



136 North Monroe Street
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A MEETING OF THE WATERLOO COMMUNITY DEVELOPMENT AUTHORITY - AGENDA

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

Date: November 16, 2021
Time: 6:00 p.m.
Location: Municipal Building, 136 North Monroe Street (via remote phone conference for participants and public)

REVISED 11/15/2021 10:44 AM

Remote Access Instructions

Join Zoom Meeting: <https://us02web.zoom.us/j/85413363244?pwd=QUxzUIYrZHBaTEJXOFB1TDFtUnJpUT09>

Dial-In By Phone: +1 312 626 6799 US (Chicago)
Meeting ID: 854 1336 3244 Passcode: 674193

1. PLEDGE OF ALLEGIANCE, ROLL CALL TO ORDER
2. MEETING MINUTES APPROVAL: October 19, 2021
3. UPDATES & REPORTS
 - a. Clerk/Treasurer Report
 - b. Financial Reports Tax Incremental Finance Districts 2, 3 & 4 and Fund 600
 - c. Business Association Liaison Report, (contact undetermined)
 - d. School District Liaison (contact undetermined)
4. UNFINISHED BUSINESS
 - a. Implementing A Blight Policy, Hiring Code Compliance Services, Follow-up
 - b. Review Of Tax Incremental Finance – Overview & Progress Report
 - c. Regulation And Permit For Razing Buildings (Park Falls Ordinance Example)
5. NEW BUSINESS
 - a. 2021 Budget Amendment #2 Authorizing An Expenditure Not To Exceed \$25,000 From 600-34310 (Professional Services Carryover) For The Calendar Year
 - b. Economic Development Services Revisit After Departure Of Baker Tilly's Dan Kennelly And Work Plan Review [Note: The body may convene to closed session as it relates to deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session 19.85(1)(e) Wis. Statutes]
 - c. **333 Portland Road, Ron Griffin Offer To Purchase A Portion Of Partial**
6. CITIZEN INPUT, FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - a. Annual Calendar

7. ADJOURNMENT

Mo Hansen, Clerk/Treasurer

Community Development Authority: Soter, Petts, Kuhl, Weiher, Woods, O'Connell, Sharpe and School District Superintendent Brian Henning as non-voting School District liaison
Posted, Mailed and E-mailed: 11/11/2021 **REVISED 11/15/2021 10:44 AM**

Please note: it is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend 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.

WATERLOO COMMUNITY DEVELOPMENT AUTHORITY -- MEETING MINUTES: October 19, 2021

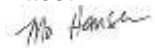
Digital audio files are archived with these written minutes additionally serving as the official record.

1. PLEDGE OF ALLEGIANCE, ROLL CALL AND CALL TO ORDER. CDA Chair Weihert called the meeting to order at 6:00 p.m. Members present: Kuhl, Soter, O'Connell, Sharpe, Weihert and Petts. Absent: Woods, and the non-voting member from School District. Others present: Dan Kennelly with Baker Tilly; Alder Thomas; Mayor Quimby; Chief Sorenson; Clerk/Treasurer Hansen.
2. MEETING MINUTES APPROVAL: September 21, 2021. MOTION: [Petts/Weihert] to approve the minutes as presented. VOICE VOTE: Motion carried.
3. UPDATES & REPORTS
 - a. Clerk/Treasurer Report. Noted.
 - b. Financial Reports Tax Incremental Finance Districts 2, 3 & 4 and Fund 600. Noted.
 - c. Business Association Liaison Report, Ben Reigel – Hansen indicated Reigel had relinquished his role for the Association. Michelle Soter provided a brief update saying the Association's meeting nights do not match her schedule.
 - d. School District Liaison. No report.

At this time a motion was made to modify the agenda. MOTION: [Kuhl/Weihert] to take up item 5a at this time. VOICE VOTE: Motion carried. [NOTE: Rather than re-ordering the minutes here reflect the original agenda sequence.]

4. UNFINISHED BUSINESS
 - a. Implementing A Blight Policy, Hiring Code Compliance Services, Follow-up. DISCUSSION: Hansen said SAFEbuilt was attempting to write the services into its next contract with the City. No action taken.
 - b. Review Of Tax Incremental Finance – Overview & Progress Report. Hansen asked for more time to prepare a report. No action taken.
 - c. Implementing Impact Fees (referred from Finance, Insurance & Personnel Committee). Discussion: Hansen noted the five year arrangement with Newark Homes calling for no impact fees. Kuhl said development momentum should not be stifled. The Mayor referenced School District Fund 80 discussions. Thomas said a southside park was needed. No action taken.
 - d. Regulation And Permit For Razing Buildings. DISCUSSION: A general discussion took place with Kuhl seeking Park Falls ordinance provisions added to the Waterloo code. Hansen was tasked with presenting a draft ordinance at a future meeting. No action taken.
5. NEW BUSINESS
 - a. Baker Tilly Economic Development Services Presentation, Dan Kennelly. DISCUSSION: Kennelly gave a presentation with development related data, and covered strengths, weaknesses, opportunities and threats for the next agenda item. He described Waterloo as a full service community. Petts suggested talking to real estate agents. Soter described Waterloo's real estate advantages. No action taken.
 - b. SWOT Analysis (**S**trengths, **W**eaknesses, **O**pportunities, **T**hreats). See above.
6. CITIZEN INPUT, FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. O'Connell & Petts called for a development survey tool to gain insight from new and existing residents. A digital welcome to the community tool was requested.
 - a. Annual Calendar
7. ADJOURNMENT. MOTION: [Petts/O'Connell] To adjourned. VOICE VOTE: Motion carried. Time: 7:08 p.m.

Attest:



Mo Hansen
Clerk/Treasurer

TO: COMMUNITY DEVELOPMENT AUTHORITY
FROM: CLERK/TREASURER
SUBJECT: COMMUNITY DEVELOPMENT REPORT AND WRITTEN AGENDA NOTES FOR 11/16 CDA MEETING
DATE: OCTOBER 15, 2021

CDA PRE-MEETING REPORT

3a. CLERK/TREASURER'S COMMUNITY DEVELOPMENT REPORT

Website Revisions.

