



136 North Monroe Street  
Waterloo, WI 53594  
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[www.waterloowi.us](http://www.waterloowi.us)

**CITY OF WATERLOO COUNCIL AGENDA**  
**COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET**  
**Thursday, July 7, 2022 – 7:00 p.m.**  
**Participate Remotely Or In-Person**  
**Updated 7/6/2022 1:45 pm**

Join Zoom Meeting <https://us02web.zoom.us/j/89780046757?pwd=Lp2fFbpcQt3RSBQdTnT0mJNP7B-mC0.1>  
Meeting ID: 897 8004 6757 Passcode: 121774  
Dial by phone +1 312 626 6799 US (Chicago)

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

- 1) CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL
- 2) MEETING MINUTES APPROVAL : June 16, 2022 open and closed session
- 3) CITIZEN INPUT / PUBLIC COMMENT
- 4) OLD BUSINESS
- 5) MEETING SUMMARIES (since last Council meeting)
  - a) 06/21/2022 CDA
  - b) 06/22/2022 Board of Review
  - c) 06/27/2022 Fire/EMS Meeting
  - d) 06/28/2022 Plan Commission
  - e) 06/28/2022 Library Board
  - f) 06/07/2022 Public Safety & Health Committee
  - g) 06/07/2022 Public Works & Property Committee
- 6) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
  - a) Plan Commission
    - i) Ordinance §385-10 B(7) Conditional Use Application, Wesley Schmidgall, For The Property Located at 131 Mill St, Waterloo. The applicant is requesting a conditional use permit to allow for an additional garage on the subject parcel. A conditional use permit is required for a Residential District (R-2) property when an additional garage or accessory building exceeds 144 square feet. Tax Parcel 290-0813-0533-028. Also known as 131 Mill St.
    - ii) Ordinance §385-31 Changes and Amendments of the Zoning Code of the City of Waterloo. Application. Duquaine Development regarding the property located along N Monroe St and Clarkson Rd. Parcel #290-0813-0611-006, located in Waterloo. The land use-rezoning request is to allow a changed in land use from existing Agricultural District (A) §385-18 to a Planned Development (PDD) §385-31 for purposes of establishing residential dwelling units on the parcels. Lot Description : LOT 1, CSM 6081-35-257, DOC 1426857.
  - b) Finance
    - i) 2011 Ford F550 Truck – engine issues. Discussion on how to proceed.
    - ii) Skag Cheetah mower – engine issues Discussion on how to proceed.
  - c) Cable TV Board
    - i) Confirming Paula Jacobs for the open board position (2021-2024)
  - d) Public Safety and Health
    - i) Event Permit – Block Party Milwaukee St Tuttle – July 16<sup>th</sup>

e) Plan Commission & CDA

- i) 333 Portland Road – CDA and Plan Commission recommend accepting the offer to purchase from Nate Snyder. [NOTE: The City Council may meet in closed session per Wis. Stat. 19.85(1) 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. Upon concluding a closed session, the Committee will reconvene in open session.]

7) NEW BUSINESS

- a) Resolution 2022-23 Appointing Sarah Davison as a Deputy Clerk for Election Administration Purposes

8) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

9) ADJOURNMENT

Jeanne Ritter Clerk/Deputy Treasurer

Posted & Emailed: 06/30/2022

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

## CITY OF WATERLOO COMMON COUNCIL - MEETING MINUTES: June 16, 2022

[a digital recording of this meeting also serves as the official record]

- 1) CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Mayor Quimby called the meeting to order at 7:00 p.m. Alderpersons present: Cummings, A. Kuhl, C. Kuhl, Griffin, Thomas, and Petts. Alderpersons attending remotely: none. Absent: Weihert. Others attending remotely or in-person: Police Chief Sorenson; Treasurer/Deputy Clerk Tschanz; Utility Supervisor Sorenson; Utility Office Manager Joy Bisco; Library Director Kelli Mountford; Clerk Jeanne Ritter; Ben Heidemann, David Ferris from Ehlers, Mitchell Leisses, Andrew Nothem DDS, Marcia Jasek DDS, Emma Sowieja DDS, Nicole Forster, Dr. Jennifer Myszkowski and WLOO videographers. The pledge of allegiance was recited.
- 2) MEETING MINUTES APPROVAL: June 2, 2022 [Cummings/Griffin] VOICE VOTE: Motion Carried.
- 3) CITIZEN INPUT / PUBLIC COMMENT – Andrew Nothem, DDS and Dr. Jennifer Myszkowski spoke in favor of fluoride. Stating it is important in early development. Would be happy to discuss further. Mayor Quimby explained discussion was possible with citizen input but if they were interested in being on the agenda they could be added to a future meeting.
- 4) OLD BUSINESS
  - a) Leschinger Street – Semi-traffic using newly constructed street (6/2/2022) Update from City Engineer. Mitch Leisses explained road construction. When they were working on utilities on Leschinger they discovered pipes only 2 feet under the ground. They go over the box culvert that currently exists there. Leisses has some concern with larger trucks using this road way on a daily basis. Also, the hydrant is close to road and could be damaged by trucks due to turning radius. Motion to reconsider prior motion of trucks on Leschinger [Petts/Cummings] VOICE VOTE: Motion carried. C. Kuhl & A. Kuhl abstain. Motion to keep truck traffic off of Leschinger as it was before c. [Thomas/Petts] VOICE VOTE: Motion carried. C. Kuhl & A. Kuhl abstain.

Motion to move 8 c & d up in the agenda. [Thomas/Kuhl] VOICE VOTE: Motion carried.

- 5) MEETING SUMMARIES (since last Council meeting)
  - a) 06/07/2022 and 6/16/2022 Finance, Insurance & Personnel Committee
- 6) CONSENT AGENDA ITEMS
  - a) May Reports of City Officials & Contract Service Providers Motion to approve [Petts/Cummings] VOICE VOTE: Motion carried.
    - i) Parks – no report
    - ii) Fire & Emergency Medical Services
    - iii) Building Inspections
    - iv) Public Works
    - v) Police
    - vi) Library Board
    - vii) Water & Light Utility Commission
    - viii) Watertown Humane Society
    - ix) Cable Television
- 7) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
  - a) Finance, Insurance & Personnel
    - i) May 2022 Financial Statements: General Disbursements \$554,009.32; Payroll \$78,736.75 & Clerk/Treasurer's Reports [\[see on municipal website\]](#) Motion to approve [Thomas/C. Kuhl] ROLL CALL: Ayes Cummings, A. Kuhl, C. Kuhl, Griffin, Thomas and Griffin. Noes none. Absent Weihert. Motion carried.  
  
Motion to move 7 b) ii) to end of agenda. {Thomas/Cummings] VOICE VOTE: Motion carried.
  - b) Waterloo Utilities
    - i) Resolution 2022-19 Review of the Annual Wastewater Treatment Plant Compliance Maintenance Report Motion [Cummings/A.Kuhl] VOICE VOTE: Motion carried.
    - ii) Status and possible action of Industrial Agreements. [NOTE: The City Council may meet in closed session

per Wis. Stat. 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Upon concluding a closed session, the Committee will reconvene in open session. Motion to go into closed session [C. Kuhl/Petts] VOICE VOTE: Motion carried Motion to go into open session. [Petts/Cummings] Motion carried.

Motion to approve the agreements as written subject to adjustments of the adl and upgrades shares with July 15<sup>th</sup> deadline and July 19<sup>th</sup> date for execution [Petts/Cummings] VOICE VOTE: Motion failed 5-1

Motion to approve the agreements as written subject to adjustments of the adl and upgrades shares with June 29<sup>th</sup> deadline and July 1<sup>st</sup> date for execution. [Thomas/C. Kuhl] VOICE VOTE: Motion carried 5-1

#### 8) NEW BUSINESS

- a) Class A & B Beer, Liquor & Cider License Applications Along With A Class C Wine Application For The License Period 7/1/2022 – 6/30/2023. Additional license IMart Store. 300 W Madison St. Waterloo
- b) Cigarette License Applications For the License Period 7/1/2022 – 6/30/2023  
Motion to accept liquor and cigarette license for IMart. [Petts/Cummings] VOICE VOTE: Motion carried.
- c) Resolution 2022-22 Resolution Authorizing the Issuance and Sale of a \$17,114,000 Combined Utility Revenue Bond Anticipation Note, Series 2022A. Dave from Ehlers spoke regarding changes made to prior agreement. This has changed to a taxable Bond. Variable rate draw down loan is the direction they have now chosen to go. Staying with Huntington. Closing date June 30, 2022. Will draw down 1 million on that date then going forward drawing money as needed. Motion to rescind and abandon prior vote regarding Resolution 2022-16. [C. Kuhl/Cummings] ROLL CALL: Aye Cummings, A. Kuhl, C. Kuhl, Griffin, Thomas and Petts. Motion carried. Motion to approve new resolution 2022-22[Cummings/C Kuhl] ROLL CALL: AYE Cummings, A. Kuhl, C. Kuhl, Griffin, Thomas and Petts. Noes none. Absent Weihert. Motion carried.
- d) Waterloo Utilities borrowing with the City for Jefferson St. Project-Bringing this back from the 4/21/2022 meeting for further consideration. Motion to reconsider borrowing with Utility [Thomas/Griffin] Dave Ehlers spoke to consider Utility adding on to Cities current loan. Utility will need to go out for larger loans in the next few years and will pay city back then. Utility will make all payments for their portion. Will not impact taxes. Does raise City debt capacity a bit. Motion to allow Utilities to partner with the city for current loan package(Jefferson St). [Thomas/Cummings] ROLL CALL: Ayes Cummings, A. Kuhl, C. Kuhl, Griffin, Thomas and Petts. Noes none. Absent Weihert. Motion carried.
- e) Resolution 2022-20 Budget Amendment #1
- f) Resolution 2022-21 Contingency Funds-Parks Sump Pump Invoice  
Motion to table both e&f [Thomas/Cummings] VOICE VOTE: Motion carried.

