

Wednesday, October 9<sup>th</sup>, 2024  
4:30PM

Tomahawk City Hall  
23 N 2<sup>nd</sup> Street, Tomahawk, WI

## COMMITTEE MEMBERS

MICKEY LOKA  
DISTRICT 1  
CHAIRPERSON

PAT HASKIN  
DISTRICT 1

JEFF KAHLE  
DISTRICT 2

DALE ERNST  
DISTRICT 2

STEVE "DING" BARTZ  
DISTRICT 3

The Committee meeting will be held both in person and virtually. If you are attending remotely, you can do so by either of the following ways:

**US Toll Free:**  
1-888-475-4499  
**Access Code:**  
903 385 0484  
**Passcode:** 54487

-OR-

Via a smart device or computer:  
[www.zoom.com](http://www.zoom.com)

## AGENDA

- A. **Call to Order**
- B. **Public Comments** – During this item on the agenda the Committee listens to oral comments from members of the public on non-agenda items. When speaking please state your name and limit your time to five minutes.
- C. **Other Business**
  - 1. Review of City Owned Property
    - a. Invitation to Bid – Six Vacant Parcels, Set Minimum Bids
    - b. Unknown Lands at the End of Pine Ave
    - c. Bradley Co. River Frontage
    - d. General Discussion
- D. **Set Time and Date of Next Meeting(s)**
  - 1. October 28<sup>th</sup>, 2024 at 4:30 p.m. – Budget Meeting
  - 2. October 29<sup>th</sup>, 2024 at 5:15 p.m. – Regular Meeting
- E. **Meeting Adjournment**

Any additions to this agenda will be added to the original posted at City Hall. Any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Clerk-Treasurer at City Hall, 453-4040, at least three days prior to the meeting so any necessary arrangements can be made to accommodate each request.

# Invitation to Bid

## City of Tomahawk Land for Sale

Parcel Number	Legal Description	Proposed Minimum Bid
Parcel 1:	State Road 86 286-3406-044-0002 LOTS 1-2-10 LAKE MOHAWKSIN ADD'N DEDICATED TO PUBLIC FOR PARK PURPOSES	
Parcel 2:	State Road 86 286-3406-044-0002 LOTS 1-2-10 LAKE MOHAWKSIN ADD'N DEDICATED TO PUBLIC FOR PARK PURPOSES	
Parcel 3:	King Road LOT 21 SUNSET BLV'D 2ND ADD'N	
Parcel 4:	Deer Park Road 286-3506-341-0256 LOT 5 DEER PARK SUB-DIV EX PCL DESC IN D0570179 EX FLOW WPS CORP (TAX EXEMPT)	
Parcel 5:	Deer Park Road 286-3506-341-0145 LOT 6 DEER PARK SUB-DIV EX FLOW WPS CORP	
Parcel 6:	Deer Park Road 286-3506-341-0256 LOT 9 DEER PARK SUB-DIV EX COM AT N 1/4 CNR SEC 34; S21°21'40"E 1407.60' TO POB; S04°32'33"W 190.30'; S04°32'33"W 98.00'; N84°04'54"E 19.09'; N01°32'46"E 288.83'; ARC CURVE 769.00' RADIUS, CNCV SLY, 4..00' BRG 80°44'30"W 4.00' TO POB	

Any special assessments, judgements, or liens shall be the liability of the purchaser. All sales shall be sealed bids specifying a fixed dollar amount. Each bid shall be accompanied by a cashier's check or money order, in the amount of 10% of the bid made payable to the City of Tomahawk. The deposit of the unsuccessful bidders shall be returned. The deposit of the successful bidder shall be retained as down payment, with the balance due to be paid within 30 days after notice of acceptance. Bidder acknowledges that failure to make payment within 30 days after notice of acceptance is mailed shall result in a forfeiture of your deposit without further notice of legal recourse. If successful bidder defaults on the property purchase, at the City's discretion, it will be offered to the next eligible successful bidder on the property on the same terms and conditions. IF the 2<sup>nd</sup> eligible bidder declines or defaults on the purchase then the parcel will again be offered for sale when practicable. All conveyances are by Quit Claim Deed.

The Committee reserves the right to reject any and all bids and accept the bid most advantageous to the City, and every bid less than the minimum bid established shall be rejected. Properties are sold in "as it, where is" condition. City of Tomahawk makes no warrant as to boundaries or acreages or any other matters on properties offered for sale.

Mail bids to: City of Tomahawk, 23 N 2<sup>nd</sup> St, PO Box 269 Tomahawk, WI 54487 in an envelope clearly marked "LAND BID – PARCEL # \_\_\_\_\_".

Sealed bids will be accepted at the Clerk's Office until \_\_\_\_\_ on \_\_\_\_\_  
\_\_\_\_\_. Bids will be opened at the Finance Committee meeting scheduled at \_\_\_\_\_ on \_\_\_\_\_  
\_\_\_\_\_.