- Google Drive Data
- Community Welcoming Material
- Community Outreach Survey

Limited progress in last 30 days on these tasks, as time devoted to other priorities. Working with Jeanne Ritter to update website incorporating in Welcoming New Resident's material. Google Drive data is aged, am trying to find a home for it on website.

We are looking for a community survey template to use for a digital survey. Survey work is 15% completed.

Grant Tracking.

- Met with Mayor on 11/8 to learn of her capital planning ideas so that Waterloo's project submittals rank higher for competitive Wisconsin Department of Transportation grants. Two concepts under consideration:
 - o Creating a "Detert's Crossing Project" with improvements to the unimproved road between Cornerstone Church and Deli Source
 - o Making the case for sidewalks and enhanced pedestrian safety along Minnehaha Lane & Riverside Drive
- No 2022 use of the awarded \$450,000 LRIP grant for 333 Portland Road and Hendricks Street unless a 333 Portland Road project gains traction.
- I need to submit, very soon, projects to the County in the next two weeks for competitive Wisconsin Department of Transportation grant dollars.
 - o Waterloo to receive \$16,355 of the \$90,082 in program dollars for use on 2023 highway project (based on population).
 - o We have until on or about November 15th to submit for the County for its review and prioritization for the following WisDOT programs: MSILT; STP-U, we likely don't have a good project for this (competitive); LRIP - Supplemental (competitive, with scoring points valued for safety; high traffic volume; economic development; bike/ped component; historic site); and LRIP – Discretionary (competitive, with scoring points valued for safety; high traffic volume; economic development; bike/ped component; historic site)

Economic Development Plan Implementation Progress Report.

- Treyburn Farms.
 - o Lot 2 for sale, one soft lead. Lot 3 sold 11/1. As part of that closing a \$1,500 Seller credit that otherwise would have gone to a real estate agent engaged in the sale, inadvertently passed through to the Buyer (no agent was involved). My error.
 - o I have asked the Mayor to OK similarly discounting the final lot as a sale incentive.

- 575 West Madison Street. 11/5 meeting with property owner has job opening posted for site manager. Owner focused on 1st floor meeting venue and 2nd floor office space concepts.
- 692 West Madison Street.
 - o Residential developer Todd Nelson plans to submit additional for 11/23 Plan Commission. Nelson given positive feedback at 10/26 Plan Commission concept review.
 - o Jesus Aranda called indicating he remains in contact with the current property owner. He was concerned about soil boring results conducted by Nelson.
- Hawthorn & Stone Development Meeting. 11/5 meeting with property owner. Owner said the Waterloo market for senior housing not willing/able to pay suitable rent/purchase amounts to enable Phase 2 senior housing construction to proceed. Owner willing to looking at alternate residential concepts. All city residential development contacts previously forwarded in April resent to owner post meeting.
- John Sheehy 11/5 Meeting. Sheehy described his new trucking business (19 trucks); new truck detailing business (first employee recently hired); its transportation software business (based in Waterloo with coding out-sourced to Madison); and his interest in bare ground development south of railroad. He called for concept planning rather than running at individual site opportunities absent it. His post-meeting follow-up: I believe that if the plan started at Central Ave using the current business as the entry point (K&B and Sheehy – Sussex and the old shoe factory) plan to cross the tracks at the end of central then take that road eventually all the way out to 89. Plot out lots that could be sold along the road (incorporating the rail into it). The first lot could be the property at the corner of Peirce and Central. I would think that a building consisting of 100,000 Square feet could be built there, the rail would be on the south side of the building, and I would assume the infrastructure may already be there or at least not far away. If we could get a first tenant so to speak then the plan to cross the tracks, connect the rear of McKay, acquire the Shuffle (Schoeffel) property and start working East to our other land might be doable.

3b. FINANCIAL REPORTS TAX INCREMENTAL FINANCE DISTRICTS 2, 3 & 4 AND FUND 600.

Attached.

4a IMPLEMENTING A BLIGHT POLICY.

Waiting on SAFEbuilt follow-up, as it attempts to write-in service into an updated contract.

4b REVIEW OF TAX INCREMENTAL FINANCE OVERVIEW AND PROGRESS REPORT

I asked that this be deferred last month and absent a time on 11/15 to advance, I am in the same position this month. I apologize. The adage I find myself thinking is: “You can spend time making the news, or you can spend time writing about the news.”

4c REGULATION AND PERMIT FOR RAZING BUILDINGS

Draft ordinance being drafted. Success will be having it for a Tuesday 6pm distribution. It is my understanding the policy objective is to write in Park Falls language which protects the municipal government from circumstances where property owner guts a building, converting its assets to cash, leaving the shell as a blighted remnant.

5a 2021 Budget Amendment

For several years the CDA has had \$25,000 reserved for economic development services, the 2021 amendment authorizes use of those dollars to pay for the current and future economic development services up to the \$25,000 amount. The 2022 budget allocates additional dollars from TID #2 and TID #4 for additional expenditures greater than \$25,000.

5b ECONOMIC DEVELOPMENT SERVICES REVISITED

On 11/10 Kate Crowley from Baker Tilly said BT’s preference is to step back from providing services. 11/10 my emailed phone notes:

Mayor & CDA,

Sorry if this is a run-on topic. I am sending this email now to get this out in a real-time -- to keep all informed.

This morning after the CDA agenda was approved, Baker Tilly (BT) partner Kate Crowley called to say Baker Tilly's preference is to step back to let another firm provide services. She said:

- BT will always be the high-cost provider.
- Providing a generic example, Kate added, if there are six tasks to be performed, a company like Cedar Corp can provide the same level of quality – at a lower cost -- for perhaps four of those tasks – and BT is willing to be a team partner providing quality services on items BT excels at (as needed), perhaps in areas such as...
 - accessing the BT's real estate client network with our site RFPs
 - developing more complex funding arrangements which may aid in getting our projects funded

The Mayor asked for a reinterviewing of prior candidates. Chair Rich Weihert set the agenda, asked those involved in the initial interviews to attend, and asked for (from 11/10 email)... Also include in the packet cost to date which should include all anticipated additional billing. I am assuming that changing firms would cost about the same money and more than a month to get to where we are now. Include any information that might have additional costs to break the current contract as the contract was with BT and not Dan.

