



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
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www.waterloowi.us

CITY OF WATERLOO COUNCIL AGENDA
COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET
Thursday, September 3, 2020 – 7:00 p.m. (participate remotely or in-person)

Revised 9/1/2020 1:05 PM

Remote Meeting Information

Join Zoom Meeting: <https://us02web.zoom.us/j/89609240902?pwd=Z1dQTSSvUE1mZUxFeFQ2TTBWblk5dz09>
Meeting ID: 896 0924 0902
Passcode: 142444

Dial by your location

- +1 929 436 2866 US (New York)
- +1 301 715 8592 US (Germantown)

Meeting ID: 896 0924 0902
Passcode: 142444

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and news media, that a public meeting will be held to consider the following:

PUBLIC HEARING – 2020-36 A Resolution To Vacate A Portion Of West Taylor Street In The City Of Waterloo - Final

1. Public Hearing Call To Order
2. Public Hearing Comment
3. Adjourn Public Hearing

REGULARLY SCHEDULED MEETING

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
2. MEETING MINUTES APPROVAL: August 20, 2020 & PRIOR CLOSED SESSION MINUTES
3. CITIZEN INPUT / PUBLIC COMMENT
4. MEETING SUMMARIES (since last Council meeting)
 - a. 8-27 Cable TV Regulatory Board
 - b. 9-03 Public Safety & Health Committee
 - c. 9-03 Public Works & Property Committee
5. UNFINISHED BUSINESS
 - a. Resolution #2020-35 Authorizing The Sale Of 2.3 Acres Of 333 Portland Road To RTG Enterprises LLC (Ron and Tama Griffin)
6. NEW BUSINESS
 - a. Resolution # 2020-36 A Resolution To Vacate A Portion Of West Taylor Street In The City Of Waterloo - Final
 - b. Ordinance # 2020-08 Amending Municipal Code Chapter 385 Zoning Modify Rear Yard Set-Backs For Residential Districts
 - c. Resolution #2020-38 Authorizing A Cleaning Contract For Municipal Building; Maunsha Business Center and Waterloo Regional Trailhead
 - d. ~~Approval Of Operators Licenses (2)~~
7. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Public Works
 - i. Ordinance #2020-06 Amending Municipal Code Chapters 332 Trees and 317 Solid Waste As They Relate To The Disposal Of Wood And Trees
 - b. Community Development Authority
 - i. Resolution #2020-37 Authorizing Tax Incremental Finance Matters Including: Pay-off Of TID #2

Debt; Hiring A TID #3 Intern And Creating Municipal Priorities

c. Public Safety & Health Committee

- i. Authorizing The Hiring Of A Full-Time Police Officer To Fill A Vacancy
- ii. Authorizing The Hiring Of A Full-Time Police Office To Raise Patrol Staffing Level from Five Full-Time Filled Positions To Six Filled Positions
- iii. Authorizing The Hiring Of Police Department Administrative Assistant

8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

9. ADJOURNMENT

Mo Hansen

Mo Hansen
Clerk/Treasurer

Posted & Emailed: August 30, 2020

Revised: September 1, 2020

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noticed. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location

CITY OF WATERLOO COMMON COUNCIL
MEETING MINUTES: August 20, 2020

Digital audio files are archived with these written minutes additionally serving as the official record.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Mayor Quimby called the meeting available to participants remotely or in-person to order at 7:02 p.m. Alderpersons present: Schoenwetter, Kuhl, Griffin, Thomas, Stinnett and Petts. Absent: Rhynes. Others attending either remotely or in-person: Dawn Gunderson-Schiel of Ehlers; Mark Herbst; Amber Gerber; Library Director Kelli Mountford; Police Chief Denis Sorenson; WLOO videographers and Clerk/Treasurer Hansen. The pledge of allegiance was recited.
2. MEETING MINUTES APPROVAL: August 6, 2020 Open and Closed Sessions. MOTION: Moved by Kuhl, seconded by Schoenwetter to approve the August 6th open session meeting and to table the August 6th closed session meeting minutes. VOICE VOTE: Motion carried.
3. CITIZEN INPUT / PUBLIC COMMENT. None.
4. MEETING SUMMARIES. Noted.
 - a. 8-20 & 8/13 Finance Insurance & Personnel Committee
 - b. 8-18 Community Development Authority
 - c. 8-17 Fire Department
 - d. 8-12 Parks Commission
 - e. 8-11 Karl Junginger Memorial Library Board
 - f. 8-10 Emergency Medical Services
5. CONSENT AGENDA ITEMS. MOTION: Moved by Petts, seconded by Griffin approving the consent agenda items. VOICE VOTE. Motion carried.
 - a. July Reports Of City Officials And Contract Service Providers
 - i. Parks
 - ii. Fire & EMS (includes June & May reports)
 - iii. Building Inspection - Building, Plumbing & Electrical Permits
 - iv. Public Works
 - v. Police
 - vi. Library Board
 - vii. Water & Light Utility Commission
 - viii. Watertown Humane Society
6. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Public Safety & Health Committee
 - i. Ordinance #2020-07 Amending Municipal Code Section 278-2 Possession And Use Of Firearms and Other Dangerous Weapons. MOTION: Moved by Thomas, seconded by Schoenwetter to adopt the ordinance. VOICE VOTE: Motion carried.
 - b. Finance, Insurance & Personnel Committee
 - i. July Financial Statements
 1. General Disbursements, \$395,510.82. MOTION: Moved by Thomas, seconded by Kuhl to approve disbursements as presented. ROLL CALL VOTE: Schoenwetter, Kuhl, Griffin, Thomas, Stinnett and Petts. Noes: none with Rhynes absent. Motion carried.
 2. Payroll, \$102,995.30. MOTION: Moved by Thomas, seconded by Schoenwetter to approve payroll as presented. ROLL CALL VOTE: Schoenwetter, Kuhl, Griffin, Thomas, Stinnett and Petts. Noes: none with Rhynes absent. Motion carried.
 3. Treasurer's Report & Budget Reports. MOTION: Moved by Thomas, seconded by Griffin to accept the reports. VOICE VOTE: Motion carried.
 - c. Community Development Authority
 - i. Resolution #2020-35 Authorizing The Sale Of 2.3 Acres Of 333 Portland Road To RTG Enterprises LLC (Ron and Tama Griffin). DISCUSSION: Ron Griffin said he used the area and value of the recent Parker Dow transaction to calculate his purchase dollar figure of \$5,000. Alders reviewed the handouts asking Griffin about his previous offer of \$15,000. The Mayor said Griffin had not responded to the City's 8/17 counter-offer. No action taken.

