



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Economic Development Committee
DATE/TIME: Tuesday, November 4, 2025 at 5:30 PM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

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

- 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).**

October 7, 2025 Regular Economic Development Committee Minutes

3 **Discussion and possible action.**

- a. Approve Public Participation Plan for 1300 Cleveland Avenue
- b. Approve a Memorandum of Understanding (MOU) between the City of Wausau and Idaho Housing and Finance Association d/b/a Finally Home!® to establish a partnership for homebuyer education and counseling services.

4 **Discussion.**

- a. Update on N 2nd St RFI
- b. Update on Thomas Street Residential Infill

5 **Closed Session.**

Adjourn to closed session pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in regards to the purchase of property at 130 1st Street, Wausau.

6 **Adjournment.**

Carol Lukens, Chair

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

DATE: October 29, 2025
TIME: 4:00PM
POSTED BY: Michelle Van Krey



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

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



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



MINUTES

Economic Development Committee Meeting

Date / Time: Tuesday, October 7, 2025, at 5:30 P.M. | **Meeting called to order by** Lukens at 5:30 P.M.

In Attendance

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

Staff Present: Randy Fifrlick, Patrick Gatterman, Atty. Anne Jacobson, Eric Lindman, Lou Larson, Mayor Doug Diny, Brad Lenz, Shannon Graff

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

Agenda Item 1 – Public Comment

Several residents provided public comment on **Agenda Item 6**, expressing concern about any proposal to rezone 1300 Cleveland back to Industrial. Residents emphasized their preference for the city to focus on environmental cleanup and pursue residential development for the property. Resident Speakers (approximate comment times):

- | | | |
|----------------------------------|---------------------------|--------------------------|
| 1. Resident Alford 5:39 and 6:09 | 5. Resident Kainz 5:52 | 9. Resident Harness 6:02 |
| 2. Resident 5:42 | 6. Resident Radtke 5:54 | 10. Resident Miller 6:04 |
| 3. Resident Thao 5:45 | 7. Resident Gajewski 5:55 | 11. Resident Gau 6:06 |
| 4. Resident Stevens 5:48 | 8. Resident Lewis 6:00 | 12. Resident Scheff 6:07 |

Agenda Item 2 – Approval of Minutes from September 2, 2025, Meeting

Motion by Neal, second by Kilian to approve September 2, 2025 meeting minutes. Motion carried 5-0.

Agenda Item 3 – Discussion and possible action on N 2nd St Request for Information

Fifrlick reported that Gizo is not interested in moving forward and requested committee direction. Options presented included:

1. Issue another RFI with a longer but definitive deadline or
2. Leave the RFI open-ended on the website and review proposals as they come.

Kilian stated her preference for a defined deadline, noting that a nearby business owner felt having a timeline would provide clarity for making decisions about remaining or relocating. Based on those concerns, Kilian expressed support for Option 1 (releasing another RFI with a set deadline).

Neal disagreed, noting that while the property is not currently in high demand, it has potential due to its location on a high-traffic corridor. He suggested placing a large sign on the property to advertise availability and expressed support for an open-ended approach.

Motion by Henke to proceed with Option 1—releasing another RFI with a definitive deadline. However, he indicated he could support either option. Henke also voiced support for placing a sign on the property.

Tierney seconded the motion.

Neal raised a concern about what would occur if no proposals were submitted, stating that the committee might end up revisiting the same issue. He indicated he would vote against Option 1.

Kilian reiterated that business owners in the area did not wish to wait indefinitely.

Motion carried 4-1, with Neal dissenting.

Agenda Item 4 – Discussion and possible action on the Property Redevelopment Policy aka Property Disposition Policy

Fifrlick presented revisions to the Property Redevelopment Program, noting that changes were made to provide additional clarity and to set clear expectations for the purchase and sale of City-owned property for redevelopment. The revised version, included in the packet, highlighted changes in red that reflected staff updates following prior committee discussion.

Fifrick also reported that they are exploring additional methods to market City-owned properties beyond the City's website and on-site signage. While no new marketing measures have been added to the policy at this time, options are still being evaluated.

