



OFFICIAL PUBLIC NOTICE

MEETING OF THE COMMON COUNCIL

TUESDAY, NOVEMBER 03, 2026 AT 6:30 PM

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

TEAMS: bit.ly/RCTeamsMeeting

AGENDA

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 AGENDA

APPROVAL OF MINUTES

- [1.](#) October 6, 2026 Meeting Minutes

MAYOR AND ALDERPERSONS *Committee/Commission/Board Reports; Requests for Future Agenda Items.*

DEPARTMENT HEAD REPORTS

PROCLAMATION: Crash Responder Safety Week (CRSW) November 2 to November 6, 2026

TREASURER'S REPORT

- [2.](#) Treasurer's Report
- [3.](#) Utility Treasurer's Report

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

PAYMENT OF BILLS

- [4.](#) Bills for Approval

GREATER RICHLAND AREA TOURISM REPORT

5. Annual Tourism Report - Marty Richards

CITY ADMINISTRATOR RESIGNATION

6. Accept the Resignation of City Administrator Ashley Oliphant, Effective January 1, 2027
7. Determine Next Steps for Filling the Position, Including Interim Coverage and Recruitment

BUDGET COMMITTEE RECOMMENDATIONS FOR ACTION (WALTERS)

- [8.](#) Review the 2027 Richland Center Fire Department Budget and Approve the City's 2027 Contribution

GENERAL GOVERNMENT COMMITTEE RECOMMENDATIONS FOR ACTION (CAIRNS)

- [9.](#) Consider Assignment and Amendment of Developer Agreement for 291 N Jefferson Street
- [10.](#) Consideration of Room Tax Ordinance Amendments
- [11.](#) 2027 EMS Contract with Richland County

PLANNING COMMISSION RECOMMENDATIONS FOR ACTION (JARVIS)

- [12.](#) Repeal and Replacement of Chapter 452 Floodplain Zoning Ordinance as Mandated by Wisconsin DNR
- [13.](#) **Land Division by CSM Application** of Wisconsin Corporation of Seventh Day Adventists (Tax Parcel 022-2832-4000)
- [14.](#) **Conditional Use Application** of Kalerry LLC (Tax Parcel 276-0920-0600)

PUBLIC WORKS COMMITTEE RECOMMENDATIONS FOR ACTION (SCHULTZ)

15. A Resolution Adopting Updated Airport Lease and Rental Fees and Establishing Ongoing Lease and Rental Fee Adjustments

APPOINTMENT & CONFIRMATION *Committees, Commissions and Boards*

ADJOURNMENT

Posted this 30th day of October, 2026 by 4:30 PM.

Copy to the official newspaper the Richland Observer.

PLEASE NOTE: To request disability-related accommodations, please contact City Administrator Ashley Oliphant (608-647-3466 or 450 S. Main St.) at least 24 hours in advance. Notice is hereby given that a quorum of other city governmental bodies may be present at this meeting for informational and discussion purposes only, and no formal action will be taken by those bodies at this meeting. The City of Richland Center is an equal opportunity employer, provider, and lender.



MINUTES OF THE COMMON COUNCIL

TUESDAY, OCTOBER 06, 2026 AT 6:30 PM

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

CALL TO ORDER: The meeting was called to order by Mayor Tepley at 6:30 PM. Present: Bradley Wegner, Chris Jarvis, Frank Hoffman, Rachel Schultz, Melony Walters, Douglas Martyniuk, Steve Downs, and Ryan Cairns.

Keller confirmed that the agenda was posted on Friday, October 2, 2026, with no subsequent amendments.

APPROVAL OF AGENDA: Mayor Tepley requested that Items 8 and 9 be considered after Item 6 and that Item 12 be considered after Item 9.

Motion by Cairns, second by Wegner to approve the agenda as amended. Motion carried unanimously (8-0).

APPROVAL OF MINUTES: *Motion by Hoffman, second by Cairns to waive the reading of the minutes of September 1, 2026 and September 29, 2026 Special Session, in lieu of printed copies and approve said minutes as presented. Motion carried unanimously (8-0).*

MAYOR AND ALDERPERSONS

Wegner: Reported that the Park Board welcomed a new citizen member and approved of a two-year agreement with Rotary Lights.

Jarvis: Jarvis requested clarification regarding the area identified for potential governmental or commercial use in the former UW–Platteville Richland campus redevelopment concept. Oliphant explained that the County may consider constructing a governmental building at the site; however, no decision has been made. If not used for governmental purposes, the area may be available for commercial development.

Hoffman: Requested an update on the status of the Lydia's House property conveyance.

Schultz: Reported Board of Review recently met to review assessment corrections, concluding activity for 2026. She also reported that the Public Works Committee has been reviewing library signage and other infrastructure matters. Schultz reported that the Safety Committee is reviewing the noise ordinance as it relates to large trucks, along with considerations raised by residents with pedestrian safety concerns, and support for local EMS services.

Walters: Reported that the Library Board began its budget review and discussed possible uses for a Carnegie Foundation gift. She noted that the Utility Commission meeting involved routine business.

Martyniuk: Requested future review of Republic Services following complaints about missing and significantly delayed garbage collection.

Tepley: Reviewed the revised Council seating arrangement and the trial use of an Owl camera and microphone to improve virtual-meeting audio and participation.

DEPARTMENT HEAD REPORTS

Unbehaun, Zoning Administrator: Reported that the Plan Commission reviewed two certified survey maps related to the Richland School District campus and Schreiber Foods.

Glasbrenner, Public Works Director: Reported on seasonal mowing, leaf collection, winter preparation, tree trimming, the Valley View Drive project, and the uncertain fall schedule for the Mill Street project.

Gald, Utility Manager: Reported that pipe bursting on Valley View Drive to replace a water main containing numerous prior repairs. Underground utility work at Stori Field was completed, continued work on Panorama Drive easement, along with permanent power improvements. Gald also announced the October 7 Utility Customer Appreciation event.

Attorney Michael Windle: Reported that the Lydia's House title search had been completed and the property appeared to have a marketable title. A draft transitional housing and land-use agreement was being finalized for review with Lydia's House representatives.

TREASURER'S REPORT: Molzof presented August financial reports showing a beginning cash balance of approximately \$10.4 million, receipts of approximately \$1.4 million, disbursements of approximately \$1.1 million, an ending balance of approximately \$10.7 million, and approximately \$31,000 in interest earnings. She noted that approximately half of the cash balance was designated for specific purposes.

Molzof reported that the Greater Richland Tourism account was closed in September and that RLF and CDBG activities had been separated into individual funds. Additional work included reconciling Buildings and Grounds allocations, reviewing Economic Development grant activity, collecting delinquent personal property taxes and accounts receivable, and addressing a farmland lease under attorney review.

Motion by Walters, second by Schultz to approve the City Treasurers Report as presented. Motion carried unanimously (8-0).

PUBLIC COMMENT:

Sharon Schmitz, 1875 Bowman Drive, spoke in support of maintaining a locally operated ambulance service. She encouraged Council members to remain involved in regional EMS discussions, communicate with constituents, and consider a locally developed service plan before Richland County's anticipated withdrawal from ambulance operations in December 2028.

Greg Peterson, 536 E 4th Street, expressed concern about the depth of water in the Stori Field retention pond and reported a broken tree limb that he believed should be removed.

Suzanne Fish announced that her G.R.A.C.E. team would hold a Culver's Share Night on October 7th.

PAYMENT OF BILLS: *Motion by Schultz, second by Walters to approve bills from September 2, through October 1, 2026, as presented in the amount of \$414,702.85. Upon roll call vote, motion carried unanimously (8-0).*

2025 AUDIT PRESENTED BY BILL MOILIEN OF JOHNSON BLOCK & COMPANY

Bill Moilien of Johnson Block & Company presented the City's 2025 audited financial statements and reported an unmodified opinion. He stated that the City maintained a strong financial position, with adequate liquidity and healthy fund balances. The General Fund balance increased by approximately \$650,000, and total governmental fund balances increased by approximately \$731,000 to \$11.43 million.

Moilien reviewed governmental revenues and expenditures, assigned and unassigned fund balances, loans receivable, long-term obligations, and Tax Incremental District No. 6. He noted that TID No. 6 had a positive fund balance and an expenditure period extending through September 2039. He also reported that the City's equalized property value increased approximately 45 percent over six years and encouraged continued Council review of financial reports and disbursements. He further commended Treasurer Molzof for her extensive knowledge and effectiveness, which is a great asset to City operations.

BUDGET COMMITTEE RECOMMENDATIONS FOR ACTION

Resolution 2026-12: Authorizing an Advance from the General Fund to Fund to Finance the Valley View Drive Street Project: Oliphant reported Ehlers recommendation of replacing the previously approved Water Utility loan with an interest-free General Fund advance to finance the Valley View Drive street project. The advance would be repaid through the debt service levy over three years.

Motion by Walters, second by Downs to waive the reading, and adopt Resolution No. 2026-12, authorizing an advance of \$191,407.15 from the General Fund to the Pool 4 Projects Fund to finance the Valley View Drive street project, to be repaid without interest from the debt service levy in 2027 through 2029 in place of the previously approved Water Utility loan. Upon roll-call vote, motion carried unanimously (8-0).

GENERAL GOVERNMENT COMMITTEE RECOMMENDATIONS FOR ACTION

Legal Services Agreement with Murphy Desmond S.C.: Oliphant explained that appointment of the City Attorney is separate from approval of a legal services agreement. Under Chapter 42, Michael Windle remained the appointed City Attorney as he had neither resigned nor been removed. The proposed agreement establishes the terms under which Murphy Desmond S.C. will provide legal services to the City.

Oliphant reported that the League of Wisconsin Municipalities and outside counsel had been consulted regarding the appointment process and that outside counsel reviewed the agreement. Windle explained that Appendix A of the agreement treats litigation, enforcement, development agreements, property transactions, utility matters, environmental obligations, and public works disputes as ordinary municipal legal services. Any exceptional service requiring a special rate would be brought to the Council for approval.

Motion by Downs, second by Hoffman to approve the Legal Services Agreement with Murphy Desmond S.C. Upon roll-call vote, motion carried unanimously (8-0).

PLANNING COMMISSION RECOMMENDATIONS FOR ACTION

Land Division by Certified Survey Map (CSM) Application of Richland County (Tax Parcel 276-1712-1000): Jarvis presented a certified survey map transferring approximately 19.667 acres from Tax Parcel No. 276-1712-1000 to the Richland School District for campus facilities and educational uses.

Motion by Jarvis, second by Wegner to approve the CSM submitted by Richland County, which transfers 19.667 acres from 1200 US HWY 14, Parcel No. 276-1712-1000, to the Richland School District designated as Lot 1 on CSM, subject to the conditions of the approval contained in the September 23, 2026 staff report. Motion carried unanimously (8-0).

Imposed Conditions:

1. *The certified survey map (CSM) shall conform to the plans and specifications submitted with the application dated 7/24/2026 and as presented at the Plan Commission public hearing on 9/23/2026. Any material change requires resubmittal.*
2. *The final CSM shall comply with Wis. Stat. § 236.34 and shall bear the surveyor's certification that the land division complies with all provisions of Chapter 448.*
3. *All resulting parcels and all existing structures shall comply with the setback, yard, and traffic visibility requirements of Zoning Code as measured from the proposed lot lines. No parcel shall be created that renders an existing structure, parking area, or loading area nonconforming.*
4. *The approved certified survey map shall be promptly recorded with the Richland County Register of Deeds, and two copies of the recorded map showing recording data shall be transmitted to the City.*
5. *Approval of this CSM does not authorize construction or a change in use.*
6. *Large parcel must allow for future subdivision into standard lots.*

Land Division by Certified Survey Map (CSM) Application of Schreiber Foods Inc (Tax parcel 276-2154-1000): Jarvis presented a certified survey map transferring approximately 0.27 acres from 930 Sextonville Road, Tax Parcel No. 276-2154-1000, to the adjacent property at 920 Sextonville Road, Tax Parcel No. 276-2100-7630, to provide required setbacks and safe access for a proposed intake-bay addition.

Motion by Jarvis, second by Hoffman to approve the CSM submitted by Schreiber Foods, Inc., which transfers 0.27 acres from 930 Sextonville Road, Parcel No. 276-2154-1000, to the adjacent parcel at 920 Sextonville Road, Parcel No. 276-2100-7630, subject to the conditions of the approval contained in the September 23, 2026 staff report. Motion carried unanimously (8-0).

Imposed Conditions:

1. *The certified survey map (CSM) shall conform to the plans and specifications submitted with the application dated 8/5/2026 and as presented at the Plan Commission public hearing on 09/23/2026. Any material change requires resubmittal.*
2. *The final CSM shall comply with Wis. Stat. § 236.34 and shall bear the surveyor's certification that the land division complies with all provisions of Chapter 448.*

3. *All resulting parcels and all existing structures shall comply with the setback, yard, and traffic visibility requirements of Zoning Code as measured from the proposed lot lines. No parcel shall be created that renders an existing structure, parking area, or loading area nonconforming.*
4. *Utility and drainage easements shall be shown on the face of the map.*
5. *The approved certified survey map shall be promptly recorded with the Richland County Register of Deeds, and two copies of the recorded map showing recording data shall be transmitted to the City.*
6. *Approval of this CSM does not authorize construction or a change in use.*

APPOINTMENT & CONFIRMATION

Appoint Poll Workers, Tabulators, Chief Inspectors, and Emergency Poll Workers (non-residents) for 2026-2027 Elections: *Motion by Schultz, second by Tepley, to approve poll worker list as presented. Motion passed unanimously (8-0).*

Utility Commission: *Motion by Walters, second by Downs to approve Mayor Tepley's appointment of Scotty Wallace to the Utility Commission. Motion carried unanimously (8-0).*

CLOSED SESSION: *City of Richland Center v. Richland County, et al., Richland County Case No. 26CV98, regarding reimbursement for the care of veterans' graves under Wis. Stat. § 19.85(1)(g).*

Enter Closed Session: The Chair may entertain a motion to enter into closed session pursuant to Wis. Stat. § 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. *Motion by Walters, second by Wegner to enter closed session pursuant to Wis. Stat. § 19.85(1)(e). Motion carried unanimously. Council entered closed session at 7:35 PM.*

Reconvene into Open Session: Reconvene in Open Session pursuant to Wis. Stat. § 19.85(2), with possible action to ratify the filing of a petition for writ of mandamus in *City of Richland Center v. Richland County, et al.*, Case No. 26CV98. *Motion by Schultz, second by Hoffman to reconvene in open session. Motion carried unanimously. Council reconvened in open session at 9:35 PM.*

Action on Matters Discussed During Closed Session: *Motion by Schultz, second by Downs to ratify the filing of a petition for writ of mandamus in City of Richland Center v. Richland County, et al., Richland County Case No. 26CV98, and instruct a team to continue discussions with County Board members. Upon roll-call vote, motion carried 6-2 with Jarvis and Wegner opposed.*

ADJOURNMENT: *Motion by Wegner, second by Downs to adjourn at approximately 10:00 PM. Motion carried unanimously (8-0).*

Meeting adjourned at approximately 10:00 PM.

Meeting Minutes Recorded by Clerk Amanda Keller

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	CITY OF RICHLAND CENTER - TREASURER'S REPORT							
	9/30/2026							
Bank	FUNDS	Int Rate	BEG/MO BAL	RECEIPTS	Transfers In/(Out) Between Accounts	DISBURSEMENTS	END/MO BAL	
PCB	City General Unassigned:	2.96%	\$ 244,416.97	\$ 218,375.39	\$ 300,000.00	\$ 584,110.18	\$ 178,682.18	
LGIP	#1 State Investments - Unassigned	3.81%	\$ 3,632,563.51	\$ 62,027.51	\$ (299,219.00)		\$ 3,395,372.02	
PCB	Property Tax Account (partial unassigned)	2.96%	\$ 254.83	\$ 0.62			\$ 255.45	
LGIP	#2 Landfill long term care (for landfill issues)	3.81%	\$ 687,565.61	\$ 2,153.80			\$ 689,719.41	
LGIP	#3 TIF-Panorama Estates (TIF 6)	3.81%	\$ 291,557.56	\$ 913.31			\$ 292,470.87	
LGIP	#6 TIF 2-5 (only #4)	3.81%	\$ 158,693.41	\$ 497.11			\$ 159,190.52	
CFB	RLF Business Savings	0.50%	\$ (0.00)				\$ (0.00)	
CFB	RLF Business Checking		\$ 5,000.00				\$ 5,000.00	
LGIP	#7 - RLF Account	0%	\$ 176,308.41	\$ 550.41	\$ (781.00)		\$ 176,077.82	
	RESTRICTED FUNDS: (by outside entity)		\$ -					
PCB	CDBG Housing RLF	2.96%	\$ 9,113.76	\$ 22.10			\$ 9,135.86	
Richlan	Landfill Long Term Care CD to 2045	2.48%	\$ 326,006.41	\$ 5,286.39			\$ 331,292.80	
CFB	Landfill Long Term Care CD to 2045	1.40%	\$ 309,659.85	\$ 2,161.68			\$ 311,821.53	
PCB	Library Checking	2.96%	\$ 422,029.13	\$ 2,441.36		\$ 29,945.58	\$ 394,524.91	
PCB	Room Tax	2.96%	\$ 28,491.78	\$ 28.83		\$ 17,785.12	\$ 10,735.49	
PCB	Greater Richland Tourism	2.96%	\$ 1,653.92			\$ 1,653.92	\$ 0.00	
PCB	Redevelopment Authority	2.96%	\$ 76,805.57	\$ 183.81		\$ 1,785.00	\$ 75,204.38	
LGIP	#5 Renew RC Loan Program-Affordable Hous	4.39%	\$ 894,965.31	\$ 2,803.48			\$ 897,768.79	
PCB	Renew RC Loan Program-Checking	2.96%	\$ 82,146.78	\$ 199.22			\$ 82,346.00	
	COMMITTED: (by resolution of the Council)		\$ -					
LGIP	#4 Projects committed	3.81%	\$ 3,053,100.74	\$ 9,563.86			\$ 3,062,664.60	
	ASSIGNED: (for specific use, not assigned)		\$ -					
PCB	Cemetery CDs	2.34% & 3.21%	\$ 5,059.71	\$ 99.41			\$ 5,159.12	
PCB	Centennial Committee	2.96%	\$ 3,022.46	\$ 7.33			\$ 3,029.79	
Royal	Canine Fund	0%	\$ 48,750.67	\$ 2.58		\$ 37.73	\$ 48,715.52	
PCB	Park/Rec/Comm Center	2.96%	\$ 12,576.04	\$ 30.50			\$ 12,606.54	
LGIP	#8 - Aquatic Center	3.81%	\$ 248,183.48	\$ 777.44			\$ 248,960.92	
	Total Interest Earned in Current Month			\$ 37,969.95	\$ -			
	LOANS					5/31/2026		
	Loans:		Total Debt 4/30/2026	2026 Principle	Loan Term End	Balance		
	Richland County Bank (2%)		\$ -	\$ -	Paid off 2024	\$ -		
	WPPI (no interest)		\$ 6,323.90	\$ 421.62	10/28/2027	\$ 5,902.28	As of 4/1/2026	
	State Trust Fund Loan - Panorama Est TIF 6 (3.5%)		\$ -	\$ -	Paid off 2021	\$ -		
Ehlers	Bonding - Panorama Estates TIF 6 (1.8%)		\$ 550,000.00	\$ 50,000.00	4/1/2037	\$ 550,000.00	As of 12/31/2026	
CFB	CFB Haseltine 389,390/Westside Dr \$752,000(2.73%)		\$ 250,000.00	\$ 102,000.00	4/1/2028	\$ 250,000.00	As of 12/31/2026	
Ehlers	Aquatic Center Bonding (20 Years)		\$ 2,940,000.00	\$ 205,000.00	8/1/2038	\$ 2,940,000.00	As of 12/31/2026 - F	
			\$ 3,746,323.90	\$ 357,421.62		\$ 3,745,902.28		
	Debt Capacity - WI Department of Revenue - 2026					\$ 24,879,515.00		
				% of Total Debt Capacity used		15%		
				65% Recommended Maximum	\$	16,171,684.75		
				Amt Avail to Reach 65%	\$	12,425,782.47		

CITY OF RICHLAND CENTER
BALANCE SHEET
SEPTEMBER 30, 2026

Item 2.

CITY GENERAL FUND

ASSETS

10-11001-000	CASH ON HAND-CITY OFFICE	100.00
10-11002-000	FUND CASH - CITY GENERAL CHECK	119,926.82
10-11010-000	STATE POOL #1 - GENERAL	3,395,372.02
10-11030-000	STATE POOL #3 - PANORAMA EST	291,557.56
10-11040-000	STATE POOL #4 - PROJECTS	3,062,664.60
10-11050-000	STATE POOL #5 - AFFORDABLE HOU	897,768.79
10-11060-000	STATE POOL #6 - TID 2-5	159,190.52
10-11100-000	TAX COLLECTION	255.45
10-11400-000	RENEW RC ACCOUNT	82,346.00
10-12100-000	DELINQUENT PERSONAL PROPERTY T	45,293.50
10-13000-000	DUE FROM COUNTY FOR SPECIAL AS	24,054.98
10-14100-000	A/R - OTHER A/R	96,175.29
10-14500-000	A/R - GENERAL RECEIPTS	77,807.82
10-14600-000	DUE FROM DEVELOPERS/PANORAMA	(69,490.95)
10-16100-000	ACCTS REC - ELECTRIC UTILITY	100,820.00
10-16110-000	ACCTS REC - WATER UTILITY	99,125.00
10-16120-000	ACCTS REC - SEWER UTILITY	745.00
10-16350-000	RENEW RC LOAN RECEIVABLE	57,316.31
10-16715-000	GREATER RICH TOURISM A/R	9,068.11
10-18000-000	STATE POOL #2 - LANDFILL L/T	689,719.41
10-18100-000	PARKS/REC/CC ACCOUNT	12,606.54
10-18115-000	AQUATIC CENTER FUND	248,960.92
10-18130-000	RDA FUND	75,204.38
10-18140-000	ROOM TAX ACCOUNT	10,735.49
10-18150-000	CC/SC GRANT	4.00
10-18160-000	CENTENNIAL COMMITTEE ACCT/CD	3,029.79
10-18700-000	CHILD SAFETY FUNDS - RC POLICE	137.35
10-18750-000	POLICE CANINE FUND	48,715.52
10-18800-000	CEMETERY PERPETUAL CARE ACCT	4,282.87
10-18850-000	BOWEN CEMETERY	876.25
10-18900-000	LANDFILL ESCROW	643,114.33
TOTAL ASSETS		10,187,483.67

LIABILITIES AND EQUITY

LIABILITIES

10-21000-000	VOUCHERS PAYABLE-CITY GENERAL	155,004.01
10-21100-000	ACCOUNTS PAYABLE-OTHER A/R	(62.00)
10-22000-000	ACCRUED WAGES PAYABLE	.01
10-22210-000	EMPLOYEE SHARE-HEALTH INS	14,333.50
10-22230-000	EMPLOYEE SHARE-LIFE INS	(364.76)
10-22240-000	EMPLOYEE SHARE-AFLAC	131.31
10-22250-000	EMPLOYEE SHARE-COMBINED INS	(753.52)
10-22260-000	EMPLOYEE SHARE-DENTAL INS	145.44
10-22330-000	PYRL DED- SECTION 125/MED/DEP	7,152.56
10-23300-000	ACCOUNTS DUE - LEASE/RENT DEP	750.00
10-25000-000	DUE TO OTHER GOVERNMENT	(13,031.59)
10-25100-000	SALES TAX	21.13
10-25500-000	POLICE RESTITUTION/TRIP/TVRP	192.93
10-26006-000	UNAPPLIED AR	12,499.40
10-26140-000	POSTPONED ARPA AID	204,615.29
TOTAL LIABILITIES		380,633.71

CITY OF RICHLAND CENTER
BALANCE SHEET
SEPTEMBER 30, 2026

Item 2.

CITY GENERAL FUND

<u>FUND EQUITY</u>			
10-36000-000	GENERAL FUND BALANCE	10,241,613.57	
	REVENUE OVER EXPENDITURES - YTD	(434,763.61)	
	BALANCE - CURRENT DATE	(434,763.61)	
	TOTAL FUND EQUITY		<u>9,806,849.96</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>10,187,483.67</u></u>

CITY OF RICHLAND CENTER
BALANCE SHEET
SEPTEMBER 30, 2026

Item 2.

GREATER RICHLAND TOURISM

LIABILITIES AND EQUITY

FUND EQUITY

15-31000-000	TOURISM RETAINED EARNINGS	40,123.26	
15-36000-000	TOURISM FUND BALANCE	(2,665.02)	
	REVENUE OVER EXPENDITURES - YTD	(37,458.24)	
	BALANCE - CURRENT DATE	(37,458.24)	
	TOTAL FUND EQUITY		.00
	TOTAL LIABILITIES AND EQUITY		.00

CITY OF RICHLAND CENTER
BALANCE SHEET
SEPTEMBER 30, 2026

Item 2.

LIBRARY FUND

ASSETS

20-11002-000	FUND CASH	403,320.03	
	TOTAL ASSETS		403,320.03

LIABILITIES AND EQUITY

LIABILITIES

20-21000-000	LIBRARY VOUCHERS PAYABLE	2,257.35	
20-22320-000	LIB PYRL DEDUCTION-125 PLAN/M	(350.00)	
20-22330-000	LIB PYRL DEDUCTION-125 PLAN/D	377.11	
	TOTAL LIABILITIES		2,284.46

FUND EQUITY

20-31000-000	LIBRARY RETAINED EARNINGS	251,475.09	
	REVENUE OVER EXPENDITURES - YTD	149,560.48	
	BALANCE - CURRENT DATE	149,560.48	
	TOTAL FUND EQUITY		401,035.57
	TOTAL LIABILITIES AND EQUITY		403,320.03

CITY OF RICHLAND CENTER
BALANCE SHEET
SEPTEMBER 30, 2026

Item 2.

FUND 30

ASSETS

30-11002-000	RLF CHECKING ACCOUNT	176,077.82	
30-11100-100	CDBG / RLF CHECKING ACCOUNT	5,000.00	
30-14900-000	EST UNCOLLECTIBLE RECEIVABLES	(67,069.90)	
30-15325-000	RLF RECEIVABLE - KIDS STUFF #1	67,069.90	
30-15370-000	RLF RECEIVABLE - BRICKHOUSE	6.10	
	TOTAL ASSETS		181,083.92

LIABILITIES AND EQUITY

LIABILITIES

30-26005-000	DEFERRED REVENUE	10,000.00	
	TOTAL LIABILITIES		10,000.00

FUND EQUITY

30-36000-000	RLF FUND BALANCE	168,862.63	
	REVENUE OVER EXPENDITURES - YTD	2,221.29	
	BALANCE - CURRENT DATE	2,221.29	
	TOTAL FUND EQUITY		171,083.92
	TOTAL LIABILITIES AND EQUITY		181,083.92

CITY OF RICHLAND CENTER
BALANCE SHEET
SEPTEMBER 30, 2026

Item 2.