#### 9) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

10) ADJOURNMENT[ C. Kuhl/Petts] VOICE VOTE: Motion carried. 8:45 pm

Attest:

Jeanne Ritter Clerk/Deputy Treasurer



## Jeanne Ritter

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**From:** Ben Filkouski <ben.filkouski@madisoncommercialre.com>  
**Sent:** Tuesday, June 21, 2022 2:54 PM  
**To:** Jeanne Ritter  
**Subject:** Re: CDA Agenda for tonight

Jeanne,

I will not be available tonight.

The developer is Nate Snyder whom owns Snyder Excavating. It sounds like he has had numerous conversations with the municipality regarding his multi-phase development. He is looking to build some man-cave/she-shed service bay type commercial buildings as well as a handful of multi-family buildings. He has not had an engineer layout a site plan as of yet.

Overall the main points here are...

1. The offer is contingent upon municipal approval of engineering & architect plans.
2. The offer is contingent upon executed a developer's agreement for the project.
3. The offer is contingent upon a new certified survey map (CSM) which will parcel the land that is being purchased off from the rest of the parcel. It will also allow the developer to have a parcel zoned for the multi-family portion of the project and keep the current zoning on the part of the parcel that will be for the commercial service bays.
4. We have provided 120 days to get through proposed use contingencies meaning project approval by the municipality.

Please follow up with any questions that the CDA might have pertaining to the offer. I would recommend that the CDA accepts the offer upon review and okay from the municipalities lawyer. From acceptance, the buyer can go ahead and get an architect/engineer to start to layout the site and bring materials for the next CDA meeting for approval.

We also need to confirm what the parcel designated for multi-family will need to be rezoned to.

Thanks,  
Ben

**Benjamin J. Filkouski**  
Broker | Partner | Wisconsin  
*Investment Sales & Leasing*  
Mobile 608-333-7734



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

[www.madisoncommercialre.com](http://www.madisoncommercialre.com)

On Jun 21, 2022, at 2:30 PM, Jeanne Ritter <[jritter@waterloowi.us](mailto:jritter@waterloowi.us)> wrote:

Approved by the Wisconsin Real Estate Examining Board  
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

Madison Commercial Real Estate LLC

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**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON June 20, 2022 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Nate Snyder, and or assigns

4 offers to purchase the Property known as 333 Portland Road

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 One

10 Dollars (\$ 1.00).

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

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 30 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 \$ \_\_\_\_\_ 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 NA

50 \_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**

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

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

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

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

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

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

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

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

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

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 30 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 120 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: Commercial & Residential Multi-Family  
252 Development.

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

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

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

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

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

271 ☒ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the  
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items  
273 related to Buyer's proposed use: All Approvals & Permits related to all phases of the  
274 development. This offer is contingent upon an executed Developer's Agreement.

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 120 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 45 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 13.7 acres, maximum of 14

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: a new Certified Survey Map to be recorded at

293 closing.

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



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

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

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

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

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

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

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

(1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

435 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
 436 Buyer's property located at \_\_\_\_\_  
 437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
 439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
 440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
 441 bridge loan shall not extend the closing date for this Offer.

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

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

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

447 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

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

451 Other: \_\_\_\_\_

452

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

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

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

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

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

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

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

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

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

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

477 ☐ \_\_\_\_\_

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

482 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
 483 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  
 484

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

#### **TITLE EVIDENCE**

■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_

\_\_\_\_\_ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

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

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

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

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

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

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

#### **DEFINITIONS**

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

■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under 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.



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

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

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

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

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

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

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

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

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

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

**Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

**ADDITIONAL PROVISIONS/CONTINGENCIES**

The Offer is contingent upon the approval of a Developer's Agreement between Nate Snyder and/or assigns & The City of Waterloo that shall be executed at closing.

The Offer is contingent upon a new Certified Survey Map to be drafted & approved prior to closing.



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

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

670 Name of Seller's recipient for delivery, if any: Nate Snyder

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

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

673 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

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

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

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

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

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

682 Email Address for Seller: nate@snyderxp.com

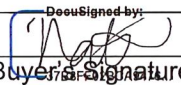
683 Email Address for Buyer: ben.filkouski@madisoncommercialre.com

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

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

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

688

689 (x)  June 20, 2022  
 690 Buyer's Signature ▲ Print Name Here ► Nate Snyder Date ▲

691 (x) \_\_\_\_\_  
 692 Buyer's Signature ▲ Print Name Here ► and or assigns Date ▲

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

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

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

701 This Offer was presented to Seller by [Licensee and Firm] Ben Filkouski, Madison Commercial Real Estate

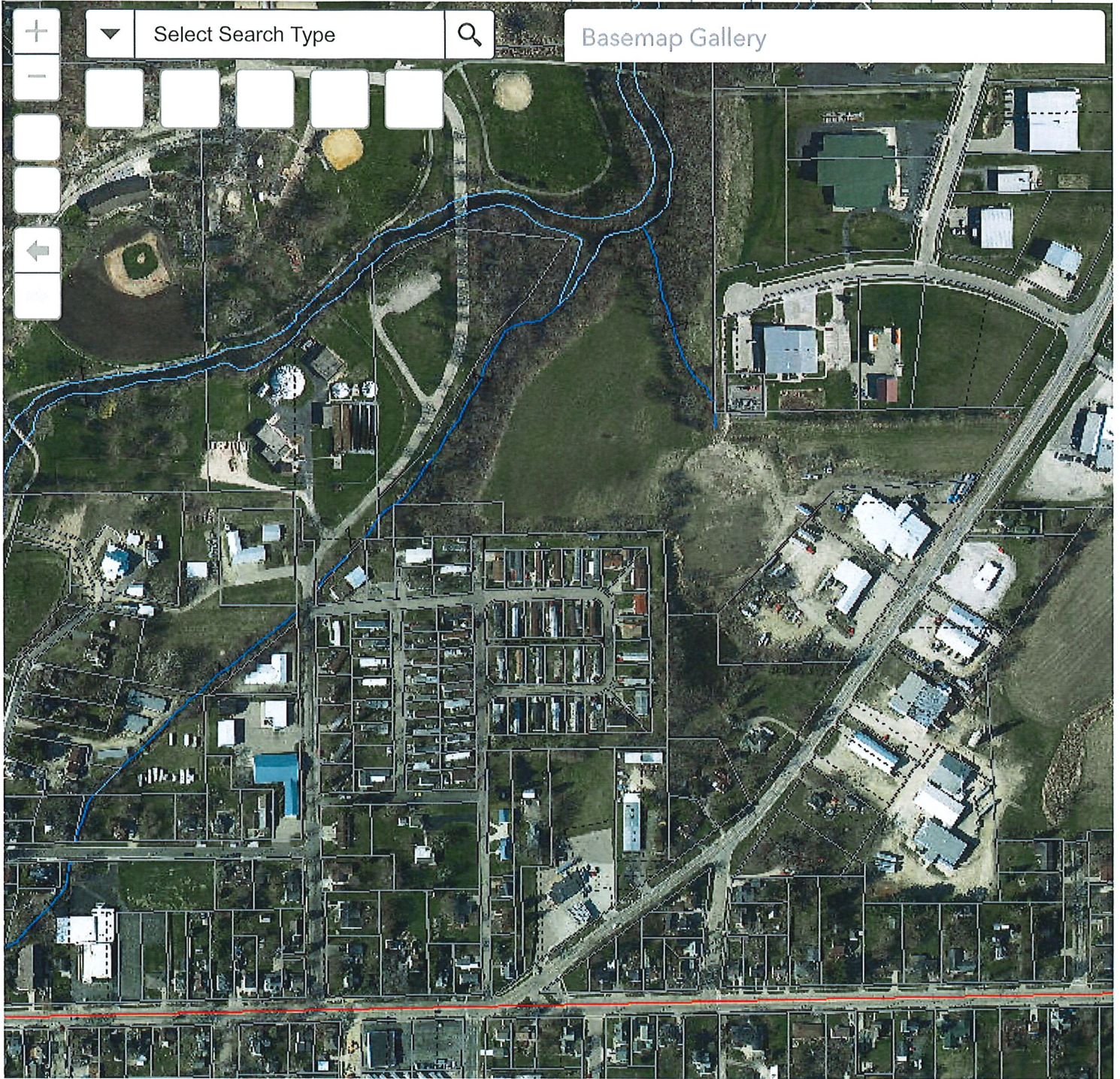
702 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

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



100 ft





400ft

433,912.59490 2,241,158.19558 Feet





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

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**NOTICE OF PUBLIC HEARING FOR CONDITIONAL USE PERMIT UNDER PROVISIONS  
OF CHAPTER §385-10 B (7) OF THE ZONING CODE OF THE CITY OF WATERLOO,  
JEFFERSON COUNTY, WISCONSIN**

Please take notice that the Plan Commission of the City of Waterloo, Jefferson County, Wisconsin, acting under provisions of Chapter §385-10 B(7) of the Zoning Code of the City of Waterloo, shall hold a public hearing on the matter of a conditional use application received from Wesley Schmidgall, owner of 131 Mill St.

