



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of: **ECONOMIC DEVELOPMENT COMMITTEE**

Date/Time: **Tuesday, October 6, 2020 at 5:15 p.m.**

Location: **City Hall, Council Chambers**

Members: Tom Neal (C) , Lisa Rasmussen, Sarah Watson, Becky McElhane and Tom Kilian

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

- 1 Approval of the Minutes from 9/01/2020
- 2 Discussion and Possible Action on the proposal received by Cherry Tree Dental for a development in the Riverlife area.
- 3 Discussion and Possible Action on the proposal received by Aedifix Holdings for development of multi-family housing in the Near North neighborhood along North 2nd and 3rd streets.
- 4 Discussion and Possible Action on the request for tax incremental finance support by Westside Warehousing for a \$6.5 million expansion at 835 South 66th Avenue.
- 5 Discussion and Possible Action on the issuance of a Request for Proposal (RFP) for the Thomas Street Phase 2 Remnant Parcels.
- 6 Discussion and possible action on creation and implementation of Wausau Poet Laureate Program.
- 7 Approving city's Waiver of First Right of Refusal to Repurchase property at 5801 Packer Drive from Ideal Properties of Central Wisconsin, LLC, f/k/a T & L Properties of Wausau, LLC to Gore Enterprises LLC
- 8 Presentation and discussion of Environmental Justice.
- 9 **CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:
 - Proposal received for Cherry Tree Dental in the Riverlife area.
 - Proposal received for Aedifix Holdings in the Near North area of North 2nd and 3rd streets.
 - Westside Warehousing request for TIF assistance.
- 10 **RECONVENE** into Open Session to Take Action on Closed Session Items, If Necessary
- 11 Updates
 - Wausau Center Mall Planning
 - Aedifix Builds proposal for the Riverlife area.
 - Wausau Cares Loan and Grant Program for Small Businesses
 - November 4 date schedule for regular ED Committee meeting
- 12 Adjournment

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

This Notice was posted at City Hall and emailed to the Media on 9/30/2020

Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling 1-408-418-9388. The Access Code is **146 906 1958**. Password is **wausau** Individuals appearing in person will either be seated in the Council Chambers or an overflow room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet at <https://tinyurl.com/WausauCityCouncil>, on the City of Wausau's YouTube Channel https://www.youtube.com/channel/UC-Nigpdco_i8sq5FbbJD_aw, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at https://www.youtube.com/channel/UC-Nigpdco_i8sq5FbbJD_aw af. Any person wishing to offer public comment who does not appear in person to do so, may e-mail Sean Fitzgerald at sean.fitzgerald@ci.wausau.wi.us with "Economic Development Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

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) 261-6590 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.

ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, September 1, 2020 at 5:15 p.m., Council Chambers

Committee Members Present: Tom Neal (c), Lisa Rasmussen, Sarah Watson, Becky McElhane and Tom Kilian

Others Present: MaryAnne Groat, Anne Jacobson, Brad Lenz, Katie Rosenberg, Sean Fitzgerald, Deb Ryan, Lou Larson and Michelle Van Krey.

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

The Economic Development Committee meeting was called to order by Neal at 5:15 p.m.

Agenda Item #1 Approval of the Minutes from 08/04/2020

Motion by Watson, second by Kilian to approve the minutes. Motion passed 5-0.

Agenda Item #2 Discussion and Possible Action on the proposal from Aedifix Holdings for four residential buildings and a multi-tenant commercial building on the East Thomas Street remnant parcels between Cleveland Avenue and McCleary Street.

Public comments against the proposal from Aedifix Holdings were received during the meeting by the following:

Lou Larson, 904 S 21st Place
Larry Dassow, 117 River Street
Debra Ryan 702 Elm Street
Mary Kloth 314 Porter Street
Bruce Canes 118 River Street
Terri Kilian 133 East Thomas Street
Gary Gisselman 319 Park Avenue
Vichay Gillette 1008 South Thomas Street
Vicky Harness 1240 South 9th Avenue

Reasons for opposition during public comment include the proposed sale price of the land to Aedifix, the density of the project, increased traffic and concern about having renters in the area.

Rasmussen noted that much of the public feedback received opposed selling the land to Aedifix for \$1 and that considering how well the other rental properties are doing and the demand for them it seemed difficult to incentivize the project. The other concern regarding density and the traffic coming and going from the rentals should be noted as well. Rasmussen had a conversation with Ann Werth, former ED director, about single family homes on those lots instead of multi-unit rentals. Since the City already owns the land an option could be for Community Development to put up single family homes.

Neal agrees that there is less risk involved with this second phase of development and that selling the land for a \$1 might not be appropriate.

Kilian reflected on the public input meeting held two weeks prior. The takeaway from that meeting seemed to be that many residents wished to see affordable single family homes on those lots.

Rasmussen reviewed what she thought our options for this meeting were. Those options were: move forward with the current RFP, re-RFP the site or use Community Development programs to place single family homes on the site and reject the current proposals.

McElhaney supports development on this site in order to return tax base to the City but is not set on any specific proposal. She questioned if the economic development department has looked in to if there are any developers that would build single family homes on the site.

The Mayor asked that the committee think about the direction they'd like to go with this and instead of voting the proposal up or down, give staff instruction on what to bring back at future meetings.

Motion by Rasmussen, second by McElhaney to reject both proposals and instruct Community Development staff to bring back a plan for 5-6 single family homes using Community Development programs and funding. Motion passed 5-0.

Updates-given by Fitzgerald

- **Wausau Center Mall Planning - Joint Meeting with FINANCE on 09/22/2020**

WOZ will be at the 9/22/20 Finance Committee meeting to give an updated presentation on the project. This will be a joint Finance and Economic Development Committee meeting.

- **Move November 3, 2020 meeting date due to conflict with elections**

The City Clerk has asked that the November Economic Development Committee meeting be moved from Election Day because they will need the space in the Council Chambers for election activities. An email will go out to the committee to determine a time to reschedule.

- **Cherry Tree Dental**

Information will be presented at the next meeting regarding this project.

- **Aedifix Builds proposals for Riverlife and 2nd & 3rd streets**

Information will be presented at the next meeting regarding this project.

- **Update on Wausau Cares loan and grant program for small businesses**

21 grants have been awarded for a total of \$31,500, 21 applications are in process with 7 grants still available.

6 loans have been awarded for a total of \$66,414.

- **Update on Diversified Companies expansion**

Diversified is considering their options to make a new offer on a parcel they had previously proposed to purchase for a \$1.

• **Update on 1300 Cleveland Ave. (former Incubator site) Phase 2 environmental testing**

September 10th is the deadline to respond to the RFP. It is anticipated that testing will occur in October with results coming in mid to late November and a report to the City in December. If this timeline proceeds as expected this item would be presented at the January Economic Development Committee meeting.

Adjournment

Motion by Watson, second by Kilian to adjourn the meeting. Motion passed 5-0.

Adjournment Time: 6:27 p.m.



Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From: Sean Fitzgerald, Business Development Specialist

RE: Staff memo on Cherry Tree Dental

City of Wausau received a proposal from Cherry Tree Dental as a result of a request for proposal issued in June 2020 for an estimated **\$2.2 million**, 6,100-sq. ft. dental practice developed on a portion of Lot #2 in the Riverlife district (see attached map). The proposal was submitted in collaboration with a proposed residential project from Aedifix Holdings in order to give the site multiple uses and a higher density, but for practical purposes the city will work with each developer as a separate project.

This project would unite the existing practices of Drs. David Aicher, D.D.S. and Wen Sun, D.D.S. of Advanced Dental Professionals (617 Jackson Street) along with that of Dr. Fred Prehn, D.D.S. (Prehn Dental, 413 Jefferson Street) in a state-of-the-art clinic serving an estimated 13,200 patient visits annually. The combined clinic employs 20 fulltime staff with a cumulative annual payroll of \$2.1 million. Additionally, Cherry Tree Dental owns the property at 617 Jackson St. and will repurpose this facility as a specialty dental clinic, which is expected to bring three endodontists and additional professional support staff to the community's workforce.

The dental clinic proposal supports a mission of creating a medical campus at the north end of the intercity. Combined with Eye Clinic of Wisconsin, the new Aspirus clinic under construction and the YMCA, the introduction of dental services provides a compendium of health services to the growing number of downtown and Riverlife area residents. Please note the letters of support from Eye Clinic of Wisconsin and Woodson YMCA Foundation included in this packet.

The building itself is a high-end design consistent with the urban vision for the Riverlife district. Located away from the Wisconsin River and near the River Drive/Fulton Street intersection, the facility will offer attractive architecture to pedestrians on the walkways along Stinchfield Creek. The building design and site plan will still require approval from the city's Plan Commission.

Cherry Tree Dental previously submitted a proposal discussed at the June 2020 Economic Development committee meeting, and tailored this revised proposal to be responsive to the committee's previous concerns. Those plan modifications include a higher density use of the property; several revisions of the building architecture, materials and roof lines; a reduction in its parking load; and a substantial decrease in its request for financial assistance.



The developer is proposing to purchase the northern two-thirds of Lot #2 for \$140,000, an amount consistent with a recent real estate broker opinion of value conducted for the parcel. The developer is also requesting tax incremental finance participation of \$175,000 to cover the extraordinary foundation costs associated with poor soil conditions. Please note the attached term sheet outlining the proposed structure for city TIF participation. If developed as proposed, the property would generate an estimated \$54,500 in annual tax revenue based on the city's 2019 tax rate.

Staff from the City of Wausau Community Development Department strongly believe this proposal aligns with the vision for the Riverlife district and will encourage additional commercial development momentum within the district. It also believes the proposal fulfills a needed health care service in this area of the community. Staff recommends approval of the sale of the land to Cherry Tree Dental as well as the proposed TIF assistance.



Advanced Dental Professionals of Wausau (the combined dental offices of Drs. Aicher, Sun and Prehn)

Updated (July 2020) development proposal for new dental clinic development at the Wausau Riverlife location

Submitted by Cherry Tree Dental, LLC
Jack Young and David Aicher, DDS
617 Jackson Street
Wausau, WI 54403
Jack.young@cherrytreedental.com
(608) 833-221

Cherry Tree Dental's proposal is separate from, and submitted in coordination with the proposal from The Blenker Companies and Jason Blenker.

Overview of Project:

If accepted Cherry Tree Dental's (CTD) portion of the project (separate from and not including Blenker Companies' project) would relocate two of its existing downtown Wausau practices to the proposed \$2.2M, approximately 6,100sf new facility. The practice of Drs David Aicher and Wen Sun DDS (Advanced Dental Professionals, 617 Jackson Street), and the practice of Dr Fred Prehn DDS (Prehn Dental, 413 Jefferson Street) would be relocated and co-located at the proposed facility. The proposed, larger dental facility will accommodate additional space needed due to growth of both practices. Cherry Tree Dental owns the Advanced Dental Professionals property at 617 Jackson Street. This 4,000sf location, fully remodeled in 2012, will be repurposed as a specialty dental clinic for Cherry Tree, where we will continue to operate at the location for the foreseeable future. Dr Prehn owns the property at 413 Jefferson.

The proposed, combined dental clinic will continue to maintain the presence of over 13,200 annual patients visits through the premises and the local shops and businesses in downtown Wausau. It is Cherry Tree's as well as our dentists' desire to remain in the downtown vicinity and continue our long-tenured downtown presence.



Responses to Wausau Economic Development Committee Feedback:

A previous proposal from Cherry Tree Dental was considered at the Committee's June meeting. We want to highlight the feedback received and what we have incorporated into this revised proposal to address the committee's concerns:

Single purpose structure; Lack of mixed-use development: Cherry Tree and the Blenker Companies have coordinated their respective proposals to offer a more-dense utilization of the properties. Cherry Tree and our dentists feel the operation of a stand-alone structure however is in better keeping with their patients' expectations for the high level standard of care provided at their clinics, and provides a patient experience that is not able to be replicated in a shared-use setting. We also believe parking load and traffic flow will pose difficult challenges with the size of the available property if additional mixed-use businesses were added to the project.

The suburban look and feel of the proposed dental building is inconsistent with downtown environment: Cherry Tree will incorporate architecture, materials, roof lines and designs consistent with adjacent structures and submit these to the Committee for their pre-approval.

Surface parking load is too high and unsightly: We have reduced the parking load to our operating design minimums, as well as moved surface parking away from the intersection of First and Fulton Streets. We have also coordinated the combined parking needs of both the Blenker Companies and Cherry Tree Dental projects. Cherry Tree would consider underground parking at the location if there was City assistance to provide for the additional expense associated with the underground parking. We are also prepared to provide additional landscaping features to further reduce visual presence of the parking areas from the street.

Financial assistance request was excessive: Cherry Tree and the Blenker Companies are asking for what the City has provided to other similar development opportunities. We are asking for the land and an offset to the expenses associated with additional development costs for known soil condition issues at the site. We do not anticipate this being more than 5% of the total project.

Proposal:

Cherry Tree Dental's portion of the project is estimated to cost \$2.2M. This amount includes all construction costs and an investment of approximately \$500,000 in dental equipment at the new



facility. We request to acquire the property at the northeast corner of First and Fulton Streets together with Blenker Companies for \$1.00. Cherry Tree and the Blenker Companies would divide the property as appropriate for each of their respective projects. We also request an amount not to exceed 5% of the total development costs in the form of development cost reimbursement or tax incremental funding due to known incremental development costs that will be necessary due to known existing soil condition issues at the proposed site.

About Cherry Tree Dental:

Cherry Tree Dental is an owner and operator of over 30 well regarded dental clinics throughout Wisconsin. Cherry Tree made its start in Wausau in 2006 and has subsequently had the opportunity to work with many of the most preeminent dentists in Wausau and greater Wisconsin. Cherry Tree currently works with 35 dentists in 25 clinics throughout Wisconsin. Cherry Tree Dental is privately owned and includes ownership by 9 of its dentists.

Financing:

Cherry Tree Dental has constructed or remodeled 3 dental facilities in Wausau together with Keller. Across Wisconsin Cherry Tree and Keller have completed 9 projects together in the past 14 years. Cherry Tree will finance this project through company equity and bank financing. Cherry Tree's credit facility has already approved this project.

Respectfully submitted,

Jack Young, President
Cherry Tree Dental, LLC and Cherry Tree Dental Real Estate, LLC

Cherry Tree Dental Term Sheet

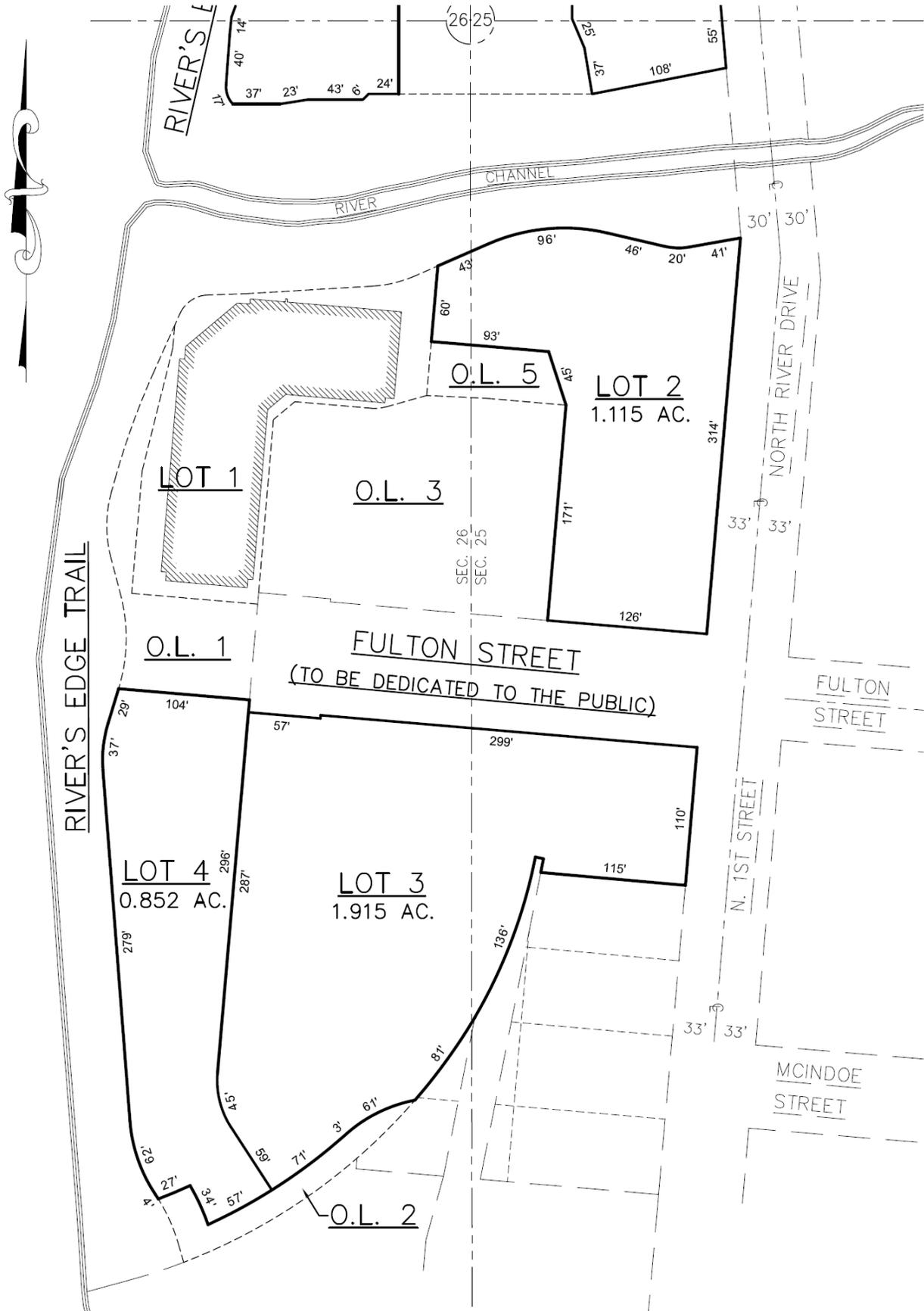
The Developer will construct/cause the construction of a new commercial facility with a minimum construction value of \$2,200,000.

The City shall sell a 'to be surveyed' parcel from Lot #2 in the Riverlife district for \$140,000.

The City shall provide \$100,000 in up front tax incremental finance payments and reverse TIF payments upon the completion of construction of 50% of complete and full increment of the new facility for two years, not to exceed a total of \$75,000 in reverse TIF payments.

RIVERFRONT SOUTH

PART OF SECTIONS 25 AND 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.





