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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: December 21, 2021
Time: 6:00 p.m.
Location: Municipal Building, 136 North Monroe Street (via remote phone conference for participants and public)

Remote Access Instructions

Join Zoom Meeting: <https://us02web.zoom.us/j/84888997061?pwd=TjEvMTNZdFF1SUVmUmU2TFVkbShpNZz09>
Dial-In By Phone: +1 312 626 6799 US (Chicago)
Meeting ID: 848 8899 7061 Passcode: 106484

1. PLEDGE OF ALLEGIANCE, ROLL CALL TO ORDER
2. MEETING MINUTES APPROVAL: November 16th, & 22nd
3. UPDATES & REPORTS
 - a. Non-Metro Connections Initial Update
 - b. Clerk/Treasurer Report
 - c. Financial Reports Tax Incremental Finance Districts 2, 3 & 4 and Fund 600
 - d. Business Association Liaison Report, (contact undetermined)
 - e. School District Liaison (contact undetermined)
4. UNFINISHED BUSINESS
 - a. 333 Portland Road, Ron Griffin Offer To Purchase A Portion Of Partial Of Parcel
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]
 - b. Implementing A Blight Policy, Hiring Code Compliance Services, Follow-up
 - c. Review Of Tax Incremental Finance – Overview & Progress Report
 - d. Regulation And Permit For Razing Buildings (Park Falls Ordinance Example)
5. NEW BUSINESS
6. CITIZEN INPUT, FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - a. Annual Calendar
7. ADJOURNMENT

Mo Hansen, Clerk/Treasurer

Community Development Authority: Soter, Petts, Kuhl, Weihert, Woods, O'Connell, Sharpe and School District Superintendent Brian Henning as non-voting School District liaison
Posted, Mailed and E-mailed: 11/18/2021

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: November 16, 2021

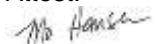
Digital audio files are archived with these written minutes additionally serving as the official record.

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: Alder Tim Thomas; Ben Filkouski; Alder Ron Griffin also representing RTG Enterprise LLC and Clerk/Treasurer Hansen.
2. MEETING MINUTES APPROVAL: October 19, 2021. MOTION: [O'Connell/Sharpe] to approve the October 19, 2021 minutes as presented. VOICE VOTE: Motion carried.
3. UPDATES & REPORTS. Reports noted.
 - 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)

MOTION: [Weihert/Kuhl] to amend the agenda to take up item 5c at this time. VOICE VOTE: Motion carried. (Note: to maintain continuity between agenda and minutes, the original numbering sequence is retained.)

4. UNFINISHED BUSINESS
 - a. Implementing A Blight Policy, Hiring Code Compliance Services, Follow-up. No action taken.
 - b. Review Of Tax Incremental Finance – Overview & Progress Report. No action taken.
 - c. Regulation And Permit For Razing Buildings (Park Falls Ordinance Example). No action taken.
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. MOTION: [Kuhl/Sharpe] to recommend an amendment authorizing an expenditure as listed in the agenda title. VOICE VOTE: Motion carried.
 - b. Economic Development Services Revisit After Departure Of Baker Tilly's Dan Kennelly And Work Plan Review. DISCUSSION: Weihert said Dan Kennelly had departed Baker Tilly with interest expressed by the Mayor to end the agreement. Kuhl expressed a preference to not go back with Baker Tilly. O'Connell said the invoiced amount should be voided or reduced given services rendered. Sharpe said the rate was too high for Baker Tilly. MOTION: [Sharpe/Petts] to invite the Cedar Corporation and Non-Metro Connections to interview a second time. VOICE VOTE: Motion carried. Additional by consensus -- the body set a follow-up meeting for this agenda item for 11/22 at 6 p.m. It further asked the Clerk/Treasurer to confirm that prior submittal information for firms listed above remained applicable.
 - c. 333 Portland Road, Ron Griffin Offer To Purchase A Portion Of Partial. DISCUSSION: Members reviewed the Griffin submittal. Ben Filkouski said there should be some sort of agreement and use of standard Wisconsin real estate forms. Petts raised concerns about burial grounds; Griffin said he was OK with buying the land "as-is." The concept of establishing a project timeline discussed. MOTION: [Weihert/O'Connell] to accept pending completion of a standard Wisconsin real estate form. Note: Motion withdrawn. MOTION: [Weihert/O'Connell] to accept the offer to purchase with an agreement to build in three years. Note: Motion withdrawn. Thomas asked, if the CDA knows who is paying for certified survey map expenses and other transaction expenses? Weihert suggested map expense could be a contingency written into an offer to purchase as a component of escrow or similar. MOTION: [Weihert/Sharpe] to defer consideration until such time as more information is available from prospective buyer about build-out, timeline and value-added with Ben Filkouski and staff directed to advance the as possible. ROLL CALL VOTE: Ayes: Kuhl, Soter, O'Connell, Sharpe, Weihert and Petts. Noes: None: with Woods absent. Motion carried.
6. CITIZEN INPUT, FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. None.
7. ADJOURNMENT. MOTION: [Kuhl/Sharpe] To adjourned. VOICE VOTE: Motion carried. Time: 7:30 p.m.

Attest:



Mo Hansen
Clerk/Treasurer

WATERLOO COMMUNITY DEVELOPMENT AUTHORITY -- MEETING MINUTES: November 22, 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 5:40 p.m. Members present: Kuhl, Soter, O'Connell, Woods, Sharpe and Weihert. Absent: Petts, and the non-voting member from School District. Others present: Alder Tim Thomas; Mayor Quimby; Alder Thomas; Everett Butzine (Non-Metro Connections LLC); Eric Fowler & Seth Hudson (Cedar Corp) and Clerk/Treasurer Hansen.
2. NEW BUSINESS
 - a. Economic Development Services 2nd Interviews. MOTION: [Weihert/Sharpe] to go into closed session. VOICE VOTE: Motion carried. Notes: The body went into closed session with the digital recording serving as the closed session archive. All present other than the respective applicants remained in the room during the closed session.
 - i. Non-Metro Connections (5:30 pm)
 - ii. Cedar Corporation (6:15 pm)
 1. Notes as listed on the posted agenda:
 - a. Both entities have indicated its July submittal remains current.
 - b. Opening Question: "How can your firm get Waterloo economic development projects across the finish line and implement processes for future economic development projects?"
 - b. Economic Development Services City Council Recommendation. MOTION: [Soter/Weihert] to recommend to the City Council the termination of the Baker Tilly contract and the hiring of Non-Metro Connections LLC as a replacement service provider. VOICE VOTE: Motion carried.
3. CITIZEN INPUT, FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. None.
4. ADJOURNMENT. MOTION: [Kuhl/Sharpe] To adjourned. VOICE VOTE: Motion carried. Time: 7:30 p.m.

Attest:



Mo Hansen
Clerk/Treasurer

TO: COMMUNITY DEVELOPMENT AUTHORITY
FROM: CLERK/TREASURER
SUBJECT: COMMUNITY DEVELOPMENT REPORT AND WRITTEN AGENDA NOTES FOR 12/21 CDA MEETING
DATE: DECEMBER 18, 2021

CDA PRE-MEETING REPORT

3b. CLERK/TREASURER'S COMMUNITY DEVELOPMENT REPORT

Outstanding Staff Support Tasks – Three items listed below to be completed on or before 12/31/2021

- Google Drive Data
- Community Welcoming Material
- Draft Community Outreach Survey (for CDA members to review/comment on)

Grant Tracking.

- No 2022 use of the awarded \$450,000 WisDOT Local Road Improvement Program grant for 333 Portland Road and Hendricks Street unless a 333 Portland Road project gains traction.
- Completed highway aid submittals (County & WisDOT)
 - o For 2024 (Minnehaha Lane & Riverside Drive) road reconstructions assistance, \$17,305.69
 - o For 2023 (Joint submittal with Town of Waterloo; Waterloo Road) road resurfacing & culvert repair, amount a function of award decision.