The applicant is requesting a conditional use permit to allow for an additional garage on the subject parcel. A conditional use permit is required for a Residential District (R-2) property when an additional garage or accessory building exceeds 144 square feet.

The property is described as follows:

- Parcel 290-0813-0533-028 (OUT LOT 53, ASR PLT)
- Also known as 131 Mill St. Waterloo

Be further notified that the Plan Commission will hear all persons interested or their agents or attorneys concerning the conditional use permit application at a public hearing. The public hearing will be held at **6:00 p.m. on Tuesday, June 28, 2022 in the Council Chamber of the Municipal Building, 136 N. Monroe Street, Waterloo.**

After the public hearing, the Plan Commission shall recommend approval, denial, or conditional approval of the conditional use permit to the Common Council. The City Council will act on the Plan Commission's recommendation at its regular scheduled meeting on Thursday, July 7, 2022.

Jeanne Ritter  
City Clerk/Deputy Treasurer

Pub: The Courier: June 16, 2022



136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198  
Phone (920) 478-3025  
Fax (920) 478-2021  
cityhall@waterloowis.com

285.00

**APPLICATION FOR CONDITIONAL USE PERMIT**  
(Review and Action by City Plan Commission/Common Council)

Number: \_\_\_\_\_ Date Filed: \_\_\_\_\_ Fee Paid: \_\_\_\_\_  
Location of Property: 131 Mill Street Waterloo, WI 53594  
Applicant: Wesley Schmidgall  
Address: 131 Mill Street Waterloo, WI 53594 Telephone: 309-370-8275  
Owner of Property: Wesley Schmidgall  
Address: 131 Mill Street Waterloo, WI 53594 Telephone: 309-370-8275  
Contractor: Spiegelhoff Construction  
Address: N7119 Hillside Drive Watertown, WI 53094 Telephone: 920-900-8584  
Architect or Professional Engineer: N/A  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Legal Description of Property: Detached Garage

Land Parcel Size: \_\_\_\_\_ Present Use: N/A Zoning District: R-2  
Type of Existing Structure (if any): N/A  
Proposed Use of the Structure or Site: Garage Number of Employees: 0

**Terms of Municipal Code**

**Conditional Use Requested**

385-8. R-1 B. Cond. Uses (7)  
Additional garages / Acc Bldgs

Specify Reason(s) for Application: (for example, insufficient lot area, setback, etc.)

385-10 R-2 B (7)

Height see enc. CB

**ATTACH THE FOLLOWING:**

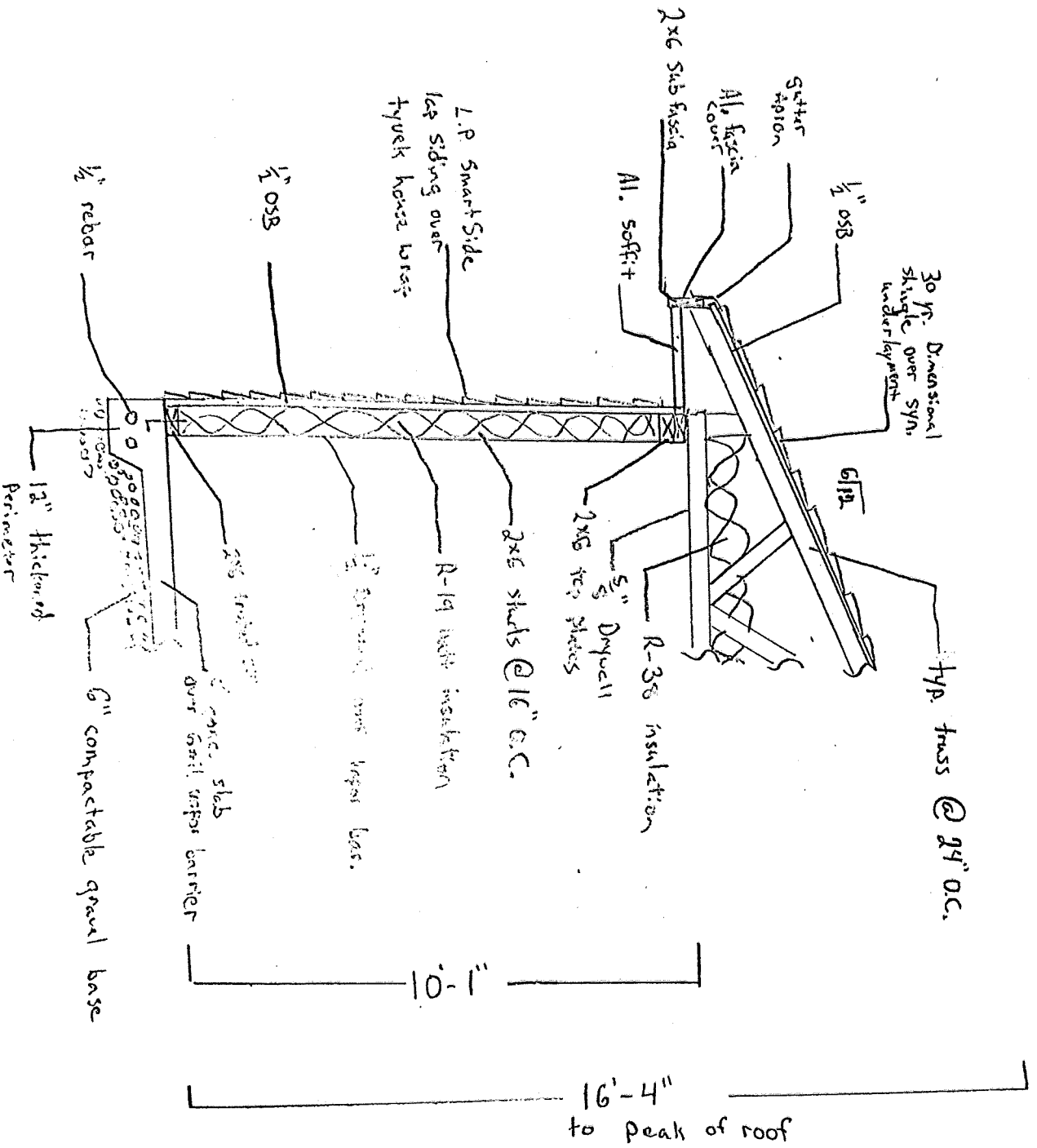
1. Adjoining owners, all names and addresses of all abutting and opposite property owners within 200 feet.
2. Site Plan showing the area involved, its location, dimensions, elevations, drainage, parking, etc., and location of adjacent structures within 200 feet.