ECONOMIC DEVELOPMENT FUND

ASSETS

40-11002-000	FUND CASH	7,919.97	
40-11010-000	CDBG CHECKING	9,135.86	
40-14900-000	EST UNCOLL CDBG LOANS	(12,895.00)	
40-15000-000	CDBG FUND - ECON DEVELOPMENT	(7,613.50)	
40-15100-000	ADVANCE - CDBG TO GENERAL	141,142.16	
40-16400-000	ALLOWANCE FOR UNCOLLECTIBLE CD	308,155.55	
TOTAL ASSETS			445,845.04

LIABILITIES AND EQUITY

FUND EQUITY

40-36000-000	GENERAL FUND BALANCE	625,978.19	
40-37000-000	RERP FUND BALANCE	2,386.44	
REVENUE OVER EXPENDITURES - YTD		(182,519.59)	
BALANCE - CURRENT DATE		(182,519.59)	
TOTAL FUND EQUITY			445,845.04
TOTAL LIABILITIES AND EQUITY			445,845.04

	2025 Budget Prev Year 12/31/2025	2025 Actual YTD 12/31/2025	2025 Budget Less Actual	%	2026 Budget (Current Year) 12/31/2026	2026 Actual YTD 9/30/2026	2026 Budget Less Actual	% S/B	2027 Budget Future Year 12/31/2027	2026 to 2027 % S/B
Administration Office										
Revenues										
Total Regulation - Licenses & Permits:	45,178.00	51,980.83	(6,802.83)	115.06%	44,998.00	13,568.84	31,429.16	30.15%	40,828.00	-9.27%
Total Public Charges for Services	-	23.00	(23.00)	#DIV/0!	-	-	0.00	#DIV/0!	-	#DIV/0!
Total Interest, Dividend, and Misc. Revenues	248,600.00	417,145.81	(168,545.81)	167.80%	250,000.00	303,463.89	(53,463.89)	121.39%	5,201,350.00	1980.54%
Administration Office Revenue Total	293,778.00	469,149.64	(175,371.64)	159.70%	294,998.00	317,032.73	(22,034.73)	107.47%	5,242,178.00	1677.02%
Expenses										
Total City Admin / Clerk / City Treasurer / Office	506,355.00	502,499.95	3,855.05	99.24%	562,090.00	336,884.99	225,205.01	59.93%	561,560.00	-0.09%
Total Elections	14,000.00	6,250.63	7,749.37	44.65%	12,400.00	7,964.71	4,435.29	64.23%	13,550.00	9.27%
Total Municipal Building	20,000.00	19,612.69	387.31	98.06%	38,550.00	18,781.97	19,768.03	48.72%	41,110.00	6.64%
Administration Office Expense Total	540,355.00	528,363.27	11,991.73	97.78%	613,040.00	363,631.67	249,408.33	59.32%	616,220.00	0.52%
Net Total Administration Office	(246,577.00)	(59,213.63)	(187,363.37)	24.01%	(318,042.00)	(46,598.94)	(271,443.06)	14.65%	4,625,958.00	-1554.51%
Elected / Appointed Officials										
Revenues										
Expenses	89,825.00	82,288.66	7,536.34	91.61%	81,035.00	44,321.96	36,713.04	54.69%	67,475.00	-16.73%
Net Total Elected / Appointed Officials	(89,825.00)	(82,288.66)	(7,536.34)	91.61%	(81,035.00)	(44,321.96)	(36,713.04)	54.69%	(67,475.00)	-16.73%
Assessor										
Revenues										
Expenses	18,700.00	4,002.90	14,697.10	21.41%	49,600.00	38,808.74	10,791.26	78.24%	49,950.00	0.71%
Net Total Assessor	(18,700.00)	(4,002.90)	(14,697.10)	21.41%	(49,600.00)	(38,808.74)	(10,791.26)	78.24%	(49,950.00)	0.71%
Airport										
Revenues	39,044.00	45,698.97	(6,654.97)	117.04%	39,312.00	38,087.19	1,224.81	96.88%	50,560.00	28.61%
Expenses	55,075.00	26,664.27	28,410.73	48.41%	61,900.00	38,911.48	22,988.52	62.86%	66,530.00	7.48%
Net Total Airport	(16,031.00)	19,034.70	(35,065.70)	-118.74%	(22,588.00)	(824.29)	(21,763.71)	3.65%	(15,970.00)	-29.30%
Public Works - Buildings & Grounds & Streets										
Revenues										
Total Buildings & Grounds	800.00	692.77	107.23	86.60%	1,000.00	-	1,000.00	0.00%	1,000.00	0.00%
Total Streets	429,084.00	441,659.13	(12,575.13)	102.93%	431,200.00	301,184.68	130,015.32	69.85%	401,164.00	-6.97%
Buildings & Grounds Revenue Total	429,884.00	442,351.90	(12,467.90)	102.90%	432,200.00	301,184.68	131,015.32	69.69%	402,164.00	-6.95%
Expenses										
Total Buildings & Grounds	487,500.00	429,014.79	58,485.21	88.00%	150,410.00	174,235.95	(23,825.95)	115.84%	207,100.00	37.69%
Total Streets	837,431.00	848,648.06	(11,217.06)	101.34%	677,700.00	430,731.38	246,968.62	63.56%	848,140.00	25.15%
Buildings & Grounds Expense Total	1,324,931.00	1,277,662.85	(47,268.15)	96.43%	828,110.00	604,967.33	223,142.67	73.05%	1,055,240.00	27.43%
Net Total Public Works (B&G & Streets)	(895,047.00)	(835,310.95)	(59,736.05)	93.33%	(395,910.00)	(303,782.65)	(92,127.35)	76.73%	(653,076.00)	64.96%
Building & Zoning										
Revenues	8,050.00	18,657.13	(10,607.13)	231.77%	12,000.00	22,057.02	(10,057.02)	183.81%	20,000.00	66.67%
Expenses	104,000.00	89,162.76	14,837.24	85.73%	97,550.00	20,848.10	76,701.90	21.37%	108,705.00	11.44%
Net Total Building & Zoning	(95,950.00)	(70,505.63)	(25,444.37)	73.48%	(85,550.00)	1,208.92	(86,758.92)	-1.41%	(88,705.00)	3.69%
Cemetery										
Revenues	32,810.00	42,080.00	(9,270.00)	128.25%	34,500.00	31,275.00	3,225.00	90.65%	50,800.00	47.25%
Expenses	10,050.00	4,656.72	5,393.28	46.34%	87,650.00	52,842.47	34,807.53	60.29%	90,110.00	2.81%
Net Total Cemetery	22,760.00	37,423.28	(14,663.28)	164.43%	(53,150.00)	(21,567.47)	(31,582.53)	40.58%	(39,310.00)	-26.04%
Economic Development										
Revenues	-	204,814.02	(204,814.02)	#DIV/0!	-	117,052.03	0.00	#DIV/0!	-	#DIV/0!
Expenses	80,770.00	290,434.41	(209,664.41)	359.58%	129,425.00	170,906.94	(41,481.94)	132.05%	136,925.00	5.79%
Net Total Economic Development	(80,770.00)	(85,620.39)	4,850.39	106.01%	(129,425.00)	(53,854.91)	41,481.94	41.61%	(136,925.00)	5.79%
Public Safety										
Revenues										
Total Police Department	121,041.00	134,183.01	(13,142.01)	110.86%	137,902.00	76,376.42	61,525.58	55.38%	142,990.00	3.69%
Total Fire & EMS	18,000.00	19,118.84	(1,118.84)	106.22%	17,800.00	20,946.07	(3,146.07)	117.67%	20,950.00	17.70%
Total Health & Human Services										
Public Safety Revenue Total	139,041.00	153,301.85	(14,260.85)	110.26%	155,702.00	97,322.49	58,379.51	62.51%	163,940.00	5.29%
Expenses										
Total Police Department	1,665,179.00	1,674,331.68	(9,152.68)	100.55%	1,894,017.00	1,299,333.04	594,683.96	68.60%	1,830,770.00	-3.34%
Total Fire & EMS	268,685.00	282,368.30	(13,683.30)	105.09%	327,741.00	266,115.71	61,625.29	81.20%	303,956.00	-7.26%
Total Health & Human Services	2,000.00	5,977.28	(3,977.28)	298.86%	1,000.00	3,937.61	(2,937.61)	393.76%	1,000.00	0.00%
Public Safety Expense Total	1,935,864.00	1,962,677.26	(26,813.26)	101.39%	2,222,758.00	1,569,386.36	653,371.64	70.61%	2,135,726.00	-3.92%
Net Total Public Safety	(1,796,823.00)	(1,809,375.41)	12,552.41	100.70%	(2,067,056.00)	(1,472,063.87)	(594,992.13)	71.22%	(1,971,786.00)	-4.61%

	2025 Budget Prev Year 12/31/2025	2025 Actual YTD 12/31/2025	2025 Budget Less Actual	%	2026 Budget (Current Year) 12/31/2026	2026 Actual YTD 9/30/2026	2026 Budget Less Actual	% S/B 75.00%	2027 Budget Future Year 12/31/2027	2026 to 2027 % S/B 83.33%
Culture - Aquatic, CC/SC, Parks, Recreation										
Revenues										
Total Aquatic Center	167,000.00	240,311.61	(73,311.61)	143.90%	175,000.00	134,046.50	40,953.50	76.60%	184,000.00	5.14% 9,000.00
Total Symons Center										#DIV/0! 0.00
Total Community / Senior Center	32,500.00	42,303.79	(9,803.79)	130.17%	48,140.00	35,398.73	12,741.27	73.53%	52,140.00	8.31% 4,000.00
Total Recreation	14,300.00	21,313.01	(7,013.01)	149.04%	23,300.00	22,094.50	1,205.50	94.83%	23,300.00	0.00% 0.00
Total Parks	25,500.00	26,683.03	(1,183.03)	104.64%	24,000.00	15,670.50	8,329.50	65.29%	15,000.00	-37.50% (9,000.00)
Parks & Recreation Revenue Total	239,300.00	330,611.44	(91,311.44)	138.16%	270,440.00	207,210.23	63,229.77	76.62%	274,440.00	1.48% 4,000.00
Expenses										
Total Aquatic Center	224,510.00	186,040.28	38,469.72	82.87%	244,250.00	197,907.69	46,342.31	81.03%	252,260.00	3.28% 8,010.00
Total Symons Center	55,000.00	53,960.41	1,039.59	98.11%	53,200.00	12,091.13	41,108.87	22.73%	35,500.00	-33.27% (17,700.00)
Total Community / Senior Center	266,766.00	259,609.92	7,156.08	97.32%	339,220.00	223,587.73	115,632.27	65.91%	330,580.00	-2.55% (8,640.00)
Total Recreation	47,250.00	36,409.25	10,840.75	77.06%	45,500.00	42,134.18	3,365.82	92.60%	45,500.00	0.00% 0.00
Total Parks	20,500.00	20,033.22	466.78	97.72%	261,250.00	35,146.60	226,103.40	13.45%	81,810.00	-68.69% (179,440.00)
Parks & Recreation Expense Total:	614,026.00	556,053.08	57,972.92	90.56%	943,420.00	510,867.33	432,552.67	54.15%	745,650.00	-20.96% (197,770.00)
Net Total Culture	(374,726.00)	(225,441.64)	(149,284.36)	60.16%	(672,980.00)	(303,657.10)	(369,322.90)	45.12%	(471,210.00)	-29.98% (201,770.00)
Refuse										
Revenues										
Total Garbage & Recycling	287,000.00	328,180.29	(41,180.29)	114.35%	331,280.00	254,974.39	76,305.61	76.97%	346,000.00	4.44% -100.00%
Total Landfill	69,000.00	81,919.95	(12,919.95)	118.72%	15,250.00	20,055.00	(4,805.00)	131.51%	-	-100.00%
Refuse Revenue Total	356,000.00	410,100.24	(54,100.24)	115.20%	346,530.00	275,029.39	71,500.61	79.37%	346,000.00	-0.15% (530.00)
Expenses										
Total Garbage & Recycling	282,000.00	288,065.32	(6,065.32)	102.15%	295,000.00	217,429.57	77,570.43	73.70%	324,100.00	9.86% 10.77%
Total Landfill	85,770.00	74,058.64	11,711.36	86.35%	31,650.00	15,933.14	15,716.86	50.34%	35,060.00	9.95% 32,510.00
Refuse Expense Total	367,770.00	362,123.96	5,646.04	98.46%	326,650.00	233,362.71	93,287.29	71.44%	359,160.00	9.95% 32,510.00
Net Total Refuse	(11,770.00)	47,976.28	(59,746.28)	-407.61%	19,880.00	41,666.68	(21,786.68)	209.59%	(13,160.00)	-166.20% 33,040.00
Fire Calls										
Revenues	25,000.00	21,194.00			25,000.00	8,584.00	16,416.00	34.34%	20,000.00	-20.00%
Expenses	20,000.00	19,494.00	506.00	97.47%	25,000.00	9,684.00	15,316.00	38.74%	20,000.00	-20.00%
Net Total Fire Calls	5,000.00	1,700.00	(506.00)	34.00%	-	(1,100.00)	1,100.00	#DIV/0!	-	#DIV/0!
Taxi										
Revenues	375,000.00	277,005.45			341,608.00	40,020.50	301,587.50	11.72%	-	-100.00% (341,608.00)
Expenses	375,000.00	355,760.66	19,239.34	94.87%	397,220.00	129,293.15	267,926.85	32.55%	-	-100.00% (397,220.00)
Net Total Taxi	-	(78,755.21)	(19,239.34)	#DIV/0!	(55,612.00)	(89,272.65)	33,660.65	160.53%	-	-100.00% (55,612.00)
Room Tax / Tourism (City Portion Only - 30%, Greater Richland Tourism 70%)										
Revenues	122,375.00	57,698.76	64,676.24	47.15%	28,760.00	58,161.87	(29,401.87)	202.23%	96,190.00	234.46% 67,430.00
Expenses	150,843.00	44,260.76	106,582.24	29.34%	26,965.00	38,374.09	(11,409.09)	142.31%	72,000.00	167.01% 45,035.00
Net Room Tax / Tourism	(28,468.00)	13,438.00	(41,906.00)	-47.20%	1,795.00	19,787.78	(17,992.78)	1102.38%	24,190.00	1247.63% (22,395.00)
All Other - Not listed within a Specific Department										
Revenues										
Total Tax Levy	2,332,552.00	2,332,552.00	0.00	100.00%	2,335,854.00	2,143,812.10	192,041.90	91.78%	2,423,652.00	3.76% 48,473.04
Total Other Taxes (PILOT, Mobile Homes, Etc)	544,000.00	571,070.58	(27,070.58)	104.98%	593,700.00	411,480.33	182,219.67	69.31%	582,368.00	-1.91%
Total Intergvmnt'l - State & Fed Aid + Grants + Utility Reimb	139,495.00	150,576.13	(11,081.13)	107.94%			0.00	#DIV/0!		#DIV/0!
Total Franchise Fees	0.00			#DIV/0!			0.00	#DIV/0!		#DIV/0!
Total Interest Income	0.00			#DIV/0!			0.00	#DIV/0!		#DIV/0!
Total Miscellaneous Revenues	1,851,258.00	1,763,712.82	87,545.18	95.27%	2,030,706.00	717,949.07	1,312,756.93	35.35%	1,998,737.00	-1.57%
All Other Revenue Total	4,867,305.00	4,817,911.53	49,393.47	98.99%	4,960,260.00	3,273,241.50	1,687,018.50	65.99%	5,004,757.00	0.90%
Expenses										
Total Insurance	293,700.00	120,948.13	172,751.87	41.18%	158,700.00	111,916.34	46,783.66	70.52%	120,500.00	-24.07% (38,200.00)
Total Audit & Legal	152,500.00	113,163.69	39,336.31	74.21%	130,000.00	106,162.00	23,838.00	81.66%	151,000.00	16.15% 21,000.00
Total Data Processing	54,300.00	55,582.97	(1,282.97)	102.36%	69,400.00	36,825.72	32,574.28	53.06%	70,500.00	1.59% 1,100.00
Total Celebrations	-	-	0.00	#DIV/0!	-	-	0.00	#DIV/0!	-	#DIV/0! 0.00
Total Debt Service	484,909.00	419,917.87	64,991.13	86.60%	482,103.00	413,268.72	68,834.28	85.72%	498,810.00	3.47% 16,707.00
Total Unallocated Contingency	42,670.00	693.64	41,976.36	1.63%	2,749,000.00	44,348.75	2,704,651.25	1.61%	55,431.00	-97.98% (2,693,569.00)
All Other Expense Total	1,028,079.00	710,306.30	317,772.70	69.09%	3,589,203.00	712,521.53	2,876,681.47	19.85%	896,241.00	-75.03%
Net Total All Other	3,839,226.00	4,107,605.23	(268,379.23)	106.99%	1,371,057.00	2,560,719.97	(1,189,662.97)	186.77%	4,108,516.00	199.66%

	2025 Budget Prev Year 12/31/2025	2025 Actual YTD 12/31/2025	2025 Budget Less Actual	%	2026 Budget (Current Year) 12/31/2026	2026 Actual YTD 9/30/2026	2026 Budget Less Actual	% S/B 75.00%	2027 Budget Future Year 12/31/2027	2026 to 2027 S/B 83.33%
Capital Outlay										
Revenues										
ARPA Funds	123,000.00	82,614.14	40,385.86	67.17%	-	-	0.00	#DIV/0!	-	#DIV/0!
Grant Funds	3,140,000.00	96,559.73	3,043,440.27	3.08%	2,749,000.00	-	2,749,000.00	0.00%	-	-100.00%
Other Miscellaneous	5,000.00	13,318.45	(8,318.45)	266.37%	-	1,888.05	(1,888.05)	#DIV/0!	-	#DIV/0!
Transfers In	-	17,479.00	(17,479.00)	#DIV/0!	1,352,433.50	-	1,352,433.50	0.00%	32,500.00	-97.60%
Capital Outlay Revenue Total	3,268,000.00	209,971.32	3,058,028.68	6.43%	4,101,433.50	1,888.05	4,099,545.45	0.05%	32,500.00	-99.21%
Expenses										
Capital Outlay Expense Total	3,781,250.00	196,785.81	3,584,464.19	5.20%	1,518,100.00	402,473.76	1,115,626.24	26.51%	4,970,750.00	227.43%
Net Capital Outlay	(513,250.00)	13,185.51	(526,435.51)	-2.57%	2,583,333.50	(400,585.71)	2,983,919.21	-15.51%	(4,938,250.00)	-291.16%
Revenues	\$ 10,195,587.00	\$ 7,500,546.25	\$ 2,593,240.20	73.57%	\$ 11,042,743.50	\$ 4,788,146.68	\$ 6,371,648.85	43.36%	\$ 11,703,529.00	5.98%
Expenditures	\$ 10,496,538.00	\$ 6,510,697.67	\$ 3,985,840.33	62.03%	\$ 10,997,626.00	\$ 4,941,201.62	\$ 6,056,424.38	44.93%	\$ 11,390,682.00	3.57%
Library Transfer Out	\$ 306,969.00	\$ 306,969.00	\$ -	100.00%	\$ 312,428.00	\$ 312,428.00	\$ -	100.00%	\$ 312,847.00	0.13%
Net Revenue Less Expenditure	\$ (607,920.00)	\$ 682,879.58	\$ (1,392,600.13)		\$ (267,310.50)	\$ (465,482.94)	\$ 315,224.47		\$ -	\$ 4,970,750.00
Ferguson Land Purchase (Contingency Funds)		\$ 646,468.29							4,970,750.00	Capital Exp
Actual Net / Revenue Over Expense	\$ (607,920.00)	\$ 1,329,347.87	\$ (1,392,600.13)		\$ (267,310.50)	\$ (465,482.94)	\$ 315,224.47		\$ 4,970,750.00	



CITY OF RICHLAND CENTER					
Utility Report - Month September 30, 2026					
FUNDS	TREASURER BAL BEG OF MONTH	RECEIPTS	TOTAL	DISBURSEMENTS	TREASURER BAL END OF MONTH
GARBAGE		25,065.84			
PUBLIC BENEFIT		3,601.08			
ELECTRIC UTILITY	413,524.14	1,302,012.14	1,744,203.20	1,339,942.02	\$ 404,261.18
WATER UTILITY	602,424.22	205,786.33	808,210.55	118,905.78	\$ 689,304.77
SEWER UTILITY	665,855.01	282,055.18	947,910.19	190,128.25	\$ 757,781.94
Fund	Total	Location	% Interest		
Electric Project Savings	410,278.90	State/LGIP	Variable 3.81		
Electric Replacement Fund	1,095,283.67	State/LGIP	Variable 3.81		
Electric Bond Fund "2027"	296,025.90	State/LGIP	Variable 3.81		
Electric Project Savings	254,754.95	State/LGIP	Variable 3.81		
Electric - AMI	448,138.71	State/LGIP	Variable 3.81		
Total Electric	2,504,482.13				
Water Project Savings	1,220,015.96	State/LGIP	Variable 3.81		
Water Replacement Fund	538,045.01	State/LGIP	Variable 3.81		
Water - Clean Wa Loan#8-2028	68,043.57	State/LGIP	Variable 3.81		
Water - Reservoir Loan#5-2039	88,756.34	State/LGIP	Variable 3.81		
Water - AMI	230,084.52	State/LGIP	Variable 3.81		
Water DNR Loan	10.00	Richland Co Bank			
Total Water	2,144,955.40				
WWTP Replacement Fund	1,343,481.18	State/LGIP	Variable 3.81		
WWTP Project Savings	737,930.73	State/LGIP	Variable 3.81		
WWTP Bond Fund "2035"	141,652.39	State/LGIP	Variable 3.81		
USDA Reserve Acct	625,000.00	State/LGIP	Variable 3.81		
WWTP -RATE STABILIZATION	1,038,028.36	State/LGIP	Variable 3.81		
USDA 2015 Bond Fund "2045"	629,671.81	Peoples Bank			
Total WWTP	4,515,764.47				
	9,165,202.00				
Unrestricted					
Electric	\$ 404,261.18				
Water	689,304.77				
WWTP	757,781.94				
TOTAL UNRESTRICTED FUNDS	1,851,347.89				
Restricted - Restricted Funds are for Projects, Bond Payments and Equipment Replacement					
Electric	2,504,482.13				
Water	2,144,955.40				
WWTP	4,515,764.47				
TOTAL RESTRICTED FUNDS	9,165,202.00				

City of Richland Center - Common Council Payment Approval Report -November 3, 2026
Invoices Approved by Dept Head Entered into System between 10/07/2026 and 10/29/2026

Item 4.

Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
TOTAL	AFLAC	Payroll: 100% contribution by the Employee		\$ 262.68			
ALLIANT ENERGY/WPL	10/9/2026	Alliant Energy - Cty Hwy B Hangar Electric	\$ 36.38		10/22/2026		
ALLIANT ENERGY/WPL	10/9/2026	Airport: Cty Hwy B Runway Lt	\$ 145.38		10/22/2026		
ALLIANT ENERGY/WPL	10/12/2026	PW/B&G: Hwy 80 Shelter	\$ 51.19		10/22/2026		
ALLIANT ENERGY/WPL	10/15/2026	PW/Streets: Street Lts 14-Walmart	\$ 16.31				
TOTAL	ALLIANT ENERGY/WPL			\$ 249.26			
AllPaid	9/28/2026	Police: Refund of CC Payment to wrong Agency - Silvia Osorio, Mateo Osorio Paredes	\$ 175.30		10/8/2026		
TOTAL	AllPaid			\$ 175.30			
AMAZON CAPITAL SERVICES	10/2/2026	Office: Utility Customer Appreciation Supplies for City	\$ 29.59		10/15/2026	Gen Govt	10/27/2026
AMAZON CAPITAL SERVICES	10/19/2026	POLICE: Pens, Envelopes, Paper Cutter, Trunk or Treat Decorations	\$ 101.22			Public Safety	11/2/2026
AMAZON CAPITAL SERVICES	10/20/2026	Parks & Rec: Pool Depth Markers, Treats, Laminate, Paper, Etc	\$ 105.81			Park Board	10/22/20026
AMAZON CAPITAL SERVICES	10/20/2026	Parks & Rec: Pool Depth Markers, Treats, Laminate, Paper, Etc	\$ 70.36			Public Works	10/15/2026
AMAZON CAPITAL SERVICES	10/20/2026	Parks & Rec: Pool Depth Markers, Treats, Laminate, Paper, Etc	\$ (2.00)			Park Board	10/22/20026
AMAZON CAPITAL SERVICES	10/20/2026	Parks & Rec: Pool Depth Markers, Treats, Laminate, Paper, Etc	\$ 56.46			Park Board	10/22/20026
AMAZON CAPITAL SERVICES	10/22/2026	Zoning: Address Labels	\$ 13.57				
AMAZON CAPITAL SERVICES	10/22/2026	Office: Lamination Sheets	\$ 8.32				
AMAZON CAPITAL SERVICES	10/22/2026	PW/B&G: Brass Faucet Adapters	\$ 79.90				
AMAZON CAPITAL SERVICES	10/18/2026	PW/B&G: Brass Hose Bib Backflow Preventer	\$ 46.99				
TOTAL	AMAZON CAPITAL SERVICES			\$ 510.22			
TOTAL	American Heritage I	Payroll: 100% contribution by the Employee		\$ 167.58			
TOTAL	ASSURITY LIFE INSL	Payroll: 100% contribution by the Employee		\$ 41.57			
AUTO VALUE PARTS STORES	9/30/2026	PW/B&G: CRC White Lithium	\$ 11.99		10/22/2026	Public Works	10/15/2026
TOTAL	AUTO VALUE PARTS STORES			\$ 11.99			
AUTO ZONE	10/15/2026	Police: Squad Car - 2021 Dodge Ram Truck Wiper Blades	\$ 41.98			Public Safety	11/2/2026
TOTAL	AUTO ZONE			\$ 41.98			
BADGER WELDING SUPPLY, INC	9/30/2026	PW/Streets: Monthly Cylinder PW/Streets: Monthly Cylinder PW/Streets: Monthly cylinder Rental Rentals	\$ 13.50		10/22/2026	Public Works	10/15/2026
TOTAL	BADGER WELDING SUPPLY, INC			\$ 13.50			
BOARDMAN & CLARK LLP	10/26/2026	Police: Union Negotiations	\$ 3,487.50				
BOARDMAN & CLARK LLP	10/26/2026	Admin: Legal Services City Attorney Questions	\$ 765.00				
BOARDMAN & CLARK LLP	10/26/2026	Police: Union Negotiations (Attend Meeting Disbursements)	\$ 106.40				
TOTAL	BOARDMAN & CLARK LLP			\$ 4,358.90			
TOTAL	Champion Health	Payroll: 100% contribution by the Employee		\$ 380.00			
COMPLETE OFFICE OF WISCONSIN	10/20/2026	Police: Calendars	\$ 33.56			Public Safety	11/2/2026
COMPLETE OFFICE OF WISCONSIN	10/19/2026	Police: Calendars	\$ 39.57			Public Safety	11/2/2026
TOTAL	COMPLETE OFFICE OF WISCONSIN			\$ 73.13			
Crane Engineering	9/17/2026	Parks & Rec: WAC Maintenance and Repair	\$ 560.00		10/15/2026	Park Board	10/22/20026
TOTAL	Crane Engineering			\$ 560.00			
Dawn Wemmer	10/15/2026	Customer Refunds - Overpayment - Fire Call Invoice #7021 Overpayment	\$ 20.00		10/15/2026	Gen Govt	10/27/2026
TOTAL	Dawn Wemmer			\$ 20.00			
TOTAL	Delta Dental	Payroll: Both Employer and Employee Sponsored benefits		\$ 1,311.24			
EGOLDFAX	10/8/2026	City Hall: Port of Fax Numbers to E-Gold Fax - Share Library Subscription	\$ 20.50				
TOTAL	EGOLDFAX			\$ 20.50			