Economic Development Plan Implementation Progress Report.

- Treyburn Farms. Lot 2 for sale to close 12/30/2021.
- 692 West Madison Street. Neither Todd Nelson nor Jesus Aranda has communicated plans to advance on their respective projects. Nelson is the furthest along having presented a concept plan to the Plan Commission. Nelson given positive feedback at 10/26 Plan Commission concept review.
- Hawthorn & Stone Development Communication. Janice Faga has said Hawthorn & Stone is prepared to meet its tax incremental finance monetary obligation on or before 12/31/2021 for the 2021 calendar year.
- 575 West Madison Street. Owner representative inquired in detail about seeking a license to serve beer, wine and liquor at the facility.

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

See meeting materials. These documents are companion documents to the Review of Tax Incremental Financing.

4b IMPLEMENTING A BLIGHT POLICY

No advancement since, November. Waiting on SAFEbuilt follow-up, as it attempts to write-in service into an updated contract.

4c REVIEW OF TAX INCREMENTAL FINANCE OVERVIEW AND PROGRESS REPORT

See meeting materials

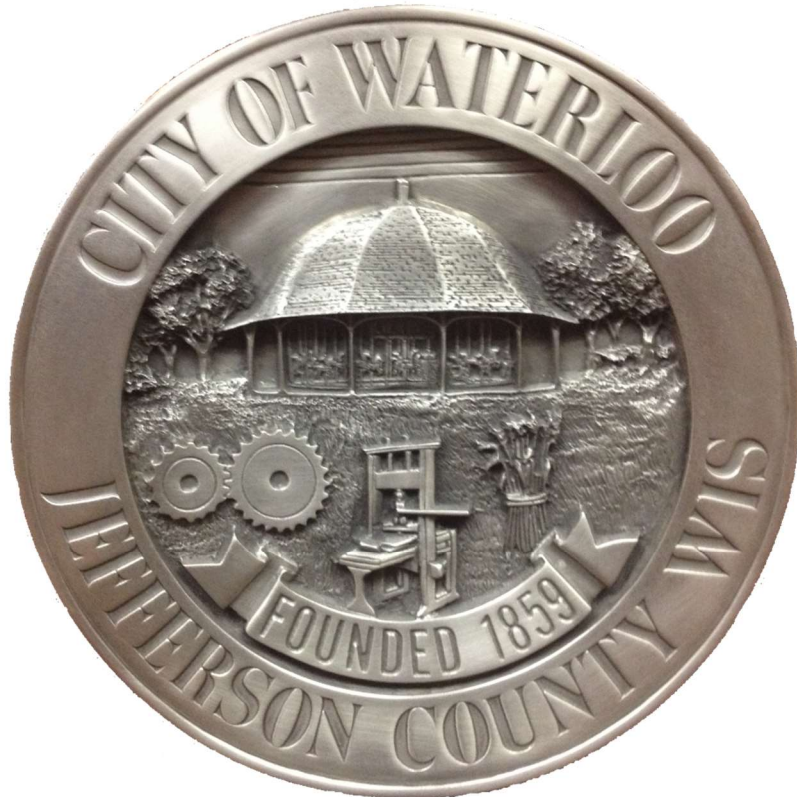
4d REGULATION AND PERMIT FOR RAZING BUILDINGS

Attached.

FUNDS 412, 413, 414 & 600
FOR CDA REVIEW

CITY OF WATERLOO

TREASURER'S REPORT – NOVEMBER 2021



CITY OF WATERLOO

BALANCE SHEET
NOVEMBER 30, 2021

412-TIF DISTRICT 2 FUND

ASSETS

412-11100	TREASURER'S CASH	334,307.12	
	TOTAL ASSETS		<u>334,307.12</u>

LIABILITIES AND EQUITY

FUND EQUITY

412-34300	FUND BALANCE	482,159.92	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	(147,852.80)	
	TOTAL FUND EQUITY		<u>334,307.12</u>
	TOTAL LIABILITIES AND EQUITY		<u>334,307.12</u>

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 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	.00	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	.00	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	.00	275,703.59	134,245.00	(141,458.59)	205.4

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

FUND 412 - TIF DISTRICT 2 FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
<u>LEGISLATIVE SUPPORT</u>					
412-51-5112-320	.00	6.80	.00	(6.80)	.0
412-51-5112-325	.00	150.00	150.00	.00	100.0
TOTAL LEGISLATIVE SUPPORT	.00	156.80	150.00	(6.80)	104.5
<u>ATTORNEY</u>					
412-51-5130-211	.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	2,215.08	24,365.88	25,000.00	634.12	97.5
TOTAL CLERK - WAGES	2,215.08	24,365.88	25,000.00	634.12	97.5
<u>SPECIAL ACCTG AND AUDITING</u>					
412-51-5151-214	.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	.00	4,777.50	2,500.00	(2,277.50)	191.1
412-53-5310-380	25.36	277.04	437.00	159.96	63.4
TOTAL ENGINEERING AND ADMINISTRATION	25.36	5,054.54	2,937.00	(2,117.54)	172.1
<u>ECONOMIC DEV-122 S. MONROE</u>					
412-56-5680-221	.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	.00	80,195.88	71,489.00	(8,706.88)	112.2
412-57-5701-806	.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

BALANCE SHEET
NOVEMBER 30, 2021

413-TIF DISTRICT 3 FUND

ASSETS

413-11100	TREASURER'S CASH	62,395.20	
	TOTAL ASSETS		62,395.20

LIABILITIES AND EQUITY

FUND EQUITY

413-34300	FUND BALANCE	47,263.74	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	15,131.46	
	TOTAL FUND EQUITY		62,395.20
	TOTAL LIABILITIES AND EQUITY		62,395.20

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 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	2,240.44	423,556.39	204,076.00	(219,480.39)	207.6
NET REVENUE OVER(UNDER) EXPENDITURES	(2,240.44)	(147,852.80)	(69,831.00)		

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 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	23,105.35	23,105.35	20,000.00	(3,105.35)	115.5
TOTAL MISCELLANEOUS REVENUES	23,105.35	23,105.35	20,000.00	(3,105.35)	115.5
TOTAL FUND REVENUE	23,105.35	111,607.12	109,219.00	(2,388.12)	102.2

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 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	.00	92,337.50	92,378.00	40.50 100.0
	TOTAL TRANSFER TO DEBT SERVICE	.00	92,337.50	92,378.00	40.50 100.0
	TOTAL FUND EXPENDITURES	.00	96,475.66	95,528.00	(947.66) 101.0
	NET REVENUE OVER(UNDER) EXPENDITURES	23,105.35	15,131.46	13,691.00	

CITY OF WATERLOO

BALANCE SHEET
NOVEMBER 30, 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 11 MONTHS ENDING NOVEMBER 30, 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 11 MONTHS ENDING NOVEMBER 30, 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
NOVEMBER 30, 2021

600-COMMUNITY DEVELOP AUTHORITY

ASSETS

600-11100	TREASURER'S CASH	49,551.04	
	TOTAL ASSETS		49,551.04

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	4,194.23	
	TOTAL FUND EQUITY		49,551.04
	TOTAL LIABILITIES AND EQUITY		49,551.04

CITY OF WATERLOO

DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 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	.00	2,575.00	2,400.00	(175.00)	107.3
	TOTAL PUBLIC CHARGES FOR SERVICE	.00	2,575.00	2,400.00	(175.00)	107.3
	TOTAL FUND REVENUE	.00	7,225.00	7,050.00	(175.00)	102.5

