



## OFFICIAL PUBLIC NOTICE

### MEETING OF THE COMMON COUNCIL

TUESDAY, MARCH 05, 2024 AT 6:30 PM

---

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

---

#### 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](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 - AMENDED

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

**APPROVAL OF MINUTES:** *Entertain a motion to waive the reading of the minutes of the last meeting in lieu of printed copies and approve said minutes or correct and approve said minutes.*

1. Minutes of Previous Common Council Meeting(s)

#### APPROVAL OF AGENDA:

2. Agenda of March 5, 2024

#### CITY AND UTILITY DEPARTMENT HEAD REPORTS AND CONCERNS:

**MAYOR AND ALDERPERSONS:** *Committee/Commission/Board Reports and Comments and/or items to be discussed at a future meeting.*

#### TREASURER'S REPORT:

3. Treasurer's Report of February 29, 2024

#### PAYMENT OF BILLS:

4. Bills of March 5, 2024

#### APPOINTMENTS TO VACANT SEATS, COMMITTEES, COMMISSIONS, BOARDS AND CONFIRM APPOINTMENTS:

5. Appointment to Vacant District #3 Alderperson Seat

#### PLANNING COMMITTEE RECOMMENDATIONS AND ACTION:

6. Consider Request to Rezone tax parcel 276-1679-0000, located at 586 N. Main St (former Jefferson School) from CG to R-5 - *Requested by Cary Norman*

#### FINANCE COMMITTEE RECOMMENDATIONS AND ACTION:

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

#### PERSONNEL COMMITTEE RECOMMENDATIONS AND ACTION:

12. Adoption of City Officer Ordinance

#### ITEMS FOR DISCUSSION AND ACTION:

- [13.](#) "Class B" Liquor License Application from RC Tacos, LLC, Carolina Rodriguez agent, for 2320 US Hwy 14 E. and transfer of Class "B" Beer License from 202 S. Orange St. to 2320 US Hwy 14 E effective March 6, 2024
- [14.](#) Temporary Class B Beer & Class B Wine License for Richland County Performing Arts Council on March 23, 2024
- [15.](#) Picnic License Application from St. Mary of the Assumption for April 27, 2024 at 1050 N. Orange Street
- [16.](#) Dissolution of Defunct Committees

**PUBLIC COMMENT:** *No Council action will be taken on any matter originating under this item.*

**SET NEXT MEETING DATE:**

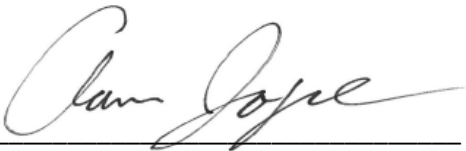
17. Consider Alternate Meeting Date in April to Avoid Conflict with General Election

**CLOSED SESSION**

18. The Chair may entertain a motion to enter into closed session pursuant to Wis. Stat, Sec 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. The Council will consider the investment of public funds.
19. Reconvene in open session pursuant to Wisconsin Stat, Sec 19.85(2) to vote on matters discussed during closed session. Roll call vote if motion is not unanimous.

**ADJOURN:**

Posted this 4th day of March, 2024 by 12:30 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 & VIRTUALLY

---

**AGENDA**

**CALL TO ORDER:** Meeting was called to order by Mayor Coppernoll at 6:31 PM. Members present were Karin Tepley, Tom McCarthy, Mark Chambers, Kevin Melby, Steve Downs, Ryan Cairns.

**APPROVAL OF MINUTES:** Motion by Alderperson Melby to approve the Common Council minutes of both January 2, 2023 and January 23, 2023 as presented. Seconded by Downs. Motion carried 6-0.

**APPROVAL OF AGENDA:** Mayor Coppernoll noted that an appointment of Treasurer is not ready for action tonight and requested it be removed from the agenda. Mayor Coppernoll also requested that item #10 related to Panorama Estates be moved up to accommodate a guest wanting to address the topic. Motion by Alderperson Tepley to approve the agenda, with items #5 & #6 related to the appointment of a city Treasurer be removed and Item #10 moved up on the agenda. Seconded by Chambers. Motion carried 6-0.

**CITY AND UTILITY DEPARTMENT HEAD REPORTS AND CONCERNS:** Library Director Stacy Pilla reported that a Program Coordinator has been hired. Pilla also said that a Superbowl Lunch fundraiser is scheduled this Saturday with free-will donations accepted. City Administrator Ashley Oliphant thanked Jena Cabral and Tess Barr-Hamblin for helping in the Clerk's office during tax collection season.

**MAYOR AND ALDERPERSONS:** Alderperson Tepley reported that the Brewer Library will have security cameras installed next week inside and outside on all levels. Tepley also noted that the Tourism Commission met and approved continued funding for streaming videos to promote Richland County.

**TREASURER'S REPORT:** Not available

**PAYMENT OF BILLS:** Motion by Alderperson Cairns to approve the February 6, 2024 bills as presented. Seconded by McCarthy. Motion carried 6-0.

**ITEMS FOR DISCUSSION AND ACTION:**

5. Removed
6. Removed

7. **Appointment to Vacant Common Council Seat(s)**

Mayor Coppernoll invited those interested in the vacant District #1 alderperson seat to introduce themselves. Two people spoke of their interest in the seat: Ron Fruit and Rob Chase. Coppernoll requested nominations. Alderperson Tepley nominated Ron Fruit. Alderperson Downs nominated Rob Chase. A rollcall vote took place and Ron Fruit was appointed 5-1 with votes from Alderpersons Tepley, McCarthy, Chambers, Melby, and Cairns. Alderperson Downs voted for Chase. Ron Fruit will be sworn in following the meeting and serve as the District #1 Alderperson through April 2024.

Mayor Coppernoll stated that the vacant District #3 alderperson seat would not be filled at this meeting, but would be filled at the next meeting in March.

Item 1.

8. **Consider Approval of a City Donation Policy**

Administrator Oliphant noted that this topic was discussed at the December meeting. The policy would add language to give direction on the acceptance of a donation to the city. There has been no change to the language since December. At the time, Attorney Windle provided the policy guide and the council wanted to review it before action took place. Motion by Alderperson Chambers to suspend the rules, waive the reading, and adopt the Monetary, Non-monetary and In-kind Donation Policy as presented. Seconded by Melby. Motion carried 6-0.

**FINANCE COMMITTEE RECOMMENDATIONS AND ACTION:**

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

Andy Zimmer of MSA presented. Five bidders for the project received. G-Pro Excavating was the low bidder. G-Pro did Phase #2 in 2023. On January 10<sup>th</sup>, the Utility Commission approved pending council approval of Public Works portion of the project. The Public Works portion is \$377,854.49 and was reviewed by the Public Works Committee on January 11<sup>th</sup> and recommended for council approval. Zimmer noted that when a prequalification process is utilized, the low bidder must be accepted. He said the city and utility formed a prequalification committee and reviewed the potential bidders earlier. The project includes a resurface and storm sewer, and water and sewer from Church Street to Nimocks Drive. The grates in the roadway would be removed at the corner of 8<sup>th</sup> & Church. The project may begin as early as mid-April. Mayor Coppernoll noted that the Memorial Day service may need to be relocated this year because of the project. Motion by Alderperson Tepley to approve Phase #3 of the 2024 8<sup>th</sup> Street Project in the amount of \$377,854.49 as the city's share of the construction contract. Seconded by Melby. Motion carried 6-0.

10. **Review and Approval of Panorama Estates TIF Development Incentive for Buildings #2 & #3**

Jasen Glasbrenner introduced Jonathan King, Executive Developer from Panorama Estates. Glasbrenner said the hope is to approve a development package to allow for the construction for Buildings #2 & #3 at Panorama Estates. Glasbrenner discussed what a TIF & TID are. He noted that they capture future tax revenue to incentivize development today. There are two types: Pay-go (Pay as you go), which provide incentive only after the district receives the tax revenue to support the development. This model is a much lower risk for the municipality. The second type is the traditional model which is funded by cash on hand or by borrowing. Glasbrenner said the Panorama Estates developer agreed to rerun construction costs to consider the Pay-go model. Keith Dahl from Ehlers presented their analysis. He explained that the municipality is not unduly enriching the developer. A performa analysis was conducted. Pay-go assistance is based on future value. Provides a percentage of the tax generated annually and provides to developer. In Pay-go, the developer takes the risk. The pay-go amount of \$5.4-million. Developer requested a building permit and zoning permit fee waiver and tax increment would be used to pay for the fee waivers. The developer requested that the debt service obligation be forgiven, which totals just under \$311,000. Phase #1 development is generating \$130,000 annually. It was stated that there will be enough tax increment generated from Phase #1 and Ehlers determined that this was acceptable. Overall it would be a 20-year Pay-go model.