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FRONTIER	10/1/2026	Police: Voice Grade Channel Termination	\$ 10.70		10/22/2026	Public Safety	11/2/2026
FRONTIER	10/9/2026	PW/Airport: 608-383-0969 Phone Line	\$ 151.42		10/22/2026		
FRONTIER	10/9/2026	PW/Airport: 608-647-4237 Phone Line	\$ 151.42		10/22/2026		
TOTAL	FRONTIER			\$ 313.54			
Gary's Lawn Care LLC	10/15/2026	B&G: Spec Assess Mowing: 276-1663-1000, Nicholson,472 E 4th Street	\$ 75.00				
Gary's Lawn Care LLC	10/5/2026	B&G: Spec Assess Mowing: 276-1663-1000, Nicholson,472 E 4th Street	\$ 75.00				
Gary's Lawn Care LLC	10/5/2026	B&G: Spec Assess Mowing: 276-2100-6711, Mark Prouty, 610 S Sheldon	\$ 75.00				
Gary's Lawn Care LLC	10/15/2026	B&G: Spec Assess Mowing: 276-1683-1200, Sue Carter, 441 W Third Street	\$ 75.00				
Gary's Lawn Care LLC	10/3/2026	B&G: Spec Assess Mowing: 276-1683-1200, Sue Carter, 441 W Third Street	\$ 75.00				
Gary's Lawn Care LLC	10/15/2026	B&G: Spec Assess Mowing: 276-2100-6711, Mark Prouty, 610 S Sheldon	\$ 75.00				
TOTAL	Gary's Lawn Care LLC			\$ 450.00			
GENERAL COMMUNICATIONS,	10/7/2026	POLICE: Squad 3 Radio	\$ 2,313.01				
TOTAL	GENERAL COMMUNICATIONS,			\$ 2,313.01			
GENUINE TELECOM	10/1/2026	Clerk Fax	\$ 41.38		10/8/2026	Gen Govt	10/27/2026
GENUINE TELECOM	10/1/2026	City Office / Muni Bldng Line #1	\$ 13.89		10/8/2026	Gen Govt	10/27/2026
GENUINE TELECOM	10/1/2026	450 S Main / Muni Bldng Line #2	\$ 36.88		10/8/2026	Gen Govt	10/27/2026
GENUINE TELECOM	10/1/2026	Mayor	\$ 35.38		10/8/2026	Gen Govt	10/27/2026
GENUINE TELECOM	10/1/2026	Assessor / Muni Bldng Line #3	\$ 35.38		10/8/2026	Gen Govt	10/27/2026
GENUINE TELECOM	10/1/2026	Visitor	\$ 35.38		10/8/2026		
GENUINE TELECOM	10/1/2026	1050 N Orange	\$ 130.00		10/8/2026	Park Board	10/22/20026
GENUINE TELECOM	10/1/2026	608-647-8126	\$ 39.88		10/8/2026	Public Safety	11/2/2026
GENUINE TELECOM	10/1/2026	608-647-2103	\$ 35.38		10/8/2026	Public Safety	11/2/2026
GENUINE TELECOM	10/1/2026	608-647-2104	\$ 36.88		10/8/2026	Public Safety	11/2/2026
GENUINE TELECOM	10/1/2026	608-647-6316	\$ 36.88		10/8/2026	Public Safety	11/2/2026
GENUINE TELECOM	10/1/2026	608-647-3559	\$ 36.13		10/8/2026		
GENUINE TELECOM	10/1/2026	Unlimited Fiber & Static IP	\$ 140.00		10/8/2026		
GENUINE TELECOM	10/1/2026	1050 N Orange Ln 2	\$ 40.63		10/8/2026	Public Works	10/15/2026
GENUINE TELECOM	10/1/2026	1050 N Orange Ln 3	\$ 41.88		10/8/2026		
GENUINE TELECOM	10/1/2026	1050 N Orange	\$ 35.38		10/8/2026	Park Board	10/22/20026
GENUINE TELECOM	10/1/2026	1050 N Orange - Alarm	\$ 36.88		10/8/2026	Public Works	10/15/2026
GENUINE TELECOM	10/1/2026	1050 N Orange	\$ 36.88		10/8/2026	Public Works	10/15/2026
TOTAL	GENUINE TELECOM			\$ 845.09			
TOTAL	INTERNAL REVENUE	Payroll: Both ER & EE Share - FICA & Federal W/Holding		\$ 35,621.74			
KOELSCH, BEN	10/15/2026	Elected: Sponsor of Government Mtgs on You Tube: 1 Council, 1 Utility	\$ 966.87				
TOTAL	KOELSCH, BEN	Commission		\$ 966.87			
METCO, INC	10/15/2026	PW/Airport:Monthly Airport Inspection	\$ 189.00		10/22/2026		
TOTAL	METCO, INC			\$ 189.00			
TOTAL	MetLife	Payroll: 100% contribution by the Employee		\$ 447.82			
MURPHY DESMOND LAYWERS SC	10/5/2026	Legals: Prosecutions - Matter #261443	\$ 2,040.00		10/15/2026	Gen Govt	10/27/2026
MURPHY DESMOND LAYWERS SC	10/5/2026	Legals: Wal-Mart Tax Appeals Matter #261374	\$ 2,258.96		10/15/2026	Gen Govt	10/27/2026

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TOTAL	MURPHY DESMOND LAYWERS SC			\$ 4,298.96			
NEUMAN POOLS INC	9/22/2026	Parks & Rec: Manhole Gasket	\$ 297.82		10/15/2026	Park Board	10/22/20026
NEUMAN POOLS INC	10/1/2026	Parks & Rec: Close Pool	\$ 1,457.62		10/15/2026	Park Board	10/22/20026
NEUMAN POOLS INC	10/13/2026	Parks & Rec: Close Pool	\$ 285.16			Park Board	10/22/20026
TOTAL	NEUMAN POOLS INC			\$ 2,040.60			
Options Lab, Inc	9/30/2026	EE Random Selection: Annual Consortium Fee - ProRated	\$ 12.50		10/15/2026	Gen Govt	10/27/2026
Options Lab, Inc	9/30/2026	EE Random Selection: Annual Consortium Fee - ProRated	\$ 37.50		10/15/2026	Gen Govt	10/27/2026
Options Lab, Inc	9/30/2026	EE Random Selection: Utility Employee	\$ 55.00		10/15/2026	Gen Govt	10/27/2026
TOTAL	Options Lab, Inc			\$ 105.00			
PEPSI-COLA OF LACROSSE	6/18/2026	PW/Aquatic: Concessions	\$ 352.00		10/22/2026	Park Board	10/22/20026
TOTAL	PEPSI-COLA OF LACROSSE			\$ 352.00			
Petersen Products Co., LLC	10/13/2026	Parks & Rec: Pipe Plug, Mechanical, Hand Tight	\$ 168.35			Park Board	10/22/20026
TOTAL	Petersen Products Co., LLC			\$ 168.35			
PINE RIVER LEASING, INC	8/26/2026	PW/B&G: Brush Hog Rental - BLDG-PROP/EQUIPMENT LEASE	\$ 279.50		10/22/2026		
PINE RIVER LEASING, INC	8/26/2026	PW/Streets: Brush Hog Rental - STREETS/EQUIPMENT RENTAL	\$ 838.00		10/22/2026		
TOTAL	PINE RIVER LEASING, INC			\$ 1,117.50			
Pine River Tire & Auto LLC	10/23/2026	PW/B&G: Dismount Old Tire and Mount New Tire	\$ 25.00				
TOTAL	Pine River Tire & Auto LLC			\$ 25.00			
PIONEER PRINT CO LLC	10/7/2026	Clerk: Tablecloth Branding	\$ 24.95		10/15/2026	Gen Govt	10/27/2026
TOTAL	PIONEER PRINT CO LLC			\$ 24.95			
PREMIER CO-OP	9/30/2026	PW/B&G: Fuel	\$ 2,146.39		10/22/2026	Public Works	10/15/2026
PREMIER CO-OP	9/30/2026	PW/B&G: BLDG-PROP/GASOLINE	\$ 1,519.40		10/22/2026	Public Works	10/15/2026
TOTAL	PREMIER CO-OP			\$ 3,665.79			
QTPOD	10/27/2026	PW/Airport: QTPod Terminal Repair - AIRPORT/MAINT-REPAIRS	\$ 7.00				
TOTAL	QTPOD			\$ 7.00			
RHYME BUSINESS PRODUCTS-DALLAS	11/6/2026	Admin/City Office: Copier Lease	\$ 477.71			Gen Govt	10/27/2026
RHYME BUSINESS PRODUCTS-DALLAS	11/6/2026	Admin/City Office: Copier Lease - One Time Origination Fee - New Copiers	\$ 125.00			Gen Govt	10/27/2026
TOTAL	RHYME BUSINESS PRODUCTS-DALLAS			\$ 602.71			
RHYME BUSINESS PRODUCTS-DALLAS	10/26/2026	CC/SC: Copier Lease	\$ 180.03				
TOTAL	RHYME BUSINESS PRODUCTS-DALLAS			\$ 180.03			
RICHLAND CENTER POLICE PROFESSIONAL	10/7/2026	UNION DUES POLICE UNION DUES Pay Period: 10/02/2026	\$ 250.00		10/22/2026	Gen Govt	10/27/2026
RICHLAND CENTER POLICE PROFESSIONAL	10/21/2026	UNION DUES POLICE UNION DUES Pay Period: 10/16/2026	\$ 250.00		10/22/2026	Gen Govt	10/27/2026
TOTAL	RICHLAND CENTER Payroll: 100% contribution by the Employee			\$ 500.00			
TOTAL	RICHLAND CENTER UTILITIE			\$ 15,727.61			
RICHLAND COUNTY REGISTER OF DEEDS	10/15/2026	Zoning: Copy Fees - Omans Fair View Docs per Erin	\$ 28.00			Gen Govt	10/27/2026
TOTAL	RICHLAND COUNTY REGISTER OF DEEDS			\$ 28.00			
RICHLAND FIRE DISTRICT	9/24/2026	Incident #226161, Dubuque Moving & Storage, 09/24/2026, Accident	\$ 612.00		10/15/2026	Gen Govt	10/27/2026
RICHLAND FIRE DISTRICT	9/28/2026	Incident #226163, 09/28/2026, Accident at 875 US Hwy 14	\$ 600.00			Gen Govt	10/27/2026
RICHLAND FIRE DISTRICT	9/26/2026	Incident #226162, 09/26/2026, Jeffery J Scallon Accident	\$ 600.00			Gen Govt	10/27/2026
TOTAL	RICHLAND FIRE DISTRICT			\$ 1,812.00			
RICHLAND HOSPITAL, INC	9/6/2026	Police: Blood Alcohol Draw - Isidro Orduno, Eustoquio, and Petters Espinoza, Steven	\$ 186.00		10/22/2026	Public Safety	11/2/2026
TOTAL	RICHLAND HOSPITAL, INC			\$ 186.00			
RICHLAND OBSERVER	9/14/2026	Zoning: Conditional Use Permit Notice - Schreiber Foods	\$ 28.56		10/8/2026	Gen Govt	10/27/2026

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RICHLAND OBSERVER	9/30/2026	Elected: Aug 18, 2026 Meeting Minutes Published 9/10/2026	\$ 157.62		10/8/2026	Gen Govt	10/27/2026
<i>TOTAL</i>	<i>RICHLAND OBSERVER</i>			\$ 186.18			
RODRIGUEZ, JOEL M	10/19/2026	Police: Interpreter Services	\$ 62.50			Public Safety	11/2/2026
<i>TOTAL</i>	<i>RODRIGUEZ, JOEL M</i>			\$ 62.50			
RUNNING, INC	10/8/2026	Taxi: Shared Ride Taxi Service	\$ 37,656.01		10/22/2026	Gen Govt	10/27/2026
RUNNING, INC	10/8/2026	Taxi: Shared Ride Taxi Service - Fare Revenue	\$ (9,121.00)		10/22/2026	Gen Govt	10/27/2026
<i>TOTAL</i>	<i>RUNNING, INC</i>			\$ 28,535.01			
SEXTONVILLE WATERWORKS	10/7/2026	PW/Airport: Water and Sewer Charges	\$ 159.72		10/15/2026	Public Works	10/15/2026
<i>TOTAL</i>	<i>SEXTONVILLE WATERWORKS</i>			\$ 159.72			
Sheboygan Warning Systems	10/14/2026	PW/PS: Siren Maintenance & Repairs	\$ 3,171.00				
<i>TOTAL</i>	<i>Sheboygan Warning Systems</i>			\$ 3,171.00			
Sit & Git Portables, LLC	10/19/2026	PW/B&G: Parks Portable Units	\$ 289.60				
<i>TOTAL</i>	<i>Sit & Git Portables, LLC</i>			\$ 289.60			
Slama Equipment	10/26/2026	PW/Streets: Equipment - 2027 Gator	\$ 11,524.34		10/26/2026		
<i>TOTAL</i>	<i>Slama Equipment</i>			\$ 11,524.34			
STRANG HEATING & ELECTRIC RC	10/12/2026	Admin: Telephone Service -Moving phone extensions for changes in workspace	\$ 251.50			Gen Govt	10/27/2026
<i>TOTAL</i>	<i>STRANG HEATING & ELECTRIC RC</i>			\$ 251.50			
TC AUTOWORKS LLC	9/29/2026	Police: 2022 Ram 1500 Oil Change	\$ 55.92		10/22/2026	Public Safety	11/2/2026
<i>TOTAL</i>	<i>TC AUTOWORKS LLC</i>			\$ 55.92			
TC NETWORKS, INC	9/18/2026	Office: Cameras - Split 50% with Utilities - Pool #4 Designated Funds	\$ 462.84		10/15/2026	Gen Govt	10/27/2026
TC NETWORKS, INC	9/18/2026	Office: Cameras - Split 50% with Utilities - Pool #4 Designated Funds	\$ 462.83		10/15/2026	Gen Govt	10/27/2026
<i>TOTAL</i>	<i>TC NETWORKS, INC</i>			\$ 925.67			
Terry's Tire Service	10/18/2026	Police: Enforcement/Investigation - 2026-1764, Recover from Ditch, Towed to RC	\$ 380.00			Public Safety	11/2/2026
<i>TOTAL</i>	<i>Terry's Tire Service</i>			\$ 380.00			
US BANK	10/6/2026	Office: Project Board and ADH DOT	\$ 11.44			Gen Govt	10/27/2026
US BANK	10/9/2026	Office: Election Supplies, Glue Sticks, Key Rings, Tape	\$ 15.87			Gen Govt	10/27/2026
US BANK	10/6/2026	Office: Cord for Owl for Meetings	\$ 12.25			Gen Govt	10/27/2026
US BANK	10/10/2026	Police: Email Adress Licenses - Annual	\$ 107.88			Public Safety	11/2/2026
US BANK	10/10/2026	Office: Foxit PDF Editor - Jeanie Subscription - Sales Tax to be refunded	\$ (8.80)			Gen Govt	10/27/2026
US BANK	10/10/2026	Office: Foxit PDF Editor - Jeanie Subscription	\$ 168.79			Gen Govt	10/27/2026
US BANK	9/23/2026	Police: K9 Chewy - Dog Food and Vitamins	\$ 175.42		10/9/2026	Public Safety	11/2/2026
US BANK	9/1/2026	Police: NIC Traffic Violation Registration Program	\$ 3.04		10/9/2026		
US BANK	10/5/2026	Business Cards - Sales Tax Refunded	\$ (1.32)		10/9/2026		
US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (1.98)		10/9/2026		
US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (1.98)		10/9/2026		
US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (1.32)		10/9/2026		
US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (2.63)		10/9/2026		
US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (2.63)		10/9/2026		
US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (0.66)		10/9/2026		
US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (1.32)		10/9/2026		
US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (2.63)		10/9/2026		
US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (6.59)		10/9/2026		
US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (1.32)		10/9/2026		

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US BANK	10/4/2026	Business Cards - Sales Tax Refunded	\$ (2.63)		10/9/2026		
US BANK	10/23/2026	Econ Development: Claude Pro Subscription	\$ 20.00				
US BANK	10/20/2026	Police: Office Supplies - Stapler and Post-It Notes	\$ 36.21			Public Safety	11/2/2026
US BANK	10/20/2026	Police: Trunk or Treat Candy	\$ 97.70			Public Safety	11/2/2026
US BANK	10/20/2026	Police: Fall Conference Registration Fee - WI Crisis Negotiators	\$ 250.00			Public Safety	11/2/2026
US BANK	10/27/2026	Police: TVRP Vehicle Suspensions due to Unpaid Parking Tickets	\$ 18.36			Public Safety	11/2/2026
US BANK	10/28/2026	Office: Foxit PDF Editor - Amanda Subscription	\$ 7.15				
US BANK	10/29/2026	Office: Foxit PDF Editor - Misty Subscription	\$ 129.99				
US BANK	10/16/2026	Clerk: Election Supplies Glue Sticks	\$ 6.88				
US BANK	10/27/2026	PW/Landfill: Closure Camera Subscription	\$ 9.00				
US BANK	10/29/2026	Office: Foxit PDF Editor - Misty Subscription	\$ 7.15				
US BANK	10/28/2026	PW/B&G: Ventrac Belts, Oil, Blades	\$ 746.71				
US BANK	10/28/2026	Office: Foxit PDF Editor - Amanda Subscription	\$ 129.99				
US BANK	10/16/2026	Clerk: Election Supplies Glue Sticks	\$ (3.44)				
US BANK	10/29/2026	Office: Foxit PDF Editor - Misty Subscription Sales Tax To be Refunded	\$ (7.15)				
US BANK	10/28/2026	Office: Foxit PDF Editor - Amanda Subscription - Sales Tax Refund	\$ (7.15)				
TOTAL	US BANK			\$ 1,900.28			
UTILITIES	10/22/2026	PW/B&G: City Hall Water Plumbing Repair - BLDG-PROP/MAINT/REPAIRS	\$ 56.95				
UTILITIES	10/22/2026	PW/Landfill: Leachaate Hauled from Landfill	\$ 962.50				
TOTAL	UTILITIES			\$ 1,019.45			
VIERBICHER ASSOCIATES, INC	10/8/2026	Professional: HUD Grant Administration - Paul M Junion	\$ 2,640.00			Gen Govt	10/27/2026
TOTAL	VIERBICHER ASSOCIATES, INC			\$ 2,640.00			
WALSH'S ACE HARDWARE	10/7/2026	PW/Streets: LP for Patch Wagon	\$ 278.43		10/22/2026	Public Works	10/15/2026
TOTAL	WALSH'S ACE HARDWARE			\$ 278.43			
WE ENERGIES	10/12/2026	1055 N Orange Pool	\$ 28.05		10/22/2026	Park Board	10/22/20026
WE ENERGIES	10/12/2026	1055 N Orange Concessions	\$ 31.63		10/22/2026	Park Board	10/22/20026
WE ENERGIES	10/12/2026	1050 N Orange CC/SC	\$ 49.30		10/22/2026	Park Board	10/22/20026
WE ENERGIES	10/12/2026	450 S Main / Muni Bldng	\$ 11.76		10/22/2026	Gen Govt	10/27/2026
WE ENERGIES	10/12/2026	1300 N Park Cemetery Garage	\$ 10.89		10/22/2026		
WE ENERGIES	10/12/2026	950 N Orange - Krouskop Warming	\$ 13.41		10/22/2026		
WE ENERGIES	10/12/2026	141 W Robb Road	\$ 60.96		10/22/2026		
WE ENERGIES	10/12/2026	1100 N Jefferson Parks Dept Garage	\$ 10.89		10/22/2026		
TOTAL	WE ENERGIES			\$ 216.89			
TOTAL	WI Deferred Compe Payroll: 100% contribution by the Employee			\$ 2,408.49			
TOTAL	WI Dept of EE Trust : Payroll: WRS - Both Employee and Employer Portion Represented			\$ 173,430.12			
TOTAL	WI DEPT OF REVENUE Payroll: 100% Employee Withholding			\$ 6,311.50			
WI DEPT OF REVENUE-AV FUEL	10/7/2026	Aviation Fuel Tax	\$ 10.38		10/30/2026	Public Works	10/15/2026
TOTAL	WI DEPT OF REVENUE-AV FUEL			\$ 10.38			
WI DEPT OF REVENUE-BUSINESS	10/5/2026	Assessor: WI DOR Annual Assessment of Manufacturing Property Fees	\$ 2,300.89		10/30/2026	Gen Govt	10/27/2026
TOTAL	WI DEPT OF REVENUE-BUSINESS			\$ 2,300.89			
WI DEPT OF TRANS-FINANCIAL OPERATIONS	10/1/2026	PW/Airport: Airport Master Plan	\$ 1,029.08				
TOTAL	WI DEPT OF TRANS-FINANCIAL OPERATIONS			\$ 1,029.08			
WIL-KIL PEST CONTROL	9/9/2026	Parks: Community Center / Senior Center Pest Control	\$ 88.90		10/22/2026	Park Board	10/22/20026
WIL-KIL PEST CONTROL	9/9/2026	Office: Municipal Building Pest Control	\$ 73.44		10/22/2026	Public Works	10/15/2026

City of Richland Center - Common Council Payment Approval Report -November 3, 2026
Invoices Approved by Dept Head Entered into System between 10/07/2026 and 10/29/2026

Item 4.

Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
TOTAL		WIL-KIL PEST CONTROL		\$ 162.34			
TOTAL		WORKSITE SOLUTIC Payroll: 100% Employee Withholding		\$ 46.70			

TOTAL BILLS PRESENTED FOR APPROVAL:

\$ 317,482.41 General Fund

Of the Total bills presented for approval, excluding Library Bills, **\$288,085.73** have been reviewed and audited by the appropriate committee (Public Works, Public Safety, Park Board, and/or General Government) as noted on the invoice listing. The remaining **\$29,396.68** consists of invoices that have been reviewed and approved by the appropriate department head, but due to timing of meetings and payment due dates, have not yet been presented to the appropriate committee for review and audit. These invoices are authorized for payment by the Common Council and shall be presented to the Appropriate Committee at its next meeting for subsequent review and audit, with the following exceptions, (if any):

Total Bills Presented: \$317,482.41

Public Works Reviewed and Audited: \$4,398.00

Public Safety Reviewed and Audited: \$1,746.04

Park Board Reviewed and Audited: \$3,644.48

General Government Reviewed and Audited: \$278,297.21

Exeptions:

Filed in the office of the City Clerk/Treasurer



	2025 Budget	2026 Budget	As of 9.4.26	Proposed 2027 Budget
City Assessment	\$ 148,159.46	\$ 148,159.46	\$ 148,159.46	\$ 153,345.04
Rural Assessment	\$ 148,159.46	\$ 148,159.46	\$ 148,159.46	\$ 153,345.04
Consumables	\$ -	\$ -	\$ -	
Ambulance Calls	\$ 3,500.00	\$ 3,500.00	\$ 3,400.00	\$ 4,000.00
City Calls	\$ 30,000.00	\$ 30,000.00	\$ 13,684.00	\$ 30,000.00
Coroner Calls	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 600.00
Rural Calls	\$ 51,000.00	\$ 56,136.57	\$ 32,266.00	\$ 50,000.00
Interest	\$ 15,000.00	\$ 15,000.00	\$ 18,478.94	\$ 20,000.00
2% Dues	\$ 35,000.00	\$ 48,000.00	\$ 32,628.22	\$ 55,000.00
Income of FFP Grant	\$ 8,000.00		\$ 4,844.05	
Misc Income		\$ -	\$ 46,908.97	
Total Income	\$ 439,818.93	\$ 449,955.50	\$ 448,529.10	\$ 466,290.08
Contingency Acct.	\$ -	\$ 2,400.00	\$ -	
Fire Prevention	\$ 3,000.00	\$ 3,090.00	\$ -	\$ 3,500.00
Fireman Training	\$ 3,500.00	\$ 3,605.00	\$ 800.00	\$ 3,700.00
Fuel	\$ 7,700.00	\$ 7,931.00	\$ 4,626.85	\$ 9,000.00
Insurance	\$ 22,000.00	\$ 22,660.00	\$ 15,811.00	\$ 24,000.00
Department Expense	\$ 12,000.00	\$ 12,360.00	\$ 4,105.37	\$ 12,500.00
Expense of FFP Grant	\$ 15,000.00	\$ 15,450.00	\$ 10,702.64	\$ 15,250.00
Radio Contract	\$ -	\$ -		
Vehicle Repairs	\$ 27,018.93	\$ 27,829.50	\$ 2,839.29	\$ 28,640.08
Equipment Expense	\$ 60,000.00	\$ 61,800.00	\$ 25,407.38	\$ 65,000.00
Fire Station Maintenance	\$ 20,000.00	\$ 20,600.00	\$ 42,459.72	\$ 25,000.00
Fire Station Utilities	\$ 12,000.00	\$ 12,360.00	\$ 9,394.08	\$ 13,790.00
Payroll Expenses Medicare/SS	\$ 11,000.00	\$ 11,330.00	\$ 1,611.60	\$ 12,000.00
Custodian	\$ 5,900.00	\$ 4,000.00	\$ -	
Fire Chief	\$ 21,700.00	\$ 21,700.00	\$ 14,368.78	\$ 21,700.00
Fire Inspector	\$ 11,000.00	\$ 11,000.00	\$ 6,416.69	\$ 11,000.00
Fireman Retirement Plan	\$ 5,000.00	\$ 5,150.00	\$ -	\$ 6,000.00
Fireman Pay	\$ 116,000.00	\$ 119,480.00	\$ -	\$ 128,000.00
Secretary/Treasurer	\$ 7,000.00	\$ 7,210.00	\$ 4,666.64	\$ 7,210.00
Vehicle Replacement	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
Total Expense	\$ 439,818.93	\$ 449,955.50	\$ 223,210.04	\$ 466,290.08

Approved by the Fire Board on October 12, 2027

CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Item 9.

Agenda Item: Consider Assignment and Amendment of Developer Agreement for 291 N Jefferson Street

Prepared by: Jasen Glasbrenner, Director of Economic Development

Meeting Date: Common Council on 11-03-2026

Committee Review: General Government Committee on 10-27-2026 – *Motion by Cairns to recommend that the Common Council approve assignment and amendment of the developer agreement from ENS Development, LLC to a new developer, subject to the below seven conditions. Seconded by Schultz. Motion carried unanimously (3-0).*

Background: The City has received a request to consider reassignment of the existing developer agreement for 291 N. Jefferson Street (Block 4, Lot 2; Tax Parcel 276-2100-0420) to a new property owner / developer. The current developer, ENS Development, LLC, paid \$6,000 for the lot in 2024. Staff reports that the \$10,000 performance deposit has been forfeited and construction deadlines have passed.

Under Section 4, the agreement cannot be assigned without the City's prior written approval, which may not be unreasonably withheld. The new owner must agree in writing to take on all of ENS's obligations.

Staff Recommendation: Staff recommends that the City approve the transfer under the following conditions:

- 1. Transfer deadline.** ENS must transfer the property to the new developer, and all transfer documents must be signed and recorded with the Richland County Register of Deeds, by February 1, 2027.
- 2. Penalties waived if the deadline is met.** If the transfer is completed by February 1, 2027, the City will not enforce the penalties that have built up under the current agreement (about \$6,500 to date, increasing \$500 per month). If the transfer is not completed by that date, the City keeps all of its rights under the current agreement, including collecting those penalties.
- 3. New developer takes on the agreement.** The new developer must agree in writing to take on the Developer Agreement and all of its obligations, as amended.
- 4. New 18-month deadline.** The construction schedule in Section 2.4 will be replaced with one deadline. The new developer must obtain an occupancy permit from the City Building Inspector within 18 months of February 1, 2027 (by August 1, 2028).
- 5. Payment in lieu of taxes.** If the new developer does not obtain an occupancy permit by the 18-month deadline, the new developer must make a payment in lieu of taxes (PILOT) in an amount determined by the City Assessor using the standard method. This requirement will be written into the amended agreement.
- 6. No cost to the City.** ENS or the new developer must pay all costs of the transfer, including legal, title, and recording costs.
- 7. Legal review and recording.** The assignment and amendment must be in a form approved by the City Attorney and recorded with the Register of Deeds with reference to the original agreement (Document #338358).

Financial Impact: No cost to the City. If the transfer is completed on time, the City will not collect the penalties owed by ENS under the current agreement.

Potential Action:

COUNCIL: Motion to approve the assignment and amendment of the Developer Agreement for 291 N Jefferson Street from ENS Development, LLC to [new developer], subject to the conditions in the Staff Recommendation, and authorizing execution of the documents by the City Administrator and City Attorney.

Attachment(s):

- Development Agmt_291 N Jefferson St_03-15-2024_ROD Recorded
- 2024-0301 ENS - Executed Offer To Purchase for 291 N Jefferson Lot

338358**SUSAN TRIGGS****REGISTER OF DEEDS****RICHLAND COUNTY, WI****03/15/2024 09:32 AM****REC FEE: 30.00 PAGES: 8**This document was electronically recorded
and returned to the submitter.