7. NEW BUSINESS

- a. Resolution #2020-33 A Resolution Authorizing The Issuance And Sale Of \$4,365,000 Combined Utility Revenue Bonds, Series 2020D Of The City Of Waterloo, Jefferson County, Wisconsin, And Providing For The Payment Of The Bonds And Other Details With Respect To The Bonds. DISCUSSION: Gunderson-Schiel briefed the City Council on positive sales day figures. MOTION: Moved by Kuhl, seconded by Schoenwetter to approve the revised resolution presented on this night. ROLL CALL VOTE: Ayes: Schoenwetter, Kuhl, Griffin, Thomas, Stinnett and Petts. Noes: none with Rhynes absent. Motion carried.
 - b. Resolution #2020-34 Authorizing A Development Agreement Between City Of Waterloo And Petry Trust No. 1989 Relating To The Purchase of Treyburn Farms Subdivision Lots 53-56 & 59 And The DeYoung Farms Subdivision Lots 1-7, 11-18, 20-26, 28, 29, 31-41. MOTION: Moved by Kuhl, seconded by Schoenwetter to approve the resolution and term sheet as presented on this night. ROLL CALL VOTE: Ayes: Schoenwetter, Kuhl, Griffin, Thomas, Stinnett and Petts. Noes: none with Rhynes absent. Motion carried.
8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. None.
9. ADJOURNMENT. Moved by Griffin, seconded by Schoenwetter to adjourn. Motion carried. Approximate time: 8:20 p.m.



Attest:
Mo Hansen, Clerk/Treasurer



136 North Monroe Street
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RESOLUTION #2020-35

Authorizing The Sale Of 2.3 Acres Of 333 Portland Road To RTG Enterprises LLC (Ron and Tama Griffin)

Whereas, the Community Development Authority at a 2019 meeting recommended the sale of a portion of 333 Portland Road to RTG Enterprises LLC (Ron and Tama Griffin), and;

Whereas, the Mayor and City Council seek to facilitate the expansion of existing businesses, and;

Whereas, On August 2, 2020, Ron Griffin on behalf of RTG Enterprises submitted an offer to purchase 2.3 acres of 333 Portland Road adjacent to property owned by RTG Enterprises LLC, and;

Whereas, The Mayor has provided a counter offer dated August 17, 2020 to RTG Enterprises LLC.

Therefore, Be It Resolved, by the Common Council of the City of Waterloo, Wisconsin, that it hereby authorizes the sale 2.3 acres of land, the area of which is defined in the offer.

Therefore, Be It Further Resolved, that the purchase price is approved to be: _____.

Therefore, Be It Further Resolved, the purchase agreement is to have the following conditions and stipulations:

_____.

PASSED AND ADOPTED this _____, 2020.

City of Waterloo

Signed: _____

Jenifer Quimby
Mayor

Attest:

Mo Hansen
City Clerk/Treasurer

SPONSOR(S) – Ron Griffin

FISCAL EFFECT – Unknown due to unknown agreed upon purchase process and unknown agreed upon conditions and stipulations.

WB-44 COUNTER-OFFER

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

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

1 The Offer to Purchase dated 8/2/2020 and signed by Buyer RON GRIFFIN + TAMM GRIFFIN
2 for purchase of real estate at 333 PORTLAND ROAD, WATERLOO, WISCONSIN
3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 _____
8 OFFER LINE #8 AMENDED TO READ: "NINETEEN THOUSAND NINETY
9 TWO DOLLARS AND 00/100 "

10 _____
11 OFFER LINE #9 AMENDED TO READ: " \$19,092

12 _____
13 OFFER LINES 423-424 AMENDED TO STRIKE BUYER INSERTS
14 AND READ: "NOTING FOR ALL PARTIES THAT PROPERTY
15 IS SOLD AS-IS "

16 _____
17 OFFER LINE 459 IS AMENDED TO STRIKE THE WORD
18 "SELLER" INSERTING WORD "BUYER."

27 _____
28 The attached (NOT APPLICABLE) is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before AUGUST 28, 2020
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

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

36 This Counter-Offer was drafted by MO HANSEN, CLERK / TREAS. on 8/17/2020
37 _____ Licensee and Firm ▲ Date ▲

38 (x) [Signature] 8/17/2020 (x) _____
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
40 Print name ▶ Print name ▶

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

44 This Counter-Offer was presented by MO HANSEN on 8/17/2020
45 _____ Licensee and Firm ▲ Date ▲

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

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

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 2nd, 2020 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, RTG Enterprises, LLC or Assign

4 _____, offers to purchase the Property
5 known as [Street Address] approximately 2.3 acres of land shown in Addendum A located at 333 Portland Road
6 in the City Waterloo of Waterloo County of Jefferson, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Five thousand and 00/100
9 _____ Dollars (\$ 5,000.00).

10 ■ EARNEST MONEY of \$ 100.00 accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____
17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

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

24 ■ ZONING: Seller represents that the Property is zoned: _____

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before August 28th, 2020. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____

41 Buyer's recipient for delivery (optional): _____

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

43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____

50 Delivery address for Buyer: _____

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): cityhall@waterloowi.us

56 E-Mail address for Buyer (optional): tamagriffin@gmail.com with a copy to erik@eminentdomainservices.com

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the ~~Seller's disclosure report dated~~ SCS Engineering Report of 07/15/2019, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than September 30th, 2020

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

81 Current assessment times current mill rate (current means as of the date of closing)

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

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 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
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244 deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- 245
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**

327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____.

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

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

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and the warranty deed provided by Seller shall contain the following
424 covenant: "Seller covenants and agrees to indemnify, defend, and hold harmless Buyer its successors, heirs, and assigns
425 for and from all claims, causes of action, losses, injuries, liabilities, or damages, arising from or related to any contamination
426 existing on the property conveyed by this warranty deed prior to the date of recordation of this warranty deed."

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE
433 ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 Seller shall be responsible for writing the legal description of the property shown in Addendum A, and shall cause the corners
460 of the property shown in Addendum A to be marked with survey stakes.

461 _____
462 _____
463 _____
464 _____

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

468 If **Buyer defaults**, Seller may:

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

472 If **Seller defaults**, Buyer may:

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

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached Addendum A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

527 _____
528 Addendum A is a map showing the 2.3 acre property which is the subject of this offer to purchase.
529 _____

530 _____
531 _____

532 _____
533 _____

534 _____
535 This Offer was drafted by [Licensee and Firm] Attorney Erik S. Olsen, Eminent Domain Services, LLC

536 _____ on August 2nd, 2020

537 (x) RTG Ronald T Griffin RONALD T Griffin 8-3-20
538 Buyer's Signature ▲ Print Name Here ▶ RTG Enterprises, LLC by Ronald T. Griffin, Managing Member Date ▲

539 (x) Tama J. Griffin 8/3/20
540 Buyer's Signature ▲ Print Name Here ▶ RTG ENTERPRISE, LLC by TAMA J. GRIFFIN Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ Broker (by) _____

