



OFFICIAL PUBLIC NOTICE

MEETING OF THE FINANCE COMMITTEE

TUESDAY, MARCH 05, 2024 AT 5:30 PM

COUNCIL ROOM, MUNICIPAL BUILDING, 450 S. MAIN ST., RICHLAND CENTER, WI 53581

TEAMS Meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTU5OWU2YzktOGZhOS00YjEyLTk2Y2EtMzdmM2QyYTQ5MjBl%40thread.v2/0?context=%7b%22Tid%22%3a%2214038f70-880a-4544-99f2-5408da444e94%22%2c%22Oid%22%3a%2220a2cb6e-5013-48b7-acae-ea44f9362dd0%22%7d

Meeting ID:

278 402 497 831

Passcode:

vZyuJM

AGENDA

CALL TO ORDER *Roll Call for the meeting, determine whether a quorum is present; determine whether the meeting has been properly noticed.*

APPROVAL OF MINUTES *Motion to waive the reading and approve the minutes of the last meeting.*

1. Minutes of February 6, 2024

PAYMENT OF BILLS

2. Bills of March 5, 2024

CLERK/TREASURER'S REPORT

ECONOMIC DEVELOPMENT DIRECTOR REPORT

3. Director's Report

DISCUSSION AND ACTION ITEMS

4. Consider Offers and Sale of City Owned Lot at 291 N Jefferson St.
5. Richland Center Cemetery GIS Project Proposal
6. Resolution to Accept A Non-Monetary Donation of a Kayak Landing
7. Purchase of Snow Blower
8. Resolution Authorizing CDBG Loan Transfer from SWCAP to Lydia's House Ministries

SET NEXT MEETING DATE - *April 2nd Conflict with General Election*

ADJOURN

Posted this 1st day of March, 2024 by 4:30 PM.

Copy to the official newspaper the Richland Observer.

Aaron Joyce, City Clerk/Treasurer

PLEASE NOTE: That upon reasonable notice, a minimum of 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact Ashley Oliphant, City Administrator at 450 S. Main St., Richland Center, WI. 53581 or call 608-647-3466. Notice is hereby given that the council members who are not members of this committee may attend this meeting so as to constitute a quorum of the city council. Any such council member attendance will be for information gathering, discussion, and/or related purposes and will not result in the direct decision making by the city council at the committee meeting. The City of Richland Center is an equal opportunity employer, provider, and lender.

COUNCIL ROOM, MUNICIPAL BUILDING, 450 S. MAIN ST., RICHLAND CENTER, WI 53581

AGENDA

CALL TO ORDER: Meeting was called to order at 5:15 PM. Members present were Ryan Cairns and Karin Tepley.

APPROVAL OF MINUTES: Cairns motioned to approve the Finance Committee minutes of January 2, January 10, and January 29, 2024 as presented. Seconded by Tepley. Motion carried 2-0.

PAYMENT OF BILLS: Motion by Cairns to approve the 02/06/2024 bills as presented. Seconded by Tepley. Motion carried 2-0.

CLERK/TREASURER'S REPORT: Clerk Joyce reported that 2023 tax collection has concluded and went smoothly. Nearly \$6-million was collected. Settlements with the taxing jurisdictions will take place in the coming days. Year-end and early-year payroll transitions have taken place. Joyce reported that two excessive tax assessment claims have been filed and will be referred to the city attorney.

ECONOMIC DEVELOPMENT DIRECTOR'S REPORT: Economic Development Director Jasen Glasbrenner reported that work has been done on the Panorama Estates development, which will be before the Common Council this evening. Glasbrenner also said that work has been done on bringing in a hotel to the city, wayfinding and entrance signs, TIF district planning, Stori Field development planning, and the Highway 14 traffic study. He added that the CDI grant for Los Amigos has been approved and he has participated in the CEDS project, which is a 5-county economic development strategy.

CLOSED SESSION: Motion by Tepley to enter into closed session pursuant to Wis. Stat, Sec 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility; 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and 19.85(1)(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. The committee will consider a request to authorize continued financial management services from Southwest Wisconsin Regional Planning Commission. Seconded by Cairns. Motion approved at 5:34 PM.

****Closed Session****

Motion by Tepley to reconvene into open session and vote on matters discussed during closed session. Seconded by Cairns. Motion carried 2-0 at 6:04 PM.

Motion by Tepley to recommend to the Common Council to authorize extending the contract with Southwestern Wisconsin Regional Planning Commission for the services of the Local Government Services Specialist for financial and planning purposes at a cost not to exceed the budgeted amount. Seconded by Cairns. Motion carried 2-0.

Item 1.

DISCUSSION AND ACTION ITEMS

6. **Review bids received for the Phase 3, 2024 Eighth Street Utility and Roadway Improvements Project:**

Andy Zimmer of MSA presented. Zimmer noted that five bid for the project were received, with G-Pro Excavating being the lowest bidder. Zimmer noted that G-Pro did Phase #2 in 2023. The Utility Commission has approved the bid pending council approval of Public Works portion of the project. The Public Works portion is \$377,854.49. The bids were reviewed by the Public Works Committee on January 11th and G-Pro Excavating's bid was recommended for council approval. Zimmer explained that when a prequalification process is used, the low bid must be accepted. City and utility formed a prequalification committee and previously reviewed the potential bidders. Motion by Tepley to recommend to council the approval of Phase #3 of the 8th Street Project in the amount of \$377,854.49 for the Public Works portion of the project. Seconded by Cairns. Motion carried 2-0.

7. **Request to Amend the Financial Policy to Include Payment Plans**

City Administrator Ashley Oliphant noted that this topic was discussed in December. She asked for an amendment to financial policy to allow for payment plans. It would establish procedures and guidelines to have a payment plan for those who need it. Motion by Tepley to recommend to the Common Council to amend the City of Richland Center's Financial Policy to authorize payment plans in accordance with the standard operating procedures for payment plans. Seconded by Cairns. Motion carried 2-0.

8. **Land Acquisition from Hill Country Rentals, LLC**

Glasbrenner noted that seven parcels were subject to the negotiation that was authorized by the Finance Committee on January 10th. Six parcels are on the block bound by Orange Street and N. Jefferson Street north of the current downtown Kwik Trip. The seventh parcel is at 278 W. Court Street. Glasbrenner stated that the total purchase price for all parcels is \$650,000 plus associated costs totaling \$25,000. The anticipated closing of lots 1-6 would be in mid-2024, and an anticipated closing of the 7th parcel in early 2025. As part of the initial closing of lots 1-6, the seller would remove structures on Parcel 1 (276-2100-2880), while the city would complete an environmental study on all parcels and apply for an environmental liability exemption (§292.11(9)(e)). As agreed upon for the closing of Parcel 7 (276-2100-0570), the city would lease Parcel 7 back to the seller at a rate of \$750 per month. Glasbrenner said the city could execute the purchase with cash on hand, noting the current RLF Business Savings and TIF Affordable Housing Extension fund balance could be utilized. Motion by Cairns to recommend to the Common Council to authorize city personnel to carry out the acquisition of land owned by Hill Country Properties using cash on hand at a cost not to exceed \$675,000. Seconded by Tepley. Motion carried 2-0.

9. **Bid for City Wayfinding and Entrance Sign Fabrication and Installation**

This item was reviewed by the Planning Commission. Four bids were received for the project, which is to be completed no later than April 30, 2024. Greeley Signs was the low bidder at \$36,801 and funding for the project would be from ARPA funds. Motion by Tepley

to recommend to the Common Council the award of the wayfinding and entrance sign fabrication and installation bid to Greeley Signs for an amount not to exceed \$36,801. Seconded by Cairns. Motion carried 2-0.

Item 1.

10. Landfill Monitoring Services Agreement

This is a continuation of service contract from Mitech at a cost of \$9,700 for 2024. Mitech has provided the service to the city since 2016. The Richland Center Landfills are monitored twice annually, in March and September, per WDNR requirements. All sampling and analysis are completed in accordance with all applicable State and Federal codes and in accordance with the current sampling plans for the landfills. The cost of the monitoring is part of the landfill budget. Motion by Tepley to recommend to the Common Council to approve the contract in the amount of \$9,700 with Mitech with funds coming from the 2024 landfill budget. Seconded by Cairns. Motion carried 2-0.

11. Furnace Replacements

Spencer Reed noted that during Klingaman's annual inspection of the furnaces, it was discovered that both the furnace that serves the municipal building main office and the furnace that serves the Police Department command room were experiencing problems and expending extra CO. Klingaman recommended that both be replaced rather than repair the units. Motion by Tepley to recommend to the Common Council the approval to purchase a new Bryant two stage 120,000 BTU furnace at a cost not to exceed \$5,100, and a new Bryant two stage 40,000 BTU furnace not to exceed \$3,700, both from Klingaman Heating & Cooling, with funding from the 2024 Building & Grounds Building Repair Outlay budget line item. Seconded by Cairns. Motion carried 2-0.

12. Skid Steer Purchase

It was noted that the 2013 Gehl skid steer that has been used in the Park & Grounds department will no longer be up for lease by Simpson Tractor. Due to the Building and Grounds Department's need for a skid steer to dig graves and assist with snow removal, Simpson's Tractor has offered to sell the 2013 Gehl 4640 skid steer that the Buildings and Grounds Department has been leasing to the city. It's considered in excellent condition and the backhoe attachment would be included at no added cost. Motion by Cairns to recommend to the Common Council to approve the purchase of a 2013 Gehl 4640 skid steer from Simpson's Tractor at a cost not to exceed \$20,000. Seconded by Tepley. Motion carried 2-0.

13. Community Center Water Heater Replacement

Administrator Oliphant noted that this was an emergency project that had to take place. The current water heater at the community center had a leak at the bottom and flooded the utility room. Rayzek Plumbing recommended replacing the water heater, which has since taken place. This was considered an emergency situation which did not allow for the normal approval process. No action is needed. This is for information purposes only.

SET NEXT MEETING DATE

The next Finance Committee meeting will be Tuesday, March 5th at 5:30 PM.

ADJOURN

Motion by Tepley to adjourn. Seconded by Cairns. Motion carried 2-0 at 6:25 PM.

Minutes respectfully submitted by Aaron Joyce, City Clerk.

Item 1.