For further information, contact the Clerk's Office at 715-453-4040 or [abartz@tomahawkwi.gov](mailto:abartz@tomahawkwi.gov).



# CITY OF TOMAHAWK

23 N 2<sup>ND</sup> STREET  
MAIL: PO BOX 469  
TOMAHAWK, WI 54487  
(715) 453-4040  
EMAIL: abartz@tomahawkwi.gov  
www.cityoftomahawkwi.com

## BID AND PURCHASE AGREEMENT

I/We \_\_\_\_\_

adult(s) residing at \_\_\_\_\_

\_\_\_\_\_ (“Purchaser”) hereby agree to purchase Parcel

Number \_\_\_\_\_ from the City of Tomahawk subject to the terms and conditions set forth herein.

1. The purchase price (total amount) for the real estate shall be \$\_\_\_\_\_. Bids must specify a fixed dollar amount as a purchase price. Purchaser agrees to pay the purchase price (less deposit) and deed recording fees in cash, cashier’s check or money order within thirty (30) days of acceptance of this Bid and Purchase Agreement by the City of Tomahawk.
2. Purchasers’ performance may not be dependent on the happening of a contingency (e.g. financing, sale of real estate, etc.).
3. A deposit, in the form of cash, cashier’s check or money order payable to the “City of Tomahawk”, in a sum equal to ten percent (10%) of the total purchase price, must accompany this Bid and Purchase Agreement. If this Bid and Purchase Agreement is accepted by the City of Tomahawk and the Purchaser defaults, Purchaser shall forfeit this sum to the City of Tomahawk.
4. Conveyance shall be by quit claim deed. A quit claim deed passes any title, interest or claim which the grantor may have in the real estate, but does not profess that such title is valid, nor does it contain any warranty or guaranty of title. Purchaser shall be the grantee.
5. No abstract of title or title insurance will be provided by the City of Tomahawk to Purchaser.
6. Any special assessments, judgments or liens shall be the liability of the Purchaser.
7. The real estate shall be sold “as is – where is”, and Purchaser must trust his/her own inspection. City of Tomahawk makes no representations as to (without limitation by enumeration) zoning and planning laws or regulations, land use, dimensions or actual legal boundaries of the land, acreage, access to the land, topography of the land, drainage patterns of the land and neighboring properties, wetlands on the property, floodplain areas, soil type or quality, water supply or quality, or other natural or man-made features or characteristics of the real estate. City of Tomahawk makes no representations as to the availability of community services such as sewage disposal, waste disposal, electricity, natural gas/fuel oil/propane gas, road maintenance, snow plowing, police protection, fire protection or other services or conveniences. City of Tomahawk will not undertake the responsibility for inspection, replacement, repair, remediation and/or clean-up of wells, septic systems, holding tanks, mound systems, structures, environmental hazards or pollution, or hazardous waste or materials located over, beneath, in or on the real estate.
8. If this sale is set aside for any reason in the future, the City of Tomahawk’s liability to Purchaser is limited to the return of the purchase price. Purchaser shall have no further recourse against the City of Tomahawk.

9. The City of Tomahawk reserves the right to reject any and all bids or to accept those it deems in good faith to be most advantageous to the City of Tomahawk.

Criteria used by the City of Tomahawk in determining the acceptance of a bid may include:

- a. Adequacy of the bid price
- b. The proposed use of the real estate
- c. Whether the land will be subject to real estate taxes
- d. The sale which is most advantageous to City of Tomahawk

The City of Tomahawk may give preferential consideration to bids submitted by former owners or his/her heirs, or adjacent property owners.

- 10. If the City of Tomahawk determines that two (2) or more of the bids are acceptable, the bids are equal, all criteria are met and either or all sales would be equally advantageous to the City, the sale of said property will be determined by coin flip with the winner being awarded the parcel at the price he/she bid.
- 11. Any time constraint set forth herein may be extended at the discretion of the City of Tomahawk.
- 12. The City of Tomahawk reserves the right to waive irregularities, informalities and technical defects in bid proposals.
- 13. This Bid and Purchase Agreement (and Invitation to Bid) constitutes the entire agreement between the Purchaser and the City of Tomahawk, and no oral statements or promises shall be valid or binding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

BIDDER(S)/PURCHASER(S)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

THIS BID AND PURCHASE AGREEMENT MUST BE FULLY COMPLETED, LEGIBLY WRITTEN OR TYPED, AND MAY NOT BE ALTERED. THIS BID AND PURCHASE AGREEMENT, AND DEPOSIT, MUST BE SEALED IN AN ENVELOPE, LABELED "LAND BID – PARCEL NUMBER: \_\_\_\_\_" AND DELIVERED TO AND RECEIVED BY THE CLERK’S OFFICE, 23 N 2<sup>ND</sup> STREET, TOMAHAWK, WI 54487 BY THE DATE INDICATED.