



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING **AMENDED**

AGENDA

Date & Time of Meeting: **Tuesday, June 9, 2020 3:30 p.m.**

Meeting Location: **Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403**

Members: John Robinson, Chair, Alyson Leahy, Vice-Chair, Jonathan Fischer, EJ Stark, Kurt Gibbs, Yee Leng Xiong, Craig McEwen

Marathon County Mission Statement: Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly, or in cooperation with other public and private partners, provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12/20/05)

Human Resources, Finance & Property Committee Mission/Purpose: Provide leadership for the implementation of the County Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to the human resources initiatives, finance and property of the County.

The meeting location identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Human Resources, Finance and Property Committee members and the public to attend this meeting remotely. To this end, instead of attendance in person, Committee members and the public may attend this meeting by telephone conference. If Committee members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees. Persons wishing to attend the meeting by phone may call into the telephone conference beginning five (5) minutes prior to the start time indicated above using the following number: 1-408-418-9388

Access Code: 126 397 5855 Password: 12341234

If you are prompted to provide an "Attendee Identification Number," enter the "#" sign. No other number is required to participate in the telephone conference. When you enter the telephone conference, **PLEASE PUT YOUR PHONE ON MUTE!**

1. Call to Order-Please silence your cellphones
2. Public Comment Portion of the Agenda has been temporarily suspended, pursuant to Marathon County Resolution #R29-20, dates April 21, 2020, because the technology necessary to afford the public the opportunity to address the County Board, its subgroups, during public comment is difficult to guarantee, if a large number of individuals have elected to call in.
3. Approval of the Minutes of the May 12 and May 26, 2020 Human Resources, Finance and Property Committee Meeting
4. Educational Presentations/Outcome Monitoring Reports-Overview of Financial Metrics-Budgeting During a Crisis: Responding to the COVID19 Recession
5. Policy Issues Discussion and Possible Action by Committee to Forward to the County Board
 - A. Consideration of Mid-year 2020 budget Adjustments in light of COVID-19 impacts
 - B. Resolution-Amend the 2018 CIP Library Roof Project and Transfer Funding from the Contingency/CIP Fund**
 - ~~C. Resolution—Transfer from Contingency Fund or CIP Fund for Sheriff Radio Tower Equipment~~
 - D. Resolution –Approving Purchase of Real Estate Located at 530 Jackson Street, Wausau, WI 54403**
6. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
 1. Interdepartmental Budget Transfers
 - B. Discussion and Possible Action by Human Resources and Finance and Property Committee
 1. Approve Claims and Questioned Costs – May 2020
 2. Denial of Claim
 1. Liberty Mutual/Wilber
 2. Rural Mutual Insurance Co
 3. Determination of 2021 Budget Assumptions-Revenue/Expenditure Assumptions
7. Announcements (Next Meeting Date and Topics)- Next Meeting Date – June 23, 2020, 4:00pm
 - A. 2021 Budget timeline B. 2020/2021 Economic Outlook Updates
8. Adjourn

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715 261-1500 or e-mail infomarathon@mail.co.marathon.wi.us one business day before the meeting.

SIGNED J ROBINSON/s/K Palmer
Presiding Officer or Designee

Faxed to: Wausau Daily Herald
Faxed to: City Pages
Faxed to: Record Review
Faxed by/time: T Murphy 6/8/2020 3:00 pm
Posted to the County Website:

NOTICE POSTED AT THE COURTHOUSE
By/Date/Time: T Murphy 6/8/2020 3:00 pm
www.co.marathon.wi.us



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

Date & Time of Meeting: Tuesday, May 12, 2020 3:30 p.m. **DRAFT MINUTES**

Meeting Location: Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403

Members: Jon Robinson-on site, Chair, Alyson Leahy-on site, Vice-Chair, Jonathan Fischer-WebEx, EJ Stark-WebEx, Kurt Gibbs-on site, Yee Leng Xiong-WebEx, Craig McEwen-WebEx

Others: On call-Ka Lo, Becky Frisch, Tom O'Neil, Diane Hanson, in person-Scott Corbett, Eric Lineman, Allen Wesolowski, Brain Kowalski, Frank Matel, Kristi Palmer, Lance Leonhard, Jean Kopplin, Gerry Klein, Ann Herda-Rapp

1. Call to Order by Chairperson Robinson at 3:30 pm
2. Public Comment Portion of the Agenda has been temporarily suspended, pursuant to Marathon County Resolution #R29-20, dates April 21, 2020, because the technology necessary to afford the public the opportunity to address the County Board, its subgroups, during public comment is difficult to guarantee, if a large number of individuals have elected to call in.
3. Approval of the Minutes of the April 27th, 2020 Human Resources, Finance and Property Committee Meeting Motion approve the minutes by Gibbs and Seconded by Leahy, vote unanimous

Chairman Robinson requested that item 6 move up to this time on the agenda.

Easement to the City of Wausau – 400 Thomas Street

The requests from the City of Wausau for the City to have the County approve the easement at 400 Thomas Street. There are some details on alternative parking at 400 Thomas Street that we need to work out with the City as we will be 75-80 parking stalls short during construction.

Motion by Gibbs and seconded by Leahy to approve the easement contingent upon working out suitable for appropriate parking plan for all concerned including the public and staff; vote unanimous

4. Educational Presentations/Outcome Monitoring Reports-Overview of Financial Metrics-Budgeting During a Crisis: Responding to the COVID19 Recession

Palmer provided information in regards to the current budget projections based on the latest economic information available-No formal action taken

5. Policy Issues Discussion and Possible Action by Committee to Forward to the County Board

A. Consideration of Mid-year 2020 budget Adjustments in light of COVID-19 impacts

Robinson discussed the need to look at a 2020 budget adjustment with a proposed 50/50 split-50% of the deficit coming from budget reductions and 50% of the deficit addressed through the use of Working Capital. Robinson-We asking Administration to go back and look at alternatives, develop a plan and bring it back to the Committee.

Motion by Stark and seconded by McEwen directing Administration to develop of mid-year 2020 budget plan with 50% of the reduction coming from 2020 budget adjustments and 50% coming from General Fund Working Capital and bringing the plan back to the committee at the June action meeting; vote unanimous

B. Resolution Authorizing a Taxation District to Waive Interest and Penalties on Property Tax Payments Installments due on or After April 1, 2020 – (Act 185)

Robinson discussed some of the implications of passing this resolution. This will also create delinquent property taxes with the interest and penalty eliminated from February through September time period. The taxes are delinquent but the property owner will not be accruing interest or penalties on the property during this time. The property taxes are delinquent and there will be a tax certificate will be issued on the property. Gibbs-The County has in place a provision in place to work with property owners when they get into financial difficulties and we would continue to work out payment arrangements with individual property owners.

Motion by Gibbs and seconded by McEwen not to pursue the Act 185 Resolution and not forward to County Board and continue to utilize the payment plan process in place at the County Treasurer's office.

C. Development of a Uniform County License/User fee response due to COVID-19 (e.g., Retail Food Licenses)

Leonhard discussed several departments that collect license and fees which make up a substantial amount of their budget. The Health department takes in restaurant inspection fees of approximately \$450,000 a year. The Sheriff's department takes in fees and does not believe that there will be any hardships in collecting these fees. The most significant annual fees that would be impacted would be fees collected by the Parks Department. This issue came from DATCAP due to the postponement of the restaurant inspection fees which



we set at the County level. There is no recommendation and the status quo will be maintained.

MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

Date & Time of Meeting: **Tuesday, May 12, 2020 3:30 p.m.**

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D. Consideration of the UWSP Wausau Campus-Security Camera Project Proposal

Ann Herda-Rapp discussed the request from UWSP-Wausau for the camera project request. This request has been forwarded to the HRFC from the EEEDC committee. The UWSP-Wausau has to encumber these funds during the current state fiscal year (by June 30) and would like the County to pay a portion of the project. Gibbs-How do we ensure that if the County pays their share of phase 1 how do we know that the UWSP will allocate funds to cover the costs in future years? Herda-Rapp-We will have to find the funds for the cameras. Phase 2 will not be covered by the UW system, it will be built into the UWSP-Wausau annual budget. Where would the County portion of the \$27,720 come from? There is no funding source identified at this time for the project. Stark- There is an issue with public safety and I would rather have Finance find the funds rather than have a potential liability.

Motion by Leahy and seconded by Stark to fund the project under Phase 1 at \$27,720.

An amendment from Stark and seconded by Leahy to fund the UWSP-Wausau camera project from the contingency fund, Leahy-aye, Fischer-aye, Stark-aye, Gibbs-no, Xiong-aye, McEwen-no, Robinson-aye vote 5 ayes, 2 nays

Vote on the original motion as amended Roll Call Vote-Leahy-aye, Fischer-aye, Stark-aye, Gibbs-no, Xiong-aye, Robinson-no, McEwen-no, vote passes 4 ayes, 3 no

6. Operational Functions required by Statute, Ordinance, or Resolution:

A. Discussion and Possible Action by Committee to Forward to the County Board for its consideration

1. Easement to the City of Wausau – 400 Thomas Street-This item was discussed earlier in the meeting
2. Expand current .50 PT Custodian to .725 FTE PT Custodian in Sheriff's Office effective 4/5/2020. This position was been working in the jail and the Employee Resources and County Administration support the position

Motion by Gibbs and seconded by Xiong to approve this position expansion; vote unanimous

3. Interdepartmental Budget Transfers

Motion by Gibbs and seconded by Stark to approve the interdepartmental budget transfers; vote unanimous

B. Discussion and Possible Action by Human Resources and Finance and Property Committee

1. Approve Claims and Questioned Costs – April 2020

Motion to approve Stark and seconded by Fischer to approve the April claims; vote unanimous

2. Determination of 2021 Budget Assumptions-These items will be discussed in detail at the May 26 Educational Meeting-No formal action taken
 - a. Reclassifications and New Positions
 - b. Revenue/Expenditure Assumptions

7. Motion to Go into Closed Session (Roll Call Vote Suggested), pursuant to s. 19.85(1)(e), Wis. Stats., for the Purpose of 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, to Wit: For the purpose of permitting the Committee to discuss its strategy for negotiating the possible purchase of a certain piece of real estate adjacent to the Marathon County Courthouse, located in the City of Wausau, Marathon County, State of Wisconsin.

Motion by Gibbs and seconded by Xiong to go into closed session pursuant to s. 19.85(1)(e), Wis. Stats., for the Purpose of 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, to Wit: For the purpose of permitting the Committee to discuss its strategy for negotiating the possible purchase of a certain piece of real estate adjacent to the Marathon County Courthouse, located in the City of Wausau, Marathon County, State of Wisconsin.

Roll call Leahy-aye, Fischer-aye, Stark-aye, Gibbs-aye, Xiong-aye, McEwen-aye, Robinson-aye

8. Motion to Return to Open Session (No Roll Call Vote Required)

Motion by McEwen and seconded by Xiong to go into open session; vote unanimous

1. Announcements and possible action on matters discussed in closed session-The committee did not



take any action in the closed session

MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

Date & Time of Meeting: **Tuesday, May 12, 2020 3:30 p.m.**

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9. Announcements (Next Meeting Date and Topics)

A. Next Meeting Date – May 26, 2020, 4:00pm

1. Committee roles and responsibilities
2. Strategic Plan
3. Capital Improvement Planning
4. 2021 Budget Assumptions

Gibbs-Request to add an educational opportunity –What if any action will the county take in association with the cost of emergency repairs to the jail?

10. Adjourn by the Chairman Robinson at 6:26 pm



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

Date & Time of Meeting: **Tuesday, May 26, 2020 4:00 pm**

Meeting Location: **Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403**

Members: **John Robinson in person, Chair, Alyson Leahy-WebEx, Vice-Chair, Jonathan Fischer-WebEx, EJ Stark-WebEx, Kurt Gibbs-in person, Yee Leng Xiong-excused, Craig McEwen-WebEx**

Others: On-line Vicki Resch, MCDEVCO, Gerry Klein, Kim Trueblood, Michael Pruener, In person- Kristi Palmer, Scott Corbett, Mary Jo Maly, Frank Matel, Lance Leonhard

1. Call to Order-Chairperson Robinson called the meeting to order at 4 pm
2. Public Comment Portion of the Agenda has been temporarily suspended, pursuant to Marathon County Resolution #R29-20, dates April 21, 2020, because the technology necessary to afford the public the opportunity to address the County Board, its subgroups, during public comment is difficult to guarantee, if a large number of individuals have elected to call in.
3. Approval of the Minutes of the May 12th, 2020 Human Resources, Finance and Property Committee (HRFC) Meeting
Motion by Gibbs and seconded by Jonathan Fischer to approve the May 12 meeting; vote all unanimous
4. Educational Presentations/Outcome Monitoring Reports
 - A. Committee roles and responsibilities – County Administrator discussed the procedures and duties of the committee as provided in County Ordinance. Leonhard-This committee has a major responsibility to approve and forward the annual budget to the County Board. This committee monitors claims, reviews and personnel changes. New duties of the committee is having oversight over the Corporation Counsel's department and review of Risk Management claims.
 - B. Strategic Plan –Vice Chair McEwen discussed the Strategic Plan. This plan was adopted by the County Board in 2018. The HRFC is responsible in part for objectives 7.1, 10.6, and 10.12 and all departments in 12.3. McEwen listed several of the objectives in 7.1 and 10.12 were completed. McEwen encourage the committee members to review the County Administrator's work plan for 2020. Gibbs-You can add the completion of uniform addressing to the list of projects completed for objective 7.1.
 - C. Budget 101 for County Budgets-Palmer discussed the power point in the packet in regards to the annual County Budget.
 - D. Mid-year 2020 budget adjustment
Leonhard discussed the process of asking prompting questions to departments on cost recovery and reductions due to travel and out of county travel and planned vacancies. We also asked departments about program management of 3rd and 4th quartile of the Priority Based Budgeting. The goal is to develop up to \$2.55 Million in budget reductions in 2020.
 - E. 2021 Budget Assumptions
Discussion on the 2021 budget assumption that will go into building the 2021 budget.
 - F. Capital Improvement Planning-Discussed as a portion of the Budget 101 presentation
5. Policy Issues Discussion and Possible Action by Committee to Forward to the County Board -None
6. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Discussion and Possible Action by Committee to Forward to the County Board for its consideration-None
 - B. Discussion and Possible Action by Human Resources and Finance and Property Committee
 1. Authorize First Amendment to Revolving Loan Fund Administrative Services Agreement for MCDEVCO to Allocate \$250,000 in funding for Emergency COVID19 Related Loans from Foundation Funding
Leonhard explained how the county and a local foundation pledged \$1million each for loans for local business. The foundation would like to pledge \$250,000 of the \$1M for COVID19 emergency loan funds (not County funds). These loans will be for small business, the loans will be up to \$20,000 per business and specific for COVID 19 related costs such as protective personal equipment (PPE), rehiring employees and past due payables for inventory etc. This allows for the inventory to catch up with cash flow. These loans are at 3% and one year no payment.
Motion by Gibbs and seconded Stark to allow MCDEVCO to use \$250,000 of the \$1M from the Foundation pledge and allow the County Administration to sign the agreement; vote unanimous.



