merrill Historical Society, Member since 2019, serving the City of Merrill and Lincoln County.

North Pines Genealogical Group, Member since 2016, serving Lincoln County.

Wisconsin State Historical Society, Member and gubernatorial appointee to the Board of Curators since 2014, currently serving in a fourth term.

Marathon County Historical Society, Member since 2009.

Pomeranian Club of Central Wisconsin, Member since 2009. Board member since 2024. The club works to preserve the Low German language and heritage of immigrants from the former German provinces of Pomerania, Posen and West Prussia who settled in Central Wisconsin.

Community Dinner Volunteer, Hlped serve free Sunday evening meals to people in need once per quarter from 2014 to 2020.

City of Wausau Common Council, Elected April 2012 and re-elected in 2014. Served as one of eleven members representing districts of approximately 3,600 people each.

Fromm Brothers Historical Preservation Society, Board member from 2011 - 2018. The society was formed to restore and find a modern use for the historic fox & ginseng farm and preserve the buildings.

Good News Project Dinner, volunteer from 2007 - 2012. Proceeds from the annual dinner support mission trips to build housing in Saint Lucia

and support the free loan of medical equipment to people in Central Wisconsin.

Wisconsin Junior Chamber of Commerce, Wausau & West Madison Chapters, 1989 to 2005. Served in a variety of local, state and national officer positions.

Student Representative to the Wausau School Board, 1979 to 1981. Elected and re-elected by the students of Wausau West High School to represent them to the school board.

Area of Interest

Information regarding existing City of Wausau Boards, Commissions and Committees can be found on the City Website at www.wausauwi.gov/your-government/city-council/boards-committees-commissions.

Please select your top three boards, committees, or commissions you are interested in serving on: *

- | | |
|--|--|
| <input type="checkbox"/> AARP Livability Committee | <input type="checkbox"/> Administrative Review Board |
| <input type="checkbox"/> Affordable Housing Regional Task Force | <input type="checkbox"/> Airport Committee |
| <input type="checkbox"/> Bicycle & Pedestrian Advisory Committee | <input type="checkbox"/> Board of Review |
| <input type="checkbox"/> Board of Zoning Appeals | <input type="checkbox"/> Building Advisory Board |
| <input type="checkbox"/> Business Improvement District Board | <input type="checkbox"/> Capital Improvement Program Committee(CIPC) |
| <input type="checkbox"/> Citizen's Advisory Committee | <input type="checkbox"/> Community Development Authority |
| <input type="checkbox"/> Ethics Board | <input checked="" type="checkbox"/> Historic Preservation Commission |
| <input type="checkbox"/> Joint Review Board | <input type="checkbox"/> Liberation and Freedom Committee |
| <input type="checkbox"/> Plan Commission | <input type="checkbox"/> Police and Fire Commission |
| <input type="checkbox"/> Sustainability, Energy, and Environment Committee | <input type="checkbox"/> Transit Commission |
| <input type="checkbox"/> Wausau Arts Commission | <input type="checkbox"/> Wausau Veterans Committee |
| <input type="checkbox"/> Wausau Water Works Commission | <input type="checkbox"/> Room Tax Commission |

Please note your order of interest from the selections above. *

Historic Preservation Commission

Please list first, second and third choice

Please expand on why you are interested in serving on your selected boards, committees, and commissions. *

I served with Gary Gisselman as a member of the Wausau Common Council, as a fellow parishioner at Zion Lutheran Church and a member of the Pomeranian Club on Central Wisconsin. I would like to see his life's work continued.

Are you willing and able to attend meetings on a regular basis? *

Yes No

What qualifications and experience will you bring to the Board, Committee or Commission? *

BUSINESS OWNER & MANAGER

Managing Member, Winters Financial Group, LLC, providing financial planning, wealth management and insurance services to individuals, families and businesses since 2001.

EDUCATION

Attended the University of Wisconsin at Marathon County before transferring to Madison
Masters of Business Administration from the University of Wisconsin at Madison
Bachelor of Arts with Honors from the University of Wisconsin at Madison

GOVERNMENT EMPLOYMENT HISTORY, State of Wisconsin, 1990 to 1997

Outreach Program Manager, Wisconsin Area Health Education Center (AHEC) System, University of Wisconsin Medical School. Served as business manager and supervised support staff positions.

Budget & Management Analyst 5 (Lead Analyst), Department of Veterans Affairs (DVA). Served as acting budget director for seven months while the director was on medical leave. Led a team in the development of the agency's \$240 million biennial budget request.