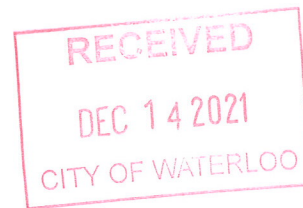
CITY OF WATERLOO

DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 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	49.98	650.08	1,000.00	349.92	65.0
600-51-5162-222	MAUNESHA BUSINESS HEAT	.00	357.12	750.00	392.88	47.6
600-51-5162-223	MAUNESHA BUSINESS WATER/SEWER	95.49	848.81	698.00	(150.81)	121.6
600-51-5162-290	MAUNESHA BUSINESS CLEAN CONTRA	40.00	400.00	1,160.00	760.00	34.5
600-51-5162-351	MAUNESHA BUSINESS REPAIRS/MAIN	.00	774.76	.00	(774.76)	.0
	TOTAL MAUNESHA BUSINESS CENTER	185.47	3,030.77	3,608.00	577.23	84.0
<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	185.47	3,030.77	4,233.00	1,202.23	71.6
	NET REVENUE OVER(UNDER) EXPENDITURES	(185.47)	4,194.23	2,817.00		

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

RECEIVED

DEC 20 2021

CITY OF WATERLOO

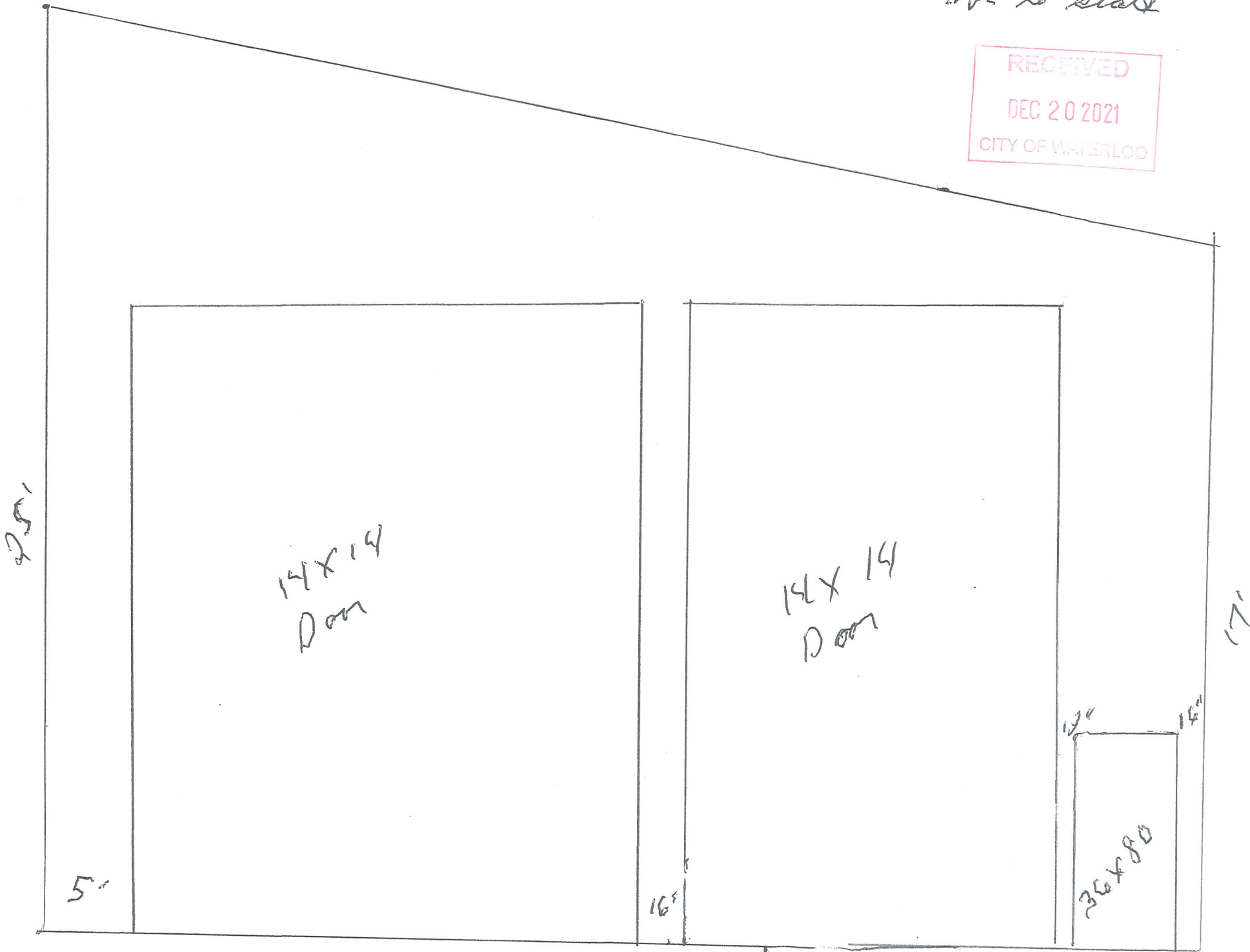
28' x 40' = 1120 SF

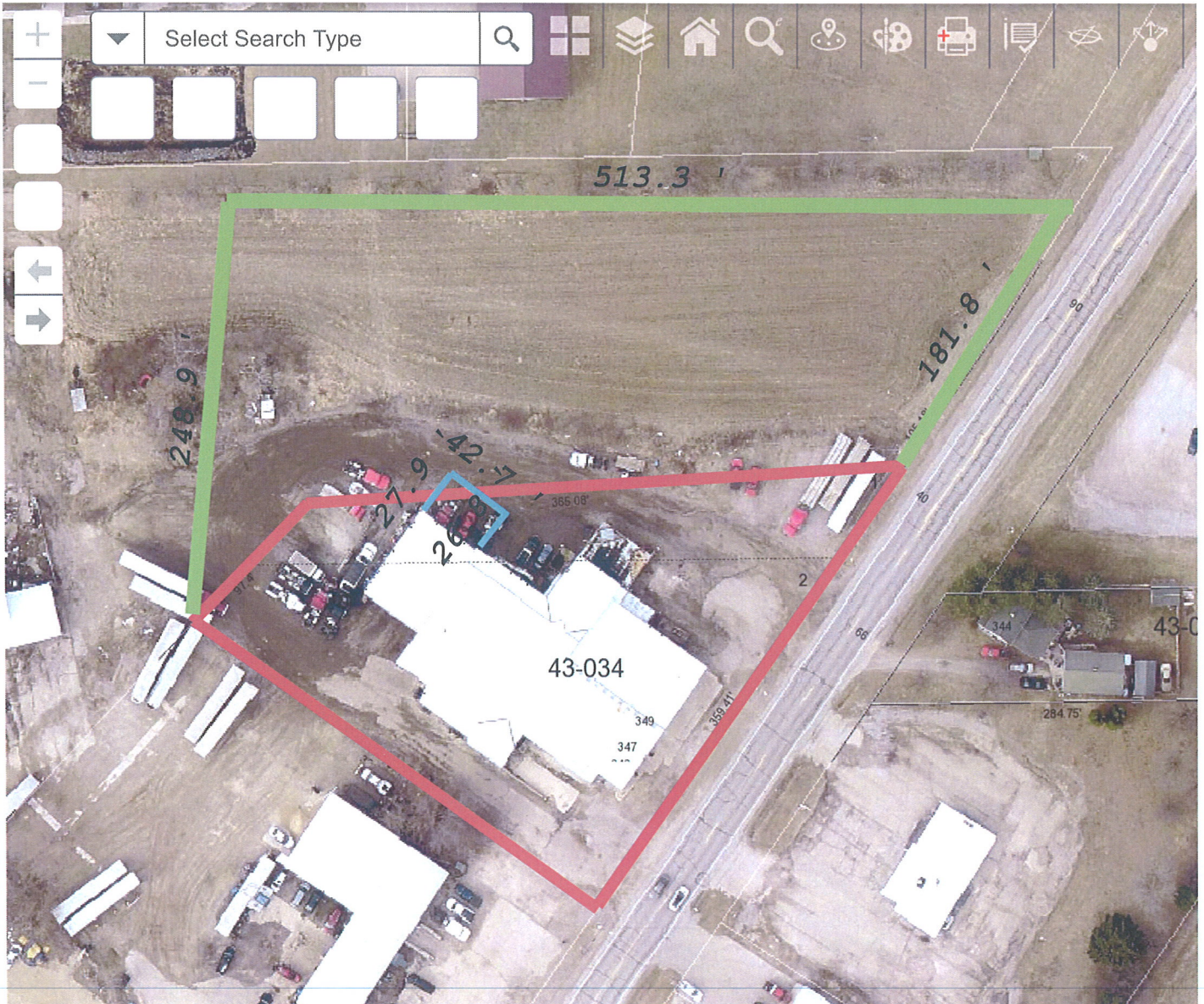
Wood frame, Steel cover & R



Not to scale

RECEIVED
DEC 20 2021
CITY OF WATERLOO





- RTG owns
- want to purchase
- ADDITION

100ft

434,435.49913 2,241,089.48097 Feet

To: 'Timothy Clement' <Timothy.Clement@sacw.com>
Subject: FW: City of Waterloo follow-up on AT&T tower call

Tim,
Please see below. Wisconsin Historical Society Staff Archaeologist Amy Rosebrough was very helpful in providing information, describing the process and state law.