Jonathan King introduced himself and the kinds of projects his company develops. He said they are looking to build housing for working class families in Richland Center. The current single-family home model is expensive to build, and the economy of scale makes it sensible to create multi-family apartment complexes. The style of the proposed building would create a quiet, safe, and comfortable home. King said that the Pay-go model makes sense for them and the community. The incentive is the taxes generated from the TID alone and wouldn't affect city taxes. No money used from any current city accounts or taxpayer money. The total number of apartments Buildings #2 & #3 would generate is 92. King said they would start construction this summer. Motion by Alderperson Downs authorize city personnel to execute a letter of intent and prepare a development agreement for council approval, and to approve the development incentive terms as outlined, including: two buildings to be constructed in succession with a Summer 2024 start date; 20 Year Pay-go Model utilizing 90% of increment generated by Buildings 2 & 3 for an incentive of \$5.4 million (future value); Permitting and inspection fees of approximately \$71,000 to be paid by TIF funds; Developer to be released from Phase 1 infrastructure debt of \$310,940. TIF funds to be used to make the payments on associated G.O. Bond. Seconded by Tepley. Motion carried 6-0.

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

Glasbrenner reported on the wayfinding sign project. Four bids were received. He noted that the project has been in the works for approximately two years, with projects on Orange Street and Highway 14. The city's entrance signs would also be redone utilizing the rebranding efforts done previously. The project is to be completed by April 30, 2024. The Planning Commission reviewed and recommended Greeley Signs. The Finance Committee also reviewed the project and recommended Greeley Signs. ARPA funds would be utilized for the project. Motion by Alderperson Tepley to award the Wayfinding and Entrance Sign Fabrication and Installation Bid to Greeley Signs for the not to exceed amount of \$36,801. Seconded by Downs. Motion carried 6-0.

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

Seven parcels were subject to the negotiation that was authorized by the Finance Committee on January 10<sup>th</sup>. 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 7<sup>th</sup> 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. Atty Windle noted that a contract would be made between parties that would outline the terms of the transaction of all parcels as well as the terms of the lease of parcel 7. Glasbrenner said that corridor has been the focus of redevelopment since the 1990's and this block is important for future development for the city. Motion by Alderperson Tepley to authorize personnel to carry out the acquisition of land owned by Hill Country Properties using cash on hand at a total cost not to exceed \$675,000. Seconded by Melby. Motion carried 6-0.

13. **Consider Request to Authorize Continued Financial Management Services from Southwest Wisconsin Regional Planning Commission**

Administrator Oliphant stated that the contract with Southwest Wisconsin Regional Planning began in September. It has allowed their Local Government Services Specialist Misty Molzof to work on-site in Richland Center 1-2 days per week doing training and technical support. The request is to authorize the contract with Southwest Wisconsin Regional Planning be extended through April 30<sup>th</sup>. This is a 2024 budgeted item. Motion by Alderperson Chambers authorize the Administrator to extend 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 Downs. Motion carried 6-0.

14. **Landfill Monitoring Services Agreement**

Mitech has provided the landfill monitoring 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 monitoring is part of the landfill budget. The 2024 service would cost \$9,700. Motion by Alderperson Tepley to approve the landfill monitoring services agreement with Mitech at a cost of \$9,700. Seconded by Downs. Motion carried 6-0.

15. **Furnace Replacements**

During Klingaman Heating & Cooling'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 Alderperson Tepley to approve the purchase of 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 Chambers. Motion carried 6-0.

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

Administrator Oliphant said this topic was discussed in December. It would amend the financial policy to allow for payment plans and provide procedures and guidelines in order to have a payment plan for those who need it. Motion by Alderperson Tepley 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 McCarthy. Motion carried 6-0.

17. **Skid Steer Purchase**

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 Tepley to purchase the skid steer from Simpson Tractor in an amount not to exceed \$20,000, with funds from the Unallocated

Contingency in 2024 budget. Seconded by Melby. Motion carried 6-0.

Item 1.

18. **Community Center Water Heater Replacement**

Administrator Oliphant stated that the water heater was an emergency purchase at the Community Center. Reyzek Plumbing provided the equipment at a cost of \$4,469.99. It was already purchased because of an emergency. There is no action. The purchase was included in the bills tonight.

**APPOINTMENTS TO COMMITTEES, COMMISSIONS, BOARDS AND CONFIRM APPOINTMENTS:** none

**PUBLIC COMMENT:** Rob Chase stated there may be a potential concern with school bus access with the upcoming Panorama Estates construction.

**ADJOURN:** Motion by Alderperson Tepley to adjourn. Seconded by Downs. Motion carried 6-0 at 8:08 PM.

Minutes respectfully submitted by Aaron Joyce, City Clerk.

## CITY OF RICHLAND CENTER - TREASURER'S REPORT

2/29/2024

Item 3.

FUNDS	BEG/MO BAL	RECEIPTS	DISBURSEMENTS	END/MO BAL
<i>Deposits</i>				
<i>Disbursements</i>				
<b>City General Unassigned:</b>	<b>\$ 321,911.17</b>	<b>\$ 551,478.99</b>	<b>\$ 589,486.73</b>	<b>\$ 283,903.43</b>
<b>State Investments #1 Unassigned</b>	<b>\$ 5,206,364.72</b>			<b>\$ 5,206,364.72</b>
Property Tax Account (partial unassigned)	\$ 3,052,691.87	\$ 715,385.07	\$ 3,703,773.45	\$ 64,303.49
#2 Landfill long term care (for landfill issues)	\$ 619,257.54			\$ 619,257.54
#3 TIF-Panorama Estates (TIF 6)	\$ 208,436.51			\$ 208,436.51
#6 TIF 2-5 (only #4)	\$ 141,484.49			\$ 141,484.49
RLF Business Savings	\$ 587,339.76	\$ 543.97	\$ 20,288.18	\$ 567,595.55
RLF Business Checking	\$ 1,164.57	\$ 20,288.18	\$ 20,288.18	\$ 1,164.57
<b>RESTRICTED FUNDS: (by outside entity)</b>				
CDBG Housing RLF	\$ 131,725.95	\$ 16,401.66		\$ 148,127.61
Landfill Long Term Care CD to 2045	\$ 306,912.88			\$ 306,912.88
Landfill Long Term Care CD to 2045	\$ 305,968.89			\$ 305,968.89
Library Checking	\$ 174,144.37	\$ 3,583.62	\$ 7,140.35	\$ 170,587.64
Room Tax	\$ 36,799.52	\$ 19,206.75	\$ 43,272.60	\$ 12,733.67
Greater Richland Tourism	\$ 51,649.64			\$ 51,649.64
Redevelopment Authority	\$ 69,978.80	\$ 236.30		\$ 70,215.10
#5 Renew RC Loan Program-Affordable Housing	\$ 1,042,282.77			\$ 1,042,282.77
Renew RC Loan Program-Checking	\$ 44,444.43	\$ 150.07		\$ 44,594.50
<b>COMMITTED: (by resolution of the Council)</b>				
<b>#4 Projects committed</b>	<b>\$ 1,680,645.03</b>	<b>\$ 5,791.80</b>		<b>\$ 1,686,436.83</b>
<b>ASSIGNED: (for specific use, not assigned)</b>				
Cemetery CDs	\$ 4,874.30			\$ 4,874.30
Centennial Committee	\$ 2,753.81	\$ 9.30		\$ 2,763.11
Canine Fund	\$ 42,850.97	\$ 25.00	\$ 1.00	\$ 42,874.97
Park/Rec/Comm Center	\$ 11,458.23	\$ 38.69		\$ 11,496.92
Aquatic Center	\$ 136,577.94			\$ 136,577.94

## CITY OF RICHLAND CENTER - TREASURER'S REPORT

1/31/2024

Item 3.