City of Richland Center

Payment Approval Report - Finance Committee

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Report dates: 2/7/2024-3/5/2024 - *Unpaid*

Mar 05, 2024 03:45PM

Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount
02/12/2024				
02-12-2024 PARK BD				
WILSON, COLTON	01/28/2024	01-28-24 REFEREE PYMT-WILSON	10-46610-000 RECREATION FE	70.00
Total CITY GENERAL FUND:				70.00
02/14/2024				
(0)				
AFLAC	02/14/2024	AFLAC AFLAC AFTER TAX Pay Period: 2/9/202	10-22240-000 EMPLOYEE SHA	116.28
AFLAC	02/14/2024	AFLAC AFLAC PRE TAX Pay Period: 2/9/2024	10-22240-000 EMPLOYEE SHA	101.14
RICHLAND CENTER POLI	02/14/2024	UNION DUES POLICE UNION DUES Pay Perio	10-22410-000 POLICE DEPT UN	211.50
SECURIAN FINANCIAL G	02/14/2024	LIFE INSURANCE LIFE INSURANCE - SP/DEP	10-22230-000 EMPLOYEE SHA	13.60
SECURIAN FINANCIAL G	02/14/2024	LIFE INSURANCE LIFE INSURANCE Pay Peri	10-22230-000 EMPLOYEE SHA	114.46
SECURIAN FINANCIAL G	02/14/2024	LIFE INSURANCE LIFE INSURANCE Pay Peri	10-22230-000 EMPLOYEE SHA	149.89
WI Dept of EE Trust Funds	02/14/2024	WRS WRS Additional Pay Period: 2/9/2024	10-22200-000 EMPLOYEE SHA	70.00
WI Dept of EE Trust Funds	02/14/2024	WRS WRS RETIREMENT Pay Period: 2/9/2024	10-22200-000 EMPLOYEE SHA	2,297.02
WI Dept of EE Trust Funds	02/14/2024	WRS WRS RETIREMENT Pay Period: 2/9/2024	10-22200-000 EMPLOYEE SHA	2,297.02
WI Dept of EE Trust Funds	02/14/2024	WRS PROTECTIVE W/ SS Employee Pay Peri	10-22200-000 EMPLOYEE SHA	2,281.49
WI Dept of EE Trust Funds	02/14/2024	WRS PROTECTIVE W/ SS Employee Pay Peri	10-22200-000 EMPLOYEE SHA	4,734.90
WI DEPT OF REVENUE	02/14/2024	SWT TAXES STATE WITHHOLDING TAX Pay	10-22120-000 W/H TAXES-STAT	2,437.31
Total CITY GENERAL FUND:				14,824.61
SECURIAN FINANCIAL G	02/14/2024	LIFE INSURANCE LIFE INSURANCE - SP/DEP	20-22230-000 LIB EMPLOYEE S	2.40
SECURIAN FINANCIAL G	02/14/2024	LIFE INSURANCE LIFE INSURANCE Pay Peri	20-22230-000 LIB EMPLOYEE S	7.38
SECURIAN FINANCIAL G	02/14/2024	LIFE INSURANCE LIFE INSURANCE Pay Peri	20-22230-000 LIB EMPLOYEE S	10.18
WI Dept of EE Trust Funds	02/14/2024	WRS WRS RETIREMENT Pay Period: 2/9/2024	20-22200-000 LIB EMPLOYEE S	502.51
WI Dept of EE Trust Funds	02/14/2024	WRS WRS RETIREMENT Pay Period: 2/9/2024	20-22200-000 LIB EMPLOYEE S	392.11
WI DEPT OF REVENUE	02/14/2024	SWT TAXES STATE WITHHOLDING TAX Pay	20-22120-000 LIBRARY STATE	227.17
Total LIBRARY FUND:				1,141.75
02/16/2024				
WI Dept of EE Trust Funds	02/28/2024	Feb 2024 Utility WRS	10-14500-000 A/R - GENERAL R	14,546.26
Total CITY GENERAL FUND:				14,546.26
02/29/2024				
(0)				
AFLAC	02/29/2024	AFLAC AFLAC AFTER TAX Pay Period: 2/23/20	10-22240-000 EMPLOYEE SHA	116.30
AFLAC	02/29/2024	AFLAC AFLAC PRE TAX Pay Period: 2/23/2024	10-22240-000 EMPLOYEE SHA	101.15
INTERNAL REVENUE SE	02/29/2024	FICA/FED TAXES SOCIAL SECURITY Pay Peri	10-22130-000 W/H TAXES-FICA/	3,971.80
INTERNAL REVENUE SE	02/29/2024	FICA/FED TAXES FEDERAL WITHHOLDING T	10-22110-000 W/H TAXES-FEDE	4,944.30
INTERNAL REVENUE SE	02/29/2024	FICA/FED TAXES SOCIAL SECURITY Pay Peri	10-22130-000 W/H TAXES-FICA/	3,971.80
INTERNAL REVENUE SE	02/29/2024	FICA/FED TAXES MEDICARE Pay Period: 2/23	10-22130-000 W/H TAXES-FICA/	928.88
INTERNAL REVENUE SE	02/29/2024	FICA/FED TAXES MEDICARE Pay Period: 2/23	10-22130-000 W/H TAXES-FICA/	928.88
RICHLAND CENTER POLI	02/29/2024	UNION DUES POLICE UNION DUES Pay Perio	10-22410-000 POLICE DEPT UN	211.50
SECURIAN FINANCIAL G	02/29/2024	LIFE INSURANCE LIFE INSURANCE - SP/DEP	10-22230-000 EMPLOYEE SHA	13.60
SECURIAN FINANCIAL G	02/29/2024	LIFE INSURANCE LIFE INSURANCE Pay Peri	10-22230-000 EMPLOYEE SHA	114.47
SECURIAN FINANCIAL G	02/29/2024	LIFE INSURANCE LIFE INSURANCE Pay Peri	10-22230-000 EMPLOYEE SHA	149.95
WI Deferred Compensation	02/29/2024	DEFERRED COMP DEFERRED COMP AFTER	10-22310-000 PYRL DED-WI DE	81.77
WI Deferred Compensation	02/29/2024	DEFERRED COMP DEFERRED COMPENSATI	10-22310-000 PYRL DED-WI DE	260.00

City of Richland Center

Payment Approval Report - Finance Committee
Report dates: 2/7/2024-3/5/2024

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Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount
WI Deferred Compensation	02/29/2024	DEFERRED COMP DEFERRED COMP AFTER	10-22310-000 PYRL DED-WI DE	100.00
WI Dept of EE Trust Funds	02/29/2024	WRS WRS Additional Pay Period: 2/23/2024	10-22200-000 EMPLOYEE SHA	70.00
WI Dept of EE Trust Funds	02/29/2024	WRS WRS RETIREMENT Pay Period: 2/23/202	10-22200-000 EMPLOYEE SHA	2,297.02
WI Dept of EE Trust Funds	02/29/2024	WRS WRS RETIREMENT Pay Period: 2/23/202	10-22200-000 EMPLOYEE SHA	2,297.02
WI Dept of EE Trust Funds	02/29/2024	WRS PROTECTIVE W/ SS Employee Pay Peri	10-22200-000 EMPLOYEE SHA	2,325.72
WI Dept of EE Trust Funds	02/29/2024	WRS PROTECTIVE W/ SS Employee Pay Peri	10-22200-000 EMPLOYEE SHA	4,826.71
WI DEPT OF REVENUE	02/29/2024	SWT TAXES STATE WITHHOLDING TAX Pay	10-22120-000 W/H TAXES-STAT	2,469.07
Total CITY GENERAL FUND:				30,179.94
INTERNAL REVENUE SE	02/29/2024	FICA/FED TAXES FEDERAL WITHHOLDING T	20-22110-000 LIBRARY FEDER	255.61
INTERNAL REVENUE SE	02/29/2024	FICA/FED TAXES SOCIAL SECURITY Pay Peri	20-22130-000 LIBRARY FICA/M	475.26
INTERNAL REVENUE SE	02/29/2024	FICA/FED TAXES SOCIAL SECURITY Pay Peri	20-22130-000 LIBRARY FICA/M	475.26
INTERNAL REVENUE SE	02/29/2024	FICA/FED TAXES MEDICARE Pay Period: 2/23	20-22130-000 LIBRARY FICA/M	111.15
INTERNAL REVENUE SE	02/29/2024	FICA/FED TAXES MEDICARE Pay Period: 2/23	20-22130-000 LIBRARY FICA/M	111.15
SECURIAN FINANCIAL G	02/29/2024	LIFE INSURANCE LIFE INSURANCE - SP/DEP	20-22230-000 LIB EMPLOYEE S	2.40
SECURIAN FINANCIAL G	02/29/2024	LIFE INSURANCE LIFE INSURANCE Pay Peri	20-22230-000 LIB EMPLOYEE S	7.38
SECURIAN FINANCIAL G	02/29/2024	LIFE INSURANCE LIFE INSURANCE Pay Peri	20-22230-000 LIB EMPLOYEE S	10.19
WI Dept of EE Trust Funds	02/29/2024	WRS WRS RETIREMENT Pay Period: 2/23/202	20-22200-000 LIB EMPLOYEE S	400.79
WI Dept of EE Trust Funds	02/29/2024	WRS WRS RETIREMENT Pay Period: 2/23/202	20-22200-000 LIB EMPLOYEE S	400.79
WI DEPT OF REVENUE	02/29/2024	SWT TAXES STATE WITHHOLDING TAX Pay	20-22120-000 LIBRARY STATE	179.98
Total LIBRARY FUND:				2,429.96
03/05/2024				
03-12-2024 COUNCIL				
JELINEK, GRETCHEN	01/31/2024	01-2024 ASSESSOR SERVICES	10-51600-560 ASSESSOR/CON	1,665.00
JELINEK, GRETCHEN	02/28/2024	02-2024 ASSESSOR SERVICES	10-51600-560 ASSESSOR/CON	1,665.00
PEOPLES COMMUNITY B	03/05/2024	PETTY CASH FOR MAKING CHANGE-COMMU	10-11001-000 CASH ON HAND	75.00
Total CITY GENERAL FUND:				3,405.00
Grand Totals:				66,597.52

City of Richland Center

Payment Approval Report - Finance Committee
Report dates: 2/7/2024-3/5/2024Page: 3
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Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount
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The bills presented on this day (excluding any Library Fund invoices) having been referred to the Finance and Budget Committee, and said committee having duly investigated and audited these bills, hereby make the following recommendation:

THAT THE CITY BILLS PRESENTED ON THIS DAY BE PAID, WITH THE FOLLOWING ADJUSTMENTS AND/OR EXCEPTIONS:

Dated:

Finance:

Filed in the office of the City Clerk/Treasurer

Report Criteria:

Invoices with totals above \$0.00 included.
Only unpaid invoices included.