Kilian inquired who determines appropriateness under the program and questioned whether a city ordinance requires property owned or purchased by the City to be directed to a specific committee.

Tierney noted that the revised program reads as if *all properties* come through the Economic Development (ED) Committee.

Henke clarified that if the plan is for a property to return to the tax rolls, it should come through ED, but if the intended use is public/non-taxable, then the matter should go to the Infrastructure Committee.

Motion by Tierny, second by Henke to approve Property Redevelopment Policy. Motion carried 5-0

Agenda Item 5 – Discussion and possible action on approving the city's next Poet Laureate

Lenz presented the Wausau Arts Commission's recommendation of Mai Kao Hang for the next Poet Laureate, with Barry Liss named as the alternate.

It was noted that the Arts Commission's subcommittee/panel reviewed the applicants' work, which was included in the meeting packet. The panel for this term consisted of a professor of creative writing at UWSP, the City's current Poet Laureate, and a volunteer member of the Arts Commission.

Background information was also provided, including the 2020 Resolution establishing the Poet Laureate program and outlining the selection process. The Request for Proposals (RFP) used to recruit applicants was included in the packet and detailed the program's purpose and selection criteria.

As specified in the RFP, the Poet Laureate serves a two-year term and receives a modest stipend of \$400 total to assist with expenses.

Motion by Neal, second by Tierney to accept the committee's recommendation for poet laureate and alternate. Motion carried 5-0

Agenda Item 6 – Update on history and environmental cleanup of city-owned at 1300 Cleveland Ave

Public Works Director Lindman reported that the site investigation is complete, and the city is preparing a Remedial Action Options Report (RAOR), with a presentation scheduled for November. He noted funding opportunities exist for remediation and confirmed plans to form a Green Team, similar to the mall redevelopment process.

Kilian asked about cleanup standards, noting the DNR expects site closure, but cleanup levels vary. She emphasized the importance of securing funding, raised personal concerns about health impacts in the neighborhood, and stressed the need for redevelopment that reflects community pride.

The mayor reaffirmed support for non-industrial uses along the river and opposition to industrial redevelopment at Cleveland Avenue. Henke asked about the process for reviewing larger parcels.

Fifrick reviewed past development history and noted that rezoning and planning efforts have consistently prioritized non-industrial uses for the site. Future land use will also be considered as part of the 2027 Comprehensive Plan update.

Agenda Item 7 – Discussion and possible action on past development proposals and UniverCity project concepts at city-owned 1300 Cleveland Ave property

Fifrick provided background on the 2020 Request for Proposals (RFP), which generated four submissions: one from 3M that included industrial uses, a proposal from CPC, an affordable housing project, and a mixed housing/manufacturing proposal from Kolbe and Kolbe. The city did not advance any proposals at that time, choosing instead to focus on site remediation.

Fifrick also summarized the UniverCity Alliance student project concepts, noting they do not align with current zoning (MR-12) and were conceptual in nature rather than professional development proposals.

Lukens reported speaking with Matt Thompson from DNR and asked whether the agency is waiting for the City to establish a purpose for the site before proceeding further.

Tierney expressed that Cleveland Avenue should not be considered for industrial use.

Kilian stated she has heard repeated references to the fleet facility being located at this site. While acknowledging this committee is not engaged in rezoning, she emphasized the importance of moving toward residential cleanup and redevelopment.

Neal strongly opposed any potential rezoning to industrial and stated there would not be sufficient support from the Council for the fleet facility to be located there.

Henke echoed this position, confirming there would not be enough votes to return the property to industrial zoning. Henke requested that the Committee and public provide input to the Development Department on public engagement options.

Lukens supported these comments, highlighting her personal connection to the neighborhood and her advocacy for environmental issues. She stressed the need for affordable housing given stagnant wages and expressed interest in hearing directly from neighborhood residents.

Direction:

Fifrick confirmed the Committee's consensus to develop and return with a public participation plan for the parcel.

Agenda Item 8 – Update on Thomas Street Infill

Fifrick reported that test wells have been drilled, and the results are currently being processed at the lab. A report is expected by the end of the month and hopes to provide further update at November's meeting.