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

546 (x) _____
547 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

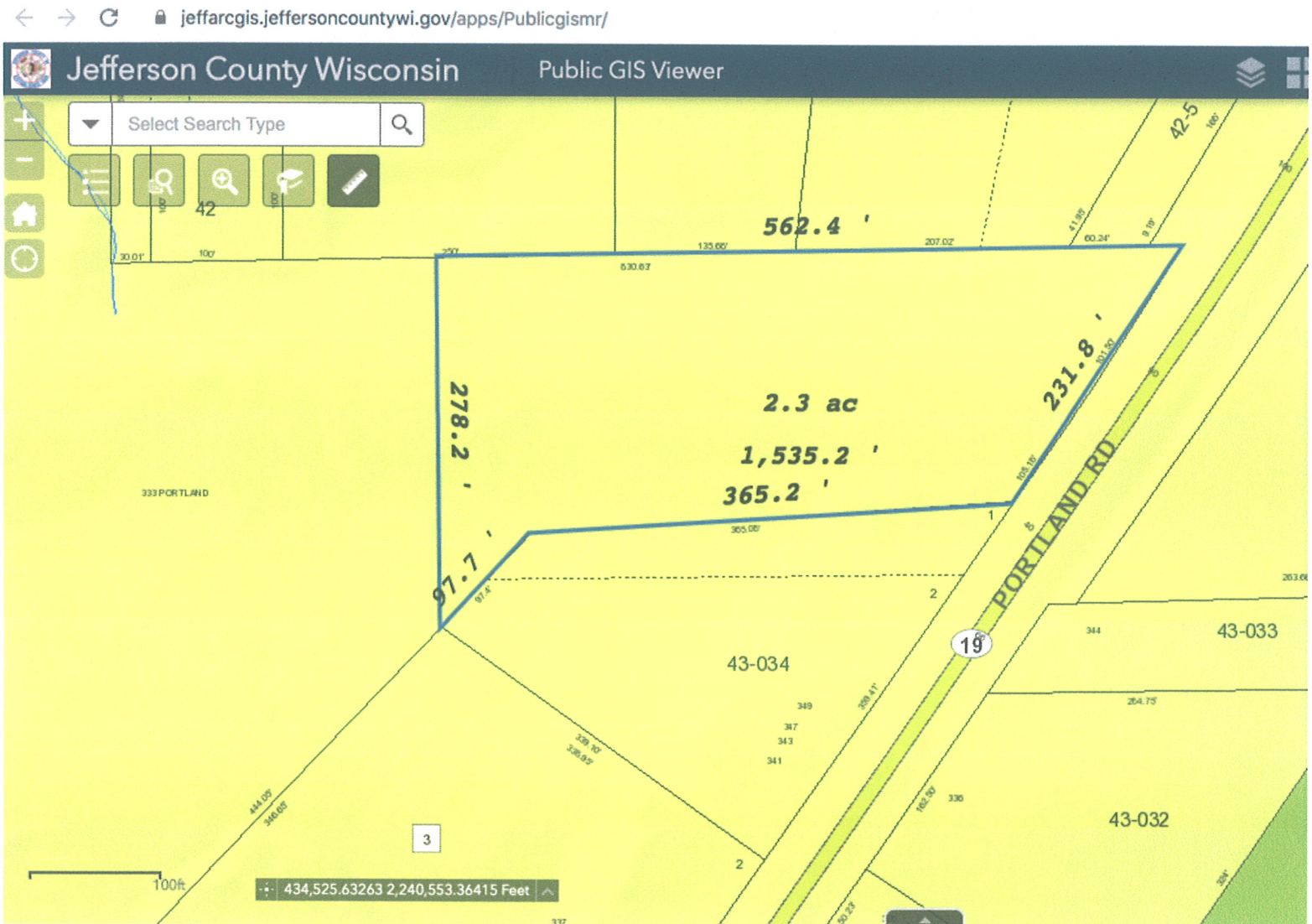
548 (x) _____
549 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum A

Page 1 of 2

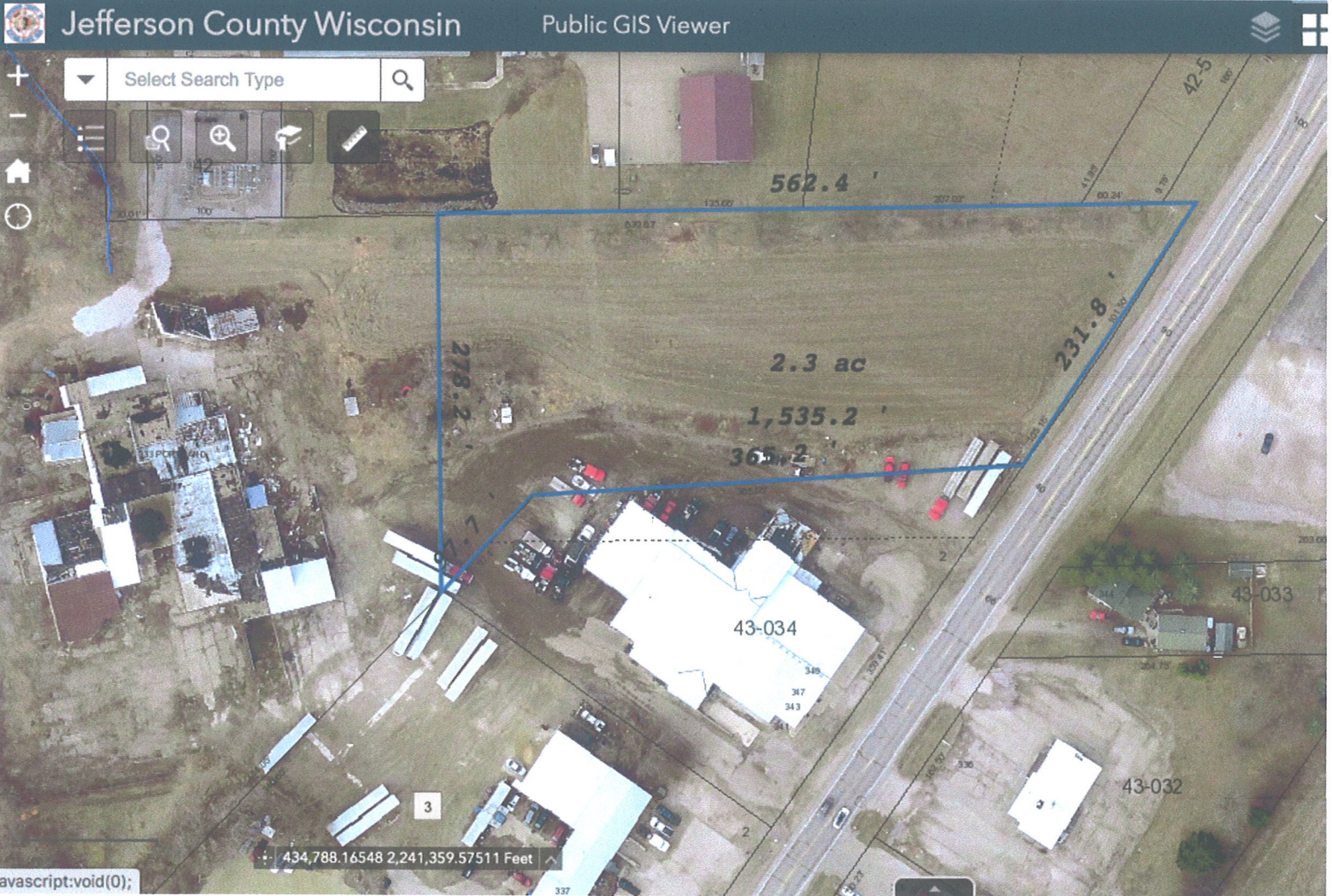


The approximately 562.4 easterly feet
of the approximately 17.33 acre site
known as 333 Portland Rd., Waterloo WI

Addendum A

Page 2 of 2

← → ↻ 🔒 jeffarcgis.jeffersoncountywi.gov/apps/Publicgismr/




RTG ENTERPRISE LLC
347 PORTLAND RD.
WATERLOO, WI 53594

79-709/759

2065

DATE 8/3/00

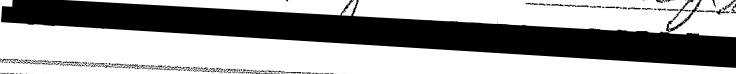
PAY TO THE ORDER OF City of Waterloo \$ 100⁰⁰/₁₀₀
One hundred and 00/100

DOLLARS  Security Features Included. Details on Back.