City of Richland Center

Payment Approval Report
Report dates: 2/7/2024-3/5/2024*- Paid*Page: 1
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Report Criteria:

Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
02/07/2024								
3609	PITNEY BOWES, INC	PBP #4811269	1/11/2024 POSTAGE METER RE	01/11/2024	457.90	457.90	02/08/2024	
2921	RHYME BUSINESS PRODUCTS-	35429987	35429987-Standard Lease Payme	12/04/2023	397.33	397.33	02/08/2024	
2921	RHYME BUSINESS PRODUCTS-	35651017	CITY COPIERS INV #35651017	01/04/2024	420.06	420.06	02/08/2024	
2921	RHYME BUSINESS PRODUCTS-	35651017	CITY COPIERS BLACK IMAGE O	01/04/2024	11.83	11.83	02/08/2024	
2921	RHYME BUSINESS PRODUCTS-	35651017	CITY COPIERS COLOR IMAGES	01/04/2024	422.17	422.17	02/08/2024	
2921	RHYME BUSINESS PRODUCTS-	35651017	CITY COPIERS COLOR COPIES	01/04/2024	36.85	36.85	02/08/2024	
2921	RHYME BUSINESS PRODUCTS-	35862321	CITY COPIERS MONTHLY PAYM	02/05/2024	420.06	420.06	02/08/2024	
2921	RHYME BUSINESS PRODUCTS-	35572432	COMMUNITY CENTER COPIER	12/25/2023	164.49	164.49	02/08/2024	
2921	RHYME BUSINESS PRODUCTS-	35572432	COMMUNITY CENTER BLACK C	12/25/2023	8.27	8.27	02/08/2024	
2921	RHYME BUSINESS PRODUCTS-	35796431	COMMUNITY CENTER COPIER	01/26/2024	164.49	164.49	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	DEC VOUCH	DEC VOUCHER FROM PR - REV	12/31/2023	341.98-	341.98-	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 24 REVER	Jan 24 Reverse Voucher from PR	01/31/2024	574.29-	574.29-	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 REV	FEB 2024 REVERSE PR VOUCH	02/02/2024	280.18-	280.18-	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	803.48	803.48	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	17.19	17.19	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	15.85	15.85	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	6.01	6.01	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	33.15	33.15	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	35.00	35.00	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	201.33	201.33	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	25.54	25.54	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	51.42	51.42	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	33.01	33.01	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	23.00	23.00	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	159.05	159.05	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	615.28	615.28	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	17.19	17.19	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	15.85	15.85	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	6.01	6.01	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	33.15	33.15	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	35.00	35.00	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	201.33	201.33	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	25.54	25.54	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	65.53	65.53	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	33.01	33.01	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	23.00	23.00	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	114.46	114.46	02/08/2024	
Total CITY GENERAL FUND:					3,896.38	3,896.38		
3289	SECURIAN FINANCIAL GROUP,	DEC VOUCH	DEC VOUCHER FROM PR - REV	12/31/2023	19.96-	19.96-	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 24 REVER	Jan 24 Reverse Voucher from PR	01/31/2024	39.93-	39.93-	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 REV	FEB 2024 REVERSE PR VOUCH	02/02/2024	19.97-	19.97-	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	45.48	45.48	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	JAN 2024 LIFE	JAN 2024 LIFE INSURANCE	01/01/2024	7.38	7.38	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	46.42	46.42	02/08/2024	
3289	SECURIAN FINANCIAL GROUP,	FEB 2024 LIFE	FEB 2024 LIFE INSURANCE	02/01/2024	7.38	7.38	02/08/2024	
Total LIBRARY FUND:					26.80	26.80		

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3592	KOELSCH, BEN	02-2024	JAN CABLE SPONSORSHIP	01/31/2024	1,933.75	1,933.75	02/08/2024	
3592	KOELSCH, BEN	01-2024	JAN CABLE SPONSORSHIP	01/31/2024	1,933.75	1,933.75	02/08/2024	
Total CITY GENERAL FUND:					3,867.50	3,867.50		
02-08-2024 PROP & PW								
3786	ALLSTATE PETERBILT GROUP	5604282498	ACCT #17906-STREET DEPT	01/17/2024	382.40	382.40	02/15/2024	
3786	ALLSTATE PETERBILT GROUP	5204211938	ACCT #17906-STREET DEPT	01/08/2024	257.84	257.84	02/15/2024	
3188	AUTO VALUE PARTS STORES	529097828	ACCT #529000051-STREET DEP	01/16/2024	151.90	151.90	02/15/2024	
3188	AUTO VALUE PARTS STORES	529097629	ACCT #529000051-STREET DEP	01/08/2024	79.76	79.76	02/15/2024	
3188	AUTO VALUE PARTS STORES	529098345	ACCT #529000051-STREET DEP	02/05/2024	31.25	31.25	02/15/2024	
31	BADGER WELDING SUPPLY, IN	3805105	ACCT #12213-STREET DEPT	12/31/2023	38.75	38.75	02/15/2024	
58	BROOKS TRACTOR INC	702045	ACCT #16712000-STREET DEPT	01/31/2024	1,453.99	1,453.99	02/15/2024	
1713	NAPA AUTO PARTS	601725	ACCT #1320-STREET DEPARTM	01/10/2024	89.16	89.16	02/15/2024	
3587	PIONEER PRINT CO LLC	5153	INV #5153-PUBLIC WORKS SHI	01/04/2024	224.50	224.50	02/15/2024	
2944	PREMIER CO-OP	12-2023 STRE	ACCT #4671541-STREET DEPT	12/31/2023	5,413.96	5,413.96	02/15/2024	
354	RICHLAND COUNTY HIGHWAY	SEP23	ACCT #38-STREET DEPARTME	09/30/2023	5,577.09	5,577.09	02/15/2024	
3692	SCHMITZ JANITORIAL SUPPL	13908	STREET DEPT INV #13908	02/07/2024	137.00	137.00	02/15/2024	
455	WALSH'S ACE HARDWARE	502956	ACCT #100601-STREET DEPT	01/24/2024	25.51	25.51	02/15/2024	
455	WALSH'S ACE HARDWARE	503097	ACCT #100601-STREET DEPT	01/26/2024	69.05	69.05	02/15/2024	
455	WALSH'S ACE HARDWARE	503242	ACCT #100601-STREET DEPT	01/30/2024	103.39	103.39	02/15/2024	
Total CITY GENERAL FUND:					14,035.55	14,035.55		
02-08-2024 PW & PROP								
45	BINDL TIRE & AUTO, LTD	956735	PARK DEPT INV #9956735	12/07/2023	22.50	22.50	02/15/2024	
857	HOLIDAY WHOLESale	1627346	ACCT #702701-PARKS & GROU	01/18/2024	350.12	350.12	02/15/2024	
3528	KLINGAMAN HEATING & COOL	2350	INV #2350-STREET DEPT HEAT	01/15/2024	119.95	119.95	02/15/2024	
1713	NAPA AUTO PARTS	601362	ACCT #1300-PARKS/GROUNDS	01/04/2024	200.99	200.99	02/15/2024	
290	NATURE'S WAY PORTABLE UNI	55315	INV #55315-PARK PORTABLES	12/31/2023	530.00	530.00	02/15/2024	
290	NATURE'S WAY PORTABLE UNI	55404	LANDFILL INV #55404	12/31/2023	160.00	160.00	02/15/2024	
290	NATURE'S WAY PORTABLE UNI	55570	INV #55570-PARK PORTABLES	01/31/2024	457.00	457.00	02/15/2024	
290	NATURE'S WAY PORTABLE UNI	55576	LANDFILL INV #55576	01/31/2024	190.00	190.00	02/15/2024	
2944	PREMIER CO-OP	12-2024 PARK	ACCT #4670821-PARKS & GRO	12/31/2023	1,718.46	1,718.46	02/15/2024	
3893	REYZEK PLUMBING LLC	1146	INV #1146-COMM CENTER	01/16/2024	4,469.99	4,469.99	02/15/2024	
455	WALSH'S ACE HARDWARE	501911	ACCT #100567-PARKS DEPT	01/04/2024	23.55	23.55	02/15/2024	
455	WALSH'S ACE HARDWARE	501971	ACCT #100567-PARKS DEPT	01/05/2024	24.09	24.09	02/15/2024	
455	WALSH'S ACE HARDWARE	502563	ACCT #100567-PARKS DEPT	01/17/2024	17.99	17.99	02/15/2024	
455	WALSH'S ACE HARDWARE	502632	ACCT #100567-PARKS DEPT	01/18/2024	13.10	13.10	02/15/2024	
455	WALSH'S ACE HARDWARE	503071	ACCT #100567-PARKS DEPT	01/26/2024	465.12	465.12	02/15/2024	
455	WALSH'S ACE HARDWARE	503169	ACCT #100567-PARKS DEPT	01/29/2024	24.98	24.98	02/15/2024	
455	WALSH'S ACE HARDWARE	503601	ACCT #100567-PARKS DEPT	02/06/2024	19.78	19.78	02/15/2024	
455	WALSH'S ACE HARDWARE	503552	ACCT #100601-STREET DEPT	02/05/2024	68.76	68.76	02/15/2024	
Total CITY GENERAL FUND:					8,876.38	8,876.38		
02/12/2024								
02-12-2024 PARK BD								
3785	CAPITAL ONE	1653390854	ACCT #621034-PARKS & REC	01/19/2024	121.01	121.01	02/15/2024	
2728	CHROME FIREWORKS AND DIS	2704	2024 FIREWORKS DOWN PYMT	01/16/2024	7,500.00	7,500.00	02/15/2024	
3497	COMMERCIAL RECREATION SP	0024496	RECREATION INV #0024496	02/01/2024	297.25	297.25	02/15/2024	
1960	GUNDLACH, MAX	01-28-2024 GU	01-28-24 REFEREE PYMT-GUN	01/28/2024	105.00	105.00	02/08/2024	
3975	KAYE, KYLEA	01292024	GYM RENTAL REIMBURS	01/29/2024	260.00	260.00	02/15/2024	
3099	MIEDEN, JODI	02022024 WP	HOTEL/GAS/PARKING REIMB-J	02/02/2024	110.86	110.86	02/15/2024	
392	SHOPPING NEWS, INC	122322251	ACCT #22251-RECEIPT BOOKS	12/31/2023	138.47	138.47	02/15/2024	
464	WIL-KIL PEST CONTROL	4812158	ACCT #210363-COMMUNITY CT	01/22/2024	76.55	76.55	02/15/2024	