Budget & Management Analyst 4, Department of Corrections (DOC). Provided financial analysis, future projections, staffing recommendations and program planning support to operations. Conducted program needs analysis and provided project planning support for capital projects at correctional institutions in Green Bay, Waupun, Fox Lake and Oregon.

Budget & Management Analyst 3, Department of Military Affairs (DMA). Designed and programmed financial management systems for the National Guard Tuition Grant Program, the Disaster Recovery Aids Program, and the Superfund Amendment and Re-authorization Act Program in addition to preparing analyses for the agency budget.

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

File Uploads

You may choose to attach supplemental information, such as a professional resume, personal biography, letter of interest, or references that may further support your appointment. This is not a requirement.

Acknowledgement

This application will remain on file for three years from the date of submission. Please be advised that your completed application including any supplemental attachments, are subject to open records requests under the Freedom of Information Act.

Signature*



Date

08/18/2025



Citizen Participation Form

Thank you for your interest in serving on one of our many Boards, Committees or Commissions. The Mayor makes appointments, which are subject to confirmation of the Council. Some, but not all, require residency or specific qualifications. Therefore, unless you express a specific interest in serving on a particular Board, Committee, or Commission, your response to the following questions will assist in appointing you, subject to confirmation of the Council. The City is looking for a broad representation of citizens with diverse backgrounds, talents, and interests. Submission of a completed application does not guarantee placement.

Contact Information

Full Name *

Aaron Griner

First and Last Name

Residential Address *

Street Address

[Redacted]

Address Line 2

City

Wausau

State/Province/Region

Wi

Postal/Zip Code

54403

Is this your residence for voter registration? *

Yes No

Phone *

[Redacted]

Email *

[Redacted]@gmail.com

How long have you been a Wausau resident? *

8 years

Do you own a business within the City of Wausau? *

Yes No

If Yes, please list the name and address of the business

Red Hills Wood Works LLC. 1020 stark st. Wausau, Wi 54403

Employment Information

Please provide your current or most recent employment information.

What is your most recent job title? *

Business Name *

Business Address *

Street Address

410 McIndoe St.

Address Line 2

City

Wausau

Postal/Zip Code

54403

State/Province/Region

Wi

Business Phone Number *

(715) 842-5750

Community Involvement

Please note any history of involvement with your community.

Are you currently serving on any Boards, Commissions or Committees? *

Yes No

If Yes, please list them here.

Marathon County Board of Supervisors, Marathon County Public Library Board of Trustees, Marathon County Infrastructure Committee

Do you have previous experience in any form of government?(This could be as an employee, committee member, elected official, etc) *

Yes No

Describe your involvement within the Wausau community - including government, schools, non-profit organizations, athletics, etc. *

Previously served as Alder (District 5) on Wausau City Council, and was a member of the Wausau Water Commission, and City of Wausau Finance Committee.

I am currently Marathon County Board Supervisor for district 5, and serve on the Marathon County Public Library Board of Trustees, and Infrastructure Committee

I volunteer with youth sports, programming, and the Landing at the Woodson YMCA, The Neighbors Place, Wisconsin River Valley Trout Unlimited, and other local sportsman's societies.

Area of Interest

Information regarding existing City of Wausau Boards, Commissions and Committees can be found on the City Website at www.wausauwi.gov/your-government/city-council/boards-committees-commissions.

Please select your top three boards, committees, or commissions you are interested in serving on: *

- AARP Livability Committee
- Affordable Housing Regional Task Force
- Bicycle & Pedestrian Advisory Committee
- Board of Zoning Appeals
- Administrative Review Board
- Airport Committee
- Board of Review
- Building Advisory Board

- | | |
|--|--|
| <input type="checkbox"/> Business Improvement District Board | <input type="checkbox"/> Capital Improvement Program Committee(CIPC) |
| <input type="checkbox"/> Citizen's Advisory Committee | <input type="checkbox"/> Community Development Authority |
| <input type="checkbox"/> Ethics Board | <input checked="" type="checkbox"/> Historic Preservation Commission |
| <input type="checkbox"/> Joint Review Board | <input type="checkbox"/> Liberation and Freedom Committee |
| <input type="checkbox"/> Plan Commission | <input type="checkbox"/> Police and Fire Commission |
| <input type="checkbox"/> Sustainability, Energy, and Environment Committee | <input type="checkbox"/> Transit Commission |
| <input type="checkbox"/> Wausau Arts Commission | <input type="checkbox"/> Wausau Veterans Committee |
| <input type="checkbox"/> Wausau Water Works Commission | <input type="checkbox"/> Room Tax Commission |

Please note your order of interest from the selections above. *

Historic Preservation Committee

Please list first, second and third choice

Please expand on why you are interested in serving on your selected boards, committees, and commissions. *

I am passionate about preserving the historic landmarks that help tell the stories of the unique people that helped create our wonderful city.