FUNDS	BEG/MO BAL	RECEIPTS	DISBURSEMENTS	END/MO BAL
<i>Deposits</i>				
<i>Disbursements</i>				
<b>City General Unassigned:</b>	<b>\$ 221,726.02</b>	<b>\$ 659,131.97</b>	<b>\$ 558,946.82</b>	<b>\$ 321,911.17</b>
<b>State Investments #1 Unassigned</b>	<b>\$ 5,080,991.41</b>	<b>\$ 725,373.31</b>	<b>\$ 600,000.00</b>	<b>\$ 5,206,364.72</b>
<b>Property Tax Account (partial unassigned)</b>	<b>\$ 2,249,707.17</b>	<b>\$ 3,012,780.44</b>	<b>\$ 2,209,795.74</b>	<b>\$ 3,052,691.87</b>
<b>#2 Landfill long term care (for landfill issues)</b>	<b>\$ 616,442.77</b>	<b>\$ 2,814.77</b>		<b>\$ 619,257.54</b>
<b>#3 TIF-Panorama Estates (TIF 6)</b>	<b>\$ 175,024.09</b>	<b>\$ 33,412.42</b>		<b>\$ 208,436.51</b>
<b>#6 TIF 2-5 (only #4)</b>	<b>\$ 140,841.39</b>	<b>\$ 643.10</b>		<b>\$ 141,484.49</b>
RLF Business Savings	\$ 586,741.76	\$ 598.00		\$ 587,339.76
RLF Business Checking	\$ 1,164.57	\$ -	\$ -	\$ 1,164.57
<b>RESTRICTED FUNDS: (by outside entity)</b>				
CDBG Housing RLF	\$ 131,151.87	\$ 574.08		\$ 131,725.95
Landfill Long Term Care CD to 2045	\$ 306,912.88			\$ 306,912.88
Landfill Long Term Care CD to 2045	\$ 305,968.89			\$ 305,968.89
Library Checking	\$ 198,602.25	\$ 1,673.30	\$ 26,131.18	\$ 174,144.37
Room Tax	\$ 36,663.16	\$ 136.36		\$ 36,799.52
Greater Richland Tourism	\$ 54,964.68	\$ 196.61	\$ 3,511.65	\$ 51,649.64
Redevelopment Authority	\$ 69,727.11	\$ 251.69		\$ 69,978.80
<b>#5 Renew RC Loan Program-Affordable Housi</b>	<b>\$ 1,037,545.18</b>	<b>\$ 4,737.59</b>		<b>\$ 1,042,282.77</b>
<b>Renew RC Loan Program-Checking</b>	<b>\$ 44,284.58</b>	<b>\$ 159.85</b>		<b>\$ 44,444.43</b>
<b>COMMITTED: (by resolution of the Council)</b>				
<b>#4 Projects committed</b>	<b>\$ 1,673,005.83</b>	<b>\$ 7,639.20</b>		<b>\$ 1,680,645.03</b>
<b>ASSIGNED: (for specific use, not assigned)</b>				
Cemetery CDs	\$ 4,871.43	\$ 2.87		\$ 4,874.30
Centennial Committee	\$ 2,743.91	\$ 9.90		\$ 2,753.81
Canine Fund	\$ 42,771.97	\$ 80.00	\$ 1.00	\$ 42,850.97
Park/Rec/Comm Center	\$ 11,417.02	\$ 41.21		\$ 11,458.23
Aquatic Center	\$ 125,549.25	\$ 11,028.69		\$ 136,577.94



CITY OF RICHLAND CENTER					
Utility Report - Month February 29, 2024					
FUNDS	TREASURER BAL BEG OF MONTH	RECEIPTS	TOTAL	DISBURSEMENTS	TREASURER BAL END OF MONTH
GARBAGE		21,799.91			
PUBLIC BENEFIT		3,524.81			
ELECTRIC UTILITY	164,160.01	876,299.61	1,065,784.34	790,824.08	\$ 274,960.26
WATER UTILITY	278,049.10	210,252.94	488,302.04	131,979.02	\$ 356,323.02
SEWER UTILITY	73,144.21	238,369.98	311,514.19	234,338.41	\$ 77,175.78
<b>Fund</b>	<b>Total</b>	<b>Location</b>	<b>% Interest</b>		
Electric	24,831.43	Community First	Variable .30		
Electric	104,757.62	State/LGIP	Variable 5.39		
Electric Replacement Fund	529,191.75	State/LGIP	Variable 5.39		
Electric Bond Fund	97,733.17	State/LGIP	Variable 5.39		
Electric	226,419.75	State/LGIP	Variable 5.39		
Electric - AMI	327,999.75	State/LGIP	Variable 5.39		
<b>Total Electric</b>	<b>1,310,933.47</b>				
Water	57,021.04	Community First	Variable .30		
Water	635,528.93	State/LGIP	Variable 5.39		
Water Replacement Fund	344,229.61	State/LGIP	Variable 5.39		
Water - Clean Wa Loan#8-2028	99,987.40	State/LGIP	Variable 5.39		
Water - Reservoir Loan#5-2039	127,175.53	State/LGIP	Variable 5.39		
Water - AMI	146,234.03	State/LGIP	Variable 5.39		
Water DNR Loan	10.00	Richland Co Bank			
<b>Total Water</b>	<b>1,410,186.54</b>				
WWTP	26,741.11	Community First	Variable .30		
WWTP Replacement Fund	1,788,235.16	State/LGIP	Variable 5.39		
WWTP	3,574.81	State/LGIP	Variable 5.39		
WWTP Bond Fund	187,228.78	State/LGIP	Variable 5.39		
USDA Reserve Acct	625,000.00	State/LGIP	Variable 5.39		
WWTP -RATE STABILIZATION	789,516.38	State/LGIP	Variable 5.39		
USDA 2015 Bond Fund	350,595.41	Richland Co Bank	Variable 0.25		
<b>Total WWTP</b>	<b>3,770,891.65</b>				
<b>Unrestricted</b>					
Electric	129,589.05				
Water	57,031.04				
WWTP	30,315.92				
<b>TOTAL UNRESTRICTED FUNDS</b>	<b>216,936.01</b>				
<b>Restricted - Restricted Funds are for Projects, Bond Payments and Equipment Replacement</b>					
Electric	1,181,344.42				
Water	1,353,155.50				
WWTP	3,740,575.73				
<b>TOTAL RESTRICTED FUNDS</b>	<b>6,275,075.65</b>				

City of Richland Center

Payment Approval Report - Finance Committee

Page: 1

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
<b>02/12/2024</b>				
<b>02-12-2024 PARK BD</b>				
WILSON, COLTON	01/28/2024	01-28-24 REFEREE PYMT-WILSON	10-46610-000 RECREATION FE	70.00
Total CITY GENERAL FUND:				70.00
<b>02/14/2024</b>				
<b>(0)</b>				
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
<b>02/16/2024</b>				
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
<b>02/29/2024</b>				
<b>(0)</b>				
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

Page: 2  
Mar 05, 2024 03:45PM

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
<b>03/05/2024</b>				
<b>03-12-2024 COUNCIL</b>				
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



Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount
-------------	--------------	-------------	----------------------	-----------------------

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  
Staff Report**

**Rezoning Petition 01-2024**

Rezoned: From R 3/4 Residential to R-5 Residential

**Meetings:**

Planning Commission – February 28, 2024 – 5:30 PM

Common Council Meeting – March 5, 2024 – 6:00 PM

**Applicant:**

Cary Norman

On behalf of the Richland School District

School District No. 2

Parcel ID: 276-1679-0000

586 N. Main Street

**Zoning District:**

**R 3/4 - Residential (Rezoned to R-5 Residential)**

**Request:** Convert the old Jefferson School into a multi-use facility. This may include: dwelling units, day care facilities, governmental offices, professional offices, medical offices, community based residential facilities, health & recreation facilities, commercial kitchen and storage facilities.

**Ordinance Language:**

Chapter 400 – The provisions of the Richland Center City Zoning Ordinance shall be held to the minimum requirements adopted to promote the health, morals, comfort, prosperity and general welfare of the City of Richland Center, Wisconsin.

The Zoning Ordinance is adopted for the purpose of:

- Dividing the City into zones and districts, and restricting and regulating therein the location, construction, reconstruction, alteration, and use of structures and land.
- Promoting orderly development of residential, business, industrial, recreational, and public areas.
- Providing adequate light, air, and convenience of access to property.
- Limiting congestion in the public rights-of-way.
- Preventing overcrowding of land and undue concentration of structures by regulating the use of land and buildings and the bulk of buildings in relation to the land and buildings surrounding them.
- Providing for the compatibility of different land uses and the most appropriate use of land throughout the City.