CHERRY TREE DENTAL

WAUSAU,

WISCONSIN



Keller

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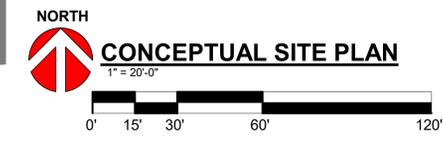
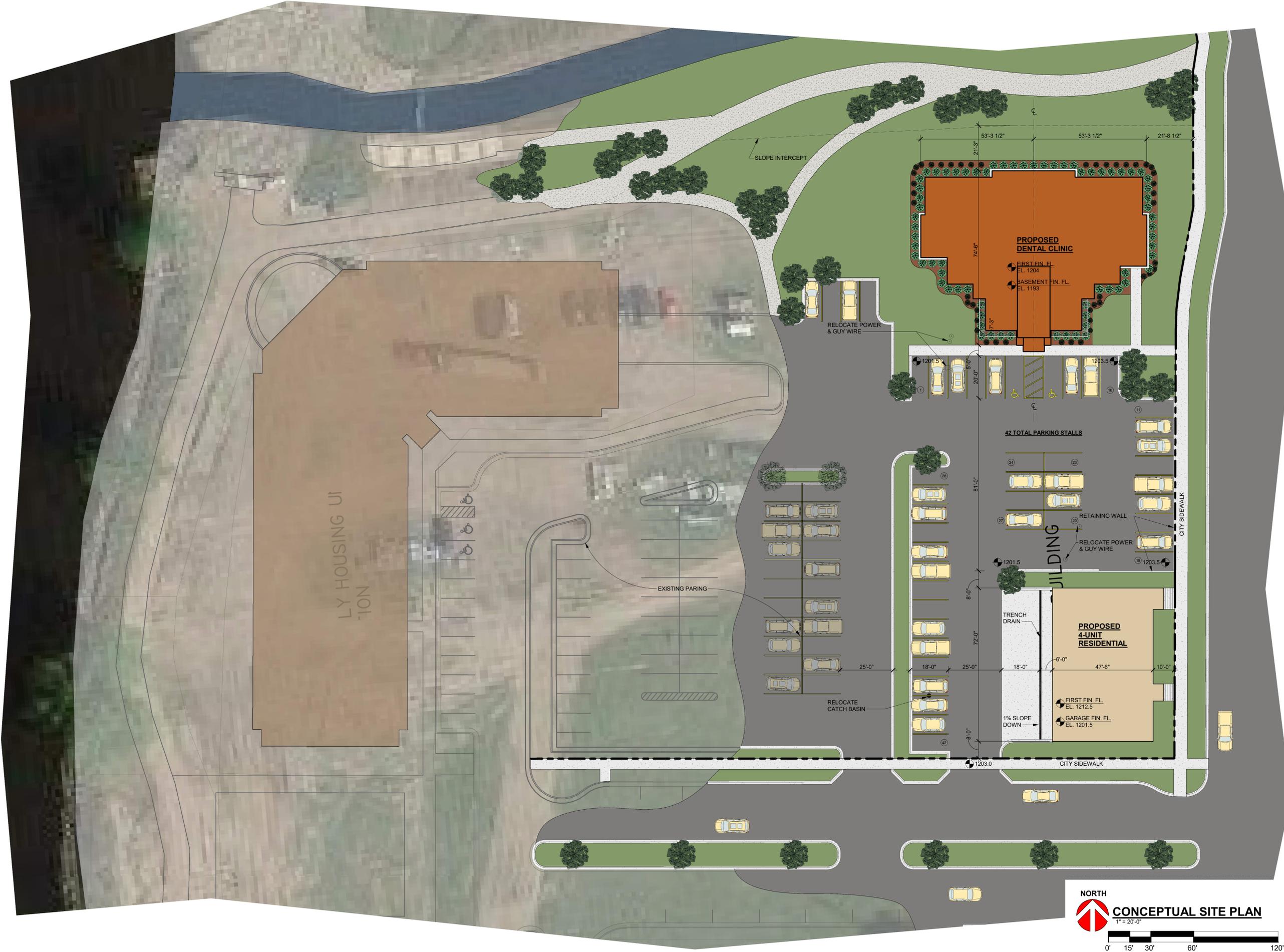
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1	05.29.2020	J.R.S.
2	07.23.2020	J.R.S.
3	8.27.2020	J.R.S.
4		
5		
6		

PROJECT MANAGER: V. NYSTROM
DESIGNER: S. KLESSIG
DRAWN BY: J.R.S.
EXPEDITOR: -----
SUPERVISOR: -----
PRELIMINARY NO: P20122
CONTRACT NO: -----
DATE: 05.19.2020
SHEET: **C1.1**



PRELIMINARY - NOT FOR CONSTRUCTION



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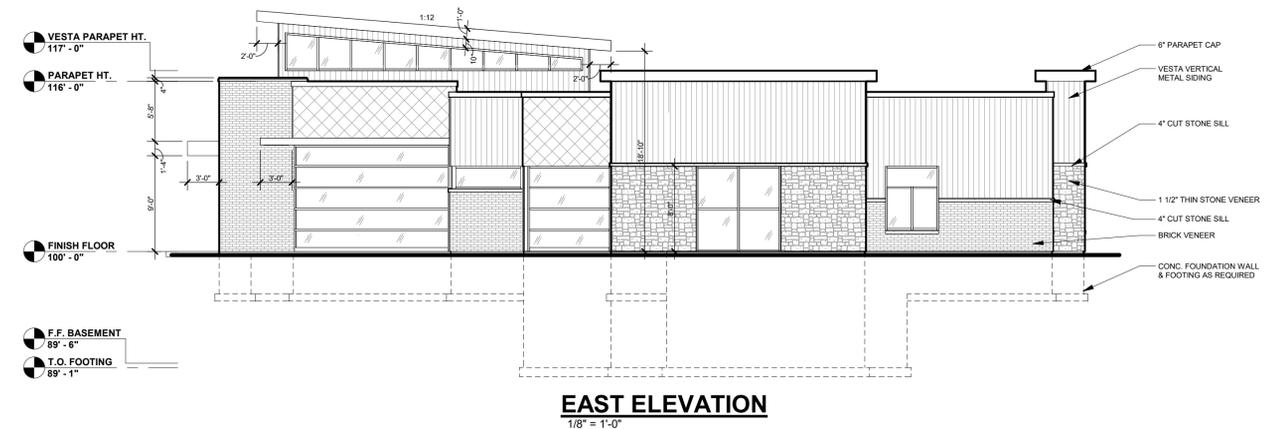
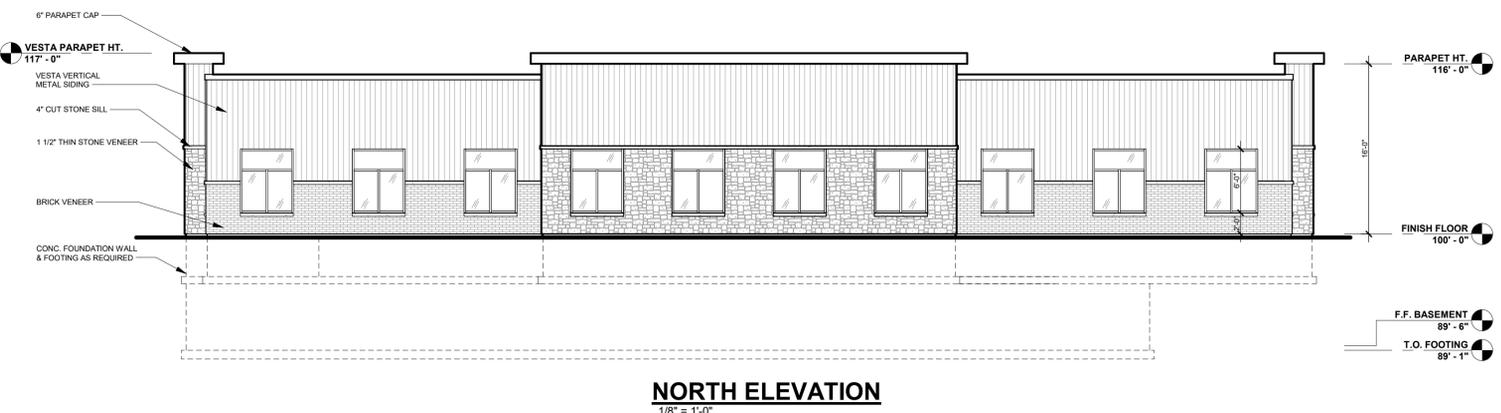
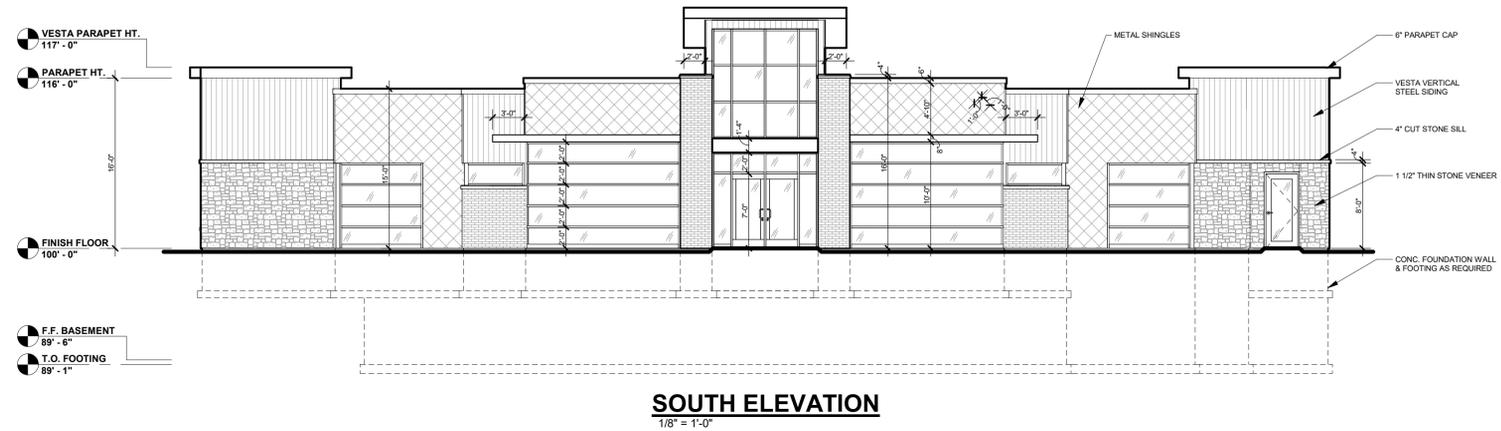
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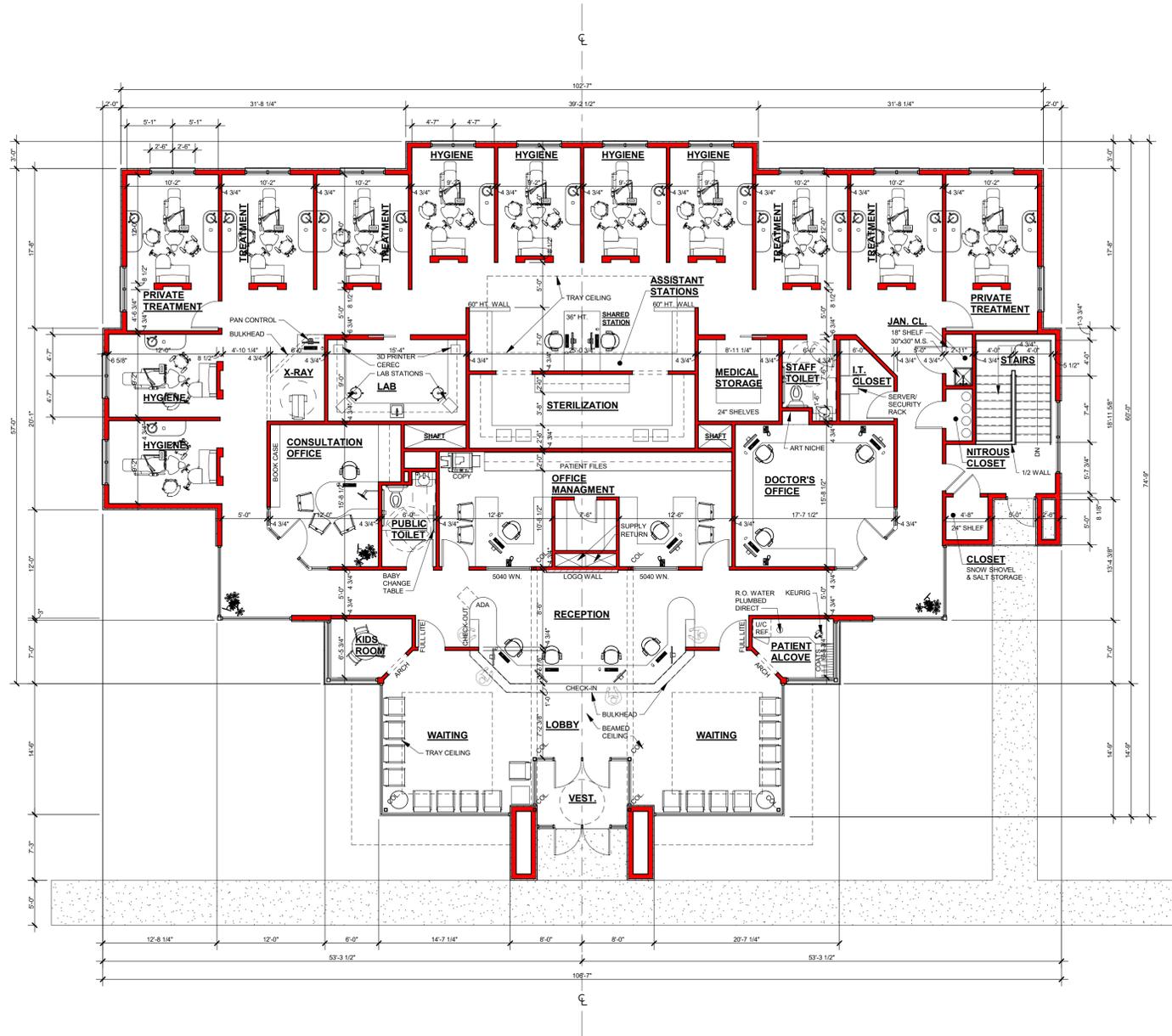
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	NEW MASONRY/ VENEER WALL
	NEW COOLER/ FREEZER WALLS
	NEW FOUNDATION WALL
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	FIRE WALL OR FIRE BARRIER



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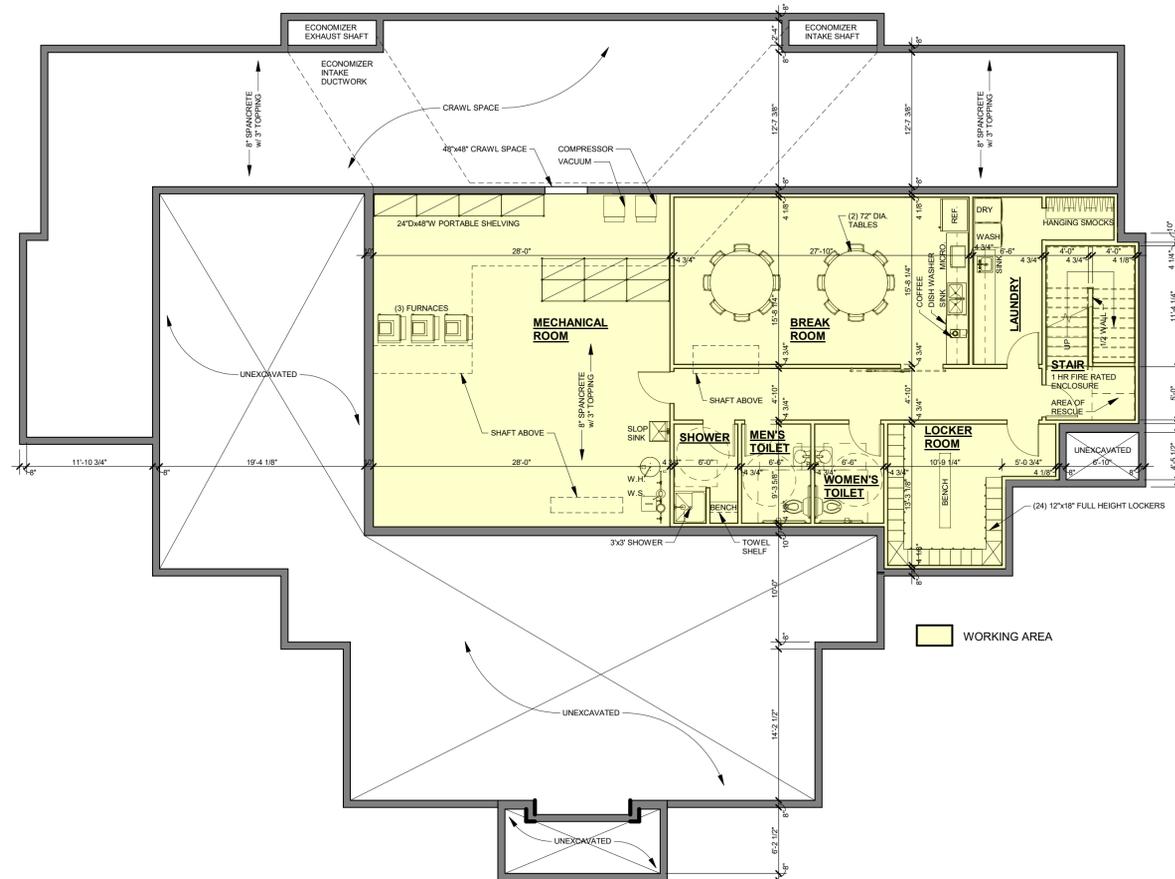
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	DEMO WALLS
	FIRE WALL OR FIRE BARRIER

NORTH

BASEMENT PLAN
 1/8" = 1'-0"

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05.19.2020

SHEET:
A1.2



Board Certified Ophthalmologists

MATHEW W. ASCHBRENNER, M.D.

Diseases and Surgery of the Retina and Vitreous

ROBERT N. BEAUCHENE, M.D.

Comprehensive Ophthalmology

DOUGLAS T. EDWARDS, M.D.

Refractive Surgery
Comprehensive Ophthalmology

KEVIN T. FLAHERTY, M.D.

Corneal / External Disease
Ophthalmic Plastic Surgery
Comprehensive Ophthalmology

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CHRISTOPHER M. GALANG, D.O.

Pediatric Ophthalmology
Ophthalmic Plastic & Reconstructive Surgery

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Ophthalmic Plastic Surgery
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MATTHEW G. HATTENHAUER, M.D.

Glaucoma
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Glaucoma
Comprehensive Ophthalmology

DEEPAK SAMBHARA, M.D.

Medical Retina and Diseases of the Vitreous

AFUA A. SHIN, M.D.

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Comprehensive Ophthalmology

DAVID C. TUMAN, M.D.

Neuro-Ophthalmology
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Comprehensive Optometry

GINA L. HECK, O.D.

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AMANDA B. HOFFMANN, O.D.

Comprehensive Optometry

KATIE J. MICHALSKI, O.D.

Comprehensive Optometry
Management of Retina Diseases

JENNIFER N. MARCELL, O.D.

Comprehensive Optometry

MATTHEW J. JOHNSON, O.D.

Comprehensive Optometry

RICKY L. SCALCUCCI, O.D.

Comprehensive Optometry
Low Vision Services

Doctor of Audiology

LORI J. FISH, Au.D.

Comprehensive Audiology

August 11, 2020

Dear Mr. Sean Fitzgerald:

As a local business in the downtown Wausau area, the Physicians at the Eye Clinic of Wisconsin would like to express our strong support for the construction of a new dental clinic joining the area on North 1st Street.

This project is important to the Eye Clinic of Wisconsin specifically because it will have the potential to bring in more patients for both practices, as well as build on the business community of the downtown Wausau area. By combining their practices, this 3-doctor dental clinic has the capability of seeing 19,000 patients a year with the potential of that number to increase. Enhancing the medical offerings available in the downtown area will make the community grow even more.

We strongly support the construction of this dental clinic being added to the community and are excited for this opportunity to take place. We hope that you take this letter into consideration when making your decision on this project. We look forward to seeing what the outcome is with hopes of continuing the growth of the downtown Wausau area.

On behalf of the Eye Clinic of Wisconsin Physicians,

Kimberly Goddard
Administrator
Eye Clinic of WI, SC/EC Laser and Surgery Institute of WI, LLC
800 N 1st Street
Wausau, WI 54403
715-261-8557

800.472.0033

www.eyeclinikwi.com

ANTIGO

109 State Hwy 64
FAX: 715.623.2400

MEDFORD

101 S Gibson St, Ste 16
FAX: 715.748.0667

MERRILL

503 S. Center Ave, Ste 7
FAX: 715.536.1261

RHINELANDER

2 E. Ocala St
FAX: 715.362.2081

STEVENS POINT

3401 Stanley St
FAX: 715.344.7391

WAUSAU

800 N. 1st St
FAX: 715.261.8665

WISCONSIN RAPIDS

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FAX: 715.712.3353



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

August 12, 2020

WOODSON
YMCA
FOUNDATION

707 Third Street
Wausau, WI 54403
Phone: 715.845.2177
Fax: 715.841.1834

Board of Directors

Chad Kane
President

Gary Freels
Past President

Stephen Spire
Vice-President

Matthew Heywood
Treasurer

Bryan Bailey
Asst. Secretary/Treasurer

Margaret Anderson

John Dudley

Tom Grimm

James McIntyre

Hank Newell

Todd Nicklaus

Matt Rowe

John Tubbs

To whom it may concern:

The Woodson YMCA and its Board of Directors support the continued development and improvement of downtown Wausau. Our recent \$25 million expansion and renovation project, which was privately funded, was completed with a wide variety of individual, business, non-profit and government support – a true collaborative effort. Like the 400 Block, the Eye Clinic of Wisconsin, the Dudley Tower, the Jefferson Street Inn and many other important downtown projects, we hope to be yet another catalyst for future growth and investment.

In that regard, the contemplated Cherry Tree Dental Clinic investment on First Street, across from the ABC Supply Building, would be another great step towards the development of comprehensive professional services that benefit the entire Wausau community. With the soon-to-be started Aspirus East Side Clinic, along with the aforementioned Eye Clinic of Wisconsin headquarters, this project would be a great addition to the downtown integrated medical campus we envisioned years ago when we first dreamed of the YMCA facilities upgrade.

The newly-completed YMCA project and the beautiful Riverlife development will bookend this natural-forming medical campus from east to west, bringing many thousands of visitors downtown every year. These professional service offerings are wonderfully complementary to the plan for increased residential, recreational, business and retail investment. The WOZ redevelopment plans for the downtown mall to the south, and the wonderfully updated Athletic Park to the north, will make the downtown Wausau area a place to rival any community in the country – truly the “Best Small City in America”.

Please consider embracing the construction of this new dental clinic to help enhance the already growing downtown area and strive to continue such wonderful momentum.

Sincerely,

Bryan Bailey
Woodson YMCA CEO
Operating

Chad Kane
Woodson YMCA Foundation
Board Chair

Margaret Anderson
Woodson YMCA
Board Chair



September 30, 2020

Sean Fitzgerald
Business Development Specialist
City of Wausau
407 Grant St.
Wausau, WI 54403

Dear Mr. Fitzgerald,

We had a preliminary analysis done for the proposed Cherry Tree Dental building located at the Riverlife site. Due to the organic soils, we would propose to use the Geopier Armopact System (rigid inclusion system), similar to previous projects in that area, including WOW and the apartments.

We estimate that Geopier support in the foundations and floor slabs, preparation of a stable working pad, survey and layout of the Geopier elements, removal of obstructions, and removal of installation spoils could be completed for an estimated lump sum consideration of \$175,000. Our estimate assumes installation depths to an average of 15 feet below working grade. Additional borings would be needed to confirm the soils conditions at the specific building location.