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502	WPRA	7380	REGISTRATION-J MIEDEN	01/19/2024	325.00	325.00	02/15/2024	
Total CITY GENERAL FUND:					8,934.14	8,934.14		
02/13/2024								
(0)								
1030	INTERNAL REVENUE SERVICE	PR1215231	FICA/FED TAXES SOCIAL SECU	12/22/2023	581.25	581.25	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR1215231	FICA/FED TAXES SOCIAL SECU	12/22/2023	581.25	581.25	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR1215231	FICA/FED TAXES MEDICARE P	12/22/2023	135.94	135.94	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR1215231	FICA/FED TAXES MEDICARE P	12/22/2023	135.94	135.94	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR1215231	FICA/FED TAXES FEDERAL WIT	12/22/2023	683.47	683.47	02/16/2024	
Total CITY GENERAL FUND:					2,117.85	2,117.85		
02/14/2024								
(0)								
1030	INTERNAL REVENUE SERVICE	PR0209241	FICA/FED TAXES SOCIAL SECU	02/14/2024	3,823.26	3,823.26	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR0209241	FICA/FED TAXES FEDERAL WIT	02/14/2024	4,820.47	4,820.47	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR0209241	FICA/FED TAXES SOCIAL SECU	02/14/2024	3,823.26	3,823.26	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR0209241	FICA/FED TAXES MEDICARE P	02/14/2024	894.15	894.15	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR0209241	FICA/FED TAXES MEDICARE P	02/14/2024	894.15	894.15	02/16/2024	
3965	WI Deferred Compensation	PR0209241	DEFERRED COMP DEFERRED	02/14/2024	95.67	95.67	02/16/2024	
3965	WI Deferred Compensation	PR0209241	DEFERRED COMP DEFERRED	02/14/2024	260.00	260.00	02/16/2024	
3965	WI Deferred Compensation	PR0209241	DEFERRED COMP DEFERRED	02/14/2024	100.00	100.00	02/16/2024	
Total CITY GENERAL FUND:					14,710.96	14,710.96		
1030	INTERNAL REVENUE SERVICE	PR0209241	FICA/FED TAXES FEDERAL WIT	02/14/2024	356.00	356.00	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR0209241	FICA/FED TAXES SOCIAL SECU	02/14/2024	548.72	548.72	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR0209241	FICA/FED TAXES SOCIAL SECU	02/14/2024	548.72	548.72	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR0209241	FICA/FED TAXES MEDICARE P	02/14/2024	128.31	128.31	02/16/2024	
1030	INTERNAL REVENUE SERVICE	PR0209241	FICA/FED TAXES MEDICARE P	02/14/2024	128.31	128.31	02/16/2024	
Total LIBRARY FUND:					1,710.06	1,710.06		
02/16/2024								
3462	ARROW ENERGY	144083	Inv #144083, 4,074 Gals @ \$4.18/	01/04/2024	17,030.11	17,030.11	02/16/2024	
3966	WI Dept of EE Trust Funds	MARCH 2024	MARCH 2024 HEALTH INSURAN	02/20/2024	37,684.08	37,684.08	02/20/2024	
3966	WI Dept of EE Trust Funds	MARCH 2024	MARCH 2024 HEALTH INSURAN	02/20/2024	11,570.30	11,570.30	02/20/2024	
3966	WI Dept of EE Trust Funds	MARCH 2024	MARCH 2024 HEALTH INSURAN	02/20/2024	45,380.22	45,380.22	02/20/2024	
3966	WI Dept of EE Trust Funds	JAN 2024 UTIL	Jan 2024 Utility WRS	01/31/2024	15,288.28	15,288.28	02/29/2024	
482	WI DEPT OF REVENUE-AV FUE	JAN 2024 FUE	Jan 2024 Fuel Tax Report	01/31/2024	8.46	8.46	02/16/2024	
Total CITY GENERAL FUND:					126,961.45	126,961.45		
3966	WI Dept of EE Trust Funds	MARCH 2024	MARCH 2024 HEALTH INSURAN	02/20/2024	509.18	509.18	02/20/2024	
3966	WI Dept of EE Trust Funds	MARCH 2024	MARCH 2024 HEALTH INSURAN	02/20/2024	3,106.48	3,106.48	02/20/2024	
Total LIBRARY FUND:					3,615.66	3,615.66		
02/19/2024								
02-19-2024 LIBRARY								
694	BAKER & TAYLOR	2038022341	ACCT #L408232-ADULT ACCT	01/03/2024	229.65	229.65	02/20/2024	
694	BAKER & TAYLOR	2038038752	ACCT #L408232-ADULT ACCT	01/16/2024	382.41	382.41	02/20/2024	
694	BAKER & TAYLOR	2038063824	ACCT #L408232-ADULT ACCT	01/26/2024	140.38	140.38	02/20/2024	
694	BAKER & TAYLOR	2038070095	ACCT #L408232-ADULT ACCT	01/31/2024	595.67	595.67	02/20/2024	

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694	BAKER & TAYLOR	2038032105	ACCT #L4275042-YOUTH ACCT	01/09/2024	273.99	273.99	02/20/2024	
694	BAKER & TAYLOR	2038053144	ACCT #L4275042-YOUTH ACCT	01/19/2024	98.13	98.13	02/20/2024	
694	BAKER & TAYLOR	2038065246	ACCT #L4275042-YOUTH ACCT	01/29/2024	254.27	254.27	02/20/2024	
3730	CITY UTILITIES-BILLS	02-2024 EL LIB	EL/WA/SE-LIBRARY	02/08/2024	499.52	499.52	02/20/2024	
3730	CITY UTILITIES-BILLS	02-2024 WA LI	EL/WA/SE-LIBRARY	02/08/2024	115.23	115.23	02/20/2024	
3903	EGOLDFAX	EGOLD-12056	LIBRARY INV #EGOLD-1205644	01/26/2024	29.99	29.99	02/20/2024	
3903	EGOLDFAX	EGOLD-12059	LIBRARY INV #EGOLD-1205928	02/14/2024	29.99	29.99	02/20/2024	
2783	FRONTIER	02-2024 LIBRA	ACCT #60864764440101655-LIB	02/01/2024	352.24	352.24	02/20/2024	
2055	MIDWEST TAPE	504919766	ACCT #2000006521-LIBRARY	01/16/2024	284.66	284.66	02/20/2024	
2055	MIDWEST TAPE	504986735	ACCT #2000006521-LIBRARY	01/30/2024	34.49	34.49	02/20/2024	
2921	RHYME BUSINESS PRODUCTS-	35905051	LIB COPIER INV #35905051	02/08/2024	245.60	245.60	02/20/2024	
2497	SCHINDLER ELEVATOR CORPO	8106466199	ACCT #1149548-LIBRARY ELEV	02/01/2024	2,530.25	2,530.25	02/20/2024	
3906	VISA	01-2024 VISA	LIBRARY ACCT ENDING #6931	01/31/2024	82.89	82.89	02/20/2024	
3906	VISA	01-2024 VISA	LIBRARY ACCT ENDING #6931	01/31/2024	15.93	15.93	02/20/2024	
3906	VISA	01-2024 VISA	LIBRARY ACCT ENDING #6931	01/31/2024	100.64	100.64	02/20/2024	
3906	VISA	01-2024 VISA	LIBRARY ACCT ENDING #6931	01/31/2024	9.78	9.78	02/20/2024	
3906	VISA	01-2024 VISA	LIBRARY ACCT ENDING #6931	01/31/2024	112.99	112.99	02/20/2024	
3906	VISA	01-2024 VISA	LIBRARY ACCT ENDING #6931	01/31/2024	14.99	14.99	02/20/2024	
3906	VISA	01-2024 VISA	LIBRARY ACCT ENDING #6931	01/31/2024	293.66	293.66	02/20/2024	
808	WE ENERGIES	01-2024 LIBRA	ACCT #071370497000001-LIBRA	02/06/2024	413.00	413.00	02/20/2024	
Total LIBRARY FUND:					7,140.35	7,140.35		

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3	A T & T MOBILITY	287327444101	ACCT #287327444101-ECON DE	01/27/2024	5.32	5.32	02/22/2024	
14	ALLIANT ENERGY/WPL	02-2024 TERM	ACCT #8290837462-TERMINAL	02/01/2024	130.48	130.48	02/22/2024	
14	ALLIANT ENERGY/WPL	02-2024-HWY	ACCT #1036510000-HANGAR	02/09/2024	73.04	73.04	02/22/2024	
14	ALLIANT ENERGY/WPL	02-2024 HWY	ACCT #1601850000-HWY80 SHE	02/12/2024	18.97	18.97	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 STRE	EL BILLS-FLOODWARNING	02/08/2024	13.73	13.73	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 STRE	EL/WA/SE STREET SHOP	02/08/2024	319.59	319.59	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 STRE	EL BILLS-LANDFILL	02/08/2024	142.34	142.34	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 STRE	EL BILLS-STREET LIGHTS	02/08/2024	7,626.88	7,626.88	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 SHEL	EL/WA/SE-SHELTERS	02/08/2024	381.48	381.48	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 CITY	EL/WA/SE-RR DEPOT	02/08/2024	93.93	93.93	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 CITY	EL/WA/SE-PARK SHOP	02/08/2024	133.18	133.18	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 CITY	EL/WA/SE-MUN BLDG	02/08/2024	944.10	944.10	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 CITY	EL/WA/SE-COMM CENTER	02/08/2024	1,229.28	1,229.28	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 CITY	EL/WA/SE-CEMETERY	02/08/2024	120.50	120.50	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 CITY	EL BILLS-AQUATIC CENTER	02/08/2024	374.83	374.83	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 CITY	EL/WA/SE-MUN BLDG EV STATI	02/08/2024	39.30	39.30	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 CITY	EL/WA/SE-AUDITORIUM EV STA	02/08/2024	36.75	36.75	02/22/2024	
3730	CITY UTILITIES-BILLS	02-2024 CITY	EL/WA/SE-PARK BILLS	02/08/2024	974.78	974.78	02/22/2024	
2783	FRONTIER	02-2024 LAND	ACCT #60864784960208235-LAN	02/08/2024	92.46	92.46	02/22/2024	
2783	FRONTIER	02-2024 AIRP	ACCT #60864742370209235-AIR	02/09/2024	105.00	105.00	02/22/2024	
2783	FRONTIER	02-2024 TERM	ACCT #60838309690209235-TE	02/21/2024	105.00	105.00	02/22/2024	
1035	GENUINE TELECOM	02-2024 MUN	ACCT #20300-ASSESSOR	02/20/2024	35.38	35.38	02/22/2024	
1035	GENUINE TELECOM	02-2024 MUN	ACCT #20300-MAYOR	02/20/2024	35.38	35.38	02/22/2024	
1035	GENUINE TELECOM	02-2024 MUN	ACCT #20300-BLDG INSPECTO	02/20/2024	36.88	36.88	02/22/2024	
1035	GENUINE TELECOM	02-2024 MUN	ACCT #20300-CITY DSL	02/20/2024	213.00	213.00	02/22/2024	
1035	GENUINE TELECOM	02-2024 MUN	ACCT #20300-CLERK	02/20/2024	128.28	128.28	02/22/2024	
1035	GENUINE TELECOM	02-2024 POLIC	ACCT #641500- PD	02/20/2024	149.02	149.02	02/22/2024	
1035	GENUINE TELECOM	02-2024 PARK	ACCT #73700-PARK SHOP	02/20/2024	5.00	5.00	02/22/2024	
1035	GENUINE TELECOM	02-2024 PARK	ACCT #73700-CC ALARM	02/20/2024	36.88	36.88	02/22/2024	
1035	GENUINE TELECOM	02-2024 PARK	ACCT #73700-COMM CENTER	02/20/2024	264.77	264.77	02/22/2024	
1035	GENUINE TELECOM	02-2024 STRE	ACCT #641600-STREET SHOP	02/20/2024	36.13	36.13	02/22/2024	
2651	PITNEY BOWES GLOBAL	3318710085	ACCT #0016680642-POSTAGE	02/09/2024	192.30	192.30	02/22/2024	