© DELIVER anytime comm/inst



MEMO Earnest Money

James J. Puffin 

SPECIALTY 11/07

EMAIL THREAD REPORTING OUT ON 7/18/2019 MEETING ON TOPIC OF SALE

From: Angie Stinnett <angie.stinnett@yahoo.com>

Sent: Friday, July 19, 2019 8:08 AM

To: Jeni Quimby <mayor@waterloowi.us>; Alder Person <alder2@waterloowi.us>; h20loalder@gmail.com; jasonwtlw1@gmail.com; Jeanette Petts <Jeanette.petts@yahoo.com>; Ron Griffin <griffinrepair@gmail.com>; thomastr2000@yahoo.com; Andrew Lewandowski <ajlewandowski@uwalumni.com>; HenningB@waterloo.k12.wi.us; Jay Killary <phil.1.6@hotmail.com>; Mo Hansen <mhansen@waterloowi.us>

Cc: 'Leisses, Mitchell' <mleisses@geo-logic.com>

Subject: Re: 333 Portland Road - 7/18/2019 meeting summary

Mo,

Could you add the part about that if the land above the part Ron & Tama are making an offer for isn't used/needed for the access to the land further into the site then Ron & Tama have first option to buy it at the same price they pay for this section?

Just so that isn't forgotten.

Thank you,

Angie

On Friday, July 19, 2019, 07:58:00 AM CDT, mhansen@waterloowi.us <mhansen@waterloowi.us> wrote:

City Council and CDA Members:

This email is to provide a summary of the informal 7/18/2019 5:00 pm meeting called by Mayor Quimby. The email thread below provides background.

Beginning in 2017, Ron and Tama Griffin have expressed interest in acquiring a portion of 333 Portland Rd to expand the Griffin Truck Repair business at 347 Portland Road. The expansion is described as an extension of the existing truck repair bays located on the northwest corner of the 15,600 sq. ft. structure. The truck repair bay add-on would extend the building foot print to the north.

1. Attendees: Mayor Quimby; Ron & Tama Griffin; Alders Stinnett & Kuhl; and Clerk/Treasurer2. Purpose: Arrive at a general understanding on land transaction details so those details could be formalized and brought before the CDA and City Council for consideration in a timely manner.

3. Defining the land area being sold.

a. Attendees reviewed various maps produced by Ron Griffin. They compared maps including a SAC Wireless map submitted as part of the cell tower approval process, showing the cell tower leased land. Hansen said preserving a future opportunity for a driveway running south on municipally owned land from the intersection of Commercial & Industrial to the parcel, could be important. Quimby said other site access routes could add expense to the goal of future reuse of 333 Portland Road.

b. Mayor Quimby proposed a modified area shown attached here as "NewLandArea.pdf."

c. The primary change shown on NewLandArea.pdf is the northern line shifts south. Attached for reference are: PriorMeetingGriffinMap.pdf and NewLandArea.pdf.

d. Referencing the aerial maps and existing vehicle travel patterns, Ron indicated the Quimby modified proposal has sufficient vehicle turning angles.

4. Transaction price per acre.

a. Hansen suggested \$8,301 per acre, calculated using the Griffin's April 15, 2019 offer to purchase [\$15,000 for 1.807 acres] presented to the CDA. \$8,301 per acre would be less than the \$13,064 per acre figure which the CDA gave its blessing to, in 2018. Noting that she was just speaking for herself, Stinnett spoke favorably about the \$8,301 per acre price reminding attendees, the CDA had expressed interested in finding a way forward on a transaction.

5. Buyer performance requirements.

a. Ron shared building comments from Lakeside Construction's Al Otte about the need for fire walls and bringing the building up to code. Hansen said the existing structure is 15,000 square feet. Kuhl gave a building expansion example from his McKay Nursery experience, saying expansion may require fire walls or similar to comply with minimum building codes. Ron said he was not interested in the a sprinkler system. He indicated the expansion plan may require fire doors.

Mayor Quimby asked me to have Mitch Leisses generate a preliminary survey map for the purpose of providing it to Ron & Tama for their review. If suitable, the Griffins could forward a revised offer to purchase using the map as the reference document defining the land to be sold. I have a call schedule with Mitch prior to noon today.

Thank you attendees, for a productive meeting.

Mo Hansen | Clerk/Treasurer | [City of Waterloo](http://www.cityofwaterloo.ca) | 920.478.3025

From: Jeni [<mailto:mayor@waterloowi.us>]

Sent: Thursday, July 18, 2019 12:01 PM

To: Angie Stinnett <angie.stinnett@yahoo.com>

Cc: andrew Lewandowski <ajlewandowski@uwalumni.com>; Jeanie Petts <jeanette.petts@yahoo.com>; Mo Hansen <mhansen@waterloowi.us>; Ron Griffin <griffinrepair@gmail.com>; Tama Griffin <tamagriffin@gmail.com>; Jason Schoenwetter <jasonwtlw1@gmail.com>; Charles Kuhl <h20looalder@gmail.com>

Subject: Re: Checklist for Thursday's 5 pm meeting with Mayor

You are all welcome to attend! And since this has to go before the full council anyway, I think the sooner you are all involved, the better success we will have with this project, thanks!

Jeni, Mayor Waterloo

On Jul 18, 2019 11:41 AM, Angie Stinnett <angie.stinnett@yahoo.com> wrote:

Would anyone have an objection to me attending this meeting as well?

thank you,

Angie

On Wednesday, July 17, 2019, 03:01:21 PM CDT, Tama Griffin <tamagriffin@gmail.com> wrote:

Adding CDA members for FYI

----- Forwarded message -----

From: <mhansen@waterloowi.us>

Date: Wed, Jul 17, 2019 at 9:23 AM

Subject: Checklist for Thursday's 5 pm meeting with Mayor

To: Ron Griffin <griffinrepair@gmail.com>, <tamagriffin@gmail.com>

Cc: City of Waterloo, Mayor <mayor@waterloowi.us>

Ron & Tama,

In order to have a productive Thursday meeting, I'm providing this checklist. We can modify it as need, but hopefully it will help us work through the key items to arrive at an understanding that can be taken to the CDA & City Council.