**R-5 – Multi-Family Residential:**

Permitted Uses:

- Single Family
- Multi-Family
- Duplex dwellings
- Condominiums
- Public parks and playgrounds
- Home occupations
- Boarding House
- Family day care home
- Bed and Breakfast
- Student Dormitory

**R 3/4 - Residential:****Permitted Uses:**

- Single Family dwellings
- Duplex dwellings
- Small multi-family residences containing 3 or 4 dwelling units
- Condominiums
- Public parks and playgrounds
- Home occupations
- Boarding house
- Family day care homes
- Bed and breakfast

**Comprehensive Plan:**

Land Use Goal – Land use policies and zoning that maximize the available opportunities and encourages residential, commercial, and industrial development.

Land Use Goal – Follow the Future Land Use identified within the Comprehensive Plan to inform any future zoning and land use decisions.

Land Use Strategy 1 – Maximize the current opportunities.

Action: - Consider “up-zoning” single family neighborhoods. Prioritize those areas that currently have vacant lots to encourage multi-family investment.

The Future Land Use Map identifies the subject property as **R 3/4 - Residential**.

**Criteria:**

- Is the project consistent with the Comprehensive Plan? -
  - Yes and No. Future land use map has the area designed as it is currently zoned - R3/4-Residential. Will need to update the future land use map at a later date.
- Is the project compatible with the existing or allowable uses of adjacent properties?
  - Yes. The property is located in a residential area of the City and is compatible.
- Can the request demonstrate adequate public facilities, including roads and drainage, and utilities?
  - Yes. The property is already connected to City Sewer, Water and Electric. And is located on a city block where there is a public road on each side of the property. Primary access is to Jefferson Street and secondary access is to W. 2nd Street.
  - The use of utilities may be modified based on the interior use of the property. Possibly more meters.
- Can the request demonstrate adequate provisions for maintenance of the use?
  - Yes. The applicant will maintain the building.
- Will the request minimize adverse effects on the natural environment?
  - No adverse effects.
- The request will not create undue traffic congestion.
  - No undue traffic congestion. Can be addressed with the conditional use permit process at a later date, as needed.
- The request will not adversely affect the public health, safety, and welfare.
  - No adverse affect on the public health, safety and welfare.

**Recommendations:**

- Approval of the Rezoning Request
  - Plan Commission and Staff recommend approval
- Address the Future Land Use Map and update once a year after rezoning requests have been approved.
- Address specific uses at a later date through the Conditional Use Permit process.

FOR PLANNED UNIT  
DEVELOPMENT

\$200

Item 6.

CITY OF RICHLAND CENTER  
APPLICATION FOR REZONING (Amendment of the zoning map)

~~PUD 01-2023~~

REZONE  
01-2024

1. Name(s) of property owner(s) of the property for which rezoning is requested:

Cary K Norman  
Lori A. Norman

2. Contact mailing address for Owners: 20279 Hwy SR, Richland Center

Contact phone number for Owners: (608) 604-1871

Contact email for Owners (optional): clnorman1953@gmail.com

3. Property address to rezone: 586 N. Main, Richland Center, WI

Tax Parcel Number: \_\_\_\_\_

4. Property is located in: City of Richland Center ☒ E.T. Zone ☐

5. Rezone from \_\_\_\_\_ to \_\_\_\_\_

6. Attach a plat map, drawn to scale, showing:

- a. The boundaries (lot lines) of the subject property  
b. The location of all buildings and other improvements on the subject property

7. Submit a list the names and mailing addresses of all owners of real estate within 200 feet of all boundaries of the subject property.

8. Attach a copy of a deed or similar document showing full legal description of the subject property.

**NOTE: A TAX BILL DESCRIPTION IS NOT SUFFICIENT**

9. Complete and attach the "Reason for Request and Adjoining property Listing" form.

NOTE: You may be required, either at the time of application or at any time prior to final determination, to furnish additional data in regard to this application to enable the zoning authorities to evaluate this application. Failure to provide the requested data is grounds for summary denial of the application.

Date of Application: November 22, 2023

Signatures of all owners of the property:

Cary K Norman

Lori A. Norman

Page 2

CITY OF RICHLAND CENTERREASON FOR REQUEST & ADJOINING PROPERTY LISTING FORM

DESCRIPTION OF USE OF PROPERTY IF REZONED: EXISTING - IS OLD SCHOOL

POST OFFICE USE (GOVERNMENTAL USE)

DAY CARE

APARTMENTS (1 &amp; 2 BEDROOM)

MEDICAL OFFICES

PROFESSIONAL OFFICES

COMMUNITY BASED RESIDENTIAL FACILITY

HEALTH &amp; RECREATION FACILITY

COMMERCIAL KITCHEN

STORAGE

LISTING OF NAMES AND MAILING ADDRESSES OF ALL OWNERS OF REAL ESTATE  
WITHIN 200 FEET OF AFFECTED PROPERTY:

ATTACH AND SUBMIT THIS FORM WITH YOUR REQUEST FOR REZONING, AND PLOT  
PLAN AS REQUESTED ON PAGE ONE. ALSO ATTACH ANY OTHER INFORMATION THAT  
YOU MAY FEEL IS PERTINENT TO YOUR REQUEST TO REZONE.

Application is made by: Property Owner ☒ City Council ☐ Planning Commission ☐

## CITY ACTION:

1. Date received by Zoning Admin ☒ City Clerk ☐ 11/22/2023

Remarks: \_\_\_\_\_

2. Referred to Planning Commission 11/29/2023 & 12/27/2023

Written report to Council due on or before (60 days)

3. Public hearing for City Council date 1/2/2024

4. Class II Notice printed in Official Newspaper 12/14/23 & 12/21/23

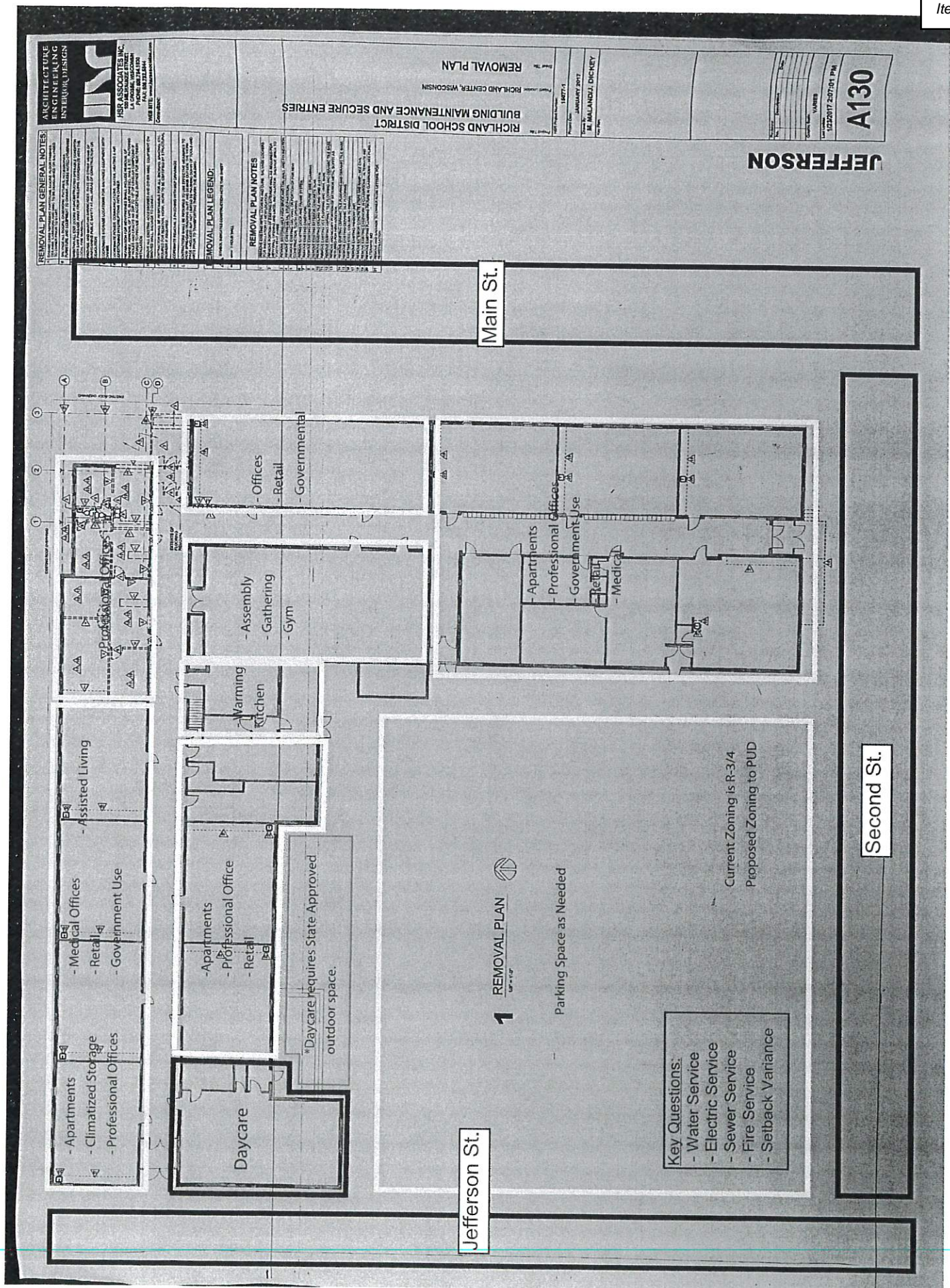
5. Date notice send to adjacent property owners 12/20/23