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433	U S CELLULAR	0634548421	ACCT #854828109-FLOODWAR	02/10/2024	40.51	40.51	02/22/2024	
808	WE ENERGIES	02-2024 CITY	ACCT #070047605100002-A/C P	02/06/2024	23.80	23.80	02/22/2024	
808	WE ENERGIES	02-2024 CITY	ACCT #070047605100001-RR D	02/06/2024	160.46	160.46	02/22/2024	
808	WE ENERGIES	02-2024 CITY	ACCT #070047605100005-COM	02/06/2024	671.39	671.39	02/22/2024	
808	WE ENERGIES	02-2024 CITY	ACCT #070047605100006-MUN	02/06/2024	556.41	556.41	02/22/2024	
808	WE ENERGIES	02-2024 CITY	ACCT #070852515300001-MEYE	02/06/2024	201.52	201.52	02/22/2024	
808	WE ENERGIES	02-2024 CITY	ACCT #070894498700001-STRE	02/06/2024	662.10	662.10	02/22/2024	
808	WE ENERGIES	02-2024 CITY	ACCT #070014806400001-CEME	02/06/2024	90.54	90.54	02/22/2024	
808	WE ENERGIES	02-2024 CITY	ACCT #071031598000001-PARK	02/06/2024	261.54	261.54	02/22/2024	
808	WE ENERGIES	02-2024 CITY	ACCT #070047605100003-A/C C	02/06/2024	9.24	9.24	02/22/2024	
3381	WICONNECT WIRELESS LLC	207067	INV #207067-AIRPORT INTERNE	02/01/2024	59.99	59.99	02/22/2024	
464	WIL-KIL PEST CONTROL	4826982	ACCT #210363-COMM CENTER	02/08/2024	76.55	76.55	02/22/2024	
464	WIL-KIL PEST CONTROL	4827158	ACCT #131539-MUN BLDG	02/08/2024	63.30	63.30	02/22/2024	
464	WIL-KIL PEST CONTROL	4826235	ACCT #133002-LANDFILL	02/07/2024	63.30	63.30	02/22/2024	
Total CITY GENERAL FUND:					17,034.61	17,034.61		
Grand Totals:					212,927.69	212,927.69		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Only paid invoices included.

Areas of Focus		
Housing	Workforce Retention & Attraction	Quality of Life Amenities

Primary Projects	(2/7/2024 to 3/5/2024)	Director, Jasen Glasbrenner
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Panorama Estates - Buildings 2&3

- Communication with Developer, City Attorney and Ehlers to advance finalization of Development Agreement

Hill Country Rental, LLC - Property Acquisition Project

- Work towards completion of Purchase Agreement
- Solicited quotes for Phase1 Environmental Study

Hotel Project

- Deep review of financial proforma to discern need of City development incentive

Redevelopment Authority - Community Development Authority

- Continued research and discussions with consultants on renewing agency of RDA or moving to CDA for redevelopment in core of City

Wayfinding & Entrance Sign Project

- Work with sign company to advance sign fabrication project

TIF District Planning - City Boundaries

- Work with Regional Planning Commission on possible TIF District boundaries in areas of the City
- Nearing end of preliminary work and report to City Committees for review
- Work with Regional Planning Commission on City Boundary project

City Lot at 291 N Jefferson St.

- Worked on multiple inquiries and received two offers for consideration at the March 5th Finance Committee and Council Meetings

Lamont Subdivision Development

- Continued conversations with developer on next stages

MSA Traffic Study of HWY 14 E

- Completed public presentation to Planning Commission on 2/28/2024
- Must submit final comments for final draft
- Solicited Bids for engineering assistance for additional review of key intersection by DOT

CEDS Project Participation

- Work with Southwestern Wisconsin Regional Planning commission on regional Comprehensive Economic Development Strategy involving Richland, Grant, Iowa, Lafayette, and Green counties.
- Meeting held on Feb 6th for Richland County & Feb 16th for the entire region
- Attended Prosperity Southwest Wisconsin meeting on Feb 16th for regional Economic Development

EHLERS Seminar

- Attended Ehlers Public Finance educational seminar in Wisconsin Dells on 2/15/2024

Retail Projects

- Conversation continue with retailers, property owners, and my office

CITY OF RICHLAND CENTER

AGENDA ITEM COVER SHEET

Item 4.

Agenda Item: Consider Offers and Potential Sale of City Owned Lot at 291 N Jefferson St.

Meeting Dates: Finance Committee 3/5/2024; Common Council 3/5/2024

Requested by: Jasen Glasbrenner - Economic Development Director

Background:

- This lot is part of a redevelopment program involving a partnership between the City and the County.
- County took this lot and blighted buildings because of back taxes and sold to the City for \$1.
- City agreed to demo the buildings and work towards redeveloping the sight into a valuable community asset and tax generating property.
- The zoning of designation of this this lot is Commercial General which allows for a duplex up to a 4 unit residential structure. City is requiring buyer to build a residential structure.
- Two offers for the property have been received:
 - **Offer 1 – From Shade Thompson - Received 2/27/2024**
 - Amount of offer = \$5,500 for the lot.
 - Buyer agrees to execute the Development Agreement which requires a \$10,000 performance guarantee to be held by the City.
 - The offer is contingent upon a variance from rear yard setback (reduce from 20ft to 15ft) with variance proceedings to be executed by the City at no cost to the buyer.
 - Plan is to build a duplex
 - **Offer 2 – From ENS Development - Received 3/1/2024**
 - Amount of offer = \$6,000 (w/ \$500 sliding clause to \$15K) for the lot.
 - Buyer agrees to execute the Development Agreement which requires a \$10,000 performance guarantee to be held by the City.
 - Plan is to build a duplex

Staff Recommendation: Accept one of the offers for redevelopment of the lot at 291 N Jefferson St.

Financial Impact / Funding Source:

Income from sales proceeds, less associated closing costs.

Requested Action by Finance Committee:

Motion to recommend to the Common Council to authorize personnel to complete the sale of 291 N. Jefferson St. to ENS Development, LLC.

Requested Action by Common Council:

Motion to authorize personnel to complete the sale of 291 N. Jefferson St. to ENS Development, LLC.

Attachments:

- Shade Thompson Offer to Purchase
- ENS Development Offer to Purchase
- Copy of Draft of Development Agreement for 291 N Jefferson St.

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON February 27, 2024 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, _____
4 offers to purchase the Property known as 291 N Jefferson

5 _____
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-658, or attach
7 as an addendum per line 680] in the City of Richland Center, County
8 of Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Fifteen Thousand, Five Hundred
10 _____ Dollars (\$ 15,500.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: NA

13 _____
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: NA

18 _____
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-658 or in**
27 **an addendum per line 680.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before March 29, 2024

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

36 **CLOSING** This transaction is to be closed on May 31, 2024

37 _____
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 500.00 will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
50 _____) **STRIKE THOSE NOT APPLICABLE**

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

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

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

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

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____ , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and **VLDR to be received by buyer on or before acceptance of Offer To Purchase.**

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, le

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas tran
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **NA** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 680).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Residential Property (Duplex)

252 _____
253 _____
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____
275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE**:

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
278 ☐ water _____; ☐ telephone _____; ☐ cable _____;
279 ☐ other _____

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

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

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

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 **NA INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **x FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 **Community First Bank/CONV** [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within 30 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 10,000.00 for a term of not less than 30 years, amortized over not less than 30 years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple

sources or obtaining a construction loan or land contract financing, describe at lines 650-658 or in an addendum a per line 680. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

■ **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☒ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within 20 days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

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

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 ☒ **NA CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 ☒ **NA BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 ☐ Proof of bridge loan financing.

450 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 ☒ **NA SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION:** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ☒ **STRIKE ONE** ("Buyer" if neither is
465 stricken).

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

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

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

471 Real estate taxes shall be prorated at closing based on ☒ **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

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

475 ☐ Current assessment times current mill rate (current means as of the date of closing).

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

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

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

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

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

537 _____
538 _____. Insert additional terms, if any, at lines 650-658 or attach as an addendum per line 680.

539 **DEFINITIONS**

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

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 650-658 or in an addendum attached per line 680, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 651 1. Buyer to pay \$15,500.00 for Lot (291 N Jefferson St Richland Center WI)
652 2. Per Developers Agreement City will hold \$10,000.00 of purchase price as deposit to be
653 disputed determined by Section 3.
654 3. Variance for year yard setback to be 15ft and at no cost to buyer.
655 4. City to install new curb in areas of old unused cutouts
656
657
658

659 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
660 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
661 662-677.

662 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
663 line 664 or 665.