Document Number

Document Title

Developer Agreement

Lot Two (2) in Block Four (4), City of Richland Center, as laid out and plotted by Ira S. Haseltine. June 6, 1851, on the Northwest Quarter (NW 1/4) of section Twenty-One (21), Township Ten (10) North, Range One (1) East, Richland County, Wisconsin.

Recording Area

Name and Return Address

TitleWorks, LLC
161 N. Central Ave., P.O. Box 469
Richland Center, WI 53581-0469

276-2100-0420

Parcel Identification Number (PIN)

Document Prepared by:

Mark A. Crary, TitleWorks, LLC

Document Number

Document Title

Developer Agreement

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Richland Center, WI 53581-0469

276-2100-0420

Parcel Identification Number (PIN)

Document Prepared by:

Mark A. Crary, TitleWorks, LLC

**291 N JEFFERSON ST. – MULTI-FAMILY DUPLEX – UP TO FOUR UNIT
DEVELOPER AGREEMENT
(ZONED CG – COMMERCIAL GENERAL)**

Item 9.

This Agreement made 15th day of March, 2024 by and between the CITY OF RICHLAND CENTER, a municipal corporation of the State of Wisconsin, hereinafter called “City” and ENS Development, LLC, hereinafter called “Developer”.

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

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

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

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

SECTION 1. PARTIES BOUND

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

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

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

SECTION 2. CONSTRUCTION REQUIREMENTS

2.1 - Restricting Type of Development upon Lot.

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

**DEVELOPER AGREEMENT
(ZONED CG – COMMERCIAL GENERAL)**

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.

**DEVELOPER AGREEMENT
(ZONED CG – COMMERCIAL GENERAL)**

- 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**

DEVELOPER AGREEMENT
(ZONED CG – COMMERCIAL GENERAL)

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

**DEVELOPER AGREEMENT
(ZONED CG – COMMERCIAL GENERAL)**

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: ENS Development, LLC
 18988 Jones Lane
 Richland Center, WI 53581

SECTION 9. AGREEMENT BINDING

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

DEVELOPER AGREEMENT
(ZONED CG – COMMERCIAL GENERAL)

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.

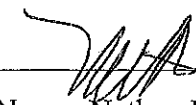
FOR THE DEVELOPER:

 MEMBER

Name: Elijah L Adams
 Title: Member

3-15/2024

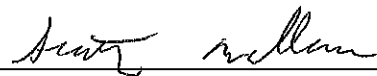
Date

 member

Name: Nathan P Olson
 Title: Member

3/15/24

Date

 member

Name: Scotty D Wallace
 Title: Member

3-15-24

Date

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss

COUNTY OF RICHLAND)

Personally came before me this 15 day of March, 2024, the above named

Elijah L. Adams , Nathan P Olson , Scotty D. Wallace .

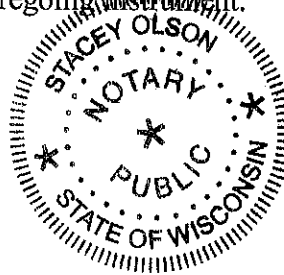
to me known to be the person who executed the foregoing instrument.

Stacey Olson

Notary Public, State of Wisconsin

Name: Stacey Olson

My Commission: 8-15-25



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

FOR THE CITY:

Nash Dabner

Name: Jasen Glasbrenner

Title: Richland Center Economic Development Director

3/15/2024
Date

ACKNOWLEDGMENT

[illegible]

Personally, came before me this 15 day of March, 2024, the above named

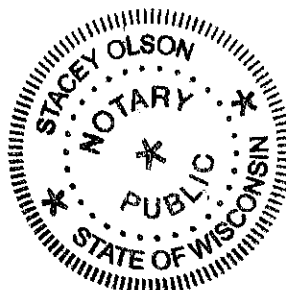
Jasen Glasbrenner, to me known to be the persons who executed the foregoing instrument.

Stacey Olson

Notary Public, State of Wisconsin

Name: Stacey Olson

My Commission: 8-15-25



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 tran
118 lines located on but not directly serving the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

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

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

252 _____

253 _____

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

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

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

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

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

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

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

274 _____

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

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

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

279 ☐ other: _____

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

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

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

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

293 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

355 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple

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

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Item 9.

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

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

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

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

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

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

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

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

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

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

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

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

447 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

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

451 Other: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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.

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

CITY OF RICHLAND CENTER AGENDA ITEM DATA SHEET

Agenda Item: Consideration of Ordinance No. 2026-TBD Amending Chapter 309 (Room Tax) of the City of Richland Center Code of Ordinances

Meeting Date(s): General Government Committee on 10/27/2026 and Common Council on 11/3/2026

Requested & Presented by: Ashley Oliphant, City Administrator

Background:

The City imposes a room tax on hotel, motel, and other short-term lodging stays under Wis. Stat. § 66.0615. Chapter 309 was created in 2006 at 2.5%. The rate was raised to 5% in 2013 and to 7% in 2022. Most of the chapter has not been updated since 2013 and no longer matches current state law.

The proposed amendment raises the rate to 8%, the maximum allowed by state law, and updates the chapter to match the statute. The changes would take effect on January 1, 2027.

What the amendment does:

Rate (309.01): Raises the room tax from 7% to 8%. The tax is applied to the “sales price” to match current statutory wording.

Use of proceeds (309.02): States that at least 70% goes to tourism promotion and development through the tourism entity designated by the Council, with the balance to the general fund. This is required by Wis. Stat. § 66.0615(1m)(d) and matches the City's current practice. The current text says all proceeds go to the general fund.

Short-term rentals and online platforms (309.07, 309.21): Clarifies that short-term rental owners also need the existing room tax permit before renting, even if they rent only through a platform such as Airbnb. Platforms collect and forward the tax as required by Wis. Stat. § 66.0615(1r).

Appeals (309.09): Disputes currently go to the Board of Review, which only hears property assessment matters. Under the amendment, appeals follow Chapter 68 of the Wisconsin Statutes: review by the City Administrator, then appeal to the General Government Committee.

Penalties (309.22): Adds a forfeiture of \$100 to \$500 for operating without a permit, failing to file returns, or other violations. The 2013 rewrite removed the only penalty for these violations.

Clean-up: Adds the annual report to the Department of Revenue, corrects duplicate section numbers and headings, adds a four-year limit on audit determinations, and moves all definitions to one section.

Financial Impact: Raising the rate from 7% to 8% increases room tax collections by about 14%, assuming lodging activity stays the same. At least 70% of collections go to tourism promotion and development, and the balance goes to the general fund.

Funding Source: N/A. Revenue item.

Recommended Action:

GENERAL GOVERNMENT: Motion to recommend that the Common Council adopt Ordinance No. 2026-TBD amending Chapter 309 (Room Tax), effective January 1, 2027.

COUNCIL: Motion to adopt Ordinance No. 2026-TBD amending Chapter 309 (Room Tax), effective January 1, 2027.

Attachment(s): Chapter 309 Room Tax: Current Text and Proposed Amendments (October 22, 2026)

CITY OF RICHLAND CENTER
CHAPTER 309: ROOM TAX
Current Text and Proposed Amendments
Proposed Effective Date: January 1, 2027

DRAFT FOR LEGAL REVIEW AND COUNCIL CONSIDERATION

How to Read This Document

Part 1 is Chapter 309 as it currently reads. Part 2 shows every proposed change to the current text. Part 3 is a clean copy of Chapter 309 as it would read on January 1, 2027.

In Part 2, ~~struck red text~~ is removed and double-underlined blue text is added. Plain text does not change.

Amendment History

Year	Action	Rate	Notes
2006	Ordinance 2006-11 created Chapter 309	2.5%	Adopted July 5, 2006; effective September 1, 2006
2013	Room Tax Rate Increase	5%	Adopted August 20, 2012; effective October 1, 2013.
2022	Room Tax Rate Increase	7%	Approved April 5, 2022; effective July 1, 2022.
2027	Proposed (this document)	8%	Proposed effective January 1, 2027

Summary of Proposed Changes

Section	Proposed change	Reason
309.01	Rate raised from 7% to 8%. Tax base changed from “gross receipts” to “sales price.” Marketplace providers and short-term rental owners named. Federal and s. 77.54(9a) exemptions added. Selective sales tax sentence removed.	8% is the statutory maximum. Matches the current wording of s. 66.0615(1m)(a). The old “gross receipts” definition, s. 77.51(4), is no longer the measure used. The selective sales tax sentence has no basis in the current statute.
309.02	At least 70% goes to tourism promotion and development through the designated tourism entity (or a commission). The balance goes to the general fund.	Required by s. 66.0615(1m)(d)1. because the City first imposed the tax after May 13, 1994. The current text sends all proceeds to the general fund.
309.03	Returns report the sales price and any sales taxed by a marketplace provider.	Consistent with 309.01 and 309.21.
309.04	Annual return is calendar year only.	The current text says both “calendar year” and “calendar or fiscal year.”

309.06	Room tax sharing program limited to the City's retained share. Treasurer files the annual DOR report by May 1.	Keeps the 70% tourism share intact. The report is required by s. 66.0615(4).
309.07	Short-term rental owners must get a permit before renting, even if they rent only through a platform.	Lets the City know who is renting. Allowed under s. 66.1014(2)(d)2.
309.09	Renumbered from the duplicate "309.05." Appeals follow Chapter 68: request for review to the Treasurer, review by the City Administrator, then appeal to the General Government Committee. The Committee's decision is final, subject to court review.	The Board of Review only hears property assessment matters. Chapter 68 gives operators notice and a hearing before an impartial decision maker.
309.11, 309.12	Headings corrected. Four-year limit on audit determinations added.	The penalty is in 309.12, not 309.11. The four-year limit is in s. 66.0615(2)(a).
309.13(3)	"Refund or" added.	Matches s. 66.0615(2)(d).
309.16	Wording matched to the statute and applied to marketplace providers.	s. 66.0615(2)(e).
309.18	Covers information obtained from marketplace providers. Typo fixed.	s. 66.0615(3).
309.19	Definitions added for hotel, motel, transient, sales price, short-term rental, marketplace terms, and tourism terms.	Puts all definitions in one place.
309.21 (new)	Marketplace providers (such as Airbnb) collect and forward the tax. The City will not collect it again from the host.	s. 66.0615(1r).
309.22 (new)	Forfeiture of \$100 to \$500 for operating without a permit, not filing returns, or other violations.	The 2013 rewrite removed the only penalty for these violations.
Throughout	"This section" and "this ordinance" changed to "this chapter."	Clarity.

PART 1: CHAPTER 309 AS CURRENTLY ADOPTED

CHAPTER 309

CREATING AND IMPOSING A ROOM TAX IN THE CITY OF RICHLAND CENTER

309.01 Seven Percent (7%) Room Tax Imposed. Pursuant to §66.0615, Wis. Stats., a tax is hereby imposed on the privilege and service of furnishing, at retail, rooms or lodging to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations. In this Subsection, “hotel”, “motel”, and “transient” shall have the meaning set for in §77.52(2)(a)1, Wis. Stats. and “gross receipts” shall have the meaning set forth in §77.51.(4), Wis. Stats., in so far as applicable. The tax shall be at the rate of seven percent (7%) of the gross receipts from such retail furnishing of rooms or lodging. The tax shall not be subject to the selective sales tax imposed by §77.52(2), Wis. Stats.

309.02 Application of Proceeds. The proceeds of the tax, when collected, less all collection expenses, shall be assigned to the general fund and disbursed as provided by State law.

309.03 Tax to be Paid and Returns Filed Quarterly. The tax imposed by this chapter shall be paid for each calendar quarter and shall be due and payable on the last day of the month next succeeding the calendar quarter for which imposed. A return shall be filed with the City Treasurer by those furnishing at retail such rooms and lodging on or before the same date on which such tax is due and payable. Such return shall show the gross receipts of the preceding calendar quarter from the retail furnishing of rooms or lodging, the amount of taxes imposed for such period, and such other information as the City Treasurer deems necessary.

309.04 Annual Return Required. Every person required by sec. 309.03 to file a quarterly return shall file an annual calendar year-return. The annual return shall be filed within thirty (30) days of the close of each calendar or fiscal year. The annual return shall summarize the quarterly returns, reconcile and adjust for errors in the quarterly returns, and shall contain such additional information as the City Treasurer requires. The annual returns shall be made on forms prescribed by the City Treasurer. All such returns shall be signed by the person required to file a return or his/her duly authorized agent, but need not be verified by oath.

309.05 Extension of Time to File Return on Showing of Good Cause. The City Treasurer may, for good cause, extend the time for filing any return, but in no event longer than one (1) month from the original due date of the return.

309.06 Finance and Budget Committee and City Treasurer to Administer. The provisions of this section shall be administered by the City Treasurer with oversight provided by the City Finance and Budget Committee. The City Council may establish at the recommendation of the Finance and Budget Committee through a separate City Resolution the following programs: (a) Room Tax

Sharing Program. A room tax sharing program may include a separate established review panel made up of other governmental agencies and business and citizens of the community. The City Treasurer shall establish such forms and procedures as are reasonably necessary to carry out its intent and purposes.

309.07 Permit Required. Every person furnishing rooms or lodging under sec. 309.01 shall file with the City Treasurer an application for a permit for each place of business. The application shall be made upon a form prescribed by the City Treasurer and shall set forth the name under which the applicant transacts or intends to transact business, the location of the place of business, and such other information as the City Treasurer requires. The application shall be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of the owner.

309.08 City Treasurer to Issue Permit. After compliance with sec. 309.07 and sec. 309.17 by the applicant, the City Treasurer shall grant and issue to each applicant a separate permit for each place of business within the City. Such permit shall not be assignable and shall be valid only for the person in whose name it is issued and for the transaction of business at the place designated therein. It shall at all times be conspicuously displayed at the place for which issued.

309.05 Appeal of Amount of Room Tax. Any person who shall dispute the amount of tax levied by this ordinance may file a petition with the City Treasurer setting forth the basis for the dispute of the tax. The merits of such dispute shall be determined by the Board of Review. As a condition to filing a petition, the taxes under protest shall first be paid in full. Any such tax wrongfully assessed shall be refunded to the payer.

309.10 Procedure Where Business is Sold. If a person liable for a tax under this section sells the business or terminates the business, the purchaser, successor or assigns of the person so liable shall withhold from the purchase price a sum sufficient to pay any unpaid room taxes accrued prior to the sale or termination until the Seller produces a receipt from the City Treasurer that the tax has been determined and fully paid or a certificate that no tax is due. Any purchaser who fails to withhold the room tax from the purchase price as required herein shall be personally liable for payment of the amount required to be withheld.

309.11 Audits; Penalty for Failure to Allow Inspection.

(1) The City Treasurer may, by office audit, determine the tax required to be paid to the City or the refund due to any person under this subsection. This determination may be made upon the basis of the facts contained in the return being audited or on the basis of any other information within the City Treasurer's possession. One or more such office audit determinations may be made by the City Treasurer as deemed necessary.

309.12 Audit.

(1) The City Treasurer may, by field audit, determine the tax required to be paid to the City or the refund due to any person under this section. The determination may be made upon the basis of the facts contained in the return being audited or upon any other information within the City Treasurer's possession. The City Treasurer is authorized to examine and inspect the state sales tax records, and memoranda, of any person in order to verify the tax liability of that person or of another person.

(2) If the City Treasurer has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, the City Treasurer may inspect and audit the financial records of any person subject to the room tax pertaining to the furnishing of accommodations to determine whether the correct amount of room tax is assessed and whether any room tax return is correct.

(3) Any person who fails to comply with a request to inspect and audit the financial records pursuant to (2) shall forfeit to the City an amount equal to five per cent (5%) of the room tax as finally determined.

(4) The City Treasurer is authorized to examine and inspect state sales tax records of the Wisconsin Department of Revenue in order to establish or verify the tax liability.

309.13 Failure to File Returns, Determination of Tax Estimate by City Treasurer, Interest.

(1) If any person required to make a return fails to file, neglects or refuses to do so for the amount, in the manner and form and within the time prescribed by the City for filing of the return, the City Treasurer shall determine the tax according to his/her best judgment. Such determinations may be made for one or more periods.

(2) Such determination shall be made for the period for which such person failed to make a return and shall be based upon any information which is in the City Treasurer's possession or which may come into the City Treasurer's possession. On the basis of this estimate, the City Treasurer shall compute and determine the amount required to be paid to the City, adding to the sum interest at the rate of one per cent (1%) per month on the unpaid balance from the date the tax would have been due had a return been timely filed until the tax is paid.

(3) No modification of the payment so determined may be made until the person files a correct room tax return and permits the City to inspect and audit his or her financial records.

309.14 Interest Charged on Unpaid Tax.

(1) All unpaid taxes imposed under this chapter shall bear interest at the rate of one percent (1%) per month from the due date of the tax until the first day of the month following the month in which the tax is paid or deposited with the City Treasurer.

(2) All refunded taxes shall bear interest at twelve percent (12%) per annum from the due date of the return until the first day of the month following the month in which said taxes are refunded.

(3) An extension of time within which to file a return shall not operate to extend the due date of the return for purposes of interest computation. If the City Treasurer determines that any overpayment of tax has been made intentionally or by reason of carelessness or neglect, or if the tax which was overpaid was not accompanied by a complete return, no interest shall be paid thereon.

309.15 Delinquent Returns. Late Filing Fee. Delinquent tax returns shall be subject to a Ten Dollar (\$10.00) late filing fee. The tax imposed by this section shall become delinquent if not paid:

(1) In the case of a timely filed return, within thirty (30) days after the due date of the return, or within thirty (30) days after the expiration of an extension period if one has been granted.

(2) In the case of no return filed, or a return filed late, by the due date of the return.

309.16 Penalty for Failure to Pay Tax. Any person who fails to pay the room tax when due shall forfeit twenty-five percent (25%) of the room tax determined to due for the previous year or \$5,000.00, whichever is less plus all applicable costs, fees and surcharges imposed under Ch. 814 Wis. Stats., and in the event such forfeiture, costs, fees and surcharges are not paid, such person, officer, director of such corporation, any partner of such partnership, sole member or managing member of a limited liability company, any trustee of such trust or any officer or principal of any other legal entity may, upon order of the Circuit Court, be subject to any sanctions duly imposed by the Court for such failure to pay. Such forfeiture shall be in addition to all interest imposed by this chapter.

309.17 Records to be Kept. Every person liable for the tax imposed by this section shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as the City Treasurer requires.

309.18 Confidentiality of Records; Penalty for Improper Disclosure.

(1) All tax returns, schedules, exhibits, writings, audit reports or other information relating to such returns on file with the City Treasurer shall be confidential, except the City Treasurer may divulge their contents to the following and no others:

(a) The person who filed the return.

(b) Officers, agents or employees of the Wisconsin Department of Revenue.

(c) Officers, agents or employees of the City as may be necessary to enforce the or this chapter, manage collection of the room tax or otherwise use the information in the discharge of duties imposed by law or the duties of their office.

(d) As directed by an order of a court.

(2) Any publication of statistics related to the room tax shall be classified so as not to disclose the identity of particular returns.

(3) Any person violating sec. 309.18 may be required to forfeit not less than \$100 nor more than \$500.

309.19 Definition. As used in this chapter, the term person shall include a natural person or any officer of a corporation, any partner of a partnership, any sole member or managing member of a limited liability company, any trustee of a trust or any officer or principal of any other legal entity which is subject to the room tax imposed by this chapter.

309.20 Severability. If any Provision, section, subsection, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid, illegal, unconstitutional or otherwise not legally enforceable, whether as to any specific property or as to all properties in a class or as to all properties within the City of Richland Center, such holding or decision shall not affect the validity of the remaining portions of this Ordinance, or the applicability of this Ordinance to any property outside of the class to which it has so been held invalid which can be given effect without the invalid, illegal, unconstitutional provision or application, it being specifically intended that the various provisions of this Ordinance be deemed severable.

Notes on Part 1:

Section 309.01 reflects the 2022 rate increase to seven percent (7%). All other text is from Ordinance 2013-12 as printed, including its original wording, numbering, and typographical errors.

The appeal section is numbered "309.05" in Ordinance 2013-12. It appears between 309.08 and 309.10 and is treated as 309.09.

PART 2: PROPOSED AMENDMENTS (REDLINE)

~~Deleted text~~ | Added text

CHAPTER 309

CREATING AND IMPOSING A ROOM TAX IN THE CITY OF RICHLAND CENTER

309.01 ~~Seven~~Eight Percent ~~(7%)~~(8%) Room Tax Imposed.

~~Pursuant to §66.0615, Wis. Stats., a tax is hereby imposed on the privilege and service of furnishing, at retail, rooms or lodging to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations. In this Subsection, "hotel", "motel", and "transient" shall have the meaning set for in §77.52(2)(a)1, Wis. Stats. and "gross receipts" shall have the meaning set forth in §77.51.(4), Wis. Stats., in so far as applicable. The tax shall be at the rate of seven percent (7%) of the gross receipts from such retail furnishing of rooms or lodging. The tax shall not be subject to the selective sales tax imposed by §77.52(2), Wis. Stats.~~

Pursuant to s. 66.0615, Wis. Stats., a tax is hereby imposed on the sales price from selling or furnishing, at retail, except sales for resale, rooms or lodging to transients by hotelkeepers, motel operators, marketplace providers, owners of short-term rentals, and other persons or retailers selling or furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations. The tax shall be at the rate of eight percent (8%) of the sales price from such retail furnishing of rooms or lodging. The tax may be collected from the consumer or user. The tax shall not be imposed on sales to the federal government or to persons listed under s. 77.54(9a), Wis. Stats.

309.02 Application of Proceeds.

~~The proceeds of the tax, when collected, less all collection expenses, shall be assigned to the general fund and disbursed as provided by State law.~~ (1) At least seventy percent (70%) of the room tax collected shall be spent on tourism promotion and tourism development as required by s. 66.0615(1m)(d)1., Wis. Stats. That amount shall be forwarded to the tourism entity designated by the Common Council or, if the City creates a commission under s. 66.0615(1m)(c), Wis. Stats., to that commission, under a written agreement approved by the Common Council.

(2) The balance of the room tax collected shall be assigned to the general fund.

309.03 Tax to be Paid and Returns Filed Quarterly.

The tax imposed by this chapter shall be paid for each calendar quarter and shall be due and payable on the last day of the month next succeeding the calendar quarter for which imposed. A return shall be filed with the City Treasurer by those furnishing at retail such rooms and lodging

on or before the same date on which such tax is due and payable. Such return shall show the ~~gross total receipts~~ sales price of the preceding calendar quarter from the retail furnishing of rooms or lodging, any sales on which a marketplace provider collected the tax under sec. 309.21, the amount of taxes imposed for such period, and such other information as the City Treasurer deems necessary.

309.04 Annual Return Required.

Every person required by sec. 309.03 to file a quarterly return shall file an annual calendar ~~year-return~~ year return. The annual return shall be filed within thirty (30) days of the close of each calendar ~~or fiscal~~ year. The annual return shall summarize the quarterly returns, reconcile and adjust for errors in the quarterly returns, and shall contain such additional information as the City Treasurer requires. The annual returns shall be made on forms prescribed by the City Treasurer. All such returns shall be signed by the person required to file a return or his/her duly authorized agent, but need not be verified by oath.

309.05 Extension of Time to File Return on Showing of Good Cause.

The City Treasurer may, for good cause, extend the time for filing any return, but in no event longer than one (1) month from the original due date of the return.

309.06 Finance and Budget Committee and City Treasurer to Administer.

The provisions of this ~~section~~ chapter shall be administered by the City Treasurer with oversight provided by the City Finance and Budget Committee. The City Council may establish at the recommendation of the Finance and Budget Committee through a separate City Resolution the following programs: (a) Room Tax Sharing Program. A room tax sharing ~~program~~ program, funded only from the balance retained by the City under sec. 309.02(2), may include a separate established review panel made up of other governmental agencies and business and citizens of the community. The City Treasurer shall establish such forms and procedures as are reasonably necessary to carry out its intent and purposes. The City Treasurer shall file the annual room tax report with the Wisconsin Department of Revenue on or before May 1 of each year as required by s. 66.0615(4), Wis. Stats.

309.07 Permit Required.

Every person furnishing rooms or lodging under sec. ~~309.01~~ 309.01, including the owner of a short-term rental, shall file with the City Treasurer an application for a permit for each place of ~~business~~ business before furnishing rooms or lodging at that place. A permit is required even if all rentals are made through a marketplace provider that collects the tax under sec. 309.21. The application shall be made upon a form prescribed by the City Treasurer and shall set forth the name under which the applicant transacts or intends to transact business, the location of the place of business, and such other information as the City Treasurer requires. The application shall

be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of the owner.

309.08 City Treasurer to Issue Permit.

After compliance with sec. 309.07 and sec. 309.17 by the applicant, the City Treasurer shall grant and issue to each applicant a separate permit for each place of business within the City. Such permit shall not be assignable and shall be valid only for the person in whose name it is issued and for the transaction of business at the place designated therein. It shall at all times be conspicuously displayed at the place for which issued.

~~309.05~~309.09 Appeal of ~~Amount of Room Tax.~~ Tax Determination.

~~Any person who shall dispute the amount of tax levied by this ordinance may file a petition with the City Treasurer setting forth the basis for the dispute of the tax. The merits of such dispute shall be determined by the Board of Review. As a condition to filing a petition, the taxes under protest shall first be paid in full. Any such tax wrongfully assessed shall be refunded to the payer.~~ (1) Any person aggrieved by a determination of the City Treasurer under this chapter may seek review under Chapter 68, Wis. Stats., as provided in this section. A written request for review shall be filed with the City Treasurer within thirty (30) days after notice of the determination.

(2) The City Administrator shall review the determination and issue a written decision within fifteen (15) days after the request is filed.

(3) A person aggrieved by the review decision may appeal to the General Government Committee within thirty (30) days after notice of that decision. The Committee shall serve as the impartial decision maker under s. 68.11, Wis. Stats. No member who took part in the determination or review, or who has a financial interest in the matter, shall participate. The Committee's written decision shall be final, subject to judicial review under s. 68.13, Wis. Stats.

(4) As a condition of review, the tax determined to be due shall first be paid in full, under protest if the person so elects. Any tax found to be wrongfully assessed shall be refunded with interest as provided in sec. 309.14(2).

309.10 Procedure Where Business is Sold.

If a person liable for a tax under this ~~section~~chapter sells the business or terminates the business, the purchaser, successor or assigns of the person so liable shall withhold from the purchase price a sum sufficient to pay any unpaid room taxes accrued prior to the sale or termination until the Seller produces a receipt from the City Treasurer that the tax has been determined and fully paid or a certificate that no tax is due. Any purchaser who fails to withhold the room tax from the

purchase price as required herein shall be personally liable for payment of the amount required to be withheld.

309.11 ~~Audits;Office~~ ~~Penalty for Failure to Allow Inspection.~~Audit.

~~(1)~~The City Treasurer may, by office audit, determine the tax required to be paid to the City or the refund due to any person under this ~~subsection.~~chapter. This determination may be made upon the basis of the facts contained in the return being audited or on the basis of any other information within the City Treasurer's possession. One or more such office audit determinations may be made by the City Treasurer as deemed necessary.

309.12 ~~Audit.~~Field Audit; Penalty for Failure to Allow Inspection.

(1) The City Treasurer may, by field audit, determine the tax required to be paid to the City or the refund due to any person under this ~~section.~~chapter. The determination may be made upon the basis of the facts contained in the return being audited or upon any other information within the City Treasurer's possession. The City Treasurer is authorized to examine and inspect the state sales tax records, and memoranda, of any person in order to verify the tax liability of that person or of another person.

(2) If the City Treasurer has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, the City Treasurer may inspect and audit the financial records of any person subject to the room tax pertaining to the furnishing of accommodations to determine whether the correct amount of room tax is assessed and whether any room tax return is correct. A determination under this subsection shall be provided in writing within four (4) years after the due date of the return, unless no return has been filed.

(3) Any person who fails to comply with a request to inspect and audit the financial records pursuant to (2) shall forfeit to the City an amount equal to five per cent (5%) of the room tax as finally determined.

(4) The City Treasurer is authorized to examine and inspect state sales tax records of the Wisconsin Department of Revenue in order to establish or verify the tax liability.