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

FUND 402 - SPECIAL ASSESSMENTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
402-51-5130-211 ATTORNEY ATTORNEY FEES	.00	164.50	.00	(164.50)	.0
TOTAL DEPARTMENT 5130	.00	164.50	.00	(164.50)	.0
<u>CAPITAL PROJ</u>					
402-57-5701-816 LEAD LOAN-2020	32.50	97.50	.00	(97.50)	.0
402-57-5701-817 LEAD LOAN-2021	.00	3,250.00	96,000.00	92,750.00	3.4
TOTAL CAPITAL PROJ	32.50	3,347.50	96,000.00	92,652.50	3.5
<u>DEBT SERVICE FUND</u>					
402-59-5929-001 TRANSFER TO DEBT SERVICE	.00	.00	3,934.00	3,934.00	.0
TOTAL DEBT SERVICE FUND	.00	.00	3,934.00	3,934.00	.0
TOTAL FUND EXPENDITURES	32.50	3,512.00	99,934.00	96,422.00	3.5
NET REVENUE OVER(UNDER) EXPENDITURES	38,540.00	37,560.09	1,219.00		

CITY OF WATERLOO

BALANCE SHEET
OCTOBER 31, 2021

412-TIF DISTRICT 2 FUND

ASSETS

412-11100	TREASURER'S CASH	336,547.56	
	TOTAL ASSETS		<u>336,547.56</u>

LIABILITIES AND EQUITY

FUND EQUITY

412-34300	FUND BALANCE	482,159.92	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	(145,612.36)	
	TOTAL FUND EQUITY		<u>336,547.56</u>
	TOTAL LIABILITIES AND EQUITY		<u>336,547.56</u>

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

FUND 412 - TIF DISTRICT 2 FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
<u>TIF DISTRICT 2 FUND</u>					
412-41-4111-000 TAX INCREMENTS	.00	81,308.47	81,435.00	126.53	99.8
TOTAL TIF DISTRICT 2 FUND	.00	81,308.47	81,435.00	126.53	99.8
<u>INTERGOVERNMENTAL REVENUE</u>					
412-43-4364-000 STATE AID EXEMPT COMPUTERS	.00	783.22	780.00	(3.22)	100.4
412-43-4366-000 STATE AID PERSONAL PROPERTY	.00	3,423.20	2,030.00	(1,393.20)	168.6
TOTAL INTERGOVERNMENTAL REVENUE	.00	4,206.42	2,810.00	(1,396.42)	149.7
<u>MISCELLANEOUS REVENUES</u>					
412-48-4800-000 MISC REVENUES	5,435.29	101,291.18	50,000.00	(51,291.18)	202.6
412-48-4830-000 SALE OF CITY PROPERTY	.00	30,000.00	.00	(30,000.00)	.0
TOTAL MISCELLANEOUS REVENUES	5,435.29	131,291.18	50,000.00	(81,291.18)	262.6
<u>OTHER FINANCING SOURCES</u>					
412-49-4910-000 LONG TERM DEBT PROCEEDS	.00	58,893.05	.00	(58,893.05)	.0
412-49-4918-000 TRANSFER FROM IMPACT FEES	.00	4.47	.00	(4.47)	.0
TOTAL OTHER FINANCING SOURCES	.00	58,897.52	.00	(58,897.52)	.0
TOTAL FUND REVENUE	5,435.29	275,703.59	134,245.00	(141,458.59)	205.4

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

FUND 412 - TIF DISTRICT 2 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
<u>LEGISLATIVE SUPPORT</u>						
412-51-5112-320	LEGIS SUPPORT PR & PUB	6.80	6.80	.00	(6.80)	.0
412-51-5112-325	LEGIS SUPPORT ANNUAL DOR FEE	.00	150.00	150.00	.00	100.0
	TOTAL LEGISLATIVE SUPPORT	6.80	156.80	150.00	(6.80)	104.5
<u>ATTORNEY</u>						
412-51-5130-211	ATTORNEY ATTORNEY FEES	.00	2,236.39	150.00	(2,086.39)	1490.9
	TOTAL ATTORNEY	.00	2,236.39	150.00	(2,086.39)	1490.9
<u>CLERK - WAGES</u>						
412-51-5142-110	CLERK SALARY/CLERK	2,215.08	22,150.80	25,000.00	2,849.20	88.6
	TOTAL CLERK - WAGES	2,215.08	22,150.80	25,000.00	2,849.20	88.6
<u>SPECIAL ACCTG AND AUDITING</u>						
412-51-5151-214	SPEC ACCTG & AUD PROF FEES	.00	616.68	1,000.00	383.32	61.7
	TOTAL SPECIAL ACCTG AND AUDITING	.00	616.68	1,000.00	383.32	61.7
<u>ENGINEERING AND ADMINISTRATION</u>						
412-53-5310-215	ENG & ADMIN PROF FEES	.00	4,777.50	2,500.00	(2,277.50)	191.1
412-53-5310-380	TID 2 COMPUTER SUPPLY/MAINT	25.34	251.68	437.00	185.32	57.6
	TOTAL ENGINEERING AND ADMINISTRATION	25.34	5,029.18	2,937.00	(2,092.18)	171.2
<u>ECONOMIC DEV-122 S. MONROE</u>						
412-56-5680-221	122 S MONROE ST ELECTRIC	.00	184.50	.00	(184.50)	.0
	TOTAL ECONOMIC DEV-122 S. MONROE	.00	184.50	.00	(184.50)	.0
<u>CAPITAL PROJECT</u>						
412-57-5701-800	CAPITAL PROJ OUTLAY	.00	80,195.88	71,489.00	(8,706.88)	112.2
412-57-5701-806	CAPITAL PROJ IMPROVEMENT PROG	.00	10,470.50	.00	(10,470.50)	.0
	TOTAL CAPITAL PROJECT	.00	90,666.38	71,489.00	(19,177.38)	126.8