Date: 06/06/2022

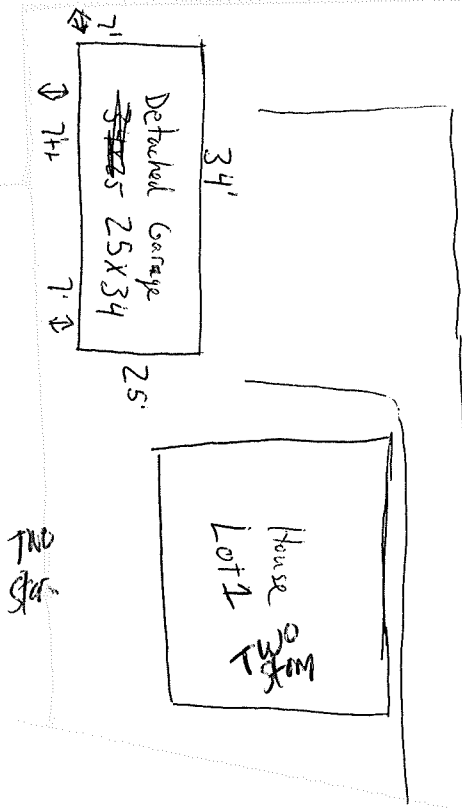
Wesley Schmidgall  
Signature of Applicant

Wall Section

131 Mill St.



Lot 2

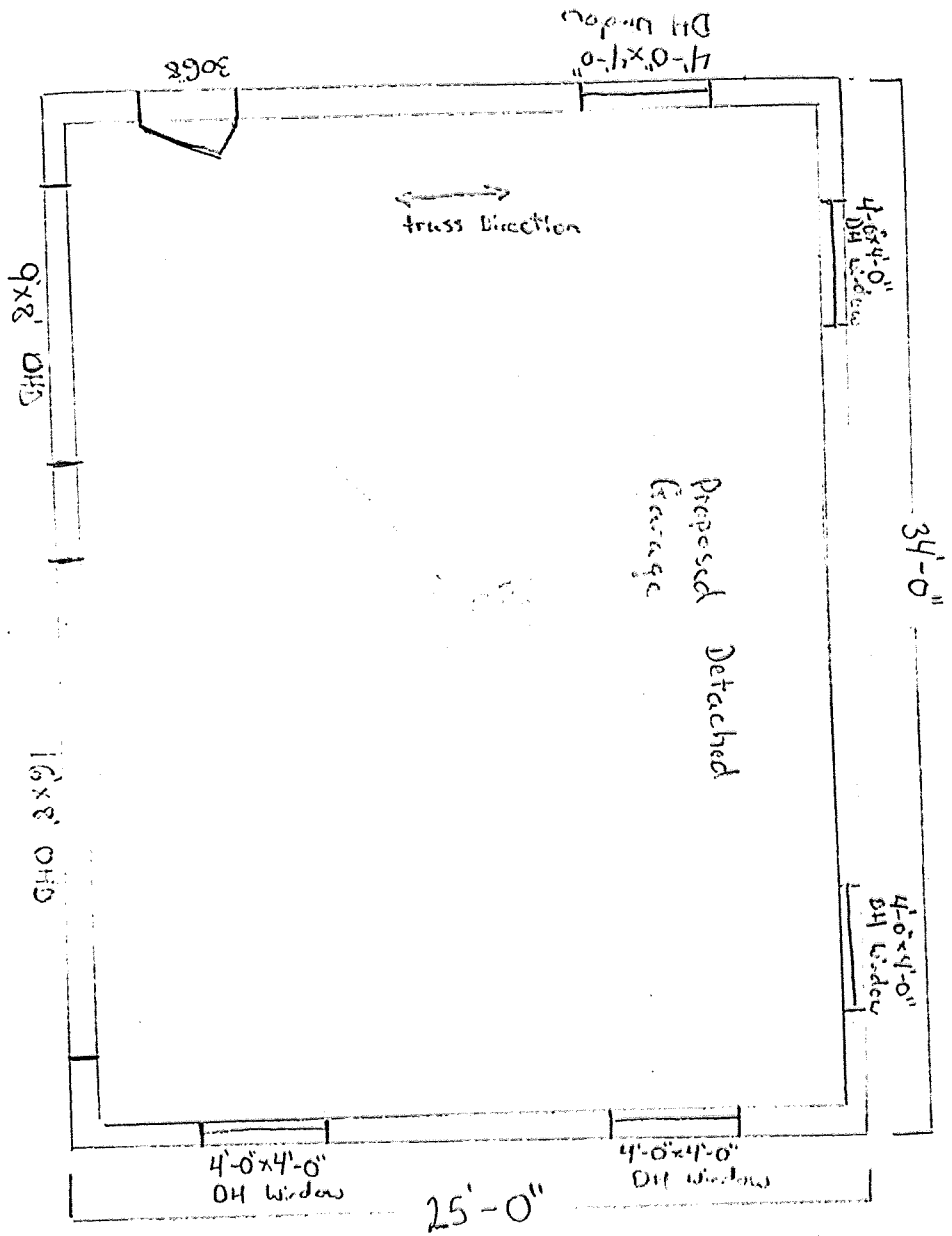


Two story

MILL ST

Floor Plan

131 Mill St.



262-420-4732 SAFEbuilt, Inc.		<b>WI UNIFORM PERMIT APPLICATION</b> Wlinspections@safebuilt.com <i>Inspections need to be called in by 4 pm for next business day inspections.</i>			PERMIT NO.		
					TAXKEY#		
<b>ISSUING MUNICIPALITY</b>	<input type="checkbox"/> TOWN <input type="checkbox"/> VILLAGE <input checked="" type="checkbox"/> CITY	<b>PROJECT LOCATION</b> (Building Address)		131 Mill Street			
	OF <u>Watertown</u> COUNTY: <u>Jefferson</u>	<b>PROJECT DESCRIPTION</b>		<u>8500 Acc Bldg</u> <input type="checkbox"/> COMMERCIAL <input checked="" type="checkbox"/> ONE & TWO FAMILY			
Owner's Name <u>Wesley Schmidgall</u>		Mailing Address - Include City & Zip <u>131 Mill St. Watertown, WI 53594</u>		Telephone - Include Area Code <u>309-370-8275</u>			
Construction Contractor <u>Spiegelhoff Construction</u>		LicNo. <u>1248204</u>		Telephone - Include Area Code <u>920-988-8504</u>			
Mailing Address - Include City & Zip <u>N7119 Hillside Dr. Watertown, WI 53094</u>		DCQ LicNo. <u>1248205</u>		Email			
Dwelling Contractor Qualifier (shall be an owner, CEO, COB, or employee of Dwelling Contractor) <u>Spiegelhoff Construction</u>		LicNo.		Telephone - Include Area Code <u>920-988-8504</u>			
Mailing Address - Include City & Zip <u>N7119 Hillside Dr. Watertown, WI 53094</u>		LicNo.		Email			
Plumbing Contractor <u>Owner</u>		LicNo.		Telephone - Include Area Code			
Mailing Address - Include City & Zip		LicNo.		Email			
Electrical Contractor <u>Owner</u>		LicNo.		Telephone - Include Area Code			
Mailing Address - Include City & Zip		LicNo.		Email			
HVAC Contractor <u>Owner</u>		LicNo.		Telephone - Include Area Code			
Mailing Address - Include City & Zip		LicNo.		Email			
<b>PROJECT INFORMATION</b>			Subdivision Name		Lot No.	Block No.	
Zoning District <u>R-2</u>	Lot Area Sq. Ft.	N.S.E.W. Setbacks	Front Ft.	Rear Ft.	Left Ft.	Right Ft.	
<b>1a. PROJECT</b>		<b>3. TYPE</b>		<b>6. STORIES</b>		<b>9. HVAC EQUIPMENT</b>	
<input type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Raze <input type="checkbox"/> Alteration <input type="checkbox"/> Repair <input type="checkbox"/> Move <input checked="" type="checkbox"/> Other <u>Acc Bldg</u>		<input checked="" type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Multi <input type="checkbox"/> Commercial		<input type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input checked="" type="checkbox"/> Other <u>16-4</u>		<input type="checkbox"/> Forced Air Furnace <input type="checkbox"/> Radiant Baseboard or Panel <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Other	
<b>1b. GARAGE</b>		<b>4. CONST. TYPE</b>		<b>7. FOUNDATION</b>		<b>10. PLUMBING</b>	
Attached <input type="checkbox"/> Detached		<input checked="" type="checkbox"/> Site Constructed <input type="checkbox"/> Mfd. UDC <input type="checkbox"/> Mfd. HUD		<input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Treated Wood <input type="checkbox"/> ICF <input type="checkbox"/> Other		Sewer <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Septic No.	
<b>2. AREA</b>		<b>5. ELECTRICAL</b>		<b>8. USE</b>		<b>11. WATER</b>	
Basement _____ Sq. Ft. Living Area _____ Sq. Ft. Garage _____ Sq. Ft. Other _____ Sq. Ft. TOTAL _____		Entrance Panel Size: _____ amp Service: _____ New _____ Rewire Phase _____ Volts Underground _____ Overhead _____ Power Company:		<input type="checkbox"/> Seasonal <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Municipal Utility <input type="checkbox"/> Private On-Site Well	
					<b>12. ENERGY SOURCE</b>		
					Fuel Nat. Gas L.P. Oil Elec. Solid Solar Space Htg <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Water Htg <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
					* <input type="checkbox"/> Dwelling unit will have 3 kilowatt or more installed electric space heater equipment capacity.		
					<b>13. HEAT LOSS (Calculated)</b>		
					Total _____ BTU/Hr		
					<b>14. ESTIMATED COST</b>		
					\$ <u>30,000.00</u>		
The undersigned hereby applies for a permit to do the work herein described and hereby agrees that all work will be done in accordance with all the laws of the State of Wisconsin and all the municipality ordinances.							
APPLICANT (PRINT): <u>Lauren Schmidgall</u> SIGN: <u>Lauren Schmidgall</u> DATE: <u>6-6-22</u>							
<b>APPROVAL CONDITIONS</b> This permit is issued pursuant to the attached conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. Owner/Builder solely responsible for compliance with all applicable State & Local Building and Zoning codes.							
<b>INSPECTIONS NEEDED</b> Building <input type="checkbox"/> Footing <input type="checkbox"/> Foundation <input type="checkbox"/> Rough <input type="checkbox"/> Insulation <input type="checkbox"/> Bsmt. Fl. <input type="checkbox"/> Final Electric <input type="checkbox"/> Rough <input type="checkbox"/> Service <input type="checkbox"/> Final Plumbing <input type="checkbox"/> Rough <input type="checkbox"/> Underfloor <input type="checkbox"/> Final HVAC <input type="checkbox"/> Rough <input type="checkbox"/> Final							
<b>FEES:</b>		<b>PERMIT(S) ISSUED</b>		<b>SEAL NO.</b> _____ Municipality No. _____			
Building Fee _____ Zoning Fee _____ WI Seal _____ Electric Fee _____ Plumbing Fee _____ HVAC Fee _____ Adm. Fee _____ Other _____ Total _____		Bldg. # At top of form Zoning # _____ Elec. # _____ Plmb. # _____ HVAC # _____		<b>RECEIPT</b> CK # _____ Amount \$ _____ Date _____ From _____ Rec By. _____		<b>PERMIT EXPIRATION:</b> Permit expires two years from date issued unless municipal ordinance is more restrictive.	
						<b>PERMIT ISSUED BY MUNICIPAL AGENT:</b> Name _____ Date _____ Certification No. _____	