Please feel free to reach out if additional questions arise.

Sincerely,

Vern Nystrom
Design/Project Management
715.849.3141
Vnystrom@kellerbuilds.com

ADDRESS

224575 Lilac Avenue
Wausau, WI 54401

PHONE

715.849.3141 1.800.236.2534

WEB SITE

www.kellerbuilds.com



Tax Incremental Financing Policy & Application



City of Wausau, Wisconsin

407 Grant Street

Wausau, WI 54403

www.wausaudevelopment.com

(715) 261-6680



Economic Development Agreement Policy

Purpose

Tax Incremental Financing (TIF) is a governmental finance tool used to provide funds to construct public infrastructure, promote development opportunities and expand future tax base. TIF assistance is only used when the proposed development would not occur “but for” City assistance. The proposed development should be consistent with and reinforce all City plans; and lead to the creation of jobs, the attraction, retention and expansion of strategic businesses and/or the redevelopment of underutilized properties to eliminate blight.

Goals and Objectives

Goal #1 - Economic Development: create jobs through the attraction, retention, and expansion of strategic businesses, support local workforce development and training, improve infrastructure for commercial and industrial expansion opportunities, increase the local tax base.

Goal #2 - City Revitalization: remove blight, encourage new construction on existing city lots, promote historic preservation and adaptive/imaginative re-use of underutilized properties, increase affordable housing, allow higher standards of building design and construction quality.

The proposed development should:

- Improve identified blighted and strategic areas
- Meet the City [Urban Design Standards](#)
- Support the [Comprehensive Plan](#) and relevant neighborhood plans
- Utilize loans over grants
- Serve as gap financing – not be possible “but for” City assistance
- Primarily used for public infrastructure and publicly accessible areas
- Create jobs, commerce and economic activity
- Include substantial private investment of the applicant
- Receive support from neighborhood and stakeholder organizations

Application Process

Developers who seek TIF assistance must meet with Community Development staff and other City staff as appropriate. If staff determines funds may be available, a developer will be asked to submit a [TIF Application](#). A TIF application shall include the following:

- Application describing the nature of the business, proposed plans, and requested assistance
- Project description, purpose of loan and expected benefits. Include cost estimates for building improvements and other capital expenditures, as well as the ratio of total project cost versus the amount of equity invested by owner
- Three-year cash flow projections
- Profit and loss statement for the past three years (if applicable)
- Fees – a non-refundable fee of \$1,000 is required for processing of the initial application. An additional fee of \$500 will be charged for each development agreement amendment required.

The City is not obligated to make a TIF assistance recommendation or conclude negotiations in the event that information has not been presented to its satisfaction or the proposed project lacks feasibility. Meeting policy guidelines or other criteria listed herein does not guarantee the provision of TIF financial assistance nor does the approval or denial of one project set precedent for approval or denial of another project.

Staff verifies the TIF application and distributes the file for review to relevant City departments. The draft development agreement term sheet will be sent to the Economic Development and/or Finance Committee for review. City Council approval is required for all TIF Applications that result in a Development Agreement.



The process for approving funds within a current TID (or within a 1/2 mile radius of an existing TID) may take up to 60 days for final approval. Developers may request TIF funds outside of a Tax Incremental District, but the City of Wausau requires an additional 60 days minimum to allow for an amendment to TID boundaries.



Application for City Assistance

The City of Wausau is a proud partner in assisting investment and business development. Our Development Team welcomes consultation with prospective applicants in advance of this formal application process.

Applicant Information

Legal Name: _____

d/b/a: _____

Mailing Address: _____

Primary Contact #: _____ Cell #: _____

Email: _____

Attorney: _____

Will a new entity be created for ownership? No Yes Name: _____

Principals of existing or proposed corporation/partnership/LLC

Tax Identification #: _____

Project/Property Summary

Overall Project Summary: _____

Parcel Address(es): _____

Proposed Parcel/Land Area: _____ Acres

Proposed Building Area: _____ Square feet

Current Use: _____

Current Assessed Value: \$ _____

Current Property Taxes: \$ _____

Describe any zoning changes that will be needed: _____

Identify any other approvals, permits or licenses: _____

Describe briefly what the project will do for the property and/or neighborhood: _____

Full and part-time jobs to be created by the proposed project including average estimated salary: _____

If existing business, number of current full and part-time employees: _____

Timetable: _____

Development Team

Developer: _____

Architect: _____

Contractor: _____

Other Members: _____

Project Budget/Financial Information

Describe why the project cannot occur “but for” City participation: _____

Identify the sources and uses of funds for the project

	Amount (\$)	Source
Land Acquisition or Facility Purchase		
Demolition		
Environmental Remediation		
Site Clearance and Prep		
Utilities		
Construction of New Building		
Renovation of Existing Structure		
Machinery & Equipment		
Architectural & Engineering Fees		
Legal & Professional Fees		
Project Management		
Appraisal		
Title/Recording/Transfer		
Permits		
Real Estate Taxes		
Contingency		
Licenses		
Other (please specify)		
Total Project Costs		

Identify the sources/expected sources of financing

Source	Amount (\$)	Terms: Years/Interest	Contact
Equity			
Loans			
Grants			
City Participation			
Loan			
Grant			
Other			
Total Financing			

Additional Considerations

Please answer the following:

1. Will you sign a community workforce agreement with the local Building Trades Council? **Yes** **No**
2. Will you agree to source all sub-contractors and building material suppliers from within a 100 mile radius of Wausau? **Yes** **No**
3. Will you agree to not protest to the Board of Review, except in cases of material inaccuracies, your real estate assessment for the subject properties? **Yes** **No**
4. Will you complete the design assistance process of the Wisconsin Focus on Energy Program, which offers incentives and consultations on energy efficiency? **Yes** **No**
5. Will you consider using Property Assessed Clean Energy (PACE) funding which can provide financing support for construction which meets energy efficiency or alternative energy standards? **Yes** **No**
6. Will you provide corporate tax filing verification information for job creation reporting purposes, if requested? **Yes** **No**

Filing Requirements

You must provide all of the following items with your signed application for it to be considered complete:

1. Fee: A nonrefundable application fee of \$1000 made payable to the City of Wausau Community Development Department.
2. Site Maps: Provide a map that shows the location of the site and a map that focuses on the project and its immediate surroundings.
3. Project Renderings: Provide preliminary drawings, plans or renderings for the proposed project.
4. Projections: Provide three (3) years of cash flow projections for the project.
5. Statements: Profit and loss statements for the past three (3) years (if applicable) – this may be shared in a closed session if necessary and requested.

If the project requires planning and/or zoning approvals, you must make these applications concurrent with this request.

Declarations

The City requests answers to the following for any applicant, investor, developer, officer or affiliate of an entity or LLC with an ownership or share of 20 percent or greater in the proposed project:

Involved in a previous or pending lawsuit or legal proceeding?

Yes **No**

Involved in a previous or pending bankruptcy or insolvency proceeding?

Yes **No**

Charged with a crime, paid or otherwise complied with civil penalties, or been the subject of a criminal or civil investigation?

Yes **No**

Have any outstanding tax liens currently or previously?

Yes **No**

Have any projects with a construction delay of six months or greater?

Yes **No**

Please attach a detailed explanation of any YES responses.

Agreement:

I, by signing this application, agree to the following:

1. I have read, and will abide by all the policies, standards and reporting requirements of the City for Tax Incremental Financing (TIF).
2. The information submitted is correct and adequately represented.
3. I understand the City reserves the right to deny approval, regardless of preliminary approval or the degree of construction completed before application for final approval.
4. I authorize the City to check references, run a credit report, verify criminal and financial backgrounds and obtain other relevant information on the applicant and parties.
5. I agree to provide additional information as may be requested by the City after filing of this application.

Applicant Name (Printed): _____ Date: _____

Signature: _____



Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From: Sean Fitzgerald, Business Development Specialist

RE: Aedifix Holdings Proposal for 2nd Street Redevelopment – Near North

City of Wausau received a proposal from Aedifix Holdings as a result of an RFP issued in June 2020 for an estimated **\$6 million** multi-tenant residential project to redevelop seven vacant city-owned parcels on the 1300 and 1400 Blocks of North 2nd Street.

Aedifix already owns several parcels in the neighborhood and has previously developed and sold the Brownstone townhomes on the 1300 Block of North 3rd Street. The company recently purchased properties at 1320 and 1401 N. 2nd Street and would raze the existing houses and incorporate those parcels in this new development in an effort to revitalize the neighborhood.

This project would create 32 higher-end rental units in a series of buildings which would involve one 10-unit townhouse-style building where the Bridge Community Gardens are currently located and a 6-unit townhouse-style building across the street on the corner of 2nd and Dekalb. The proposal also includes four 4-unit townhouse-style buildings along 2nd Street.

These residential rentals will include a mix of 1-bed, 2-bed and 3-bedroom units, with each unit being two stories in height. All of the units will have an attached garage. The buildings feature a modern, urban design with a mix of stacked stone and lap siding, as well as varied roof lines. The building design complements others Aedifix has already constructed in the neighborhood.

Aedifix aims to develop and construct its full proposal within five years. The developer has a proven track record within the City of Wausau of similar types of redevelopment projects within this neighborhood and on West Thomas Street.

The developer is requesting the sale of the vacant properties for \$5,000 each, for a total of \$35,000. An approximate value of the nine total parcels would be \$80,000 based at a value of \$8,900 per lot, which is in line with the price for selling city-owned residential parcels in Wausau. The developer is also requesting tax incremental finance participation of \$600,000 from the City of Wausau, as well as a commitment from the city to reconstruct the two block portion of 2nd Street.



Please note the attached term sheet outlining the proposed structure for city TIF participation. If developed as proposed, the property would generate an estimated \$159,420 in annual tax revenue based on the city's 2019 tax rate.

Aedifix Holdings Residential Development Term Sheet

The Developer will construct/cause the construction of 32 higher-end rental units on North 2nd and North 3rd streets with a minimum cumulative construction and property acquisition value of \$6,000,000.

The Developer will purchase the following residential parcels for \$5,000 apiece:

- 1316 N. 2nd St.
- 1407 N. 2nd St.
- 1501 N. 2nd St.
- 1502 N. 2nd St.
- 1505 N. 2nd St.
- 1508 N. 2nd St.
- 1510 N. 2nd St.

The Developer will acquire the properties from the City of Wausau before April 30, 2021. Construction will commence before December 31, 2021.

The City shall provide 50% of complete and full increment of the new construction annually for 10 years, not to exceed a total of \$600,000.



AEDIFIX

Holdings, LLC

P.O. Box 40 Amherst, WI 54406
715-570-5665 www.aedifixbuilds.com

Having a proven track record within the city of Wausau of similar types of redevelopment projects, Aedifix Holdings is pleased to provide several proposed projects on currently vacant, city owned land. Redeveloping non-tax paying parcels within the city is key to long term success for the city of Wausau and ultimately reducing the tax burden to all taxpayers. The market is demanding more housing to meet the needs of a changing population.

The Thomas street redevelopment project was a great testament to a great public/private relationship, one that added tax revenue for the city in addition to improving the aesthetics on an important travel corridor within this city. These projects will follow that same theme, with modern buildings, with great amenities, in a location that is convenient for both travel within and out of the city limits.

Along with our related entities, we have the ability to construct these properties within the next 5 years in an effort to meet market demand for more housing options within Wausau's city limits.

We have recently purchased properties located at 1320 N 2nd Street and 1401 N 2nd street that would be razed and incorporated into this new development in an effort to revitalize the neighborhood.

Development Proposal:

1 – 10 unit building with a mix of 1 bedroom, 2 bedroom, & 3 bedroom units along 2nd Street

1 – 6 unit building with a mix of 1 bedroom, 2 bedroom, & 3 bedroom units along 2nd Street

4 – 4 unit buildings with a mix of 1 bedroom, 2 bedroom, & 3 bedroom units along 2nd Street

2 – 2 unit buildings with a mix of 2 bedroom & 3 bedroom units along 3rd Street

Estimated total valuation of investment = \$6,000,000

Requests from the developer:

- Land sold from city to developer for \$1
- A 10% TIFF participation from the city
- A commitment to reconstruct 2nd street

About Aedifix Builds, Inc.:

Aedifix Builds, Inc. is a real estate development and holding company. Aedifix share similar ownership and a family relationship to Blenker Developments and Blenker Construction, and has been involved in numerous projects throughout central Wisconsin with an impeccable track record of completing projects and has the capital and financing necessary to complete these proposed projects.



GENERAL NOTES:

WALLS:

- * EXTERIOR WALLS = 8'-1 1/8", 2X6 WALLS UNLESS OTHERWISE NOTED
- * INTERIOR WALLS = 8'-1 1/8" , 2X4 WALLS UNLESS OTHERWISE NOTED

CEILING:

- * ALL CEILINGS ARE FLAT UNLESS OTHERWISE NOTED

ROOF:

- * FOR ROOF PITCHES, HEEL HEIGHTS, AND OVERHANG LENGTHS, SEE ROOF PLAN

OPENINGS:

- * WINDOWS = 6'-11 1/8" UNLESS SPECIFIED
- * DOORS = 6'-11 1/8" UNLESS SPECIFIED

GENERAL INFO:

- * EXTERIOR DIMENSIONS ARE TO THE WALL FRAMING
- * INTERIOR DIMENSIONS ARE TO THE FRAMING
- * FOUNDATION WALLS ARE FLUSH WITH FRAMING
- * WINDOWS= ALLIANCE, VINYL WINDOWS, SEE PLANS FOR ROUGH OPENINGS

PROJECT LOCATION:



State of Wisconsin
PORTAGE COUNTY

LOWER LEVEL SQ. FT.	N/A SQ. FT.
FIRST FLOOR SQ. FT.	6026 SQ. FT.
SECOND FLOOR SQ. FT.	3372 SQ. FT.
TOTAL PLAN SQ. FT.	9398 SQ. FT.
GARAGE SQ. FT.	1216 SQ. FT.
COVERED PORCH SQ. FT.	416 SQ. FT.

LOADING:

- ROOF: 40 LBS. LIVE LOAD
10 LBS. BOTTOM CHORD DEAD LOAD
10 LBS. TOP CHORD DEAD LOAD
- FLOOR: 40 LBS LIVE LOAD
12 LBS DEAD LOAD

DRAWING INDEX:

C-1	COVER PAGE	A-4.3	BRACING
A-1.0	ELEVATIONS	A-4.4	BRACING
A-1.1	ELEVATIONS	A-4.5	BRACING
A-2	FOUNDATION PLAN	A-4.6	BRACING
A-3.1	FIRST FLOOR PLAN	A-5.0	SITE PLAN
A-3.2	SECOND FLOOR PLAN	A-5.1	SITE PLAN
A-4.0	SECTIONS & DETAILS	A-6.0	G. ELEVATION
A-4.1	BRACING	A-6.1	G. FOUNDATION
A-4.2	BRACING	A-6.2	G. FIRST FLOOR
		A-6.3	G. DETAILS

All rights reserved. No part of these drawings or associated project manual specifications may be reproduced or used for purposes other than this project without written consent of Blenker Building Systems.

Although every attempt has been made to accurately represent the builders intentions. He/She is responsible for making sure these plans are built to all local Building Codes and that all dimensions, notes, sizes, and drawings are accurate.



AEDIFIX
Holdings, LLC

P.O. Box 40 Amherst, WI 54406

715-570-5665 www.aedifixbuilds.com



Mailing Address - P.O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663

AEDIFIX
Holdings, LLC
P.O. Box 40 Amherst, WI 54406
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Revision Date:	Description:
7-9-19	REVISION #1 MW
7-10-19	REVISION #2 MW
7-30-19	REVISION #3 MW
7-31-19	REVISION #4 MW
8-27-19	REVISION #5 MW
9-3-19	REVISION #6 MW
9-6-19	REVISION #7 MW
9-10-19	REVISION #8 MW
9-12-19	REVISION #9 MW
9-18-19	REVISION #10 MW
9-26-19	REVISION #11 MW

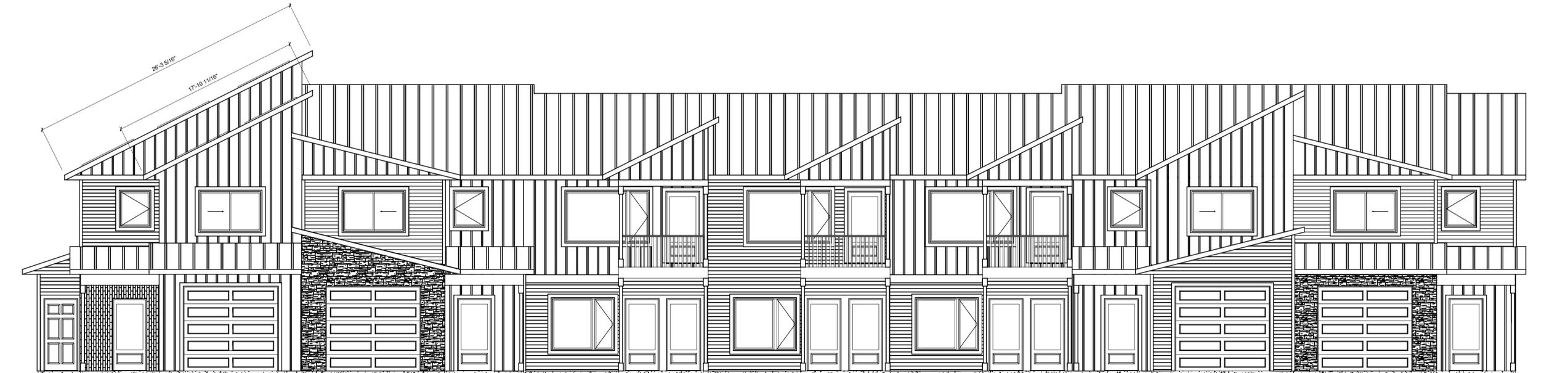
Project: AmicheDIBirra
Site Address: WASHINGTON ST
AMHERST, WI

Builder: 500 LORRY STREET
AMHERST, WI
54406
Telephone: 715-824-5665
Drawn By: MW
Scale: 3/16"=1'-0"
Fax: 715-824-5663
Sales:
Date: 7-9-19

FINAL PLAN
SIGNATURE: _____
DATE: _____

COVER



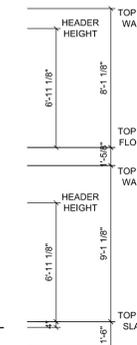


FRONT ELEVATION

SCALE: 1/4"=1'-0"

NOTE: FOR ROOF PITCHES
AND OVERHANG LENGTHS
SEE ROOF PLAN

-WINDOW GRILLES MAY NOT REFLECT
ACTUAL PRODUCT. SEE MANUFACTURER
SPECIFIC DOCUMENTATION FOR DETAILS



REAR ELEVATION

SCALE: 1/4"=1'-0"