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

FUND 412 - TIF DISTRICT 2 FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
<u>TRANSFER TO DEBT SERVICE</u>					
412-59-5929-000 TRANSFER TO DEBT SERVICE	.00	300,275.22	103,350.00	(196,925.22)	290.5
TOTAL TRANSFER TO DEBT SERVICE	.00	300,275.22	103,350.00	(196,925.22)	290.5
TOTAL FUND EXPENDITURES	2,247.22	421,315.95	204,076.00	(217,239.95)	206.5
NET REVENUE OVER(UNDER) EXPENDITURES	3,188.07	(145,612.36)	(69,831.00)		

CITY OF WATERLOO

BALANCE SHEET
OCTOBER 31, 2021

413-TIF DISTRICT 3 FUND

ASSETS

413-11100	TREASURER'S CASH	39,289.85	
	TOTAL ASSETS		<u>39,289.85</u>

LIABILITIES AND EQUITY

FUND EQUITY

413-34300	FUND BALANCE	47,263.74	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	(7,973.89)	
	TOTAL FUND EQUITY		<u>39,289.85</u>
	TOTAL LIABILITIES AND EQUITY		<u>39,289.85</u>

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

FUND 413 - TIF DISTRICT 3 FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
<u>TAXES</u>					
413-41-4111-000 TAX INCREMENTS	.00	87,858.19	87,995.00	136.81	99.8
TOTAL TAXES	.00	87,858.19	87,995.00	136.81	99.8
<u>INTERGOVERNMENTAL REVENUE</u>					
413-43-4364-000 STATE AID EXEMPT COMPUTERS	.00	319.95	320.00	.05	100.0
413-43-4365-000 STATE AID PERSONAL PROPERTY	.00	323.63	904.00	580.37	35.8
TOTAL INTERGOVERNMENTAL REVENUE	.00	643.58	1,224.00	580.42	52.6
<u>MISCELLANEOUS REVENUES</u>					
413-48-4800-000 MISC REVENUES	.00	.00	20,000.00	20,000.00	.0
TOTAL MISCELLANEOUS REVENUES	.00	.00	20,000.00	20,000.00	.0
TOTAL FUND REVENUE	.00	88,501.77	109,219.00	20,717.23	81.0

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

FUND 413 - TIF DISTRICT 3 FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
<u>LEGISLATIVE SUPPORT</u>					
413-51-5112-325	LEGIS SUPPORT ANNUAL DOR FEE	.00	150.00	150.00	.00 100.0
	TOTAL LEGISLATIVE SUPPORT	.00	150.00	150.00	.00 100.0
<u>ATTORNEY</u>					
413-51-5130-211	ATTORNEY ATTORNEY FEES	.00	1,051.50	.00 (1,051.50)	.0
	TOTAL ATTORNEY	.00	1,051.50	.00 (1,051.50)	.0
<u>SPECIAL ACCTG AND AUDITING</u>					
413-51-5151-214	SPEC ACCTG & AUD PROF FEES	.00	616.66	1,500.00	883.34 41.1
	TOTAL SPECIAL ACCTG AND AUDITING	.00	616.66	1,500.00	883.34 41.1
<u>ENGINEERING AND ADMINISTRATION</u>					
413-53-5310-215	ENG & ADMIN PROF FEES	.00	2,320.00	1,500.00	(820.00) 154.7
	TOTAL ENGINEERING AND ADMINISTRATION	.00	2,320.00	1,500.00	(820.00) 154.7
<u>TRANSFER TO DEBT SERVICE</u>					
413-59-5929-000	TRANSFER TO DEBT SERVICE	20,993.75	92,337.50	92,378.00	40.50 100.0
	TOTAL TRANSFER TO DEBT SERVICE	20,993.75	92,337.50	92,378.00	40.50 100.0
	TOTAL FUND EXPENDITURES	20,993.75	96,475.66	95,528.00	(947.66) 101.0
	NET REVENUE OVER(UNDER) EXPENDITURES	(20,993.75)	(7,973.89)	13,691.00	

CITY OF WATERLOO

BALANCE SHEET
OCTOBER 31, 2021

414-TIF DISTRICT 4 FUND

ASSETS

414-11100	TREASURER'S CASH	94,231.22	
	TOTAL ASSETS		94,231.22

LIABILITIES AND EQUITY

FUND EQUITY

414-34300	FUND BALANCE	66,976.78	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	27,254.44	
	TOTAL FUND EQUITY		94,231.22
	TOTAL LIABILITIES AND EQUITY		94,231.22

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

FUND 414 - TIF DISTRICT 4 FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
<u>TIF DISTRICT 4 FUND</u>					
414-41-4111-000 TAX INCREMENTS	.00	28,076.47	28,119.98	43.51	99.9
TOTAL TIF DISTRICT 4 FUND	.00	28,076.47	28,119.98	43.51	99.9
<u>INTERGOVERNMENTAL REVENUE</u>					
414-43-4364-000 STATE AID COMPUTERS	.00	238.03	239.00	.97	99.6
414-43-4365-000 STATE AID PERSONAL PROPERTY	.00	1,282.72	.00	(1,282.72)	.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	1,520.75	239.00	(1,281.75)	636.3
TOTAL FUND REVENUE	.00	29,597.22	28,358.98	(1,238.24)	104.4