REAL ESTATE PAYMENT RECEIPT  
JEFFERSON COUNTY

6/6/2022  
TAX YEAR: 2021

MICHAEL TSCHANZ  
CITY OF WATERLOO  
136 N. MONROE  
WATERLOO, WI 53594

Total Tax: \$855.76  
Less Lottery Credit Claimed: \$235.71  
Less Tax Paid: \$0.00  
Balance Due: \$620.05

Legal Description  
OUT LOT 53, ASR PLT

Parcel Number: 29008130533028  
Bill Number: 000317  
Physical Address: 131 MILL ST

LAUREN SCHMIDGALL  
W8244 ELM POINT RD  
LAKE MILLS, WI 53551

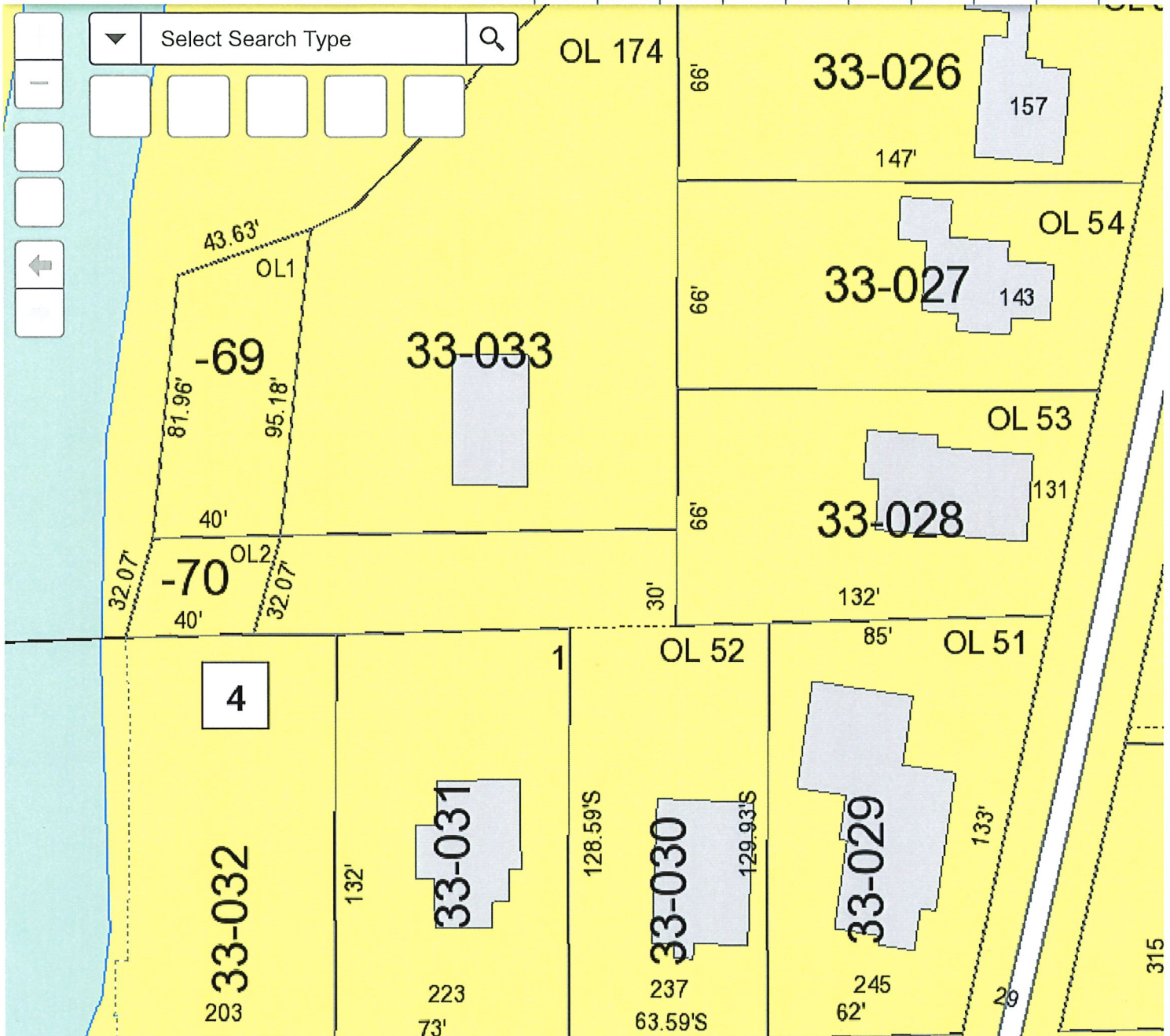
Land Assessment: \$30,000.00  
Improvement Assessment: \$17,000.00  
Total Assessment: \$47,000.00  
EFMV: \$46,300.00  
Special Assessments: \$0.00  
MFL/FCL: \$0.00  
Acreage: 0.19

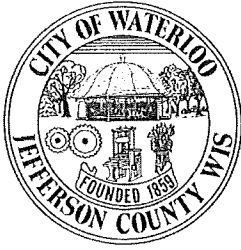
Receipt Date	Operator						
Receipt Number	Paid By	Check #	Batch #	Tax Paid	Refund	Other	Total Paid

THANK YOU



## Jefferson County Wisconsin





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

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**NOTICE OF CITY OF WATERLOO PLAN COMMISSION PUBLIC HEARING FOR LAND USE REZONING  
FROM AN AGRICULTURAL DISTRICT (A) TO A PLANNED DEVELOPMENT DISTRICT (PDD) UNDER  
PROVISIONS OF CHAPTER §385-31 CHANGES AND AMENDMENTS**

Please take notice that the Plan Commission of the City of Waterloo, Jefferson County, Wisconsin, acting under provisions of Chapter §385-31 changes and amendments of the Zoning Code of the City of Waterloo, shall hold a public hearing on the matter of an application from the Duquaine Development, regarding the property located along N Monroe and Clarkson Rd, parcel #290-0813-0611-006, located in the City of Waterloo.

The land use-rezoning request is to allow a change in land use from existing Agricultural District (A) to a Planned Development District (PDD) for purposes of establishing residential dwelling units on the parcels.

The property is described as follows:

Lot Descriptions: LOT 1, CSM 6081-35-257, DOC 1426857.

Be further notified that the Plan Commission will hear all persons interested or their agents or attorneys concerning the recommendation for a land use zoning change at a public hearing to be held at **6:00 p.m., on Tuesday, June 28, 2022 in the Council Chamber of the Municipal Building, 136 N. Monroe Street, Waterloo.**

Subsequent to the public hearing, the Plan Commission shall recommend approval, denial or conditional approval of the land use rezoning request to the Common Council. The Common Council will act on the Plan Commission's recommendation at its regular scheduled July 7, 2022 meeting.