Agenda Item 9 – Adjournment

Motion by Henke, second by Kilian to Adjourn. Motion Carried 5-0.

Meeting Adjourned at 19:08 PM

CITY OF WAUSAU, YouTube MEETING LINKS

ALL City of Wausau Meetings can be viewed at:

- <https://www.youtube.com/@CityofWausauMeetings>

The ED meeting from 10/07/25 can be viewed at:

- <https://www.youtube.com/live/4n1KRDmOcaY?si=k0wkplro4epKUr-X>

Public Participation Process for 1300 Cleveland Ave

Goal of the Public Participation Process: Evaluate non-industrial redevelopment use for 1300 Cleveland Ave.

Combined Public Participation and Public Input Process Plan

This plan integrates key elements from both the U.S. Environmental Protection Agency (EPA) Public Participation Guide and the U.S. Department of Housing and Urban Development (HUD) Citizen Participation regulations. It is designed to create a unified, accessible, and transparent process for meaningful public engagement.

Purpose & Guiding Principles

The objective is to engage stakeholders early, consistently, and meaningfully — not merely to inform but to empower them to influence decisions. The guiding principles include transparency, inclusion, accessibility, and responsiveness.

Key principles:

- Encourage participation of underrepresented groups including low-income, minority, and disabled populations.
- Provide accessible, jargon-free information in multiple formats and languages.
- Build and maintain trust through consistent communication and feedback.
- Demonstrate accountability by showing how public input influences outcomes.
- Maintain transparency throughout process
- Engage with key media outlets

Combined Process Flow

Step 1. Preparation & Situation Assessment

Identify the purpose of the engagement, the decision to be made, and who will be affected. Assess community context, potential barriers, and define the level of public influence (inform, consult, collaborate, empower). Secure internal commitment to meaningful participation.

Step 2. Design the Participation Plan

Develop a written participation plan that outlines timelines, notification procedures, accessibility measures, and methods for collecting input. Include accommodations for language, disability, and cultural needs.

Step 3. Public Information & Early Engagement

Provide clear, accessible background information. Two in-person public meetings are planned to identify priorities and concerns. Ensure diverse representation and use multiple outreach methods (in-person, virtual, surveys, etc.).

Step 4. Conduct Public Neighborhood Meeting

Hold a neighborhood meeting to describe property history and background. Review the objective of the public engagement process and solicit feedback.

Step 5. Public Comment Period

Publish concepts from initial meeting. Provide a 30-day comment period. (If we determine that a plan/proposal is the desired outcome of this meeting). Disseminate materials on the City website, Facebook page, and through the neighborhood Facebook page.

Step 6. Review & Analyze Input

Collect, summarize, and analyze all comments received.

Step 7. Follow-up & Check-in at Neighborhood Meeting

Provide the summary and analysis of comments. Discuss next steps for public feedback.

Step 8. Final Decision & Publication

Present final analysis, incorporating input as appropriate. Present the final product along with a summary of public comments and agency responses. This would be reviewed by the Economic Development Committee and City Council.