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

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7. Motion by to Go into Closed Session (Roll Call Vote Suggested), pursuant to s. 19.85(1)(g), Wis. Stats., for the Purpose of Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
Motion by Gibbs and seconded by Stark to Go into Closed Session (Roll Call Vote Suggested), pursuant to s. 19.85(1)(g), Wis. Stats., for the Purpose of Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved
Roll call vote-Leahy-aye, McEwen-Aye, Stark-aye, Fischer-aye, Gibbs-aye, Robinson-aye, Xiong-excused
8. Motion by Gibbs and seconded by Stark to Return to Open Session (No Roll Call Vote Required), vote unanimous
 1. Announcements and possible action on matters discussed in closed session-no action taken in closed session
9. Announcements (Next Meeting Date and Topics)Next Meeting Date – June 9, 2020, 3:30pm
10. Adjourn by consent at 6:20 pm



MARATHON COUNTY MEMORANDUM

TO: Human Resources/Finance and Property Committee
 FROM: Marathon County Finance Department
 DATE: June 5, 2020
 RE: **SALES TAX**

The following is a schedule of the sales tax for Marathon County
 Audit Year Recorded by County

Annual Budget Amount	\$ 13,479,000	\$ 13,000,000	\$ 11,900,000	\$ 11,550,000	Dollar Amount change increase/(decrease)			
Month Received By the County	2020 Amount	2019 Amount	2018 Amount	2017 Amount	2020-2019	2019-2018	2018-2017	2017-2016
January	\$ 1,457,354	\$ 1,142,431.09	\$ 800,452.34	\$ 835,021.56	\$ 314,922.92	\$ 341,978.75	\$ (34,569.22)	\$ (236,746.70)
February	1,130,210	1,256,386.48	1,260,468.63	1,081,664.27	\$ (126,176.56)	\$ (4,082.15)	\$ 178,804.36	193,870.22
March	943,901	908,398.75	838,351.81	948,519.00	\$ 35,502.66	\$ 70,046.94	\$ (110,167.19)	97,313.38
April*	1,043,521	749,483.89	715,833.19	791,673.18	\$ 294,037.46	\$ 33,650.70	\$ (75,839.99)	(149,463.44)
May	939,203	1,142,062.73	1,158,593.07	992,137.81	\$ (202,859.52)	\$ (16,530.34)	\$ 166,455.26	181,585.11
June	-	967,132.29	1,125,150.76	1,067,313.37		\$ (158,018.47)	\$ 57,837.39	(53,215.96)
July	-	1,222,717.04	1,000,229.05	970,452.53		\$ 222,487.99	\$ 29,776.52	(77,272.05)
August	-	1,338,918.99	1,382,561.53	1,137,407.08		\$ (43,642.54)	\$ 245,154.45	127,845.64
September	-	922,822	925,330	1,099,652.84		\$ (2,508.10)	\$ (174,322.80)	45,508.37
October	-	1,303,819	1,144,810	1,003,673.24		\$ 159,009.27	\$ 141,136.56	(61,934.20)
November	-	1,267,223	1,297,956	1,157,596.57		\$ (30,733.11)	\$ 140,359.76	154,552.10
December	-	943,536.53	972,839.64	1,072,655.43		\$ (29,303.11)	\$ (99,815.79)	(86,943.79)
Year to Date	5,514,189.90	13,164,932.02	12,622,576.19	12,157,766.88	315,426.96	542,355.83	464,809.31	135,098.68
Annual % incr(decr)	6.1%	4.3%	3.8%	1.1%				

*April 2016 had an adjustment of (244,043.96)



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June 5, 2020

Capital market highlights: Strong data keeps the glass half-full

Summary highlights:

- Today's economic data added to positive momentum in the U.S. and global economy's improvement
- Asset prices, which have moved swiftly in recent weeks, continue their ascendancy
- While we remain positive and optimistic about the investment landscape, we encourage clients to stay centered on their financial plan

The current capital market environment remains news-heavy, and today investors are digesting encouraging employment statistics out of the U.S. At 8:30 am Eastern Time, the Bureau of Labor Statistics announced that payrolls increased by 2.5 million in May, following declines of over 20.7 million jobs in April. Further, economists expected payrolls to decline by 7.5 million, so the results caught market participants by surprise. In fact, today marked the largest economist forecast projection miss on this monthly data set in 27 years, according to Bloomberg data. Global stocks and traditionally riskier asset classes rose sharply, and bonds moved modestly lower.

We are encouraged by today's news not just for economic considerations but most importantly for those adversely impacted by recent events. Applauding a 13.3 percent unemployment rate may seem unusual given long-term employment trends where domestic unemployment spikes above 8 percent have only occurred in one other period in the last 35 years. However, the COVID-19 environment has resulted in many unusual phenomena. Some will argue this data is volatile and historically subject to revision (both true statements), but we note that our neighbors to the north, Canada, exhibited a similar phenomenon; following two straight months of record losses, the Canadian economy added just under 300,000 jobs as well in May. Taken in concert with other country and regional data indicating that economic activity is picking up following reopening, today's employment report is a positive development.

Within the jobs report itself, we note the following points:

- Rehiring is occurring in the hardest-hit segments; the report noted significant job increases in retail, food service and hospitality employment from subdued levels
- Healthcare trends remain strong
- Average weekly hours worked jumped to the highest on record, which can precede new hiring as companies first stretch their current workforce before ultimately adding more personnel

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Muddle-through economy remains as the recovery continues, although risks remain

Contextualizing today's news within the global economic and policy mosaic, market optimism appears justified. While maintaining an apolitical view on policy and recognizing implementation challenges, U.S. Federal Reserve actions improved financial marketing functioning, the CARES Act and follow on legislation provided liquidity opportunities for companies and individuals, and recent actions by the European Central Bank and the German government reflect policies that in the short term will help bridge economies from the immediate post-pandemic horizon to a future one. Companies have access to capital and are hiring, consumers are transitioning to more normal life activities, and the medical concept of gradual improvement and repair over time, homeostasis, continues.

Risks certainly remain. First, virus resurgence is a significant unknown; while coronavirus-related scientific understanding and medical advancements continue, we do not have a definitive cure or widely available vaccine. As social distancing measures relax, the virus' path could change, resulting in a resurgence in case growth. Second, while most global equity markets are below where they started this year, recent performance has been extremely positive, almost torrid. Markets are forward-discounting mechanisms, meaning prices today extrapolate what the market deems to be the most likely future path. While the mosaic described earlier suggests a more positive future, the risks of ebbs and flows with companies, consumers, and the eventual stimulus withdrawals could make today's excitement overdone. With those risks in mind, we continue to lean towards a glass half-full outlook.

Stay focused on your plan

So what does this mean to you as a client? As we have stated throughout our conversations and communications, the most powerful thing you can have is a financial plan and an active dialogue with your wealth professional. Working with your U.S. Bank team, determining the right asset mix and plan for your unique situation remains job number one. Whether we are at all-time high levels in many stock measures in late February or at multi-year lows like we were just five weeks later, investors who center on a well-defined financial plan can weather volatility and work in concert with their lifestyle. As we have said often, living and investing within your means is critical, and today's data does not alter the need for a plan or the need to remain within your means.

Within our optimistic outlook, we expect to see continued volatility in parts of the market that may have extrapolated a too buoyant future relative to our analysis. Seeing how the economic restart plays out for consumers, businesses, and local governments will be key, and we will retain a global vantagepoint as we evaluate this dynamic landscape.

We will keep you posted on any changes to our views that could affect your specific portfolio. As always, thank you for your trust and do not hesitate if we can help in any way.

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Based on our strategic approach to creating diversified portfolios, guidelines are in place concerning the construction of portfolios and how investments should be allocated to specific asset classes based on client goals, objectives and tolerance for risk. Not all recommended asset classes will be suitable for every portfolio. Diversification and asset allocation do not guarantee returns or protect against losses.

Past performance is no guarantee of future results. All performance data, while obtained from sources deemed to be reliable, are not guaranteed for accuracy. Indexes shown are unmanaged and are not available for direct investment. The S&P 500 Index consists of 500 widely traded stocks that are considered to represent the performance of the U.S. stock market in general. The Russell 2000 Index measures the performance of the 2,000 smallest companies in the Russell 3000 Index and is representative of the U.S. small capitalization securities market. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe and is a subset of the Russell 1000 Index. It includes approximately 800 of the smallest securities based on a combination of their market cap and current index membership. The MSCI EAFE Index includes approximately 1,000 companies representing the stock markets of 21 countries in Europe, Australasia and the Far East (EAFE). The MSCI Emerging Markets Index is designed to measure equity market performance in global emerging markets. The Nikkei 225 Stock Average is a price-weighted index comprised of Japan's top 225 blue-chip companies on the Tokyo stock exchange. The Euro STOXX 50 Index is a market capitalization-weighted stock index of 50 large, blue-chip European companies operating within eurozone nations.

Equity securities are subject to stock market fluctuations that occur in response to economic and business developments. International investing involves special risks, including foreign taxation, currency risks, risks associated with possible differences in financial standards and other risks associated with future political and economic developments. Investing in emerging markets may involve greater risks than investing in more developed countries. In addition, concentration of investments in a single region may result in greater volatility. Investing in fixed income securities are subject to various risks, including changes in interest rates, credit quality, market valuations, liquidity, prepayments, early redemption, corporate events, tax ramifications and other factors. Investment in debt securities typically decrease in value when interest rates rise. This risk is usually greater for longer-term debt securities. Investments in lower-rated and non-rated securities present a greater risk of loss to principal and interest than higher-rated securities. Investments in high yield bonds offer the potential for high current income and attractive total return, but involve certain risks. Changes in economic conditions or other circumstances may adversely affect a bond issuer's ability to make principal and interest payments. The municipal bond market is volatile and can be significantly affected by adverse tax, legislative or political changes and the financial condition of the issues of municipal securities. Interest rate increases can cause the price of a bond to decrease. Income on municipal bonds is free from federal taxes, but may be subject to the federal alternative minimum tax (AMT), state and local taxes. There are special risks associated with investments in real assets such as commodities and real estate securities. For commodities, risks may include market price fluctuations, regulatory changes, interest rate changes, credit risk, economic changes and the impact of adverse political or financial factors. Investments in real estate securities can be subject to fluctuations in the value of the underlying properties, the effect of economic conditions on real estate values, changes in interest rates and risks related to renting properties (such as rental defaults).

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MARATHON COUNTY LIBRARY ROOF REPLACEMENT 6-2-20

	PROJECT	PROJECT NUMBER	ACTUAL COST	BUDGET	LEFT OVER
2018	Social Services Lobby	18SS-01C	\$276,208.06	\$382,500.00	\$106,291.94
	210 River Drive HVAC Replacement	18BM-04C	\$339,138.97	\$512,000.00	\$172,861.03
	212 River Drive HVAC Replacement	18BM-05C	\$775,252.68	\$776,000.00	\$747.32
	212 River Drive Roof Replacement	18BM-07C	\$78,126.63	\$93,000.00	\$14,873.37
	Courthouse Elevator	18BM-02C	\$182,082.11	\$250,000.00	\$67,917.89
	Social Services Elevator	18BM-03C	\$87,380.88	\$250,000.00	\$162,619.12
	MVCC Window Replacement	18NC-01C	\$428,889.14	\$480,000.00	\$51,110.86
	UWMC Chiller Replacement	18UM-04C	\$76,615.19	\$79,000.00	\$2,384.81
	UWMC South Hall Chiller	18UM-01C	\$449,525.50	\$546,000.00	\$96,474.50
	Parking Lot B and Fire Lane Repave	18UM-02C	\$182,794.87	\$194,000.00	\$11,205.13
	Heat Pump Replacement	18UM-05C	\$84,542.90	\$118,000.00	\$33,457.10
	Marathon Park Exhibition Building Wings Roof Replacement	18PO-01C	\$8,400.00	\$10,820.00	\$2,420.00
	Continuation of Park Restroom Replacement	18PO-03C	\$92,985.36	\$99,576.00	\$6,590.64
TOTAL LEFT OVER FOR 2018 PROJECTS CLOSED OUT					\$728,953.71
2019	SIU New Offices	19SH-02C	\$233,961.14	\$328,000.00	\$94,038.86
	Emergency Mgt/Hearing Room	19BM-01C	\$53,309.73	\$181,000.00	\$127,690.27
	UWSP Fieldhouse Bleacher Replacement	19UM-01C	\$65,571.18	\$67,100.00	\$1,528.82
	CH/Jail Boiler Replacement	19BM-02C	\$174,854.70	\$175,000.00	\$145.30
	FCM Rolling Stock	19BM-01R	\$30,254.80	\$51,395.00	\$21,140.20
	NCHC Rolling Stock	19NC-01R	\$193,750.00	\$197,000.00	\$3,250.00
TOTAL LEFT OVER FOR 2019 PROJECTS CLOSED OUT					\$247,793.45
2018 - 2019 COMBINED LEFT OVER					\$976,747.16

MARATHON COUNTY LIBRARY REPAIR COST₆₋₂₋₂₀

JOB/CONTRACTOR CATEGORY	ACTUAL COST
Dimension IV Architect Services	\$149,510.00
Permits/Testing/Misc - Completed	\$6,000.00
Kolbe and Kolbe Windows for (3) Floors	\$115,297.50
SD Ellenbecker Base Bid/Contractor	\$1,230,000.00
Contingency	\$100,000.00
TOTAL FOR BASE BID WORK	\$1,600,807.50
Alternate 1 - Masonry Crack Repair	\$39,600.00
Alternate 2 - Masonry Caulking	\$63,000.00
Alternate 3 - Masonry Water Repellant	\$80,000.00
TOTAL FOR ALL ALTERNATES	\$182,600.00
GRAND TOTAL FOR ALL WORK WITH ALTERNATES AND CONTINGENCY	\$1,783,407.50
Library Will Fund	-\$400,000.00
Left Over 2018 CIP Project Money	-\$976,747.16
TOTAL NEEDED TO COMPLETE PROJECT	\$406,660.34
CIP INTEREST INCOME	-\$150,000.00
Contingency Fund	-\$256,660.34

\$0.00

B. STRUCTURAL AND MECHANICAL

- | | | YES | NO | N/A |
|------|---|--------------------------|-------------------------------------|-------------------------------------|
| B1. | Are you aware of defects in the roof?
Roof defects may include items such as leakage or significant problems with gutters or eaves. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. | Are you aware of defects in the electrical system?
Electrical defects may include items such as electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. | Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)?
Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler 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)?
Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. | Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property?
Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B6. | Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws?
NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. | Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?
Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B8. | Are you aware of defects in any structure on the property?
Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B9. | Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?
Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B10. | Are you aware of rented items located on the property such as a water softener or other water conditioner system or other items affixed to or closely associated with the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B11. | Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B12. | Explanation of "yes" responses _____ | | | |
| | _____ | | | |
| | _____ | | | |
| | _____ | | | |

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, or other potentially hazardous or toxic substances on the property?
NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| 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. Explanation of "yes" responses _____ | | | |

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?
Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of a joint well serving the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D3. Are you aware of a defect related to a joint well serving the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D4. Are you aware that a septic system or other private sanitary disposal system serves the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D5. Are you aware of 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?
Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D6. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?
Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D8. Are you aware of an "LP" tank on the property? (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"/> |
| D9. Are you aware of defects in an "LP" tank on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D10. 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"/> |

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| 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 the property being part of or subject to a subdivision homeowners' association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of any zoning code violations with respect to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F5. Are you aware of nonconforming uses of the property?
A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Are you aware of conservation easements on the property?
A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F7. Are you aware of restrictive covenants or deed restrictions on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. 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"/> |
| F9. 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, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486. | | | |
| 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"/> |
| F11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information.