Defining the land area being sold.

- o You defined an area as described in the offer to purchase attached A (1.807 acres, 78,750 sq. ft.).
- o With the cell tower project and access needs for the remaining buildable acres, a modification is required.

Transaction price per acre.

- o Your offer to purchase likely equates to \$15,000 for 1.807 acres or \$8,301 per acre.
- o A number of months ago in closed session the CDA reviewed the appraisal work done when the property was acquired from the Gauthier estate and a based on that information arrived at a per acre price of \$13,064.

Buyer performance requirements

- o Why?
 - The City sold land to Scott Schoenherr years ago and he has never developed it.
 - The municipal goals includes fostering tax base growth and private investment.
- o Should the building be up to code?
 - Ron, you privately indicated that a contractor estimated a sizable sum, just to bring the building up to code.
 - Before the City partners on a project, should the minimum building code standards be required?
 - Would a suitable taxpayer protection claw-back provision be similar to the property sold for residential development on Maple Lane?
 - Issuance of occupancy permit by a specific date in the future or the land sold reverts back to the City.

Working through transaction details allows an understanding to move forward for public consideration. Thank you.

Mo Hansen | Clerk/Treasurer | [City of Waterloo](#) | 920.478.3025

7/18/2019

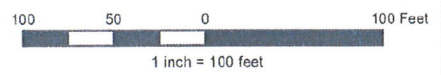
Jefferson County Land Information

New Land Area



- - - - Municipal Boundaries
- Road Right of Ways
- Streams and Ditches
- Parcel Lines**
- Property Boundary
- Section Lines
- Surface Water
- - - Old Lot/Meander Lines
- Map Hooks
- Rail Right of Ways
- Tax Parcels

Purple dashed area - 7/18 proposed by Mayor



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

Printed on: July 18, 2019
Author: Public User

Resolution Presented For Final Consideration
After Passage Of At Least 40 Days Since
Introduction And The Holding Of A Class 3 Public
Hearing (3 published notices)

CITY OF WATERLOO

Resolution No. #2020-36

**A RESOLUTION TO VACATE A PORTION OF WEST TAYLOR STREET IN THE
CITY OF WATERLOO**

WHEREAS, the Common Council of the City of Waterloo has the power to discontinue the whole or any part of any street within the corporate limits of the City pursuant to Wis. Stat. § 66.1003 when the public interest requires it; and

WHEREAS, the Common Council of the City of Waterloo has the power to amend the official map of the City of Waterloo pursuant to Wis. Stat. § 62.23(6)(c); and

WHEREAS, the below described portion of the public way is no longer necessary for use as a public right of way; and

WHEREAS, vacation of the portion of the below described public way will not result in a landlocked parcel or property; and

WHEREAS, the owner of the property adjacent to and abutting the below described public way has requested that the City vacate said portion of the right of way; and

WHEREAS, the Common Council of the City of Waterloo has considered whether such vacation would be in the public interest, and hereby determines that it is in the public interest to vacate, abandon and discontinue said portion of the below described public way because it is no longer necessary for use as a public right of way, is of no public utility and should therefore be added to the tax rolls:

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Waterloo, pursuant to sec. 66.1003(4), Wis. Stats., that the portion of the public way described in the attached Exhibits 1 and 2 is hereby vacated and discontinued because the public interest requires it.

The above described public way had been acquired and held by the City for public purposes and, therefore, in accordance with Wis. Stat. §66.1005, all easements and rights incidental to the easements that belong to any county, school district, town, village, city, utility, or person that relate to any underground or overground structures, improvements, or services and all rights of entrance, maintenance, construction, and repair of the structures, improvements, or services shall continue. The City of Waterloo does not consent to the discontinuance of any such easement and rights.

BE IT FURTHER RESOLVED, that the Official Map of the City of Waterloo is hereby amended in accordance with the provisions contained herein pursuant to Wis. Stat. § 62.23(6)(c).

BE IT FURTHER RESOLVED, that the City Clerk shall file a certified copy of this Resolution with the Register of Deeds for Jefferson County.

Date Introduced: November 21, 2019.

Date Adopted: _____.

BY ORDER OF THE COMMON COUNCIL

Jenifer Quimby
Mayor

ATTEST: _____
Mo Hansen
City Clerk/Treasurer

Requested By: Mo Hansen, City Clerk/Treasurer – 10/30/19
Drafted By: William S. Cole, City Attorney – 11/13/19
Approved As To Form By: William S. Cole, City Attorney – 11/13/19

EXHIBIT 1
LEGAL DESCRIPTION OF THE AREA TO BE VACATED

Drafted by Kunkel Engineering Group
--

The following is a legal description to vacate a portion of the existing right of way for West Taylor Street. This vacation is to alleviate an encroachment issue of the existing Community Hall.

A parcel of land being part of the NE 1/4 of the NE 1/4 of Section 7, T. 8 N., R. 13 E., City of Waterloo, Jefferson County, Wisconsin, and being more particularly described as follows:

Starting at the NE Quarter of Section 7, thence S 00°38'43" W, 247.15 to a point along the East Line of the NE 1/4 of the NE 1/4 of said Section 7, thence S 87°08'36" W, 32.16' to a point where the existing West right of way line for South Monroe Street and the Existing North right of way line of West Taylor Street meet, Said point is the point of beginning for this description;

Thence S 00°25'01" W, 10.12' to a point on a line that is a continuation of the West right of way line for South Monroe Street;

Thence S 72°55'01" W, 12.27' to a point;

Thence S 87°16'52" W, 152.87' to a point;

Thence N 00°07'47" E, 12.77' to a point on the existing North right of way line of West Taylor Street;

Thence N 87°08'36" E, 164.66' along the existing North right of way line for West Taylor Street to the Point of Beginning of this description;

Said described lands contains 2,114 Square Feet or 0.048 Acres more or less.

EXHIBIT 2
MAP OF THE AREA TO BE VACATED

Attached to this page

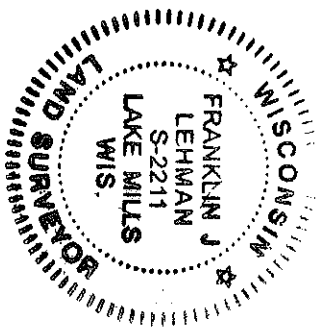
CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOTS 3 AND 4, BLOCK 1 OF THE ORIGINAL PLAT OF THE VILLAGE, NOW CITY OF WATERLOO, AND PART OF WEST TAYLOR STREET LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 8 NORTH, RANGE 13 EAST, IN THE CITY OF WATERLOO, JEFFERSON COUNTY, WISCONSIN.