FINAL PLAN

SIGNATURE: _____

DATE: _____

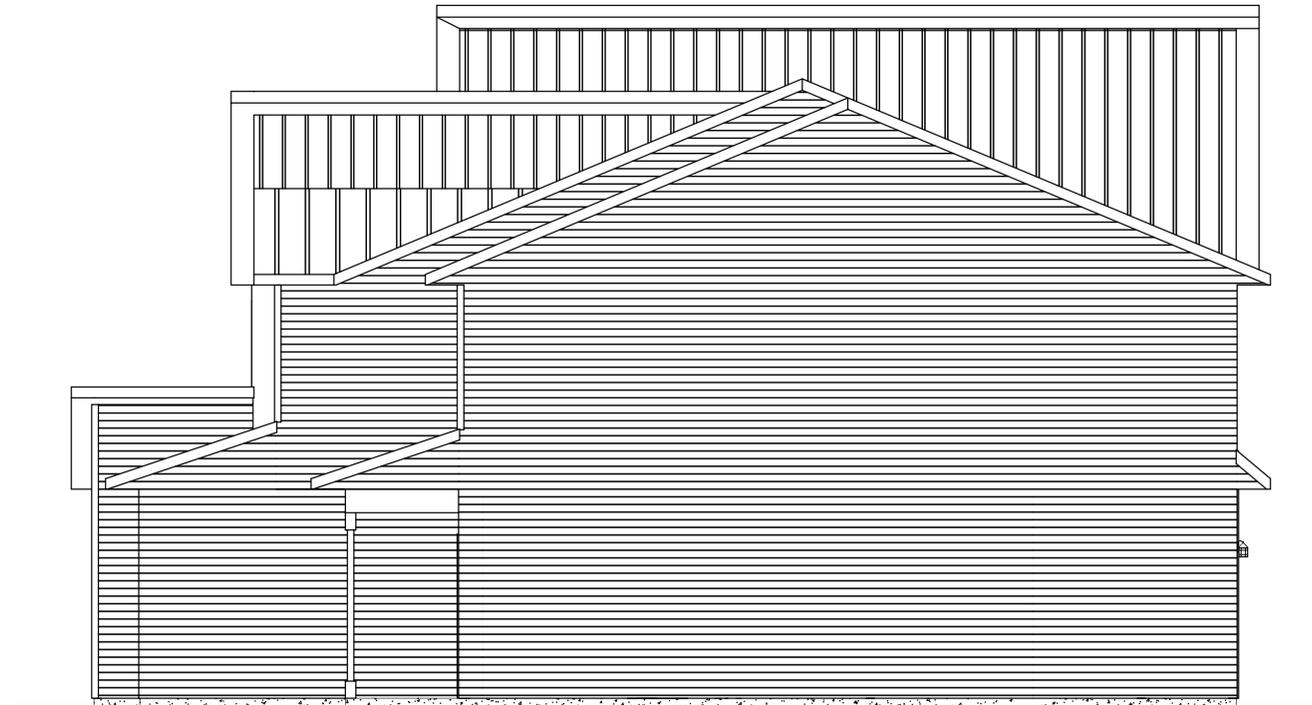
ELEVATIONS

Mailing Address - P. O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
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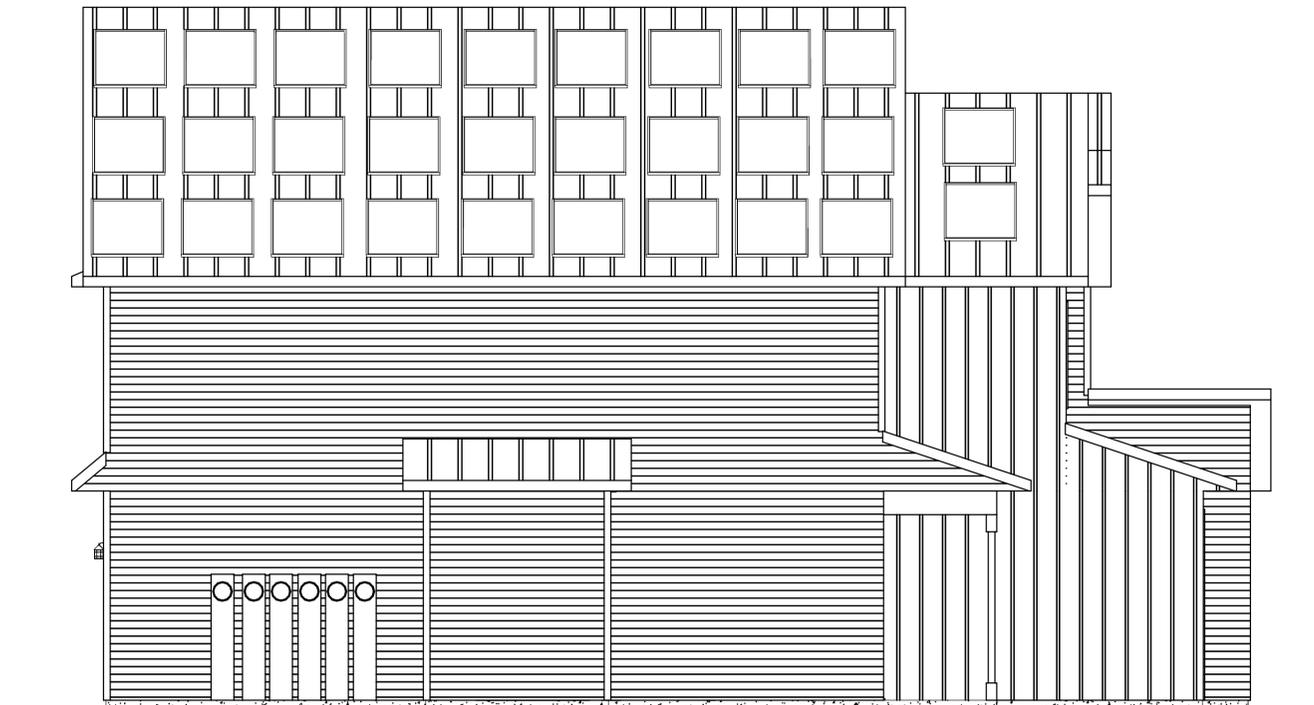
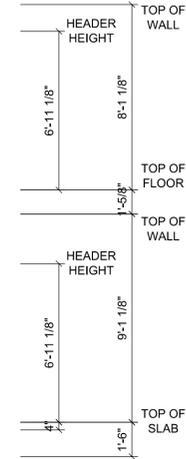
Revision Date:	9-6-19	9-10-19	9-12-19	9-18-19	9-26-19	Revision Date:	7-9-19	7-10-19	7-30-19	7-31-19	8-27-19	9-3-19	
Description:	REVISION #7 MW	REVISION #8 MW	REVISION #9 MW	REVISION #10 MW	REVISION #11 MW	Description:	REVISION #1 MW	REVISION #2 MW	REVISION #3 MW	REVISION #4 MW	REVISION #5 MW	REVISION #6 MW	
Project:	AmicheDiBirra						Job #	19-317					
Address:	500 LORRY STREET AMHERST, WI 54406						Site Address:	WASHINGTON ST AMHERST, WI					
Telephone:	715-824-5665						Fax:	715-824-5663					
Drawn By:	MW						Sales:						
Scale:	3/16"=1'-0"						Date:	7-8-19					

A
1.0



RIGHT ELEVATION

SCALE: 1/4"=1'-0"



LEFT ELEVATION

SCALE: 1/4"=1'-0"

NOTE: -FOR ROOF PITCHES
AND OVERHANG LENGTHS
SEE ROOF PLAN

-WINDOW GRILLES MAY NOT REFLECT
ACTUAL PRODUCT. SEE MANUFACTURER
SPECIFIC DOCUMENTATION FOR DETAILS

FINAL PLAN

SIGNATURE: _____

DATE: _____

ELEVATIONS

Mailing Address - P.O. Box 40
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Physical Address - 500 Lorry St.
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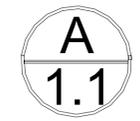
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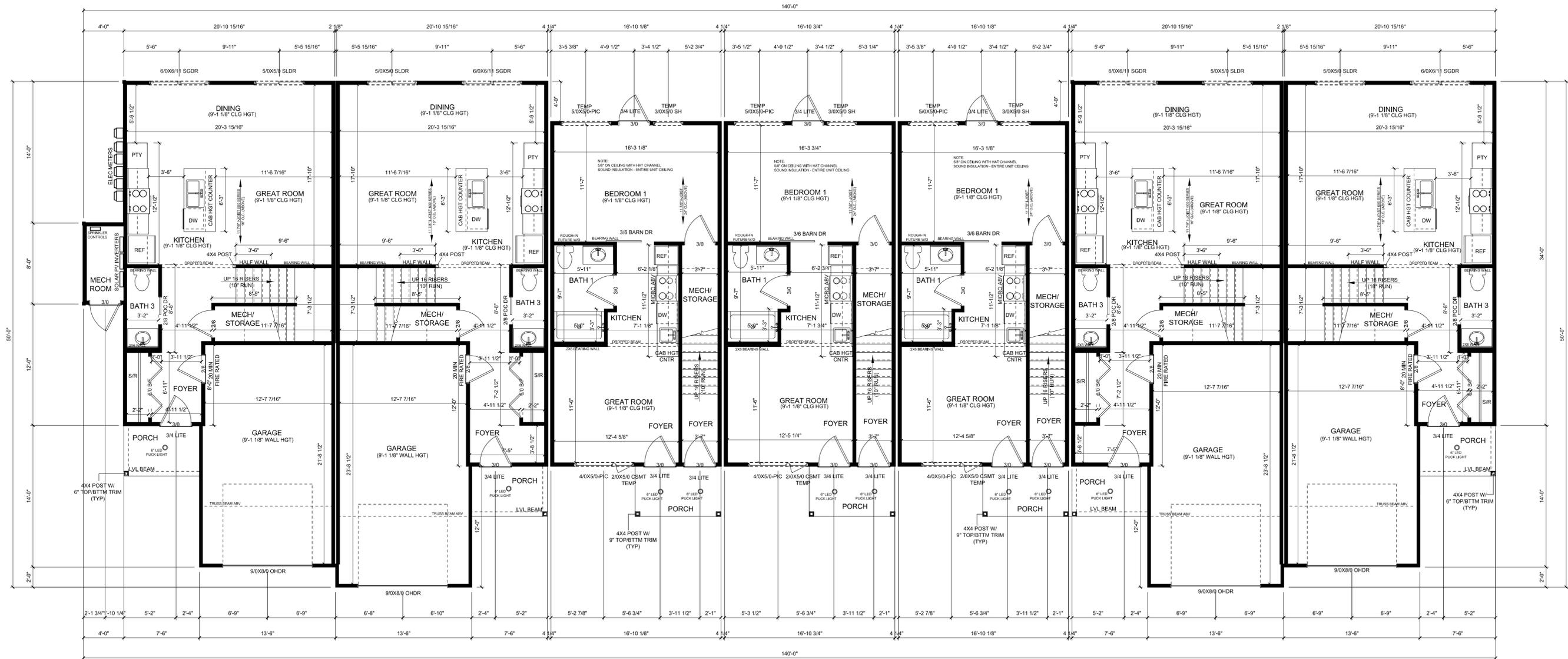
Telephone: 715-824-5665
Drawn By: MW

Fax: 715-824-5663
Sales: _____

Date: 7-8-19
Scale: 1/4" = 1'-0"

Job # 19-317





	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6	UNIT 7	UNIT 8	UNIT 9	UNIT 10
MAIN FLOOR SQ.FT.	613	651	583	583	583	583	583	583	651	613
SECOND FLOOR SQ.FT.	822	864	N/A	N/A	N/A	N/A	N/A	N/A	864	822
TOTAL SQ.FT.	1435	1515	583	583	583	583	583	583	1515	1435
GARAGE SQ.FT.	293	315	N/A	N/A	N/A	N/A	N/A	N/A	315	293
DECK/PORCH SQ.FT.	38	38	44	44	44	44	44	44	38	38

FINAL PLAN

SIGNATURE: _____

DATE: _____

FIRST FLOOR

Mailing Address - P. O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663



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9-3-19	REVISION #6 MW

Project:	AmicheDiBirra
Site Address:	WASHINGTON ST AMHERST, WI
Job #	19-317

Builder:	500 LORRY STREET AMHERST, WI 54406
Drawn By:	MW
Sales:	715-824-5665
Date:	7-8-19
Scale:	3/16"=1'-0"





FINAL PLAN

SIGNATURE: _____

DATE: _____

SECOND FLOOR

Mailing Address - P.O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5665



Revision Date:	Description:
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- * INTERIOR WALLS = 8'-1 1/8" , 2X4 WALLS UNLESS OTHERWISE NOTED

CEILING:

- * ALL CEILINGS ARE FLAT UNLESS OTHERWISE NOTED

ROOF:

- * FOR ROOF PITCHES, HEEL HEIGHTS, AND OVERHANG LENGTHS, SEE ROOF PLAN

OPENINGS:

- * WINDOWS = 6'-11 1/8" UNLESS SPECIFIED
- * DOORS = 6'-11 1/8" UNLESS SPECIFIED

GENERAL INFO:

- * EXTERIOR DIMENSIONS ARE TO THE WALL FRAMING
- * INTERIOR DIMENSIONS ARE TO THE FRAMING
- * FOUNDATION WALLS ARE FLUSH WITH FRAMING
- * WINDOWS= ALLIANCE, VINYL WINDOWS, SEE PLANS FOR ROUGH OPENINGS

PROJECT LOCATION:



State of Wisconsin
PORTAGE COUNTY

LOWER LEVEL SQ. FT.	N/A SQ. FT.
FIRST FLOOR SQ. FT.	6026 SQ. FT.
SECOND FLOOR SQ. FT.	3372 SQ. FT.
TOTAL PLAN SQ. FT.	9398 SQ. FT.
GARAGE SQ. FT.	1216 SQ. FT.
COVERED PORCH SQ. FT.	416 SQ. FT.

LOADING:

- ROOF: 40 LBS. LIVE LOAD
10 LBS. BOTTOM CHORD DEAD LOAD
10 LBS. TOP CHORD DEAD LOAD
- FLOOR: 40 LBS LIVE LOAD
12 LBS DEAD LOAD

DRAWING INDEX:

C-1	COVER PAGE	A-4.3	BRACING
A-1.0	ELEVATIONS	A-4.4	BRACING
A-1.1	ELEVATIONS	A-4.5	BRACING
A-2	FOUNDATION PLAN	A-4.6	BRACING
A-3.1	FIRST FLOOR PLAN	A-5.0	SITE PLAN
A-3.2	SECOND FLOOR PLAN	A-5.1	SITE PLAN
A-4.0	SECTIONS & DETAILS	A-6.0	G. ELEVATION
A-4.1	BRACING	A-6.1	G. FOUNDATION
A-4.2	BRACING	A-6.2	G. FIRST FLOOR
		A-6.3	G. DETAILS

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Holdings, LLC

P.O. Box 40 Amherst, WI 54406

715-570-5665 www.aedifixbuilds.com



Mailing Address - P.O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663

AEDIFIX
Holdings, LLC
P.O. Box 40 Amherst, WI 54406
715-570-5665 www.aedifixbuilds.com



Revision Date:	Description:
9-6-19	REVISION #7 MW
9-10-19	REVISION #8 MW
9-12-19	REVISION #9 MW
9-18-19	REVISION #10 MW
9-26-19	REVISION #11 MW

Revision Date:	Description:
7-9-19	REVISION #1 MW
7-10-19	REVISION #2 MW
7-30-19	REVISION #3 MW
7-31-19	REVISION #4 MW
8-27-19	REVISION #5 MW
9-3-19	REVISION #6 MW

Project:	AmicheDIBirra
Site Address:	WASHINGTON ST AMHERST, WI
Builder:	500 LORRY STREET AMHERST, WI 54406
Telephone:	715-824-5665
Fax:	715-824-5663
Drawn By:	MW
Sales:	
Date:	7-8-19
Job #:	19-317

FINAL PLAN

SIGNATURE: _____

DATE: _____

COVER





FRONT ELEVATION

SCALE: 1/4"=1'-0"

NOTE: FOR ROOF PITCHES
AND OVERHANG LENGTHS
SEE ROOF PLAN

-WINDOW GRILLES MAY NOT REFLECT
ACTUAL PRODUCT. SEE MANUFACTURER
SPECIFIC DOCUMENTATION FOR DETAILS



REAR ELEVATION

SCALE: 1/4"=1'-0"

FINAL PLAN

SIGNATURE: _____

DATE: _____

ELEVATIONS

Mailing Address - P. O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663

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Holdings, LLC

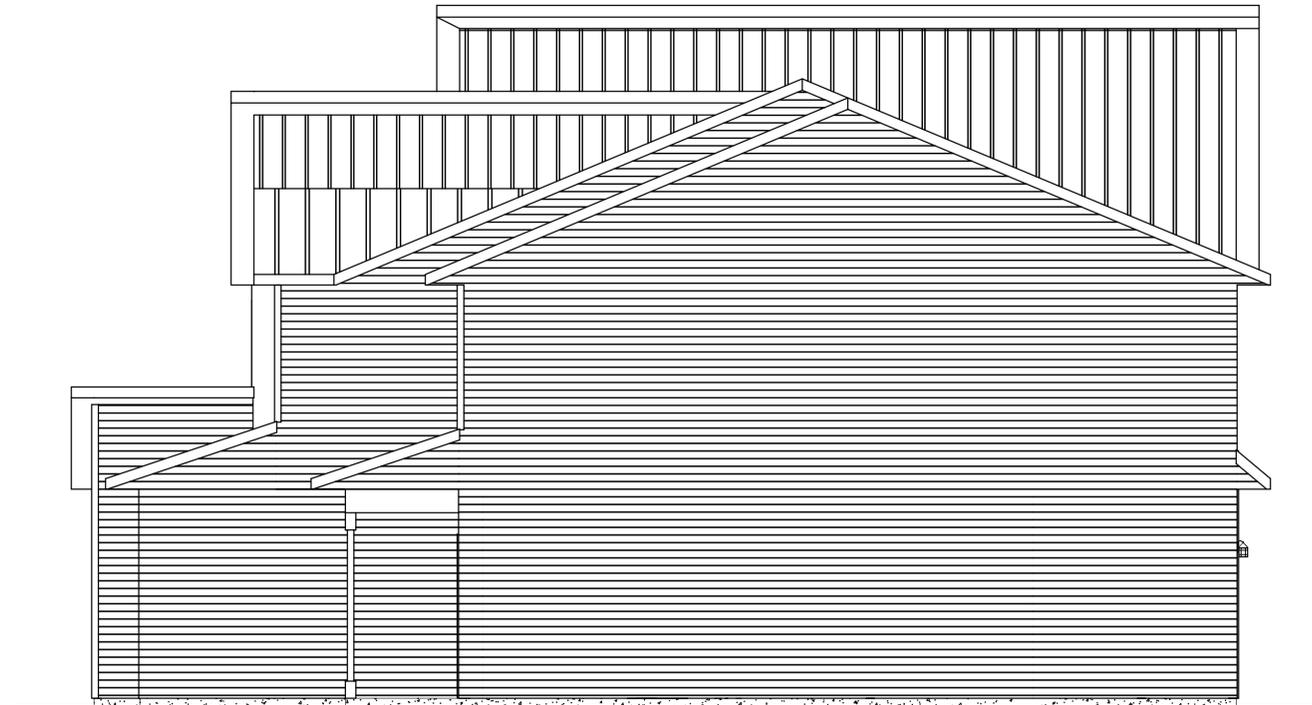


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715-570-5665 www.aedifixbuilds.com

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9-6-19	REVISION #7 MW	7-9-19	REVISION #1 MW
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9-18-19	REVISION #10 MW	7-31-19	REVISION #4 MW
9-26-19	REVISION #11 MW	8-27-19	REVISION #5 MW
		9-3-19	REVISION #6 MW

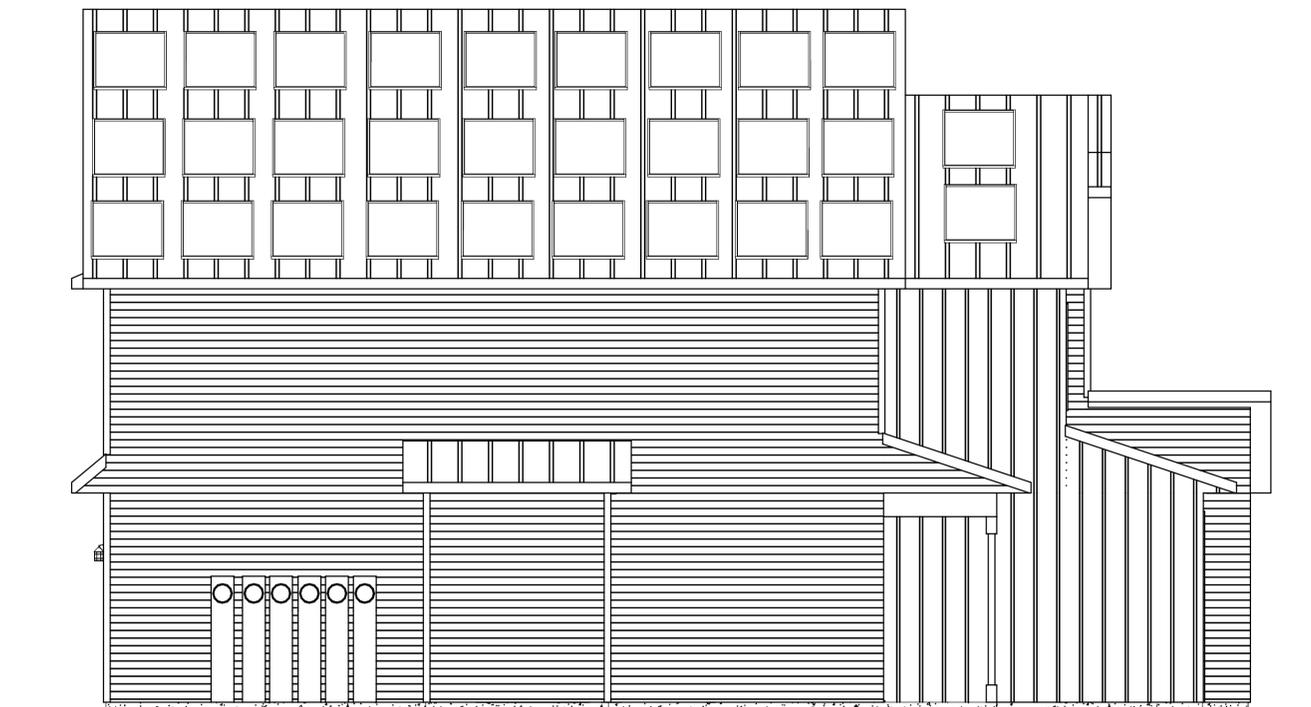
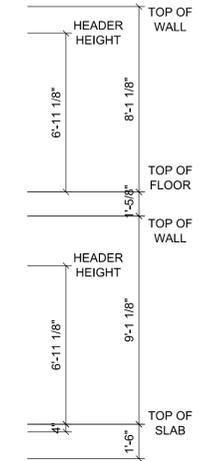
Project:	AmicheDiBirra	Job #	19-317
Site Address:	WASHINGTON ST AMHERST, WI		
Address:	500 LORRY STREET AMHERST, WI 54406	Telephone:	715-824-5665
Drawn By:	MW	Fax:	715-824-5663
Scale:	3/16"=1'-0"	Sales:	
Date:	7-8-19		