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|-------------------------------------|
| F12. 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"/> |
| F13. 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"/> |
| F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F15. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F16. 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"/> |
| F17. 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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| F18. Are you aware of one or more burial sites 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"/> |
| F19. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

G. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G2. 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"/> |
| G3. 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"/> |
| G4. Are you aware of other defects affecting the property?
Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G5. The owner has owned the property for <u>15</u> years. | | | |
| G6. The owner has lived in the property for <u>N/A</u> years. | | | |
| G7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

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.

Owner Shane J. Van Winkle Date 6/8/20
 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 _____
 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.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 06/05/2020 and signed by Buyer Marathon County
2 for purchase of real estate at 530 Jackson Street, Wausau, WI 54403
3 _____ is rejected and the following Counter-Offer is hereby made.
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**
6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____
7 1. Line 492 of the Offer should read Stack Van LLC, not Van Stack LLC;
8 2. Line 110 of the Offer, should read "Lessee" not Seller.
9 3. Addendum B Para E and E. 4, should read "Lessee" not Seller.
10 4. Knight Barry/Vicky Davis shall be used for the closing.

28 The attached _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before _____
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

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

36 This Counter-Offer was drafted by _____ on _____
37 _____ Licensee and Firm ▲ _____ Date ▲

38 (x) _____ Date ▲ 6/8/20
39 Signature of Party Making Counter-Offer ▲ _____ Signature of Party Accepting Counter-Offer ▲ _____
40 Print name ▶ Gregory J. Stacker Member Print name ▶ Lance Leander

41 (x) _____ Date ▲ _____
42 Signature of Party Making Counter-Offer ▲ _____ Signature of Party Accepting Counter-Offer ▲ _____
43 Print name ▶ _____ Print name ▶ _____

44 This Counter-Offer was presented by _____ on _____
45 _____ Licensee and Firm ▲ _____ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 5, 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, Marathon

4 See Addendum A _____, offers to purchase the Property known as [Street Address] 530 Jackson Street
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: Seven Hundred Thirty-Five Thousand
9 _____ Dollars (\$735,000.00).

10 ■ EARNEST MONEY of \$ 0.00 accompanies this Offer and earnest money of \$ 0.00 will be
11 mailed, or commercially or personally delivered within _____ 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:
16 parking lot
17 _____

18 All personal property included in purchase price will be transferred by bill of sale or N/A
19 _____

20 ■ NOT INCLUDED IN PURCHASE PRICE: All personal property located on the premises shall be retained by Seller
21 _____
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 July 1, 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): Lance Leonhard
39 Buyer's recipient for delivery (optional): Shane Vander Waal

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: 530 Jackson Street, Wausau, WI 54403
48 Delivery address for Buyer: 500 Forest Street, Wausau, WI 54403

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): _____

54 E-Mail address for Buyer (optional): lance.leonhard@co.marathon.wi.us

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 _____
59 and Real Estate Condition Report, ~~if applicable, dated _____, 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 Real Estate Condition Report will be received no later than July 15, 2020.

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 September 1, 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 Property taxes are addressed in Lease Back Agreement Addendum C

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 this 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: N/A

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** _____

110 See Addendum B. It is anticipated that Seller will continue to occupy premises pursuant to terms of a lease agreement for the described herein and format at which is attached as
111 Addendum C.

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 _____ 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 _____

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 _____ 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, welland 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)

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

227
228 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. 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 _____%. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
241 interest rate during the mortgage term shall not exceed _____%. 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 _____ 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 See Addendum B Attached.

279 _____
280 _____
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")(see lines 379-395)
 289 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
 290 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
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (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
 293 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
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 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 "Flxture" 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.

318 **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 the 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 15 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 30 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 5 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 Bu yer'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 sole 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 Addendum A, Addendum B and Addendum C _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Scott M. Corbett, SBN 1010635

481 Marathon County Corporation Counsel on June 5, 2020

482 Buyer Entity Name (if any): Marathon County

483 (x)  Lance Leonhard County Administrator 6/5/2020
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

485 (x) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► 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): Van Stack LLC

493 (x) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

495 (x) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____

498 _____ on _____ at _____ a.m./p.m.

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

ADDENDUM A PROPERTY DESCRIPTION

Address: 530 Jackson Street, Wausau, Wisconsin

Legal Description: LOTS 7 & 8 BLK 3 STEARD MANSON & HINTONS ADD

Tax Pin: 291-2907-362-0182

ADDENDUM B TO PURCHASE AGREEMENT

- A. No earnest money accompanies this offer.
- B. Sellers understand and agree that this is an arms-length transaction. This offer is not made in lieu of a jurisdictional offer under Wisconsin Condemnation law.
- C. Sellers agree to pay:
 - 1. 2020 property taxes, pursuant to terms of Lease-back Agreement.
See Addendum C
 - 2. Wisconsin Real Estate transfer tax due at closing (estimated, based on purchase price of \$735,000 x .003 = \$2205).
 - 3. Title insurance provided by company selected by Buyer
- D. Buyer agrees to pay cost of:
 - 1. Services of Marathon County Corporation Counsel for: Offer to Purchase
 - 2. Deed preparation, closing document preparation, additional closing costs.
 - 3. Recording fees
- E. This offer is contingent upon execution of a Lease-back Agreement with Sellers under the following terms:
 - 1. Initial term of lease is three years with 90-day termination clause
 - 2. Base Rent is \$4500/month.
 - 3. Rent shall increase at a rate of 3% annually beginning on the first year anniversary of the lease
 - 4. Sellers must maintain liability insurance for all property and renter's insurance covering contents of all improvements to property.
 - 5. See also Addendum C

F. Conditions of property.

1. Buyer accepts all property as currently zoned. If changes are necessary to accommodate Buyer's intended use of the property, the Buyer accepts responsibility to make necessary changes.
2. Buyer agrees to accept property "As Is," as represented in Real Estate Condition Report, subject to Buyer's objection to any defect disclosed by Seller and Seller's opportunity to cure.
3. Property is currently under Lease. Seller represents that Lease shall terminate before of at the time of closing.

G. Sellers are solely responsible for calculating the tax consequences of this purchase agreement

H. This Offer to Purchase is contingent on approval of the Board of Supervisors for Marathon County by specific resolution.

I. Gratuities and kickbacks.

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

J. Closing shall occur at the offices of the Title Company selected by Buyer.

K. Buyer is specifically authorized to conduct Environmental Testing with respect to property subject to this offer (see lines 379-395 Offer to Purchase) for the purposes of conducting an Environmental Screen, Phase I and Phase II Environmental Site Assessments in order to comply with Marathon County Gen. §3.23, authorizing purchase by Marathon County. Buyer's agents shall be permitted access to all property subject to this offer, but only during regular business hours and only upon reasonable advance notice to Sellers. Any costs for such testing, inspection or assessment shall be paid by Buyer.

**ADDENDUM C
LEASE**

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Lease made as of the 1st day of June, 2020, by and between:

**MARATHON COUNTY
a Wisconsin Municipal Corporation
500 Forest Street
Wausau, Wisconsin 54403**

hereinafter referred to as "Landlord",

and

**DIETRICH VANDERWAAL, S.C.
a Service Corporation
530 Jackson Street
Wausau, Wisconsin 54403**

hereinafter referred to as "Tenant",

For good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged together with the mutual covenants and agreements contained herein, the parties to this commercial lease hereby agree as follows:

1. LEASEHOLD DESCRIPTION. The Landlord, subject to the terms and conditions hereof, leases to Tenant for the period specified in Paragraph 2 hereof, the property hereinafter referred to as the "Premises", described as the parcels of real estate comprising 530 Jackson Street, in the City of Wausau, Marathon County, Wisconsin.

2. TERM. A. The term shall be for a period of three (3) years commencing June 1, 2020 and ending May 31, 2023.

B. Landlord may terminate this Lease prior to the expiration of the Term of this Lease upon ninety (90) days written notice to Tenant. Tenant may terminate this

Lease prior to the expiration of the Term of this Lease upon ninety (90) days written notice to Landlord and upon the incapacity or death of one of the principals of the Tenant or upon the sale, merger, or dissolution of Tenant.

3. BASE RENT. Tenant agrees to pay Landlord an annual Base Rent of Fifty-four Thousand and no/100 Dollars (\$54,000.00), payable in equal monthly installments in advance ~~on the fifteenth day of~~ each month in the sum of Four Thousand Five Hundred and no/100 Dollars (\$4,500.00), without any deduction, setoff or counterclaim whatever, except that rent due for part of a month shall be prorated. The first payment is to be made on the commencement of the term of the Lease and subsequent monthly installments are to be paid on the first day of each successive calendar month thereafter during the term of the Lease. All rent shall be paid to Landlord at the address to which notices to Landlord are given. Rent shall automatically escalate by 3% annually, effective on the yearly anniversary of the commencement of this Lease as follows:

Year 1 June 1, 2020 – May 31, 2021: \$4500/Month

Year 2 June 1, 2021 – May 31, 2022: \$4625/Month

Year 3 June 1, 2022 – May 31, 2023: \$4774/Month

4. USE. The Premises shall be used for a law office. If the Tenant should deem that a different use of the Premises is desirable, Tenant shall not have the right to make such other use without the prior written approval of the Landlord.

Commented [SC1]: This appears to conflict with first day of the month payment highlighted below

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Landlord agrees not to withhold such approval unreasonably.

5. CONDITION. The Tenant accepts the Premises "as is". No representation, statement or warranty, express or implied, has been made by or on behalf of the Landlord as to the condition or suitability of the Premises for the intended use.

6. SIGNS. The Tenant shall have the right to use any part of the Premises for advertising purposes relating to the use of the Premises and to install and display advertising signs, lights or lettering thereon to the extent they are in compliance with all applicable legal requirements. Tenant shall remove the same upon termination of this Lease and restore and repair any damage caused by the installation, use or removal of said signs. The Tenant shall have no right to use the Premises for commercial advertising unrelated to the actual use of the Premises.

7. OBLIGATIONS OF LANDLORD. The Landlord shall have no obligations under this Lease. Notwithstanding the foregoing, Landlord reserves the right to enter the Premises at reasonable times to inspect the same. Landlord does not warrant that any of the services referred to above or any other services which Landlord may supply will be free from interruption, Tenant acknowledging that any one or more of such services may be suspended by reason of accident or repairs, alterations or improvements necessary to be made or by reason of causes beyond the reasonable control of Landlord. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages by abatement of

rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

8. OBLIGATIONS OF TENANT. Tenant agrees to:

A. Maintain and keep the Premises, equipment, appliances and fixtures therein in good order, condition and repair, reasonable wear and tear excepted.

B. Make all necessary repairs and replacements to the interior and exterior of any buildings situated on the Premises, structural or non-structural, and to the plumbing, electrical, heating, ventilation and air conditioning systems situated therein and to the parking lot, sidewalk, landscaping adjoining the building and constituting part of the premises and to make any and all repairs for which the Landlord has not agreed to make herein.

C. Pay for any and all utilities used in the Premises, including any water, electricity, gas or other fuels used by Tenant, and all garbage, trash removal and janitorial services.

D. Commit no waste on the Premises.

E. Give Landlord, its agents and employees, mortgagees and other person or persons authorized by Landlord, access to the Premises at all reasonable times, without charge or diminution of rent to enable them to examine the same and to make such repairs, additions and alterations as Landlord may deem advisable. Except as expressly

provided otherwise in this Lease, there shall be no allowance to Tenant for diminution of rent and no liability on the part of Landlord by reason of inconvenience, annoyance, or injury to the business arising from the making of any repairs, alterations, additions or improvements in or to any portion of the building or the Premises, or in and to the fixtures, appurtenances and equipment thereof.

F. Upon the termination of this Lease in any manner whatsoever, remove Tenant's goods and effects and those of any other persons claiming under Tenant, and quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are now or hereafter may be improved by Landlord or Tenant, reasonable use and wear thereof and repairs which are Landlord's obligations excepted.

G. Not make any alteration of or addition to the Premises without the written approval of Landlord.

H. At its own expense, cause to be discharged, within ten (10) days of the filing thereof, any construction lien or mechanic's lien filed against the Premises or the building for work claimed to have been done for, or materials claimed to have been furnished to Tenant; provided, however, that in the event of a good faith dispute by Tenant as to the validity of such lien, Tenant shall have the right, in lieu of discharging said lien, to furnish Landlord within such ten (10) day period, with a bond

satisfactory to Landlord, indemnifying Landlord against loss by reason of any such lien.

I. Comply with all laws, orders, ordinances, and regulations of federal, state, county and municipal authorities and with any direction made pursuant to law of any public officer or officers which shall, with respect to the use of the Premises or to any abatement of nuisance, impose any duty upon Landlord or Tenant arising from Tenant's use of the Premises or from conditions which have been created by or at the instance of Tenant or by reason of a breach of any of Tenant's covenants or agreements hereunder.