Mo Hansen | Clerk/Treasurer | [City of Waterloo](http://CityofWaterloo.com) | 920.478.3025

From: AMY ROSEBROUGH [<mailto:amy.rosebrough@wisconsinhistory.org>]
Sent: Friday, August 23, 2019 3:56 PM
To: AMY D WYATT <amy.wyatt@wisconsinhistory.org>; mhansen@waterloowi.us
Subject: RE: City of Waterloo follow-up on AT&T tower call

Mr. Hansen,

It appears as though the easternmost portions of the parcel fall within the potential bounds of uncatalogued burial site JE-0098 (shaded red on the map labeled "JE-0098 parcel check"). This site once consisted of a line of conical burial mounds, in addition to a ridged field system (cornfields). Surface indications of the site have been lost, and much—if not all—of the site may be destroyed. I am attaching a copy of our Database record on the site.

Under Wisconsin law, Native American burial mounds, unmarked burials, and all marked and unmarked cemeteries are protected from intentional disturbance. Since we cannot completely rule out the possibility of human remains within the site boundaries, the site retains some protections afforded uncatalogued burial sites. The potential presence of the burial site on the parcel will not prevent its development.

However, per Wis. Stats. 157.70, any work conducted within the red shaded area on the map will require authorization from the Wisconsin Historical Society before proceeding. Authorization may be obtained by filling out a Request to Disturb a Human Burial Sites form. You may find that form, and information about working within reported burial sites in the following articles on our website:

<https://www.wisconsinhistory.org/Records/Article/CS3129>
<https://www.wisconsinhistory.org/Records/Article/CS3132>

Please note, my email does **not constitute a formal review** by Wisconsin Historical Society staff per the provisions of Wis. Stat. §44.40, Wis. Stat. §157.70, or under federal heritage laws. It also does not meet the background research requirements as recommended by the Wisconsin Archaeological Survey.

If human bone is unearthed during any phase of a project, **all work must cease**, and the local authorities contacted. The police or sheriff will determine if the burial is a criminal matter or if it should be referred to the Wisconsin Historical Society at 1-800-342-7834 to be in compliance with Wis. Stat. § 157.70 which provides for the protection of all human burial sites. If we are contacted, **work cannot resume until the Wisconsin Historical Society gives permission.**

Amy L. Rosebrough
Staff Archaeologist
State Historic Preservation Office

Wisconsin Historical Society
816 State Street
Madison, WI 53706
608-264-6494

Amy.rosebrough@wisconsinhistory.org

Wisconsin Historical Society

Collecting, Preserving, and Sharing Stories since 1846

From: AMY D WYATT <amy.wyatt@wisconsinhistory.org>

Sent: Friday, August 23, 2019 2:34 PM

To: mhansen@waterloowi.us; AMY ROSEBROUGH <amy.rosebrough@wisconsinhistory.org>

Subject: FW: City of Waterloo follow-up on AT&T tower call

Hello Mo,

I am on my way out of town for the next week so I'm passing along your question to one of our staff archaeologists, Amy Rosebrough.

Amy, please see attached map from Mo Hansen who is the Clerk/Treasurer of the City of Waterloo. In the course of surveying for an AT&T project proposed on municipal property, the question of a site location has arisen. Could you provide him with information about JE-0098 and how it may or may not intersect city's industrial park?

Thanks!
Amy Wyatt

Amy Wyatt
Digital Historic Preservation Coordinator
State Historic Preservation Office

Wisconsin Historical Society
816 State Street, Madison, WI 53706
608-264-6506
amy.wyatt@wisconsinhistory.org

Wisconsin Historical Society
Collecting, Preserving, and Sharing Stories Since 1846

From: mhansen@waterloowi.us [<mailto:mhansen@waterloowi.us>]
Sent: Friday, August 23, 2019 1:53 PM
To: AMY D WYATT
Subject: City of Waterloo follow-up on AT&T tower call

Amy,
Thanks for our Thursday conversation about a pending cell tower on municipal property. Attached is the municipal parcel. The AT&T project is only a 75 ft. x 75 ft. area on the 17 acre site. My broader question? Is any of the municipal parcel within the area identified on your database. It is my impression that the database notation referenced an area to the north and east of this parcel along STH 19. Thank you in advance.

Mo Hansen | Clerk/Treasurer | [City of Waterloo](http://CityofWaterloo) | 920.478.3025

Mo Hansen

From: William S. Cole <WCole@axley.com>
Sent: Tuesday, December 21, 2021 1:56 PM
To: Mo Hansen
Cc: ben.filkouski@madisoncommercialre.com; Jeni Quimby; Rich Weihert; Janae OConnell; Erika M. Pritchett
Subject: RE: 333 Portland Road and offer to purchase language regarding CSM costs

Mo,

The following language will work. Note, I assume you are using a WB-13 form offer, so I am using terms as defined in the WB-13. If you are using something else let me know as the terms may need to be revised.

“Upon Acceptance, Seller shall obtain a survey of the Property sufficient to legally describe and transfer the Property from Seller to Buyer at closing. If the closing does not occur within the closing deadline stated at lines 36-37 of this Offer, for any reason other than default of the Seller, Buyer shall reimburse the Seller, within 30 days after the closing deadline, for the full cost incurred by the Seller for the survey. Interest shall accrue at 18% annually on all amounts past due. In the event Buyer fails to fully reimburse the Seller as provided herein, and Seller commences legal action to collect said amounts, and substantially prevails in such action, the Buyer shall be responsible for all of Seller’s costs incurred in such action, including reasonable attorney fees. This obligation shall survive termination or expiration of the Offer.”

While it is beyond the scope of your question to me, all involved should be cognizant of the implications of a sale of city land to a sitting alder. Questions may certainly be raised as to it being an inside sale not open to the public and whether the price represents fair market value. Additionally, the alder should ensure the transaction does not implicate sec. 19.59 (code of ethics), any city ethics code, sec. 946.12 (misconduct in public office), or sec. 946.13 (private interests in public contracts). Whether these sections apply depends upon the specific facts. To mitigate these concerns I would recommend at a minimum (1) the council declare the property surplus and unnecessary, and (2) the property be offered for sale to the public for the highest price.

Bill

William S. Cole

Phone: 608.283.6766
Axley Brynelson, LLP

From: Mo Hansen <mhansen@waterloowi.us>
Sent: Saturday, December 18, 2021 6:58 AM
To: William S. Cole <WCole@axley.com>
Cc: ben.filkouski@madisoncommercialre.com; Jeni Quimby <mayor@waterloowi.us>; Rich Weihert <alderatlargeb@waterloowi.us>; Janae OConnell <janaeloconnell@gmail.com>
Subject: 333 Portland Road and offer to purchase language regarding CSM costs

Bill,

I am writing to ask for your assistance with an active offer-to-purchase process for a sliver of 333 Portland Road. We have a CDA meeting Tuesday (12/21). The City’s broker for 333 Portland Road, Ben Filkouski, is asking for language for the offer to purchase negotiations which protects the City from certified survey map expense exposure.