A
1.0



RIGHT ELEVATION

SCALE: 1/4"=1'-0"



LEFT ELEVATION

SCALE: 1/4"=1'-0"

NOTE: -FOR ROOF PITCHES
AND OVERHANG LENGTHS
SEE ROOF PLAN

-WINDOW GRILLES MAY NOT REFLECT
ACTUAL PRODUCT. SEE MANUFACTURER
SPECIFIC DOCUMENTATION FOR DETAILS

FINAL PLAN

SIGNATURE: _____

DATE: _____

ELEVATIONS

Mailing Address - P.O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663

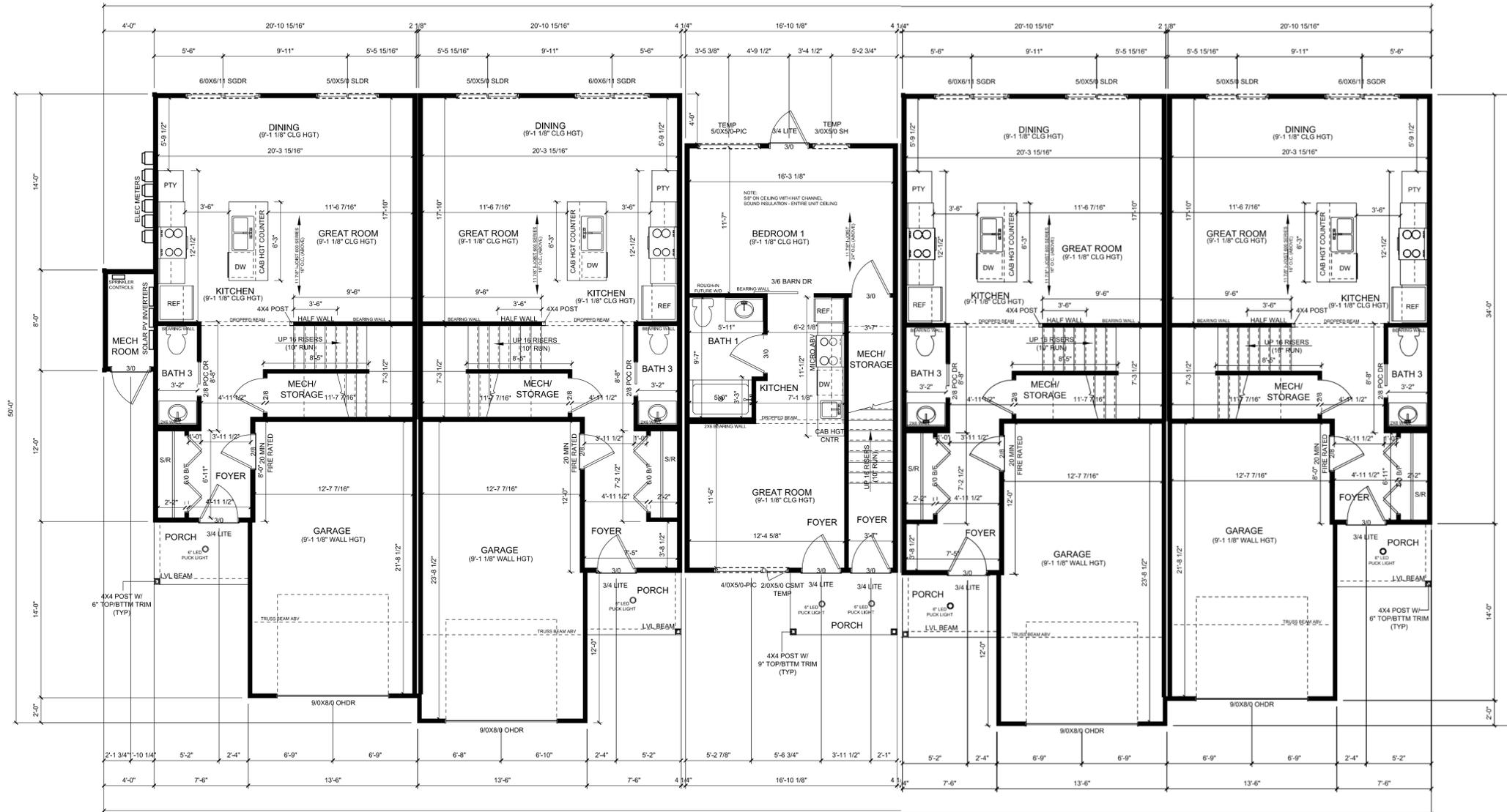
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Revision Date:	Description:	Revision Date:	Description:	Project:	Job #
9-6-19	REVISION #7 MW	7-9-19	REVISION #1 MW	AmicheDiBirra WASHINGTON ST AMHERST, WI	19-317
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9-12-19	REVISION #9 MW	7-30-19	REVISION #3 MW		
9-18-19	REVISION #10 MW	7-31-19	REVISION #4 MW		
9-26-19	REVISION #11 MW	8-27-19	REVISION #5 MW		
		9-3-19	REVISION #6 MW		
Address: 500 LORRY STREET AMHERST, WI 54406 Telephone: 715-824-5665 Drawn By: MW Scale: 1/4" = 1'-0"		Site Address: WASHINGTON ST AMHERST, WI Fax: 715-824-5663 Sales: Date: 7-8-19			

A
1.1



	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6	UNIT 7	UNIT 8	UNIT 9	UNIT 10
MAIN FLOOR SQ.FT.	613	651	583	583	583	583	583	583	651	613
SECOND FLOOR SQ.FT.	822	864	N/A	N/A	N/A	N/A	N/A	N/A	864	822
TOTAL SQ.FT.	1435	1515	583	583	583	583	583	583	1515	1435
GARAGE SQ.FT.	293	315	N/A	N/A	N/A	N/A	N/A	N/A	315	293
DECK/PORCH SQ.FT.	38	38	44	44	44	44	44	44	38	38

FINAL PLAN

SIGNATURE: _____

DATE: _____

FIRST FLOOR

Mailing Address - P. O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5665



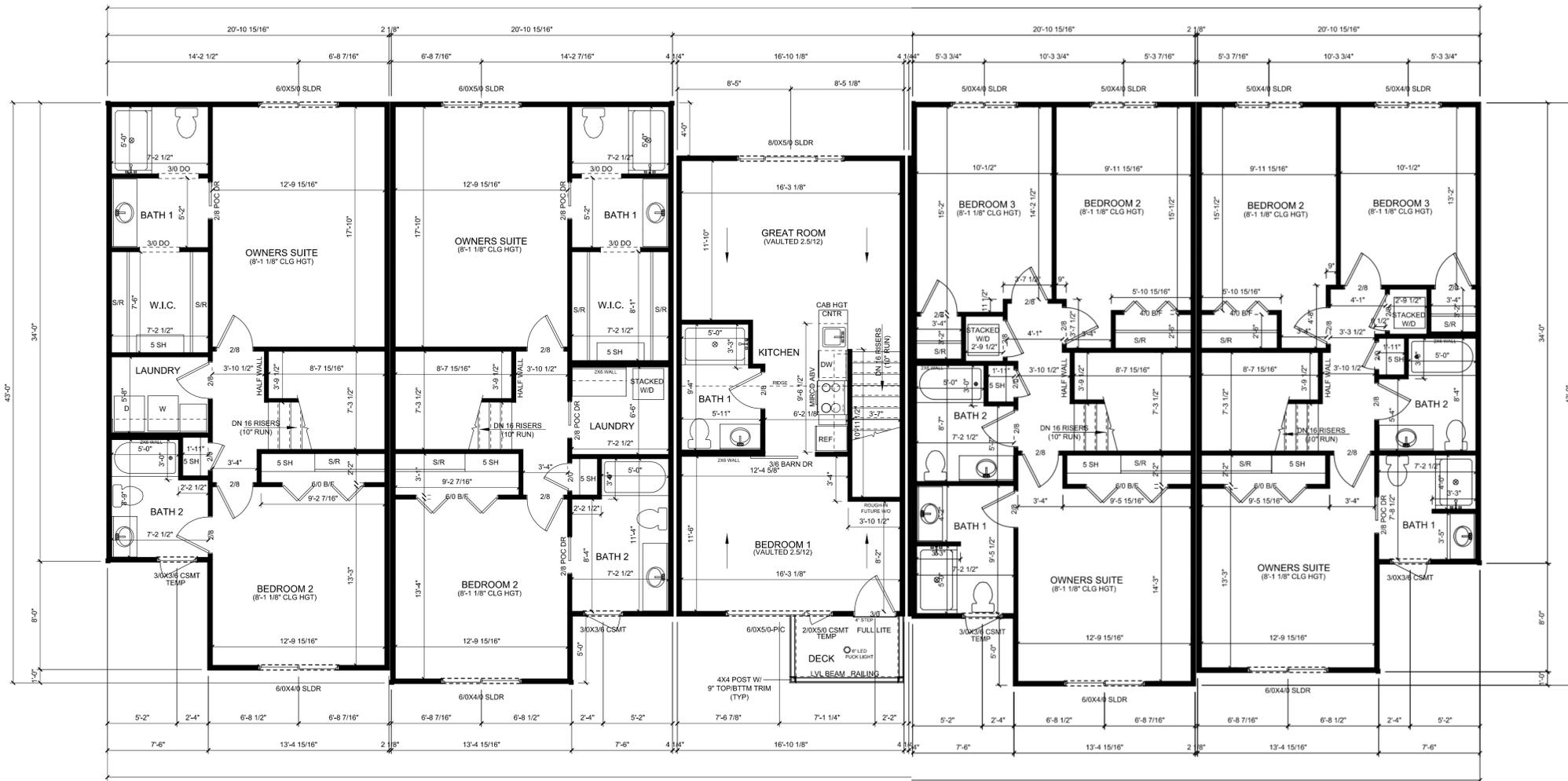
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9-26-19	REVISION #11 MW

Revision Date:	Description:
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7-30-19	REVISION #3 MW
7-31-19	REVISION #4 MW
8-27-19	REVISION #5 MW
9-3-19	REVISION #6 MW

Project:	AmicheDiBirra
Site Address:	WASHINGTON ST AMHERST, WI
Job #	19-317

Address:	500 LORRY STREET AMHERST, WI 54406
Telephone:	715-824-5665
Fax:	715-824-5665
Drawn By:	MW
Sales:	
Date:	7-8-19
Scale:	3/16"=1'-0"





FINAL PLAN

SIGNATURE: _____

DATE: _____

SECOND FLOOR



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Physical Address - 500 Lorry St.
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Fax (715)824-5665

P.O. Box 40 Amherst, WI 54406
715-970-5665 www.aedifxbuilds.com

Revision Date:	Description:	Revision Date:	Description:
9-6-19	REVISION #7 MW	7-9-19	REVISION #1 MW
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9-18-19	REVISION #10 MW	7-31-19	REVISION #4 MW
9-26-19	REVISION #11 MW	8-27-19	REVISION #5 MW
		9-3-19	REVISION #6 MW

Project: AmicheDiBirra
Site Address: WASHINGTON ST
AMHERST, WI

Address: 500 LORRY STREET
AMHERST, WI
54406
Telephone: 715-824-5665
Drawn By: MW
Scale: 3/16"=1'-0"

Fax: 715-824-5663
Sales:
Date: 7-8-19

Job #: 19-317



GENERAL NOTES:

WALLS:

- * EXTERIOR WALLS = 8'-1 1/8", 2X6 WALLS UNLESS OTHERWISE NOTED
- * INTERIOR WALLS = 8'-1 1/8" , 2X4 WALLS UNLESS OTHERWISE NOTED

CEILING:

- * ALL CEILINGS ARE FLAT UNLESS OTHERWISE NOTED

ROOF:

- * FOR ROOF PITCHES, HEEL HEIGHTS, AND OVERHANG LENGTHS, SEE ROOF PLAN

OPENINGS:

- * WINDOWS = 6'-11 1/8" UNLESS SPECIFIED
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PROJECT LOCATION:



State of Wisconsin
PORTAGE COUNTY

LOWER LEVEL SQ. FT.	N/A SQ. FT.
FIRST FLOOR SQ. FT.	6026 SQ. FT.
SECOND FLOOR SQ. FT.	3372 SQ. FT.
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10 LBS. BOTTOM CHORD DEAD LOAD
10 LBS. TOP CHORD DEAD LOAD
- FLOOR: 40 LBS LIVE LOAD
12 LBS DEAD LOAD

DRAWING INDEX:

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A-4.0	SECTIONS & DETAILS	A-6.0	G. ELEVATION
A-4.1	BRACING	A-6.1	G. FOUNDATION
A-4.2	BRACING	A-6.2	G. FIRST FLOOR
		A-6.3	G. DETAILS

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Physical Address - 500 Lorry St.
Phone (715)824-5665
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Revision Date:	Description:
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7-30-19	REVISION #3 MW
7-31-19	REVISION #4 MW
8-27-19	REVISION #5 MW
9-3-19	REVISION #6 MW

Project:	AmicheDIBirra
Site Address:	WASHINGTON ST AMHERST, WI
Builder:	500 LORRY STREET AMHERST, WI 54406
Telephone:	715-824-5665
Fax:	715-824-5663
Drawn By:	MW
Sales:	
Date:	7-9-19
Job #:	19-317

FINAL PLAN

SIGNATURE: _____

DATE: _____

COVER





REAR ELEVATION
SCALE: 1/4"=1'-0"

NOTE: FOR ROOF PITCHES
AND OVERHANG LENGTHS
SEE ROOF PLAN

-WINDOW GRILLES MAY NOT REFLECT
ACTUAL PRODUCT. SEE MANUFACTURER
SPECIFIC DOCUMENTATION FOR DETAILS



FRONT ELEVATION
SCALE: 1/4"=1'-0"

FINAL PLAN

SIGNATURE: _____
DATE: _____

ELEVATIONS

Mailing Address - P. O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663

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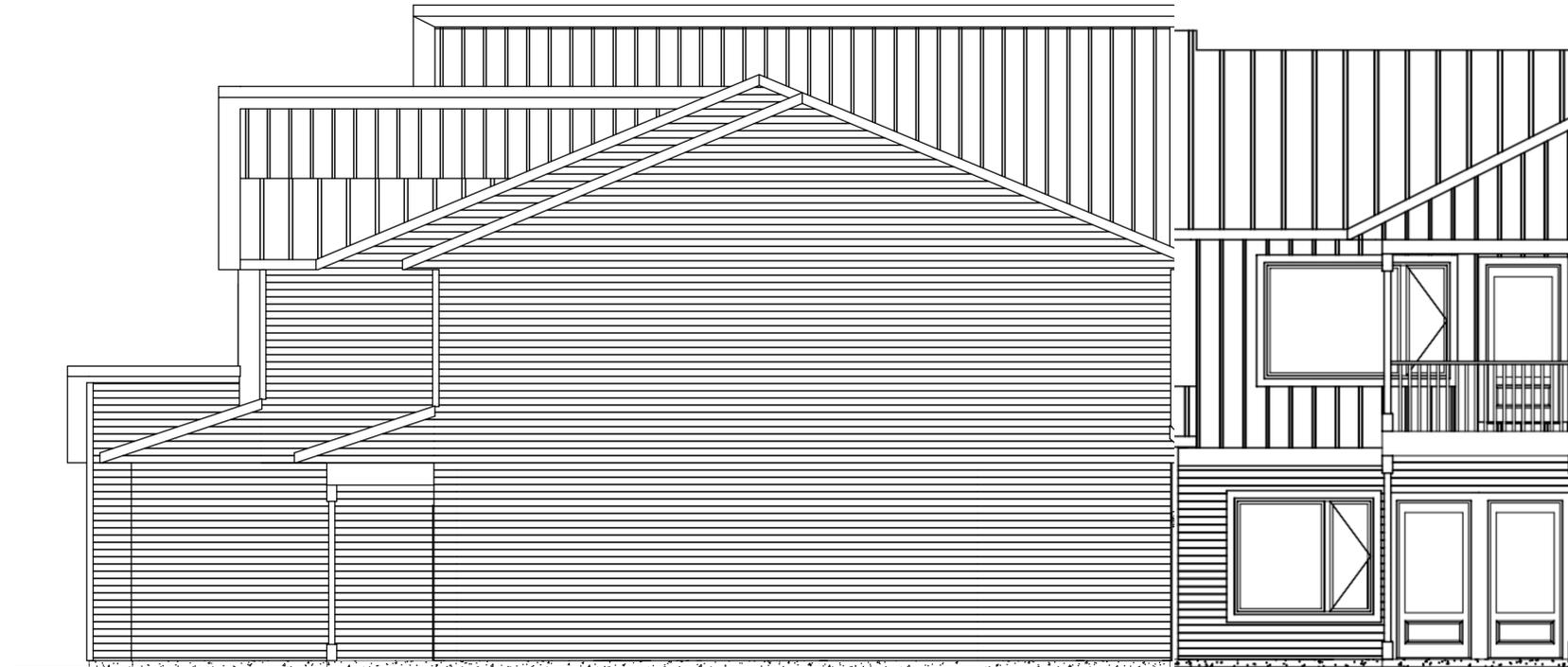
Holdings, LLC

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715-570-5665 www.aedifixbuilds.com



Builder:	AmicheDiBirra	Revision Date:	9-6-19	Description:	REVISION #7 MW
Address:	500 LORRY STREET AMHERST, WI 54406	Revision Date:	9-10-19	Description:	REVISION #8 MW
Telephone:	715-824-5665	Revision Date:	9-12-19	Description:	REVISION #9 MW
Drawn By:	MW	Revision Date:	9-18-19	Description:	REVISION #10 MW
Scale:	3/16"=1'-0"	Revision Date:	9-26-19	Description:	REVISION #11 MW
Site Address:	WASHINGTON ST AMHERST, WI	Revision Date:	7-9-19	Description:	REVISION #1 MW
Fax:	715-824-5663	Revision Date:	7-10-19	Description:	REVISION #2 MW
Sales:		Revision Date:	7-30-19	Description:	REVISION #3 MW
Date:	7-8-19	Revision Date:	7-31-19	Description:	REVISION #4 MW
Job #	19-317	Revision Date:	8-27-19	Description:	REVISION #5 MW
		Revision Date:	9-3-19	Description:	REVISION #6 MW

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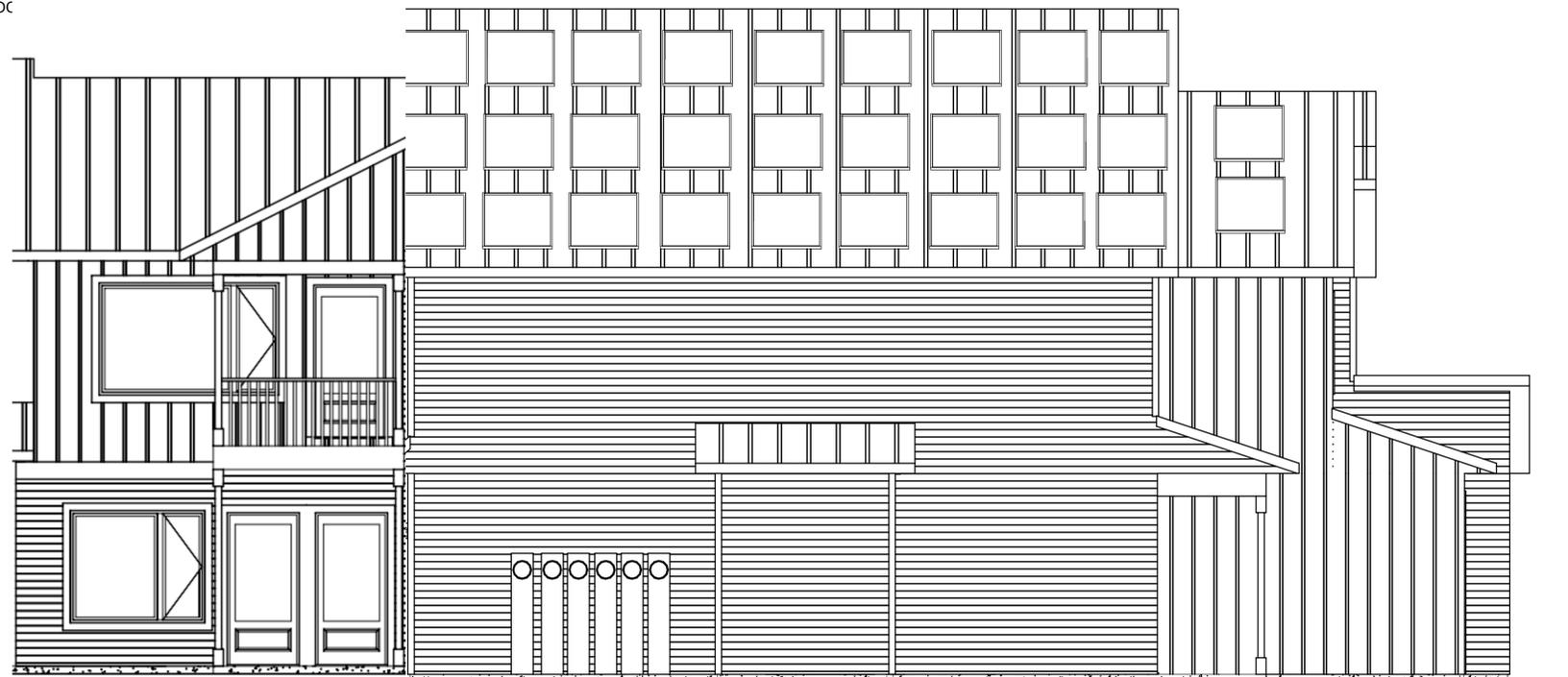