Jeanne Ritter  
City Clerk/Deputy Treasurer

PUB: The Courier: June 9, 2022  
June 16, 2022



Site Concept

Proposed Planned Development District  
Multi-Family Residential Development

Lloyd and Nancy  
Thompson  
Address: N120 Hickory  
Ln

Owner: Douglas  
Denneisen  
Address: W12086  
Clarkson Rd

Owner: Christopher &  
Angela Stuelke  
Address: W12072  
Clarkson Rd

Owner: Timothy & Lynn  
Anderson  
Address: W12060  
Clarkson Rd

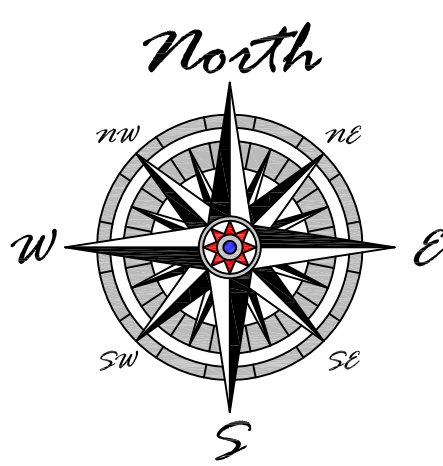
Owner: McKay Nursery  
Holding Co Inc  
Address: W12008  
Clarkson Rd

W. Clarkson Road

96 Units  
120 Garage stalls  
128 Outdoor stalls  
3 - 14 Unit Buildings  
3 - 18 Unit Buildings

Lot 2  
35CSM257

Owner: Thomas,  
Thresa Jaeger  
Address: 200 W  
Clarkson



Outlot 81  
Assessor's Plot of the City  
of Waterloo

Owner: Sharon, Lysle  
Braunschweig  
Address: 1043 N  
Monroe St

Owner: Waterloo School  
District  
Address: 1000 block  
Monroe St

Owner: Crickfer  
Enterprises LLC  
Address: 1003 N  
Monroe St

Owner: Robert and  
Mary Hensler  
Address: 1023 N  
Monroe St

Owner: Watertown  
Medical Center  
Address: 105 Highland  
Terrace

Owner: Watertown  
Medical Center  
Address: 161 Goehl Rd

Owner: KSA Waterloo LLC  
JNG Waterloo LLC  
BEN Waterloo LLC  
MAD Waterloo LLC  
Address: 1085 Jayston  
Ter 100

Owner: Aaron, Krista Sale  
Address: 1061 Jamie St  
Owner: Chad and Christina  
Neumaier  
Address: 1041 Jamie St

Owner: Erica and  
Matthew Pick  
Address: 1031 Jamie  
St

S.T.H. "89"

N. Monroe Street



PROJECT NO.  
P01, # D-6322

SHEET NO.  
1 of 1

DRAWING NO.  
S-3590

Duquaine Development

Mau & Associates, LLP  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Website: www.mau-associates.com  
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

TAX PARCEL NO. 290-0813-0611-006

PDD  
Site Layout Concept

SCALE  
1"=40'

DRAWN BY  
SMB

File: D-6322Site Plan 051122.dwg

Data File: D-6322.txt

Fieldwork Completed: xx/xx/xx

# Monroe and Clarkson Apartments

*Planned Development District*

6.65 acre development located at N Monroe and W Clarkson  
Multi-family residential development  
96 Units  
Three 14 Unit Buildings  
Three 18 Unit Buildings  
June 2, 2022

## **Table of Contents**

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PDD Details	5
Plans and Renderings	6

Steve Bieda  
Mau and Associates  
400 Security Blvd Ste 1  
Green Bay, WI 54313

Jeanne Ritter  
City of Waterloo Clerk-Deputy Treasurer  
136 N Monroe St  
Waterloo, WI 53594

June 1, 2022

RE: Petition for Rezone/Planned Development District

Dear Clerk Ritter,

Please find this letter along with the attached application documents as a petition to request for a zoning change for approval for a Planned Development District located at Clarkson and Monroe for the purpose of creating a multi-family residential development.

Mau and Associates is an agent for Duquaine Development who is looking to develop and construct the property at the southwest corner of Clarkson and Monroe (Parcel No. 290-0813-0611-006) to create a multi-family community consisting of 96 total residential units. Three 14-unit buildings, three 18-unit buildings and 3 detached garage buildings are proposed on the 6.65 acre property.

Duquaine Development has constructed and/or developed numerous projects throughout eastern Wisconsin over the decades. We believe this development would provide high quality, market-rate housing options in Waterloo; providing housing options to meet the on-going demand for new quality residences in the area.

A site concept layout map, written narrative, and examples of recent Duquaine Development projects are enclosed with this petition. An e-mailed copy of these documents has been sent to Jeanne Ritter and Everett Butzine.

We appreciate your consideration and look forward to discussing this concept in the near future.

Kind regards

Steve Bieda  
Mau and Associates



## Project Team

Owner (Future)	Duquaine Development 4329 Nicolet Drive Green Bay, WI 54311 Contact: Keith Duquaine 920.371.1973
Project Manager	Duquaine Development 4329 Nicolet Drive Green Bay, WI 54311 Contact: Jake Hoffman 920.371.8834
Planning/Civil Engineer	Mau and Associates 400 Security Boulevard Green Bay, WI 54313 Contacts: Jon LeRoy and David Meister 920.434.9670

# **PDD Description**

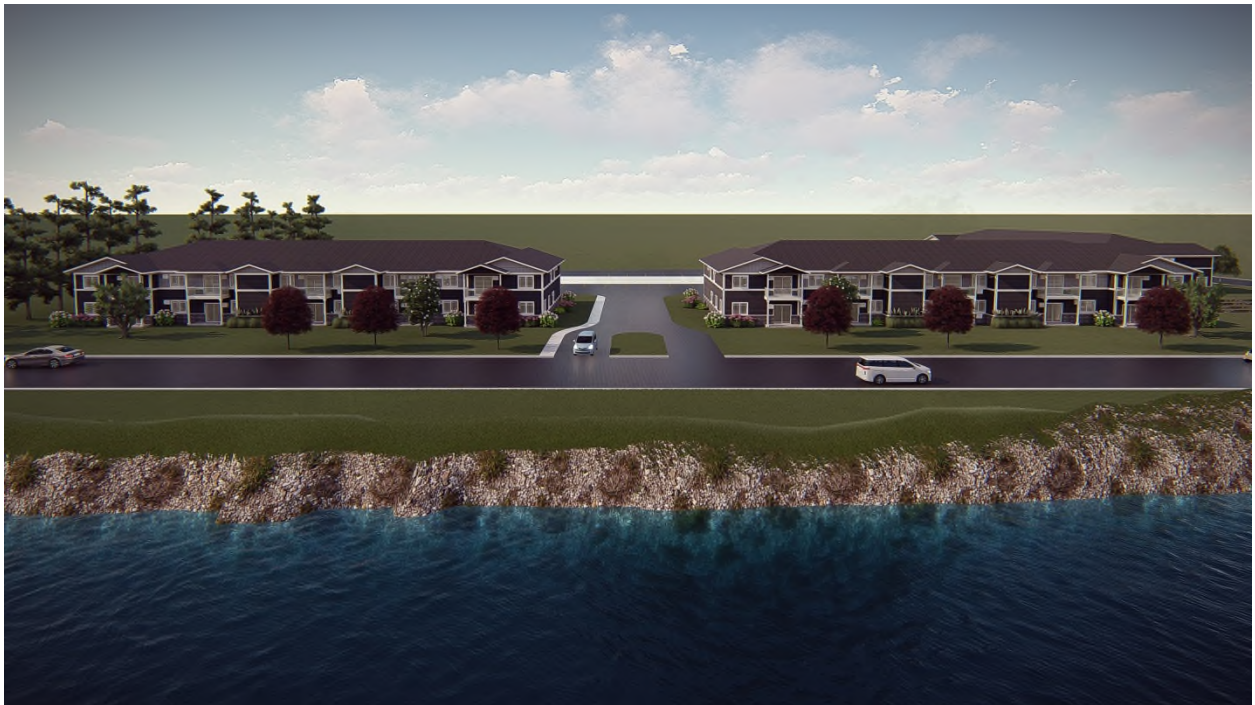
## **Project Overview**

The 6.65 acre site is located at the southwest corner of W Clarkson and N Monroe. The development includes three eighteen (18) unit buildings and fourteen (14) unit buildings. The units will include some attached garages stalls which will be inward site facing. Most parking will be placed in surface stalls on sides of buildings or interior detached garage stalls. Storm water management to be handled by a pond at the south edge of the property. This project looks to create two story apartment homes which place building fenestration along the public facing right of way and edge of property while placing needed parking stalls to the center of the property.

Building designs are in development, but will have a similar look and feel to a project which was designed and constructed by Duquaine Development in Sun Prairie. In addition, Duquaine Development has built projects in Jefferson County in the city of Lake Mills and throughout eastern Wisconsin. Duquaine Development will construct, design and own the proposed Monroe and Clarkson Apartments. Duquaine has experience throughout the state in design, build and ownership. The closest example of this is at the Stonewood Crossing Apartments in Sun Prairie. Examples of previous builds are attached.

We look forward to your consideration of this development. We believe we have worked well in communities of this size in filling an ever growing need to provide quality housing options for existing and new residents.