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

PURPOSE

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

BACKGROUND

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

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

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

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

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

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

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

FISCAL IMPACT

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

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

RECOMMENDATION

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



Finally Home!: An In Depth Look



Finally Home!®

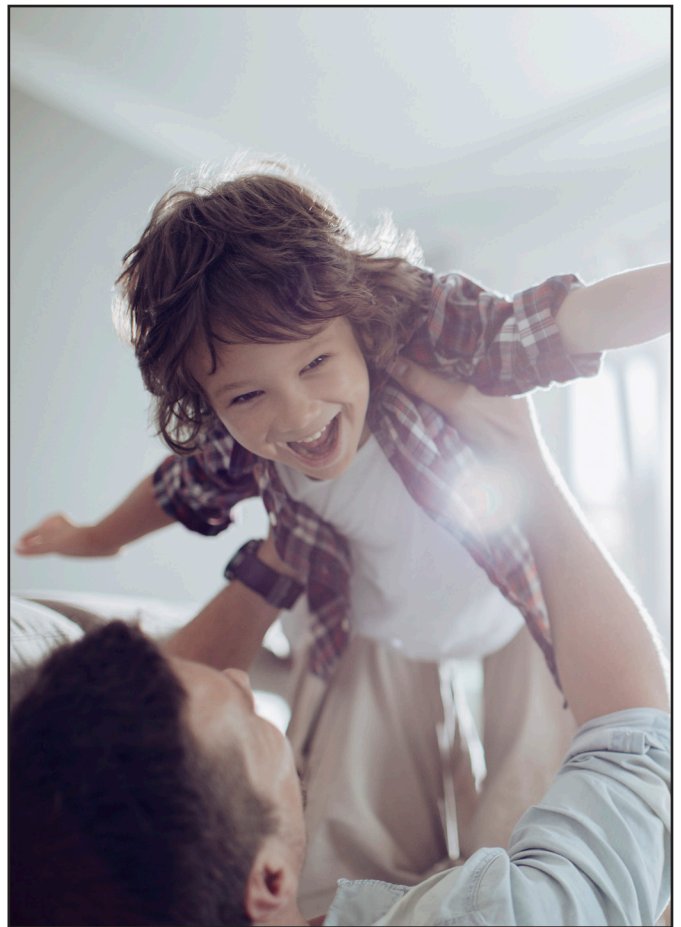
Homebuyer Education Features

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

Homebuyer Education Benefits

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

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



The Fantastic FOUR

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

History

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



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

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

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

Housing Counseling

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

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

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

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

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

Course Length

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

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

Homeowner Education

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

Financial Basics

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



See for yourself

To access the course:

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

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

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



Videos

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

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

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

This Memorandum of Understanding (MOU) describes and confirms an agreement which is entered into this 12th day of **November 2025**, by and between IDAHO HOUSING AND FINANCE ASSOCIATION, an independent public body corporate and politic of the State of Idaho DBA Finally Home![®] having its principle business address at 565 W Myrtle St, Boise, Idaho 83702-7675 and City of Wausau, Development Department, 407 Grant Street, Wausau, WI 54403.

The purpose of the agreement is to formalize and set forth terms and understanding between Finally Home![®] and City of Wausau, Development Department for providing Finally Home! Homebuyer Education.

WHEREAS, City of Wausau, Development Department desires to use Finally Home! to provide services to meet online homebuyer education needs.

NOW, THEREFORE, it is agreed as follows:

CITY OF WAUSAU, DEVELOPMENT DEPARTMENT RESPONSIBILITIES

1. City of Wausau, Development Department acknowledges that their organization is using IHFA's online homebuyer education platform and the Finally Home! program, as a whole, explicitly belongs to and is operated by IHFA.
3. City of Wausau, Development Department will use the provided product/partner specific URL in order to market the program to potential class participants.
4. City of Wausau, Development Department will use the Finally Home! promotional kit provided by Finally Home!. All marketing of the program must include either the Finally Home! logo or attribute it to Finally Home![®].
5. City of Wausau, Development Department acknowledges that IHFA makes every effort to provide accurate and complete information through the Finally Home! Homebuyer Education Program and that Finally Home! assumes no liability for the accuracy, completeness, or usefulness of any information, product, resource or process disclosed within the course or by its instructors, counselors, or staff.
6. City of Wausau, Development Department acknowledges that students will pay \$70 per registration for Finally Home! Homebuyer Education. Currently, a promotion is in place for students that are low income. They will receive the course on a tiered pricing basis. Finally Home! reserves the right to end this promotion without notice.

City of Wausau, Development Department has the option of purchasing coupon codes to cover the cost of the course for students. Students will need to use the coupon code during course registration to receive the course for free. The price of each coupon for Finally Home! Homebuyer Education will be \$50.

FINALLY HOME!® RESPONSIBILITIES

1. Finally Home! agrees to provide the following:
 - a. Partnership page where City of Wausau, Development Department students can register directly. This page is template based but will include customized text from City of Wausau.
 - b. Finally Home! will provide customer service support to students/borrowers via email, chat, and phone.
2. Finally Home! periodically upgrades the online course. Finally Home! will make every effort possible to provide uninterrupted service during upgrades. It is however understood that interruption may occur from time to time.
3. Finally Home! shall provide City of Wausau, Development Department with a quarterly report for all students who have graduated from the Finally Home! course that accessed the course through the affiliated partnership page and/or used a City of Wausau, Development Department issued coupon code. Type of report is **TBD**.
4. Finally Home! agrees it will execute an amendment to this Agreement when any changes in the terms of this MOU occur.