Are you willing and able to attend meetings on a regular basis? *

Yes No

What qualifications and experience will you bring to the Board, Committee or Commission? *

I am a finish carpenter and woodworker by trade, specializing in historical restoration. I am currently the property manager for The Marathon County Historical Society, and I serve as the caretaker of the Yawkey House Museum, the Woodson History Center, and the Charles and Dorothy Manson house. I also work with Wausau/MC Parks and Rec to maintain the Little Red Schoolhouse museum in Marathon Park. I have a deep understanding of the processes/techniques, regulations, and ethics involved in managing historical properties, and I would welcome the opportunity to be involved with the commission.

I had led the restoration efforts on the Yawkey House for the last several years, and I believe that my skills as a carpenter, and my knowledge of local history would bring immediate value to the commission.

I understand how commission meetings operate, I am proficient in Robert's Rules, and I am available to attend all meetings.

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

File Uploads

You may choose to attach supplemental information, such as a professional resume, personal biography, letter of interest, or references that may further support your appointment. This is not a requirement.

Acknowledgement

This application will remain on file for three years from the date of submission. Please be advised that your completed application including any supplemental attachments, are subject to open records requests under the Freedom of Information Act.

Signature *

Date

04/29/2026



Citizen Participation Form

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Contact Information

Full Name *

Aaron Van Krey

First and Last Name

Residential Address *

Street Address

[Redacted]

Address Line 2

City

Wausau

State/Province/Region

Wisconsin

Postal/Zip Code

54403

Is this your residence for voter registration? *

Yes No

Phone *

[Redacted]

Email *

[Redacted]@gmail.com

How long have you been a Wausau resident? *

14

Do you own a business within the City of Wausau? *

Yes No

If Yes, please list the name and address of the business

Employment Information

Please provide your current or most recent employment information.

What is your most recent job title? *

Controls Engineer Senior

Business Name *

Greenheck Fan Corporation

Business Address *

Street Address

400 Ross Ave.

Address Line 2

City

Schofield

State/Province/Region

Wisconsin

Postal/Zip Code

54476

Business Phone Number *

[REDACTED]

Community Involvement

Please note any history of involvement with your community.

Are you currently serving on any Boards, Commissions or Committees? *

Yes No

Do you have previous experience in any form of government?(This could be as an employee, committee member, elected official, etc) *

Yes No

Describe your involvement within the Wausau community - including government, schools, non-profit organizations, athletics, etc. *

I'm a pianist at a local church, have volunteered a few times at the YMCA with coaching youth soccer, and have volunteered my time at various events through work on the wellness committee.

Area of Interest

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Please select your top three boards, committees, or commissions you are interested in serving on: *

- | | |
|--|--|
| <input type="checkbox"/> AARP Livability Committee | <input type="checkbox"/> Administrative Review Board |
| <input type="checkbox"/> Affordable Housing Regional Task Force | <input type="checkbox"/> Airport Committee |
| <input type="checkbox"/> Bicycle & Pedestrian Advisory Committee | <input type="checkbox"/> Board of Review |
| <input type="checkbox"/> Board of Zoning Appeals | <input type="checkbox"/> Building Advisory Board |
| <input type="checkbox"/> Business Improvement District Board | <input type="checkbox"/> Capital Improvement Program Committee(CIPC) |
| <input type="checkbox"/> Citizen's Advisory Committee | <input type="checkbox"/> Community Development Authority |
| <input type="checkbox"/> Ethics Board | <input type="checkbox"/> Historic Preservation Commission |
| <input type="checkbox"/> Joint Review Board | <input type="checkbox"/> Liberation and Freedom Committee |
| <input type="checkbox"/> Plan Commission | <input type="checkbox"/> Police and Fire Commission |
| <input type="checkbox"/> Sustainability, Energy, and Environment Committee | <input type="checkbox"/> Transit Commission |
| <input type="checkbox"/> Wausau Arts Commission | <input type="checkbox"/> Wausau Veterans Committee |
| <input checked="" type="checkbox"/> Wausau Water Works Commission | <input type="checkbox"/> Room Tax Commission |

Please note your order of interest from the selections above. *

Wausau Water Works Commission

Please list first, second and third choice

Please expand on why you are interested in serving on your selected boards, committees, and commissions. *

I'm looking to get more involved in the community and this commission appears to be a good fit with my technical background and engineering degree.