**Duquaine Development Apartment Builds  
(Duquaine built and operated units)  
Riverside Dr. Howard, WI**





**Duquaine Development Apartment Builds  
(Duquaine built and operated units)  
Stonewood Crossing Sun Prairie, WI**



**Duquaine Development Apartment Builds  
(Duquaine designed and built)  
Liberty and Bird Apartments Sun Prairie, WI**





**Duquaine Development Apartment Builds  
(Duquaine built)  
Rock Creek Apartments Lake Mills, WI**



*City of Waterloo, WI  
Tuesday, June 7, 2022*

## Chapter 385. Zoning

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

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

#### A. Permitted uses.

- (1) Uses permitted in the R-1 District.
- (2) Boardinghouses, up to four paying guests or boarders, including bed-and-breakfast establishments.

#### B. Conditional uses.

- (1) Conditional uses permitted in the R-1 District.  
[Amended 3-15-2007 by Ord. No. 2007-05]
- (2) Two-family dwellings.
- (3) Multifamily dwellings.
- (4) Funeral homes.
- (5) Public hospitals and rest homes.
- (6) Private clubs, fraternities and lodges, except those whose chief activity is customarily carried on as a business.
- (7) Additional garages or accessory building exceeding 144 square feet.  
[Added by Ord. No. 95-11; amended 11-5-2009 by Ord. No. 2009-17]
- (8) Zero lot line or common wall construction single-family dwelling.  
[Added by Ord. No. 2-01]

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

- (1) Single-family dwellings. Same as for R-1 District.
- (2) Two-family dwellings.
  - (a) Lot frontage: minimum 100 feet.
  - (b) Lot area: minimum 12,000 square feet.
  - (c) Principal building:
    - [1] Front yard: minimum 30 feet.
    - [2] Side yards: minimum 15 feet.

- [3] Rear yard: minimum 25 feet.  
[Amended 9-3-2020 by Ord. No. 2020-08]
- [4] Building height: maximum 35 feet.
- (d) Accessory building:
  - [1] Front yard: minimum 30 feet.
  - [2] Side yards: minimum five feet.
  - [3] Rear yard: minimum five feet.
  - [4] Building height: maximum 15 feet. Accessory buildings shall not exceed 15 feet in height as measured to the roof peak except in those cases where the existing home and at least two of the abutting property homes are two stories in height or more. In those cases the accessory building can be up to 25 feet in height. The maximum area in those cases shall be the "footprint" of the building, not the total floor area.
  - [5] Floor area per dwelling unit: minimum 900 square feet.
  - [6] Off-street parking: minimum two spaces per unit. (See also § **385-23** of this chapter.)
- (3) Multifamily dwellings.
  - (a) Lot frontage: minimum 100 feet.
  - (b) Lot area: minimum 12,000 square feet.
  - (c) Principal building:
    - [1] Front yard: minimum 30 feet.
    - [2] Side yards: minimum 15 feet.
    - [3] Rear yard: minimum 25 feet.  
[Amended 9-3-2020 by Ord. No. 2020-08]
    - [4] Building height: maximum 35 feet.
  - (d) Accessory building:
    - [1] Front yard: minimum 25 feet.
    - [2] Side yards: minimum five feet.
    - [3] Rear yard: minimum five feet.
    - [4] Building height: maximum 15 feet. Accessory buildings shall not exceed 15 feet in height as measured to the roof peak except in those cases where the existing home and at least two of the abutting property homes are two stories in height or more. In those cases the accessory building can be up to 25 feet in height. The maximum area in those cases shall be the "footprint" of the building, not the total floor area.
  - (e) Number of stories: maximum two.
  - (f) Lot area per dwelling unit: minimum 3,600 square feet.
  - (g) Floor area per dwelling unit:
    - [1] One-bedroom unit: minimum 600 square feet.
    - [2] Two-bedroom unit: minimum 800 square feet.
    - [3] Three-bedroom unit: minimum 1,000 square feet.

(h) Off-street parking: 1 1/2 spaces per unit. See also § **385-23** of this chapter.

(4) Zero lot line or common wall single-family units.

[Added by Ord. No. 2-01]

(a) Lot frontage: minimum 50 feet each unit.

(b) Lot area: minimum 6,000 square feet each unit.

(c) Principal building:

[1] Front yard: minimum 30 feet.

[2] Side yards: zero feet on one side and a minimum of 15 feet on the other side.

[3] Rear yard: minimum 25 feet.

[Amended 9-3-2020 by Ord. No. 2020-08]

[4] Building height: maximum 35 feet.

(d) Accessory building:

[1] Front yard: minimum 30 feet.

[2] Side yards: minimum five feet.

[3] Rear yard: minimum five feet.

[4] Building height: maximum 15 feet. Accessory buildings shall not exceed 15 feet in height as measured to the peak except in those cases where the existing home and at least two of the abutting property homes are two stories in height or more. In those cases the accessory building can be up to 25 feet in height. The maximum area in those cases shall be the "footprint" of the building, not the total floor area.

[5] Floor area per dwelling unit: minimum 1,000 square feet.

[6] Off-street parking: minimum two spaces per unit. (See also § **385-23** of this chapter.)

D. Zero lot line duplexes/common wall construction dwellings.

[Added by Ord. No. 2-01]

(1) The plans, specifications and construction of zero lot line duplexes shall require that the installation and the construction of sewer, water and other utility services be done in such a manner as to provide separate systems to each dwelling unit.

(2) A minimum one-hour fire-rated wall shall separate living areas from the lowest floor level, including the basement, to the underside of the roof sheathing. Such basement wall, if any, shall be masonry.

(3) When attached dwelling units are created, matters of mutual concern to the adjacent property owners due to construction, catastrophe and maintenance shall be guarded against by private covenant, deed restrictions and the approving authority.

(4) Deed restrictions. Deed restrictions shall provide:

(a) Each side of the building shall be constructed at the same time and in such a way as to be harmonious with the other side so that the overall effect is aesthetically pleasing.

(b) Each side of the dwelling shall be provided with a minimum of two trees and foundation planting covering 1/2 of the street side of the unit. Lots shall be maintained equally with respect to lawn care and pruning of shrubs and trees.

(c) The dwelling shall be painted, stained or sided one color scheme and any subsequent repainting, staining or siding shall be one color scheme, or according to the plan



established by these covenants. The covenants shall describe exterior property maintenance and what is or is not permitted.

- (d) These covenants shall further discuss the housing of dogs, cats or other domesticated household pets.
- (e) Violation of these covenants shall be handled by the signing parties.
- (f) Copies of the deed restrictions and private covenants shall be placed on file in the Clerk-Treasurer's office and recorded by the office of the Register of Deeds for Jefferson County.
- (g) Changes to covenants or deed restrictions shall require an amendment to the special use approval or conditional use permit required by this chapter.
- (h) Each dwelling shall maintain a common wall which shall be a minimum one-hour fire wall running from the lowest floor level, including the basement, to the underside of the roof sheathing.
- (i) No fences shall be permitted along the zero lot line in the front or rear yards.

*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

**§ 385-31 Changes and amendments.**

- A. Authority. Whenever the public necessity, convenience, general welfare or good zoning practice require, the City may, by ordinance, change the district boundaries or amend, change or supplement the regulations established by this chapter or amendments thereto. Such change or amendment shall be subject to the review and recommendation of the Plan Commission.
- B. Initiation. A change or amendment may be initiated by the Council, the Plan Commission or by a petition of one or more of the owners or lessees of property within the area proposed to be changed.
- C. Petitions. Petitions for any change to the district boundaries or amendments to the regulations shall be filed with the Clerk-Treasurer and shall describe the premises to be rezoned or the regulations to be amended, list the reasons justifying the petition, specify the proposed use and have attached the following:
  - (1) A plot plan showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts and the location and existing use of all properties within 200 feet of the area proposed to be rezoned.
  - (2) The owners' names and addresses of all properties lying within 200 feet of the area proposed to be rezoned.
  - (3) Additional information required by the Plan Commission.
  - (4) Fees as stated in the City of Waterloo Fee Schedule. **[Amended 11-17-2005 by Ord. No. 2005-4]**
- D. Recommendations. The Plan Commission shall hold a public hearing as provided for in § 62.23(7)(d), Wis. Stats., and review all proposed changes and amendments within the corporate limits and shall recommend that the petition be granted as requested, modified or denied. The recommendation shall be made at a meeting subsequent to the meeting at which the petition is first submitted and shall be made in writing to the Council.
- E. Council action. After careful consideration of the Plan Commission recommendations, the Council shall vote on the passage of the proposed change or amendment. If the Council denies the proposed change or amendment, a similar petition for such change or amendment may not be submitted for a period of one year.
- F. Protest. In the event of a protest against such district change or amendment to the regulations of this chapter, duly signed and acknowledged by the owners of 20% or more of the land included in such proposed change, or by the owners of 20% or more of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20% of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such changes or amendments shall not become effective except by the favorable vote of 3/4 of the members of the Council voting on the proposed change.