TERM

This Agreement shall be in effect beginning **November 12, 2025**, and will be ongoing indefinitely. Termination may occur, at any time, by either party with 30 days' notice.

INVOICING AND PAYMENTS

The overall course fee for students registering through the partnership page is \$70 dollars. Discounts may apply based on self-reported AMI. Should the City of Wausau, Development Department choose to purchase coupon codes to hand out, the agreed upon cost per coupon code is \$50, allowing the coupon holder to take the course for free. Finally Home! will invoice the City of Wausau, Development Department for all students that registered using the coupon code assigned to City of Wausau, Development Department on a quarterly basis.

Finally Home! will supply City of Wausau, Development Department, with an invoice on a quarterly basis.

Invoices will be paid via check to:
Idaho Housing and Finance Association
Attn: Finally Home!
PO Box 7899
Boise, ID 83707-1899

Finally Home! will evaluate this payment structure after 90 days. If needed Finally Home! will provide an amendment to this agreement.

MISCELLANEOUS

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

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

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

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

Hold Harmless. City of Wausau, Development Department hereby agrees to indemnify and hold harmless IHFA and its members, officers, directors and employees for all third-party losses, damages, liabilities, obligations, judgments, causes of action, costs, and expenses (including reasonable attorney fees) arising directly or indirectly out of **City of Wausau, Development Department** activities, including but not limited to its performance of this agreement.

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

This Agreement is entered in the date first above written.

Signature

City of Wausau, Development Department

Date

Signature
Finally Home!®

Date

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

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

WHEREAS, the City of Wausau administers a down payment assistance program utilizing multiple funding sources to assist eligible participants, and as part of program requirements, participants must complete homebuyer education and counseling if applicable; and

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

WHEREAS, IHFA is a HUD-approved housing counseling agency that offers homebuyer education and counseling to homebuyers and owns and operates the Finally Home![®] program; and

The purpose of this Agreement is to formalize and set forth the terms and obligations between IHFA and CITY for providing Finally Home![®] homebuyer education and counseling.

WHEREAS, CITY desires to use IHFA’s Finally Home![®] Program to provide services to meet online homebuyer education and counseling needs.

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

1. **DEFINITIONS**

Area Median Income
Idaho Housing and Finance Association
Finally Home![®] a trademark registered by IHFA

2. **The purpose of this Agreement is for IHFA to partner with the CITY to provide online homebuyer education and counseling to participants of CITY programs.**

3. **OBLIGATIONS OF THE PARTIES**

a. **CITY RESPONSIBILITIES**

1. CITY acknowledges that it will use IHFA’s online homebuyer education and counseling platform and the Finally Home![®] program, as a whole, explicitly belongs to and is operated by IHFA.

3. CITY will use the provided product/partner specific URL in order to market the program to potential participants.
4. The City shall use the promotional kit provided by Finally Home!®, and all marketing of the program shall display the Finally Home!® logo or provide proper attribution.
5. CITY acknowledges that IHFA makes every effort to provide accurate and complete information through the Finally Home!® Homebuyer Education Program and that Finally Home!® assumes no liability for the accuracy, completeness, or usefulness of any information, product, resource or process disclosed within the course or by its instructors, counselors, or staff.
6. CITY acknowledges that participants will pay \$50 per registration for Finally Home!® Homebuyer Education directly to IHFA.