RIGHT ELEVATION

SCALE: 1/4"=1'-0"

NOTE: -FOR ROOF PITCHES
AND OVERHANG LENGTHS
SEE ROOF PLAN

-WINDOW GRIL
ACTUAL PROJ
SPECIFIC DOC



LEFT ELEVATION

SCALE: 1/4"=1'-0"

FINAL PLAN

SIGNATURE: _____

DATE: _____

ELEVATIONS

Mailing Address - P.O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663

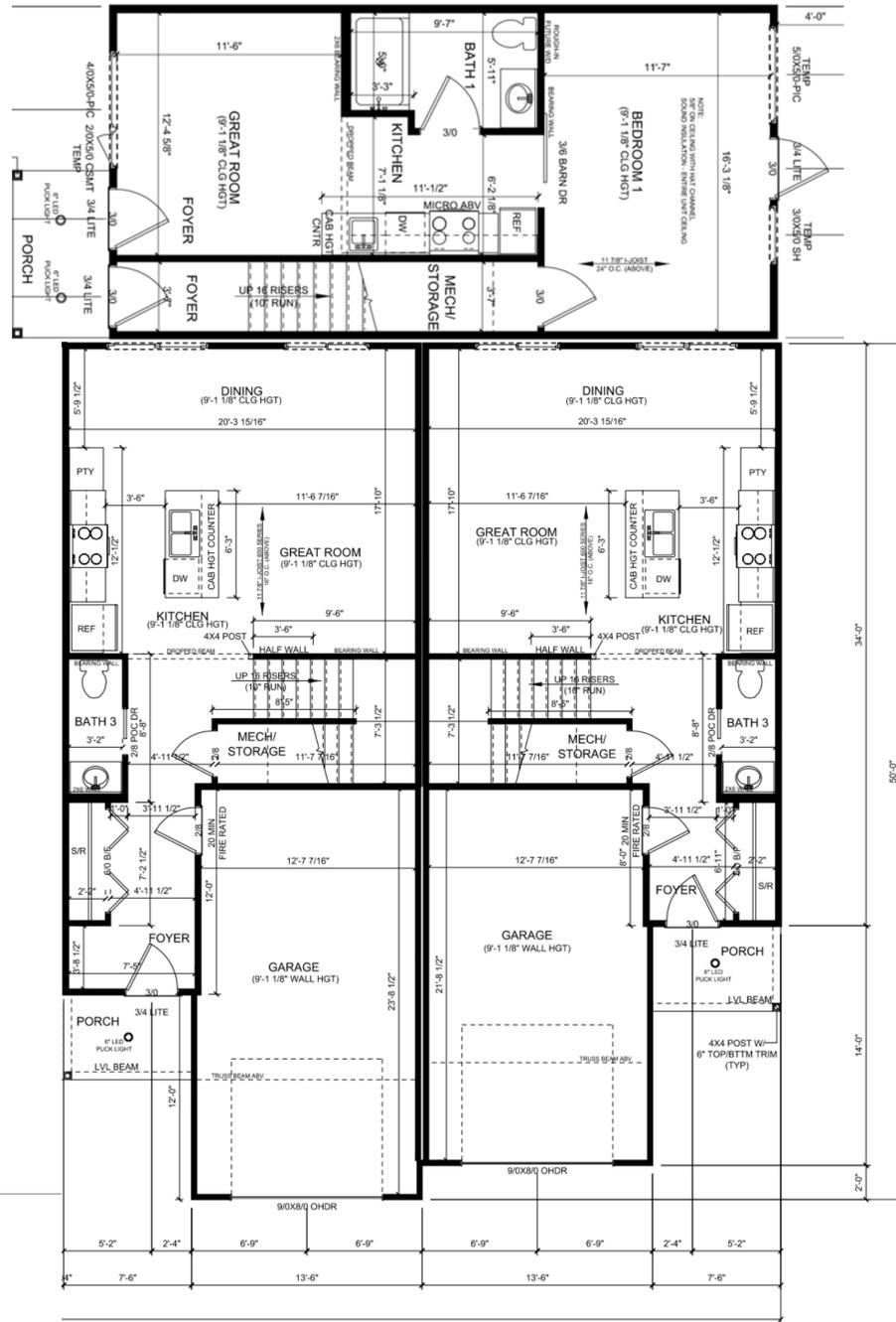


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Revision Date:	Description:	Revision Date:	Description:
9-6-19	REVISION #7 MW	7-9-19	AmicheDIBirra
9-10-19	REVISION #8 MW	7-10-19	WASHINGTON ST
9-12-19	REVISION #9 MW	7-30-19	AMHERST, WI
9-18-19	REVISION #10 MW	7-31-19	Site Address:
9-26-19	REVISION #11 MW	8-27-19	500 LORRY STREET
		9-3-19	AMHERST, WI
			54406
			Telephone: 715-824-5665
			Fax: 715-824-5663
			Drawn By: MW
			Sales: _____
			Date: 7-8-19
			Scale: 1/4" = 1'-0"
			Job # 19-317

A
1.1

	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6	UNIT 7	UNIT 8	UNIT 9	UNIT 10
MAIN FLOOR SQ.FT.	613	651	583	583	583	583	583	583	651	613
SECOND FLOOR SQ.FT.	822	864	N/A	N/A	N/A	N/A	N/A	N/A	864	822
TOTAL SQ.FT.	1435	1515	583	583	583	583	583	583	1515	1435
GARAGE SQ.FT.	293	315	N/A	N/A	N/A	N/A	N/A	N/A	315	293
DECK/PORCH SQ.FT.	38	38	44	44	44	44	44	44	38	38



FINAL PLAN

SIGNATURE: _____

DATE: _____

FIRST FLOOR

Builder: AmicheDiBirra
 Address: 500 LORRY STREET
 AMHERST, WI 54406
 Telephone: 715-824-5665
 Drawn By: MW
 Scale: 3/16"=1'-0"

Project: AmicheDiBirra
 Site Address: WASHINGTON ST
 AMHERST, WI
 Job # 19-317

Revision Date:	Description:
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7-31-19	REVISION #4 MW
8-27-19	REVISION #5 MW
9-3-19	REVISION #6 MW

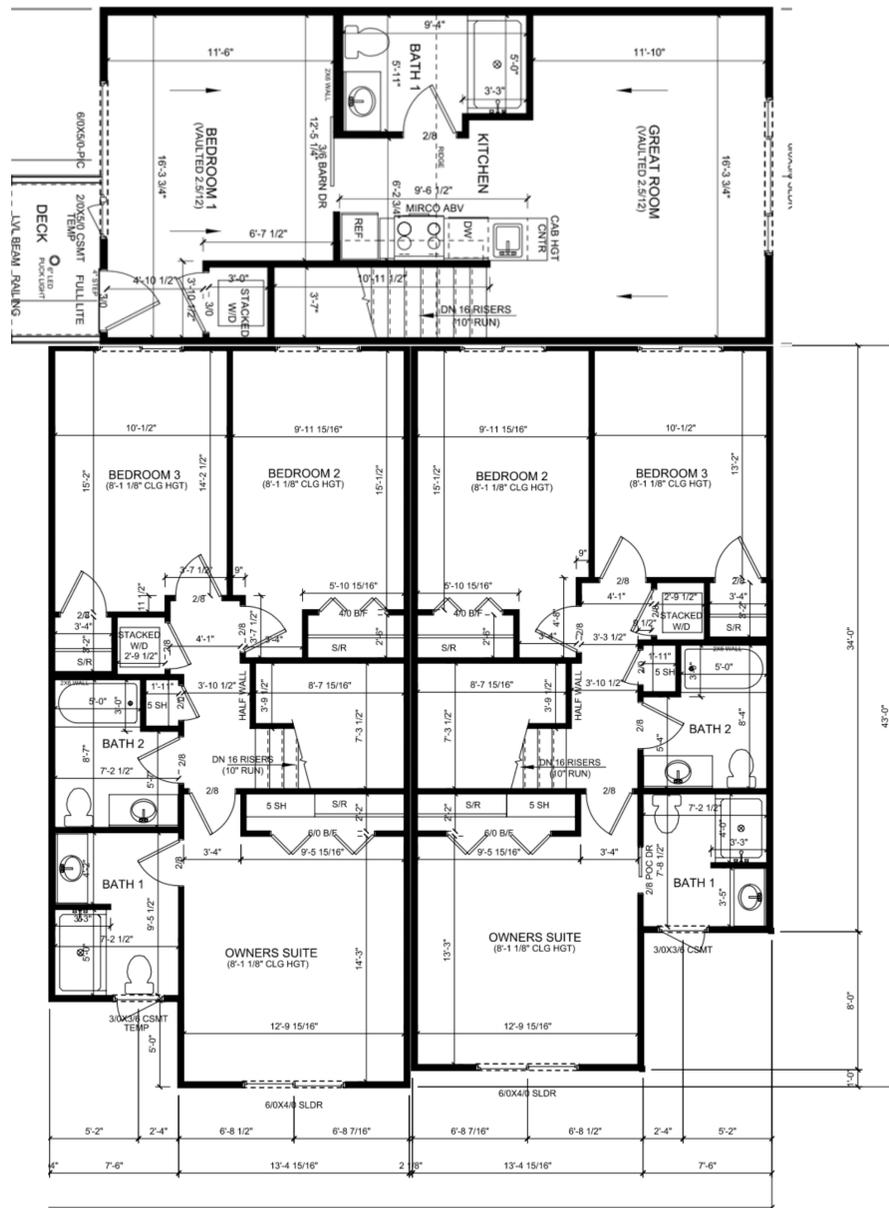
Revision Date:	Description:
9-6-19	REVISION #7 MW
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9-12-19	REVISION #9 MW
9-18-19	REVISION #10 MW
9-26-19	REVISION #11 MW



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 Physical Address - 500 Lorry St.
 Phone (715)824-5665
 Fax (715)824-5663

P.O. Box 40 Amherst, WI 54406
 715-570-5665 www.aedifixbuilds.com





UNIT 10

FINAL PLAN

SIGNATURE: _____

DATE: _____

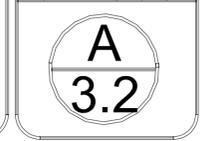
SECOND FLOOR

Mailing Address - P. O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663



Revision Date:	Description:	Revision Date:	Description:
9-6-19	REVISION #7 MW	7-9-19	REVISION #1 MW
9-10-19	REVISION #8 MW	7-10-19	REVISION #2 MW
9-12-19	REVISION #9 MW	7-30-19	REVISION #3 MW
9-18-19	REVISION #10 MW	7-31-19	REVISION #4 MW
9-26-19	REVISION #11 MW	8-27-19	REVISION #5 MW
		9-3-19	REVISION #6 MW

Project:	AmicheDiBirra	Job #	19-317
Site Address:	WASHINGTON ST AMHERST, WI		
Address:	500 LORRY STREET AMHERST, WI 54406		
Telephone:	715-824-5665	Fax:	715-824-5663
Drawn By:	MW	Sales:	
Scale:	3/16"=1'-0"	Date:	7-8-19



GENERAL NOTES:

WALLS:

- * EXTERIOR WALLS = 8'-1 1/8", 2X6 WALLS UNLESS OTHERWISE NOTED
- * INTERIOR WALLS = 8'-1 1/8" , 2X4 WALLS UNLESS OTHERWISE NOTED

CEILING:

- * ALL CEILINGS ARE FLAT UNLESS OTHERWISE NOTED

ROOF:

- * FOR ROOF PITCHES, HEEL HEIGHTS, AND OVERHANG LENGTHS, SEE ROOF PLAN

OPENINGS:

- * WINDOWS = 6'-11 1/8" UNLESS SPECIFIED
- * DOORS = 6'-11 1/8" UNLESS SPECIFIED

GENERAL INFO:

- * EXTERIOR DIMENSIONS ARE TO THE WALL FRAMING
- * INTERIOR DIMENSIONS ARE TO THE FRAMING
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PROJECT LOCATION:



State of Wisconsin
PORTAGE COUNTY

LOWER LEVEL SQ. FT.	N/A SQ. FT.
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10 LBS. BOTTOM CHORD DEAD LOAD
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12 LBS DEAD LOAD

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AEDIFIX
Holdings, LLC
P.O. Box 40 Amherst, WI 54406
715-570-5665 www.aedifixbuilds.com



Revision Date:	Description:
7-9-19	REVISION #1 MW
7-10-19	REVISION #2 MW
7-30-19	REVISION #3 MW
7-31-19	REVISION #4 MW
8-27-19	REVISION #5 MW
9-3-19	REVISION #6 MW
9-6-19	REVISION #7 MW
9-10-19	REVISION #8 MW
9-12-19	REVISION #9 MW
9-18-19	REVISION #10 MW
9-26-19	REVISION #11 MW

Project: AmicheDIBirra
Site Address: WASHINGTON ST
AMHERST, WI

Builder: 500 LORRY STREET
AMHERST, WI 54406
Telephone: 715-824-5665
Fax: 715-824-5663
Drawn By: MW
Sales: MW
Scale: 3/16"=1'-0"
Date: 7-8-19

FINAL PLAN
SIGNATURE: _____
DATE: _____

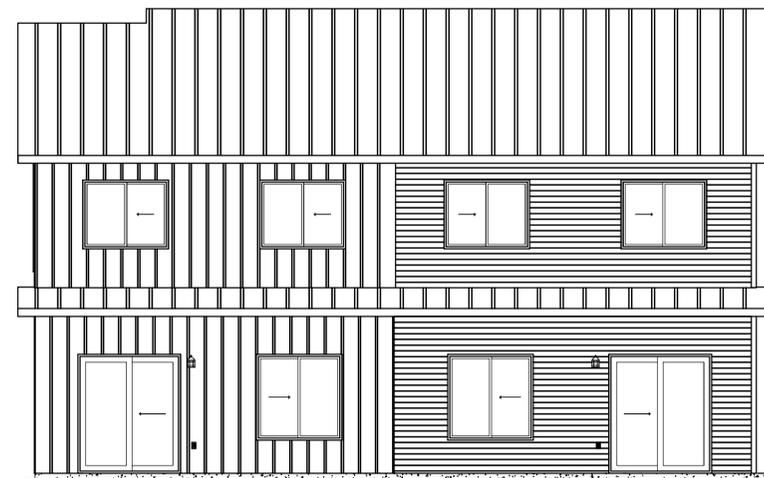
COVER





FRONT ELEVATION

SCALE: 1/4"=1'-0"



REAR ELEVATION

SCALE: 1/4"=1'-0"

NOTE: FOR ROOF PITCHES
AND OVERHANG LENGTHS
SEE ROOF PLAN

-WINDOW GRILLES MAY NOT REFLECT
ACTUAL PRODUCT. SEE MANUFACTURER
SPECIFIC DOCUMENTATION FOR DETAILS

FINAL PLAN

SIGNATURE: _____
DATE: _____

ELEVATIONS

Mailing Address - P. O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663

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Revision Date:	Description:	Revision Date:	Description:	Revision Date:	Description:	Revision Date:	Description:
7-9-19	REVISION #1 MW	9-6-19	REVISION #7 MW	7-9-19	AmicheDiBirra	7-9-19	REVISION #1 MW
7-10-19	REVISION #2 MW	9-10-19	REVISION #8 MW	7-10-19	WASHINGTON ST	7-10-19	REVISION #2 MW
7-30-19	REVISION #3 MW	9-12-19	REVISION #9 MW	7-30-19	AMHERST, WI	7-30-19	REVISION #3 MW
7-31-19	REVISION #4 MW	9-18-19	REVISION #10 MW	7-31-19		7-31-19	REVISION #4 MW
8-27-19	REVISION #5 MW	9-26-19	REVISION #11 MW	8-27-19		8-27-19	REVISION #5 MW
9-3-19	REVISION #6 MW			9-3-19	Job # 19-317	9-3-19	REVISION #6 MW

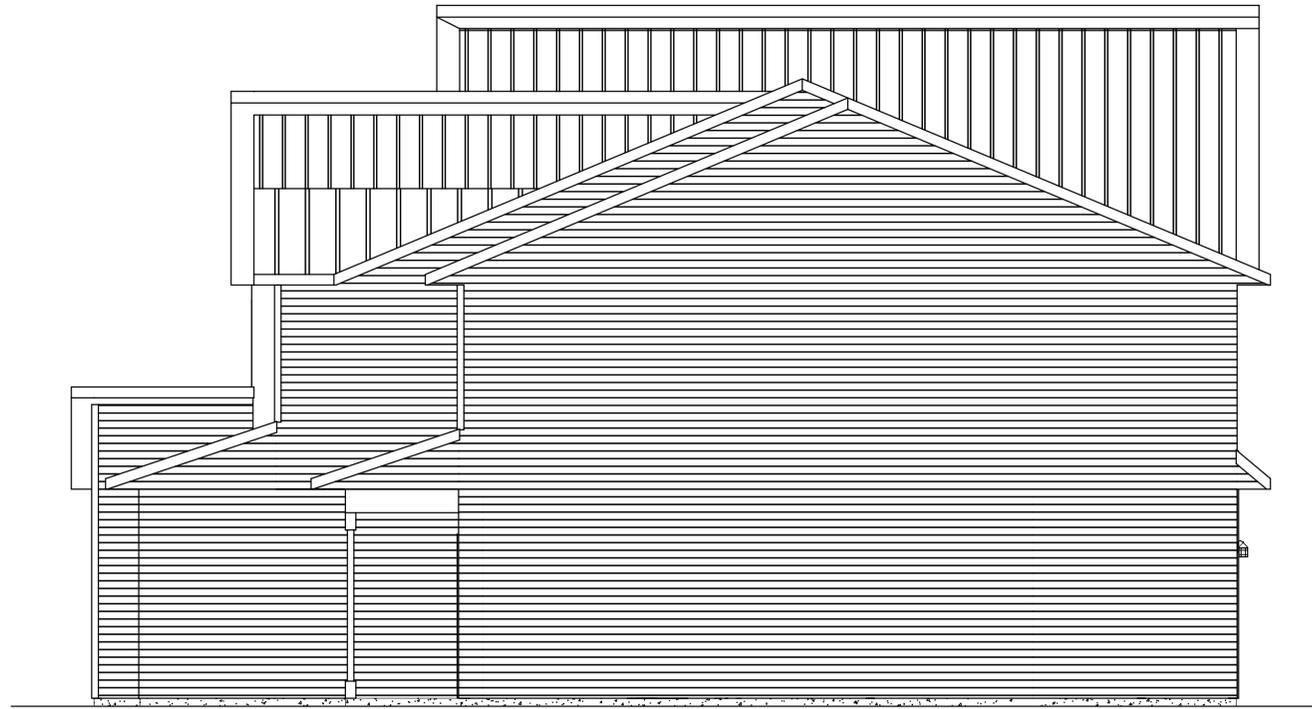
Builder:

Address: 500 LORRY STREET
AMHERST, WI
54406

Telephone: 715-824-5665
Drawn By: MW
Scale: 3/16"=1'-0"

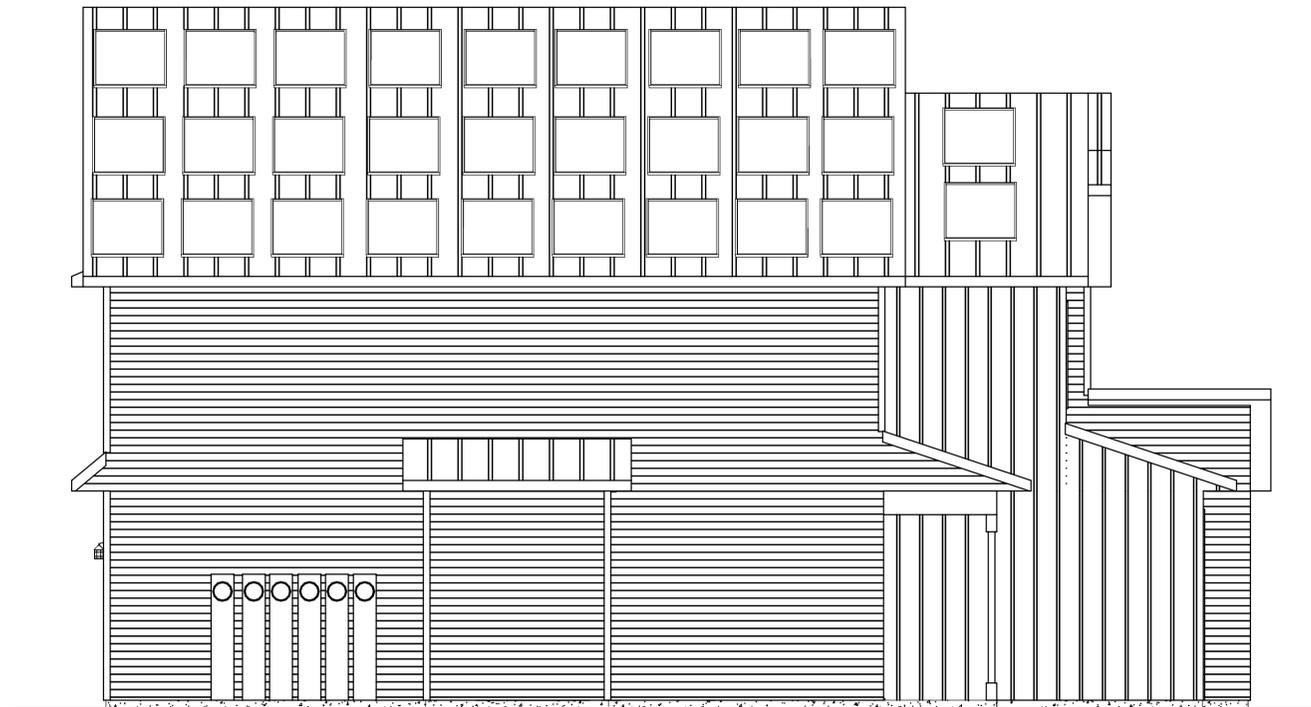
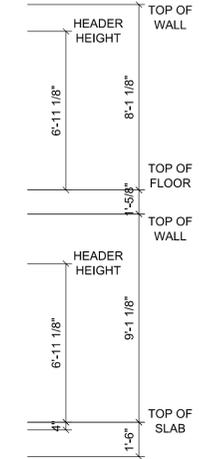
Fax: 715-824-5663
Sales:
Date: 7-8-19