309.13 Failure to File Returns, Determination of Tax Estimate by City Treasurer, Interest.

(1) If any person required to make a return fails to file, neglects or refuses to do so for the amount, in the manner and form and within the time prescribed by the City for filing of the return, the City Treasurer shall determine the tax according to his/her best judgment. Such determinations may be made for one or more periods.

(2) Such determination shall be made for the period for which such person failed to make a return and shall be based upon any information which is in the City Treasurer's possession or which may come into the City Treasurer's possession. On the basis of this estimate, the City

Treasurer shall compute and determine the amount required to be paid to the City, adding to the sum interest at the rate of one per cent (1%) per month on the unpaid balance from the date the tax would have been due had a return been timely filed until the tax is paid.

(3) No refund or modification of the payment so determined may be ~~made~~granted until the person files a correct room tax return and permits the City to inspect and audit his or her financial records.

309.14 Interest Charged on Unpaid Tax.

(1) All unpaid taxes imposed under this chapter shall bear interest at the rate of one percent (1%) per month from the due date of the tax until the first day of the month following the month in which the tax is paid or deposited with the City Treasurer.

(2) All refunded taxes shall bear interest at twelve percent (12%) per annum from the due date of the return until the first day of the month following the month in which said taxes are refunded.

(3) An extension of time within which to file a return shall not operate to extend the due date of the return for purposes of interest computation. If the City Treasurer determines that any overpayment of tax has been made intentionally or by reason of carelessness or neglect, or if the tax which was overpaid was not accompanied by a complete return, no interest shall be paid thereon.

309.15 Delinquent Returns. Late Filing Fee.

Delinquent tax returns shall be subject to a Ten Dollar (\$10.00) late filing fee. The tax imposed by this ~~section~~chapter shall become delinquent if not paid:

(1) In the case of a timely filed return, within thirty (30) days after the due date of the return, or within thirty (30) days after the expiration of an extension period if one has been granted.

(2) In the case of no return filed, or a return filed late, by the due date of the return.

309.16 Penalty for Failure to Pay Tax.

Any person who fails to pay the room tax when due shall forfeit twenty-five percent ~~(25%)~~(25%) of the room tax ~~determined to~~ due for the previous year or \$5,000.00, whichever is ~~less~~less, plus all applicable costs, fees and surcharges imposed under Ch. 814 Wis. Stats., and in the event such forfeiture, costs, fees and surcharges are not paid, such person, officer, director of such corporation, any partner of such partnership, sole member or managing member of a limited liability company, any trustee of such trust or any officer or principal of any other legal entity may, upon order of the Circuit Court, be subject to any sanctions duly imposed by the Court for such failure to pay. Such forfeiture shall be in addition to all interest imposed by this chapter.

This section also applies to a marketplace provider that fails to file a return or pay the tax as required by sec. 309.21.

309.17 Records to be Kept.

Every person liable for the tax imposed by this ~~section~~chapter shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as the City Treasurer requires.

309.18 Confidentiality of Records; Penalty for Improper Disclosure.

(1) All tax returns, schedules, exhibits, writings, audit reports or other information relating to such returns on file with the City ~~Treasurer~~Treasurer, including information obtained under s. 66.0615(1r) and (2), Wis. Stats., shall be confidential, except the City Treasurer may divulge their contents to the following and no others:

- (a) The person who filed the return.
- (b) Officers, agents or employees of the Wisconsin Department of Revenue.
- (c) Officers, agents or employees of the City as may be necessary to enforce ~~the or~~ this chapter, manage collection of the room tax or otherwise use the information in the discharge of duties imposed by law or the duties of their office.
- (d) As directed by an order of a court.

(2) Any publication of statistics related to the room tax shall be classified so as not to disclose the identity of particular returns.

(3) Any person violating sec. 309.18 may be required to forfeit not less than \$100 nor more than \$500.

309.19 ~~Definition.~~Definitions.

~~As used in this chapter, the term person shall include a natural person or any officer of a corporation, any partner of a partnership, any sole member or managing member of a limited liability company, any trustee of a trust or any officer or principal of any other legal entity which is subject to the room tax imposed by this chapter.~~ As used in this chapter:

- (1) "Hotel," "motel," and "transient" have the meanings given in s. 77.52(2)(a)1., Wis. Stats.
- (2) "Marketplace provider," "marketplace seller," "tourism entity," and "tourism promotion and tourism development" have the meanings given in s. 66.0615(1), Wis. Stats.
- (3) "Sales price" has the meaning given in s. 77.51(15b), Wis. Stats.
- (4) "Short-term rental" has the meaning given in s. 66.0615(1)(dk), Wis. Stats.
- (5) The term person shall include a natural person or any officer of a corporation, any partner of a partnership, any sole member or managing member of a limited liability company, any

trustee of a trust or any officer or principal of any other legal entity which is subject to the room tax imposed by this chapter.

309.20 Severability.

If any ~~Provision~~provision, section, subsection, sentence, clause, or phrase of this ~~Ordinance~~chapter shall for any reason be held to be invalid, illegal, unconstitutional or otherwise not legally enforceable, whether as to any specific property or as to all properties in a class or as to all properties within the City of Richland Center, such holding or decision shall not affect the validity of the remaining portions of this ~~Ordinance~~chapter, or the applicability of this ~~Ordinance~~chapter to any property outside of the class to which it has so been held invalid which can be given effect without the invalid, illegal, unconstitutional provision or application, it being specifically intended that the various provisions of this ~~Ordinance~~chapter be deemed severable.

309.21 Marketplace Providers.

(1) A marketplace provider shall collect the tax imposed by this chapter for a marketplace seller and forward it to the City Treasurer on a quarterly basis, along with the form prepared by the Wisconsin Department of Revenue, as required by s. 66.0615(1r), Wis. Stats., unless the marketplace provider has been issued a waiver under s. 77.52(3m)(b) or (c), Wis. Stats. The City Treasurer may enter into a written agreement with a marketplace provider for more frequent submissions.

(2) The City shall not collect the tax from a marketplace seller on any sale for which a marketplace provider has collected and forwarded the tax under sub. (1).

309.22 General Penalty.

Any person who fails to obtain a permit required by sec. 309.07, fails to file a return required by this chapter, or violates any other provision of this chapter for which a penalty is not otherwise provided shall, upon conviction, forfeit not less than \$100 nor more than \$500 for each violation, plus all applicable costs, fees and surcharges imposed under Ch. 814 Wis. Stats. Each calendar quarter for which a required return is not filed, and each month that a person furnishes rooms or lodging without a required permit, shall be a separate violation.

PART 3: CHAPTER 309 AS PROPOSED (CLEAN COPY)

Effective January 1, 2027

CHAPTER 309

CREATING AND IMPOSING A ROOM TAX IN THE CITY OF RICHLAND CENTER

309.01 Eight Percent (8%) Room Tax Imposed. Pursuant to s. 66.0615, Wis. Stats., a tax is hereby imposed on the sales price from selling or furnishing, at retail, except sales for resale, rooms or lodging to transients by hotelkeepers, motel operators, marketplace providers, owners of short-term rentals, and other persons or retailers selling or furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations. The tax shall be at the rate of eight percent (8%) of the sales price from such retail furnishing of rooms or lodging. The tax may be collected from the consumer or user. The tax shall not be imposed on sales to the federal government or to persons listed under s. 77.54(9a), Wis. Stats.

309.02 Application of Proceeds.

(1) At least seventy percent (70%) of the room tax collected shall be spent on tourism promotion and tourism development as required by s. 66.0615(1m)(d)1., Wis. Stats. That amount shall be forwarded to the tourism entity designated by the Common Council or, if the City creates a commission under s. 66.0615(1m)(c), Wis. Stats., to that commission, under a written agreement approved by the Common Council.

(2) The balance of the room tax collected shall be assigned to the general fund.

309.03 Tax to be Paid and Returns Filed Quarterly. The tax imposed by this chapter shall be paid for each calendar quarter and shall be due and payable on the last day of the month next succeeding the calendar quarter for which imposed. A return shall be filed with the City Treasurer by those furnishing at retail such rooms and lodging on or before the same date on which such tax is due and payable. Such return shall show the total sales price of the preceding calendar quarter from the retail furnishing of rooms or lodging, any sales on which a marketplace provider collected the tax under sec. 309.21, the amount of taxes imposed for such period, and such other information as the City Treasurer deems necessary.

309.04 Annual Return Required. Every person required by sec. 309.03 to file a quarterly return shall file an annual calendar year return. The annual return shall be filed within thirty (30) days of the close of each calendar year. The annual return shall summarize the quarterly returns, reconcile and adjust for errors in the quarterly returns, and shall contain such additional information as the City Treasurer requires. The annual returns shall be made on forms prescribed by the City Treasurer. All such returns shall be signed by the person required to file a return or his/her duly authorized agent, but need not be verified by oath.

309.05 Extension of Time to File Return on Showing of Good Cause. The City Treasurer may, for good cause, extend the time for filing any return, but in no event longer than one (1) month from the original due date of the return.

309.06 Finance and Budget Committee and City Treasurer to Administer. The provisions of this chapter shall be administered by the City Treasurer with oversight provided by the City Finance and Budget Committee. The City Council may establish at the recommendation of the Finance and Budget Committee through a separate City Resolution the following programs: (a) Room Tax Sharing Program. A room tax sharing program, funded only from the balance retained by the City under sec. 309.02(2), may include a separate established review panel made up of other governmental agencies and business and citizens of the community. The City Treasurer shall establish such forms and procedures as are reasonably necessary to carry out its intent and purposes. The City Treasurer shall file the annual room tax report with the Wisconsin Department of Revenue on or before May 1 of each year as required by s. 66.0615(4), Wis. Stats.

309.07 Permit Required. Every person furnishing rooms or lodging under sec. 309.01, including the owner of a short-term rental, shall file with the City Treasurer an application for a permit for each place of business before furnishing rooms or lodging at that place. A permit is required even if all rentals are made through a marketplace provider that collects the tax under sec. 309.21. The application shall be made upon a form prescribed by the City Treasurer and shall set forth the name under which the applicant transacts or intends to transact business, the location of the place of business, and such other information as the City Treasurer requires. The application shall be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of the owner.

309.08 City Treasurer to Issue Permit. After compliance with sec. 309.07 and sec. 309.17 by the applicant, the City Treasurer shall grant and issue to each applicant a separate permit for each place of business within the City. Such permit shall not be assignable and shall be valid only for the person in whose name it is issued and for the transaction of business at the place designated therein. It shall at all times be conspicuously displayed at the place for which issued.

309.09 Appeal of Room Tax Determination.

(1) Any person aggrieved by a determination of the City Treasurer under this chapter may seek review under Chapter 68, Wis. Stats., as provided in this section. A written request for review shall be filed with the City Treasurer within thirty (30) days after notice of the determination.

(2) The City Administrator shall review the determination and issue a written decision within fifteen (15) days after the request is filed.

(3) A person aggrieved by the review decision may appeal to the General Government Committee within thirty (30) days after notice of that decision. The Committee shall serve as

the impartial decision maker under s. 68.11, Wis. Stats. No member who took part in the determination or review, or who has a financial interest in the matter, shall participate. The Committee's written decision shall be final, subject to judicial review under s. 68.13, Wis. Stats.

(4) As a condition of review, the tax determined to be due shall first be paid in full, under protest if the person so elects. Any tax found to be wrongfully assessed shall be refunded with interest as provided in sec. 309.14(2).

309.10 Procedure Where Business is Sold. If a person liable for a tax under this chapter sells the business or terminates the business, the purchaser, successor or assigns of the person so liable shall withhold from the purchase price a sum sufficient to pay any unpaid room taxes accrued prior to the sale or termination until the Seller produces a receipt from the City Treasurer that the tax has been determined and fully paid or a certificate that no tax is due. Any purchaser who fails to withhold the room tax from the purchase price as required herein shall be personally liable for payment of the amount required to be withheld.

309.11 Office Audit. The City Treasurer may, by office audit, determine the tax required to be paid to the City or the refund due to any person under this chapter. This determination may be made upon the basis of the facts contained in the return being audited or on the basis of any other information within the City Treasurer's possession. One or more such office audit determinations may be made by the City Treasurer as deemed necessary.

309.12 Field Audit; Penalty for Failure to Allow Inspection.

(1) The City Treasurer may, by field audit, determine the tax required to be paid to the City or the refund due to any person under this chapter. The determination may be made upon the basis of the facts contained in the return being audited or upon any other information within the City Treasurer's possession. The City Treasurer is authorized to examine and inspect the state sales tax records, and memoranda, of any person in order to verify the tax liability of that person or of another person.

(2) If the City Treasurer has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, the City Treasurer may inspect and audit the financial records of any person subject to the room tax pertaining to the furnishing of accommodations to determine whether the correct amount of room tax is assessed and whether any room tax return is correct. A determination under this subsection shall be provided in writing within four (4) years after the due date of the return, unless no return has been filed.

(3) Any person who fails to comply with a request to inspect and audit the financial records pursuant to (2) shall forfeit to the City an amount equal to five per cent (5%) of the room tax as finally determined.

(4) The City Treasurer is authorized to examine and inspect state sales tax records of the Wisconsin Department of Revenue in order to establish or verify the tax liability.

309.13 Failure to File Returns, Determination of Tax Estimate by City Treasurer, Interest.

(1) If any person required to make a return fails to file, neglects or refuses to do so for the amount, in the manner and form and within the time prescribed by the City for filing of the return, the City Treasurer shall determine the tax according to his/her best judgment. Such determinations may be made for one or more periods.

(2) Such determination shall be made for the period for which such person failed to make a return and shall be based upon any information which is in the City Treasurer's possession or which may come into the City Treasurer's possession. On the basis of this estimate, the City Treasurer shall compute and determine the amount required to be paid to the City, adding to the sum interest at the rate of one per cent (1%) per month on the unpaid balance from the date the tax would have been due had a return been timely filed until the tax is paid.

(3) No refund or modification of the payment so determined may be granted until the person files a correct room tax return and permits the City to inspect and audit his or her financial records.

309.14 Interest Charged on Unpaid Tax.

(1) All unpaid taxes imposed under this chapter shall bear interest at the rate of one percent (1%) per month from the due date of the tax until the first day of the month following the month in which the tax is paid or deposited with the City Treasurer.

(2) All refunded taxes shall bear interest at twelve percent (12%) per annum from the due date of the return until the first day of the month following the month in which said taxes are refunded.

(3) An extension of time within which to file a return shall not operate to extend the due date of the return for purposes of interest computation. If the City Treasurer determines that any overpayment of tax has been made intentionally or by reason of carelessness or neglect, or if the tax which was overpaid was not accompanied by a complete return, no interest shall be paid thereon.

309.15 Delinquent Returns. Late Filing Fee. Delinquent tax returns shall be subject to a Ten Dollar (\$10.00) late filing fee. The tax imposed by this chapter shall become delinquent if not paid:

(1) In the case of a timely filed return, within thirty (30) days after the due date of the return, or within thirty (30) days after the expiration of an extension period if one has been granted.

(2) In the case of no return filed, or a return filed late, by the due date of the return.

309.16 Penalty for Failure to Pay Tax. Any person who fails to pay the room tax when due shall forfeit twenty-five percent (25%) of the room tax due for the previous year or \$5,000.00, whichever is less, plus all applicable costs, fees and surcharges imposed under Ch. 814 Wis. Stats., and in the event such forfeiture, costs, fees and surcharges are not paid, such person, officer, director of such corporation, any partner of such partnership, sole member or managing member of a limited liability company, any trustee of such trust or any officer or principal of any other legal entity may, upon order of the Circuit Court, be subject to any sanctions duly imposed by the Court for such failure to pay. Such forfeiture shall be in addition to all interest imposed by this chapter. This section also applies to a marketplace provider that fails to file a return or pay the tax as required by sec. 309.21.

309.17 Records to be Kept. Every person liable for the tax imposed by this chapter shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as the City Treasurer requires.

309.18 Confidentiality of Records; Penalty for Improper Disclosure.

(1) All tax returns, schedules, exhibits, writings, audit reports or other information relating to such returns on file with the City Treasurer, including information obtained under s. 66.0615(1r) and (2), Wis. Stats., shall be confidential, except the City Treasurer may divulge their contents to the following and no others:

(a) The person who filed the return.

(b) Officers, agents or employees of the Wisconsin Department of Revenue.

(c) Officers, agents or employees of the City as may be necessary to enforce this chapter, manage collection of the room tax or otherwise use the information in the discharge of duties imposed by law or the duties of their office.

(d) As directed by an order of a court.

(2) Any publication of statistics related to the room tax shall be classified so as not to disclose the identity of particular returns.

(3) Any person violating sec. 309.18 may be required to forfeit not less than \$100 nor more than \$500.

309.19 Definitions. As used in this chapter:

(1) "Hotel," "motel," and "transient" have the meanings given in s. 77.52(2)(a)1., Wis. Stats.

(2) "Marketplace provider," "marketplace seller," "tourism entity," and "tourism promotion and tourism development" have the meanings given in s. 66.0615(1), Wis. Stats.

(3) "Sales price" has the meaning given in s. 77.51(15b), Wis. Stats.

(4) "Short-term rental" has the meaning given in s. 66.0615(1)(dk), Wis. Stats.

(5) The term person shall include a natural person or any officer of a corporation, any partner of a partnership, any sole member or managing member of a limited liability company, any trustee of a trust or any officer or principal of any other legal entity which is subject to the room tax imposed by this chapter.

309.20 Severability. If any provision, section, subsection, sentence, clause, or phrase of this chapter shall for any reason be held to be invalid, illegal, unconstitutional or otherwise not legally enforceable, whether as to any specific property or as to all properties in a class or as to all properties within the City of Richland Center, such holding or decision shall not affect the validity of the remaining portions of this chapter, or the applicability of this chapter to any property outside of the class to which it has so been held invalid which can be given effect without the invalid, illegal, unconstitutional provision or application, it being specifically intended that the various provisions of this chapter be deemed severable.

309.21 Marketplace Providers.

(1) A marketplace provider shall collect the tax imposed by this chapter for a marketplace seller and forward it to the City Treasurer on a quarterly basis, along with the form prepared by the Wisconsin Department of Revenue, as required by s. 66.0615(1r), Wis. Stats., unless the marketplace provider has been issued a waiver under s. 77.52(3m)(b) or (c), Wis. Stats. The City Treasurer may enter into a written agreement with a marketplace provider for more frequent submissions.

(2) The City shall not collect the tax from a marketplace seller on any sale for which a marketplace provider has collected and forwarded the tax under sub. (1).

309.22 General Penalty. Any person who fails to obtain a permit required by sec. 309.07, fails to file a return required by this chapter, or violates any other provision of this chapter for which a penalty is not otherwise provided shall, upon conviction, forfeit not less than \$100 nor more than \$500 for each violation, plus all applicable costs, fees and surcharges imposed under Ch. 814 Wis. Stats. Each calendar quarter for which a required return is not filed, and each month that a person furnishes rooms or lodging without a required permit, shall be a separate violation.

CITY OF RICHLAND CENTER AGENDA ITEM DATA SHEET

Agenda Item: 2027 EMS Contract with Richland County

Meeting Date(s): General Government Committee on 10/27/2026 and Common Council on 11/3/2026

Prepared by: Ashley Oliphant, City Administrator

Background: The City contracts with Richland County for EMS. The current contract ends December 31, 2026. The County's plans for 2027 have changed several times:

May 19, 2026: The County Board adopted Resolution No. 26-22, creating a countywide emergency medical system and directing the County to levy above its state levy limit to fund it starting in 2027, as allowed by Wis. Stat. § 66.0602(3)(e)6.

September 10, 2026: The County Executive and Finance Committee decided that only one-third of 911 dispatch and radio tower costs would be levied above the limit as countywide EMS. The County would not levy any money, above or below the limit, for municipal ambulance costs.

September 16, 2026: The County Administrator sent 2027 terms to the 12 participating municipalities. The 2027 ambulance budget was \$357,000, with the County paying \$75,000 and the municipalities paying \$282,000. Costs were split by 2020 census population instead of call volume as in 2026. The City's full-year share was \$126,336 (44.8%). Municipalities were asked to commit by October 15.

September 23, 2026: The City Administrator replied that the City wished to continue receiving service under the countywide system adopted in Resolution 26-22. She asked whether the County had amended, rescinded or replaced that resolution, and said the City was willing to work with the County and the other municipalities to reach terms all could agree to.

September 28, 2026: The County Administrator replied that Resolution 26-22 had not been changed, that the County was still proceeding with a countywide emergency medical system for 2027, and that contracts would be offered to the 12 municipalities *after* October 15. That evening, the WTA Richland Unit EMS Committee consisting of the 12 municipalities using Richland Ambulance found that taking over the County ambulance service would not be workable. It voted 11-0 to issue a request for proposals to select a different third-party ambulance provider.

October 20, 2026: Purportedly because not all municipalities committed, the County Board adopted Resolution No. 26-65. It rescinds Resolutions 26-22 and 26-34, ends County ambulance service at 11:59 p.m. on June 30, 2027, and offers a six-month contract for January through June 2027. Municipalities must sign and return it by December 1, 2026. If they do not, the offer is withdrawn and the County will report the failure to contract to state agencies, including the Department of Health Services and the Department of Revenue.

October 21, 2026: County representatives told the City Administrator the decision is final, but the County may be flexible on the end date, such as through August 2027, if a new provider is not ready by July 1. The County Administrator further advised a contract with a December 1 return deadline would be sent soon.

The County has not yet sent the City a contract. The attached draft is from the County Board packet. The City Attorney has reviewed the resolution and draft contract and found no legally objectionable terms.

Key contract terms:

Term: Effective when signed by both parties and ends at 11:59 p.m. on June 30, 2027. Either party may end it early with 60 days written notice.

Cost: \$63,168 for the City, based on population. Billed quarterly, due within 30 days of each invoice. No added fees without written agreement.

County duties: Provide licensed ambulance service, staff, vehicles, equipment, training, records, and insurance. Provide a call summary within 60 days after the contract ends.

City duties: Maintain roads, enforce address numbering, and enforce the driveway ordinance.

Options: The City is not required by law to provide ambulance service, but has arranged it for residents for many years. Regardless of this contract, County ambulance service ends June 30, 2027. The City's options are:

1. Sign the six-month contract and use the time to secure a new provider. The 12 affected municipalities are working together on a request for proposals so a new provider is in place by July 1, 2027.
2. Contract with a different provider starting January 1, 2027. This is not possible in the time available.
3. Start a City or joint municipal service. This is not realistic in the time available.
4. Not arrange ambulance service. The full impact on residents' access to emergency medical care is unclear.

Financial Impact: \$63,168 for January through June 2027. This is half of the \$126,336 full-year share the County quoted on September 16. For comparison, the City paid \$157,275 for all of 2026.

Funding Source: 2027 Operating Budget

Recommended Action:

GENERAL GOVERNMENT: Motion to recommend that the Common Council approve the Richland County EMS Service Contract for January 1 through June 30, 2027, in an amount of \$63,168, substantially in the form presented, and authorize the Mayor and City Clerk to sign it and return it to the County by December 1, 2026.

COUNCIL: Motion to approve the Richland County EMS Service Contract for January 1 through June 30, 2027, in an amount of \$63,168, substantially in the form presented, and authorize the Mayor and City Clerk to sign it and return it to the County by December 1, 2026.

Attachment(s): Richland County Resolution No. 26-22 (May 19, 2026); County Administrator letter to municipalities with cost allocation (September 16, 2026); Richland County Resolution No. 26-65 and draft EMS Service Contract from the October 20, 2026 County Board packet

RESOLUTION NO. 26 – 22

Resolution To Create A Countywide Emergency Response Medical System And To Levy Outside Of The Levy Limit For The Provision Of Those Services.

WHEREAS Wisconsin State Statue 66.0602 (3) (e) 6 allows counties the exception to levy outside of the levy limit for a countywide emergency medical system, and

WHEREAS some municipalities across the county are unable to fund emergency medical services and have asked the county to use the levy limit exception to fund emergency services across the county, and

WHEREAS utilizing this exemption will add an additional tax to all property tax owners throughout Richland County, and

WHEREAS the Executive and Finance Committee has carefully reviewed this resolution, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that a countywide emergency response system be created, and

BE IT FURTHER RESOLVED that starting in 2027, the county will levy outside of the levy limit to fund a countywide emergency medical system, and

BE IT FURTHER RESOLVED that the Administrator is directed to create a fair and equitable distribution of the funds, and

BE IT FURTHER RESOLVED this is effective upon passage and publication.

VOTE ON FOREGOING RESOLUTION		RESOLUTION OFFERED BY THE EXECUTIVE & FINANCE STANDING COMMITTEE (12 MAY 2026)	
AYES_____	NOES_____		
RESOLUTION _____		FOR	AGAINST
MYRANDA H. HEGE	LARRY ENGEL	X	
DEPUTY COUNTY CLERK	KERRY SEVERSON	X	
	SANDRA KRAMER	X	
DATED: MAY 19, 2026	RANDY SCHOONOVER	X	
	MARC COUEY		
	MELVIN FRANK		
	SHIRLEY WELTE	X	
	ROD PERRY	X	
	TIFFANY THOMPSON	X	

**Tricia Clements, Administrator**

181 W Seminary St, 3rd Fl
Richland Center, WI 53581
Office: (608)647-2197 FAX: (608)647-6134
Email: tricia.clements@co.richland.wi.us

September 16, 2026

Municipal Clerks
City of Richland Center

Towns of Akan, Dayton, Eagle, Henrietta, Ithaca, Marshall, Orion, Rockbridge, Richland, and Willow
Village of Boaz

Dear Municipal Clerks:

At the September 10, 2026, Executive and Finance Committee meeting discussion was held about what items are to be included in Richland County's Countywide Emergency Medical System for purposes of establishing the County's 2027 tax levy. The decision was made that services that equally cover the county will be considered allowable expenses, and thus eligible for inclusion on the levy above the County's statutory levy cap, which will be 911 dispatch expenses and radio tower. These two services cover all residents when medical, fire or police assistance is needed. Based on the multiple uses of these systems, only a third of the costs will be considered (i.e., EMS).

The County will NOT be levying any money (above or below the statutory levy cap) for purposes of funding any municipality costs related to emergency medical services. Because of this, the committee instructed the Administrator to place \$75,000 into the ambulance budget to cover a portion of the budgetary shortfall. The total budget for Richland EMS for 2027 is \$357,000. The total contribution from the participating municipalities would be \$282,000.

Last year, the total cost was divided among the participating municipalities based on call numbers. That process was not a smooth process and overall, municipalities did not feel that was a good way to distribute the costs. I have calculated the cost per municipality based on population, using 2020 census data. A copy of the spreadsheet showing the calculation is enclosed. If the municipalities would like to propose a different option that would be supported by all 12, we would be open to that provided we reach an agreement on or before October 15, 2026.

Please let us know by October 15, 2026 if you plan to continue to receive EMS through Richland EMS. If we do not hear from you, we will assume you will be receiving your services elsewhere. Soon after October 15, we will advise all municipalities as to next steps.