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

FUND 414 - TIF DISTRICT 4 FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
<u>LEGISLATIVE SUPPORT</u>					
414-51-5112-325 LEGIS SUPPORT ANNUAL DOR FEE	.00	150.00	150.00	.00	100.0
TOTAL LEGISLATIVE SUPPORT	.00	150.00	150.00	.00	100.0
<u>SPECIAL ACCTG AND AUDITING</u>					
414-51-5151-214 SPEC ACCTG & AUD PROF FEES	.00	616.66	500.00	(116.66)	123.3
TOTAL SPECIAL ACCTG AND AUDITING	.00	616.66	500.00	(116.66)	123.3
<u>ENGINEERING AND ADMINISTRATION</u>					
414-53-5310-217 ENG & ADMIN WATER DISTRICT #1	.00	1,576.12	.00	(1,576.12)	.0
TOTAL ENGINEERING AND ADMINISTRATION	.00	1,576.12	.00	(1,576.12)	.0
TOTAL FUND EXPENDITURES	.00	2,342.78	650.00	(1,692.78)	360.4
NET REVENUE OVER(UNDER) EXPENDITURES	.00	27,254.44	27,708.98		

CITY OF WATERLOO

BALANCE SHEET
OCTOBER 31, 2021

600-COMMUNITY DEVELOP AUTHORITY

ASSETS

600-11100	TREASURER'S CASH	49,736.51	
	TOTAL ASSETS		49,736.51

LIABILITIES AND EQUITY

FUND EQUITY

600-34300	FUND BALANCE	20,356.81	
600-34310	PROFESSIONAL SVCS CARRYOVER	25,000.00	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	4,379.70	
	TOTAL FUND EQUITY		49,736.51
	TOTAL LIABILITIES AND EQUITY		49,736.51

CITY OF WATERLOO

DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

FUND 600 - COMMUNITY DEVELOP AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
<u>TAXES</u>						
600-41-4111-000	LOCAL TAX-GENERAL FUND	.00	4,650.00	4,650.00	.00	100.0
	TOTAL TAXES	.00	4,650.00	4,650.00	.00	100.0
<u>PUBLIC CHARGES FOR SERVICE</u>						
600-46-4674-000	MBC BUILDING RENTAL	600.00	2,575.00	2,400.00	(175.00)	107.3
	TOTAL PUBLIC CHARGES FOR SERVICE	600.00	2,575.00	2,400.00	(175.00)	107.3
	TOTAL FUND REVENUE	600.00	7,225.00	7,050.00	(175.00)	102.5

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2021
FUND 600 - COMMUNITY DEVELOP AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
<u>SPECIAL ACCTG COSTS</u>					
600-51-5151-399 SPECIAL ACCTNG COSTS - MISC	.00	.00	375.00	375.00	.0
TOTAL SPECIAL ACCTG COSTS	.00	.00	375.00	375.00	.0
<u>MAUNESHA BUSINESS CENTER</u>					
600-51-5162-221 MAUNESHA BUSINESS ELECTRIC	63.71	600.10	1,000.00	399.90	60.0
600-51-5162-222 MAUNESHA BUSINESS HEAT	10.23	357.12	750.00	392.88	47.6
600-51-5162-223 MAUNESHA BUSINESS WATER/SEWER	93.59	753.32	698.00	(55.32)	107.9
600-51-5162-290 MAUNESHA BUSINESS CLEAN CONTRA	40.00	360.00	1,160.00	800.00	31.0
600-51-5162-351 MAUNESHA BUSINESS REPAIRS/MAIN	.00	774.76	.00	(774.76)	.0
TOTAL MAUNESHA BUSINESS CENTER	207.53	2,845.30	3,608.00	762.70	78.9
<u>PLANNING AND CONSERVATION</u>					
600-56-5630-220 PROJECT CDA PROGRAMS	.00	.00	250.00	250.00	.0
TOTAL PLANNING AND CONSERVATION	.00	.00	250.00	250.00	.0
TOTAL FUND EXPENDITURES	207.53	2,845.30	4,233.00	1,387.70	67.2
NET REVENUE OVER(UNDER) EXPENDITURES	392.47	4,379.70	2,817.00		

Baker Tilly Municipal Advisors, LLC
 4807 Innovate Lane • PO Box 7398
 Madison, WI 53707-7398 • 608 249 6622

City of Waterloo
 136 N Monroe St
 Waterloo, WI 53594

Invoice Date: October 29, 2021
 Invoice Number: BTMA11929
 Client Number: 3287

INVOICE

AMOUNT

Fees	
Project kick-off meetings with City, preliminary data research/analysis, presentation to CDA, weekly client calls, and other Economic Development Services	\$8,575.00
Fees Total:	\$8,575.00
Expenses Total:	\$0.00
Invoice Total:	\$8,575.00

Department Approval _____ Date _____
 Clerk/Treasurer Approval M.A. 11/4/2021
 Vendor Number 500423
 Acct Dist 600-56-5670-210 8,575.00
 Acct Dist _____ \$ _____
 Acct Dist _____ \$ _____

CDA / ED

For questions, comments or suggestions, please contact Dan Kennelly at 608 249 6622.

Balance is payable upon receipt or previously agreed upon terms.

<p>Please ACH or wire payment to:</p> <p>US Bank, Milwaukee, WI Routing No: 075000022 Account No: 182380578936 Reference #: BTMA11929</p>	<p>Or send payment to:</p> <p>Baker Tilly Municipal Advisors, LLC PO Box 957915 St. Louis, MO 63195-7915</p>	<p>Reference:</p> <p>Client Number: 3287 Invoice Number: BTMA11929 Amount Enclosed: \$ _____</p>
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<u>Staff Name</u>	<u>Activity Code</u>	<u>Description</u>	<u>Hours</u>
Dan Kennelly	General or Miscellaneous Work	Research and coordination / preparation for site visit next day	3.00
Dan Kennelly	General or Miscellaneous Work	Meeting with Mayor and City Clerk/Treasurer. Community tour with Mayor	4.00
Dan Kennelly	General or Miscellaneous Work	Preparation for CDA presentation	5.00
Dan Kennelly	General or Miscellaneous Work	Preparation and presentation to CDA	6.00
Dan Kennelly	General or Miscellaneous Work	Research and follow ups from previous week's CDA meeting	2.00
Dan Kennelly	General or Miscellaneous Work	weekly client call, work on work plan, research, project coordination, call with broker	4.50
Total Hours			24.50