664 Name of Seller's recipient for delivery, if any: _____
665 Name of Buyer's recipient for delivery, if any: _____
666 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:
667 Seller: (_____) Buyer: (_____) _____
668 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
669 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
670 line 673 or 674.
671 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
672 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
673 Address for Seller: _____
674 Address for Buyer: _____
675 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.
676 Email Address for Seller: jasen.glasbrenner@richlandcenterwi.gov
677 Email Address for Buyer: shashashade32@yahoo.com
678 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
679 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
680 ☒ **ADDENDA**: The attached Developers Agreement is/are made part of this Offer.
681 This Offer was drafted by [Licensee and Firm] _____

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

694 (x) _____
695 Buyer's Signature ▲ Print Name Here ► Date ▲

696 (x) _____
697 Buyer's Signature ▲ Print Name Here ► Date ▲

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

702 (x) Shade Thompson Shade Thompson 02/27/2024
703 Seller's Signature ▲ Print Name Here ► Date ▲

704 (x) _____
705 Seller's Signature ▲ Print Name Here ► Date ▲

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

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

708 This Offer is rejected _____ This Offer is countered [See attached counter] _____
709 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Approved by the Wisconsin Real Estate Examining Board
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

Page Item 4. 3

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** 02/29/2024 **[DATE] IS (AGENT OF BUYER)**

2 ~~**(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)**~~ **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, ENS Developments LLC - Elijah L. Adams ENS Dev. LLC-Nathan P. Olson & Scotty D. Wallace

4 offers to purchase the Property known as 291 N Jefferson St

5 276-2100-0420

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7 attach as an addendum per line 686] in the city Richland Center of Richland Center,

8 County of Richland Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is six Thousand

10 Dollars (\$ 6,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____

13

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____

18

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before 03/08/2024.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

36 **CLOSING** This transaction is to be closed on no later than 03/15/2024

37

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 500 will be mailed, or commercially, electronically
48 or personally delivered within 7 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
50 Title company) **STRIKE THOSE NOT APPLICABLE**

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

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

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

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

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated **, _____ , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 ** vacant land disclosure to be completed by seller within 5 business days of accepted offer.

100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, le

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas tran
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a

181 lease agreement or an extension of credit from an electric cooperative.

182 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance

183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,

184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation

185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,

186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with

187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This

188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice

189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or

190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**

192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**

193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**

194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)

196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive

197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders

198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the

199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the

200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL

201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan

202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,

203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program

204 and may result in the assessment of penalties. For more information call the local DNR forester or visit

205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that

207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural

208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.

209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's

210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such

212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the

213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or

214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.

216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant

217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as

218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.

219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service

220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with

222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000

223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards

224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that

225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must

226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.

227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland

228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares

230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**

232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,

234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely

235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning

236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses

237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,

238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental

239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the

240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain

241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
 243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
 245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
 246 lines 256-281 shall be deemed satisfied unless Buyer, within 7 days ("30" if left blank) after acceptance, delivers: (1)
 247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
 248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
 249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
 250 checked at lines 256-281.

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

252

253

254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
 255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
 257 251-255.

258 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
 259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
 260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
 262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
 263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
 264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
 265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
 267 tank; ☐ other: _____

268 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
 269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☒ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
 272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
 273 related to Buyer's proposed use: _____

274

275 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
 276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE**:

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;

278 ☐ water _____; ☐ telephone _____; ☐ cable _____;

279 ☐ other: _____

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

282 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
 283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
 284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
 286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
 288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
 289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
 290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
 291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
 292 Property, the location of improvements, if any, and: _____

293

294 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
 295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
 296 dimensions; total acreage or square footage; easements or rights-of-way.

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

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
 300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
 301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
 302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within 7 days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

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

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

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425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
 426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
 428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
 436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
 438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
 439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
 440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
 441 bridge loan shall not extend the closing date for this Offer.

442 ☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
 443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
 444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

449 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
 450 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

451 Other: _____

452 _____
 453 _____
 454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
 456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
 457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
 458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
 459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
 460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
 461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
 463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
 464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is
 465 stricken).

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

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

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

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

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

475 ☐ Current assessment times current mill rate (current means as of the date of closing).

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

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

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

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

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

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1. This a cash offer.

651 2. Development Agreement shall be signed and notarized no later than closing date.

652 3. The developer is responsible for any and all sidewalk replacement that pertains to the lot.

653 4. City warrants that sewer and water laterals are available to the lot on the lot side of the

654 curb. If laterals are not present to the lot as described, the city will cover all costs associated
655 with providing them to that point. The developer is responsible for running laterals the
656 remaining distance to the new building structure and for second water shutoff.

657 5. If requested, the City will remove the tree near the water shut off, but not remove the stump.

658 All other tree removal from the site will be the developer's responsibility and at their cost.

659 6. Buyer is ENS Developments LLC. (Elijah L. Adams, Nathan P Olson. Scotty D. Wallace)

660 7. Buyer shall pay \$500 commission and \$495 Broker Admin Comm to Keller Williams Madison.

661 A total of \$995 shall be paid on day of closing.

662 8. If Seller receives competing offer(s), Buyer agrees to pay \$500 more than competing offer, up
663 to a maximum of \$15,000 provided Seller delivers a copy of the entire offer to Buyer Agent within 2
664 days of receipt of said competing offer. Buyer and Seller then agree to amend the purchase price.

39

**291 N Jefferson St. – MULTI-FAMILY DUPLEX – UP TO FOUR UNIT
(ZONED CG – COMMERCIAL GENERAL)**

Item 4.

DEVELOPER’S AGREEMENT

This Agreement made _____ day of _____ by and between the CITY OF RICHLAND CENTER, a municipal corporation of the State of Wisconsin, hereinafter called “City” and _____, hereinafter called “Developer”.

WHEREAS, Developer has purchased or acquired certain land owned by the City, hereinafter called the “Development Parcel”. The Development Parcel is located at **291 N Jefferson St.** of the **RICHLAND CENTER BLOCK 4 LOT 2** located in the City of Richland Center, Richland County, Wisconsin, and also identified by the **Parcel# 27621000420**; and

WHEREAS, Developer plans to improve the Development Parcel and the City imposes certain requirements which must be provided for; and

WHEREAS, City, at the **March 5th, 2024??**, Common Council meeting, has given approval for the execution of this agreement for the purpose of development,

NOW, THEREFORE and in consideration of the approval of the City to sell the Development Parcel property, the Developer and City promises, covenants, and agrees as follows:

SECTION 1. PARTIES BOUND

This Agreement shall be binding upon the Developer, its heirs, executors, administrators, successors or assigns.

A "Notice of Developer's Agreement" or the “Developer’s Agreement” shall be recorded at the Register of Deeds Office, Richland County, Wisconsin, which shall be legal notice of this agreement.

This Agreement is made in conjunction with the Offer to Purchase (alternatively referred to as “Sales Contract”) and made a part hereof and incorporated by reference herein as part of this Agreement.

SECTION 2. CONSTRUCTION REQUIREMENTS

2.1 - Restricting Type of Development upon Lot.

This lot may be used for the development of a Duplex up to a Four Unit residential structure. (Subject to City Zoning Ordinances).

**291 N Jefferson St. – MULTI-FAMILY DUPLEX – UP TO FOUR UNIT
(ZONED CG – COMMERCIAL GENERAL)
DEVELOPER’S AGREEMENT**

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2.2 - Minimum Building Standards.

The Developer is required to comply with all applicable local, state, and federal law related to this development. Additionally, the Developer agrees to construct the Development according to the following minimum building standards:

- Minimum roof pitch of 4/12;
- Exterior finishes and architectural design elements of front elevation must include multiple design features that may include architectural millwork, window and door trim, shutters, or multiple siding finishes including brick, stone or architectural siding.
- Color of finishes shall be substantially similar or complement the surrounding homes.
- Modular and prefabricated homes shall be allowed.
- Manufactured housing and single or double wide structures with permanent metal frames will not be allowed.

2.3 – Development Review and Approval.

The following items must be reviewed and approved by the Economic Development Director, the City Zoning Staff, and the City Building Inspector prior to the commencement of construction:

- Building Design – Site Plan, Elevations, Construction Plans
- Height of concrete wall or footing above curb elevation
- Exterior Finish Types
- Color Schedules

2.4 – Time of Performance.

The developer shall perform all acts necessary and in good faith to complete construction of the Development within the following schedule:

- A. Developer shall acquire a building permit for the Development within **272 days** from the date of execution of this Agreement. The fulfillment of this requirement shall be determined by a copy of the building permit being provided to the Economic Development Director by the Developer within the same time.

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- B. Developer shall complete excavation for, and installation and backfill of the building foundation within **365 days** from the date of execution of this Agreement. The fulfillment of this requirement shall be determined by scheduling a verification inspection with the Economic Development Director within the same time.
- C. Developer shall have construction completed, indicated by the issuance of an occupancy permit by the City of Richland Center Building Inspector within **545 days** from the date of execution of this Agreement. The fulfillment of this requirement shall be determined by a copy of the occupancy permit being provided to the Economic Development Director by the Developer within the same time.
- D. Time is of the essence.
- E. Failure of Developer to meet the agreed upon completion dates may result in liquidated damages charged against Developer's Performance Deposit as outlined in Section 3 below.

SECTION 3. PERFORMANCE DEPOSIT.

On or before the closing of sale/purchase of the Development Parcel, the Developer shall deliver to the City a Performance Deposit in the amount of **\$10,000.00**. The Performance Deposit shall be retained by the City as security for the faithful performance of Developer's obligations pursuant to the Development Agreement.

- A. Failure by Developer to perform in accordance with Section 2.4 above, shall result in liquidated damages charged against Developer's Performance Deposit as follows:
 - 1. Failure to perform according to Section 2.4 A, shall result in liquidated damages of **\$2,000.**
 - 2. Failure to perform according to Section 2.4 B, shall result in liquidated damages of **\$3,000.**
 - 3. Failure to perform according to Section 2.4 C, shall result in liquidated damages of **\$5,000.**
 - 4. In addition, each subsequent month Developer remains in breach by failing to perform according to Section 2.4 C. shall result in liquidated damages of **\$500.00**

**291 N Jefferson St. – MULTI-FAMILY DUPLEX – UP TO FOUR UNIT
(ZONED CG – COMMERCIAL GENERAL)**

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DEVELOPER'S AGREEMENT

per month. The Developer promises and agrees to pay City liquidated damages of \$500.00 per month until such time Developer performs according to Section 2.4 C.

5. If Developer fails to perform and the City exercises the right to claim the liquidated damages, the City shall notify Developer of the failure to perform and state the amount of liquidated damages charged against Developer.