CITY, at its sole option, may purchase coupon codes to cover the cost of the course for participants in the City's Down Payment Assistance Program who register for the course online. The price of each coupon for Finally Home!® Homebuyer Education is \$50.

b. FINALLY HOME!® RESPONSIBILITIES

1. Finally Home!® agrees to provide the following:
 - a. Partnership page where CITY participants can register directly online. This page is template based but will include customized text from CITY. The partnership page is hosted and managed by Finally Home!® and can be accessed at:
 - <https://www.finallyhome.org/partners/wausauwi/>
 - b. Finally Home!® will provide customer service support to participants via email, chat, and phone.
2. Finally Home!® periodically upgrades the online course. Finally Home!® will make every effort possible to provide uninterrupted service during upgrades. It is however understood that interruption may occur from time to time.
3. Finally Home!® shall provide CITY with a quarterly report for all participants who utilized the Finally Home!® Homebuyer Education course and for those who used a CITY- issued coupon code. The report will include name, address, and email address. The quarterly reporting shall begin in the fourth month, following the first quarter the Agreement is in effect.

c. TERM

This Agreement shall commence on the Effective Date and shall continue in effect indefinitely unless and until terminated by either party upon thirty (30) days' prior written notice to the other party.

d. INVOICING AND PAYMENTS

The overall course fee for participants registering through the partnership page is \$70, payable directly to Finally Home!® during registration. Discounts may apply based on self-reported Area Median Income ("AMI"). The City of Wausau, Development Department may provide coupon codes to eligible participants, covering \$50 of the course fee. Participants using a coupon code may register online and access the course at no cost. Finally Home!® will invoice the City quarterly for all participants who used

coupon codes, beginning the month following the first quarter of this Agreement. Invoices will be due within 30 days of receipt and will include the quarterly report verifying the number of coupon codes used.

Invoices will be paid by check made payable to:

Idaho Housing and Finance Association

Attn: Finally Home!®

PO Box 7899 | Boise, ID 83707-1899

e. MISCELLANEOUS

1. **Entire Agreement.** This agreement and each **Exhibit** [There are no exhibits referenced or attached. Do you want to include the partner page template or toolkit or anything else?] hereto, taken together, constitute and contain the entire agreement of the parties and supersede any and all prior agreements, negotiations, correspondence, understanding, and communications between the parties, whether written or oral, respecting the subject matter hereof. In the case of an ambiguity in the application of any provisions of this Agreement or any attached Exhibits, the terms of the Agreement shall control and not be interpreted against either party on the basis of which party drafted the language contained herein.
2. **Severability.** If, for any reason, a court or other body of competent jurisdictions finds, or the parties mutually believe, any provision of this agreement or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible and the remainder of this agreement will continue in full force and effect if the resulting agreement effects the original intent of the parties. The parties shall negotiate in good faith toward an enforceable substitute provision that most nearly achieves the intent and effect of the invalid or unenforceable provision.
3. **Assignment.** Neither this agreement, nor any rights or obligations hereunder, may be assigned by either of the parties hereto, voluntarily or by operation of law, to any third party without prior written consent of the other party hereto. Subject to the forgoing, this agreement will insure to the benefit of and be binding upon the parties hereto and their successors and assigns.
4. **Amendment.** This agreement may not be amended, except upon the written agreement of both parties.
5. **Force Majeure.** Except with respect to the payment of money, neither party will be liable or responsible in any manner to the other for failure or delay to fulfill any of its obligations under this agreement when the failure or delay is due to fires, strikes, acts of God, legal acts of public authorities, delays or default caused by the fault of public carriers, or for any other cause which cannot be reasonably forecasted or provided against. However, any negligence including gross negligence by either party is considered reasonably forecasted for purpose of this section. Such negligence by either party does not exclude liability of that party.
6. **Mutual Indemnification Agreement.** The parties hereby agree to indemnify and hold each other, their members officers, directors and employees, harmless for all third- party losses, damages, liabilities, obligations, judgements, causes of action, costs, and expenses (including reasonable attorney fees) arising directly or indirectly out of this agreement. Except for damages arising from a party's gross negligence, willful misconduct, or indemnification obligations, neither party shall be liable to the other party whether in contract, tort (including negligence), warranty or otherwise, for any indirect, incidental, special, consequential, exemplary or punitive third-party damages (including, without limitation, loss of profits), arising out of or relating to this agreement.

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

This Agreement is effective upon the date first above written.

Mayor Doug Diny, City of Wausau

Date

Kaitlyn Bernarde, City of Wausau Clerk

Date

Signature
Idaho Housing and Finance Association
d/b/a Finally Home!®

Date