PREPARED BY:
FRANKLIN J. LEHMAN
PO BOX 202
N6795 COUNTY RD. A
LAKE MILLS, WI 53551
(262) 767-8786
(262) 902-5116
JOB NO. 180704CSM

PREPARED FOR OWNER:
COMMUNITY HALL 1926, LLC
7600 SUFFOLK DOWN
SUN PRAIRIE, WI 53590
PARCEL ADDRESS:
123 S MONROE ST
WATERLOO, WI 53594

NE COR NE 1/4
SECTION 7-8-13
N=433095.225
E=2237757.531

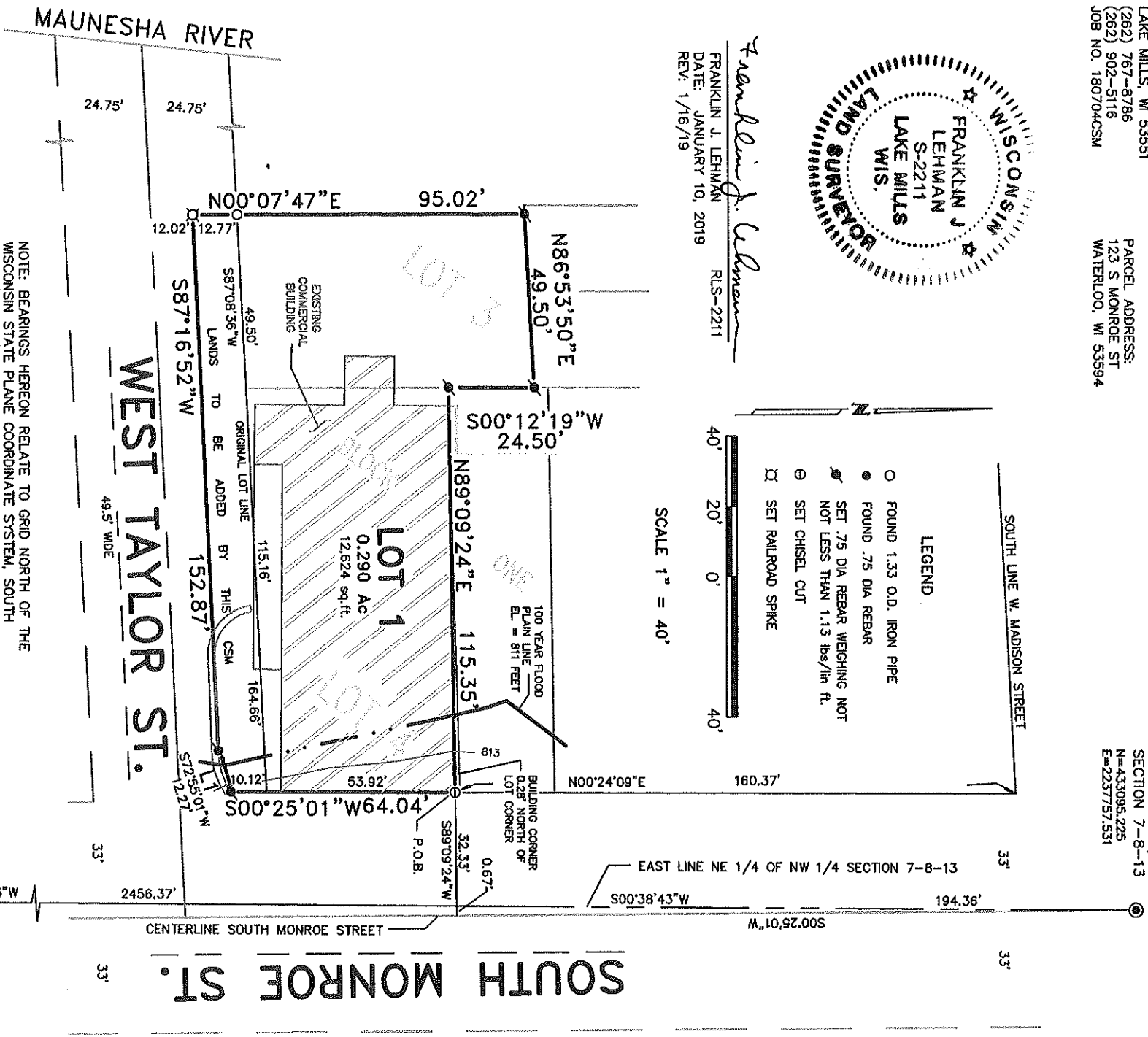


Franklin J. Lehman
FRANKLIN J. LEHMAN
DATE: JANUARY 10, 2019
REV: 1/16/19
RLS-2211

LEGEND

- FOUND 1.33 O.D. IRON PIPE
- FOUND .75 DIA REBAR
- ⦿ SET .75 DIA REBAR WEIGHING NOT LESS THAN 1.13 lbs/lin ft.
- ⊖ SET CHISEL CUT
- ⊠ SET RAILROAD SPIKE

SCALE 1" = 40'



NOTE: BEARINGS HERON RELATE TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83). COORDINATES PROVIDED BY JEFFERSON COUNTY, NORTH REFERENCED TO IDENTIFIABLE DIRECTION OF 1/4 SECTION [236.20 (2)(1)]

NOTE: 100 YEAR FLOOD LINE SCALED FROM FEMA MAP PANEL NO. 55055C0036F eff.date: 2/4/15

NOTE: 813 CONTOUR LINE SCALED FROM JEFFERSON COUNTY MAPS

SE COR NE 1/4
SECTION 7-8-13
N=430444.664
E=2237727.677

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOTS 3 AND 4, BLOCK 1 OF THE ORIGINAL PLAT OF THE VILLAGE, NOW CITY OF WATERLOO, AND PART OF WEST TAYLOR STREET LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 8 NORTH, RANGE 13 EAST, IN THE CITY OF WATERLOO, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, FRANKLIN J. LEHMAN, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED PARTS OF LOTS 3 AND 4 BLOCK 1 OF THE ORIGINAL PLAT OF THE VILLAGE, NOW CITY OF WATERLOO, AND PART OF WEST TAYLOR STREET BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 8, RANGE 13 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 00°38'43" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 194.36 FEET; THENCE SOUTH 89°09'24" WEST, 32.33 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH MONROE STREET AND THE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED THENCE SOUTH 00°25'01" WEST, 64.04'; THENCE SOUTH 72°55'01" WEST, 12.27 FEET; THENCE THENCE SOUTH 87°16'52" WEST, 152.87 FEET, THENCE NORTH 00°07'47" EAST, 95.02 FEET; THENCE NORTH 86°53'50" EAST, 49.50 FEET; THENCE SOUTH 00°12'19" WEST, 24.50 FEET; THENCE NORTH 89°09'24" EAST, 115.35 FEET TO THE PLACE OF BEGINNING.

CONTAINING 0.290 ACRES (12,624 square feet) OF LAND MORE OR LESS.
THAT I HAVE MADE SUCH SURVEY, LAND DIVISION, AND MAP BY THE DIRECTION OF COMMUNITY HALL 1926, LLC., OWNERS OF SAID LAND.

THAT THE MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF S.236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF WATERLOO IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

Franklin J. Lehman
FRANKLIN J. LEHMAN PLS-2211
DATED THIS 10TH DAY OF JANUARY, 2019.
REV: 1/16/19



CITY OF WATERLOO PLANNING COMMISSION

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WATERLOO THIS DAY OF AUGUST 28, 2018.