Are you willing and able to attend meetings on a regular basis? *

Yes No

What qualifications and experience will you bring to the Board, Committee or Commission? *

I feel that my technical background and decade-plus work experience and attention to detail should be a good fit for this committee position.

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

File Uploads

Aaron Van Krey - Resume 4-8-26.pdf

537.95KB

You may choose to attach supplemental information, such as a professional resume, personal biography, letter of interest, or references that may further support your appointment. This is not a requirement.

Acknowledgement

This application will remain on file for three years from the date of submission. Please be advised that your completed application including any supplemental attachments, are subject to open records requests under the Freedom of Information Act.

Signature *



Date

04/08/2026

AARON VAN KREY

Wausau, WI 54403 ·

[@gmail.com](#) · www.linkedin.com/in/

EXPERIENCE

JANUARY 2012 – MARCH 2019

APPLICATION ENGINEER (I, II, AND SENIOR), GREENHECK (ACCUREX)

Assisted with pre- and post-sales support in the kitchen ventilation department/Accurex division. My many tasks included phone and technical support, application support for our account managers and customers, developing and conducting product training, traveling to support reps with sales calls and lunch and learns, and product research and development. As an electrical engineer, I was also heavily involved in electrical product design.

MARCH 2019 – PRESENT

CONTROLS ENGINEER SENIOR, GREENHECK GROUP

In this role, I am more focused on product development projects relating to kitchen ventilation system controls and electrical design, and managing a team of engineers. This role provides more detail on overseeing transition from design to production.

EDUCATION

DECEMBER 2011

BACHELOR OF SCIENCE, UNIVERSITY OF WISCONSIN - PLATTEVILLE

Majored in Electrical Engineering, with a minor in Mathematics, and emphasis in Controls, Power & Energy. My cumulative GPA while in college was a 3.098.

SKILLS

- Task-oriented
- Highly self-motivated
- Attention to detail
- Creativity
- Teamwork
- Adaptability

ACTIVITIES AND ACCOMPLISHMENTS

- Dale Carnegie Course Graduate (2016)
- Wausau Region Chamber of Commerce Leadership Excellence Program Graduate (2018)
- Pianist at Eastside Parishes in Wausau
- IEEE Member
- Member of the Wellness Team at Greenheck



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Contact Information

Full Name *

Chad Henke

First and Last Name

Residential Address *

Street Address

Address Line 2

City

Wausau

Postal/Zip Code

54401

State/Province/Region

WI

Is this your residence for voter registration? *

Yes No

Phone *

Email *

@gmail.com

How long have you been a Wausau resident? *

16 years

Do you own a business within the City of Wausau? *

Yes No

If Yes, please list the name and address of the business

I am a licensed and insured electrician in the city of Wausau.

Employment Information

Please provide your current or most recent employment information.

What is your most recent job title? *

Business Name *

Business Address *

Street Address

144 Rosecrans Street

Address Line 2

City

Wausau

State/Province/Region

wi

Postal/Zip Code

54401

Business Phone Number *



Community Involvement

Please note any history of involvement with your community.

Are you currently serving on any Boards, Commissions or Committees? *

Yes No

If Yes, please list them here.

I am on the council and would like to remain on the Citizen Advisory Committee and a citizen member.

Do you have previous experience in any form of government?(This could be as an employee, committee member, elected official, etc) *

Yes No

Describe your involvement within the Wausau community - including government, schools, non-profit organizations, athletics, etc. *

I was on the city council for the last 4 years. Serving on every standing committee and many nonstanding committees.

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- Citizen's Advisory Committee
- Ethics Board
- Joint Review Board
- Plan Commission
- Administrative Review Board
- Airport Committee
- Board of Review
- Building Advisory Board
- Capital Improvement Program Committee(CIPC)
- Community Development Authority
- Historic Preservation Commission
- Liberation and Freedom Committee
- Police and Fire Commission

Sustainability, Energy, and Environment Committee

Transit Commission

Wausau Arts Commission

Wausau Veterans Committee

Wausau Water Works Commission

Room Tax Commission

Please note your order of interest from the selections above. *

Citizen Advisory Committee

Please list first, second and third choice

Please expand on why you are interested in serving on your selected boards, committees, and commissions. *

I love being able to see who and what our work in the committee does for the city. The effects on the organizations are timely and powerful.

Are you willing and able to attend meetings on a regular basis? *

Yes No

What qualifications and experience will you bring to the Board, Committee or Commission? *

4 years as the city council member and a younger, working-class person's perspective.

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

File Uploads

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Signature *



Date

04/08/2026