6. Action by City Council \_\_\_\_\_

Date of action by City Council \_\_\_\_\_

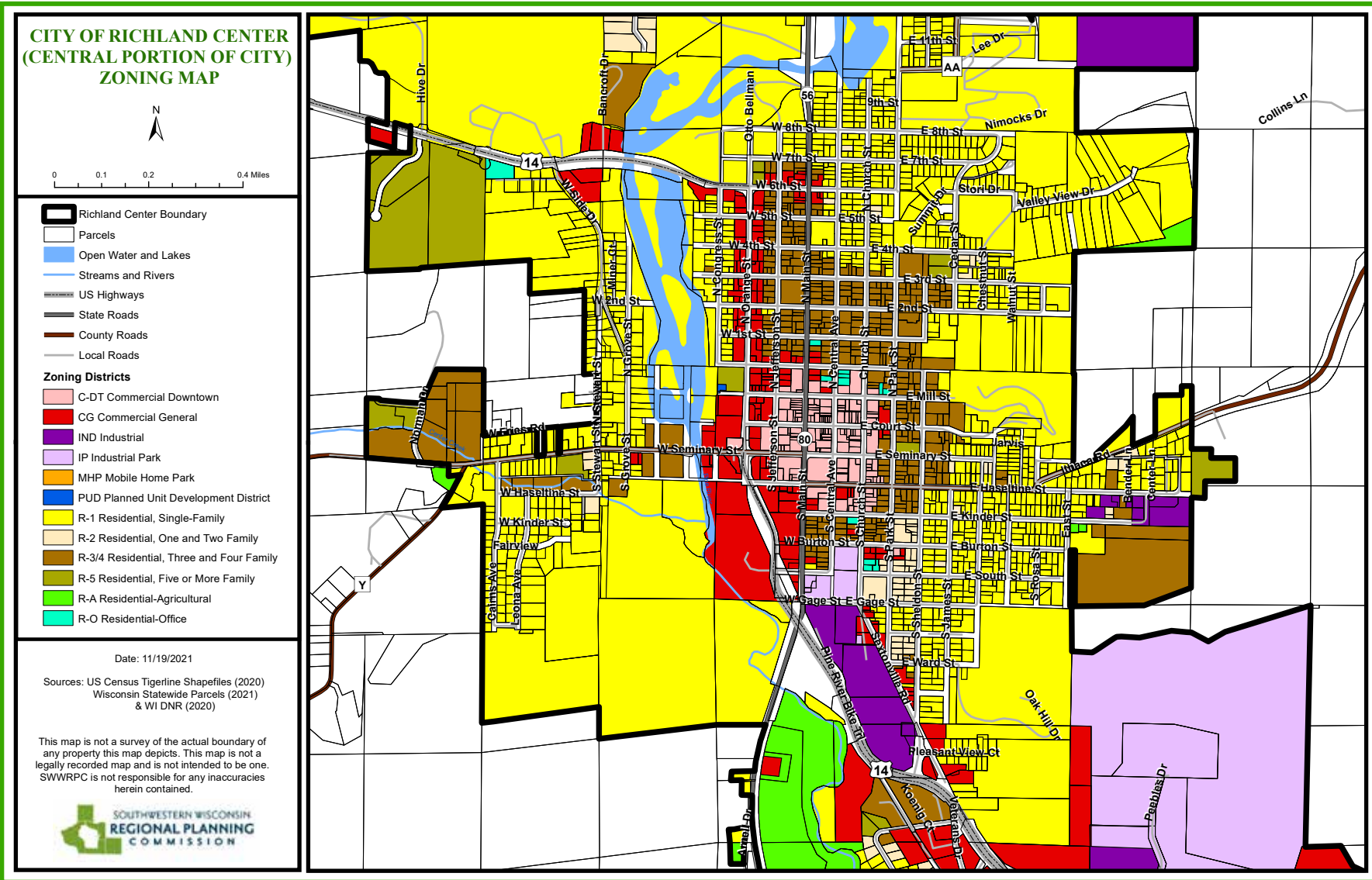
REUSED:  
P.C. 2/29/2024 - P.H.  
NOTICED IN PAPER: 2/8/24  
2/15/24  
C.C. MARCH 5, 2024







**Figure 12: Richland Center Zoning Map, 2022**





**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

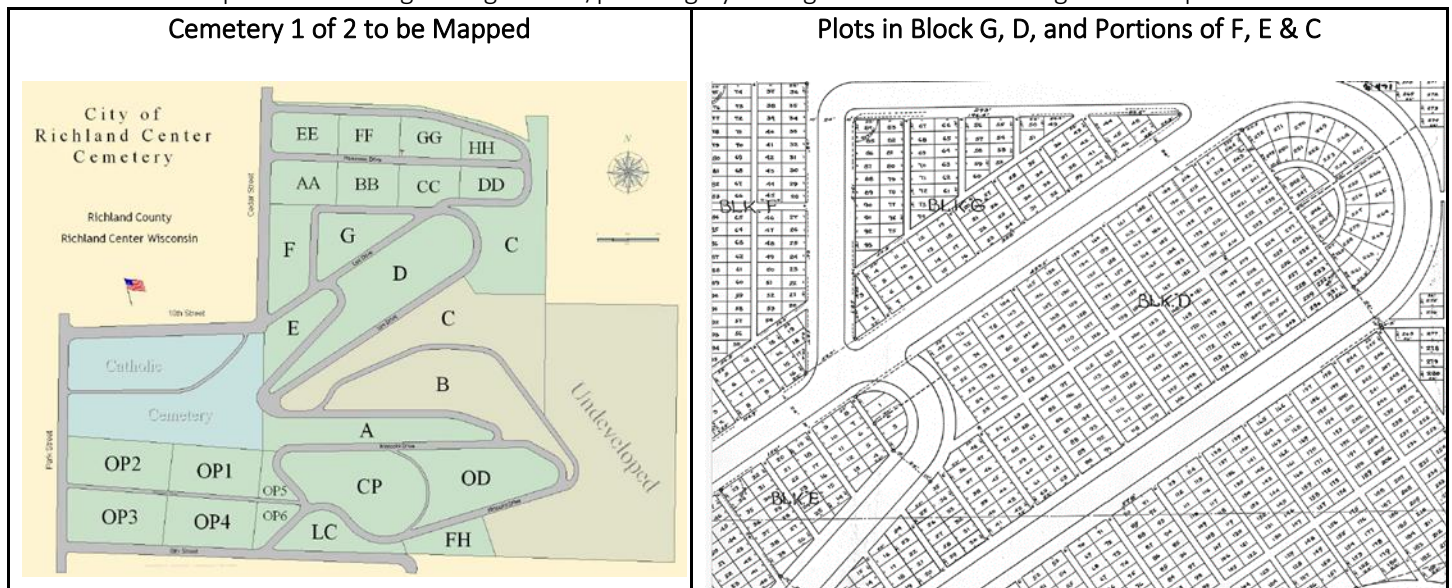
## AGENDA ITEM DATA SHEET

**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](mailto:clerk@dodgevillewi.gov) / 608-930-2441
- Debi Heisner, City of Fennimore Clerk
  - [cityclerk@fennimore.com](mailto:cityclerk@fennimore.com) / 608-822-7271
- Susan Lindner, Village of Linden Clerk
  - [clerk@villageoflinden.com](mailto: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





NatureSolv

MIDWEST SOUTHEASTERN EQUIPMENT DEALERS ASSN. - MADISON, WI

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, 25 GPM Hyd</u>		
new unit RC parks will purchase CE Attachments/Edge Brand model <u>50504777</u> <u>60" - 18 GPM Hyd</u> Serial # unit will have spout rotation, and deflecter controls in cab.		
	price to trade	4500 -
	tax	000
	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	

LESS: PAYOFF

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

CHECKED BY

# CITY OF RICHLAND CENTER

## AGENDA ITEM COVER SHEET

Item 11.