A
1.0



RIGHT ELEVATION

SCALE: 1/4"=1'-0"



LEFT ELEVATION

SCALE: 1/4"=1'-0"

NOTE: -FOR ROOF PITCHES
AND OVERHANG LENGTHS
SEE ROOF PLAN

-WINDOW GRILLES MAY NOT REFLECT
ACTUAL PRODUCT. SEE MANUFACTURER
SPECIFIC DOCUMENTATION FOR DETAILS

FINAL PLAN

SIGNATURE: _____

DATE: _____

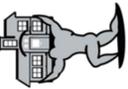
ELEVATIONS

Mailing Address - P.O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663

AEDIFIX

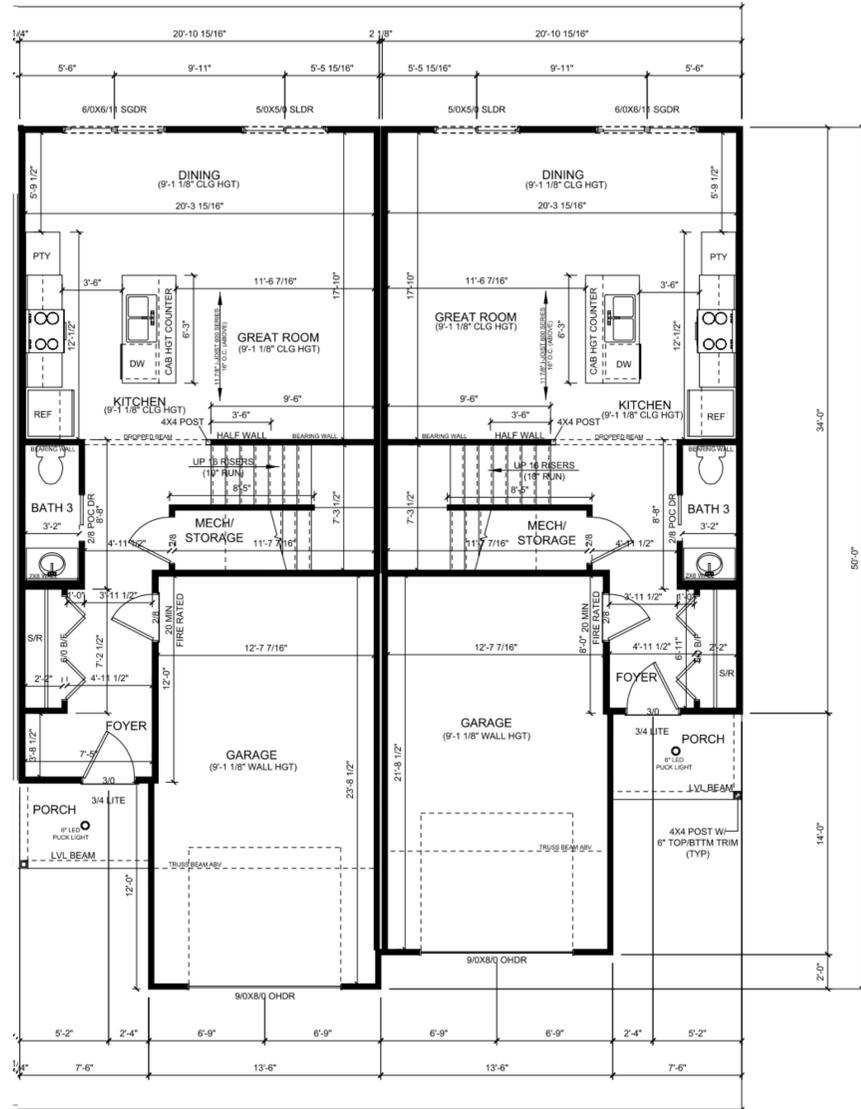
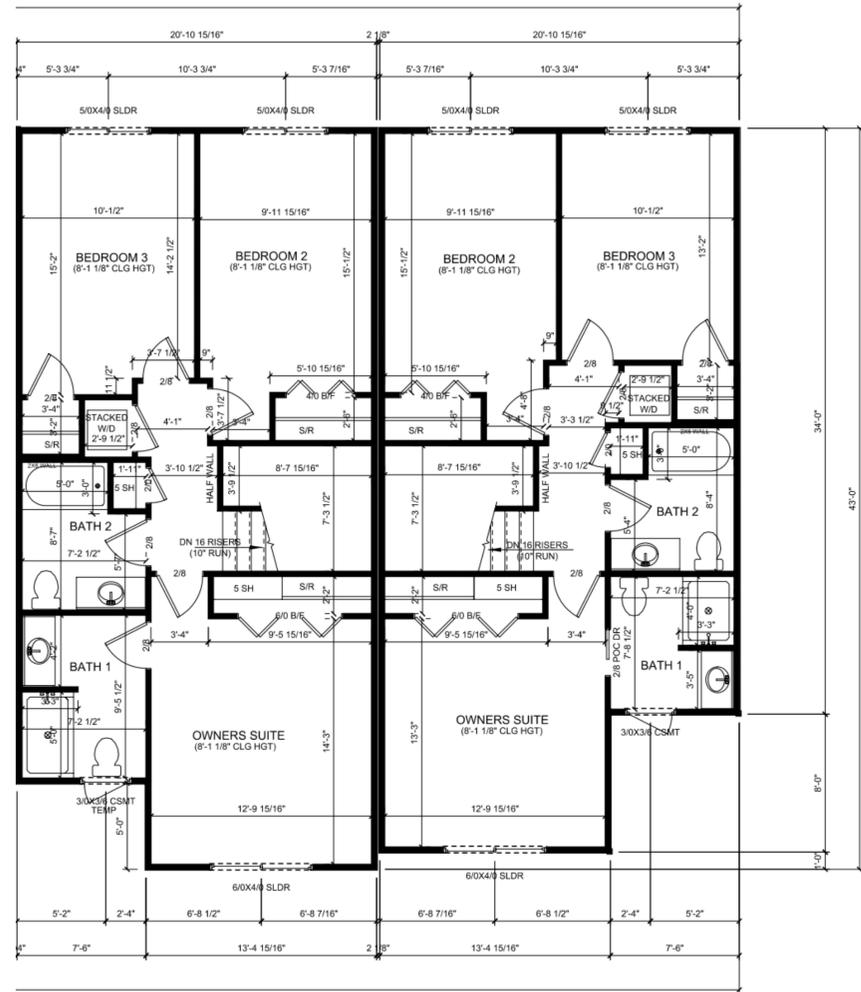
Holdings, LLC

P.O. Box 40 Amherst, WI 54406
715-570-5665 www.aedifixbuilds.com



Revision Date:	Description:	Revision Date:	Description:	Project:	Job #
9-6-19	REVISION #7 MW	7-9-19	REVISION #1 MW	AmicheDiBirra WASHINGTON ST AMHERST, WI	19-317
9-10-19	REVISION #8 MW	7-10-19	REVISION #2 MW		
9-12-19	REVISION #9 MW	7-30-19	REVISION #3 MW		
9-18-19	REVISION #10 MW	7-31-19	REVISION #4 MW		
9-26-19	REVISION #11 MW	8-27-19	REVISION #5 MW		
		9-3-19	REVISION #6 MW		
Builder: 500 LORRY STREET Address: AMHERST, WI 54406 Telephone: 715-824-5665 Drawn By: MW Scale: 1/4" = 1'-0"		Site Address: WASHINGTON ST AMHERST, WI Telephone: 715-824-5665 Sales: Date: 7-8-19			

A
1.1



	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6	UNIT 7	UNIT 8	UNIT 9	UNIT 10
MAIN FLOOR SQ.FT.	613	651	583	583	583	583	583	583	651	613
SECOND FLOOR SQ.FT.	822	864	N/A	N/A	N/A	N/A	N/A	N/A	864	822
TOTAL SQ.FT.	1435	1515	583	583	583	583	583	583	1515	1435
GARAGE SQ.FT.	293	315	N/A	N/A	N/A	N/A	N/A	N/A	315	293
DECK/PORCH SQ.FT.	38	38	44	44	44	44	44	44	38	38

FINAL PLAN

SIGNATURE: _____

DATE: _____

FIRST FLOOR

Mailing Address - P. O. Box 40
Amherst, WI 54406
Physical Address - 500 Lorry St.
Phone (715)824-5665
Fax (715)824-5663



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9-6-19	REVISION #7 MW
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P.O. Box 40 Amherst, WI 54406
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Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From: Sean Fitzgerald, Business Development Specialist

RE: Westside Warehousing Tax Increment Finance Request for Facility Expansion

Westside Warehousing is planning a **\$6.5 million**, 143,704-sq. ft. expansion on land it's purchasing at 835 S. 66th Ave. immediately west of one of its existing facilities. The project will allow the 23-year-old company to consolidate three of its other scattered warehouse locations into a single site with more than 270,000 square feet under roof, creating substantial efficiency from the current practice of trucking materials among its warehouse within the business campus. The expansion will also accommodate future growth of this employer.

The project plans include an enclosed rail line transfer station – among the first in central Wisconsin – enabling Westside Warehousing to convey intermodal product from rail cars to semi-trucks more easily during inclement weather. The company is the largest dry good warehousing operating in central Wisconsin and would like to expand in Wausau rather than other options in the region.

Westside Warehousing is requesting tax incremental finance participation of \$500,000 from the City of Wausau to assist with this expansion. Please note the attached term sheet outlining the proposed structure for city TIF participation. If developed as proposed, the property would generate an estimated \$172,000 in annual tax revenue based on the city's 2019 tax rate.

Staff from the City of Wausau Community Development Department recommends approval of the proposed TIF assistance in order to retain Westside Warehousing in Wausau and assist in its expansion.

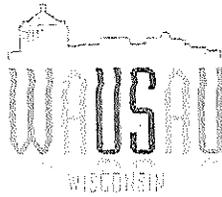


Westside Warehousing Expansion Term Sheet

The Developer will construct/cause the construction of a new industrial facility with a minimum cumulative construction value of \$5,500,000.

The Developer will complete construction of the new facility before December 31, 2021.

The City shall provide 75% of complete and full increment of the new construction annually for five years, not to exceed a total of \$500,000.



Application for City Assistance

The City of Wausau is a proud partner in assisting investment and business development. Our Development Team welcomes consultation with prospective applicants in advance of this formal application process.

Applicant Information

Legal Name: Westside Warehousing of Wausau LLC

d/b/a:

Mailing Address: 840 S 62nd Ave
Wausau WI

Primary Contact #: Jim Peter Cell #: 715 571 9602

Email: jim@thepetercompanies.com

Attorney: Craig Olson

Will a new entity be created for ownership? (No) Yes Name:

Principals of existing or proposed corporation/partnership/LLC

Jim Peter, Tom Peter

Tax Identification #: 39-1981048

Project/Property Summary

Overall Project Summary: New Addition, next to existing Business
(Westside Warehousing of Wausau) 840 S. 62nd Ave

Parcel Address(es): 835 S 66th Ave

Proposed Parcel/Land Area: 5.3 Acres Acres

Proposed Building Area: 143,000 sqft Square feet

Current Use: 1/2 Not developed, 1/2 Building material Supplier

Current Assessed Value: \$ 950,000

Current Property Taxes: \$ 25,000

Describe any zoning changes that will be needed: WAREHOUSING

Identify any other approvals, permits or licenses: WAREHOUSING license # 227518-AW

Describe briefly what the project will do for the property and/or neighborhood: 1/2 of property is a Hayfield. Continue to beautify and Park.

Full and part-time jobs to be created by the proposed project including average estimated salary: \$15-\$20/hour
2-3 over 2 yrs, will be more efficient - combining 4 Bldgs

If existing business, number of current full and part-time employees: 6 Full 3 AF

Timetable: _____

Development Team
Developer: Scherrer Construction
Architect: Len Oldowitz

Contractor: _____

Other Members: _____

Project Budget/Financial Information

Describe why the project cannot occur "but for" City participation: _____

Identify the sources and uses of funds for the project

	Amount (\$)	Source
Land Acquisition or Facility Purchase	1,000,000	
Demolition	TBD	
Environmental Remediation	TBD	
Site Clearance and Prep	TBD	
Utilities	TBD	
Construction of New Building	5,700,000	
Renovation of Existing Structure		
Machinery & Equipment		
Architectural & Engineering Fees		
Legal & Professional Fees	5300.00	
Project Management		
Appraisal	1600.00	
Title/Recording/Transfer		
Permits		
Real Estate Taxes	70,000 to 80,000	
Contingency		
Licenses		
Other (please specify)	Install storm sewer and utilities to Aldg	
Total Project Costs	6.8 to 7m	

Identify the sources/expected sources of financing

Source	Amount (\$)	Terms: Years/Interest	Contact
Equity			
Loans	6.7m	see wtda	Deepley PAT Herce
Grants			
City Participation			
Loan			
Grant			
Other			
Total Financing	TBD		

Additional Considerations

Please answer the following:

1. Will you sign a community workforce agreement with the local Building Trades Council? Yes No
2. Will you agree to source all sub-contractors and building material suppliers from within a 100 mile radius of Wausau? Yes No
3. Will you agree to not protest to the Board of Review, except in cases of material inaccuracies, your real estate assessment for the subject properties? Yes No
4. Will you complete the design assistance process of the Wisconsin Focus on Energy Program, which offers incentives and consultations on energy efficiency? Yes No
5. Will you consider using Property Assessed Clean Energy (PACE) funding which can provide financing support for construction which meets energy efficiency or alternative energy standards? Yes No
6. Will you provide corporate tax filing verification information for job creation reporting purposes, if requested? Yes No

Filing Requirements

You must provide all of the following items with your signed application for it to be considered complete:

1. Fee: A nonrefundable application fee of \$1000 made payable to the City of Wausau Community Development Department.
2. Site Maps: Provide a map that shows the location of the site and a map that focuses on the project and its immediate surroundings.
3. Project Renderings: Provide preliminary drawings, plans or renderings for the proposed project.
4. Projections: Provide three (3) years of cash flow projections for the project.
5. Statements: Profit and loss statements for the past three (3) years (if applicable) – this may be shared in a closed session if necessary and requested.

If the project requires planning and/or zoning approvals, you must make these applications concurrent with this request.

Declarations

The City requests answers to the following for any applicant, investor, developer, officer or affiliate of an entity or LLC with an ownership or share of 20 percent or greater in the proposed project:

Involved in a previous or pending lawsuit or legal proceeding?

Yes No

Involved in a previous or pending bankruptcy or insolvency proceeding?

Yes No

Charged with a crime, paid or otherwise complied with civil penalties, or been the subject of a criminal or civil investigation?

Yes No

Have any outstanding tax liens currently or previously?

Yes No

Have any projects with a construction delay of six months or greater?

Yes No

Please attach a detailed explanation of any YES responses.

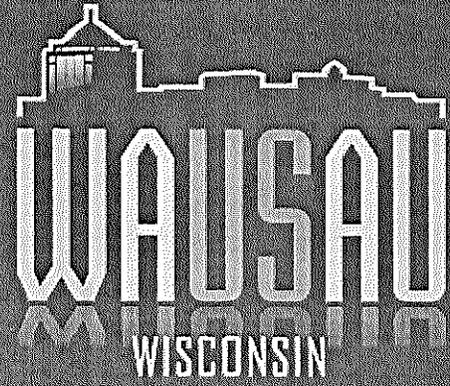
Agreement:

I, by signing this application, agree to the following:

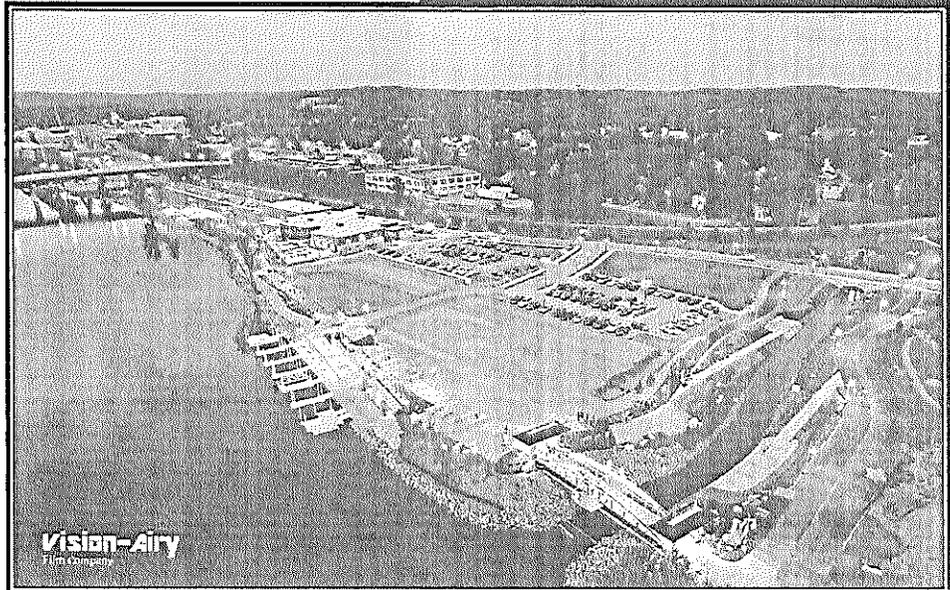
1. I have read, and will abide by all the policies, standards and reporting requirements of the City for Tax Incremental Financing (TIF).
2. The information submitted is correct and adequately represented.
3. I understand the City reserves the right to deny approval, regardless of preliminary approval or the degree of construction completed before application for final approval.
4. I authorize the City to check references, run a credit report, verify criminal and financial backgrounds and obtain other relevant information on the applicant and parties.
5. I agree to provide additional information as may be requested by the City after filing of this application.

Applicant Name (Printed): Jim Peter Date: 9/29/20

Signature: 



Tax Incremental Financing Policy & Application



City of Wausau, Wisconsin

407 Grant Street

Wausau, WI 54403

www.wausaudevelopment.com

(715) 261-6680



Economic Development Agreement Policy

Purpose

Tax Incremental Financing (TIF) is a governmental finance tool used to provide funds to construct public infrastructure, promote development opportunities and expand future tax base. TIF assistance is only used when the proposed development would not occur “but for” City assistance. The proposed development should be consistent with and reinforce all City plans; and lead to the creation of jobs, the attraction, retention and expansion of strategic businesses and/or the redevelopment of underutilized properties to eliminate blight.

Goals and Objectives

Goal #1 - Economic Development: create jobs through the attraction, retention, and expansion of strategic businesses, support local workforce development and training, improve infrastructure for commercial and industrial expansion opportunities, increase the local tax base.

Goal #2 - City Revitalization: remove blight, encourage new construction on existing city lots, promote historic preservation and adaptive/imaginative re-use of underutilized properties, increase affordable housing, allow higher standards of building design and construction quality.

The proposed development should:

- Improve identified blighted and strategic areas
- Meet the City Urban Design Standards
- Support the Comprehensive Plan and relevant neighborhood plans
- Utilize loans over grants
- Serve as gap financing – not be possible “but for” City assistance
- Primarily used for public infrastructure and publicly accessible areas
- Create jobs, commerce and economic activity
- Include substantial private investment of the applicant
- Receive support from neighborhood and stakeholder organizations

Application Process

Developers who seek TIF assistance must meet with Community Development staff and other City staff as appropriate. If staff determines funds may be available, a developer will be asked to submit a TIF Application. A TIF application shall include the following:

- Application describing the nature of the business, proposed plans, and requested assistance
- Project description, purpose of loan and expected benefits. Include cost estimates for building improvements and other capital expenditures, as well as the ratio of total project cost versus the amount of equity invested by owner
- Three-year cash flow projections
- Profit and loss statement for the past three years (if applicable)
- Fees – a non-refundable fee of \$1,000 is required for processing of the initial application. An additional fee of \$500 will be charged for each development agreement amendment required.