J. Observe such rules and regulations as from time to time may be put into effect by Landlord for the general safety, comfort and convenience of Landlord, occupants and tenants of the building. Any failure by Landlord to enforce any rules and regulations against Tenant or against any other tenant in the building shall not constitute a waiver thereof.

9. ALTERATIONS AND IMPROVEMENTS. Tenant may not make alterations and improvements to the Premises without first obtaining Landlord's written permission. The Landlord agrees not to withhold unreasonably such permission.

If required by Landlord in writing at the expiration of the term of this Lease the Tenant shall remove, at its own expense and without material damage to the Premises, all alterations and improvements installed by the Tenant on the Premises

and restore the Premises to their former condition, allowing for ordinary wear and tear and damage by fire and other casualty not caused by the negligence of the Tenant. If the Tenant prefers and the Landlord consents in writing, the Tenant may leave said items on the Premises, in which event they shall become the property of the Landlord.

Before any work is commenced, Tenant shall furnish Landlord with proof of Worker's Compensation and Public Liability Insurance coverage and shall comply with all applicable laws, ordinances, regulations and orders and shall procure such necessary permits, approvals and certificates in connection therewith as may be required by any governmental agency having jurisdiction thereof so that the same shall be made in accordance with all legal requirements.

Tenant shall prevent any lien or obligation from being imposed upon the Premises and will discharge all liens or charges for services rendered or material furnished immediately after said liens occur or said changes become due and payable. If there is any dispute concerning any construction lien, the Tenant need not discharge said lien if he deposits with the Landlord such security or performance bond as may be reasonably requested by the Landlord for any losses, costs or expenses that may result from said dispute, or obtains a release of the lien from the Premises pursuant to applicable law.

10. SNOW AND ICE REMOVAL. The Tenant shall provide at its own cost for the removal of snow and ice accumulations from the parking areas, driveways, walkways and abutting public sidewalks together with any excess load accumulations from all roofs of structures situated on the Premises.

11. TAXES. Tenant shall pay before delinquent all real and personal property taxes, assessments and charges for the term of this Lease levied on the Premises and any personal property situated thereon whether the levy is made before or after the termination of the Lease term. Tenant shall permit no lien to attach to the Premises as a result of taxes, assessments and charges payable by it.

12. REPAIRS AND MAINTENANCE. Tenant accepts the Premises "as is". Tenant shall, at its sole cost and expense, make all repairs in and to the Premises, interior and exterior, ordinary and extraordinary, structural and otherwise, and shall at the end or other expiration of the term of this Lease, deliver up the Premises to Landlord in as good order and condition as at the commencement of the term of this Lease, damage by fire or other extraordinary casualty and ordinary wear and tear excepted. Tenant will keep the Premises reasonably free from debris, will provide for snow removal and janitorial service and will observe all ordinances, statutes, rules, orders and regulations of all applicable governmental authorities which in any way may affect said Premises. Landlord may enter upon the Premises at reasonable times to determine if Tenant is complying with these provisions. Should Tenant fail to rectify any deficiencies in the maintenance and repairs of said Premises within thirty (30) days after written notice has been given, Landlord may cause such deficiencies to be rectified and add the cost thereof to the following month's rent. Said amount, however, shall not exceed a reasonable value of the services rendered to rectify said deficiencies.

13. INSURANCE. Tenant shall, at its sole cost and expense and for the mutual benefit of the Landlord and Tenant, by having the Landlord named as an additional insured, carry and maintain the following types of insurance:

A. Fire and Broad Form Extended Coverage with vandalism and malicious mischief endorsements to the extent of the "full insurable value" of the Premises including improvements thereon which value shall be determined as of the yearly anniversary of the commencement of this Lease. The term "full insurable value" shall mean the actual replacement cost, exclusive of excavation and foundations and footings below the basement floor level, without any deduction for physical depreciation.

B. Comprehensive Public Liability Insurance, including property damage insuring Landlord and Tenant against liability for injury to person or property occurring in or about the Premises or arising out of its ownership, maintenance, use or occupancy thereof. The limits of liability under said policy shall not be less than \$1,000,000.00 for combined single limit.

C. Umbrella Liability Insurance Coverage having policy limits of at least \$3,000,000.00.

~~D. Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or any one claiming through or under them by way of subrogation or otherwise from any loss or damage to the property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty is caused by the other party or one for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect~~

~~to loss or damage occurring during such time as the release or its policy shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Tenant agrees that it will request its insurance carrier to include in its policies such a clause or endorsement and agrees to provide the Landlord with a copy of said policy and endorsement.~~

Commented [SC2]: Marathon County's Property Insurer will not permit County to agree to waiver of subrogation. This is especially true because of the proximity of the premises to the Courthouse

PROOF OF INSURANCE: Tenant shall furnish the Landlord with Certificates of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer(s) indicating that Tenant meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies, except upon 30 days prior written notice. The Certificates of Insurance shall be delivered to Landlord for approval prior to the execution of this Lease. Upon renewal of the required insurance, Landlord shall receive new Certificates of Insurance. ~~Tenant agrees to furnish Landlord with Certificates of Insurance showing all coverages required in this Paragraph.~~

14. LAWS, REGULATIONS AND TENANT'S GENERAL OBLIGATIONS. Tenant shall comply with all laws, orders, ordinances and regulations of all governmental authorities having jurisdiction over the Premises and also with any direction made pursuant to law by any public officer or officers with respect to the use of the Premises or to the abatement of a nuisance or the imposition of any duty upon Landlord or Tenant arising from Tenant's use of the Premises or from conditions which may have been created by or at the instance of Tenant or by

reason of a breach of any of Tenant's covenants or agreements under this Lease.

Tenant shall not cause or permit any hazardous substance to be stored, used, generated or disposed of on, in or from the Premises by it, its agents, employees, contractors or invitees. If any hazardous substances are stored, used, generated or disposed of, on, in or from the Premises as a result of the Tenant's use of the Premises, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, including, but not limited to, the decreased value of the Premises and any and all sums paid for the settlement of claims, attorneys fees, consultant and expert fees, arising during or after the Lease term as a result of the environmental contamination of the Premises or any adjoining property contaminated as a result of activities on the Premises by the Tenant. Hazardous substances include petroleum products, asbestos or asbestos containing materials and any hazardous waste or substance classified as being hazardous under the laws of the State of Wisconsin or any other governmental authority having jurisdiction in the matter.

15. DEFENSE AND INDEMNIFICATION. Tenant agrees to defend, hold harmless and indemnify Landlord from all claims and demands that may be made against Landlord arising out of and in connection with the Tenant's use or occupancy of the Premises. Tenant further agrees to save, hold harmless and indemnify Landlord from and against all damages, losses, costs, reasonable attorney's fees, charges and expenses which Landlord may sustain, incur or be liable for in connection with any such claims or demands arising out of and in connection with the Tenant's use or occupancy

of the Premises.

Landlord (Marathon County) does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Formatted: Indent: First line: 0"

16. DAMAGE. If the Premises should be partially or totally destroyed by fire or other casualty, whether or not insured under an insurance policy, so as to become partially or totally untenable, this Lease shall, at the option of the Landlord, be terminated. If the Premises should be partially destroyed by fire or other casualty, whether or not insured by an insurance policy, but not to the extent that they become untenable, the Landlord shall have the option of either restoring the Premises to their prior condition, in which event there shall be no diminution or abatement of rent or, if the Landlord elects not to restore the Premises to their prior condition, the Lease shall continue, but there shall be an equitable abatement of rent.

17. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease or sublease the Premises or any part thereof without the written consent of the Landlord. Landlord agrees not unreasonably to withhold such consent. Any assignment or subletting shall not in any way release Tenant from its liability for the payment of the rental as herein provided or for the performance of any of the other covenants and conditions of this Lease.

18. TENANT HOLDING OVER. In the event the Tenant shall hold over after the expiration of the term demised for a sufficient period of time to create a renewal of the Lease Agreement by operation of law, such tenancy shall be construed to be a tenancy from calendar month to calendar month and for no longer term, automatic

escalation of annual rent shall continue at a new rate of 5%.

19. SURRENDER OF PREMISES. Landlord and Tenant agree that at the termination of the within Lease or any extension thereof that may be negotiated that Tenant shall have the option of either removing the fixtures and improvements erected thereon and surrendering said Premises to Landlord in the same condition as the same were at the commencement of this Lease, reasonable wear and tear and damage by the elements alone excepted, or surrendering the Premises to the Landlord in as good a condition and repair as the Premises were upon the commencement of the lease term, reasonable wear and tear and damage by the elements alone excepted.

20. ESTOPPEL STATEMENTS. Tenant agrees, at any time, and from time to time, upon not less than fifteen (15) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate, Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser or lessee of the building or of the building and the land upon which it is erected, any mortgagee or prospective mortgagee thereof, or any prospective assignee of any mortgage thereof. Tenant also agrees to execute and deliver such estoppel certificates as an institutional lender may require with respect to this Lease.

21. EMINENT DOMAIN. If the Premises or any part thereof shall be taken by exercise of eminent domain, this Lease shall terminate except as hereinafter provided. As of the date possession is taken by the condemnor, rent shall accrue only to such date and any excess of advanced payments held by Landlord shall refunded to Tenant.

If the remainder of the Premises continue to be suitable for Tenant's purposes, then this Lease shall continue in force and effect and the rent shall be reduced proportionately.

It is agreed that the Tenant shall have no right to any portion of the condemnation proceeds other than reimbursement for any costs in connection with the relocation of its business and the taking of its furniture, fixtures and equipment. Landlord shall be entitled to any award attributable to the taking of real estate or the building situated on the Premises.

In the event of any dispute or controversy arising out of any provision of this paragraph entitled, "Eminent Domain" as between the Landlord and Tenant, the parties hereto agree to submit the same to arbitration.

22. DEFAULT. If default is made in payment of rent at the times above stated or the Tenant shall break any of the covenants and agreements herein contained or shall willfully or maliciously do injury to the Premises the Landlord or its legal representative shall have the right at any time thereafter without notice except as herein provided, to declare this Lease void and the terms herein contained ended and may reenter and expel the Tenant using such force as may reasonably be necessary without prejudice to any of the remedies which the Landlord may have to collect the arrearages

of rent.

No default, however, except as to the payment of rent, shall be considered to be a breach of the Lease terms unless the Landlord has given to the Tenant notice in writing of such default and the Tenant shall fail thereafter, within thirty (30) days from the date of receipt of such notice to cure the default.

23. LANDLORD'S OPTION TO CURE TENANT'S BREACH. In the event of any breach hereunder by Tenant, either in payment of insurance premiums, taxes or utilities or in making of repairs or maintenance, the Landlord may immediately or at any time thereafter, without notice, cure such breach at the expense of the Tenant. If the Landlord is compelled to make such payments or elects to pay any monies or do any act which is required to cure said breach by the Tenant, the Landlord shall receive from the Tenant as additional rental, the sum so paid by the Landlord, with interest at the rate of eighteen percent (18%) per annum from the date of disbursement until paid by the Tenant.

24. REENTRY BY LANDLORD. Upon the termination of this Lease for any of the reasons stated above, the Landlord may reenter the Premises with or without process of law, and remove all persons and chattels therefrom, and Landlord shall not be liable for damages or otherwise by reason of reentry on termination of the term of this Lease Agreement. Notwithstanding such termination, the liability of the Tenant for the rent and any additional rent provided for herein shall not be extinguished for the balance of the term or any extended term as the case may be, which would have remained, but for such early termination. The Tenant shall be

entitled to credit for such net amount of rent realized by the Landlord on leasing the Premises to others during the balance of said term after first deducting all expenses in connection with such releasing, including necessary building alterations, commissions, attorney fees, taxes and charges agreed to by the Tenant to be paid by the Tenant herein.

25. WARRANTY OF TITLE. Landlord covenants that it is well seized of and has a right to lease the Premises, will warrant and defend the title thereto and will indemnify the Tenant against any damage or expense which the Tenant may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the Premises.

26. NOTICES. Any notices hereunder shall be given to any of the parties at their last known address in writing, mailed by certified mail, return receipt requested.

27. NET LEASE. This is a "net lease" and Landlord shall not be required to provide any services or do any acts in connection with the Premises, except as specifically provided herein, and the rent, additional rent or other charges reserved hereunder shall be paid to Landlord without any claim on the part of the Tenant for diminution or abatement whatsoever.

28. BINDING EFFECT. The covenants, conditions and terms of this Lease shall be binding upon the respective parties, their heirs, executors, administrators, successors and assigns, and shall not be altered, except by written agreement, signed by all of the parties hereto.

29. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties and, any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"Landlord"
MARATHON COUNTY, a Wisconsin
Municipal Corporation

By: _____
Kurt Gibbs, Chair

"Tenant"
DIETRICH VANDERWAAL, S.C.

By: _____
Dean R. Dietrich, Shareholder

MARATHON COUNTY
Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Alicia Richmond** and to your Department Head. This email will confirm that your Department Head acknowledges approval of this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: Facilities & Capital Management

BUDGET YEAR: 2020

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	101-21089900	FUND BALANCE	42,629

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	101-21092190	OTHER PROFESSIONAL SERVICES	42,629

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Barbara Parker

Date Completed: 5/14/2020

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department, or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
Focus on Energy – Facilities & Capital Management
- 2) Provide a brief (2-3 sentence) description of what this program does.
Rebates from Focus on Energy used for installing additional energy savings items.
- 3) This program is: (Check one)
 An Existing Program.
 A New Program.
- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: [Click here to enter description](#)
- 5) If this Program is a Grant, is there a “Local Match” Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)
- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No Is a Budget Transfer Resolution Required? No

MARATHON COUNTY
Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Alicia Richmond** and to your Department Head. This email will confirm that your Department Head acknowledges approval of this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: Social Services

BUDGET YEAR: 2020

TRANSER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	176 501016082453	Special Serv-State Grt & Aid	\$24,720.37
Revenue Increase	176 51782453	Special Serv-State Grt & Aid	\$48,694.32

TRANSER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	176 50197184	Wrap Around Services	\$24,720.37
Expenditure Increase	176 51797184	Wrap Around Services	\$48,694.32

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Stacy Spencer

Date Completed: 5/13/2020

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department, or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
COVID-19 Child Welfare Emergency Payments

- 2) Provide a brief (2-3 sentence) description of what this program does.
Provides one time payments to out of home care providers for COVID-19 related expenses

- 3) This program is: (Check one)
 An Existing Program.
 A New Program.

- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: [Click here to enter description](#)

- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No Is a Budget Transfer Resolution Required? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Alicia Richmond** and to your Department Head. This email will confirm that your Department Head acknowledges approval of this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: Social Services

BUDGET YEAR: 2020

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	176 471 82453	Special Serv-State Grt & Aid	\$75,179.00

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	176 471 97113	Kinship Care Benefits	\$75,179.00

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Stacy Spencer

Date Completed: 5/13/2020

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department, or the Budget Transfer Authorization Request Form will be returned.

1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
TANF (Temporary Assistance for Needy Families)

2) Provide a brief (2-3 sentence) description of what this program does.

To provide grants to States, Territories, the District of Columbia, and Federally-recognized Indian Tribes operating their own Tribal TANF programs to assist needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two-parent families.

3) This program is: (Check one)

An Existing Program.

A New Program.

4) What is the reason for this budget transfer?

Carry-over of Fund Balance.

Increase/Decrease in Grant Funding for Existing Program.

Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.

Set up Initial Budget for New Grant Program.

Set up Initial Budget for New Non-Grant Program

Other. Please explain: [Click here to enter description](#)

5) If this Program is a Grant, is there a “Local Match” Requirement?

This Program is not a Grant.

This Program is a Grant, but there is no Local Match requirement.

This Program is a Grant, and there is a Local Match requirement of: (Check one)

Cash (such as tax levy, user fees, donations, etc.)

Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)

No.

Yes, the Amount is Less than \$30,000.

Yes, the Amount is \$30,000 or more AND: (Check one)

The capital request HAS been approved by the CIP Committee.

The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No Is a Budget Transfer Resolution Required? Yes



WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
4781 Hayes Road, Suite 201 | Madison, WI 53704 • www.wmmic.com
Telephone: 608.246.3336 | Toll Free: 866.823.4217 | Facsimile: 608.852.8647

Mary Jo Maly
500 Forest Street
Wausau, Wisconsin 54403

May 13, 2020

RE: Claimant: Liberty Mutual and Wilber
 Claim number: GLMA00000929
 Our Insured: Marathon County
 Date of Loss: 12/22/2019

Dear Mary Jo Maly,

The above referenced claim was filed on 4/16/2020. Following a review of the information and an investigation of the facts, it has been determined that Marathon County has no liability for this claim. Please issue a formal disallowance and provide a copy of this disallowance to WMMIC.

This claim will be closed on the date of receipt of the disallowance.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

Sandi Linquist
Liability Claim Representative
Wisconsin Municipal Mutual Insurance Company
(608) 245-6892
slinquist@wmmic.com



wisconsin
central time

MEMO

Kim Trueblood, Marathon County Clerk

Marathon County Courthouse
500 Forest Street
Wausau, WI 54403
715.261.1500 (Telephone)
715.261.1515 (Fax)

TO: Scott M. Corbett, Corporation Counsel
FROM: Kim Trueblood, County Clerk
DATE: April 16, 2020
RE: Cheryl Wirz

=====

The attached claim was delivered priority express mail to my office on April 15, 2020.

abp
c: Risk Management



P: 800.313.5169 210 Landmark Dr.
F: 800.313.5179 Normal, IL 61761

MARATHON COUNTY
COUNTY CLERK
500 FOREST ST
WAUSAU, WI 54403

April 15, 2020

RECEIVED

APR 16 2020

**MARATHON COUNTY
CLERKS OFFICE**

Wilber File Number: 1995311
Our Client: LIBERTY MUTUAL
Client Claim Number: 041646401
Claim Date: 12/22/2019
Current Claim Amount: 1751.67
Claim Location: WASAU, WI

To whom it may concern:

Please be advised that we represent LIBERTY MUTUAL for a claim they paid to their policyholder. We have been informed that there is possible coverage through your company.

Enclosed please find the supporting documents for your review. In addition, you will find the specific loss details below. After your review, please contact this office to discuss settlement proceedings. If you have further questions, please contact the representative, who has been assigned to handle this claim.

Please note that all payments for this claim will need to be made payable to LIBERTY MUTUAL and remitted to our office for proper handling.

To make payments online, visit <https://wilberpay.com> and log in using

Wilber File Number: 1995311

Access Key: EK5IWWMF

Nicole R. Messamore

Nicole Messamore

WILBER

210 Landmark Drive

Normal, IL 61761

800-313-5169 ext 3209



NOTICE OF CLAIM

DATE/TIME OF LOSS: DECEMBER 22ND, 2019

LOSS LOCATION: AIRPORT PARKING LOT WASAU, WI

AMOUNT CLAIMED: \$1,751.67

DESCRIPTION OF LOSS: YOUR INSURED, CENTRAL WISCONSIN AIRPORT, FAILED TO MAINTAIN THE PROPER LOOKOUT WHILE REMOVING SNOW AROUND PARKED VEHICLES, THEREFORE STRIKING OUR INSURED, CHERYL WIRZ'S PARKED AND UNOCCUPIED VEHICLE, CAUSING DAMAGES.

OUR CLIENT'S INSURED'S VEHICLE OR PROPERTY: CHERYL WIRZ, OWNER OF THE 2012 GMC SIERRA

YOUR VEHICLE OR PROPERTY: CENTRAL WISCONSIN AIRPORT, OWNER OF THE SNOW FLOW

STATE OF ILLINOIS

COUNTY OF MCLEAN

SIGNED THIS 15TH DAY OF APRIL, 2020 AT NORMAL, ILLINOIS.

CLAIMANT SIGNATURE Nicole R Messinger

NOTARY PUBLIC Courtney Sandy My

Commission Expires: 11-26-23



Claimant
 Insured
 Claim
 Date of Loss

CHERYL WIRZ
 CHERYL WIRZ
 041646401

Sun Dec 22 01:45:00 EST 2019



Reserve (1) 1st Party Vehicle - CHERYL WIRZ - Comprehensive - Non-Medical Loss

Payee	Check #	Issued Date	Amount Paid	Check Status
Parsons of Antigo	49303838	02/24/2020	\$751.67	Issued
Total			\$751.67	

Grand Total \$751.67

LM GENERAL INSURANCE COMPANY

Warrenville Claim Office
Supplements:
franco.montano@libertymutual.com
P.O. Box 515097
Los Angeles, CA 90051
Phone: (630) 791-6270

Claim #: 041646401-0001
Workfile ID: 1e2773bb

Estimate of Record

Written By: FRANCO MONTANO, License Number: 148261, 2/24/2020 9:15:08 AM
Adjuster: TAYLOR, INGA, (800) 000-0000 Business

Insured: CHERYL WIRZ Owner Policy #: AMC Claim #: 041646401-0001
Type of Loss: Comprehensive Date of Loss: 12/22/2019 12:00 AM Days to Repair: 4
Point of Impact: 06 Rear Deductible: 1000.00

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
CHERYL WIRZ		franco.montano@libertymutual.com (630) 791-6270	Parsons of Antiago 515 Amron Ave. bodyshop@parsonsofantigo.com Antigo, WI 54409 (715) 627-4888 Business

VEHICLE

2012 GMC Sierra 1500 SLE Extended Cab 143.5" WB 4WD 4D P/U 8-5.3L Flex Fuel Electronic Fuel Injection

VIN: 1GTR2VE71CZ201281 Production Date: Interior Color:
License: Odometer: Exterior Color:
State: WI Condition:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Body Side Moldings
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Climate Control

RADIO

AM Radio
FM Radio
Stereo
Search/Seek

CD Player

Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Positraction

SEATS

Bucket Seats

Reclining/Lounge Seats

Leather Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper
Trailer Hitch
Trailer Package
Power Trunk/Gate Release

Estimate of Record

2012 GMC Sierra 1500 SLE Extended Cab 143.5" WB 4WD 4D P/U 8-5.3L Flex Fuel Electronic Fuel Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	**Supplement Instructions**		1			
		NOTE: THIS IS NOT AN AUTHORIZATION TO REPAIR. ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL BY LIBERTY MUTUAL/SAFECO INSURANCE COMPANY.					
		- Please present this Appraisal to the repair facility before repairs begin.					
		- In the event of a supplement, please email the supplement request to the appraiser listed above. Supplement request must include customer name, claim number, photos, and the nature of the request.					
		- Once the supplement has been reviewed a member of our appraisal team will contact you within 2-3 business days to discuss supplement details.					
		- To expedite supplement process vehicle must be in shop for repairs with initial teardown and pulls completed before supplements are considered.					
2		PICK UP BOX					
3	*	Rpr	LT Outer panel GMC	25871808		5.0	3.3
4			Add for Clear Coat				1.3
5	#	Refn	Partial Refinish Adjustment				-0.6
6		R&I	Wheelhouse liner GMC	19166677		0.6	
7		R&I	Fuel door	25871805		0.3	
8	*	R&I	LT Side cover cap	19159457		0.2	
9	*	Rpr	Tail gate w/o tail gate assist	20885080		2.0	2.3
10			Overlap Major Adj. Panel				-0.4
11			Add for Clear Coat				0.4
12	#	Refn	Partial Refinish Adjustment				-0.6
13		R&I	Handle w/o lock control	20955300		0.3	
14		Repl	LT Decal "Z71 PLUS 4x4"	25973040	1	76.78	0.3
15		R&I	Edge molding	25844299		0.3	
16		R&I	Mud guard GMC molded	19212554		0.2	
17		Repl	LT Nameplate "FLEX FUEL"	20903652	1	36.57	0.2
18	**	Repl	Non OEM LT Nameplate "SIERRA"	15129653-AT	1	20.00	0.3
19	**	Repl	Non OEM Nameplate "GMC"	22764045-AT	1	32.00	0.2
20		REAR LAMPS					
21	**	Repl	Non OEM CAPA LT Combo lamp assy GMC, w/o dual rear wheels w/o Denali	3351934LAC	1	103.00	0.3
22		REAR BUMPER					
23		R&I	R&I bumper assy	22932803		0.8	
24		R&I	LT End cap chrome w/o reverse sensor	15284307		0.4	
			NOTE: Inspect For Damages				
25		R&I	LT Step pad outer, 1/2 ton	15284313		0.3	
			NOTE: Inspect For Damages				
26		R&I	Step pad center w/o reverse sensor	15284310		0.7	
			NOTE: Inspect For Damages				
27		MISCELLANEOUS OPERATIONS					
28	**	Repl	Non OEM Corrosion Protection		1	8.00	0.2

Estimate of Record

2012 GMC Sierra 1500 SLE Extended Cab 143.5" WB 4WD 4D P/U 8-5.3L Flex Fuel Electronic Fuel Injection

29	#	Subl	Hazardous waste removal	1	3.50		
30	**	Repl	Non OEM Cover Car	1	5.00	0.3	
SUBTOTALS					284.85	12.9	5.7

NOTES

Prior Damage Notes:
none

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			284.85
Body Labor	12.9 hrs @	\$ 62.00 /hr	799.80
Paint Labor	5.7 hrs @	\$ 62.00 /hr	353.40
Paint Supplies	5.7 hrs @	\$ 39.00 /hr	222.30
Subtotal			1,660.35
Sales Tax	\$ 1,660.35 @	5.5000 %	91.32
Total Cost of Repairs			1,751.67
Deductible			1,000.00
Total Adjustments			1,000.00
Net Cost of Repairs			751.67

MyPriceLink Estimate ID:
661215287361675264

*****SUPPLEMENT INSTRUCTIONS*****

- THIS IS NOT AN AUTHORIZATION TO REPAIR. ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL BY LIBERTY MUTUAL/SAFECO INSURANCE COMPANY.
- Please present this Appraisal to the repair facility before repairs begin.
- In the event of a supplement, please email the supplement request to the appraiser listed above. Supplement request must include customer name, claim number, photos, and the nature of the request.
- Once the supplement has been reviewed a member of our appraisal team will contact you within 2-3 business days to discuss supplement details.
- To expedite supplement process vehicle must be in shop for repairs with initial teardown and pulls completed before supplements are considered.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Estimate of Record

2012 GMC Sierra 1500 SLE Extended Cab 143.5" WB 4WD 4D P/U 8-5.3L Flex Fuel Electronic Fuel Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GH07, CCC Data Date 02/14/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blind=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Estimate of Record

2012 GMC Sierra 1500 SLE Extended Cab 143.5" WB 4WD 4D P/U 8-5.3L Flex Fuel Electronic Fuel Injection

THIS IS NOT AN AUTHORIZATION TO REPAIR. ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL

Please present this Appraisal to the repair facility before repairs begin.

We reserve the right to inspect any additional damage.

** For supplement requests, please follow the instructions below:

**** If the ORIGINAL APPRAISAL was completed by a LIBERTY MUTUAL/SAFECO STAFF APPRAISER or an INDEPENDENT APPRAISER, please contact the appraiser directly; their email address and phone number can be located in the header of the appraisal or in the "APPRAISER INFORMATION" section at the top of the appraisal.

**** Instructions if the ORIGINAL APPRAISAL was completed by a LIBERTY MUTUAL/SAFECO GUARANTEED REPAIR NETWORK SHOP*****:

***** SHOPS USING CCC ESTIMATING SOFTWARE *****

--- PREFERRED METHOD --- Your facility can pull down the original estimate and add your supplement request using THE WORKFILE VIA ESTIMATE SHARE (AWE WORKFILE RETRIEVAL - instructions are listed below) If you are unable to complete these steps, the workfile can also be sent to you.

--- NON- PREFERRED METHOD --- Call the Liberty Mutual/Safeco Supplement Hotline at 855-837-1529 OR Email LIBERTYSUPP@CCCIS.COM with your shop name, a contact number. Note that you are a CCC One shop requesting a Liberty Mutual open shop supplement assignment. Please use the following subject line on your request "NEW CCC SUPPLEMENT FILE REQUEST FOR (INSERT CLAIM NUMBER)". After contacting CCC, they will send the original work file to your CCC One estimating system. Open and complete your supplement, LOCK it & upload with the attached photos and documentation.... The supplement has to be LOCKED to transfer through CCC to Liberty Mutual/Safeco. However, you can email as noted above.

***** FOR NON-CCC SHOPS OR IF YOUR SUPPLEMENT IS ALREADY COMPLETED IN CCC*** Email your written supplement PDF, photos and supporting documents to LIBERTYSUPP@CCCIS.COM for processing. Please use the subject line "NEW SUPPLEMENT REQUEST FOR NON CCC SHOP (INSERT CLAIM NUMBER)". To avoid a service delay, please include your shop name, and contact name and phone number. NOTE: You will not be able to merge or upload a supplement that was written prior to completing the download.

If you have RENTAL COVERAGE or are entitled to a Rental due to this loss, Rental will be allowed for the reasonable period necessary to repair your vehicle, subject to any applicable policy provisions, laws or regulations.