**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 tra  
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.

Item 11.



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  
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 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.

☒ **NA 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 indicated  
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 ☐ **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 ☐ **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  
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 dis pursued 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

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 11. 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 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 tra  
118 lines located on but not directly serving the Property. Item 11.

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).



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 \_\_\_\_\_ [insert proposed use  
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

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

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

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

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

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

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

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

381 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

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

407 (2) \_\_\_\_\_  
 408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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



Property Address: 291 N Jefferson StRichland Center

WI 53581 Page 8

Item 11.

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

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 ☐ **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.

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
 666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
 667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
 669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Jasen Glasbrenner. Richland Center Development

671 Name of Buyer's recipient for delivery, if any: Kathi S Schmidt. Keller Williams Madison

672 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

673 Seller: ( ) Buyer: ( )

674 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
 675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
 676 line 679 or 680.

677 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
 678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: \_\_\_\_\_

680 Address for Buyer: \_\_\_\_\_

681 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: jasen.glasbrenner@co.richland.wi.us

683 Email Address for Buyer: katschmidt@kw.com


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

686 ☐ **ADDENDA**: The attached \_\_\_\_\_ is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Kathi S Schmidt - Keller Williams Madison

688

689 (x)  3/1/2024 | 8:57 PST  
 690 Buyer's Signature ▲ Print Name Here ► ENS Developments LLC - Elijah L. Adams Date ▲

691 (x)  3/1/2024 | 10:44 CST  
 692 Buyer's Signature ▲ Print Name Here ► ENS Dev. LLC-Nathan P. Olson & Scotty D. Wallace Date ▲

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

697 (x) \_\_\_\_\_  
 698 Seller's Signature ▲ Print Name Here ► City of Richland Center Date ▲

699 (x) \_\_\_\_\_  
 700 Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

702 \_\_\_\_\_ on 02/29/2024 at \_\_\_\_\_ a.m./p.m.

703 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
 704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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

Item 11.

**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 5<sup>th</sup>, 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**

Item 11.

**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.

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

Item 11.

**DEVELOPER'S AGREEMENT**

- 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)**

Item 11.

**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 11.

**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)**

Item 11.

**DEVELOPER’S AGREEMENT**

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:	

--	--





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

Item 11.

**DEVELOPER’S AGREEMENT**

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:

**CHAPTER \_\_**  
**CITY OFFICERS**

[History:]

- X.01 OFFICERS OF THE CITY.** Pursuant to Wis. Stat. § 62.09(1)(a) and this ordinance of the Common Council, the officers of the City of Richland Center shall be the Mayor, the Treasurer, the Clerk, the Comptroller, the City Attorney, the City Engineer, one or more City Assessors, the Health Officer, the Chief of Police, the members of the Board of Health, and other such officers or boards as may be created by law or by ordinance of the council, all of which are incorporated herein by reference.
- X.02 GENERAL POWERS AND DUTIES OF THE CITY OFFICERS.** Officers shall have all the duties, powers, and responsibilities found in statute, as well as those which may be assigned to them by the Common Council by ordinance, resolution or other act, all of which shall be incorporated herein by reference. City Officers may make the necessary rules for the conduct of their duties and incidental proceedings. City Officers shall be subject to the City's personnel policies so long as they do not conflict with the Officers' statutory duties. Officers shall be considered department heads for determining the applicability of such policies, including following any policy governing the hiring of department heads.
- X.03 OFFICERS TO BE APPOINTED BY THE COUNCIL.** Unless otherwise specified herein Officers shall be appointed and confirmed by a 2/3rds vote of the Council, pursuant to Wis. Stat. § 62.09(3)(b)3. The Council may adopt such policies as it feels reasonably necessary to ensure the suitability of the appointees. Any such policies shall be incorporated herein by reference.
- X.04 BAR ON REJECTED APPOINTEES.** An appointee whose appointment is rejected by the council shall be ineligible for appointment to the same office for one year thereafter.
- X.05 DURATION OF TERM; REMOVAL FROM OFFICE.** Unless otherwise specified in statute or herein, Officers shall hold office for an indefinite term, and shall be subject to removal by a 3/4ths vote of the council.
- X.06 EFFECTIVE DATE OF ORDINANCE.** This ordinance shall be effective immediately upon its passage and publication.

**X.07 REPEAL OF INCONSISTENT ORDINANCES.** All ordinances or parts of ordinances or other legislative acts of the city in conflict with this ordinance are hereby repealed.

### **MAYOR**

**X.08 MANNER OF CHOOSING.** The mayor shall be elected by the voters.

**X.09 SPECIFIC POWERS AND DUTIES OF THE MAYOR.** The mayor shall be the chief executive officer of the City of Richland Center and shall have the following powers and duties:

- (1) Take care that city ordinances and state laws are observed and enforced.
- (2) Ensure that all employees and officers of the city discharge their duties.
- (3) From time to time provide the council with such information and make such recommendations as deemed advantageous to the city.
- (4) Preside over meetings of the council subject to such rules as the council may adopt, which shall be incorporated herein by reference.
- (5) Veto power over all acts of the council except those where it is expressly or by necessary implication otherwise provided.

### **CLERK**

**X.10 SPECIFIC POWERS AND DUTIES OF THE CLERK.** The Clerk shall have the following powers and duties:

- (1) The clerk shall have the care and custody of the corporate seal and all papers and records of the city.
- (2) The clerk shall attend the meetings of the council and keep a full record of its proceedings.
- (3) The clerk shall enter at length, immediately after it goes into effect, every ordinance in an "ordinance book," with proof of publication, date of passage and page of journal where final vote is recorded. The clerk shall keep a record of all licenses and permits granted and record all bonds, in appropriate books.
- (4) The clerk shall draw and sign all orders upon the treasury in the manner provided by statute and keep a full account thereof in appropriate books. The clerk shall

carefully preserve all receipts filed with the clerk.

- (5) The clerk shall keep an accurate account with the treasurer and charge the treasurer with all tax lists presented for collection and with all moneys paid into the treasury.
- (6) The clerk shall keep all papers and records in the clerk's office open to inspection at all reasonable hours.
- (7) The clerk shall have power to administer oaths and affirmations.
- (8) The clerk may, in writing filed in the clerk's office, appoint a deputy who shall act under the clerk's direction, and in the clerk's absence or disability or in case of a vacancy shall perform the clerk's duties, and shall have power to administer oaths and affirmations. The deputy shall receive such compensation as the council shall provide. The clerk and the clerk's sureties shall be liable on the clerk's official bond for the acts of such deputy.
- (9) The clerk shall notify the Richland County Treasurer, by February 20, of the proportion of property tax revenue and of the credits that are to be disbursed by the treasurer to each taxing jurisdiction located in the city.
- (10) The clerk shall stamp or endorse street trade permits at the request of an employer.
- (11) The clerk shall stamp or endorse traveling sales crew worker permits at the request of an employer.
- (12) The clerk shall make a certified claim against the state, without direction from the council, in all cases in which the reimbursement is directed in Wis. Stat. § 16.51(7), upon forms prescribed by the department of administration. The forms shall contain information required by the clerk and shall be filed annually with the department of corrections on or before June 1.

## TREASURER

**X.11 SPECIFIC POWERS AND DUTIES OF THE TREASURER.** The Treasurer shall have the following powers and duties:

- (1) Except as provided in Wis. Stat. § 66.0608 (3m), the treasurer shall collect all city, school, county, and state taxes, receive all moneys belonging to the city or which

by law are directed to be paid to the treasurer, and shall deposit immediately upon receipt thereof the funds of the city in the name of the city in the public depository designated by the council.

- (2) Pay over money in the treasurer's hands according to law.
- (3) Keep a detailed account in suitable books in such manner as the council shall direct. The treasurer shall keep in a separate book an account of all fees received. The treasurer's books shall at all reasonable times be open to inspection.
- (4) Each month at the first meeting of the council and as often as the council shall require make to it a verified report of moneys received and disbursed and of the condition of the treasury.
- (5) Ten days before each regular city election the treasurer shall file in the clerk's office a full and minute verified report of moneys received and disbursed, tax certificates, vouchers and other things of pecuniary value in the treasurer's custody, and of all transactions of the treasurer's office from the date of the preceding like report.