Sincerely,

Tricia Clements, Administrator
Richland County

CC Richland County Board of Supervisors

Municipality	Population	% Population based on 12 municipalities served by Richland		
		Requested 2027 Payment for Richland EMS	EMS	EMS
Akan	391	\$ 9,588.00		3.4%
Boaz	129	\$ 3,102.00		1.1%
Dayton	763	\$ 18,894.00		6.7%
Eagle	492	\$ 12,126.00		4.3%
Henrietta	435	\$ 10,716.00		3.8%
Ithaca	633	\$ 15,510.00		5.5%
Marshall	540	\$ 13,254.00		4.7%
Orion	541	\$ 13,254.00		4.7%
Richland Center	5114	\$ 126,336.00		44.8%
Rockbridge	697	\$ 17,202.00		6.1%
Richland	1175	\$ 29,046.00		10.3%
Willow	496	\$ 12,126.00		4.3%

RESOLUTION NO. 26 - 65

A Resolution to Rescind Resolution 26-22 and Resolution 26-34 and Update Plan for Richland County EMS

WHEREAS, in Resolution 26-22 and Resolution 26-34, the Richland County Board of Supervisors approved countywide emergency medical response for Richland County, and

WHEREAS, the Board previously approved funding to provide EMS services throughout the county, *i.e.*, countywide EMS, to be funded through a tax levy above the county's statutory levy limit, and

WHEREAS, multiple towns passed resolutions to authorize joint legal and regulatory action against the county based upon an argument that the county's plan was not "countywide EMS" such that the exception to the county's levy limit would not apply for purposes of funding the service, and

WHEREAS, the county has determined that the legal and regulatory uncertainty surrounding the proposed countywide EMS plan creates an untenable situation in that even if the county prevails in arguing its proposal provides "countywide EMS," there are many towns within the county that would nonetheless be upset with the program because of a belief that it would be an inequitable distribution of the tax burden given certain towns' provision of EMS through a different service, and

WHEREAS, in light of the above considerations, the county now needs to revise its plan regarding Richland County EMS such that the ambulance service is not supported by a tax levy above the county's statutory levy cap and the only expenses the county will claim above the levy limit related to EMS dispatch and communication, which will continue to be countywide, and

WHEREAS, the 12 participating municipalities were notified on September 16, 2026 of the county's unwillingness to levy above the statutory limit to fund the ambulance service, and were provided rates for 2027, along with a deadline to commit to contracting, and

WHEREAS, not all municipalities provided a commitment by October 15, 2026 to contract with Richland Ambulance in 2027, and

WHEREAS, Richland County lacks the financial resources necessary to continue to run the service without the financial assistance of the participating municipalities, and

WHEREAS, the county intends to continue its ambulance service until 11:59 p.m. on June 30, 2027 which will (a) ensure the staff of Richland Ambulance Service are provided a severance package to allow for transition to new employment, (b) ensure that the entire county population has access to an ambulance service until June 30, 2027, and (c) provide the municipalities with ample opportunity to find an alternate provider, and

WHEREAS, this Resolution is intended to fully replace the county's plans set forth in Resolutions 26-22 and 26-34.

NOW THEREFORE BE IT RESOLVED that Resolutions 26-22 and 26-34 are hereby rescinded in their entirety and shall have no further legal force or effect, and

BE IT FURTHER RESOLVED that Richland Ambulance shall cease providing emergency medical response services at 11:59 p.m. on June 30, 2027, and

BE IT FURTHER RESOLVED that the County Administrator is directed to offer a six-month contract covering the months of January through June of 2027 to the municipalities that purchased EMS services from

Richland Ambulance in 2026 with terms substantially similar to the terms set forth in the contract attached to this Resolution and labeled Exhibit A, and

Item 11.

BE IT FURTHER RESOLVED that if a municipality that purchased EMS services from Richland Ambulance in 2026 fails to sign the six-month contract referenced above and provide a copy of the signed contract to the County Administrator on or before December 1, 2026 any offer to contract with such municipality is revoked and rescinded and the County Administrator is instructed to provide information regarding the failure to contract to the appropriate regulatory authorities including, without limitation, the Department of Health Services and Department of Revenue, and

BE IT FURTHER RESOLVED that the County Administrator is authorized and directed to take any and all such further action necessary to implement the terms of this Resolution.

BE IT FURTHER RESOLVED this is effective immediately upon passage.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE
EXECUTIVE & FINANCE
STANDING COMMITTEE
(OCTOBER 15, 2026)

AYES_____ NOES_____

RESOLUTION _____

FOR AGAINST

JEFFREY C. HARRISON
COUNTY CLERK

STEVE CARROW	
LARRY ENGEL	X
KERRY SEVERSON	X
SANDRA KRAMER	X
RANDY SCHOONOVER	X
MARC COUEY	X
MELVIN FRANK	X
SHIRLEY WELTE	X
TIFFANY THOMPSON	X

DATED: OCTOBER 20, 2026

RICHLAND COUNTY EMS SERVICE CONTRACT

RECITALS

WHEREAS the City / Town / Village of (“Municipality”), being without its own emergency medical services (“EMS services”), finds it necessary to contract with Richland County Ambulance Services (“County”) to provide these services to the citizens and property of this community and those traveling through this community from January through June of 2027; and

WHEREAS the parties deem it to be in the best interest of the Municipality to maximize its EMS services protection by entering into this collaborative Agreement regarding the provision of such services; and

WHEREAS the Municipality deems it to be in its best interest to maximize EMS services and to minimize the cost to its citizens and property taxpayers by entering into this Agreement for EMS services with the County; and

WHEREAS Wis. Stat. § 66.0301 allows municipalities to contract with other municipalities for EMS services.

NOW THEREFORE BE IT RESOLVED that, for good and proper consideration, the parties’ agreement as to the sufficiency of which is signified by the signatures below, the Municipality enters into the following agreement with the County for EMS services:

SECTION 1: COUNTY RESPONSIBILITIES

1.) **Services Provided.** County shall provide Municipality with EMS services consistent with its licensure utilizing County’s facilities, equipment and personnel pursuant to this Agreement. Services shall include, but not be limited to: determining the operational policies for the service; providing for and housing staff necessary to operate the service; providing housing, maintaining, inspecting, repairing, and replacing all supplies, equipment, and vehicles used in the service; providing related management, billing and accounting services.

County shall comply with all applicable federal and state statutes, regulations, and administrative codes relating to governing licensed EMS providers, their employees, and their agents. County will also make best efforts to comply with the most recent version of the Wisconsin Department of Health Service’s “Wisconsin EMS Protocols.” Furthermore, County shall comply with such standards and procedures for occupational health and safety, patient care, privacy, and equipment reliability as may otherwise be required by applicable statutes, codes, and regulations, or conditions of insurability.

2.) **Licensure.** County shall obtain and maintain in force all required licenses for providing emergency medical services pursuant to this Agreement. This includes, but is not

limited to, ambulance provider licenses and emergency medical provider practitioner licenses, certifications and training permits as required by federal and state law.

3.) **Training.** County shall continue its ongoing in-service training program for the purpose of maintaining the skill, proficiency, and training level of its licensed emergency medical practitioners, and vehicle operators. The training shall be provided to ensure all staff, whether employed or independent contractors, are trained at a minimum level satisfying all federal, state and local regulations, and/or conditions of insurability.

4.) **Records and Reporting.** County shall prepare and maintain necessary records to meet all federal, state and local reporting requirements, as well as any reporting required by insurance carriers. County shall prepare and provide to the Municipality a statistical summary of actual EMS calls, including a breakdown of calls by type within sixty (60) days of this Contract's termination.

County shall keep a complete record of ambulance service on an approved form as required by the State of Wisconsin. Parties acknowledge that the County is a governmental entity subject to various open records laws and shall provide Municipality and any other requestor all records that are subject to said laws and from which it is not precluded from releasing by applicable privacy and confidentiality laws.

5.) **Insurance Coverage.** County shall maintain liability, errors and omissions, motor vehicle collision, workers' compensation, and liability coverage for all County personnel performing services pursuant to this Agreement.

SECTION 2: MUNICIPALITY OBLIGATIONS

6.) **Road Maintenance.** Municipality shall maintain and repair all roads within its jurisdiction that are within the service area in a reasonable manner to facilitate the safe and efficient provision of EMS services. Municipality shall notify County in advance, where possible, of road maintenance work or closings that might affect the normal routing of ambulances in response to an emergency call.

7.) **Rural Identification Numbers.** To ensure the quick and accurate identification of business and residential addresses during an emergency response, Municipality shall enforce the proper display of identification numbers in conformance with the system and standards established by the county.

8.) **Driveway Ordinance.** Municipality has adopted a driveway ordinance ensuring County will have safe access to property within the service area. Municipality shall hold all property owners or occupants responsible for complying with the ordinance.

SECTION 3: FINANCIAL ARRANGEMENTS

9.) **Formula for Expense Allocation.** County has distributed the total financial commitment necessary for the Ambulance Service based on the population of each of the

municipalities. Each municipality shall be charged the following amounts for services:

Municipality	Requested 2027 Payment for Richland EMS
Akan	\$ 4,794.00
Boaz	\$ 1,551.00
Dayton	\$ 9,447.00
Eagle	\$ 6,063.00
Henrietta	\$ 5,358.00
Ithaca	\$ 7,755.00
Marshall	\$ 6,627.00
Orion	\$ 6,627.00
Richland Center	\$ 63,168.00
Rockbridge	\$ 8,601.00
Richland	\$ 14,523.00
Willow	\$ 6,063.00

10.) **Invoicing.** County shall provide the Municipality with a quarterly invoice for all expenses. Invoices are due within thirty (30) days of receipt.

11.) **Additional Fees Prohibited.** County shall not add any additional fees to those assessed by this Agreement, such as fees to cover special events, unless first agreed upon in writing by the parties.

12.) **Auditing.** County's audit results are available as a public record, accessible as described in Section 1(4).

SECTION 4: ADDITIONAL AGREEMENT TERMS

13.) **Non-Discrimination.** County shall not discriminate in the provision of services, employment practices, or in the allocation of benefits based on color, race, religion, national origin, sex, age, marital status, physical or cognitive disability in accordance with federal, state, and local laws.

14.) **Limit on Relationship of the Parties.** Municipality acknowledges that nothing in this Agreement shall create any relationship between the parties other than that described herein. County and its employees shall be independent contractors. County personnel shall be compensated without contribution from Municipality, other than as provided in this Agreement.

15.) **Indemnification.** Parties shall mutually indemnify and hold each other

harmless for any claim of whatsoever nature arising from their performance of their obligations under this Agreement, except where such claims arise from the negligence or deliberate misconduct of a party.

16.) **Term.** This Agreement shall take effect once fully executed by both parties and shall terminate at 11:59 p.m. on June 30, 2027, with both parties then being released from any and all obligations under this Agreement on such date and time.

Either party may terminate this Agreement by providing the other party sixty days written notice of its intent to terminate. Such termination may be for any reason or no reason. Parties acknowledge both are governmental entities subject to the actions of the respective governing bodies.

17.) **Force Majeure.** Neither party shall be held liable for any failure to perform an obligation under this Agreement caused by unforeseen events and/or those beyond the control of the parties, including but not limited to war, natural disaster, pandemic, etc.

18.) **Entire Agreement.** This Agreement is the full and complete agreement between the parties and supersedes all other agreements previously made between the parties relating to EMS services. There are no understandings or agreements between the parties other than those incorporated in writing in this Agreement. This Agreement may not be modified other than in writing and with the written consent of all the parties to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Signature Page
Richland County EMS Service Contract
Calendar Year 2026

Date

Signature

Tricia Clements, County Administrator
Richland County

Date

Signature

CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Item 12.

Agenda Item: Ordinance 2026-10: Repealing and Replacing Chapter 452 of the Code of Ordinances Pertaining to Floodplain Zoning

Requested & Presented by: Amanda Keller

Meeting Date: Planning Commission 10-28-2026 & Common Council 11-03-2026

Committee Review: Planning Commission – Public Hearing and Review

Background: The City of Richland Center currently regulates floodplain development under Chapter 452 of the Code of Ordinances, adopted in 2016. Proposed Ordinance 2026-10 would repeal and replace Chapter 452 in its entirety to incorporate updated floodplain information and current Wisconsin Department of Natural Resources (DNR) and Federal Emergency Management Agency (FEMA) regulatory standards.

The proposed ordinance maintains the City's existing floodplain zoning framework while updating and clarifying requirements for development, construction, permitting, nonconforming structures, floodplain map revisions, and administration. The replacement ordinance also incorporates the updated Richland County Flood Insurance Study, effective January 22, 2027.

The proposed ordinance language has been reviewed and approved by DNR. The existing administrative structure will be maintained, with the City Administrator retaining oversight of the Floodplain Zoning Administrator.

Summary of Major Updates:

AREA	2026 ORDINANCE UPDATE
Updated Floodplain Study & Mapping	Incorporates the updated Richland County Flood Insurance Study and applicable FEMA floodplain mapping that will become effective January 22, 2027.
State/Federal Standards	Updates ordinance language to correspond with current Wisconsin DNR and FEMA minimum floodplain standards. DNR's current model ordinance is intended to meet both NFIP and Ch. NR 116 requirements.
Floodplain Removal / Map Changes	Adds more detailed procedures for FEMA Letters of Map Revision/Amendment (LOMR, LOMR-F and LOMA), including DNR/FEMA approval and documentation requirements.
Development & Permitting	Provides clearer requirements for floodplain development permits and establishes that development without a required permit, or contrary to an approved permit, is a violation.
Construction Standards	Expands and clarifies standards for anchoring, flood-resistant materials, construction methods, drainage, utilities, mechanical equipment and floodproofing.
Public Works Projects	Adds specific standards for certain culvert and bridge replacement projects in Zone A, including documentation and use of available floodway data.
Campgrounds & Recreational Uses	Significantly expands standards for recreational vehicles, portable decks/landings, equipment, evacuation procedures, flood warnings and permitting.
Floodway Development	Strengthens engineering and documentation requirements and clarifies the prohibition against development that increases regional flood elevations.

Nonconforming Structures	Expands requirements and options for modifications, additions, repairs and reconstruction of existing nonconforming structures, including elevation and floodproofing standards.
Substantial Damage	Adds/clarifies City responsibilities for substantial-damage determinations, documentation and reporting to DNR.
Administration	Expands recordkeeping, substantial-damage documentation, permit administration and coordination with DNR/FEMA.
Definitions	Updates and expands terminology to correspond with current FEMA/DNR floodplain standards.

Implementation: The updated ordinance and floodplain information are being considered in advance of the effective date of the updated Richland County floodplain study. Required DNR/FEMA review and local adoption procedures will be completed as part of the ordinance adoption process.

Department Recommendation: Staff recommends approval of Ordinance 2026-10, Repealing and Replacing Chapter 452 of the Code of Ordinances Pertaining to Floodplain Zoning. The proposed ordinance incorporates updated floodplain information and current state and federal regulatory standards while maintaining the City's established floodplain zoning framework and administrative structure.

Financial Impact: None

Requested Action:

PLANNING: Motion to recommend Common Council approve and adopt Ordinance 2026-10, Repealing and Replacing Chapter 452 of the Code of Ordinances Pertaining to Floodplain Zoning.

COUNCIL: Motion to approve and adopt Ordinance 2026-10, Repealing and Replacing Chapter 452 of the Code of Ordinances Pertaining to Floodplain Zoning.

Attachment(s):

- Ordinance 2026-10: Repealing and Replacing Chapter 452 of the Code of Ordinances Pertaining to Floodplain Zoning

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ORDINANCE NO. 2026-10

**AN ORDINANCE REPEALING AND RECREATING CHAPTER 452 OF THE CODE OF ORDINANCES
PERTAINING TO FLOODPLAIN ZONING**

The Common Council of the City of Richland Center, Richland County, Wisconsin, do ordain as follows:

SECTION 1. Repeal and Recreate Chapter 452

Chapter 452 of the Municipal Code of the City of Richland Center is hereby amended to read as follows:

CHAPTER 452

FLOODPLAIN ZONING

[History: Enacted 1977 – 523, Ord 1988-12, 1989-5, 1998-10, 1992-15, 2008-6, 2016-12]

1.0 STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE, AND GENERAL PROVISIONS

1.1 STATUTORY AUTHORIZATION

This ordinance is adopted pursuant to the authorization in s. 61.35 and 62.23, for cities; and the requirements in s. 87.30, Stats.

1.2 FINDING OF FACT

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare, and tax base.

1.3 STATEMENT OF PURPOSE

This ordinance is intended to regulate floodplain development to:

- (1) Protect life, health and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

1.4 TITLE

This ordinance shall be known as the Floodplain Zoning Ordinance for the City of Richland Center, Wisconsin.

1.5 GENERAL PROVISIONS

(1) AREAS TO BE REGULATED

This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30, or AE on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and local community may also be regulated under the provisions of this ordinance, where applicable.

(2) OFFICIAL MAPS & REVISIONS

Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH, or AO on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. (a) below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd. (b) below. These maps and revisions are on file in the office of the Zoning Administrator, Municipal Building, 450 S Main St, Richland Center, WI.

(a) OFFICIAL MAPS: Based on the Flood Insurance Study (FIS):

1. Flood Insurance Rate Map (FIRM), panel numbers 55103C0194D, 55103C0306D, 55103C0307D, 55103C0309D, 55103C0328D, 55103C0330D, 55103C0336D and 55103C0340D, dated December 08, 2016;
2. Flood Insurance Study (FIS) for Richland County, dated January 22, 2027.

Approved by: The DNR and FEMA

(3) ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS

The flood hazard areas regulated by this ordinance are divided into districts as follows:

- a) The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to s. 5.1(5).
- b) The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to s. 5.1(5), within A Zones shown on the FIRM.
- c) The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.

(4) LOCATING FLOODPLAIN BOUNDARIES

Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd (a) or (b) below. If a significant difference exists, the map shall be amended according to s. 8.0 *Amendments*. The floodplain zoning administrator can rely on a boundary derived from a

profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The floodplain zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the floodplain zoning administrator and an applicant over the district boundary line shall be settled according to s. 7.3(3) and the criteria in (a) and (b) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to s. 8.0 *Amendments*.

- a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- b) Where flood profiles do not exist for projects, including any boundary of zone A or AO, the location of the boundary shall be determined by the map scale.

(5) REMOVAL OF LANDS FROM FLOODPLAIN

- a) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to s. 8.0 *Amendments*.
- b) The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
 - 1. The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
 - 2. The fill must be contiguous to land outside the floodplain; Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;
- c) Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stat. if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

(6) COMPLIANCE

- a) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.
- b) Failure to obtain a floodplain development permit shall be a violation of these regulations

and shall be punishable in accordance with s. 9.0.

- c) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with s. 9.0.

(7) MUNICIPALITIES AND STATE AGENCIES REGULATED

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Stats., applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with Federal, State, and local floodplain standards. If a local transportation project is located within a Zone A floodplain and is not a WisDOT project under s. 30.2022, then the road project design documents (including appropriate detailed plans and profiles) may be sufficient to meet the requirements for issuance of a local floodplain permit if the following apply: The applicant provides documentation to the Floodplain Administrator that the proposed project is a culvert replacement or bridge replacement under 20' span at the same location, the project is exempt from a DNR permit under s. 30.123(6)(d), the capacity is not decreased, the top road grade is not raised, and no floodway data is available from a federal, state, or other source. If floodway data is available in the impacted area from a federal, state, or other source that existing data must be utilized by the applicant in the analysis of the project site.

(8) ABROGATION AND GREATER RESTRICTIONS

- a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 62.23 for cities; or s. 87.30, Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
- b) This ordinance is not intended to repeal, abrogate, or impair any existing deed restrictions, covenants, or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

(9) INTERPRETATION

In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

(10) WARNING AND DISCLAIMER OF LIABILITY

The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

(11) SEVERABILITY

Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

(12) ANNEXED AREAS FOR CITIES AND VILLAGES

The Richland County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program* (NFIP). These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal floodplain zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

2.0 GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

- 1) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:
 - a. be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. be constructed with flood-resistant materials;
 - c. be constructed by methods and practices that minimize flood damages; and
 - d. Mechanical and utility equipment must be elevated to or above the flood protection elevation.
- 2) If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:

- a. such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
- b. public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
- c. adequate drainage is provided to reduce exposure to flood hazards.

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 7.1(2).

2.1 HYDRAULIC AND HYDROLOGIC ANALYSES

1) No floodplain development shall:

- a. Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
- b. Cause any increase in the regional flood height due to floodplain storage area lost.

2) The floodplain zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of s. 8.0 *Amendments* are met.

2.2 WATERCOURSE ALTERATIONS

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of s. 2.1 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to s. 8.0 *Amendments*, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

2.3 CHAPTER 30, 31, WIS. STATS., DEVELOPMENT

Development which requires a permit from the Department, under chs. 30 and 31, Stats., such as docks, piers, wharves, bridges, culverts, dams, and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to s. 8.0 *Amendments*.

2.4 PUBLIC OR PRIVATE CAMPGROUNDS

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- 1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection;
- 2) A land use permit for the campground is issued by the floodplain zoning administrator;
- 3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;
- 4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the floodplain zoning agency or floodplain zoning administrator, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;
- 5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (4) - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;
- 6) All mobile recreational vehicles placed on site must meet one of the following:
 - a. Be fully licensed, if required, and ready for highway use; or
 - b. Not occupy any site in the campground for more than 180 consecutive days, at which time the recreational vehicle must be removed from the floodplain for a minimum of 24 hours; or
 - c. Meet the requirements in either s. 3.0, 4.0, or 5.1 for the floodplain district in which the structure is located;

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

- 7) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with

2.4(6) and shall ensure compliance with all the provisions of this section;

- 8) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
- 9) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and
- 10) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation; and
- 11) Standards for structures in a campground:
 - a. All structures must comply with section 2.4 or meet the applicable requirements in ss. 3.0, 4.0, or 5.1 for the floodplain district in which the structure is located;
 - b. Deck/landing-a portable landing may be allowed for a camping unit for each entry provided that the landing is not permanently attached to the ground or camping unit, is no more than 200 square feet in size, shall be portable, contain no walls or roof, and can be removed from the campground by a truck and/or trailer. Sections of such portable landings may be placed together to form a single deck not greater than 200 square feet at one entry point. Provisions for the removal of these temporary landings during flood events must be addressed within the written agreement with the municipality compliant with section 2.4(4). Any such deck/landing structure may be constructed at elevations lower than the flood protection elevation but must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
 - c. Decks/patios that are constructed completely at grade may be allowed but must also comply with applicable shoreland zoning standards.
 - d. Camping equipment and appurtenant equipment in the campground may be allowed provided that the equipment is not permanently attached to the ground or camping unit, is not used as a habitable structure, and must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood. Provisions for the removal of this equipment during flooding events shall be addressed within the written agreement with the municipality compliant with section 2.4(4).
 - e. Once a flood warning in the written agreement has been issued for the campground, the campground owner or the designated operator shall ensure that all persons, camping units, decks, camping equipment and appurtenant equipment in the campground shall be evacuated within the timelines specified within the written agreement with the municipality compliant with section 2.4(4).

- 12) A land use permit shall be obtained as provided under 7.1(2) before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated.

3.0 FLOODWAY DISTRICT (FW)

3.1 APPLICABILITY

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to s. 5.1(5).

3.2 PERMITTED USES

The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:

- they are not prohibited by any other ordinance;
 - they meet the standards in s. 3.3 and 3.4; and
 - all permits or certificates have been issued according to s. 7.1.
- 1) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture, and wild crop harvesting.
 - 2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
 - 3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap, and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of s. 3.3(4).
 - 4) Uses or structures accessory to open space uses or classified as historic structures that comply with s. 3.3 and 3.4.
 - 5) Extraction of sand, gravel or other materials that comply with s. 3.3(4).
 - 6) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.
 - 7) Public utilities, streets and bridges that comply with s. 3.3(3).
 - 8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Ch. SPS 383, Wis. Adm. Code.

- 9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
- 10) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.
- 11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

3.3 STANDARDS FOR DEVELOPMENT IN THE FLOODWAY

1) GENERAL

- a. Any development in the floodway shall comply with s. 2.0 and have a low flood damage potential.
- b. Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to s. 2.1 and 7.1(2)(c). The analysis must be completed by a registered professional engineer in the state of Wisconsin.
- c. Any encroachment in the regulatory floodway is prohibited unless the data submitted for subd. 3.3(1)(b) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in s. 1.5(5).

2) STRUCTURES

Structures accessory to permanent open space uses, including utility and sanitary facilities, or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

- a. Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
- b. Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:
 1. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding;
 2. Have structural components capable of meeting all provisions of Section 3.3(2)(g) and;

3. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 3.3(2)(g).
- c. Must be anchored to resist flotation, collapse, and lateral movement;
 - d. Mechanical and utility equipment must be elevated to or above the flood protection elevation; and
 - e. Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
 - f. For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets s. 3.3(2)(a) through 3.3(2)(e) and meets or exceeds the following standards:
 1. The lowest floor must be elevated to or above the regional flood elevation;
 2. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 3. the bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
 4. The use must be limited to parking, building access or limited storage.
 - g. Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:
 1. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;
 2. Construction of wells, water supply systems and waste treatment systems so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in Sections 3.4(4) and 3.4(5);
 3. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;

4. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
5. Placement of utilities to or above the flood protection elevation.

3) PUBLIC UTILITIES, STREETS AND BRIDGES

Public utilities, streets and bridges may be allowed by permit, if:

- a. Adequate floodproofing measures are provided to the flood protection elevation; and
- b. Construction meets the development standards of s. 2.1.

4) FILLS OR DEPOSITION OF MATERIALS

Fills or deposition of materials may be allowed by permit, if:

- a. The requirements of s. 2.1 are met;
- b. No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;
- c. The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
- d. The fill is not classified as a solid or hazardous material.

3.4 PROHIBITED USES

All uses not listed as permitted uses in s. 3.2 are prohibited, including the following uses:

- 1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;
- 2) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- 3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- 4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;
- 5) Any public or private wells which are used to obtain potable water, except those for recreational

areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;

- 6) Any solid or hazardous waste disposal sites;
- 7) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and
- 8) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

4.0 FLOODFRINGE DISTRICT (FF)

4.1 APPLICABILITY

This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 5.1(5).

4.2 PERMITTED USES

Any structure, land use, or development is allowed in the Floodfringe District if the standards in s. 4.3 are met, the use is not prohibited by this, or any other ordinance or regulation and all permits or certificates specified in s. 7.1 have been issued.

4.3 STANDARDS FOR DEVELOPMENT IN THE FLOODFRINGE

Section 2.0 shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;

(1) RESIDENTIAL USES

Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards;

- a) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet s. 1.5(5).
- b) Notwithstanding s. 4.3 (1)(a), a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;

- c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (d).
- d) In developments where existing street or sewer line elevations make compliance with subd. (c) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
 - 1. The municipality has written assurance from police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
 - 2. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.

(2) ACCESSORY STRUCTURES OR USES

In addition to s. 2.0, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.

(3) COMMERCIAL USES

In addition to s. 2.0, any commercial structure which is erected, altered, or moved into the floodfringe shall meet the requirements of s. 4.3(1). Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(4) MANUFACTURING AND INDUSTRIAL USES

In addition to s. 2.0, any manufacturing or industrial structure which is erected, altered, or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s 7.5. Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(5) STORAGE OF MATERIALS

Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish, or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with s. 7.5. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

(6) PUBLIC UTILITIES, STREETS AND BRIDGES

All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

- a) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with s. 7.5.
- b) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

(7) SEWAGE SYSTEMS

All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 7.5(3), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.

(8) WELLS

All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to s. 7.5(3), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.

(9) SOLID WASTE DISPOSAL SITES

Disposal of solid or hazardous waste is prohibited in floodfringe areas.

(10) DEPOSITION OF MATERIALS

Any deposited material must meet all the provisions of this ordinance.

(11) MANUFACTURED HOMES

- a) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval, and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
- b) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
 - 1. have the lowest floor elevated to the flood protection elevation; and
 - 2. be anchored so they do not float, collapse, or move laterally during a flood;

- c) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in s. 4.3(1).

(12) MOBILE RECREATIONAL VEHICLES

All mobile recreational vehicles must be on site for less than 180 consecutive days and be either:

- a) fully licensed and ready for highway use; or
- b) shall meet the elevation and anchoring requirements in s. 4.3 (11)(b) and (c).

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

5.0 OTHER FLOODPLAIN DISTRICTS

5.1 GENERAL FLOODPLAIN DISTRICT (GFP)

1) APPLICABILITY

The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in s. 1.5(2)(a).

2) FLOODWAY BOUNDARIES

For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in s. 1.5(2)(a), the boundaries of the regulatory floodway shall be determined pursuant to s. 5.1(5). If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of s 3.0. If the development is located entirely within the floodfringe, the development is subject to the standards of s. 4.0.

3) PERMITTED USES

Pursuant to s. 5.1(5) it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (s. 3.2) and Floodfringe (s. 4.2) Districts are allowed within the General Floodplain District, according to the standards of s. 5.1(4) provided that all permits or certificates required under s. 7.1 have been issued.