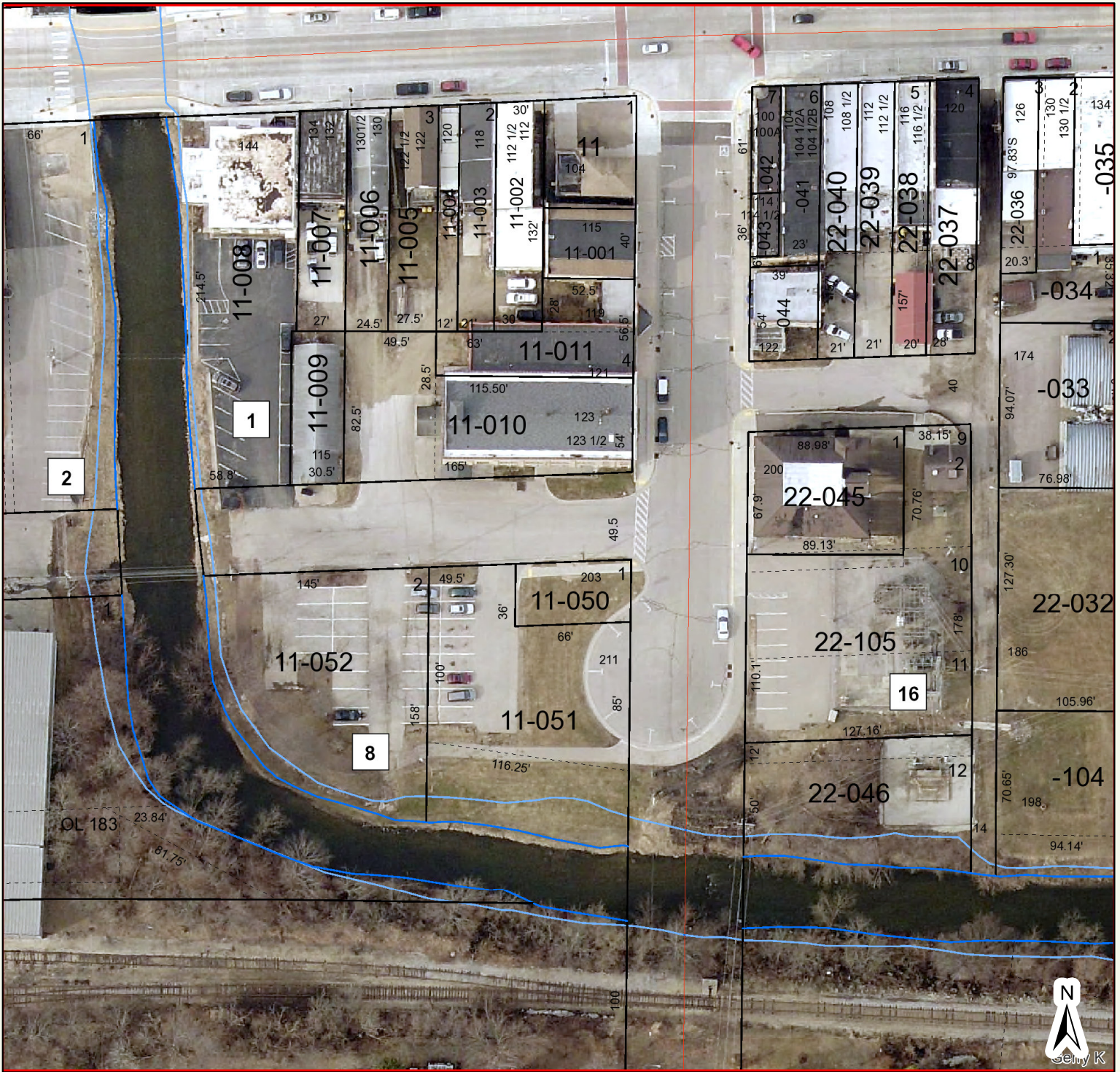
Mark Hansen *Clareck Treas.*
MORTON HANSEN CLERK/TREASURER

WATERLOO CITY COUNCIL

APPROVED BY CITY COUNCIL OF THE CITY OF WATERLOO THIS DAY OF SEPTEMBER 6, 2018.

Mark Hansen *Clareck Treas.*
MORTON HANSEN CLERK/TREASURER

123 S Monroe Street aerial



Parcels

□ Parcels

■ Municipal Boundaries

Parcel Lines

— Property Boundary

--- Old Lot/Meander Lines

— Rail Right of Ways

— Road Right of Ways

— Section Lines

— Surface Water

— Map Hooks

— Tax Parcels

— Streams and Ditches



136 North Monroe Street, Waterloo, Wisconsin 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021

ORDINANCE 2019-08

AMENDING MUNICIPAL CODE CHAPTER 385 ZONING MODIFYING REAR YARD SET-BACKS FOR
RESIDENTIAL DISTRICTS

[Presented in **Red-Line Format** For Council Consideration]

The City Council of the City of Waterloo, Jefferson County, Wisconsin do ordain as follows:

SECTION I: Section 385-8 R-2 Single-Family Residential District is hereby amended as follows:

§ 385-8 R-1 Single-Family Residential District.

The R-1 District is intended to provide a quiet, pleasant and relatively spacious living area for single-family dwellings, protected from traffic hazards and intrusion of incompatible land uses.

C. Lot, yard and building requirements. See also § **385-3** of this chapter.

(3) Principal building.

- (a) Front yard: minimum 30 feet.
- (b) Side yards: minimum total, 20 feet; minimum side, eight feet.
- (c) Rear yard: minimum ~~30 feet~~ 25 feet.
- (d) Building height: maximum 35 feet.

(4) Accessory buildings.

- (a) Front yard: minimum 30 feet.
- (b) Side yards: minimum five feet.
- (c) Rear yard: minimum five feet.
- (d) Building height: maximum 15 feet. Accessory buildings shall not exceed 15 feet in height as measured to the roof peak except in those cases where the existing home and at least two of the abutting property homes are two stories in height or more. In those cases the accessory building can be up to 25 feet in height. The maximum area in those cases shall be the "footprint" of the building, not the total floor area.
- (e) Garage: maximum 864 square feet.
- (f) Garden shed: maximum 144 square feet. [Amended 11-5-2009 by Ord. No. 2009-17]

SECTION II: Section 385-10 R-2 Single-Family Residential District is hereby amended as follows:

§ 385-10 R-2 Single-Family Residential District.

The R-2 District is intended to provide a quiet, pleasant and relatively spacious living area for single-family, two-family and multifamily dwellings protected from traffic hazards and intrusion. Further, it is intended that two-family and multifamily dwellings be dispersed throughout the district on a conditional use basis.