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON December 21, 2021 [DATE] IS (AGENT OF BUYER)

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

3 The Buyer, RTG Enterprise LLC 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 January 7, 2022.

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 _____

254 _____ **[insert proposed use**
255 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
256 **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**

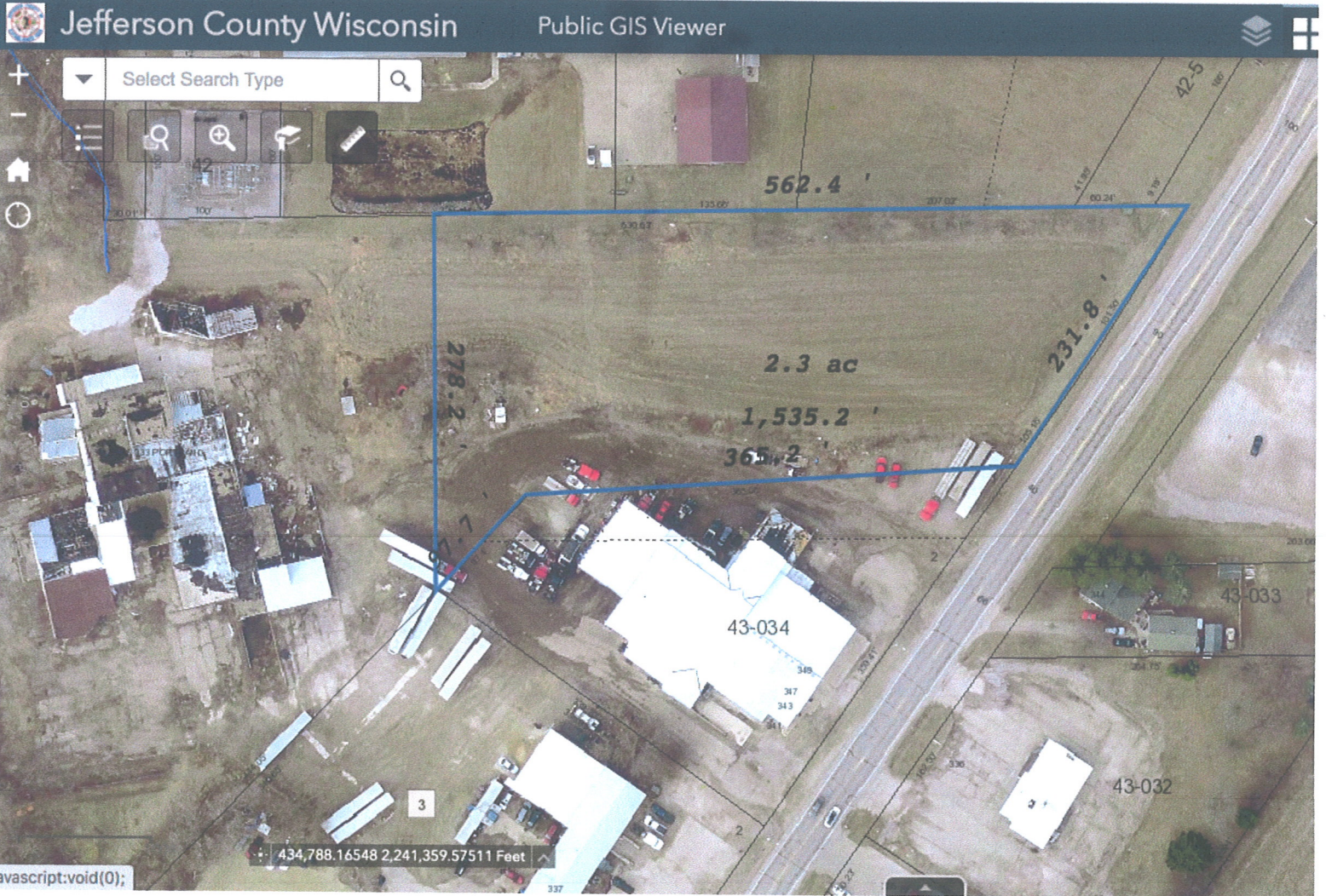
651 Upon Acceptance, Seller shall obtain a survey of the Property sufficient to legally
652 describe and transfer the Property from Seller to Buyer at closing. If the closing does
653 not occur within the closing deadline stated at lines 36-37 of this Offer, for any reason
654 other than default of the Seller, Buyer shall reimburse the Seller, within 30 days after
655 the closing deadline, for the full cost incurred by the Seller for the survey.* Interest
656 shall accrue at 18% annually on all amounts past due. In the event Buyer fails to fully
657 reimburse the Seller as provided herein, and Seller commences legal action to collect said
658 amounts, and substantially prevails in such action, the Buyer shall be responsible for all
659 of Seller's costs incurred in such action, including reasonable attorney fees. This
660 obligation shall survive termination or expiration of the Offer.

661
662 * RTG Enterprise, LLC approves the \$3,400 Estimate from Kunkel
663 Engineering Group on 1/2/15/2021
664