4) STANDARDS FOR DEVELOPMENT IN THE GENERAL FLOODPLAIN DISTRICT

Section 3.0 applies to floodway areas, determined to pursuant to 5.1(5); Section 4.0 applies to floodfringe areas, determined to pursuant to 5.1(5).

- a) New construction and substantial improvement of structures in zone AO shall have the

lowest floor, including basement, elevated:

1. To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade; or
 2. If the depth is not specified on the FIRM, two feet (2) above the highest adjacent natural grade or higher.
- b) New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.
 - c) In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.
 - d) All development in zones AO and zone AH shall meet the requirements of s. 4.0 applicable to floodfringe areas.
- 5) DETERMINING FLOODWAY AND FLOODFRINGE LIMITS
Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the floodplain zoning administrator shall:
- a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures and the flood zone as shown on the FIRM.
 - b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.
 1. A Hydrologic and Hydraulic Study as specified in s. 7.1(2)(c).
 2. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location, and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information.
 3. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

6.0 NONCONFORMING USES

6.1 GENERAL

1) Applicability

- a) The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with s. 87.30, Stats. and §§ NR 116.12-14, Wis. Adm. Code and 44 CFR 59-72., these standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.
- b) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value, and a list of the costs of those activities associated with changes to those buildings.

2) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:

- a) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification, or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

- b) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;
- c) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;
- d) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable

requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;

- e) No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.
- f) If on a per event basis the total value of the work being done under (d) and (e) equals or exceeds 50% of the present equalized assessed value, the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1).
- g) Except as provided in subd. (h), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed, or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.
- h) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met, and all required permits have been granted prior to the start of construction:

1. Residential Structures

- a. Shall have the lowest floor, including basement, elevated to or above the base flood elevation using fill, pilings, columns, posts, or perimeter walls. Perimeter walls must meet the requirements of s. 7.5(2).
- b. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.
- c. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated

so as to prevent water from entering or accumulating within the components during conditions of flooding.

- d. In A Zones, obtain, review, and utilize any flood data available from a federal, state or other source.
- e. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).
- f. in AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

2. Nonresidential Structures

- a. Shall meet the requirements of s. 6.1(2)(h)1a-f.
 - b. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s. 7.5 (1) or (2).
 - c. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).
- 3) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with s. 3.3 (1), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 7.5 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 6.1 (2)(h)1 if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.
- 4) Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on cost and the building's nonconforming use shall be permitted to continue if:
- a) Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;
 - b) The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;
 - c) The nonconforming building is permanently changed to conform to the applicable requirements of 2.0;
 - d) If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of 3.3(1), 3.3(2)(b) through (e), 3.3(3), 3.3(4), and 6.2. Any development that adds additional fill or creates an encroachment in the floodplain

- from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4);
- e) If the nonconforming building is in the floodfringe and the building does not conform to the applicable requirements of 4.3 and 6.3, the building will remain nonconforming.
 - f) Repair or reconstruction of nonconforming structures and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation;
 - g) Repair or reconstruction of nonconforming structures and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:
 - i. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of s. 6.1(4)(g) above.
 - ii. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed;
 - h) Fully enclosed areas below the lowest floor of repair or reconstruction of nonconforming structures and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:
 - i. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area.
 - ii. The bottom of all openings must be no higher than one foot above the adjacent grade.
 - iii. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters;

- i) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
- j) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
- k) Recreational vehicles placed on sites within zones A1-30, AH, and AE must either:
 - i. Be on site for fewer than 180 consecutive days; or
 - ii. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or
 - iii. Meet the elevation and anchoring requirements for manufactured homes in s. 6.1(4)(i) above;
- l) In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including repair or reconstruction of nonconforming structures, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- m) In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring repair or reconstruction of nonconforming structures, substantial improvement, and other development to meet ss. 6.1(4)(f) through (l) (inclusive) above. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the

standards in section 3.3(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;

- n) In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, repair or reconstruction of nonconforming structures, substantial improvement, or any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- o) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity; or
- p) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in s. 6.1(4)(g) above. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity.

6.2 FLOODWAY DISTRICT

- 1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:
 - a) Has been granted a permit or variance which meets all ordinance requirements;
 - b) Meets the requirements of s. 6.1;
 - c) Shall not increase the obstruction to flood flows or regional flood height;
 - d) Any addition to the existing structure shall be floodproofed, pursuant to s. 7.5, by means other than the use of fill, to the flood protection elevation; and,
 - e) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for

every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;

2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 4. The use must be limited to parking, building access or limited storage.
- 2) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and Ch. SPS 383, Wis. Adm. Code.
 - 3) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and chs. NR 811 and NR 812, Wis. Adm. Code.

6.3 FLOODFRINGE DISTRICT

- 1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of s. 4.3 except where s. 6.3(2) is applicable.
- 2) Where compliance with the provisions of subd. (1) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Appeals, using the procedures established in s. 7.3, may grant a variance from those provisions of subd. (1) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:
 - a) No floor is allowed below the regional flood elevation for residential or commercial structures;
 - b) Human lives are not endangered;
 - c) Public facilities, such as water or sewer, shall not be installed;
 - d) Flood depths shall not exceed two feet;
 - e) Flood velocities shall not exceed two feet per second; and

- f) The structure shall not be used for storage of materials as described in s. 4.3(5).
- 3) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, s. 7.5 (3) and ch. SPS 383, Wis. Adm. Code.
- 4) All new wells, or addition to, replacement, repair, or maintenance of a well shall meet the applicable provisions of this ordinance, s. 7.5 (3) and ch. NR 811 and NR 812, Wis. Adm. Code.

7.0 ADMINISTRATION

Where a zoning administrator, planning agency or a board of appeals has already been appointed to administer a zoning ordinance adopted under ss. 59.69, 59.692 or 62.23(7), Stats., these officials shall also administer this ordinance.

7.1 FLOODPLAIN ZONING ADMINISTRATOR

1) DUTIES AND POWERS

The floodplain zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:

- a) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
- b) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate
- c) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
- d) Keep records of all official actions such as:
 - 1. All permits issued, inspections made, and work approved;
 - 2. Documentation of certified lowest floor and regional flood elevations;
 - 3. Floodproofing certificates.
 - 4. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
 - 5. All substantial damage assessment reports for floodplain structures.
 - 6. List of nonconforming structures and uses.
- e) Submit copies of the following items to the Department Regional office:
 - 1. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
 - 2. Copies of case-by-case analyses and other required information.

3. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
- f) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.
- g) Submit copies of amendments to the FEMA Regional office.

2) LAND USE PERMIT

A land use permit shall be obtained before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the floodplain zoning administrator shall include:

a) GENERAL INFORMATION

1. Name and address of the applicant, property owner and contractor;
2. Legal description, proposed use, and whether it is new construction or a modification;

b) SITE DEVELOPMENT PLAN

A site plan drawn to scale shall be submitted with the permit application form and shall contain:

1. Location, dimensions, area and elevation of the lot;
2. Location of the ordinary highwater mark of any abutting navigable waterways;
3. Location of any structures with distances measured from the lot lines and street center lines;
4. Location of any existing or proposed on-site sewage systems or private water supply systems;
5. Location and elevation of existing or future access roads;
6. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
7. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
8. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of s. 3.0 or 4.0 are met; and

9.Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 2.1. This may include any of the information noted in s. 3.3(1).

c) HYDRAULIC AND HYDROLOGIC STUDIES TO ANALYZE DEVELOPMENT

All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

1.Zone A floodplains and in AE zones within which a floodway is not delineated:

a. Hydrology

- i. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

b. Hydraulic modeling

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

- i. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
- ii. channel sections must be surveyed.
- iii. minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
- iv. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
- v. the most current version of HEC-RAS shall be used.
- vi. a survey of bridge and culvert openings and the top of road is required at each structure.
- vii. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
- viii. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be

calibrated to past flooding data such as high-water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.

- ix. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

c. Mapping

A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.

- i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
- ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

2. Zone AE Floodplains

a. Hydrology

If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

b. Hydraulic model

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

i. Duplicate Effective Model

The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

ii. Corrected Effective Model.

The Corrected Effective Model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.

- iii. Existing (Pre-Project Conditions) Model.
The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
 - iv. Revised (Post-Project Conditions) Model.
The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
 - v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
 - vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.
- c. Mapping
Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:
 - i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.
 - ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
 - iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
 - iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used, then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.
 - v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.

- vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
- vii. Both the current and proposed floodways shall be shown on the map.
- viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

d) EXPIRATION

All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.

3) CERTIFICATE OF COMPLIANCE

No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the floodplain zoning administrator, except where no permit is required, subject to the following provisions:

- a) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
- b) Application for such certificate shall be concurrent with the application for a permit;
- c) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
- d) The applicant shall submit a certification signed by a registered professional engineer, architect, or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 7.5 are met.
- e) Where applicable pursuant to s. 5.1(4), the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.
- f) Where applicable pursuant to s. 5.1(4), the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by s. 5.1(4).

4) OTHER PERMITS

Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

7.2 ZONING AGENCY

- 1) The City Administrator shall:
 - a) oversee the functions of the office of the floodplain zoning administrator; and
 - b) review and advise the governing body on all proposed amendments to this ordinance, maps, and text.
 - c) publish adequate notice pursuant to Ch. 985, Stats., specifying the date, time, place, and subject of the public hearing.
- 2) The City Administrator shall not:
 - a) grant variances to the terms of the ordinance in place of action by the Board of Appeals; or
 - b) amend the text or zoning maps in place of official action by the governing body.

7.3 BOARD OF APPEALS

The Board of Appeals, created under s. 62.23(7)(e), Stats., for cities, is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The floodplain zoning administrator shall not be the secretary of the Board.

1) POWERS AND DUTIES

The Board of Appeals shall:

- a) Appeals - Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;
- b) Boundary Disputes - Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
- c) Variances - Hear and decide, upon appeal, variances from the ordinance standards.

2) APPEALS TO THE BOARD

- a) Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the floodplain zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the

appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.

b) NOTICE AND HEARING FOR APPEALS INCLUDING VARIANCES

1. Notice - The board shall:

- a. Fix a reasonable time for the hearing;
- b. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place, and subject of the hearing; and
- c. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

2. Hearing - Any party may appear in person or by agent. The board shall:

- a. Resolve boundary disputes according to s. 7.3(3);
- b. Decide variance applications according to s. 7.3(4); and
- c. Decide appeals of permit denials according to s. 7.4.

c) DECISION: The final decision regarding the appeal or variance application shall:

- 1. Be made within a reasonable time;
- 2. Be sent to the Department Regional office within 10 days of the decision;
- 3. Be a written determination signed by the chairman or secretary of the Board;
- 4. State the specific facts which are the basis for the Board's decision;
- 5. Either affirm, reverse, vary or modify the order, requirement, decision, or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
- 6. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

3) BOUNDARY DISPUTES

The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

- a) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.
- b) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and

- c) If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to s. 8.0 *Amendments*.

4) VARIANCE

- a) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:
 - 1. Literal enforcement of the ordinance will cause unnecessary hardship;
 - 2. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
 - 3. The variance is not contrary to the public interest; and
 - 4. The variance is consistent with the purpose of this ordinance in s. 1.3.
- b) In addition to the criteria in subd. (a), to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:
 - 1. The variance shall not cause any increase in the regional flood elevation;
 - 2. The applicant has shown good and sufficient cause for issuance of the variance;
 - 3. Failure to grant the variance would result in exceptional hardship;
 - 4. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
 - 5. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.
- c) A variance shall not:
 - 1. Grant, extend or increase any use prohibited in the zoning district;
 - 2. Be granted for a hardship based solely on an economic gain or loss;
 - 3. Be granted for a hardship which is self-created.
 - 4. Damage the rights or property values of other persons in the area;
 - 5. Allow actions without the amendments to this ordinance or map(s) required in s. 8.0 *Amendments*; and

6. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

- d) When a floodplain variance is granted, the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

7.4 TO REVIEW APPEALS OF PERMIT DENIALS

(1) The Zoning Agency (s. 7.2) or Board shall review all data related to the appeal. This may include:

- a. Permit application data listed in s. 7.1(2);
- b. Floodway/floodfringe determination data in s. 5.1(5);
- c. Data listed in s. 3.3(1)(b) where the applicant has not submitted this information to the floodplain zoning administrator; and
- d. Other data submitted with the application or submitted to the Board with the appeal.

(2) For appeals of all denied permits the Board shall:

- a. Follow the procedures of s. 7.3;
- b. Consider zoning agency recommendations; and
- c. Either uphold the denial or grant the appeal.

(3) For appeals concerning increases in regional flood elevation the Board shall:

- a. Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of s. 8.0 *Amendments*; and
- b. Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

7.5 FLOODPROOFING STANDARDS

- (1) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in ss. 2.0, 3.0, 4.0, or 5.1.

(2) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:

- a. certified by a registered professional engineer or architect; or
- b. meeting or exceeding the following standards:
 - 1. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - 2. the bottom of all openings shall be no higher than one foot above grade; and
 - 3. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(3) Floodproofing measures shall be designed, as appropriate, to:

- a. Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
- b. Protect structures to the flood protection elevation;
- c. Anchor structures to foundations to resist flotation and lateral movement;
- d. Minimize or eliminate infiltration of flood waters;
- e. Minimize or eliminate discharges into flood waters;
- f. Placement of essential utilities to or above the flood protection elevation; and
- g. If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 - 3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - 4. The use must be limited to parking, building access or limited storage.

7.6 PUBLIC INFORMATION

- (1) Place marks on structures to show the depth of inundation during the regional flood.
- (2) All maps, engineering data and regulations shall be available and widely distributed.
- (3) Real estate transfers should show what floodplain district any real property is in.

8.0 AMENDMENTS

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1.

- (1) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1. Any such alterations must be reviewed and approved by FEMA and the DNR.
- (2) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 8.1.

8.1 GENERAL

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in s. 8.2 below. Actions which require an amendment to the ordinance and/or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (3) Any changes to any other officially adopted floodplain maps listed in s. 1.5 (2)(b);
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (5) Correction of discrepancies between the water surface profiles and floodplain maps;
- (6) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

8.2 PROCEDURES

Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats., for cities. The petitions shall include all data required by s. 5.1(5) and 7.1(2). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats., for cities.
- (2) No amendments shall become effective until reviewed and approved by the Department.
- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

9.0 ENFORCEMENT AND PENALTIES

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than \$50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance, and the creation may be enjoined, and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Stats.

10.0 DEFINITIONS

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

1. A ZONES – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.
2. AH ZONE – See “AREA OF SHALLOW FLOODING”.
3. AO ZONE – See “AREA OF SHALLOW FLOODING”.

4. **ACCESSORY STRUCTURE OR USE** – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.
5. **ALTERATION** – An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.
6. **AREA OF SHALLOW FLOODING** – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.
7. **BASE FLOOD** – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.
8. **BASEMENT** – Any enclosed area of a building having its floor sub-grade on all sides.
9. **BUILDING** – See **STRUCTURE**.
10. **BULKHEAD LINE** – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.
11. **CAMPGROUND** – Any parcel of land which is designed, maintained, intended, or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.
12. **CAMPING UNIT** – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.
13. **CERTIFICATE OF COMPLIANCE** – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.
14. **CHANNEL** – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.
15. **CRAWLWAYS or CRAWL SPACE** – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

16. DECK – An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.
17. DEPARTMENT – The Wisconsin Department of Natural Resources.
18. DEVELOPMENT – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.
19. DRYLAND ACCESS – A vehicular access route which is above the regional flood elevation, and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.
20. ENCROACHMENT – Any fill, structure, equipment, use or development in the floodway.
21. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – The federal agency that administers the National Flood Insurance Program.
22. FLOOD INSURANCE RATE MAP (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.
23. FLOOD or FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:
 - The overflow or rise of inland waters;
 - The rapid accumulation or runoff of surface waters from any source;
 - The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
 - The sudden increase caused by an unusually high-water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.
24. FLOOD FREQUENCY – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.

25. **FLOODFRINGE** – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.
26. **FLOOD HAZARD BOUNDARY MAP** – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.
27. **FLOOD INSURANCE STUDY** – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.
28. **FLOODPLAIN** – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.
29. **FLOODPLAIN ISLAND** – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.
30. **FLOODPLAIN MANAGEMENT** – Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.
31. **FLOODPLAIN ZONING ADMINISTRATOR** - floodplain zoning administrator is authorized to administer this ordinance and has the duties described in section 7.1 of this ordinance.
32. **FLOOD PROFILE** – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.
33. **FLOODPROOFING** – Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.
34. **FLOOD PROTECTION ELEVATION** – An elevation of two feet of freeboard above the Regional Flood Elevation. (Also see: FREEBOARD.)
35. **FLOOD STORAGE** – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

36. **FLOODWAY** – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.
37. **FREEBOARD** – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.
38. **HABITABLE STRUCTURE** – Any structure or portion thereof used or designed for human habitation.
39. **HEARING NOTICE** – Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.
40. **HIGH FLOOD DAMAGE POTENTIAL** – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.
41. **HIGHEST ADJACENT GRADE** – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
42. **HISTORIC STRUCTURE** – Any structure that is either:
- Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
 - Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.
43. **INCREASE IN REGIONAL FLOOD HEIGHT** – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

44. LAND USE – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)
45. LOWEST ADJACENT GRADE – Elevation of the lowest ground surface that touches any of the exterior walls of a building.
46. LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement).
47. MAINTENANCE – The act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems, or structures.
48. MANUFACTURED HOME – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."
49. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.
50. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.
51. MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.
52. MOBILE RECREATIONAL VEHICLE – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."
53. MODEL, CORRECTED EFFECTIVE – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

54. MODEL, DUPLICATE EFFECTIVE – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.
55. MODEL, EFFECTIVE – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.
56. MODEL, EXISTING (PRE-PROJECT) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man-made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.
57. MODEL, REVISED (POST-PROJECT) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.
58. MUNICIPALITY or MUNICIPAL – The county, city or village governmental units enacting, administering, and enforcing this zoning ordinance.
59. NAVD or NORTH AMERICAN VERTICAL DATUM – Elevations referenced to mean sea level datum, 1988 adjustment.
60. NGVD or NATIONAL GEODETIC VERTICAL DATUM – Elevations referenced to mean sea level datum, 1929 adjustment.
61. NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.
62. NON-FLOOD DISASTER – A fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, but excludes a flood.
63. NONCONFORMING STRUCTURE – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)
64. NONCONFORMING USE – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)
65. OBSTRUCTION TO FLOW – Any development which blocks the conveyance of floodwaters such

that this development alone or together with any future development will cause an increase in regional flood height.

- 66. OFFICIAL FLOODPLAIN ZONING MAP – That map, adopted and made part of this ordinance, as described in s. 1.5(2), which has been approved by the Department and FEMA.
- 67. OPEN SPACE USE – Those uses having a relatively low flood damage potential and not involving structures.
- 68. ORDINARY HIGHWATER MARK – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
- 69. PERSON – An individual, or group of individuals, corporation, partnership, association, municipality, or state agency.
- 70. PRIVATE SEWAGE SYSTEM – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure.
- 71. PUBLIC UTILITIES – Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer, and storm sewer.
- 72. REASONABLY SAFE FROM FLOODING – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.
- 73. REGIONAL FLOOD – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.
- 74. START OF CONSTRUCTION – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not

part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

75. **STRUCTURE** – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lakebed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.
76. **SUBDIVISION** – Has the meaning given in s. 236.02(12), Wis. Stats.
77. **SUBSTANTIAL DAMAGE** – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.
78. **SUBSTANTIAL IMPROVEMENT** – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.
79. **UNNECESSARY HARDSHIP** – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.
80. **VARIANCE** – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.
81. **VIOLATION** – The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.
82. **WATERSHED** – The entire region contributing runoff or surface water to a watercourse or body of water.
83. **WATER SURFACE PROFILE** – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood

flow. A water surface profile of the regional flood is used in regulating floodplain areas.

84. WELL – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

SECTION 2. Effective Date

This ordinance shall take effect upon passage and publication as provided by law.

ADOPTED by the Common Council of the City of Richland Center on this 3rd day of November, 2026 by the following votes: AYES __, NOS __.

Karin Tepley, Mayor

Attest:

Amanda R. Keller, Clerk

Dates of Publications of Notice of Public Hearing: October 8, 2026 and October 15, 2026

Date of Public Hearing: October 28, 2026

Date of Adoption: November 3, 2026

Date of Publication of Enacted Ordinance: November 12, 2026

APPLICANT / AGENT	Driftless Area Group	BUSINESS NAME:	Seventh Day Adventists
SITE ADDRESS:	26625 Crestview Drive	ZONING DISTRICT:	(A-R) AG-Residential
TAX PARCEL:	022-2832-4000	REQUEST:	Land Division by CSM
DESCRIPTION:	NW1/4, SW1/4 Sec 28, T10N, R01E		
MEETINGS:	Plan Commission 10/28/2026; Common Council 11/03/2026		

Request / Background

Request for approval of a CSM to divide 2.45 acres from the north part of 26625 Crestview Drive (Parcel No 022-2832-4000) and combine it into the parcel located to the east (Parcel No 022-2832-6200).

- **Lot 1 (26625 Crestview Drive):** Decreases to 2.03 acres.
- **Lot 2 (Parcel 022-2832-6200):** Increases to 5.01 acres.

Both properties will remain zoned Ag-Res with no changes to current intended land use. The land transfer is requested to sell Lot 2 for residential development.

Authority and Basis for Review

The request is a land division under Chapter 448, requiring a certified survey map (CSM). Section 448.04(7)(d) directs the Plan Commission to review the draft CSM for conformity with this ordinance, other applicable ordinances, and the master plan, and to recommend approval, conditional approval, or rejection to the City Council. The Council must act within sixty (60) days of filing under §448.04(7)(e).

Zoning District and Land Division Requirements

<i>Lot Size</i>	1 acre (43,560 sqft)
<i>Lot Width</i>	90 ft
<i>Lot Depth</i>	No minimum/maximum
<i>Lot Area & Dimensions</i>	Must conform to Zoning Code Large parcel must allow for future subdivision into standard lots
<i>Setbacks</i>	
• Highway	110 ft from CL of highway or 50 ft from the ROW whichever is greater
• Sideyard	15 ft
• Sideyard - Interior	None
• Rear Yard	30 ft
<i>Traffic Visibility Triangle</i>	30ft along NW corner intersecting ROW lines
<i>Access to Lot 2</i>	Easement to access Lot 2 required to not create a landlocked parcel

Comprehensive Plan

The subject property is designated Institutional/Public on the Future Land Use Map of the *Comprehensive Plan for Richland Center, Wisconsin 2022-2032* (adopted December 21, 2021) and is currently zoned Ag-Res. The proposed division would create an approximately 5-acre parcel to be sold and developed with housing and the proposed division requires no rezoning.

The Land Use chapter directs the City toward "land use policies and zoning that maximize the available opportunities and encourage residential, commercial, and industrial development," and the Economic Development, Housing, and Transportation chapter highlights the need for additional housing to offset current shortages, while setting a long-term goal for additional housing to build and grow a more resilient and diversified local economy. Accommodating the proposed land division for housing advances these objectives and reflects the plans emphasis on developing underutilized land.

Staff find the proposed land division consistent with the Comprehensive Plan.

CRITERIA FOR CONSIDERATION	Yes	No
Is the project consistent with the Comprehensive Plan?	☒	☐
Can the request demonstrate adequate public facilities, including roads and drainage, and utilities?	☒	☐
The division creates no nonconforming lot, structure, or use.	☒	☐
All resulting parcels, existing structures, parking, and loading areas conform to the requirements of the zoning district as measured from the new lot lines.	☒	☐
The request conforms to all applicable provisions of the code.	☒	☐

RECOMMENDED CONDITIONS FOR APPROVAL

1. The certified survey map (CSM) shall conform to the plans and specifications submitted with the application dated 8/5/2026 and as presented at the Plan Commission public hearing on 10/28/2026. Any material change requires resubmittal.
2. The final CSM shall comply with Wis. Stat. § 236.34 and shall bear the surveyor's certification that the land division complies with all provisions of Chapter 448.
3. All resulting parcels and all existing structures shall comply with the setback, yard, and traffic visibility requirements of Zoning Code as measured from the proposed lot lines. No parcel shall be created that renders an existing structure, parking area, or loading area nonconforming.
4. Utility and drainage easements shall be shown on the face of the map.
5. The approved certified survey map shall be promptly recorded with the Richland County Register of Deeds, and two copies of the recorded map showing recording data shall be transmitted to the City.
6. Approval of this CSM does not authorize construction or a change in use.

Staff Recommendation

It is recommended that the land division be approved with the conditions as presented and be forwarded to the Common Council for approval.

Recommended Action

Motion to recommend that the Common Council approve the CSM submitted by Seventh Day Adventists., which transfers 2.45 acres from 26625 Crestview Dr, Parcel No. 022-2832-4000, to the adjacent Parcel No. 022-2832-6200, based on the following findings:

1. The land division is permitted to proceed by certified survey map under §448.04(7)(a), fewer than five parcels being proposed.
2. Notice of public hearing was given to owners of property within 300 feet of the exterior boundaries as required by §448.04(7)(c), and a public hearing was held.
3. The certified survey map conforms to Chapter 448, the Zoning Ordinance, and the master plan and master plan components as required by §448.04(7)(d).
4. The resulting parcels comply with the requirements of an A-R District, and the division creates no nonconforming lot, structure, or use.

Subject to the conditions of approval set forth in the staff report dated 10/28/2026.

CERTIFIED SURVEY MAP No.

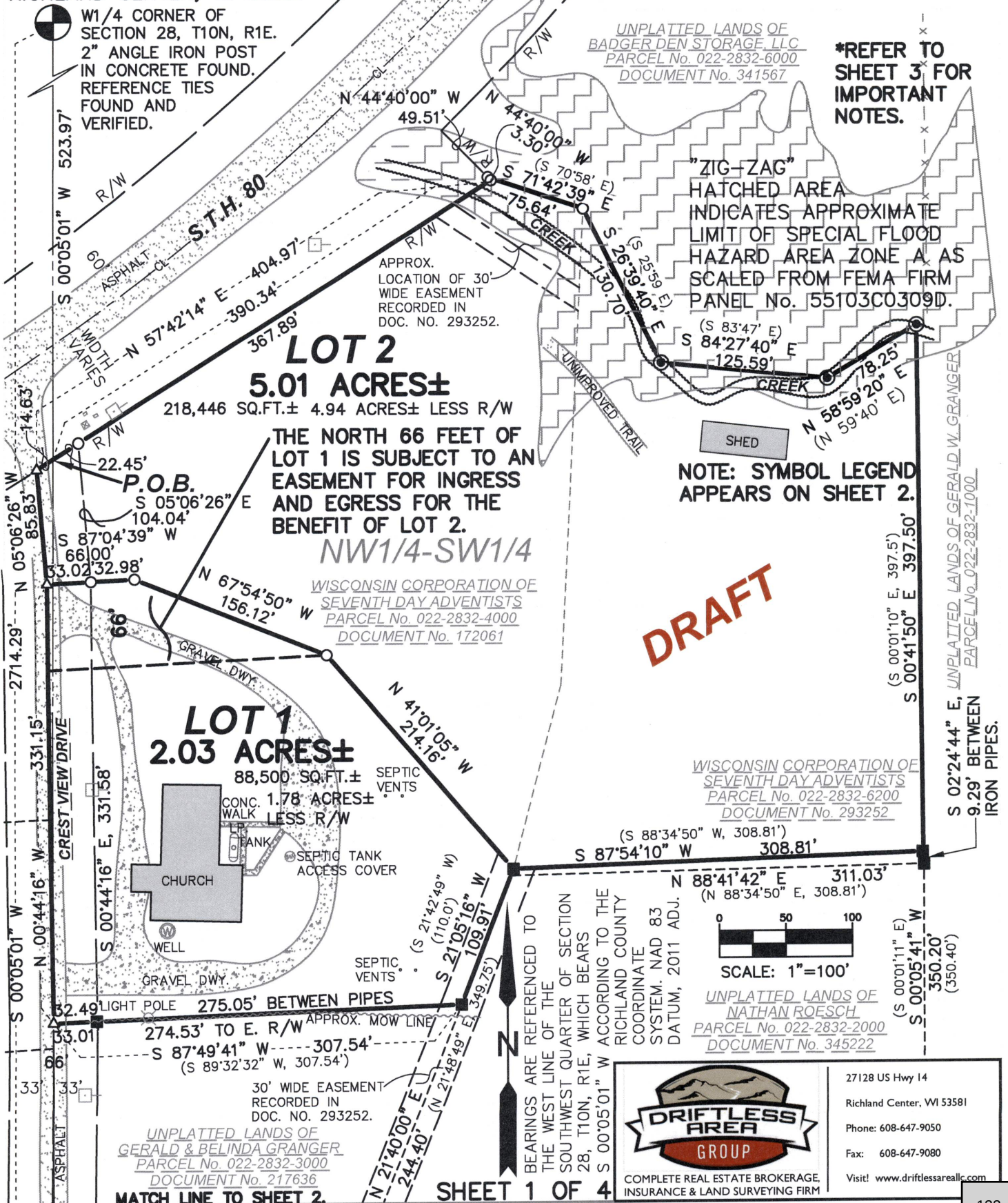
PART OF THE NORTHWEST QUARTER OF
THE SOUTHWEST QUARTER OF SECTION 28,
TOWN 10 NORTH, RANGE 1 EAST, TOWN
OF RICHLAND, RICHLAND COUNTY, WI.