## **COMPTROLLER**

### **X.12 SPECIFIC POWERS AND DUTIES OF THE COMPTROLLER.** The comptroller shall have the following powers and duties:

- (1) The comptroller shall monthly report in writing to the council at its first meeting the condition of outstanding contracts and of each of the city funds and claims payable therefrom, and shall each year on or before October first file with the clerk a detailed statement of the receipts and disbursements on account of each fund of the city and of each aldermanic district or other financial district during the preceding fiscal year, specifying the source of each receipt and the object of each disbursement, and also an estimate of the receipts and disbursements for the current fiscal year.
- (2) The comptroller shall each month and as often as reported examine the treasurer's accounts as reported and as kept, and attach thereto a report to the council as to their correctness and as to any violation by the treasurer of the treasurer's duty in the manner of keeping accounts or disbursing moneys.
- (3) The comptroller shall examine each claim presented against the city, and determine whether it is in proper form, and if it is on contract, whether authorized and correct. For these purposes the comptroller may swear witnesses and take testimony. If the comptroller finds no objection the comptroller shall mark his or her approval on the claim. If the comptroller disapproves in whole or in part, the comptroller shall report the reasons for that disapproval to the council. The comptroller shall in all

cases report evidence taken. No claim shall be considered by the council or be referred to a committee until it has been so examined and reported on.

(4) The comptroller shall countersign all contracts with the city if the necessary funds have been provided to pay the liability that may be incurred thereunder, and no contract shall be valid until so countersigned.

(5) The comptroller shall each year make a list of all certificates for the payment of which special taxes are to be levied, in time for the same to be inserted in the tax roll, and certify its correctness.

(6) The comptroller may in writing, filed in the office of the clerk, appoint a deputy who shall act under the comptroller's direction and in the comptroller's absence or disability, or in case of a vacancy shall perform the comptroller's duties. The deputy shall receive such compensation as the council provides. The acts of such deputy shall be covered by official bond as the council directs.

## **DIRECTOR OF PUBLIC WORKS**

### **X.13 SPECIFIC POWERS AND DUTIES OF THE DIRECTOR OF PUBLIC WORKS.** The Director of Public Works shall have the following powers and duties:

(1) The Director of Public works shall perform all the duties and exercise the powers of the City Engineer or shall bear responsibility for their execution.

## **CITY ASSESSOR**

### **X.14 SPECIFIC POWERS AND DUTIES OF THE CITY ASSESSOR.** The city assessor shall have the following powers and duties:

(1) Perform property tax assessments for all property within the City as required under statute.

### **X.15 QUALIFICATIONS TO SERVE AS CITY ASSESSOR.** In addition to those qualifications which apply to all Officers, the city assessor must be certified by the department of revenue as required by Wis. Stats. §§ 70.05(1) and 73.09 as qualified to perform the functions of the office of assessor.

## **CITY ATTORNEY**

### **X.16 SPECIFIC POWERS AND DUTIES OF THE CITY ATTORNEY.** The city attorney shall have the following powers and duties:

(1) Conducting all the law business in which the City is interested.



- (2) When requested by other officers, giving written legal opinions which shall be filed with the city clerk.
- (3) Drafting ordinances, bonds and other instruments as may be required.
- (4) Examining the tax assessment rolls and other tax proceedings and advising in regard thereto.
- (5) Appointing an assistant who shall have the power to perform the attorney's duties but who shall not receive compensation from the city unless otherwise provided. The city attorney shall bear responsibility for all acts performed by any assistant appointed.
- (6) Defending actions brought against any officer or employee of the City or of the Council or any board or commission thereof, growing out of any acts done in the course of employment, or out of any alleged breach of duty as such officer or employee, excepting actions brought to determine the right of such officer or employee to hold or retain that person's office or position, and excepting also actions brought by the City against any officer or employee thereof.

**X.17 QUALIFICATIONS TO SERVE AS CITY ATTORNEY.** In addition to those qualifications which apply to all Officers, the City Attorney must be an attorney licensed to practice in the State of Wisconsin and be a member in good standing with the Wisconsin State Bar.

### **CHIEF OF POLICE**

**X.18 SPECIFIC DUTIES AND POWERS OF THE CHIEF OF POLICE.** The chief of police shall have the following powers and duties:

- (1) The chief of police shall have command of the police force of the City, under direction of the mayor.
- (2) The chief of police shall collect fees for service as prescribed by law.
- (3) The chief of police shall have charge of the city jail, and shall keep a record concerning each person placed in the jail including the person's name, residence and description, the time and cause of the person's confinement, the authority under which the person was confined, and at the time of the person's release the time and authority for such release.
- (4) The chief of police shall obey all lawful orders of the mayor or the Council.

- (5) The chief of police shall possess the powers, enjoy the privileges and be subject to the liabilities conferred and imposed by law on constables, and shall be included in all writs and papers addressed to constables.
- (6) The chief of police shall, with or without process and with reasonable diligence, arrest and take before the proper court every person found in the city engaged in any disturbance of the peace or violating any law of the state or ordinance of the City. The chief of police may command any or all persons present in such cases to assist.

DRAFT

# Original Alcohol Beverage License Application

<b>FOR CLERKS ONLY</b>		Item 13.
Municipality City of Richland Center		
License Period	- 06/30/2024	

## License(s) Requested

- ☐ Class "A" Beer ..... \$ \_\_\_\_\_
 ☐ "Class A" Liquor ..... \$ \_\_\_\_\_
- ☐ Class "B" Beer ..... \$ \_\_\_\_\_
 ☒ "Class B" Liquor ..... \$ 160.27
- ☐ "Class C" Wine ..... \$ \_\_\_\_\_
 ☐ "Class A" Liquor (Cider Only) \$ \_\_\_\_\_
- ☐ Reserve "Class B" Liquor \$ \_\_\_\_\_
 ☐ "Class B" (Wine Only) Winery \$ \_\_\_\_\_

License Fees	\$160.27
Publication Fee	\$15.99
Background Check	\$15.00
<b>Total Fees</b>	<b>\$191.26</b>

## Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)

RC Tacos LLC

2. Trade Name or DBA

RC Tacos

3. Premises Address

2320 US Hwy 14 E

4. County

Richland

5. Municipality

Richland Center

6. Aldermanic District

7. Mailing Address (if different from premises address)

8. FEIN

88-0854438

9. Wisconsin Seller's Permit Number

456-10309229 28-04

10. Premises Phone

608 383 1133

11. Premises Email

CR948789@gmail.com

12. Entity Type (check one)

- ☐ Sole Proprietor
 ☐ Partnership
 ☒ Limited Liability Company
 ☐ Corporation
 ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

one story building, dinning room, front counter (where bar will be located), 3 freezers, kitchen, break room, office space, & a back storage room where 'alcohol' will be stored.

## Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate ..... ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? .... ☐ Yes ☒ No  
If yes, please explain using the space below. Attach additional sheets if necessary.

**Part C: For Corporate/LLC Applicants Only**

1. State of Registration <b>Wisconsin</b>		2. Date of Registration <b>3-04-2022</b>
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name of Parent Company	FEIN of Parent Company	
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name	Agent's First Name	Phone

**Part D: Individual Information**

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

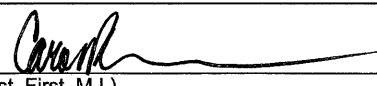
Last Name	First Name	Title	Phone
<b>Rodriguez</b>	<b>Carolina</b>	<b>Owner</b>	<b>608 475 9322</b>

**Part E: Attestation**

Who must sign this application?

- sole proprietor      • one general partner of a partnership      • one corporate officer      • one managing member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date <b>01/15/24</b>
Name (Last, First, M.I.) <b>Rodriguez Carolina</b>	
Title <b>owner</b>	Email <b>CR948789@gmail.com</b>
Phone <b>608 475 9322</b>	

**Part F: For Clerk Use Only**

Date application was filed with clerk <b>1/16/2024</b>	Date reported to governing body <b>3/5/24</b>	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town  
☐ Village of Richland Center County of Richland  
☒ City

The undersigned duly authorized officer/member/manager of RC Tacos LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

RC Tacos  
(Trade Name)  
 located at 2320 US Hwy 14 E Richland Center  
 appoints Carolina Rodriguez  
(Name of Appointed Agent)  
2350 US Hwy 14 E 53581  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Class B Beer, RC Tacos.