The City is not obligated to make a TIF assistance recommendation or conclude negotiations in the event that information has not been presented to its satisfaction or the proposed project lacks feasibility. Meeting policy guidelines or other criteria listed herein does not guarantee the provision of TIF financial assistance nor does the approval or denial of one project set precedent for approval or denial of another project.

Staff verifies the TIF application and distributes the file for review to relevant City departments. The draft development agreement term sheet will be sent to the Economic Development and/or Finance Committee for review. City Council approval is required for all TIF Applications that result in a Development Agreement.



The process for approving funds within a current TID (or within a 1/2 mile radius of an existing TID) may take up to 60 days for final approval. Developers may request TIF funds outside of a Tax Incremental District, but the City of Wausau requires an additional 60 days minimum to allow for an amendment to TID boundaries.



Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From: Sean Fitzgerald, Business Development Specialist

RE: Staff memo on Thomas Street Phase Remnant Properties

As part of the process to evaluate a previous development proposal for the City of Wausau's Thomas Street Phase 2 Remnant Properties request for proposal, the city sponsored a community listening session on August 17, 2020. Staff received an overwhelming response from neighbors in attendance that the parcels should be developed with owner-occupied, single-family residences. During the September 1, 2020 City of Wausau Economic Development Committee meeting, the body directed the city's Community Development Department staff to draft a proposal to build five or six single-family houses.

The department's goal is to develop an RFP that will solicit developers and builders to construct six single-family homes with architecture consistent to prior homes the city built in partnership with Northcentral Technical College and will positively fit into the neighborhood's current home designs. These homes will be constructed on the six city-owned parcels on the north side of Thomas Street between Cleveland Avenue and Emter Street. Staff suggests a land sale price of \$6,500 for each parcel.

Lots are 107 feet in length and 60 feet in width. Houses will be built by private sector and sold to owner occupants. Sample construction plans and elevations or pictures owned by the city will be included in the RFP and will be made available upon request. The city's goal is to continue the outstanding progress in building construction that's taken place on Thomas Street.

Staff's proposed time frame is to prepare the RFP for release October 26, 2020. Proposals would be due December 11, 2020, allowing the proposals to be rated and a recommendation made for the January 5, 2021 meeting of the Economic Development committee. The project would be required to be completed with 18 months from the award of a contract.

If developed as proposed, these six properties would generate an estimated \$24,000 in annual tax revenue based on the city's 2019 tax rate. The original proposal submitted by Aedifix Holdings which was not accepted by the city would have generated an estimated \$186,000 in annual tax revenue.





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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving Creation and Implementation of the Wausau Poet Laureate Program	
Committee Action:	
Fiscal Impact: \$400 (\$200 per year for a two-year term)	
File Number:	Date Introduced: October 13, 2020

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

RESOLUTION

WHEREAS, Wausau Municipal Ordinance 2.60.080 was enacted, creating the Wausau Arts Commission, for the purpose of advising the Common Council on the planning, programming, procurement, installation, operations and maintenance of public visual art projects and artworks; and

WHEREAS, one of its duties is to advise municipal efforts, through the Economic Development Committee, to engage artists and creative workers and the community in a broad range of civic initiatives; and

WHEREAS, at its September 11, 2020, meeting, it discussed a proposed Wausau Poet Laureate Program and recommends creating one for the purpose of celebrating and expanding upon poetry and literary arts in our community, in order to promote poetry as an art form, expand access to the literary arts, connect the community to poetry and promote poetry as a community voice that contributes to a sense of place; and

WHEREAS, your Wausau Arts Commission will select a three member panel which will evaluate applicant submissions according to stated criteria, and will select one Poet Laureate and one alternate, to serve a two-year term, for which the Poet Laureate will be paid \$200 per year, for sharing four (4) poems per year with the community in an official capacity and participate in the Central Wisconsin Book Festival in the fall of

each year; and

WHEREAS, your Wausau Arts Commission will recommend to Council, through the Economic Development Committee, nominations for Poet Laureate and an alternate, for acceptance or rejection by the Common Council.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that a Wausau Poet Laureate Program is hereby established and shall be administered by the Wausau Arts Commission as described herein and according to the attached program guidelines.

Approved:

Katie Rosenberg, Mayor

Wausau Poet Laureate Program

Historically, a Poet Laureate is appointed by a government to compose or recite poems for special occasions. Poet Laureates also conduct workshops and readings, activities, and events. The City wishes to pursue a Poet Laureate program in order to:

- Promote poetry as an art form
- Expand access to the literary arts
- Connect the community to poetry
- Promote poetry as a community voice that contributes to a sense of place

Purpose: To celebrate and expand upon poetry and literary arts in our community.

Authority: Policy of the Wausau Arts Commission, Wausau Economic Development Committee, and the Wausau City Council.

Policy: The Wausau Arts Commission is responsible for providing Poet Laureate recommendations to the Wausau City Council. The Wausau Arts Commission, using an inclusive jury process, will evaluate the applicants according to stated criteria.

Selection Process

- A 3-member jury, selected by the Arts Commission and composed of one Arts Commission member (or designee), one representative of the literary poetry community, and one member of the City's Community Development Staff shall be convened to review the poet laureate submissions.
- Applicants must be Wausau residents over 16 years of age.
- Submissions require a resume and samples of work, from published and self-published volumes and/or video recorded readings and performances.
- Each Poet Laureate shall serve a term of two years.
- The selected Poet Laureate will share 4 poems per year with the community in an official capacity and participate in the Central Wisconsin Book Festival in the fall of each year.
- The jury recommends to the full Arts Commission one Poet Laureate and an alternate. The Commission's recommendation will be communicated to the City Council for formal acceptance or rejection.
- For their term of service in the community, each Poet Laureate will receive a stipend of \$200 per year, \$400 total.

Selection Criteria

The jury will review each application for aesthetic quality, community involvement, and capacity for public engagement in the literary arts, all equally weighted.

Aesthetic Quality

- Do the written or recorded work samples exhibit strong aesthetic merit?
- Are the works consistently strong? Does the applicant produce poetry on a regular basis?

Community Involvement

- Does the applicant demonstrate a history of involvement and activity within the literary arts?

Potential for Engagement

- Does the proposal support the poet's ability to engage Wausau's citizens in meaningful ways to further the literary arts in our community?

Administration

- Each selected Poet Laureate will enter into an agreement with the City.
- Each Poet Laureate will manage their own schedule, be the point of contact for all programming inquiries from the public, arrange details for their programs and coordinate press releases with the City's staff.
- If a poetry reading at an official City occasion is one item on the agreed scope of work, the City reserves the right to review the proposed poem(s) beforehand (either their own or the work of another poet(s)), and accept or decline the reading. If the reading is declined, the Poet Laureate will replace the event in their schedule.
- Each Poet Laureate will help to facilitate and transition the successor Poet Laureate.
- The City reserves the right to cancel or discontinue the Poet Laureate term of service at any time, with or without cause and with or without notice to the poet or public.

WAUSAU ARTS COMMISSION

Time and Date: Friday, September 11, 2020 at 1:00 p.m. in the Maple Room of Wausau City Hall
Members Present: Linda Prehn, David Hummer, Kathy Foley, Tom Fleming, Sean Wright, Sarah Watson
Members Absent: Mara Mullen-Reinhardt
Others Present: Brad Lenz

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and transmitted to the *Wausau Daily Herald* in the proper manner.

Welcome and Introductions

Prehn called the meeting to order at approximately 2:00 p.m. Fleming, Hummer, and Watson attended the meeting via Webex.

Discussion and Possible Action on Poet Laureate Program for Wausau

Lenz said there is a summary in the packet that outlines what the program is, and why it's a good idea. He said that the Mayor wanted to involve the Arts Commission in the selection process of the poet; a new person would be selected every two years. He said the Mayor wants to make the announcement of the program at the Central Wisconsin Book Festival in a couple of weeks; she wanted to get the committee's thoughts and possible recommendation.

Foley said it is a great idea. She said that different arts touch and come under the same umbrella. She thought the Mayor's office was a good place for this to come out of. She said that the state poet laureate has done programs at the museum and has been in the community. She also said there is an active local poetry group.

Lenz said the commitment from this group would be to act as a liaison to the Council, and for one person to be on the selection jury. Foley suggested appointing Linda Ware who served on the state poet laureate commission. Prehn agreed, and asked if anyone on the commission would like to serve on the jury, to which no one volunteered. The commission agreed that Ware would be their top choice.

Foley motioned to approve the Poet Laureate Program as presented. Prehn seconded, and the motion carried 6-0.



O f W i s c o n s i n , I n c 5801 Packer Drive Wausau, WI. 54401

Building Sale

September 25th, 2020

To the City of Wausau, Community Development
c/o Lisa Parsch

We have an offer to purchase from Gore Enterprises LLC, c/o Joe Gore for the property located at 5801 Packer Drive, Wausau, WI 54401, in the amount of \$425,000. The continue to lease part of the building to Network Solutions of Wisconsin, Inc and intend to move into the building themselves.

This letter is to offer you the first right of refusal for the above listed property.

Please notify me as soon as possible if you intend to exercise your right to purchase.

Todd Bramschreiber

Todd Bramschreiber

Ideal Properties of Central Wisconsin, LLC.

Approved by the Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

Woldt Realty
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

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 September 11, 2020, and accepted September 12, 2020, for
2 the purchase and sale of real estate at 5801 packer drive wausau wi 54401

3 _____, Wisconsin as follows:

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

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

6 Other: BUYER AND SELLER HAVE AGREED TO ENTER INTO THE ATTACHED LEASE AT CLOSING. THE SPACE
7 RENTED WILL BE THE CURRENT WEST SIDE SUITE, USE OF THE COMMON RESTROOMS, HALLS,
8 KITCHENETTE, AND THE STORAGE AREA OFF THE REAR ENTRY/KITCHEN SPACE.

9 _____
10 OFFER CONTINGENT UPON THE CITY OF WAUSAU WAIVING ANY RIGHTS OF FIRST REFUSAL PRIOR TO
11 CLOSING IF ANY.

12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

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

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

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
31 offering the Amendment on or before September 25, 2020 (Time is of the Essence). Delivery
32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
33 in this Amendment.

34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
35 **delivery as provided at lines 30-33.**

36 This Amendment was drafted by BRADLEY WOLDT WOLDT COMMERCIAL REALTY LLC on 09/25/2020
37 Licensee and Firm ▲ Date ▲

38 This Amendment was presented by Jodi Spangberg on 9/25/2020
39 Licensee and Firm ▲ Date ▲
40 DocuSigned by: 9/28/2020 | 8:19 AM PDT DocuSigned by: 9/25/2020

41 (x) Joseph Gore Date ▲ Seller's Signature ▲ Date ▲
42 Buyer's Signature ▲ Date ▲ Print name ▶ TODD BRAMSCHREIBER

43 (x) Jodi Spangberg 9/28/2020 | 8:12 AM PDT
44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
45 Print name ▶ Jodi Spangberg Print name ▶

46 This Amendment was rejected _____
47 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

Todd Bramschreiber 715-571-9114

toddb@nsinetwork.com

Approved by the Wisconsin Real Estate Examining Board
03-1-12 (Optional Use Date) 07-1-12 (Mandatory Use Date)

Next Home Leading Edge
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704
Page 1 of 9, WB-15

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 11, 2020 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER)~~ ~~(AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Gore Enterprises LLC
4 _____, offers to purchase the Property known as [Street Address] 5801 Packer Drive
5 _____ in the _____ City _____
6 of Wausau _____, County of Marathon _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: Four Hundred Twenty-Five Thousand
9 _____ Dollars (\$ 425,000.00).
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 2,000.00 will be
11 mailed, or commercially or personally delivered within 7 days of acceptance to listing broker or
12 _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: Refrigerator, Microwave, Water Machine
16 _____

17 _____
18 All personal property included in purchase price will be transferred by bill of sale or _____

19 _____
20 ■ NOT INCLUDED IN PURCHASE PRICE: Seller's and Tenant's Personal Property, Telephone System, Computers,
21 Servers
22 _____

23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.

25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 September 14, 2020 _____ . Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): Jodi Spangberg
39 Buyer's recipient for delivery (optional): Brad Woldt

40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) _____ Buyer: (_____) _____

42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____

49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): bradleywoldt@aol.com

54 E-Mail address for Buyer (optional): jodi@nexthomele.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated September 10, 2020
59 and Real Estate Condition Report, if applicable, dated September 10, 2020, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and
61

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

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than October 23, 2020
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
71

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77 Current assessment times current mill rate (current means as of the date of closing)

78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)

80

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any,
95 are _____

96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

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

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

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyers/Principles are licensed real estate agents in the State of
110 Wisconsin with NextHome Leading Edge.

111 _____
112 _____
113 _____
114 _____
115 _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____
137 _____ **CHECK ALL THAT APPLY**, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

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

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

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 10 days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other 12 months receipts of gas/electric, cleaning, lawn/snow care

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

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

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 10 days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

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

226 **(Definitions Continued on page 6)**

227 IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

228 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written Commercial
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 30 days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ 344,000.00 for a term of not less than 5 years,
231 amortized over not less than 20 years. Initial monthly payments of principal and interest shall not exceed \$ 1,883.00. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

238 FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.
239 ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed 2.850 %. The initial interest rate shall be
240 fixed for 60 months, at which time the interest rate may be increased not more than 1.000 % per year. The maximum
241 interest rate during the mortgage term shall not exceed 5.000 %. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that**
250 **delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,**
251 **after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
252 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

253 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256 SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within 30 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.

277 **ADDITIONAL PROVISIONS/CONTINGENCIES**
278 Offer contingent on Seller's commitment and signing of new lease within 14 days of acceptance for
279 no less than the following terms: 2300 sq.ft, 3 years, lease to be \$2000.00/mo, all inclusive.
280 Lease terms and rate contingent on Buyers receipt and review of electrical receipts for previous
281 12 months due to potential high electric use from servers, computers, etc. Seller/future tenant
282 to have use of all current office desks, chairs, tables, partitions as required.

283 _____
284 _____
285 _____
286 _____

DEFINITIONS CONTINUED FROM PAGE 4

287 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
288 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
289 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
290 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
291 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
292 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
293 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
294 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
295 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
296 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
297 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

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

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

EARNEST MONEY

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
 342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
 343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
 344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
 345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
 346

347 _____
 348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
 351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
 352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
 354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
 355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
 357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
 358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
 359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
 360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
 363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
 364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
 366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
 367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
 368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
 369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
 370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
 371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
 375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
 376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
 377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
 378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
 380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
 381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
 382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
 383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
 384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
 385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
 388 Assessment report to which Buyer objects (Notice of Defects).

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

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
 395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
398 remedies.

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

- 403 (1) sue for specific performance; or
- 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
415 to this Offer and their successors in interest.

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

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

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

465 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be**
478 **null and void.**

479 **ADDENDA:** The attached RECR, Bill of Sale is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Jodi Spangberg - NextHome Leading Edge
481 _____ on 09/11/2020

482 Buyer Entity Name (if any): Gore Enterprises LLC

483 (X) Joseph Gore DocuSigned by: Joseph Gore 09/11/2020
484 Buyer's/Authorized Signature Print Name Joseph Gore Date ▲

485 (X) Jodi Spangberg DocuSigned by: Jodi Spangberg 09/11/2020
486 Buyer's/Authorized Signature Print Name Jodi Spangberg Date ▲

487 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

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

492 Seller Entity Name (if any): Todd Bramschreiber

493 (X) Todd Bramschreiber DocuSigned by: Todd Bramschreiber 09/11/2020
494 Seller's/Authorized Signature Print Name Todd Bramschreiber Date ▲

495 (X) _____
496 Seller's/Authorized Signature Print Name brad woltd Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] WOLDT COMMERCIAL REALTY LLC
498 _____ on 9/11/2020 at 930 pm a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Approved by the Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

Woldt Realty
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

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 September 11, 2020, and accepted September 12, 2020, for
2 the purchase and sale of real estate at 5801 packer drive wausau wi 54401

3 _____, Wisconsin as follows:

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

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

6 Other: _____

7 earnest money to be held at title company of sellers choice.

8 water machine is not included in the offer.

9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

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

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

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
31 offering the Amendment on or before September 14, 2020 (Time is of the Essence). Delivery
32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
33 in this Amendment.

34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
35 **delivery as provided at lines 30-33.**

36 This Amendment was drafted by BRADLEY WOLDT WOLDT COMMERCIAL REALTY LLC on 09/12/2020
37 Licensee and Firm ▲ Jodi Spangberg Date ▲

38 This Amendment was presented by Jodi Spangberg NextHome Leading Edge on 9/12/2020

39 DocuSigned by: Licensee and Firm ▲ DocuSigned by: Date ▲

40 (x) Joseph Gore 9/14/2020 | 9:14 AM PDT (x) TODD BRAMSCHEIBER 9/12/2020 Date ▲
41 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

42 Print name ▶ Date ▲ Print name ▶ TODD BRAMSCHEIBER

43 (x) Jodi Spangberg 9/14/2020 | 8:51 AM PDT (x) _____ 9/12/2020 Date ▲

44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
45 Print name ▶ Jodi Spangberg Print name ▶ _____

46 This Amendment was rejected _____

47 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

Woldt Realty
Page 1 of 5

SELLER DISCLOSURE REPORT - COMMERCIAL

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 5801 PACKER DRIVE IN THE

CITY (CITY) (VILLAGE) (TOWN) OF WAUSAU, COUNTY OF
MARATHON STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT
PROPERTY AS OF September (MONTH) 10 (DAY) 2020 (YEAR).

When listing a property Wis. Admin. Code § REEB 24.07(1)(b) requires licensees to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." This Seller Disclosure Report is a tool designed to help the licensee fulfill this license law duty.

This is not a warranty of any kind by the owner or any agents representing any party in this transaction and is not a substitute for any inspections, testing or warranties that the parties may wish to obtain. This is not a disclosure report required by Wis. Stat. Ch. 709 and the owner is voluntarily providing this information.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

- A1. In this form, "aware" means the "owner(s)" have notice or knowledge.
- A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property.
- A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide an explanation of the reason why the response to the question is "yes" in the area provided following each group of questions.
- A5. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

B. STRUCTURAL AND MECHANICAL

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of defects in the roof? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of defects in the electrical system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of defects in part of the plumbing system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of defects in any structure or structural components on the property (including walls)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B9. Explanation of "yes" responses <u>Roof is over 30 years old.</u> | | | |

C. ENVIRONMENTAL

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of the presence of unsafe levels of mold? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, pesticides, or other potentially hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C9. Explanation of "yes" responses _____ | | | |

D. STORAGE TANKS

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| D1. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D3. Explanation of "yes" responses _____ | | | |

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E2. Are you aware that remodeling was done that may increase the property's assessed value? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E3. Are you aware of pending special assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E5. Are you aware of any proposed construction of a public project that may affect the use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E8. Explanation of "yes" responses _____ | | | |

F. LAND USE

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of any zoning code violations with respect to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area, or of flooding, drainage problems, standing water or other water problems affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of conservation easements on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F5. Are you aware of restrictive covenants or deed restrictions on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F7. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. <u>Use Value.</u> | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Is all or part of the property subject to or in violation of a farmland preservation agreement? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F11. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F13. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F14. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F15. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F16. Are you aware of one or more burial sites or archeological artifacts on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17. Explanation of "yes" responses _____ | | | |

G. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| G1. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G2. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G4. Are you aware of a joint well serving the property including any defect related to a joint well serving the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G5. Are you aware that a septic system or other private sanitary disposal system serves the property including defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G6. Are you aware of an "LP" tank on the property, including defects? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G10. Are you aware of leased parking? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G11. Are you aware of other defects affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G12. The owner has owned the property for _____ years. | | | |
| G13. Explanation of "yes" responses _____ | | | |

Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

OWNER'S CERTIFICATION

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Entity Name (if any): _____

Name & Title of Authorized Representative Signing for Entity: _____

Authorized Signature for Entity: _____ Date _____

Owner DocuSigned by: TODD BRAMSCHEIBER Date 9/10/2020
-378A3721FC54409

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Entity Name (if any): Gore Enterprises LLC

Name & Title of Authorized Representative Signing for Entity: Joseph Gore Owner

Authorized Signature for Entity: Joseph Gore Date 9/11/2020 | 3:35 PM PD
-552D3F22748D447...

Prospective buyer _____ Date _____

Presentation on Environmental Justice

TONY WILKIN GIBART

Midwest Environmental Advocates

Executive Director



Tony is a graduate of the University of Wisconsin Law School and earned his B.A. at the University of Chicago. Throughout his career, he has sought to empower people most impacted by legal and policy decisions so they can be a force for positive change. Prior to joining MEA, Tony served in various leadership roles with End Domestic Abuse Wisconsin. By mobilizing a network of advocates and survivors, he helped ensure passage of firearm safety legislation and fair housing bills, and secured historic increases in funding for domestic violence victims services in Wisconsin.

Motivated by his belief that ecological sustainability is the most critical issue of our time, Tony has also found ways to contribute to local environmental activism. He led 350 Madison, Inc.'s efforts to gain non-profit status and established a membership program to provide resources to the organization. In addition, he has assisted community groups in using legal processes to challenge harmful environmental decisions and policies.