B. If Developer performs in accordance with Section 2.4 above, the City shall release an amount of the Performance Deposit to Developer as follows:

1. Upon performance of Section 2.4 A the City shall release to Developer **\$2,000.**
2. Upon performance of Section 2.4 B the City shall release to Developer **\$3,000.**
3. Upon performance of Section 2.4 C the City shall release to Developer **\$5,000.**

C. Notwithstanding subsections A and B above, failure by Developer to perform in accordance with any other provision of this Agreement shall entitle the City to charge liquidated damages against Developer in an amount reasonably related to the monetary loss suffered by the City. In addition, the City shall have the right to pursue all claims allowed by law.

SECTION 4. NON-ASSIGNMENT.

Without limiting the rights of the Developer under this Agreement, the Developer agrees that this Agreement and the rights, duties and obligations hereunder shall not be assigned by the Developer without the prior written approval of the City, which approval will not be unreasonably withheld. Any proposed transferee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement.

SECTION 5. FORCE MAJEURE.

If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, then that inability to comply will not constitute breach if: (a) that party uses reasonable efforts to perform those obligations, (b) that party's inability to perform those obligations is not due to its failure to (1) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (2) develop and maintain a

**291 N Jefferson St. – MULTI-FAMILY DUPLEX – UP TO FOUR UNIT
(ZONED CG – COMMERCIAL GENERAL)**

Item 4.

DEVELOPER'S AGREEMENT

reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (c) that party complies with its obligations under the sentences that follow. If a Force Majeure Event occurs, the non-complying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the non-complying party expects it to last. Thereafter the non-complying party shall update that information as reasonably necessary. During a Force Majeure Event, the non-complying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

SECTION 6. LAW APPLICABLE

This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 7. RECORDING OF AGREEMENT

The City will record, at its expense, a copy of this Agreement, or notice of this Agreement, with the Register of Deeds for Richland County.

SECTION 8. NOTICE & DEMANDS

All notices, demands or other communications under this Agreement shall be sufficiently given or delivered when hand-delivered or when mailed by first class mail, postage prepaid, to the parties at the addresses indicated below:

City: Richland Center City Clerk
 450 South Main Street
 Richland Center, WI 53581

Developer:

SECTION 9. AGREEMENT BINDING.

**291 N Jefferson St. – MULTI-FAMILY DUPLEX – UP TO FOUR UNIT
(ZONED CG – COMMERCIAL GENERAL)**

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This Agreement shall be binding upon and inure to the benefit of the parties hereto and each party’s respective representatives, successors, and assigns.

SECTION 10. SEVERABILITY OF PROVISIONS

In the event that one portion of this Agreement, or the application of this Agreement to any extent is deemed invalid or unenforceable by a court of competent jurisdiction, then (unless in the judgment of the Party adversely affected thereby such provision was a material part of the consideration for their entering into this Agreement that without it they would not have entered into the Agreement) the remainder of this Agreement or the application of such provision shall be valid and enforceable to the fullest extent permitted by law.

SECTION 11. THIRD PARTIES

This Agreement is made for the exclusive benefit of the Parties and is not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date of the last signature below.

FOR THE DEVELOPER:

Name:	Date
Title:	

Name:	Date
Title:	

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291 N Jefferson St. – MULTI-FAMILY DUPLEX – UP TO FOUR UNIT
(ZONED CG – COMMERCIAL GENERAL)
DEVELOPER’S AGREEMENT

Item 4.

Personally came before me this ____ day of _____, 2024, the above named
_____, to me known to be the persons who executed the foregoing instrument.

Notary Public, State of Wisconsin

Name: _____

My Commission:

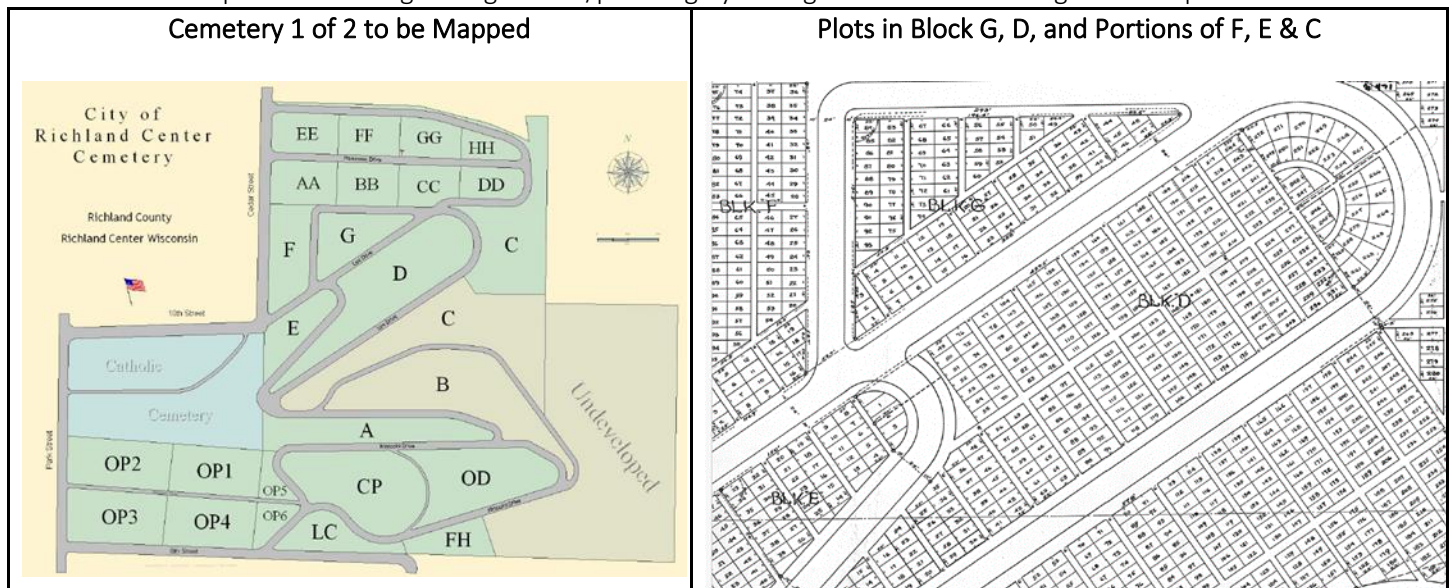
AGENDA ITEM DATA SHEET

Agenda Item: Richland Center Cemetery GIS Project Proposal**Meeting Date:** Tuesday, March 5, 2024**Requested by:** Ashley Oliphant

Background: The City of Richland Center operates two cemeteries – Bowen and Richland Center – with a combined total of over 9,500 sold/occupied lots. With such a vast number of lots, effective operations, record retention and data management are critical. In an effort to improve cemetery operations and public access to information, GIS mapping was explored. Much like with statewide parcel mapping, cemetery plot mapping is an effective way to capture and maintain data while simultaneously providing improved and convenient access to information internally and externally.

Objectives/Goals of Project:

- Record management – one location for all data and consistent data entry.
- Minimize impact of lost institutional knowledge.
- Information/data available to the public on demand 24/7/365.
- Simplify process for locating plots (incorporate GPS coordinates).
- Provide greater accuracy in lot identification (especially related to infill).
- Assist the public in finding the location of deceased loved ones and genealogical research.
- Assist the public in making arrangements/planning by having a visual tool showing available plots.



To move this project forward, Richland Center and Southwestern Wisconsin Regional Plan Commission (SWWRPC) personnel met to determine the scope of the project and review examples of previously completed cemetery GIS projects. [Dodgeville](#), [Fennimore](#), and [Linden](#) each worked with SWWRPC to develop a map with attributes like cemetery section, block and lot, veteran status, name of deceased, date of birth, spouse, date of death, obituary, etc.

Financial Impact/Funding Source: Not to exceed **budgeted amount of \$15,000** in Pool 4 Outlay 10-6100-962. Ongoing annual support fee of \$1,000 to be incorporated into future budgets.

Financial Policy: This is a budgeted expense exempt from the RFP process as outlined below.

Professional Services: As to legal, financial, engineering and consulting services, or any other service that may be considered complex or technical in nature: A request for proposals shall be used when the cost is expected to exceed \$20,000.00 in order to gain information from potential service providers.

Requested Action: To authorize the Administrator to execute a contract with Southwestern Wisconsin Regional Planning Commission for the purpose of cemetery GIS Mapping services at a cost not to exceed \$15,000.

Attachments: SWWRPC Proposal

February 26, 2024

Ashley Oliphant, Administrator
City of Richland Center, Wisconsin
450 South Main Street
Richland Center, WI 53581

Administrator Oliphant:

The Southwestern Wisconsin Regional Planning Commission (SWWRPC) is pleased to submit our proposal for Geographic Information Systems (GIS) mapping of the Richland Center and Bowen Cemeteries. For over 54 years, SWWRPC has been assisting communities develop tools to meet the needs of their citizens, and we would be proud to bring this experience to this Richland Center project.

About SWWRPC

As a not-for-profit extension of local government, SWWRPC offers the communities we serve flexibility and accountability not found in other organizations. We answer to elected and appointed officials from our 5-county region and form and maintain close personal relationships with those we serve. We pride ourselves on finding unique and inventive means of project delivery that meet both the need and budgetary constraints of partner organizations.

Scope of Work

The scope of work outlined below is inclusive of all elements required to establish an on-line GIS system for the Richland Center's cemeteries. Once complete, anyone will be able to search the cemetery database to locate a deceased family member or friend and find the exact location of their gravestone. This has proven to be beneficial for not only those searching, but any local organization such as the American Legion who can search cemetery information for individuals with veteran status. Your organization will have all the information needed to manage and maintain these lands, including lot ownership, name of deceased, vacant lots, and an interactive map showing all of this information.

We have previously implemented these systems and found multiple benefits to the communities who adopt them, including improved record keeping, more effective storage of institutional knowledge and information, reduction of the burden on local communities who maintain cemetery records, and a greater facilitation of genealogical research. These benefits provide substantial service to the communities and result in a savings in staff and labor time as well.

Fee Schedule

We've taken great effort in laying out a plan to deliver these services in a way that is efficient and inclusive of your budgetary concerns. GIS Coordinator Jaclyn Essandoh and GIS Planner Austin Coppernoll will oversee all work on the project, including training and management of any city staff working on the data entry for field data collection portions of the project.

Fee schedule – Thanks to the previous and on-going data entry efforts of your city staff, we can build this database and mapping application, including training local staff on the maintenance of the final project, for a total cost of \$15,000.