City of Waterloo Economic Development Work Plan

Working Draft: 10/29/21

Projects	Action	Responsible Party	Timeline
1 Admin/Project Management			
1.1 Weekly calls with core team (Mo, Dan, Ben)	BT schedule calls/agenda	Bt	
1.2 Periodic updates to Mayor	Mo identify schedule and frequency	Mo	
1.3 Periodic updates to CDA	Mo identify schedule and frequency	Mo	
2 Riverwalk Area			
2.1 Review documents on the current status of the property	Mo provide BT with any materials, documents etc.	Mo	
2.2 Connect with property owner to discuss option	Mo/Dan contact owner to have meeting	BT	
Create concept for development plan	BT quick highest/best use study and create concept	BT	
Connect with potential developers	Start talking with developers of product	BT	
3 575 W. Madison			
3.1 Contact property owners to discuss their plans	Mo/BT set up zoom call with owners	Mo/BT	
3.2 Find documents showing layout of the interior	BT request info from owners and city provide whatever it has	BT	
3.3 Create a more clear concept for the property, uses, etc.	Create clarity on vision/use of site	BT/Mo/Mayor	
3.4 Start conversations with potential uses, brokers, etc.	Begin pitching concept to relevant users/developers	BT	
4 333 Portland Road			
4.1 Continue marketing site for industrial uses	Ben continue strategies to position site	Ben	
4.2 Clarify plan and timeline for extending E/W access	City clarify	Mo	
5 Downtown			
5.1 Inventory existing buildings and uses	BT complete parcel-by-parcel study of downtown to identify gaps/opportunities	Mo/BT	
5.2 Meeting with downtown business/property owners	Host roundtable discussion to identify needs/opportunities for downtown	BT/Mo	
6 Western Gateway Area			
6.1 Status of redevelopment project	Connect with developers proposing multifamily project on BK and C-store sites	BT	
6.2 Gateway art project	Connect with railroad to discuss options	BT	
7 "Awareness" Campaign			
7.1 Produce a simple brochure highlighting opportunities in Waterloo including market data, specific locations, etc.	BT develop this document	BT	
7.2 Host a familiarization tour with area developers and commercial real estate brokers	Create list of invitees, select date, and begin forming a plan for the event	BT/Mo	
7.3 Connect with regional partners (Jefferson County EDC, MadREP) to discuss strategies	Set up meetings with Jason and Vicki	BT/Mo	
7.4 Connect with Trek	Set up a meeting with Trek	BT/Mo	
8 Funding			
8.1 Identify opportunities for WEDC Idle Sites and CDI projects	Determine where to prioritize	BT/Mo/Mayor/CDA	
8.2 Monitor federal infrastructure bill and prepare strategy	Monitor progress on bill	BT	

8.3 Other	Continue to look for other funding opportunities	BT
9 Survey		
9.1 Clarify purpose and audience	Discussion with city to determine	BT/Mo/Mayor/CDA
9.2 Develop questions	Draft questions	BT
9.3 Solicit Responses	Post on survey monkey or other and share info	BT/City
9.4 Review results	Analyze results	BT

Mo Hansen

From: Ben Filkouski <ben.filkouski@madisoncommercialre.com>
Sent: Tuesday, September 07, 2021 3:26 PM
To: Jeni Quimby; Mo Hansen
Subject: Follow up - Griffin meeting

Good afternoon,

I met with Ron Griffin today. He will not be interested in doing a trade for his property and the PalletOne property. He stated that it would cost him approximately \$100,000 to do the addition to his building but that there is extensive work needed across the street on top of moving equipment, building out his wife's shop again, etc. He said he wants to retire in the next few years and does not want to bare the burden of debt. He also asked about purchasing a piece of the property at 333 Portland Rd to have room to drive around where he is interested in expanding. I told him that we would need to see plans and a timeline on doing this to move discussion along. The ball is in his court to proceed with this discussion. I hoped for a more positive meeting with him regarding the building across the street.

If you all are interested in tackling the building across the street or need assistance in anything regarding that moving forward do not hesitate to reach out. I am also available for a call to discuss further when need be.

If you have any follow up questions, let me know.

Thanks,
Ben

Benjamin J. Filkouski
Associate | Wisconsin
Direct +1 608 709 5555 | Mobile +1 608 333 7734

<https://madisoncommercialre.com>

Madison Commercial Real Estate LLC
5609 Medical Circle | Suite 202
Madison, WI 53719 | United States



ADDENDUM A

RTG Enterprise LLC
347 Portland Rd.
Waterloo, WI 53594
10/18/2021

CDA Members
136 N. Monroe St.
Waterloo, Wi 53594

Dear CDA Members:

Ron and Tama Griffin owners of RTG Enterprise LLC would like to purchase the land outlined in the attachments. Please see area known as 333 Portland Rd. We have operated Griffin Repair LLC for 20 years at 347 Portland Rd and have operated Life Changing Nutrition at that same address for over 6 years. Our shop has outgrown its space and we need to purchase land for us to expand. Our offer is Seven Thousand Five Hundred Dollars (\$7,500) for parcel seen on the attachment.

We have been contributors of this community for many years. Ron started working on the Fire Dept. trucks gratis 35 years ago many times paying for the parts himself or later charging cost of parts with Free labor. Just as an example- a water Tanker was rebuilt for the department saving the city \$58,000 this was done in our back yard over 20 years ago. This Tanker is still being used. We continue to be available 24 hrs a day for the Fire Department to be able to call if they are out and have a problem with one of the trucks or ambulances. Tama has served on the EMS side of the Fire Department for over 10 years.

We would appreciate serious consideration of our offer to purchase.