If a rental vehicle has not been pre-authorized or you have any questions regarding your rental coverage or eligibility, please contact your adjuster prior to securing a rental vehicle.

Additional rental costs offered through the rental agency are not covered.

Liberty Mutual/Safeco offers body shops fast and convenient service online through our Claim Information Portal. You can check claim status, obtain payment details, view liability status, and much more.

Visit CLAIMINFOPORTAL.LIBERTYMUTUAL.COM to register and login.

THE INSURER GUARANTEES THAT IT WILL REPLACE ANY PART IDENTIFIED IN THIS ESTIMATE WHICH IS NOT A NEW ORIGINAL EQUIPMENT MANUFACTURER PART, INCLUDING RECYCLED PARTS MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER OR NEW PARTS NOT MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER, IF A DEFECT IS DISCOVERED.

THIS GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THIS ESTIMATE, BUT IT IS NOT TRANSFERABLE TO ANY OTHER PARTY AT ANY TIME. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND PAINT AND MATERIALS, IF REQUIRED, AS WELL AS THE COST OF RENTAL OF A TEMPORARY REPLACEMENT VEHICLE DURING THE REPAIRS. THIS GUARANTEE DOES NOT COVER CONSEQUENTIAL DAMAGES.

Estimate of Record

2012 GMC Sierra 1500 SLE Extended Cab 143.5" WB 4WD 4D P/U 8-5.3L Flex Fuel Electronic Fuel Injection

IF A DEFECT IS DISCOVERED IN ANY RECYCLED PARTS MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER OR NEW PARTS NOT MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER THAT ARE USED IN REPAIR OF YOUR VEHICLE, CONTACT YOUR ADJUSTER OR AGENT IMMEDIATELY, AND WE WILL REPLACE THE PART WITH A NEW ORIGINAL EQUIPMENT MANUFACTURER PART.

AWE WORKFILE RETREVAL INSTRUCTIONS: In your CCC ONE Estimating, please select ACTION: IMPORT WORKFILE COPY, DOWNLOAD COPY OF WORKFILE FROM CCC <Click NEXT>. Then select the INSURANCE COMPANY listed in the appraisal (LM option), enter the CLAIM NUMBER and WORKFILE ID <Click NEXT>. This will push the assignment to your CCC ONE inbox. Open and complete your supplement, LOCK it & upload with the attached photos and documentation...

Estimate of Record

2012 GMC Sierra 1500 SLE Extended Cab 143.5" WB 4WD 4D P/U 8-5.3L Flex Fuel Electronic Fuel Injection

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
18	Adhesive Templates (Adhesive Only) 4717 CAMPUS DR KALAMAZOO MI 49008 (888) 249-3350	#15129653-AT Non OEM LT Nameplate "SIERRA" Quote: 597631373 Expires: 03/01/20	\$ 20.00
19	Adhesive Templates (Adhesive Only) 4717 CAMPUS DR KALAMAZOO MI 49008 (888) 249-3350	#22764045-AT Non OEM Nameplate "GMC" Quote: 597631373 Expires: 03/01/20	\$ 32.00
21	All Star Auto Lights-North 15326 Oakwood Drive ROMULUS MI 48174 (734) 710-9460	#3351934LAC Non OEM CAPA LT Combo lamp assy GMC, w/o dual rear wheels w/o Denali Quote: 24817973 Expires: 03/04/20	\$ 103.00



WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
4781 Hayes Road, Suite 201 | Madison, WI 53704 • www.wmmic.com
Telephone: 608.246.3336 | Toll Free: 866.823.4217 | Facsimile: 608.852.8647

Mary Jo Maly
500 Forest Street
Wausau, Wisconsin 54403

May 19, 2020

RE: Claimant: Rural Mutual Insurance Co
 Claim number: ALMA00000368
 Our Insured: Marathon County
 Date of Loss: 12/13/2019

Dear Mary Jo Maly,

The above referenced claim was filed on 3/16/2020. Following a review of the information and an investigation of the facts, it has been determined that Marathon County has no liability for this claim. Please issue a formal disallowance and provide a copy of this disallowance to WMMIC.

This claim will be closed on the date of receipt of the disallowance.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

Sandi Linqvist
Liability Claim Representative
Wisconsin Municipal Mutual Insurance Company
(608) 245-6892
slinquist@wmmic.com



Kim Trueblood, Marathon County Clerk

Marathon County Courthouse
500 Forest Street
Wausau, WI 54403
715.261.1500 (Telephone)
715.261.1515 (Fax)
Kim.Trueblood@co.marathon.wi.us



MEMORANDUM

TO: Scott M. Corbett, Corporation Counsel

FROM: Kim Trueblood, County Clerk

DATE: March 16, 2020

RE: Claim – Rural Mutual – Lisa Wasano

The attached claim was received in the office via USPS on March 16, 2020.

kjt
c: Risk Management



1241 John Q. Hammons Drive
P.O. Box 5555
Madison, WI 53705-0555
608-836-5525
www.ruralmutual.com

March 11, 2020

Marathon County Clerk
500 Forest Street
Wausau, WI 54403

RECEIVED
MAR 16 2020
MARATHON COUNTY
CLERKS OFFICE

OUR CLAIM NO. PPAT1600980001
OUR INSURED LISA WASANO
DATE OF LOSS 12/13/2019
SUBRO AMOUNT \$ 2,166.07 (including \$500 deductible)

Dear Marathon County Clerk,

Kindly consider this as our formal subrogation demand. The facts of the loss indicate that your insured is liable for the above-referenced incident.

We are seeking reimbursement of the damages as outlined below. Attached are our supporting documents for your review.

Repair Estimate	\$ 1,507.82 ***
Towing	158.25
Deductible	500.00
Total Subrogation Amount	\$ 2,166.07

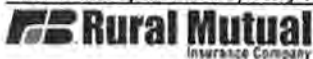
Estimate 862.38 + supplement \$ 645.44 = \$ 1,507.82

You can send the check to:

Rural Mutual Insurance
PO Box 5555
Madison WI 53705

Thank you and have a good day!


Janette Jordee | CSR, AIC, AIS, ACS
Subrogation Specialist
Rural Mutual Insurance Company
1241 John Q. Hammons Drive | Madison, WI 53717
Office: (608)828-5469 Fax: 888-812-6294
Premiums paid here, stay here to keep Wisconsin Strong.



PPAT1600980001

Claim No.	SubClaim#	Coverage	Entry Date	Loss Code	Loss Amt	Applied	Check No	Name	Reference
PPAT1600980001	70700101	COLL	3/3/2020	P	645.44	0	C454551	BRICKNER CHRYSLER CENTER INC	UNITED ESTIMATICS, B
PPAT1600980001	70700101	COLL	12/30/2019	P	862.38	500	C449851	BRICKNER CHRYSLER CENTER INC	
PPAT1600980001	70700101	COLL	12/17/2019	P	158.25	0	C449080	LISA AND TIMOTHY WASANO	
TOTAL					\$1,666.07				

KRL0TS26QM
000142-8081

**WISCONSIN MOTOR VEHICLE
CRASH REPORT**

WI STATE PATROL NCR/WSA
227301 SHRIKE AVENUE
WAUSAU, WI 54401 7172
(715) 845-1143

KRL0TS26QM

Document Number Override		Primary Crash Document #	Agency Crash Number 000142-8081	Investigating Officer/Deputy TROOPER L. LOONSFOOT	
Crash Date 12/13/2019		Crash Time 02:22 PM	Date Arrived 12/13/2019	Time Arrived 02:44 PM	
Date Notified 12/13/2019		Time Notified 02:22 PM	Total Units 02	Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable	Crash Type DT4000 (STANDARD CRASH)			<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description

<p>Diagram</p> <p style="text-align: center;">NOY TO SCALE</p>	<p>Reconstruction By</p> <p>Photos By LOONSFOOT</p> <p>Additional Information PHOTOS</p>
--	--

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1 IS A MARATHON COUNTY HIGHWAY DEPT PLOW TRUCK THAT WAS ACTIVELY PLOWING ROADWAYS. UNIT 1 WAS INITIALLY TRAVELING ON CTH DD TO THE EAST AND HAD STOPPED AT THE INTERSECTION WITH CTH D AND WAS BEGINNING A MANEUVER TO TURN HIS PLOW TRUCK AROUND TO HEAD BACK WEST ON CTH DD. UNIT 2 WAS TRAVELING NORTH ON CTH D AND HAS RIGHT OF WAY AT INTERSECTION SINCE CTH D TRAFFIC HAS NO STOP SIGN AND CTH DD TRAFFIC DOES. UNIT 1 PLOW BLADE HAD ENTERED THE NORTHBOUND LANE APPROXIMATELY 2-3 FEET WHILE TURNING AROUND. UNIT 1 DRIVER HAD STATED THAT HE LOOKED BOTH WAYS AND DIDN'T SEE ANY. UNIT 2 DRIVER STATED THAT HE WAS NB APPROACHING THE INTERSECTION AND STATED THAT THE PLOWS BLADE HAD ENTERED HIS LANE FORCING HIM TO EVADE TO THE RIGHT SHOULDER WHERE HE ENTERED THE DITCH. MINOR DAMAGE WAS CAUSED BY THE BANKED SNOW TO HIS BUMPER AND A LOT OF SNOW WAS PACKED INTO HIS ENGINE COMPARTMENT. VEHICLE WAS PULLED OUT OF THE DITCH BY A TOW TRUCK BUT NOT TOWED DUE TO ANY DAMAGE. MARKINGS ON THE PAVEMENT CONSISTENT WITH THE PLOW BLADE IN CONTACT WITH PAVEMENT IN THE NORTHBOUND LANE.

KRL0TS26QM
000142-8081

WISCONSIN MOTOR VEHICLE
CRASH REPORT

WI STATE PATROL NCR/WSA
227301 SHRIKE AVENUE
WAUSAU, WI 54401 7172
(715) 845-1143

Location

ON CTHD NB 55 FT S OF CTHDD EB IN THE TOWN OF NORRIE IN MARATHON COUNTY	Latitude	Longitude
	44.899265893	-89.254052778
	X Coordinate	Y Coordinate
	322034.90625	4974232
	Structure Type	

Crash Scene

First Harmful Event OTHER NON-COLLISION	First Harmful Event Location SHOULDER RIGHT	
Manner of Collision NO COLLISION W/VEHICLE IN TRANSPORT	Light Condition DAYLIGHT	
Road Surface Condition(s) ICE	Roadway Factor(s) ROAD SURFACE CONDITION (WET, ICY, SNOW, SLUSH, ETC)	
Environment Factor(s) NONE		
Weather Condition(s) CLOUDY		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location INTERSECTION-RELATED	Intersection Type T-INTERSECTION

Unit Summary

UNIT 01	Unit Status NON-CONTACT	Vehicle Operating As Classification A CLASS			Unit Type TRUCK
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 55	Total Lanes 2
	Most Harmful Event: Collision With OTHER NON-COLLISION	Special Function UNKNOWN		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED	Traffic Control STOP SIGN		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)	Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR				

UNIT 01 VEHICLE 01	Vehicle			
	License Plate Number 74945	Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1HTWXAH38J054220	Make INTERNATIONAL	Year 2008	Model CAB
	Color ONG - ORANGE	Body Style CB - CAB CHASSIS		Bus Use NOT A BUS
	Initial Contact Point NON-COLLISION	Vehicle Damage		
	Extent Of Damage NO DAMAGE	NO DAMAGE		
	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR		

KRL0TS26QM
000142-8081

WISCONSIN MOTOR VEHICLE
CRASH REPORT

WI STATE PATROL NCR/WSA
227301 SHRIKE AVENUE
WAUSAU, WI 54401 7172
(715) 845-1143

UNIT	VEHICLE	What Driver Was Doing OTHER	Vehicle Factors	
		Driver Prior Action Other MANUEVERING TO CHANGE DIRECTION	NOT APPLICABLE	
01	01	Driver Actions FAILED TO YIELD RIGHT-OF-WAY, UNKNOWN		
		Owner Name MARATHON COUNTY HIGHWAY DEPARTMENT (715) 261-1800	Owner Address 1430 WEST STREET WAUSAU, WI 54401 , US	
Sequence Of Events				
UNIT	01	Event CROSS CENTERLINE		
	02	Event		
	03	Event		
	04	Event		
Policy Holder				
UNIT	Insurance Company WISCONSIN-MUNICIPAL-MUTUAL-INS-CO		Government MARATHON COUNTY HIGHWAY DEPARTMENT	
	Individual			
UNIT	INDIVIDUAL	Driver TODD J JOSEPH EVERS (715) 261-1800	Citations Issued 0	Sex MALE
			Date of Birth	Race WHITE
		Address	Driver License Number 71000000	
01	001	Safety Equipment	On Duty Crash WINTER-HWY-MAINTENANC	Safety Equipment RESTRAINT USE UNKNOWN
		Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY		
		Helmet Use	Helmet Compliance	
		Eye Protection	Tint Compliance	
		Injury	Injury Severity NO APPARENT INJURY	Airbag NOT APPLICABLE
Ejected NOT APPLICABLE		Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT APPLICABLE	
Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #	
Hospital		Date of Death	Time of Death	
Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		
Distracted By Action NOT DISTRACTED				
Non Motorist		Striking Unit #	Location	
Prior Action				

KRL0TS26QM
000142-8081

WISCONSIN MOTOR VEHICLE
CRASH REPORT

WI STATE PATROL NCR/WSA
227301 SHRIKE AVENUE
WAUSAU, WI 54401 7172
(715) 845-1143

UNIT	INDIVIDUAL	Action				
		Action Other			To/From School	
		Drug & Alcohol		Suspected Alcohol Use	Suspected Drug Use	
		Alcohol Test Given	Alcohol Test Type	Alcohol Test Results		
		TEST NOT GIVEN				
		Drug Test Given	Drug Test Type	Drug Test Results		
		TEST NOT GIVEN				
		Drug Type				
		Individual Condition				
		NOT OBSERVED				
UNIT	TRUCK BUS	Carrier				
		<input checked="" type="checkbox"/> Use Vehicle Owner Same as Carrier		Source VEHICLE-SIDE		
		Name MARATHON COUNTY HIGHWAY DEPARTMENT		Address 1430 WEST STREET WAUSAU, WI 54401 , US		
		GVWR	Vehicle Configuration	Cargo Body Type		
		MORE THAN 26,000 LB	SINGLE UNIT TRUCK (3 OR MORE AXLES)	DUMP		
		US DOT #	Carrier Type	Permitted Load		
			NOT IN COMMERCE/GOVERNMENT	NOT PERMITTED		
		<input type="checkbox"/> OS/OW Load	WI Permit Number	<input type="checkbox"/> Permitted Vehicle On Permitted Route	<input type="checkbox"/> Escort Vehicle Required By Permit	<input type="checkbox"/> Escort Vehicle Present
		Measured Height	Measured Length	Measured Width	Measured Weight	