Schedule

- Project Start – Spring, 2024
- Project Completion – December 31, 2024 or sooner

Maintenance:

During each quarter, city staff will enter data related to new burials or grave site sales into an Excel spreadsheet, forward the information to SWWRPC staff quarterly who will then update the GIS system. Alternatively, SWWRPC may train city staff on the direct entry of this data into the GIS platform if the city's GIS licenses permit this.

The annual cost for maintenance will be \$1,000.00.

References:

We invite you to contact the following partners and clients as references for our other cemetery mapping projects.

- Lauree Aulik, City of Dodgeville Clerk/Treasurer
 - clerk@dodgevillewi.gov / 608-930-2441
- Debi Heisner, City of Fennimore Clerk
 - cityclerk@fennimore.com / 608-822-7271
- Susan Lindner, Village of Linden Clerk
 - clerk@villageoflinden.com / 608-623-2800

Thank for your interest in this project, and for thinking of SWWRPC for your community's needs. Please feel free to contact me at any time if you have questions regarding this proposal.

Sincerely,



Troy Maggied
Executive Director
Southwestern Wisconsin Regional Planning Commission

AGENDA ITEM DATA SHEET

Agenda Items: Purchase of Edge 60" snow blower

Meeting Date: Public Safety – March 5, 2024
City Council – March 5, 2024

Requested by: Spencer Reed, Buildings and Grounds Lead

Background: It was recently learned that the 2019 Virnig VBWB72 snow blower requires a larger hydraulic fluid output than what the Gehl 4640 skid steer can provide, leaving the Virnig VBWB72 snowblower inoperable by any piece of equipment owned by the Buildings and Grounds Department.

Financial Impact: \$4,500.00

Funding Source: Equipment Maintenance/Repair 10-51850-440

Requested Action: Motion to approve the trade in of the Virnig NBWB72 snowblower and purchase a new Edge Model 50504777 60" snowblower from Simpson's Tractor INC.

Attachment(s): Snow blower quote from Simpson's Tractor INC

920-237-9021
Spencer

INVOICE
No. 023601

Simpson's Tractor Inc

1710 US Hwy. 14 East
Telephone (608) 647-6343 • Fax (608) 647-3813
RICHLAND CENTER, WISCONSIN 53581
www.simpsonsfordtractor.com



SOLD TO Richland Center Parks DATE 1-26, 2024
ADDRESS 450 South Main St SALESMAN JLS
RC WI 53581 Terms Strictly Net Cash. No Discount Allowed

DESCRIPTION	PRICE	AMOUNT
Price to trade skid loader mounted snow blowers. used unit Simpson's is taking possession of Brand <u>Vinnig</u> / Serial # <u>148985</u> <u>72" unit, 256pm Hyd</u>		
new unit RC parks will purchase CE Attachments/Edge Brand model <u>50507777</u> <u>60" - 186pm Hyd</u> Serial # unit will have spout rotation, and deflecter controls in cab.		
	price to trade	4500 -
	tax	400
	total	4500 -

USED UNIT - SER. NO.				CASH PRICE		\$
(MAKE)	(MODEL)	(TYPE)		USED UNIT ALLOW	\$	
				CASH DOWN		
				DOWN PAYMENT		
				UNPAID BALANCE		
				FINANCE CHARGE		
				DEFERRED BALANCE		
				PAYMENTS OF		

NOTE: NO ALLOWANCE WILL BE MADE FOR SHORTAGE UNLESS
THIS SLIP IS RETURNED WITH FULL PARTICULARS.

CHECKED BY

RESOLUTION 23-_____

A Resolution Approving the Transfer of A CDBG Grant for Transitional Housing from Southwestern Wisconsin Community Action Program to Lydia's House Ministries

WHEREAS the City of Richland Center previously received a community development block grant ("CDBG") which included funds thereafter loaned to Southwestern Wisconsin Community Action Program ("SWCAP") in exchange for a mortgage against certain real estate, and

WHEREAS the City and SWCAP entered into a Grant Agreement which governed the terms of the loan which included a provision mandating that the mortgaged property would be used as transitional housing, and

WHEREAS SWCAP has expressed a desire to transfer the Agreement, the property, and the loan to Lydia's House Ministries under the same terms agreed to by SWCAP, including the use of the property for transitional housing,

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Richland Center hereby grants approval for the transfer of the CDBG loan, mortgage, and Grant Agreement from SWCAP to Lydia's House Ministries, and

BE IT FURTHER RESOLVED that the City Administrator is authorized to execute any documents necessary to implement the terms of this Resolution, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

APPROVED:

Todd Coppernoll, Mayor

Aaron Joyce, Clerk

AYES: ____

NAYS: ____

Publication Date:

Effective Date:

GRANT AGREEMENT

WHEREAS THIS AGREEMENT is made by and between the City of Richland Center, Richland County, Wisconsin, alternatively referred to herein as the "City", and Lydia's House Ministries, a non-profit corporation having its principal offices at Richland Center, Wisconsin, alternatively referred to herein as "Lydia's House", collectively referred to herein as the "Parties";

AND WHEREAS, the City has previously received a community development block grant (alternatively herein referred to as "CDBG") from the Department of Housing and Urban Development and included therein are funds which can be loaned to Lydia's House for purposes hereinafter set forth;

AND WHEREAS, the parties hereto have reviewed the facts involved and have agreed to the terms and conditions of a loan as hereinafter set forth, including the terms set forth in a separate Promissory Note and Mortgage;

NOW THEREFORE, in consideration of the premises and the covenants and agreements hereinafter contained it is hereby covenanted and agreed by and between the parties hereto as follows, to-wit:

I. STATEMENT OF PERTINENT FACTS RELATING TO PROJECT.

Lydia's House is a nonprofit charitable organization which desires to acquire a property in Richland Center to be used for the purpose of providing 60-to-90-day transitional residential housing for homeless families. The City of Richland Center has in place a prior loan made by the City from CDBG funds to the Southwestern Wisconsin Community Action Program (hereinafter alternatively referred to as "SWCAP"), secured by a mortgage on the property at 929 W. Seminary St., Richland Center, WI.

Lydia's House has agreed with SWCAP that SWCAP will transfer title to the said property to Lydia's House, who will thereafter use the property for providing 60-to-90-day transitional residential housing for homeless families.

The original agreement with SWCAP provided that, in the event that SWCAP transferred the property or ceased using it for the agreed purposes, the said \$75,000.00 grant to SWCAP would have to immediately be repaid to the city. Lydia's House has requested that the City allow the existing \$75,000.00 grant from the City to be in effect transferred to Lydia's House, provided that Lydia's House will use the property for providing 60-to-90-day transitional residential housing for homeless families, which use is acceptable to the City, which would be the new agreed purpose. This the City has agreed to do.

2. LOAN COMMITMENT.

The City hereby agrees to transfer the previous \$75,000.00 indebtedness to the City from the grant funds, previously loaned to SWCAP, to Lydia's House, to enable Lydia's House to accept

the property and to use the property for providing 60-to-90-day transitional residential housing for homeless families. Such transfer of indebtedness shall have the effect of making the \$75,000.00 indebtedness purchase money for the property. No new funds from the City will be given to Lydia's House as any part of this transaction.

3. EVIDENCE OF LOAN AND SECURITY.

3.1 Said loan assumption shall be evidenced by a promissory note from Lydia's House to the City in the amount of Seventy-Five Thousand Dollars (\$75,000.00).

3.2 Such note will be secured by a 1st priority real estate mortgage on the property involved. Lydia's House shall make, execute and deliver to the City a 1st priority real estate mortgage securing said note. If, under the terms of the law the lien of such mortgage would expire, Lydia's House agrees to make, execute and deliver a renewal of the mortgage or other document which will permit the City to retain its mortgage lien and priority.

3.3 No interest shall be charged on the note, other than default interest of 12% in the event there is a default, accruing from the date of the default. No principal payments are required before the note's due date, unless, after default, the note is declared immediately due and payable.

3.4 The due date of the note shall be twenty-five (25) years, after the date of execution of the note, unless prior to such due date the use of the property described herein is discontinued or a conveyance of the property is made prior to the due date by Lydia's House. In such event, the principal amount of said loan plus any default interest will become immediately due and payable. Continuation of use is defined as use for providing 60-to-90-day transitional residential housing for homeless families.

3.5 An exception to the above conveyance provision may but is not required to be determined by the City if it finds that the property was sold or transferred by Lydia's House to another non-profit owner who will continue the use of the property for providing 60-to-90-day transitional residential housing for homeless families on essentially the same terms as were applied by Lydia's House.

3.6 On the due date, if Lydia's House or an approved assignee from Lydia's House is continuing the above use, the City will extend the due date of said note.

4. USE OF LOAN FUNDS.

The loan funds will be used as purchase money for the said property, specifically, by assuming the existing obligation of SWCAP, the prior owner, to the City.

5. PAYMENT BY LYDIA'S HOUSE OF CITY'S COSTS AND FEES.

Lydia's House agrees to pay the costs and attorney's fees of the City's attorney incurred in preparation of the documentation necessary to implement this agreement and relating to the closing of this transaction, not to exceed the sum of \$750.00, plus the cost of mortgagee's title insurance.

6. DEFAULT.

In the event Lydia's House violates any of the terms and conditions of this Agreement, City may give ten (10) day's written notice to Lydia's House to comply and upon failure upon of Lydia's House to remedy or comply City may at its option terminate that project or loan. Such termination may be partial or full and may be temporary or final. City may in case of such default recover funds disbursed for a specific purpose or declare the entire principal immediately due and payable and proceed to recover by foreclosure and/or any other methods available to it for collection under Wisconsin law. These provisions comply to failures because of circumstances beyond the control of Lydia's House but in such instance or instances City may, in its exclusive discretion, modify or waive any of its rights. It is also provided that under any circumstance City may waive any of its rights if it determines that any such default was inadvertent or did not involve lack of good faith on the part of Lydia's House and may waive after remedy.

7. AMENDMENTS.

This agreement may be amended only by mutual agreement of the parties hereto which is expressed in writing. No purported oral amendment shall be binding or effective.

IN WITNESS WHEREOF, the City, pursuant to resolution by the Common Council, enters into this agreement on the date below:

CITY OF RICHLAND CENTER, by:

Todd Coppernoll, Mayor of Richland Center

Date

IN WITNESS WHEREOF, Lydia's House Ministries, pursuant to authority from its Bo'd of Directors has caused this instrument to be executed on its behalf by Walter Orzechowski, its Executive Director, on this day of

[Lydia's House Ministries Representative]

Date