C. Lot, yard and building requirements. See also § **385-3** of this chapter.

- (1) Single-family dwellings. Same as for R-1 District.
- (2) Two-family dwellings.
 - (a) Lot frontage: minimum 100 feet.
 - (b) Lot area: minimum 12,000 square feet.
 - (c) Principal building:
 - [1] Front yard: minimum 30 feet.
 - [2] Side yards: minimum 15 feet.
 - [3] Rear yard: minimum ~~40 feet~~ 25 feet.
 - [4] Building height: maximum 35 feet.
 - (d) Accessory building:
 - [1] Front yard: minimum 30 feet.
 - [2] Side yards: minimum five feet.
 - [3] Rear yard: minimum five feet.
 - [4] Building height: maximum 15 feet. Accessory buildings shall not exceed 15 feet in height as measured to the roof peak except in those cases where the existing home and at least two of the abutting property homes are two stories in height or more. In those cases the accessory building can be up to 25 feet in height. The maximum area in those cases shall be the "footprint" of the building, not the total floor area.
 - [5] Floor area per dwelling unit: minimum 900 square feet.
 - [6] Off-street parking: minimum two spaces per unit. (See also § **385-23** of this chapter.)
- (3) Multifamily dwellings.
 - (a) Lot frontage: minimum 100 feet.
 - (b) Lot area: minimum 12,000 square feet.
 - (c) Principal building:
 - [1] Front yard: minimum 30 feet.
 - [2] Side yards: minimum 15 feet.
 - [3] Rear yard: minimum ~~40 feet~~ 25 feet.
 - [4] Building height: maximum 35 feet.
 - (d) Accessory building:
 - [1] Front yard: minimum 25 feet.
 - [2] Side yards: minimum five feet.
 - [3] Rear yard: minimum five feet.
 - [4] Building height: maximum 15 feet. Accessory buildings shall not exceed 15 feet in height as measured to the roof peak except in those cases where the existing home and at least two of the abutting property homes are two stories in height or more. In those cases the accessory building can be up to 25 feet in height. The maximum area in those cases shall be the "footprint" of the building, not the total floor area.
 - (e) Number of stories: maximum two.
 - (f) Lot area per dwelling unit: minimum 3,600 square feet.

- (g) Floor area per dwelling unit:
 - [1] One-bedroom unit: minimum 600 square feet.
 - [2] Two-bedroom unit: minimum 800 square feet.
 - [3] Three-bedroom unit: minimum 1,000 square feet.
 - (h) Off-street parking: 1 1/2 spaces per unit. See also § **385-23** of this chapter.
- (4) Zero lot line or common wall single-family units. **[Added by Ord. No. 2-01]**
- (a) Lot frontage: minimum 50 feet each unit.
 - (b) Lot area: minimum 6,000 square feet each unit.
 - (c) Principal building:
 - [1] Front yard: minimum 30 feet.
 - [2] Side yards: zero feet on one side and a minimum of 15 feet on the other side.
 - [3] Rear yard: minimum ~~40 feet~~ 25 feet.
 - [4] Building height: maximum 35 feet.
 - (d) Accessory building:
 - [1] Front yard: minimum 30 feet.
 - [2] Side yards: minimum five feet.
 - [3] Rear yard: minimum five feet.
 - [4] Building height: maximum 15 feet. Accessory buildings shall not exceed 15 feet in height as measured to the peak except in those cases where the existing home and at least two of the abutting property homes are two stories in height or more. In those cases the accessory building can be up to 25 feet in height. The maximum area in those cases shall be the "footprint" of the building, not the total floor area.
 - [5] Floor area per dwelling unit: minimum 1,000 square feet.
 - [6] Off-street parking: minimum two spaces per unit. (See also § **385-23** of this chapter.)

D. Zero lot line duplexes/common wall construction dwellings. **[Added by Ord. No. 2-01]**

- (1) The plans, specifications and construction of zero lot line duplexes shall require that the installation and the construction of sewer, water and other utility services be done in such a manner as to provide separate systems to each dwelling unit.
- (2) A minimum one-hour fire-rated wall shall separate living areas from the lowest floor level, including the basement, to the underside of the roof sheathing. Such basement wall, if any, shall be masonry.
- (3) When attached dwelling units are created, matters of mutual concern to the adjacent property owners due to construction, catastrophe and maintenance shall be guarded against by private covenant, deed restrictions and the approving authority.
- (4) Deed restrictions. Deed restrictions shall provide:
 - (a) Each side of the building shall be constructed at the same time and in such a way as to be harmonious with the other side so that the overall effect is aesthetically pleasing.
 - (b) Each side of the dwelling shall be provided with a minimum of two trees and foundation planting covering 1/2 of the street side of the unit. Lots shall be

maintained equally with respect to lawn care and pruning of shrubs and trees.

(c) The dwelling shall be painted, stained or sided one color scheme and any subsequent repainting, staining or siding shall be one color scheme, or according to the plan established by these covenants. The covenants shall describe exterior property maintenance and what is or is not permitted.

(d) These covenants shall further discuss the housing of dogs, cats or other domesticated household pets.

(e) Violation of these covenants shall be handled by the signing parties.

(f) Copies of the deed restrictions and private covenants shall be placed on file in the Clerk-Treasurer's office and recorded by the office of the Register of Deeds for Jefferson County.

(g) Changes to covenants or deed restrictions shall require an amendment to the special use approval or conditional use permit required by this chapter.

(h) Each dwelling shall maintain a common wall which shall be a minimum one-hour fire wall running from the lowest floor level, including the basement, to the underside of the roof sheathing.

(i) No fences shall be permitted along the zero lot line in the front or rear yards.

SECTION III: This ordinance shall take effect and be in force from and after its passage and posting as provided by law.

**BY ORDER OF THE CITY COUNCIL OF THE CITY OF
WATERLOO**

Mayor

Attest:

Date Adopted: _____

Date Published: _____



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

RESOLUTION #2020-38
Authorizing A Cleaning Contract For the
Municipal Building, Maunesh Business Center and Waterloo Regional Trailhead

WHEREAS the Mayor, Parks Coordinator, Police Chief and Clerk/Treasurer have solicited public bids for services, and;

WHEREAS an Request for Proposal for Facility Cleaning Services was sent out with a deadline submittal date of August 6, 2020; and,

WHEREAS three (3) bids were received prior to the deadline of August 6, 2020, and;

WHEREAS the Mayor and municipal staff have reviewed all three submittals and recommend awarding the contract to LaRon Davis.

- Aggregate monthly submittal figures:
 - LaRon Davis - \$920/month
 - Clean Power LLC - \$1,859.07/month
 - Perry & Family Cleaning LLC - \$2,740/month

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Waterloo hereby agrees with the recommendation and authorizes a cleaning contract with LaRon Davis based upon the bid submittal and the insertion of a thirty day notice clause for termination. It further directs the Mayor execute a contract for the cleaning services in collaboration with the City Attorney and Clerk/Treasurer

PASSED AND ADOPTED this _____ day of _____ 2020.

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest:

Mo Hansen
Clerk/Treasurer

SPONSOR(S) – Mayor, Parks Coordinator; Police Chief and Clerk/Treasurer
FISCAL NOTE – Bid amount comes in under budget for the approved 2020 budget.

Council Packet Meeting Material Update

9/1/2020 2:50 PM

Documents for items 7a & 7b are not finalized and are not presented at this time.

-Mo Hansen
Clerk/Treasurer