Unit Summary

UNIT	02	Unit Status	Vehicle Operating As Classification	Unit Type		
		NON-CONTACT	D CLASS	TRUCK		
		Vehicle Type	Operating As Endorsements			
		UTILITY TRUCK/PICKUP TRUCK				
		Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
		1		0	0	0
		Insurance?	Direction Of Travel	<input type="checkbox"/> Pre CrashTire Mark	Speed Limit	Total Lanes
		YES	NORTHBOUND		55	2
		Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use		
		DITCH	NO SPECIAL FUNCTION	NOT APPLICABLE		
Traffic Way	Traffic Control	Traffic Control Inoperative/Missing				
TWO-WAY, NOT DIVIDED	NO CONTROL	NO				
Surface Type	Road Curvature	Road Grade				
BLACKTOP (BITUMINOUS)	STRAIGHT	LEVEL				
Truck Bus or HazMat						
NO						

Vehicle

UNIT	02	License Plate Number	Plate Type	St	Country of Issuance
		364369	LTK - LIGHT TRUCK	WI	UNITED STATES
		Vehicle Identification Number	Make	Year	Model
		1C6RR7FT6HS654421	DODGE	2017	RAM 1500

KRL0TS26QM
000142-8081

WISCONSIN MOTOR VEHICLE
CRASH REPORT

WI STATE PATROL NCR/WSA
227301 SHRIKE AVENUE
WAUSAU, WI 54401 7172
(715) 845-1143

UNIT VEHICLE	Color	Body Style	Bus Use
	GRY - GRAY	PK - PICKUP	NOT A BUS
	Initial Contact Point	Vehicle Damage	
	12--FRONT	VEHICLE NOT AT SCENE	
	Extent Of Damage		
	MINOR DAMAGE	Vehicle Removed By	
Towed Due To Damage	OPERATOR		
NOT TOWED	Vehicle Factors		
What Driver Was Doing	NOT APPLICABLE		
GOING STRAIGHT			
Driver Prior Action Other			
Driver Actions	NO CONTRIBUTING ACTION, UNKNOWN		
Owner Name	Owner Address		
TIMOTHY EDWARD WASANO	-----		
(715) 571-4744			
Sequence Of Events			
Event	RUN OFF ROADWAY RIGHT		
Event	DITCH		
Event			
Event			
Policy Holder			
Insurance Company	Individual		
RURAL-MUTUAL-INS-CO-(ATTN:-CLAIMS-DEPT)	TIMOTHY WASANO		
Individual			
Driver	Citations Issued	Sex	
TIMOTHY EDWARD WASANO	0	MALE	
(Date of Birth	Race	
	03/10/1967	WHITE	
Address	Driver License Number		
-----	-----		
Safety Equipment		Safety Equipment	
On Duty Crash	RESTRAINT USE UNKNOWN		
Seat Position	1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY		
Helmet Use	Helmet Compliance		
Eye Protection	Tint Compliance		
Injury	Injury Severity	Airbag	
	NO APPARENT INJURY	NOT APPLICABLE	
Ejected	Ejection Path	Trapped/Extricated	
NOT APPLICABLE	NOT EJECTED/NOT APPLICABLE	NOT APPLICABLE	
Medical Transport	EMS Agency Identifier	EMS Run #	
NOT TRANSPORTED			
Hospital	Date of Death	Time of Death	

KRL0TS26QM
000142-8081

WISCONSIN MOTOR VEHICLE
CRASH REPORT

WI STATE PATROL NCR/WSA
227301 SHRIKE AVENUE
WAUSAU, WI 54401 7172
(715) 845-1143

UNIT INDIVIDUAL 02 002	Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		
	Distracted By Action NOT DISTRACTED				
	Non Motorist	Striking Unit #	Location		
	Prior Action				
	Action				
	Action Other			To/From School	
	Drug & Alcohol		Suspected Alcohol Use		Suspected Drug Use
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
Individual Condition NOT OBSERVED					

Date: 3/ 3/2020 03:18 PM
 Estimate ID: 128862
 Estimate Version: 0
 Supplement: 1 (F F) 3/ 3/2020 02:03:02 PM
 Preliminary
 Profile ID: * United Estimatics

SEE PAGE 3 FOR SUPPLEMENT INSTRUCTIONS
 REFER TO THE ESTIMATE ID # WHEN CALLING
 IN FOR A SUPPLEMENT. THIS OFFICE DOES NOT
 ISSUE ANY PAYMENTS. PLEASE CONTACT THE INSURANCE
 COMPANY FOR THAT INFORMATION.

United Estimatics

P.O. BOX 5021, Hudson, FL 34674
 (888) 869-0226

Damage Assessed By: LAURA KEITH
 Supplemented By: LAURA KEITH
 Classification: None

Appraised For: STACY BRUNNER

PLEASE USE THE FOLLOWING EMAIL WHEN SENDING IN
 SUPPLEMENTALS
 supplements@unitedestimatics.com
 THANK YOU

Condition Code: Good
 Date of Loss: 12/13/2019
 Deductible: 500.00
 File Number: 128862
 Policy No: PPAT160098
 Insured: TIM WASANO
 Owner: TIM WASANO

Type of Loss: Collision
 Claim Number: PPAT1600980001

Mitchell Service: 911579

Description: 2017 Ram Pickup 1500 Express
 Body Style: 4D PkupQua 6' Bed 140" WB
 VIN: 1C6RR7FT6HS654421
 OEM/ALT: O
 Color: na
 Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, AIR CONDITION
 CRUISE CONTROL, TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG
 HEATED EXTERIOR MIRROR, FRONT SIDE AIRBAG WITH HEAD PROTECTION
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, ALUM/ALLOY WHEELS
 TIRE INFLATION/PRESSURE MONITOR, AUXILIARY INPUT
 POWER ADJUSTABLE EXTERIOR MIRROR, 4WD OR AWD, PRIVACY GLASS
 FIRST ROW SPLIT BENCH SEAT, VINYL SEAT, 4 WHEEL DRIVE, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, MP3 PLAYER
 ELECTRONIC STABILITY CONTROL, REAR BENCH SEAT
 Drive Train: 5.7L Inj 8 Cyl 4WD
 License: NA
 Search Code: GNAPPLWI

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	AUTO	BDY	OVERHAUL	Frnt Bumper Cover Assy			2.0 #
2	103032	BDY	REMOVE/REPLACE	Frnt Bumper Cover	68197698AA	380.00	INC #

ESTIMATE RECALL NUMBER: 03/03/2020 13:57:16 128862
 Mitchell Data Version: OEM: JAN_20_V

Software Version: 7.1.238

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Date: 3/ 3/2020 03:18 PM
Estimate ID: 128862
Estimate Version: 0
Supplement: 1 (F F) 3/ 3/2020 02:03:02 PM
Preliminary
Profile ID: * United Estimatics

MUST BE MADE PRIOR TO RELEASE OF VEHICLE) . YOU WILL BE ADVISED TO

E-MAIL PHOTOS TO SUBSTANTIATE HIDDEN/ADDITIONAL DAMAGE TO

SUPPLEMENTS@UNITEDESTIMATICS.COM.

YOU WILL NEED TO SUBMIT INVOICES FOR ADDITIONAL PARTS AND/OR PART

PRICE CHANGES AND A REVISED/SUPPLEMENT ESTIMATE. THERE ARE NO

EXCEPTIONS TO THESE PROCEDURES!!! OUR FAX NUMBER IS 727 869 0233

THANK YOU IN ADVANCE FOR YOUR UNDERSTANDING.

Date: 12/30/2019 11:53 AM
 Estimate ID: 128862
 Estimate Version: 0
 Preliminary
 Profile ID: * United Estimatics

SEE PAGE 3 FOR SUPPLEMENT INSTRUCTIONS
 REFER TO THE ESTIMATE ID # WHEN CALLING
 IN FOR A SUPPLEMENT. THIS OFFICE DOES NOT
 ISSUE ANY PAYMENTS. PLEASE CONTACT THE INSURANCE
 COMPANY FOR THAT INFORMATION.

United Estimatics

P.O. BOX 5021, Hudson, FL 34674
 (888) 869-0226

Damage Assessed By: LAURA KEITH
 Classification: None

Appraised For: STACY BRUNNER

PLEASE USE THE FOLLOWING EMAIL WHEN SENDING IN
 SUPPLEMENTALS
 supplements@unitedestimatics.com
 THANK YOU

Condition Code: Good
 Date of Loss: 12/13/2019
 Deductible: 500.00
 File Number: 128862
 Policy No: PPAT160098

Type of Loss: Collision

Claim Number: PPAT1600980001

Insured: TIM WASANO
 Owner: TIM WASANO

Mitchell Service: 911579

Description: 2017 Ram Pickup 1500 Express
 Body Style: 4D PkupQua 6' Bed 140" WB
 VIN: 1C6RR7FT6HS654421
 OEM/ALT: O
 Color: na
 Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, AIR CONDITION

Drive Train: 5.7L Inj 8 Cyl 4WD
 License: NA
 Search Code: GNAPPLWI

CRUISE CONTROL, TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG
 HEATED EXTERIOR MIRROR, FRONT SIDE AIRBAG WITH HEAD PROTECTION
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, ALUM/ALLOY WHEELS
 TIRE INFLATION/PRESSURE MONITOR, AUXILIARY INPUT
 POWER ADJUSTABLE EXTERIOR MIRROR, 4WD OR AWD, PRIVACY GLASS
 FIRST ROW SPLIT BENCH SEAT, VINYL SEAT, 4 WHEEL DRIVE, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, MP3 PLAYER
 ELECTRONIC STABILITY CONTROL, REAR BENCH SEAT

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	AUTO	BDY	OVERHAUL	Frnt Bumper Cover Assy			2.0 #
2	103032	BDY	REMOVE/REPLACE	Frnt Bumper Cover	68197698AA	380.00	INC #
3	AUTO	REF	REFINISH	Frnt Bumper Cover			C 2.7
4	101826	BDY	CHECK/ADJUST	Fog Lamps			0.4

ESTIMATE RECALL NUMBER: 12/30/2019 11:31:31 128862
 Mitchell Data Version: OEM: DEC_19_V

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Software Version: 7.1.238

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QTY	Part No	Description	Part Name	Price	Unit
5	102120	BDY REMOVE/REPLACE	R Frt Fog Lamp	68104820AF	86.00 0.4* #
6	102220	BDY REMOVE/INSTALL	R Fender Liner	Existing	0.4 r
7	102221	BDY REMOVE/INSTALL	L Fender Liner	Existing	0.4 r
8	102222	BDY REMOVE/REPLACE	R Fender Pin 3@4.60	6506293AA	13.80
9	102223	BDY REMOVE/REPLACE	L Fender Pin 3@4.60	6506293AA	13.80
10	931105	MCH ALIGN	Four Wheel Alignment	Sublet	89.95 * 0.0*
11	AUTO REF	ADD'L OPR	Clear Coat		1.1
12	933017	BDY * ADD'L OPR	Finish Sand And Buff		1.0*
13	AUTO	ADD'L COST	Paint/Materials		167.20 *
14	AUTO	ADD'L COST	Hazardous Waste Disposal		3.00 *

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc
 r - CEG R&R Time Used For This Labor Operation

Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary		
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals			Amount
Body	4.6	64.00	0.00	0.00	294.40 T	Taxable Parts		493.60
Refinish	3.8	64.00	0.00	0.00	243.20 T	Sales Tax @ 5.500%		27.15
Mechanical	0.0	129.00	0.00	89.95	89.95 T	Total Replacement Parts Amount		520.75
		Taxable Labor			627.55			
		Labor Tax @ 5.500 %			34.52			
Labor Summary	8.4				662.07			
III. Additional Costs						IV. Adjustments		
					Amount			Amount
Taxable Costs					170.20	Insurance Deductible		500.00-
Sales Tax @ 5.500%					9.36	Customer Responsibility		500.00-
Total Additional Costs					179.56			
Paint Material Method: Rates Init Rate = 44.00 , Init Max Hours = 99.9, Add'l Rate = 0.00								
						I. Total Labor:		662.07
						II. Total Replacement Parts:		520.75
						III. Total Additional Costs:		179.56
						Gross Total:		1,362.38
						IV. Total Adjustments:		500.00-
						Net Total:		862.38

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Insurance Co: RURAL MUTUAL INSURANCE

Body Shop: BRICKNER CHRYSLER CENTER
Address: 2525 GRAND AVENUE
WAUSAU, WI 54403
Telephone: (715) 842-4646
Fax Phone: (715) 843-6599
Email: bcbody@bricknerfamily.com

WHERE STATE LAW IS APPLICABLE, UNITED ESTIMATICS WILL PROVIDE THE CONSUMER WITH A COPY OF THIS REVISED ESTIMATE PRIOR TO REPAIRS COMMENSING IF THE VEHICLE IS BEING REPAIRED AT THE REPAIR SHOP OF THEIR CHOICE.

XX

THIS ESTIMATE MAY HAVE BEEN PREPARED WITH THE USE OF OEM, LKQ AND/OR AFTERMARKET CRASH PARTS. AFTERMARKET PARTS ARE SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE AND ARE WARRANTED BY THE SUPPLIER OR MANUFACTURER OF SAID PART RATHER THAN THE MANUFACTURER OF YOUR VEHICLE. ALL AFTERMARKET SHEET METAL ON THIS ESTIMATE IS TO BE VERIFIED AS (CAPA CERTIFIED). USE OF NON CAPA PARTS IS NOT AUTHORIZED.

XX

SUPPLEMENTS

ALL SUPPLEMENTALS ARE NOT PRE AUTHORIZED, PLEASE FOLLOW THE FOLLOWING STEPS:

A PHONE CALL TO UNITED ESTIMATICS 1 888 869 0226 IS MANDATORY! (CALL MUST BE MADE PRIOR TO RELEASE OF VEHICLE). YOU WILL BE ADVISED TO E-MAIL PHOTOS TO SUBSTANTIATE HIDDEN/ADDITIONAL DAMAGE TO SUPPLEMENTS@UNITEDESTIMATICS.COM.