Addendum A

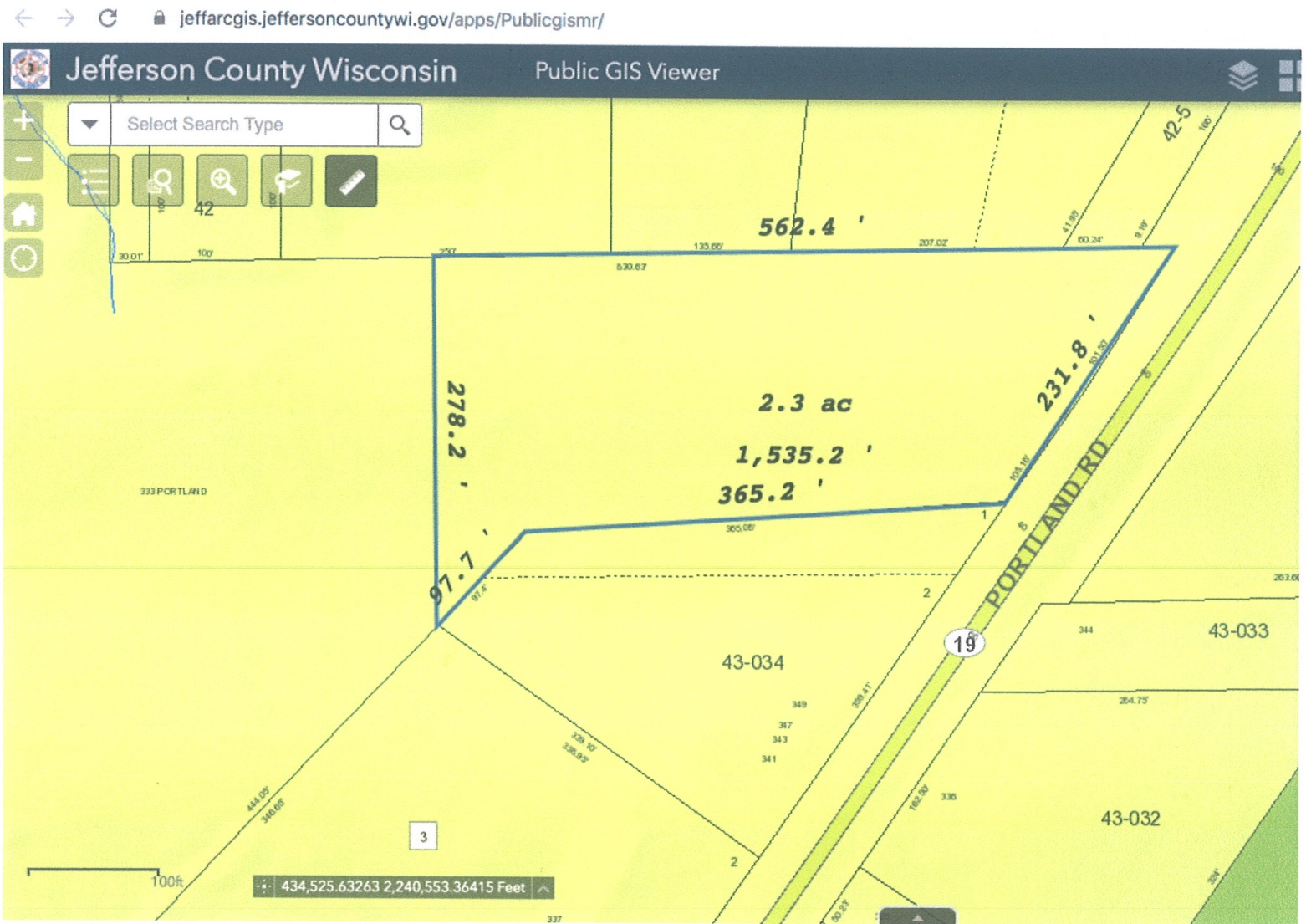
Page 2 of 2

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



Addendum A

Page 1 of 2



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

TO: COMMUNITY DEVELOPMENT AUTHORITY
FROM: CLERK/TREASURER
SUBJECT: TAX INCREMENTAL FINANCE OVERVIEW & PROGRESS REPORT
DATE: DECEMBER 18, 2021

TAX INCREMENTAL FINANCE OVERVIEW & PROGRESS REPORT

1. [Department of Revenue Resource Page](#)
2. Department of Revenue Video Resources
 - a. [Tax Incremental Finance Basics](#)
 - b. [Roles & Responsibilities](#)
 - c. [Creating a Tax Increment District](#)
 - d. [Tax Incremental Finance Web Resources](#)
3. Ehlers & Associates, David Ferris
 - a. Tax Incremental District 101 (attached)
4. City of Waterloo [Tax Incremental Finance Page](#) with detail on Districts 2, 3 and 4
 - a. [Adopted Policy](#)
 - b. Ben Filkouski marketing 333 Portland Road



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

ORDINANCE 2022-01
Changes Shown In Red

Amending Section 140-15 Unsafe Buildings of The Municipal Code To Allow For Greater Regulation Of Razing And The Removal Of Scrap And Salvageable Equipment And Materials From Vacant Buildings.

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

SECTION I: Section 140-15 Unsafe Buildings is hereby rescinded and recreated as follows:

~~§ 140-15 Unsafe buildings.-~~

~~Whenever the Building Inspector finds any building or part thereof within the City to be, in his judgment, so old, dilapidated or so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use, and so that it would be unreasonable to repair the same, he shall order the owner to raze and remove it at the owner's expense. Such order and proceedings shall be carried out in the manner prescribed for the razing of buildings in § 66.0413, Wis. Stats. Where the public safety requires immediate action, the Building Inspector shall enter upon the premises with such assistance as may be necessary and cause the building or structure to be made safe or to be removed, and the expenses of such work may be recovered by the City in an action against the owner or tenant.~~

[INSERT HERE Parks Falls Wisconsin text from Ordinance 19-006, updated to insert "Waterloo" where applicable.]

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

BY ORDER OF THE CITY COUNCIL OF THE CITY OF WATERLOO

Mayor

Attest:

Date Adopted: _____

Date Published: _____

Mo Hansen

From: Mo Hansen
Sent: Friday, September 17, 2021 4:59 PM
To: William S. Cole; Chris Butschke
Cc: Megan J. Jerke; Jeanne Ritter (jritter@waterloowi.us); Charles Kuhl
Subject: FW: Salvage/Razing Ordinance - review
Attachments: 5dcc24499dd62.file.pdf

City Attorney and Building Inspector:

Please review and comment on a proposal from Alder Kuhl for consideration of Park Falls language. Do our current ordinances address Alder Kuhl's concern(s)? The timing here is a compressed. The CDA meeting is scheduled for 9/21 at 6 pm. Thank you in advance.

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

From: Mo Hansen
Sent: Friday, September 17, 2021 4:56 PM
To: 'City of Waterloo, Mayor' <mayor@waterloowi.us>; 'HenningB@waterloo.k12.wi.us' <HenningB@waterloo.k12.wi.us>; Janae OConnell <janaeloconnell@gmail.com>; Kait Sharpe <ksharpe1228@gmail.com>; Kuhl Charles (alderatlargea@waterloowi.us) <alderatlargea@waterloowi.us>; leeannwoods@icloud.com; michellesoter@gmail.com; Petts Jeanette (alder4-5@waterloowi.us) <alder4-5@waterloowi.us>; Rich Weihert (alderatlargeb@waterloowi.us) <alderatlargeb@waterloowi.us>
Cc: Eric Rhynes <alder2@waterloowi.us>; Jason Schoenwetter (alder1@waterloowi.us) <alder1@waterloowi.us>; Mike Tschanz (mtschanz@waterloowi.us) <mtschanz@waterloowi.us>; Ron Griffin (griffinrepair@gmail.com) <griffinrepair@gmail.com>; Thomas Tim (alder3@waterloowi.us) <alder3@waterloowi.us>
Subject: FW: Salvage/Razing Ordinance - review

Community Development Authority,

Alder Kuhl has asked that the attached be placed on the CDA's 9/21 agenda. The meeting materials was distributed earlier today. With this request, we will amend the agenda Monday, in advance of Tuesday's meeting and seek comment Building Inspector and City Attorney.

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

From: Charles Kuhl <alderatlargea@waterloowi.us>
Sent: Friday, September 17, 2021 4:48 PM
To: Mo Hansen <mhansen@waterloowi.us>; Rich Weihert <alderatlargeb@waterloowi.us>; Jeni Quimby <mayor@waterloowi.us>
Subject: Fwd: Salvage/Razing Ordinance - review

Can we get this in front of CDA this Tuesday. I have spoken with both Richard and the Mayor.

Charles Kuhl
Alderman at Large
City of Waterloo, Wisconsin

From: Charles Kuhl
Sent: Monday, September 13, 2021 1:04:48 PM
To: Barry Sorenson <bsorenson@waterlooutilities.com>; Rich Weihert <alderatlargeb@waterloowi.us>; Jeanette Petts <alder4-5@waterloowi.us>; Jeni Quimby <mayor@waterloowi.us>; Tim Thomas <alder3@waterloowi.us>; Ron Griffin

<alderatlargec@waterloowi.us>; Eric Rhynes <alder2@waterloowi.us>

Subject: Salvage/Razing Ordinance - review

All - not sure if current ordinance addresses protection for the city in salvage situations, but would we be best to look into this when zoning is looked into....or should CDA look more closely into this? This is from Park Falls, and protects the City should someone decide to salvage a premise but not raze it. This potentially could result it derelict premises, which could cause blight or in the least redeployment issues. I feel the Burger King site was salvaged....and feel this could apply to other potential properties here.

Forwarding for thought.

Mo feel free to redistribute to anyone you feel should see it.

Charles Kuhl
Alderman at Large
City of Waterloo, Wisconsin

ORDINANCE NO. 19-006

Section 15-1-9: REGULATION AND PERMIT FOR RAZING BUILDINGS.

The Common Council of the City of Park Falls ordains the amendment of Section 15-1-9: Regulation and Permit for Razing Buildings follows:

Section 1:

- (a.) **Purpose.** The purpose of this Section is to regulate the razing or demolition and the removal of scrap and salvageable equipment and materials from vacated buildings without immediate functional replacement. The City of Park Falls finds that such removal may result in the complete abandonment of the property and reduce the chance that such property will in the future be devoted to any productive or enjoyable public or private use, and therefore cause conditions which will create health and safety hazards and aggravate blight, interfere with the enjoyment of and reduce the value of private property, and interfere with the safety and welfare of the public.