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 23 years

Place of residence last year 2350 US Hwy 14 E 53581

For: RC Tacos LLC  
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]  
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

## ACCEPTANCE BY AGENT

I, \_\_\_\_\_, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

\_\_\_\_\_  
(Signature of Agent) \_\_\_\_\_  
(Date) Agent's age \_\_\_\_\_  
 \_\_\_\_\_  
(Home Address of Agent) Date of birth \_\_\_\_\_

## APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 2-1-2021 by [Signature] Title Police Chief  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>Rodriguez</b>		(first name) <b>Carolina</b>		(middle name)	
Home Address (street/route) <b>2350 US Hwy 14</b>		Post Office		City <b>Richland Center</b>	State <b>WI</b> Zip Code <b>53581</b>
Home Phone Number <b>608 475 9322</b>		Age <b>46</b>	Date of Birth <b>11/4/1977</b>		Place of Birth <b>MEXICO</b>

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ **Carolina Rodriguez** of **RC Tacos LLC**  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? **23 years**
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
 If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No  
 If yes, identify. **Class B Beer license RC Tacos**  
(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
 If yes, identify.

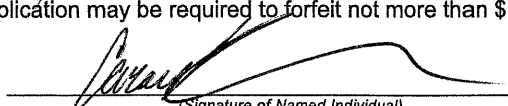
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <b>Marybell Rodriguez</b>	Employer's Address <b>2350 US Hwy 14 E</b>	Employed From <b>03/4/22</b>	To <b>present</b>
Employer's Name <b>Rodolfo Rodriguez</b>	Employer's Address <b>2350 US Hwy 14 E</b>	Employed From <b>03/4/22</b>	To <b>present</b>

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
(Signature of Named Individual)



# Application for Transfer of Retail Licenses for Sale of Fermented Malt Beverages and/or Intoxicating Liquor From One Premises to Another

FEE \$ 10.00Richland center, WisconsinJanuary 15, 20 24

To the governing body of the ☒ City ☐ Village ☐ Town of Richland center  
County of Richland Wisconsin.

The undersigned hereby applies for a transfer of Class B license from \_\_\_\_\_  
202 S. Orange St (Present Location) to 2320 US hwy 14 E (Proposed Location)  
on or about March 11<sup>th</sup> (Date).

## 1. APPLICANT: (print name and address plainly)

- (a) Full name of applicant Carolina Rodriguez (RC Tacos)  
(b) Address 2350 US hwy 14 E Richland center

2. LOCATION AND DESCRIPTION OF PREMISES TO WHICH APPLICATION FOR TRANSFER IS MADE:  
Describe building or buildings where alcohol beverages are to be sold, served, consumed, and stored.

- (a) Street number 2320 US hwy 14 E  
(b) Trade name of establishment RC Tacos  
(c) Physical description of building, buildings and/or land area comprising licensed premises.  
A house by the building, owner's home, parking lot, drive thru, and dumpsters.

(d) Legal description (omit if street address is given above.) \_\_\_\_\_

(e) Is any other business conducted on same premises? ☐ Yes ☒ No If so, what? \_\_\_\_\_(f) Was this location licensed for beer or liquor during the past year? ☐ Yes ☒ No(g) Give name and address of previous licensee. 202 S. orange st  
RC Tacos(h) Will the previous licensee surrender its license? ☒ Yes ☐ No

**ALL APPLICANTS FOR TRANSFER OF CLASS B LICENSES MUST ANSWER THE FOLLOWING:**

3. If granted, state any interest, directly or indirectly, that any brewer, bottler, wholesaler, manufacturer, or rectifier will hold in the premises for which you are applying

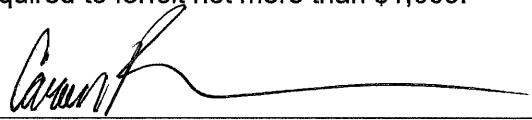
NO

4. If you do not own the fixtures, state the manner, terms and conditions under which said fixtures are held

N/A

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
(Signature)

**CLASS OF BUSINESS**

Name RC Tacos

Original Location 201. sorange st.

Ward \_\_\_\_\_

Proposed Location 2320 US hwy 14 E

Ward \_\_\_\_\_

License No. \_\_\_\_\_

Treasurer's Receipt No. \_\_\_\_\_

Filed 1/16/2024

Submitted to Council or Board

Approved \_\_\_\_\_ Date \_\_\_\_\_

Denied \_\_\_\_\_ Date \_\_\_\_\_

**APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE**

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00Application Date: 02/08/2024☐ Town ☐ Village ☐ City of Richland Ceneter County of Richland

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.at the premises described below during a special event beginning 03/23/2024 and ending 03/23/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.**1. ORGANIZATION** (check appropriate box) ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association(a) Name Richland County Performing Arts Council(b) Address 182 N Central Ave Richland Center WI 53581  
(Street)☐ Town ☐ Village ☒ City(c) Date organized 11/09/2005(d) If corporation, give date of incorporation 11/15/2005(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Norbert CalninVice President Susan CalninSecretary Kent AdsitTreasurer Michael Cosgrove(g) Name and address of manager or person in charge of affair: Michael Cosgrove**2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:**(a) Street number 182 N Central Avenue


(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? All interior only top 2 floors

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

**3. NAME OF EVENT**(a) List name of the event Symphony on the Rocks Concert(b) Dates of event March 23, 2024**DECLARATION**

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Richland Cty Performing Arts Council  
(Name of Organization)Officer  2/8/2024  
(Signature/date)Officer \_\_\_\_\_  
(Signature/date)Officer \_\_\_\_\_  
(Signature/date)Officer \_\_\_\_\_  
(Signature/date)Date Filed with Clerk 2/12/2024

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

**APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE**

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00Application Date: 2/27/24☐ Town ☐ Village ☒ City of Rickland Center County of Rickland

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.at the premises described below during a special event beginning 4-27-2024 and ending 4-27-2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.**1. ORGANIZATION** (check appropriate box) ☐ Bona fide Club ☒ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association(a) Name St. Mary of the Assumption(b) Address 160 W Fourth St. Rickland Center, WI 53581  
(Street) ☐ Town ☐ Village ☐ City

(c) Date organized \_\_\_\_\_

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair: Monsignor Roger J. Scheckel**2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:**(a) Street number 1050 N. Orange St. Rickland Center, WI

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

**3. NAME OF EVENT**(a) List name of the event 25<sup>th</sup> Annual Sportsman's Extravaganza 2024

(b) Dates of event \_\_\_\_\_

**DECLARATION**

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Monsignor Roger J. Scheckel  
(Signature/date)Officer \_\_\_\_\_  
(Signature/date)Date Filed with Clerk 2/27/2024

Date Granted by Council \_\_\_\_\_

(Name of Organization)

Officer \_\_\_\_\_  
(Signature/date)Officer \_\_\_\_\_  
(Signature/date)

Date Reported to Council or Board \_\_\_\_\_

License No. \_\_\_\_\_

**COMMON COUNCIL OF THE CITY OF RICHLAND CENTER**

**Resolution No. 2024 - \_\_\_\_**

**A RESOLUTION TO DISSOLVE DEFUNCT CITY COMMITTEES**

---

**WHEREAS**, the City of Richland Center strives to maintain an efficient and effective local government structure; and

**WHEREAS**, certain City committees have become inactive and are no longer fulfilling their designated purposes; and

**WHEREAS**, it is in the best interest of the City to streamline its committee structure and eliminate unnecessary administrative burdens;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Richland Center, Wisconsin, as follows:

**Section 1. Defunct Committees Dissolved.** The following City committees are hereby dissolved, effective immediately:

- Rapid Response Team
- Ad Hoc Chapter 485 Regulating Signs
- Ad Hoc Branding/Wayfinding Sign
- Ad Hoc Pool
- NHS Revolving Loan Fund

**Section 2. Review of Committee Structure.** The City Attorney shall conduct a review of the remaining City committees within the next six months. This review will assess the effectiveness and continued need for each committee.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force and effect from and after its passage and publication as required by law.

**APPROVED** by the Common Council of the City of Richland Center on this 5<sup>th</sup> day of March 2024 by the following vote: AYES: \_\_\_\_, NOS: \_\_\_\_

**ADOPTED** this 5th day of March 2024.

Attest:

---

Todd Coppernoll, Mayor

---

Aaron Joyce, Clerk