Sincerely,

Ronald T. Griffin
Tama Griffin

Compose

Inbox 375

Starred

Snoozed

Important

Sent

Drafts 72

Categories

[imap]/Sent

[imap]/Trash 631

Diesel Freak

Duane Veium

Ron

No Hangouts contacts
Find someone

FW: 333 Portland R

mhansen@waterloowi.us
to me, tamagriffin

Ron & Tama,

Please review the attached. It is

- The previous update
- Do you want to mail
- o <https://dpsps>

If you choose to make an offer, I

Mo Hansen | Clerk/Treasurer | City

From: Leisses, Mitchell [mailto:ml@waterloowi.us]
Sent: Tuesday, December 18, 2016
To: Mo Hansen <cityhall@waterloowi.us>
Subject: Fwd: 333 Portland Road

Good Morning Mo,
My apologies for the delay but at

Please let me know if the City will

Sincerely,
Mitchell

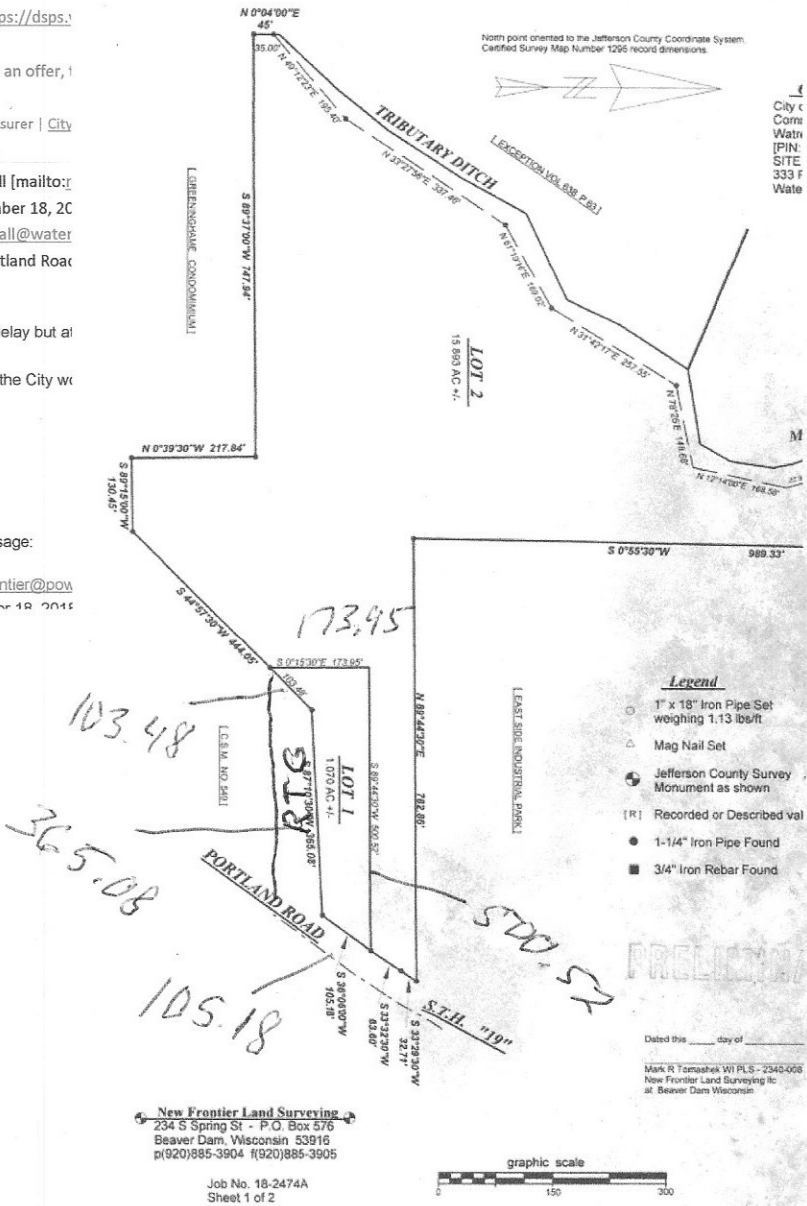
Sent from my iPhone

Begin forwarded message:

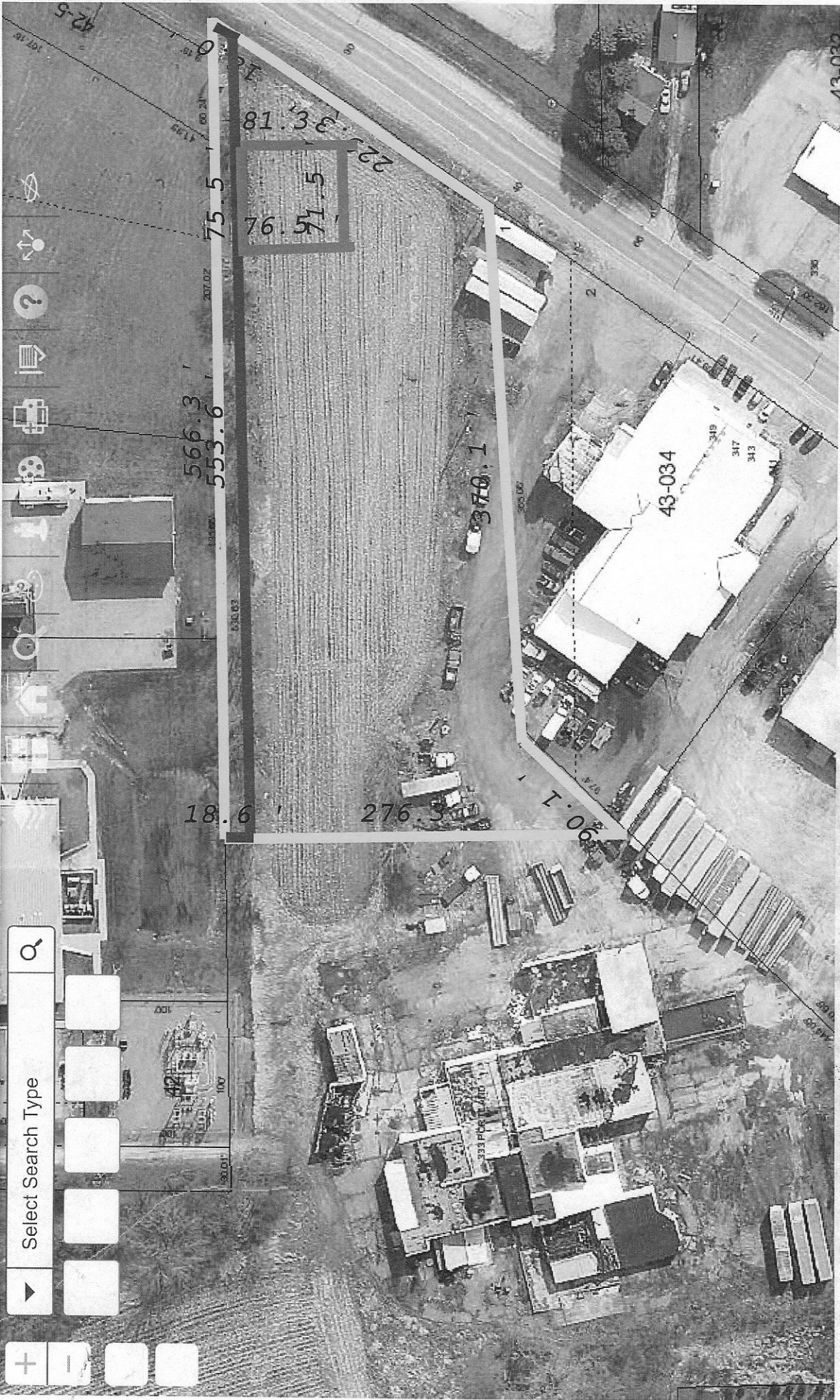
From: <newfrontier@pow.com>
Date: December 18, 2016