- (b.) **Permit and Definition of “Demolition.”** No person shall raze or demolish any building within the City without first obtaining a permit from the Building Inspector, unless otherwise exempted under this section. For purposes of this section, the terms “demolition” and “razing” shall be used interchangeably, and shall be defined as a license for the deconstructing, destroying, razing, tearing down, or wrecking of any building including its foundation in an environmentally responsible manner, protective of worker safety. Demolition shall include any partial demolition and any interior demolition affecting more than 10 percent of the replacement value of the structure as determined by the Building Inspector. Any demolition work shall include (1) proper disposal of recyclables, solid waste, and hazardous materials pursuant to applicable regulations and approved plans, if any; (2) the controlled removal of materials to be salvaged or intended to be reclaimed or saved from destruction from the interior of a building including, but not limited to, machines, wire, conduit, equipment, steel, wood, copper, aluminum, glass, brick, concrete, asphalt material and the like; (3) termination of utilities serving the premises including permits and final inspections and approvals; (4) removal of driveways and repair of public sidewalks, as may be required; (5) site cleanup and restoration including grading, landscaping and fencing, as required; (6) compliance with all other applicable building regulations including, but not limited to, Section 30.08 of the Wisconsin Uniform Building Code; and (7) payment to the City of any outstanding taxes, fees, citations, or assessment owed.

Building Inspector. In this section, the “Building Inspector” means the Building Inspector identified by the City or any other City employee or officer designated and assigned by the City to act on an application under this section.

- (c.) **Permit Grant for Properties with Buildings In Excess of 100,000 Cubic Feet.** Properties with buildings exceeding a total of 100,000 cubic feet require Common Council approval. The Common Council may consider the permit application only after receiving the recommendation of the Board of Public Works.

Prior to making its recommendation to grant or deny the application, the Board of Public Works shall consider: (1) the application; (2) the report, if any, of the Building Inspector; (3) the expertise and financial condition of the applicant and/or owner; (4) the effect of the proposed operation on the surrounding neighborhood; (5) the conditions in which the site and building will be left upon completion of the proposed demolition, including the post-demolition plan; (6) the effect on the City of having a stripped structure remain, if the structure is not proposed to be immediately razed or immediately renovated; (7) the presentation, if any, of the applicant; (8) the comments of the public; and (9) such other matters germane to the decision.

In making a recommendation, the Board of Public Works shall address the following matters: (1) the amount of the irrevocable letter of credit, which shall in no case be less than 120 percent of the project cost, to be required by the City Attorney of the permittee as a condition of issuance of the permit and as a requirement of operation; (2) other State or local permits as required by law, rule or regulation that must be obtained as a condition of issuance of the permit or as a condition of operation; (3) reasonable special operating requirements to be required of the permittee; and (4) such other matters or limitations as the Board of Public Works determines is necessary to protect the public interest.

After all conditions of issuance have been satisfied, the Building Inspector shall issue the permit to the applicant, who may then be referred to herein as permittee or permit holder.

- (d.) **Application.** The owner of a building to be razed shall sign the permit application. In the alternative, an agent for the owner may sign the permit application upon providing written authorization verifying permission of the owner to apply for the permit. The Building Inspector may require additional information, such as proof the applicant has sufficient financial resources and ability to complete the project, including, but not limited to: (a) identification of materials to be recycled; (b) a performance schedule; (c) financial assurances, including a project pro forma detailing projected revenues and expenses; (d) environmental assessment, asbestos or other reports regarding hazardous substances; and (e) other State or local permits as required by law, rule or regulation. The owner and demolition contractor/operator shall be jointly and severally liable for performance under a permit issued pursuant to this section.
- (e.) **Fees.** Permit fees shall be established by resolution of the Common Council.
- (f.) **Irrevocable Letter of Credit or Alternative Forms of Security.** Any application for a permit to engage in the razing of buildings within the City shall be accompanied by an irrevocable letter of credit which meets the following requirements:
 - 1. In an amount no less than 120 percent of the estimated project cost;
 - 2. Name the City as a beneficiary;
 - 3. Be irrevocable and unconditional;
 - 4. Be conditioned for payment to the City solely upon presentation of the letter of credit and a sight draft, which shall direct the issuing lending institution to pay the City without any explanation, affidavit or documentation;
 - 5. Expire not earlier than one year after completion of the last act by permittee of demolition or salvage (unless the one-year period is waived or modified by the Common Council), or after the expiration of a permit issued under this section to the permittee, whichever is later;
 - 6. Issued by a company certified by the State to conduct such business within Wisconsin.

The irrevocable letter of credit shall be a guarantee of performance by the permittee. The City Attorney shall act as the reviewing authority for the letter of credit. The letter of credit shall be delivered to the attention of the City Attorney, who may reasonably require a greater amount on a case-by-case basis, where deemed necessary to protect the City. In considering the amount of the irrevocable letter of credit, the City Attorney shall consider: (1) the recommendation, if any, of the Building Inspector; (2) the expertise of the applicant; (3) the applicant's work history; (4) the capitalization of the applicant; (5) the scope of the proposed project; (6) the possible environmental hazards that could be created or currently exist; (7) the effect of the proposed operation on the surrounding neighborhood; and (8) the cost of remediation on the City, should the City have to address any matter due to the unwillingness or inability of the permittee to complete its obligations

- (g.) **Comprehensive Liability Insurance.** An applicant for a permit shall provide proof of comprehensive liability insurance in the amount of \$1,000,000 per occurrence and per person, \$1,000,000 property damage, and \$5,000,000 pollution legal liability where risk is presented of exacerbation of existing environmental pollution or discharge or any hazardous waste to the environment or asbestos removal, abatement, remediation, or dumping/disposal in a Federal or State regulated facility is required. The City may require a greater or lesser minimum amount down to and including (\$0) of pollution legal liability insurance, depending on the circumstances of the project that is the subject of the permit. Such coverage shall be maintained for the duration of the project and shall be a condition of a permit issued under this section. In addition, the permittee shall agree to indemnify and hold the City harmless from any and all claims, demands, actions, judgments, liabilities and obligations of any nature whatsoever arising from the demolition activity or site restoration for which the permit is issued, including any attorneys' fees and costs incurred by the City as a result thereof. In addition to liability insurance, the Building Inspector or City Attorney may require additional coverages including, but not limited to, automobile liability, pollution legal liability or other environmental insurance coverage, and workers' compensation.
- (h.) **Disconnection of Utilities.** The owner or agent shall notify all utilities having service connections within a building to be razed, such as water, electric, gas, sewer, telecommunications, and other connections. A permit to demolish or remove a building shall not be issued until the Building Inspector has determined that all appurtenant equipment, such as meters and regulators, has been removed, and service connections are sealed and plugged correctly. No permit to demolish or remove any building shall be issued without written proof of the notification and appropriate removal of appurtenant equipment provided to the Building Inspector.
- (i.) **Sewer and Water Connections.** During demolition, sewer pipes shall be protected to prevent entrance of sand, earth or other foreign materials. Upon completion of demolition, the ends of all underground sewer or drain pipes shall be securely stopped with watertight and durable material. The water supply and sewer systems shall be abandoned inside the lot line by a licensed master plumber.

If the water service from the property line to the connection at the watermain in the public right-of-way is constructed of lead or galvanized iron, the entire water service shall be abandoned at the watermain by the property owner and is not permitted for reuse. All water services abandoned at the watermain shall be witnessed by City personnel, who shall furnish a report to the City. Failure to do so shall require excavation and street restoration at the owner's expense to verify abandonment.

Abandonment of services shall take place at the same time as building demolition.