YOU WILL NEED TO SUBMIT INVOICES FOR ADDITIONAL PARTS AND/OR PART PRICE CHANGES AND A REVISED/SUPPLEMENT ESTIMATE. THERE ARE NO EXCEPTIONS TO THESE PROCEDURES!!! OUR FAX NUMBER IS 727 869 0233 THANK YOU IN ADVANCE FOR YOUR UNDERSTANDING.

Date: 12/30/2019 11:53 AM
Estimate ID: 128862
Estimate Version: 0
Preliminary
Profile ID: * United Estimatics

ESTIMATE RECALL NUMBER: 12/30/2019 11:31:31 128862
Mitchell Data Version: OEM: DEC_19_V

Software Version: 7.1.238

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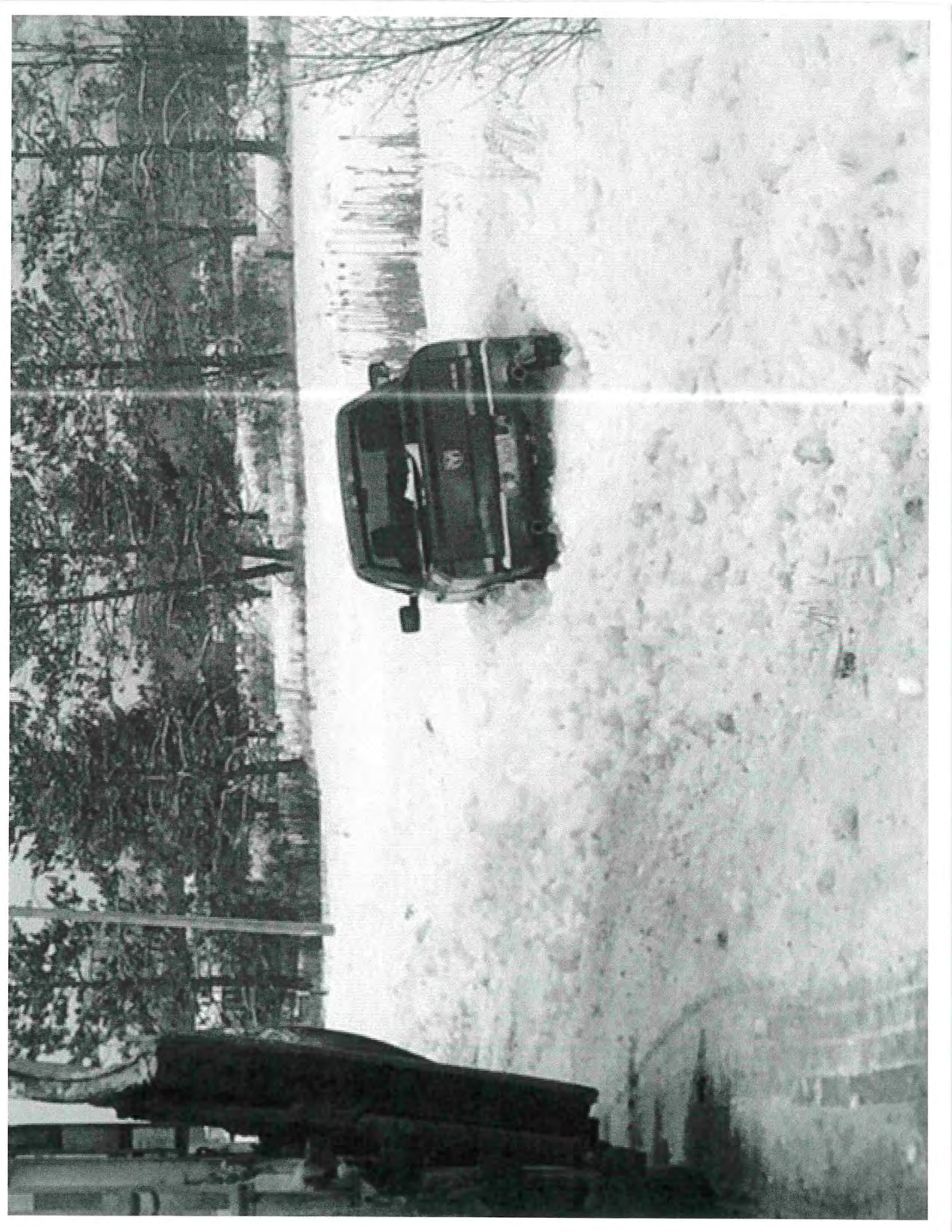
Page 4 of 4

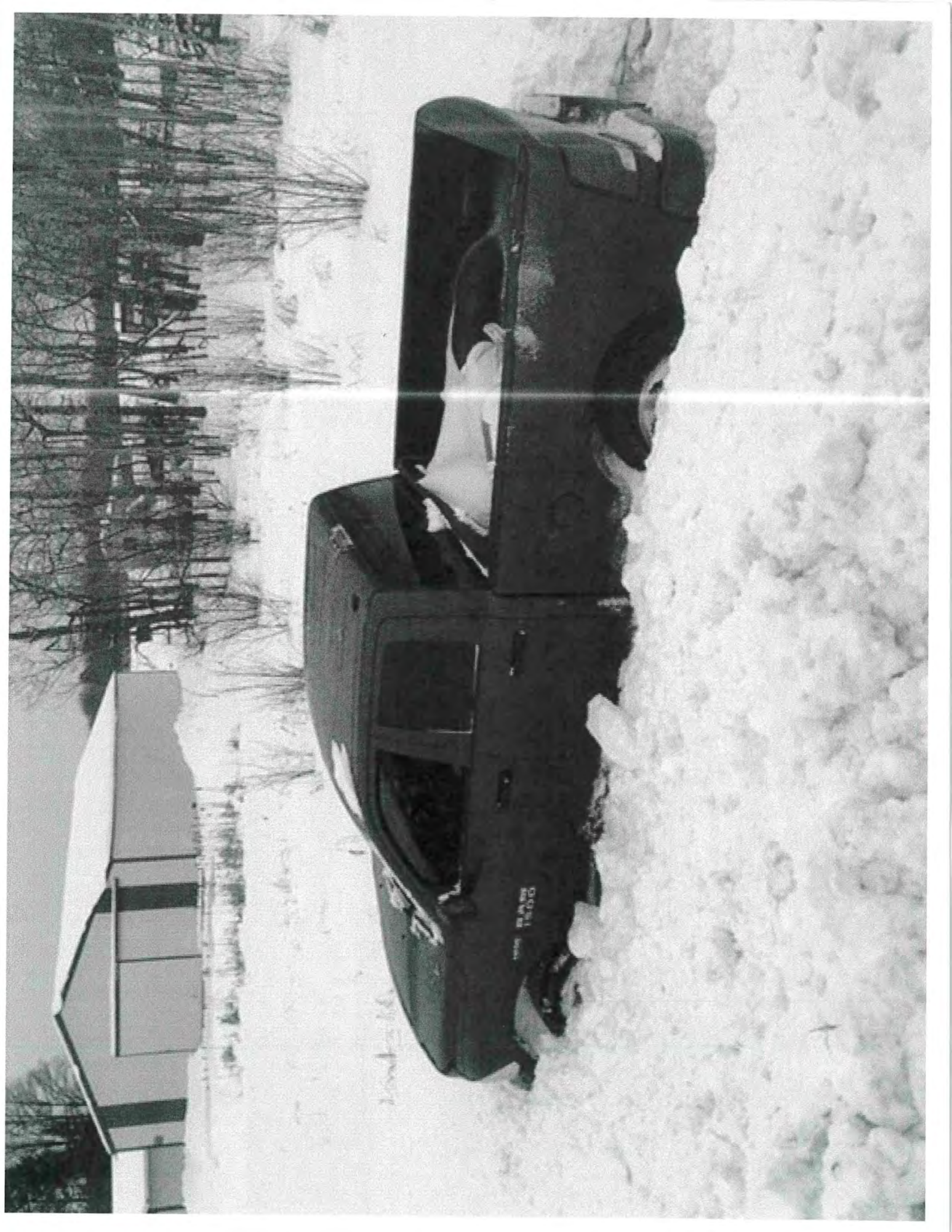


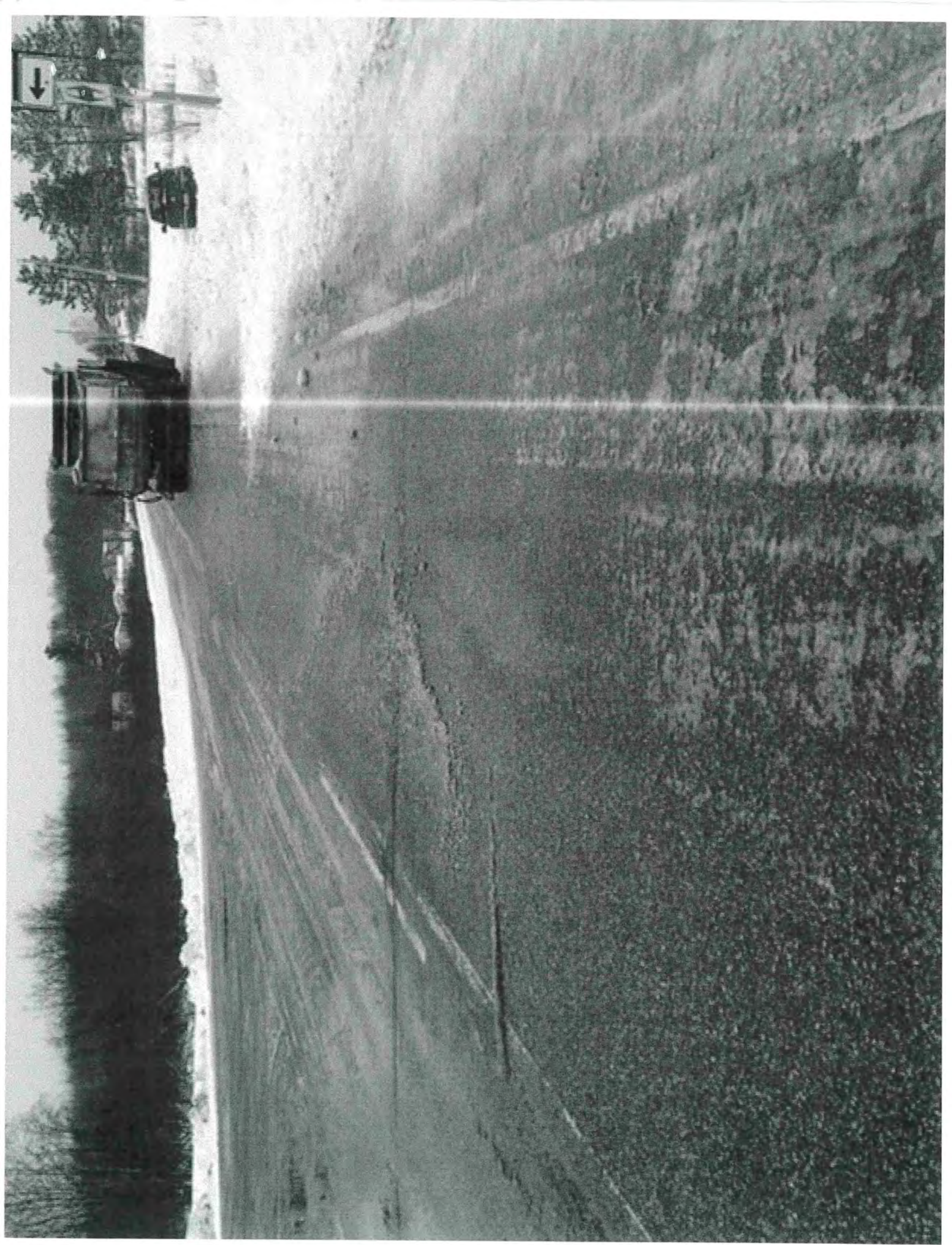
T.L.C. Towing
 359 Maple Street • P.O. Box 74
 Birmahood, Wisconsin 54414-0074
 Phone: 715/449-2997
 Cell: 715/573-2886

T.L.C. AUTO BODY, LLC

NAME <i>Tim Wayne</i>	PHONE NO.	DATE <i>12/17/15</i>	TIME ARRIVE SERVICESMAN	AM PM	TIME NOTIFIED REC'D BY	AM PM
ADDRESS <i>237139 North Park Rd</i>	UNIT NO.	VEHICLE NO.	RELEASE IN	WRECK	HOIST TOW	
CITY <i>Birmahood WI</i>	STATE <i>WI</i>	ZIP <i>54414</i>	VEHICLE NO.	FLAT TIRE	HOIST TOW	
YEAR AND MAKE <i>2014 Dodge</i>	COLOR <i>gray</i>	DITCH	GAS	ROAD SERVICE CHARGE	MELEGE CHARGE	150.00
COMMENTS, INSTRUCTIONS, LOCATION: <i>In ditch on Hwy 80-00</i>						
<i>paid via card</i>						
DATE IN	DATE OUT	TOTAL DAYS	PER DAY	TOTAL STORAGE	SUBTOTAL	150.00
NOTIFIED BY	TOW TO	WHO NOTIFIED MSP PD SO	OFFICER	SALES TAX	TOTAL	158.25
POF	RELEASE	HOLD				
SIGNATURE <i>[Signature]</i>						
WE CAN NOT BE HELD RESPONSIBLE FOR DAMAGE RESULTING FROM FAULTY TIRES, BUMPERS, BRACKETS, ETC.						









MARATHON COUNTY 4 YEAR FINANCIAL PROJECTIONS
Expenditure Assumptions

2019	2020	2021	2022	2023	2024	Appropriation Unit
2.0%	2.0%	1.0%	2.0%	2.0%	2.0%	Salaries /Wages
3.0%	5.0%	9.0%	7.0%	7.0%	3.5%	Health Insurance
0.2%	0.25%	0.30%	0.3%	0.2%	0.0%	WRS
1.0%	2.0%	3.0%	3.0%	3.0%	3.0%	Dental
2.0%	-44.0%	0.0%	1.0%	2.0%	2.0%	Workers Compensation
-10.0%	0.0%	10.0%	5.0%	2.0%	1.0%	Unemployment
0.0%	1.5%	1.0%	2.0%	2.0%	2.0%	Other insurance
1.1%	3.7%	2.7%	3.1%	3.2%	2.5%	Total Personnel
0.0%	4.8%	4.8%	15.3%	0.4%	0.7%	Debt Service
0.0%	2.5%	1.0%	1.5%	1.5%	2.0%	Operating
1.0%	0.0%	2%	2%	2%	2%	Capital
0.0%	0.0%	0%	0%	0%	0%	Intergovernmental
0	0	0	0	0	0	Working Capital Return