SURVEYED FOR:**DATE: SEPTEMBER 23, 2026**

**KAREN HARRICHARAN, AGENT
WISCONSIN CORPORATION OF
SEVENTH DAY ADVENTISTS
26625 CRESTVIEW DR
RICHLAND CENTER, WI 53581**

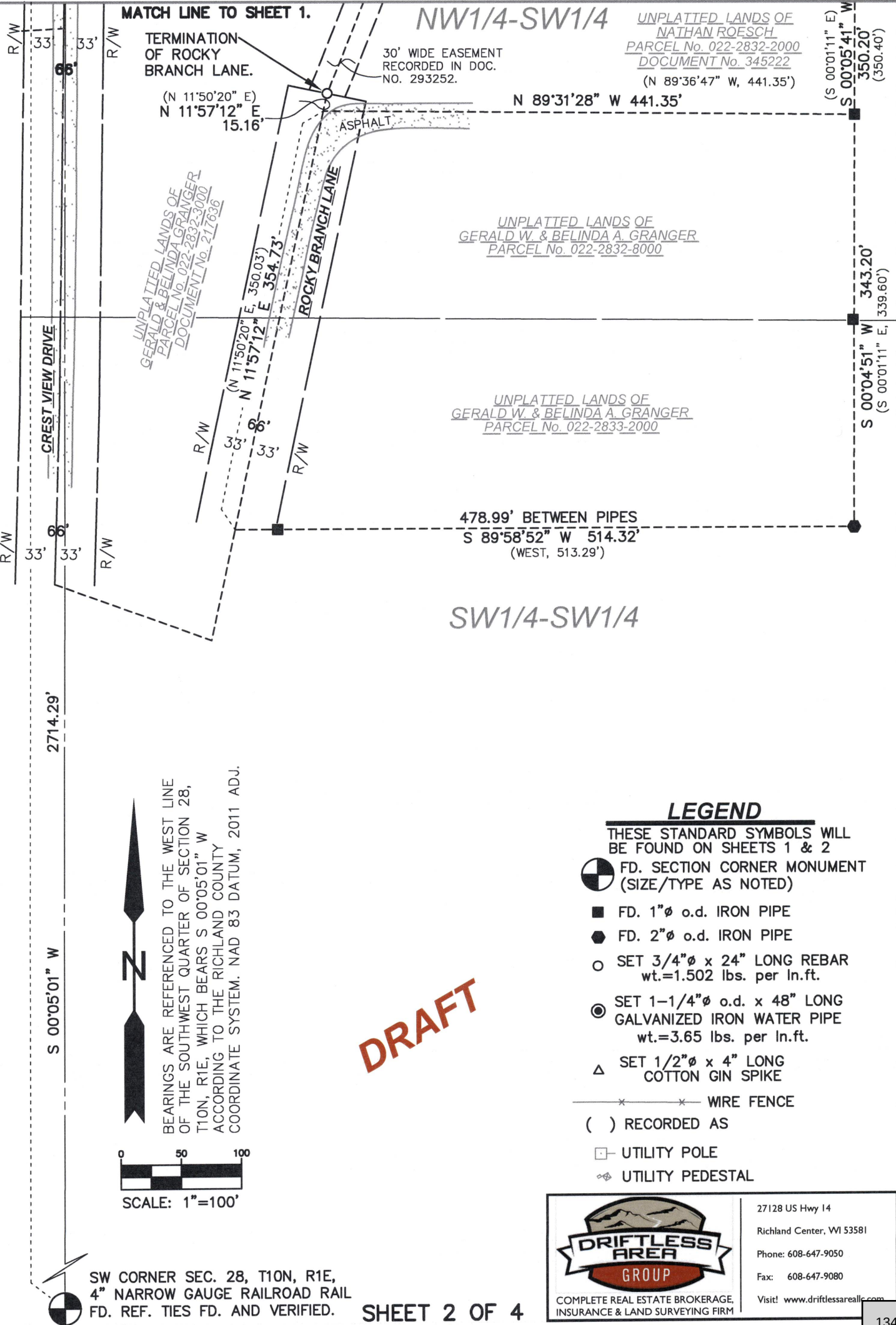
DWG NO: 1875-1CSM.DWG**SURVEY BY:**

**TODD T. RUMMLER P.L.S.-2443
AGENT OF DRIFTLESS AREA GROUP, LLC
27128 US HWY 14
RICHLAND CENTER, WI 53581**



CERTIFIED SURVEY MAP No.

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWN 10 NORTH, RANGE 1 EAST, TOWN OF RICHLAND, RICHLAND COUNTY, WI.



CERTIFIED SURVEY MAP No.

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWN 10 NORTH, RANGE 1 EAST, TOWN OF RICHLAND, RICHLAND COUNTY, WI.

IMPORTANT NOTES REGARDING LOT 1

- 1.)NUMEROUS UTILITY STRUCTURES SUCH AS POLES, PEDESTALS, OVERHEAD AND UNDERGROUND CABLES, GUY ANCHORS, WARNING SIGNS, ETC. MAY EXIST WITHIN, OR IN PROXIMITY TO, THE LOT ON THIS CSM. THESE UTILITY STRUCTURES MAY INDICATE THE PRESENCE OF ASSOCIATED RECORDED AND/OR PRESCRIPTIVE EASEMENTS BOTH BENEFITING AND ENCUMBERING THE PROPERTY.
- 2.) THE RIGHT-OF-WAY LIMITS OF STATE TRUNK HIGHWAY 80 WERE DETERMINED FROM THE CURRENT LOCATION OF ASPHALT ROADWAY SURFACE AND FROM THE INFORMATION SHOWN ON THE "PLAT OF RIGHT OF WAY REQUIRED" PROJECT T 0208 (I), DATED JULY 14 1955.
- 3.)THE LOCATIONS OF THE CENTERLINE AND RIGHT-OF-WAY LIMITS OF CREST VIEW DRIVE WERE DETERMINED FROM THE CURRENT LOCATION OF THE ASPHALT ROADWAY SURFACE, FROM INFORMATION SHOWN ON PREVIOUS SURVEY MAPS IN THE AREA AND FROM INFORMATION RECORDED IN VARIOUS DEEDS IN THE AREA. THE RIGHT-OF-WAY OF CREST VIEW DRIVE IS PRESUMED TO BE 66 FEET WIDE AS PER WIS. STATS. 82.31(2) AND EXIST BY EASEMENT.
- 4.)LOT 1 OF THIS CSM HAS ACCESS TO CREST VIEW DRIVE VIA 2 GRAVEL DRIVEWAYS. THE SURVEYOR HAS NOT PERFORMED ANY INVESTIGATION REGARDING IF THESE GRAVEL DRIVEWAYS HAVE VALID DRIVEWAY PERMITS ISSUED BY THE TOWN OF RICHLAND. THE LANDOWNERS ARE RESPONSIBLE FOR OBTAINING ANY PERMITS THAT MAY BE REQUIRED.
- 5.)THE NORTH 66 FEET OF LOT 1 OF THIS CSM IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF LOT 2 OF THIS CSM. IT IS INTENDED THAT THE ACCESS TO CREST VIEW DRIVE FROM LOT 2 BE LOCATED WITHIN THIS 66 FOOT WIDE STRIP AND THAT THE DRIVEWAY FOR LOT 2 WILL SIMPLY BE EXTENDED TO "ATTACH" TO THE EXISTING NORTHERLY DRIVEWAY ALREADY SERVING AS AN ACCESS FROM LOT 1 TO CREST VIEW DRIVE. THE LANDOWNERS ARE RESPONSIBLE FOR OBTAINING ANY PERMITS THAT MAY BE REQUIRED FOR CONSTRUCTING THIS DRIVEWAY EXTENSION FOR LOT 2.
- 6.)THE LOTS ON THIS CSM ARE LOCATED WITHIN THE TOWN OF RICHLAND. THE LOTS ARE ALSO LOCATED WITHIN THE CITY OF RICHLAND CENTER "EXTRA-TERRITORIAL" AUTHORITY AREA. THE CITY OF RICHLAND CENTER IS RESPONSIBLE FOR REVIEWING ANY LAND DIVISIONS AND ZONING CHANGES WITHIN THE "EXTRA-TERRITORIAL" AREA. THE CURRENT "EXTRA-TERRITORIAL" ZONING CLASSIFICATION FOR THE LAND INCLUDED IN THIS CSM IS "A-R AGRICULTURE/RESIDENTIAL". THE FOLLOWING REQUIREMENTS APPLY IN THIS ZONING CLASSIFICATION: MINIMUM LOT SIZE=1 ACRE. MINIMUM LOT WIDTH=90 FEET. STREET YARD BUILDING SETBACK=30 FEET FROM RIGHT-OF-WAY OR 63 FEET FROM CENTERLINE, REAR YARD BUILDING SETBACK=30 FEET. SIDE YARD BUILDING SETBACK=15 FEET. SEE CHAPTER 475.07(4) OF THE CITY OF RICHLAND CENTER ETZ ZONING ORDINANCE FOR ADDITIONAL INFORMATION.
- 7.)THE CENTERLINE OF CREST VIEW DRIVE AND THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28 ARE NOT COINCIDENTAL.
- 8.)THE FIELD WORK FOR THIS PROJECT WAS COMPLETED ON SEPTEMBER 17, 2026

SURVEYOR'S CERTIFICATE

I, TODD T. RUMMLER, PROFESSIONAL WISCONSIN LAND SURVEYOR – 2443, DO HEREBY CERTIFY: THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE LAND DIVISION ORDINANCE OF THE CITY OF RICHLAND CENTER, AND AT THE DIRECTION OF KAREN HARRICHARAN, AGENT FOR THE WISCONSIN CORPORATION OF SEVENTH DAY ADVENTISTS, LANDOWNER; I HAVE SURVEYED, AND MAPPED THIS CERTIFIED SURVEY MAP, THAT SUCH PLAT CORRECTLY REPRESENTS ALL OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS LAND IS PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWN 10 NORTH, RANGE 1 EAST, TOWN OF RICHLAND, RICHLAND COUNTY, WISCONSIN, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, T10N, R1E;
THENCE S 00°05'01" W ON THE WEST LINE OF THE SOUTHWEST QUARTER, 523.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE TRUNK HIGHWAY 80 AND THE POINT OF BEGINNING;
THENCE N 57°42'14" E ON THE SOUTHERLY RIGHT-OF-WAY OF STATE TRUNK HIGHWAY 80, 390.34 FEET;
THENCE N 44°40'00" W, 3.30 FEET TO THE LAST POINT ON SAID RIGHT-OF-WAY;
THENCE S 71°42'39" E, 75.64 FEET;
THENCE S 26°39'40" E, 130.70 FEET;
THENCE S 84°27'40" E, 125.59 FEET;
THENCE N 58°59'20" E, 78.25 FEET;
THENCE S 00°41'50" E, 397.50 FEET;
THENCE S 87°54'10" W, 308.81 FEET;
THENCE S 21°05'16" W, 109.91 FEET;
THENCE S 87°49'41" W, 307.54 FEET TO THE CENTERLINE OF CREST VIEW DRIVE;
THENCE N 00°44'16" W ON THE CENTERLINE OF CREST VIEW DRIVE, 331.15 FEET;
THENCE CONTINUING ON SAID CENTERLINE, N 05°06'26" W, 85.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF STATE TRUNK HIGHWAY 80 AND THE LAST POINT ON THE CENTERLINE OF CREST VIEW DRIVE;
THENCE N 57°42'14" E, 14.63 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.04 ACRES (306,946 SQ.FT.), MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND/OR USAGE.

DATED: SEPTEMBER 23, 2026

DRAFT



27128 US Hwy 14
Richland Center, WI 53581
Phone: 608-647-9050
Fax: 608-647-9080
Visit! www.driftlessareallc.com

COMPLETE REAL ESTATE BROKERAGE,
INSURANCE & LAND SURVEYING FIRM

CERTIFIED SURVEY MAP No.

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWN 10 NORTH, RANGE 1 EAST, TOWN OF RICHLAND, RICHLAND COUNTY, WI.

OWNER'S CERTIFICATE

AS THE OWNER OF LOT 1 AND LOT 2, THE WISCONSIN CORPORATION OF SEVENTH DAY ADVENTISTS DOES HEREBY CERTIFY THAT IT HAS CAUSED THE LAND HEREON DESCRIBED TO BE SURVEYED, DIVIDED, MAPPED, MONUMENTED AND DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. FURTHERMORE, THE WISCONSIN CORPORATION OF ADVENTISTS DOES ALSO HEREBY CAUSE THE NORTH 66 FEET OF LOT 1 TO BE SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS TO PROVIDE THE BENEFIT OF ACCESS FROM LOT 2 TO CREST VIEW DRIVE. THE WISCONSIN CORPORATION OF SEVENTH DAY ADVENTISTS ALSO HEREBY STATE THAT IT WILL CAUSE A SEPARATE "EASEMENT AGREEMENT TO BE PREPARED AND RECORDED AT THE TIME OF CONVEYANCE OF LOT 2 TO A NEW OWNER. THIS EASEMENT AGREEMENT WILL SET FORTH THE TERMS AND CONDITIONS ASSOCIATED WITH THE USE AND MAINTENANCE OF THE DRIVEWAYS LOCATED WITHIN THE EASEMENT CORRIDOR.

_____ - AUTHORIZED REPRESENTATIVE DATE
FOR THE WISCONSIN CORPORATION OF SEVENTH DAY ADVENTISTS, LANDOWNER

_____ - AUTHORIZED REPRESENTATIVE DATE
FOR THE WISCONSIN CORPORATION OF SEVENTH DAY ADVENTISTS, LANDOWNER
STATE OF WISCONSIN)
_____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS ____DAY
OF _____, 2025, THE ABOVE NAMED
_____ AND _____
TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGE THE SAME.

_____ NOTARY PUBLIC
_____ COUNTY, WISCONSIN.
MY COMMISSION EXPIRES: _____

CITY OF RICHLAND CENTER "EXTRA-TERRITORIAL" APPROVAL

RESOLVED, THAT THIS CERTIFIED SURVEY MAP IN THE TOWN OF RICHLAND, AND ALSO LOCATED IN THE CITY OF RICHLAND CENTER EXTRA-TERRITORIAL AUTHORITY AREA, RICHLAND COUNTY, WISCONSIN BE AND HEREBY IS APPROVED IN ACCORDANCE WITH THE CITY OF RICHLAND CENTER LAND DIVISION ORDINANCE.

_____ KARIN TEPLY - MAYOR DATE
CITY OF RICHLAND CENTER

DRAFT



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Richland Center, WI 53581
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COMPLETE REAL ESTATE BROKERAGE,
INSURANCE & LAND SURVEYING FIRM

PROPERTY INFORMATION

Applicant/Agent:	Terry Sebranek	Date:	October 28, 2026
Property Owner:	Terry & Jenna Sebranek (Kalerry LLC)	Parcel No:	276-0920-0600
Site Address:	45 East Robb Road	District:	Industrial Park

REQUEST TYPE

Kalerry LLC requests a **Conditional Use Permit (CUP)** to operate a day care center in accordance with 410.04(6a) and to allow offices not operated in conjunction with a permitted use conducted on the same lot in accordance with 410.04(14) at 45 East Robb Road.

Upon issuance of a CUP, Kalerry LLC will rent the building to SouthwestCAP providing infant and toddler childcare and office space for a community health worker and family advocate.

STAFF REVIEW AND FINDINGS

Comprehensive Plan Alignment: ☒ YES ☐ NO

This site was developed in 2002 as Kid's Stuff Daycare and operated until 2018. Since 2018 It's since been used as professional office space. The proposed use with SWCAP will utilize the building as it was originally designed for and will provide childcare and other services that are essential for working families in the area. Attracting and retaining families in the area is crucial in achieving the Comprehensive Plan as a whole and the proposed use will include in addition to childcare, professional office space for a community health worker and a family advocate providing more public support. Staff find the request consistent with applicable provisions of the Comprehensive Plan.

Public Works / Utilities / Zoning Input: ☒ ADEQUATE ☐ INADEQUATE

Environmental / Site Conditions: ☒ SUITABLE ☐ UNSUITABLE

Recommended Conditions:

1. This permit authorizes the operation of a day care center and professional offices at 45 East Robb Road Parcel No. 276-0920-0600, as described in the application.
2. Day Care shall be licensed in accordance with 400.12(31) and §48.65 and all applicable Wisconsin Department of Children and Families (DCF) regulations and standards.
3. Day Care operations shall provide a safe environment outside for children including necessary fencing in accordance with 400.04(6) and any appropriate signage in accordance with 410.10 and Chapter 485.
4. Operations at this location shall be in accordance with the performance standards applicable in an Industrial Park under 410.11(13), Maintenance of Structures, landscaping and fences.
5. Parking area requirements in an Industrial Park District in accordance to 410.08 shall be followed.
6. This permit is granted as Specific Conditional Use and runs with the land in accordance with 400.12(26).

Staff Recommendation

- ☐ Approve the application for a Conditional Use Permit as presented.
- ☒ Approve the application for a Conditional Use Permit with conditions as presented.
- ☐ Deny the application for Conditional Use Permit.

Applicant: Terry Sebranek

Parcel Number: 276-0920-0600

Meeting Date: Oct. 28, 2026

Plan Commission Review Criteria (§400.05(7)(h))	YES	NO
1. The request is consistent with applicable provisions of the Comprehensive Plan (2022–2032) and the Future Land Use Map. <i>Child care and community support are essential for growth.</i>	☒	☐
2. The request is compatible with the existing or allowable uses of adjacent properties. <i>This was operated as this use for 16 years, and office space for the past 8 years.</i>	☒	☐
3. The request can demonstrate adequate public facilities (roads, drainage, potable water, sanitary sewer, and police and fire protection) exist or will exist to serve the use at the time such facilities are needed. <i>Existing structure and use with infrastructure in place.</i>	☒	☐
4. The request can demonstrate adequate provisions for maintenance of the use and associated structures approved under the permit. <i>The applicant is an established operator that maintains the facility and associated structure as part of current operations and proposed future land use.</i>	☒	☐
5. The request will not create undue traffic congestion. <i>The site uses existing access onto Robb Road, requiring no new access points or modifications to traffic circulation.</i>	☒	☐
6. The request will not adversely affect public health, safety and welfare. <i>Conditions set forth, and the applicant are committed to promotion of these standards.</i>	☒	☐
7. The request conforms to all applicable provisions of this code. <i>The use complies with the performance standards of §410.11.</i>	☒	☐

Finding under Wis. Stat. § 62.23(7)(de): The applicant has demonstrated by substantial evidence that all requirements and conditions established by the City are or shall be satisfied. ☒ YES ☐ NO

Plan Commission Acknowledgement and Action

Based on the substantial evidence provided in the application and the testimony at the public hearing, the Plan Commission finds that all criteria have been met, subject to the following conditions:

1. This permit authorizes the operation of a day care center and professional offices at 45 East Robb Road Parcel No. 276-0920-0600, as described in the application.
2. Day Care shall be licensed in accordance with 400.12(31) and §48.65 and all applicable Wisconsin Department of Children and Families (DCF) regulations and standards.
3. Day Care operations shall provide a safe environment outside for children including necessary fencing in accordance with 400.04(6) and any appropriate signage in accordance with 410.10 and Chapter 485.
4. Operations at this location shall be in accordance with the performance standards applicable in an Industrial Park under 410.11(13), Maintenance of Structures, landscaping and fences.
5. Parking area requirements in an Industrial Park District in accordance to 410.08 shall be followed.
6. This permit is granted as a Specific Conditional Use and runs with the land in accordance with 400.12(26).

Having reviewed the application against the criteria in §400.05(7)(i), and finding the applicant has demonstrated by substantial evidence that the applicable requirements are or will be satisfied as required by Wis. Stat. § 62.23(7)(de), the Plan Commission recommends **APPROVAL** of a Specific Conditional Use Permit to Kalerry LLC. for the operation of a day care center and professional offices at 45 East Robb Road, Parcel No. 276-0920-0600, subject to the conditions set forth below.

Suggested Motion: Motion to recommend that the Common Council approve a Specific Conditional Use Permit for Kalerry LLC. At 45 East Robb Road (Tax Parcel No. 276-0920-0600) for the operation of a day care center under §410.04(6a) and professional offices under §410.04(14), subject to the Conditions of Approval set forth in the Plan Commission report dated 10/28/2026.

Signature: _____
Chris Jarvis, Chair

Date: _____

45 E Robb Road

Application for Conditional Use Permit

The building was originally constructed in 2002 in the North Industrial Park and successfully operated as Kid's Stuff Daycare until the business closed in 2018. Following its closure, the building underwent remodeling and was purchased in 2021. Since that time, it has been utilized by me and my business associates for professional office space.

As our financial planning offices are preparing to relocate back to downtown Richland Center, we began exploring ways the building could once again serve an important need within our community. Recognizing the significant shortage of available infant and toddler childcare, we reached out to SouthwestCAP to determine whether the facility might meet their current and future needs.

SouthwestCAP has expressed sincere interest in relocating its infant-toddler and Head Start classroom programs to this location. The building is particularly well suited for this purpose, having originally been designed and successfully operated as a daycare facility for many years.

In addition to the childcare space, SouthwestCAP would continue to utilize portions of the existing office space for a community health worker and a family advocate. While these employees spend a significant amount of time conducting home visits and working throughout the community, they require dedicated office space for their daily administrative responsibilities and client support.

Granting this Conditional Use Permit would allow an existing building, originally designed for childcare, to once again serve families and children in our community while also supporting important services provided by SouthwestCAP. We believe this proposed use represents a practical and beneficial opportunity to help address a local need, make productive use of the property, and support programs that serve children, families, and the broader Richland Center community.

For these reasons, we respectfully request approval of the Conditional Use Permit.

Thank you for your consideration,

Terry & Jenna Sebranek, owners

CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Item 15.

Agenda Item: A Resolution Adopting Updated Airport Lease and Rental Fees and Establishing Ongoing Lease and Rental Fee Adjustments

Requested & Presented by: Darcy Perkins, Municipal Services Specialist

Meeting Date: Common Council on 11-03-2026

Committee Review: Motion by Jarvis to recommend to the Common Council adoption of Resolution 2026-TBD, implementing updated airport lease and rental fees. Seconded by Hoffman. Motion carried 3-0 by voice vote.

Background: Staff recommend increasing airport lease and rental rates by 3.3% effective January 1, 2027, subject to each lease's adjustment and notice provisions. The proposed rates fall within the City's adopted 0%–5% annual adjustment limits.

Recommended Adjustment Summary			
Lease Category	2026 Rate	Proposed 2027 Rate	Annual Adjustment
Private Hangar Ground Lease	\$0.125/SF/year	\$0.1291/SF/year	+\$0.0041/SF
Heated Hangar Rental	\$187.50/month	\$193.69/month	+\$74.28/year
Unheated Hangar Rental	\$156.25/month	\$161.41/month	+\$61.92/year
Monthly hangar rents are rounded to cents; annual rent equals twelve monthly payments. Ground lease rates are rounded to four decimal places per square foot, with annual payments rounded to cents.			

The updated resolution also establishes automatic annual adjustments beginning January 1, 2028, using the Wisconsin Department of Revenue's certified CPI-U percentage change for the twelve months ending August 31 of the preceding year. Adjustments are limited to 0%–5% and calculated as follows:

$$\text{New Rate} = \text{Prior Year's Rate} \times (1 + \text{Annual Adjustment})$$

Staff would calculate rates, provide required notices, and implement adjustments without returning to Council annually, subject to each lease's provisions. Council retains authority to amend or repeal the rates and formula.

Department Recommendation: Staff recommend adoption of Resolution 2026-TBD approving the updated rates and authorizing staff to administer ongoing annual adjustments under the CPI-U formula and applicable lease provisions.

Financial Impact: Increase of annual lease and rental revenue.

Requested Action:

COUNCIL: Motion to adopt Resolution 2026-TBD, approving the updated rates and authorizing staff to administer ongoing annual adjustments under the CPI-U formula and applicable lease provisions.

Attachment(s):

- Resolution 2026-TBD Adopting Updated Airport Lease and Rental Fees and Establishing Ongoing Lease and Rental Fee Adjustments

**CITY OF RICHLAND CENTER
RESOLUTION 2026-TBD**

Item 15.

**RESOLUTION ADOPTING UPDATED AIRPORT LEASE AND RENTAL FEES AND
ESTABLISHING ONGOING LEASE AND RENTAL FEE ADJUSTMENTS**

WHEREAS, the City of Richland Center owns and operates the Richland Center Municipal Airport, which includes both City-owned hangars and privately leased hangar lots; and

WHEREAS, staff recommend a 3.3% adjustment to the 2026 rates for 2027, based on the applicable CPI-U measure and within the adopted policy limits; and

WHEREAS, the Common Council desires to establish automatic annual adjustments under a defined CPI-U formula, subject to existing lease terms and notice requirements;

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

- 1) The following 2027 airport lease and rental rates are adopted effective January 1, 2027, subject to each lease's adjustment and notice provisions:
 - a) *Private Hangar Land Lease Rate: \$0.1291 per square foot per year*
 - b) *Heated Hangar Rental Rate: \$193.69 per month (\$2,324.28 annually)*
 - c) *Non-Heated Hangar Rental Rate: \$161.41 per month (\$1,936.92 annually)*
- 2) Beginning January 1, 2028, and annually thereafter, lease and rental rates shall automatically adjust by the Wisconsin Department of Revenue's certified CPI-U percentage change for the twelve months ending August 31 of the preceding year, subject to a minimum adjustment of 0% and a maximum of 5%, calculated as follows:

$$\text{New Rate} = \text{Prior Year's Rate} \times (1 + \text{Annual Adjustment})$$

"Annual Adjustment" refers to the certified CPI-U percentage expressed as a decimal, limited to 0.00 through 0.05. "Prior Year's Rate" means the rate established under this resolution for the preceding year. Monthly hangar rents shall be rounded to the nearest cent, with annual rent equal to twelve monthly payments. Ground lease rates shall be rounded to four decimal places per square foot per year, with annual payments rounded to the nearest cent.

- 3) City staff are authorized to calculate, provide notice of, and implement these adjustments without further Council action, subject to each lease's adjustment and notice provisions. These rates and the annual adjustment formula shall remain in effect until amended or repealed by the Common Council.

ADOPTED by the Common Council of the City of Richland Center on this 3rd day of November by the following vote: AYES: _____, NOS: _____

CITY OF RICHLAND CENTER
RICHLAND COUNTY, WISCONSIN

Karin Tepley, Mayor

Attest:

Amanda Keller, Clerk