- (j.) **Dropping Materials- Chutes Required.** Where a space on the ground or on a floor is railed off and openings in boundary walls closed, materials may be dropped into such space. When a protected or enclosed space cannot be provided, material and debris shall be removed through fully enclosed inclined chutes of wood, metal or other approved durable material. Open chutes may be used to lower dismantled falsework or lumber from a height not exceeding 30 feet. The bottom of all chutes shall be equipped with a gate or stop for closing and regulating the flow of materials.
- (k.) **Permit Conditions.** All permits shall be subject to the following conditions:
1. **Permit term.** The razing or demolition of a building shall be completed 90 consecutive calendar days after the permit is issued. The Building Inspector may, at his/her discretion, extend the permit term for cause, on terms and conditions acceptable to the parties and recorded in writing. "Cause" shall mean the inability of the permittee to act due to circumstances beyond permittee's reasonable control and upon the exercise of due diligence.

2. **Inspection of Work.** During the entire period of any demolition project, employees and agents of the City shall have the ability to enter onto the property, at any time, without notice, for inspections. Such ability shall be a condition of the demolition permit. Work authorized by the permit is subject to inspection by the Building Inspector who shall have the authority to order corrective work. Failure to follow the orders of the Building Inspector, or to complete the raze in accordance with the Park Falls Municipal Code, shall give the Building Inspector authority to seek restitution from the letter of credit or alternative security, by any remedies available at law.
3. **Foundation of Razed Building.** Whenever a building has been razed, the foundation thereof, if any, shall be removed to at least two feet below adjacent grade and filled in with clean fill material approved by the Building Inspector with the top two feet of fill material being of dirt or sand. No combustible material may be used for the fill material.
4. **Driveway Approaches, Sidewalks and Slabs.** Remaining driveway approaches shall be removed and replaced with curb and gutter; damaged public sidewalks shall be replaced; and driveway aprons, remaining slabs and private sidewalks shall be removed from the site pursuant to any permits for replacing curb and gutters, driveway approaches and public sidewalks.
5. **Restoration of Site.** Prior to the issuance of a permit under this section by the Building Inspector to a contractor licensed in Wisconsin, the contractor may be required to provide a sufficient level of detail regarding the post-demolition activities, condition and use of the property. The Building Inspector reserves the right to require the property owner or its agent to submit (prior to commencement of any demolition activity) a site plan pursuant to Section 15-1-2(c) of the Park Falls Municipal Code for the property upon which the structure to be demolished is located. All debris, rubbish and other materials not used for fill shall be removed from the site upon completion of demolition work, and the site leveled and graded to provide proper drainage to conform with the grade of adjoining premises, or fenced in with a temporary solid barrier fence not less than four feet high to safeguard the public. The foundation walls shall be removed a minimum of two feet below adjacent grade, and the basement floor broken up to allow free flow of water to its natural grade. The site shall be left in a dust-free and erosion-free condition. Excavations shall be filled with a minimum of three inches of clean, solid fill to match lot grade within five consecutive calendar days of removal of the structure. The contractor shall be responsible for the repair and replacement of any public sidewalk, curb, gutter or street damaged in this process. Any excavation shall be protected with appropriate fences, barriers and/or lights.
6. **Disposal of Debris.** Except for recycled or salvaged materials, the permit holder shall dispose of all building debris in a licensed landfill in a manner compliant with Wisconsin Department of Natural Resources requirements. At any time, the permit holder shall provide to the Building Inspector receipts and/or an itemized list of debris disposed of by dumping or salvage. There shall be no burning of any structure or demolition waste.
7. **Site Safety and Security.** The permit holder shall, during the razing process, maintain the site in a safe and secure condition, and shall promptly report any personal injury and property damage to the Building Inspector.
 - i. All building materials which produce dust or other flying debris shall be sufficiently dampened during removal to minimize floating or blowing into the street or adjoining property. All adjacent streets, sidewalks or other public areas shall be protected by fences and/or scaffolds. The Building Inspector may require additional safety and security methods, including fencing and gating, as deemed necessary to protect the site and restrict access to the public.
 - ii. The structural elements of a building or structure shall be taken down one story at a time, beginning from the top, unless a different method is approved by the Building Inspector. All structural parts of each story shall be lowered to the ground by means of approved equipment or devices except as hereinafter provided. No material shall be placed or

allowed to fall in such a manner so as to overload any part of the structure which may be caused to fall because of such practice.

- (l.) **Exceptions.** After consideration of the factors in this section, the Building Inspector may grant an exception to subsections (k)(1), (k)(2) and (k)(3) of this section for any property for which the City will be taking title or for which a related redevelopment plan has been approved by the City. In the exercise of discretion in granting an exception, the Building Inspector shall consider the following factors:
1. Type of contamination that may be on the property or the larger, integrated site associated with the building to be razed;
 2. Suspected level of contamination on the property based on best evidence available;
 3. Possible vectors of migrations from the property;
 4. Any known migration of contamination from the property;
 5. Reasonableness of other means of remediation or containment;
 6. Any communication from the State or Federal government suggesting the necessity or adequacy of maintaining the foundation, or portion thereof, for environmental protection.
- (m.) **Exemption.**
1. Residential Remodeling. This section shall not be construed to apply to contractors or homeowners doing demolition work on part of a one- or two-family residential building which is necessary in the course of remodeling work being conducted under a building permit. The Building Inspector may exempt contractors or homeowners from the irrevocable letter of credit provisions using the same criteria used to establish whether a permit should be granted.
 2. Accessory Buildings and Detached Garages. This section shall not apply to demolition of accessory buildings or detached garages less than 600 square feet in area as measured by the exterior dimensions of the structure.
- (n.) **Special Assessment.** The Building Inspector may elect to recover all costs of enforcement and legal fees through special assessments to be levied and collected as a delinquent tax against the real estate upon which the building is located. Such special assessment shall be a lien upon the real estate. An administrative fee as set forth by resolution of the Common Council shall be added to the special assessment against the benefited property.
- (o.) **Violations and Liability.**
1. It shall be a violation of this ordinance to perform, conduct, direct or allow the demolition of structures except in conformance with a valid permit issued pursuant to this ordinance.
 2. It shall be a violation of this ordinance to disobey an act contrary to any order issued pursuant to this ordinance.
 3. The owner and permit holder shall be jointly and severally liable for any violation of this ordinance and any violation of any condition pursuant to this ordinance, whether caused by act or omission, including applicable fines and penalties together with the City's costs of enforcement, including attorneys' fees.
 4. Any contractor or subcontractor involved in the violation of this ordinance shall be found to have committed a separate violation for which it shall be fully liable, including applicable fines and penalties together with the City's costs of enforcement, including attorneys' fees.
- (p.) **Enforcement, Fines and Penalties.** The Building Inspector shall have the primary responsibility to enforce this section. For purposes of calculating fines and penalties under this ordinance, each day of continuing violation shall constitute a separate offense. Any violation of this ordinance constitutes a public

nuisance and, in addition to other remedies provided or allowed, the City may apply to a court of competent jurisdiction for injunctive relief and the assessment of damages including attorneys' fees and costs.

Section 2: If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a Court of competent jurisdiction or by any agency or of any kind by anyone else, the remainder of this Ordinance shall not be affected.

Section 3: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall take effect and be in effect after passage and publication according to law.

APPROVED:

Michael Bablick, Mayor

ATTEST:

Brentt Michalek, City Administrator/Clerk

Adopted: 11/11/2019
Approved: 11/11/2019
Published: 11/28/2019
Attest: 11/11/2019

City of Waterloo Municipal Code

[TOPIC: RAZING BUILDINGS]

§ 140-15 Unsafe buildings.

Whenever the Building Inspector finds any building or part thereof within the City to be, in his judgment, so old, dilapidated or so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use, and so that it would be unreasonable to repair the same, he shall order the owner to raze and remove it at the owner's expense. Such order and proceedings shall be carried out in the manner prescribed for the razing of buildings in § 66.0413, Wis. Stats. Where the public safety requires immediate action, the Building Inspector shall enter upon the premises with such assistance as may be necessary and cause the building or structure to be made safe or to be removed, and the expenses of such work may be recovered by the City in an action against the owner or tenant.

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