CERTIFIED SURVEY MAP NO.

JEFFERSON COUNTY CERTIFIED SURVEY MAP NUMBER 1295 AS RECORDED IN VOLUME 4 ON PAGES XX AND XX AS DOCUMENT NUMBER 761336, A DIVISION OF OUTLOTS 62 AND 64 ASSOSSOR'S PLAT OF THE VILLAGE OF WATERLOO AND A PART OF LOT 2 BLOCK 3 SECONF ADDITION TO THE VILLAGE OF WATERLOO, E LOCATED IN A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTIC TOWN 8 NORTH, RANGE 13 EAST, CITY OF WATERLOO, JEFFERSON COUNTY, WI EXCEPTING THEREFROM LANDS DESIGNATED ON A LAND DIVISION MAP RECORDED IN THE JEFFERSON COUNTY REGISTER OF DEEDS AS VOLUME 638 AND PAGE 63.



Select Search Type



Handwritten: 78,750 sq ft

Handwritten: 1.807 acre



WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 1, 2021 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING FIRM~~) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 The Buyer, Ron Griffin, Tama Griffin
4 offers to purchase the Property known as See Addendum A

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Waterloo,
8 County of Jefferson Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Seven Thousand, Five Hundred
10 Dollars (\$ 7,500.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____
13

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

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____
18

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

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

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

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before November 8, 2021.

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

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

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

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

36 **CLOSING** This transaction is to be closed on within 5 days of the removal of all contingencies.
37

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

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

44 **EARNEST MONEY**

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

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

47 ■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (~~listing Firm~~) (~~drafting Firm~~) (other identified as Title Company of
50 Seller's choice.) ~~STRIKE THOSE NOT APPLICABLE~~

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

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

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

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

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

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated May 18, 2021 , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
98 and _____

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

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

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

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

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

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

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

381 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

452 Other: _____
453 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____
 495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

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

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

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

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

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

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

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
651 _____
652 _____
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654 _____
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658 _____
659 _____
660 _____
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662 _____
663 _____
664 _____

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

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

670 Name of Seller's recipient for delivery, if any: Ben Filkouski, Madison Commercial Real Estate LLC

671 Name of Buyer's recipient for delivery, if any: Ben Filkouski, Madison Commercial Real Estate LLC

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

673 Seller: (_____) Buyer: (_____)

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

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

679 Address for Seller: _____

680 Address for Buyer: _____

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

682 Email Address for Seller: ben.filkouski@madisoncommercialre.com

683 Email Address for Buyer: ben.filkouski@madisoncommercialre.com

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

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

687 This Offer was drafted by [Licensee and Firm] Ben Filkouski, Madison Commercial Real Estate LLC

688 _____

689 (x) _____
690 Buyer's Signature ▲ Print Name Here ► Ron Griffin Date ▲ _____

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ► Tama Griffin Date ▲ _____

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

697 (x) _____
698 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

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

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

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

Waterloo Community Development Authority -- Annual Calendar

Preferred meeting night: 3rd Tuesday of month at 6:00 pm

Recurring monthly review and action (1) CDA Implementation Plan Progress; (2) Grant Application Tracking

JANUARY <ul style="list-style-type: none">- evaluate CDA Progress Measures- finalize prior year Annual Report
FEBRUARY <ul style="list-style-type: none">- notify Mayor of member reappointment interest- align/modify CDA Progress Measures as needed- submit Annual Report to City Council
MARCH <ul style="list-style-type: none">- notify Mayor of member reappointment interest- Push to closeout incomplete prior year items
APRIL <ul style="list-style-type: none">- Mayoral appointments- Push to closeout incomplete prior year items
MAY <ul style="list-style-type: none">- CDA election of Chair and Vice Chair- evaluate CDA Progress Measures
JUNE <ul style="list-style-type: none">- start future year budget submittal- review of tax increment finance district progress
JULY <ul style="list-style-type: none">- review of tax increment finance district progress- future year budget planning- align CDA Progress Measures with budget planning- reaffirm or jettison all active programs and projects
AUGUST <ul style="list-style-type: none">- future year budget submittal to Finance, Insurance & Personnel Committee, including tax incremental finance funds
SEPTEMBER <ul style="list-style-type: none">- evaluate CDA Progress Measures
OCTOBER <ul style="list-style-type: none">- <u>s</u>trength, <u>w</u>eaknesses <u>o</u>pportunities & <u>t</u>hreats (SWOT) exercise
NOVEMBER <ul style="list-style-type: none">- community outreach
DECEMBER <ul style="list-style-type: none">- community outreach- review staff draft, Annual Report to City Council- update calendar