City of Waterloo, WI  
Tuesday, June 7, 2022

## Chapter 385. Zoning

### § 385-17. Planned Development Districts (PDD).

[Amended 7-2-2009 by Ord. No. 2009-09]

A. Purpose; general description.

- (1) The Planned Development District provides a regulatory framework to encourage improved environmental design by allowing flexibility in the development of land while ensuring compliance with the basic intent of the Zoning Code and with the City's Comprehensive Plan. The Planned Development District has no set standards and specifications. A developer may propose uses or combinations of uses and configurations of intensity and density of development. Through a process of Plan Commission review, public hearing and Common Council review and approval, accompanied by discussions with the developer and, as appropriate, with other interested parties, an agreement may be reached between the property owner and the City. The terms of the agreement constitute the zoning requirements for the property. These requirements have the same legal force and effect as do standard zoning requirements.
- (2) As a general rule, the project size should be at least 96,000 square feet to achieve the community benefits of PDD zoning. Projects encompassing less than 96,000 square feet are presumptively too small, but may still be submitted and considered.

B. Criteria for approval. As a basis for determining the acceptability of a Planned Development District, the following criteria shall be applied to the general implementation plan, with specific consideration as to whether or not it is consistent with the general purpose and intent of the City's Zoning Code and Comprehensive Plan, whether it has been prepared with competent professional expertise and guidance, and whether it produces significant community benefits of an environmental design nature or otherwise that compensate for modifications in normal zoning requirements, to wit:

- (1) Character and intensity of land use. The uses proposed and their intensity and arrangement on the site shall:
  - (a) Respect the physical attributes of the site, with particular concern for preservation of natural features, tree growth and open space;
  - (b) Produce an attractive environment of sustained aesthetic and ecological desirability, economic stability and functional practicality compatible with development prospects for the area;
  - (c) Not adversely affect the anticipated provision of school or municipal services; and
  - (d) Not create a traffic or parking demand incompatible with the existing or proposed facilities to serve it.
- (2) Economic feasibility and impact. The proponents of a Planned Development District shall provide evidence satisfactory to the Plan Commission and the Common Council that the project will not adversely affect the economic prosperity of the City or the values of surrounding properties.

- (1) Following submission of an application including all of the information required under Subsections **B** and **C** and the payment of the required fees, the matter shall be placed on a Plan Commission agenda for concept review. Initial review is review of the project at the concept level and is not binding. The preferred procedure is for one or more iterations of Plan Commission initial review to occur prior to introduction of a formal petition for rezoning. The applicant may seek to accelerate review by introducing the rezoning petition prior to Plan Commission initial review. Whenever the required petition is introduced, the normal rezoning procedure occurs, including notice and hearing before the Plan Commission. The issues that are the subject of this public hearing are the rezoning request and the general implementation plan.
  - (2) If the Plan Commission determines more information is needed in order to adequately evaluate the application, it shall notify the applicant of the additional information required and may defer consideration of the application until such information has been provided. If the Plan Commission determines that it requires the assistance of one or more independent consultants, such as an engineer, hydrologist, soils scientist, or land use planner, in order to adequately evaluate the application, it shall notify the applicant of such determination and may require the applicant to make a cash deposit with the City Clerk or fund the City's hiring of the consultant(s); and may defer consideration of the application until the consultant(s) has (have) been retained and provided the City with the assistance required to adequately evaluate the application.
  - (3) Once the application has been submitted and the Plan Commission completes its conceptual review, and provided a petition for rezoning to a PDD has been filed, together with all other information required hereunder, the Plan Commission shall hold a public hearing thereon in accordance with the provisions of this Code.
  - (4) Following the required public hearing before the Plan Commission, the Plan Commission shall meet to make a determination and recommendation whether to advise the Common Council to approve the rezoning and the general implementation plan, to approve it with modifications, or deny it.
  - (5) The Plan Commission's reports and recommendations shall be made in a written report to the Common Council. A complete set of maps, plans and written documentation fully describing the proposed development as recommended by the Plan Commission at a general implementation plan level shall accompany the report of the Plan Commission. In a situation in which the applicant disagrees with certain recommendations of the Plan Commission and is urging the Common Council to approve with modifications, the applicant must supply documentation of those modifications to the Council prior to the matter being placed on the agenda of the Common Council.
- E. Common Council action on general implementation plan. Following receipt of the Plan Commission: recommendations as provided for in Subsection **D(5)** above, the Common Council may either accept the recommendation, reject the recommendation or conditionally accept the recommendation. If the recommendation is accepted or accepted with conditions, the Common Council shall enact a Planning Development District Ordinance relating to the subject property, containing such terms and conditions as it deems appropriate.
- F. Owner's consent following Common Council approval. If the Planned Development District Ordinance as adopted by the Common Council provides explicitly, the area of the PDD may be segmented for purposes of development. Unless segmented, the owners of record of all included parcels must consent in writing within a single thirty-day period following Common Council adoption in order for the PDD rezoning to take effect. If segmented, the written consent rule applies separately to each segment. Consent shall be binding upon future owners of the parcels in question, and such consents may not be conditioned or revocable by owners.
- G. Filing of general implementation plan; effective date. When all of the consent signatures for lands in the parcel being rezoned have been filed with the Zoning Administrator, the documentation on Plan Commission and Common Council action and on the general implementation plan and the



Commission must determine that the specific implementation plan is reasonably consistent with the previously approved general implementation plan.

- (3) If the Plan Commission recommends approval of a specific implementation plan, complete documentation describing the plan, and any contracts that the Plan Commission deems necessary for the implementation of the plan, shall be prepared, reviewed by the Zoning Administrator and, when found to be complete, the Zoning Administrator shall place the plan on the agenda of the Common Council.
- K. Common Council review of specific implementation plan. The Common Council shall consider and act on the specific implementation plan after reviewing the recommendations of the Plan Commission on same. The Common Council shall approve a specific implementation plan that is reasonably consistent with the previously approved implementation plan.
- L. Filing of specific implementation plan; effective date. The provisions of Subsection **G** shall apply to the processing of and consent signatures for a specific implementation plan following approval by the Common Council. Signatures are required by property owners only in the area affected by the specific implementation plan. The Zoning Administrator shall record an affidavit of zoning status fully approved by the Common Council. The recording of the affidavit shall constitute a PDD-SIP zoning of the property in operation; which is effective as of the date of recording of the affidavit.
- M. Effect of SIP approval; alterations. The recording of the affidavit under Subsection **L** above will entitle the applicant to receive the issuance of building and other land use permits to carry out development activities consistent with that approved plan, subject to all applicable provisions of this Code.
  - (1) Any subsequent change of use of any parcel or any modification of the specific implementation plan shall first be submitted for approval to the Plan Commission. If the Plan Commission determines that such change or modification constitutes a substantial alteration of the specific implementation plan, the specific implementation plan shall be required to be amended through the same procedures used to approve, file and record the specific implementation plan. If the Plan Commission determines that such changes or modification does not constitute a substantial alteration of the specific implementation plan, the change may be accomplished by approval of the Plan Commission. Such approved modifications shall be documented and recorded in the official file of the City on the PDD district.
  - (2) The PDD-SIP zoning will expire one year after the recording of the affidavit described in Subsection **L** unless there has been substantial development of the real estate described in the approval specific implementation plan. Substantial development includes, but is not limited to, the recording of approval land divisions, the construction of public infrastructure, and site grading of the subdivided lands. If no such substantial development has occurred, the zoning of the lands expires and reverts to the zoning classification immediately prior to the PDD-GIP district.

*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

**§ 385-18 A Agricultural District.**

The A Agricultural District provides exclusively for agricultural uses. The intent is to help conserve good farming areas and prevent uncontrolled, uneconomical spread of residential development which results in excessive costs to the community for premature provision of essential public improvements and services.

**A. Permitted uses.**

- (1) Churches, schools, parks and municipal buildings.
- (2) Farming.
- (3) In-season roadside stands for the sale of farm products produced on the premises.
- (4) Water storage and sewage disposal plants and power stations, when surrounded by an eight-foot or more woven fence.
- (5) Nurseries, greenhouses and other agricultural uses.
- (6) Uses customarily incident to any of the above uses, including residential uses incident to any of the above uses.

**B. Conditional uses. See also § 385-21 of this chapter.**

- (1) Fur farms.
- (2) Kennels.
- (3) Farm machinery repair businesses including welding and metal fabrication not exclusive to farming or agricultural implements. **[Added 10-7-2021 by Ord. No. 2021-08]**

**C. Lot, yard and building requirements.**

- (1) Lot frontage: minimum 200 feet.
- (2) Lot area: minimum five acres.
- (3) Residence:
  - (a) Yard and building requirements: same as R-1 District.
- (4) Farm buildings:
  - (a) Front yard: minimum 300 feet.
  - (b) Side yards: minimum 300 feet.
  - (c) Rear yard: minimum 300 feet.
  - (d) Building height: maximum 50 feet.

**D. Off-street parking and loading. (See § 385-23.) [Amended 3-15-2007 by Ord. No. 2007-05]**



# Jefferson County Wisconsin

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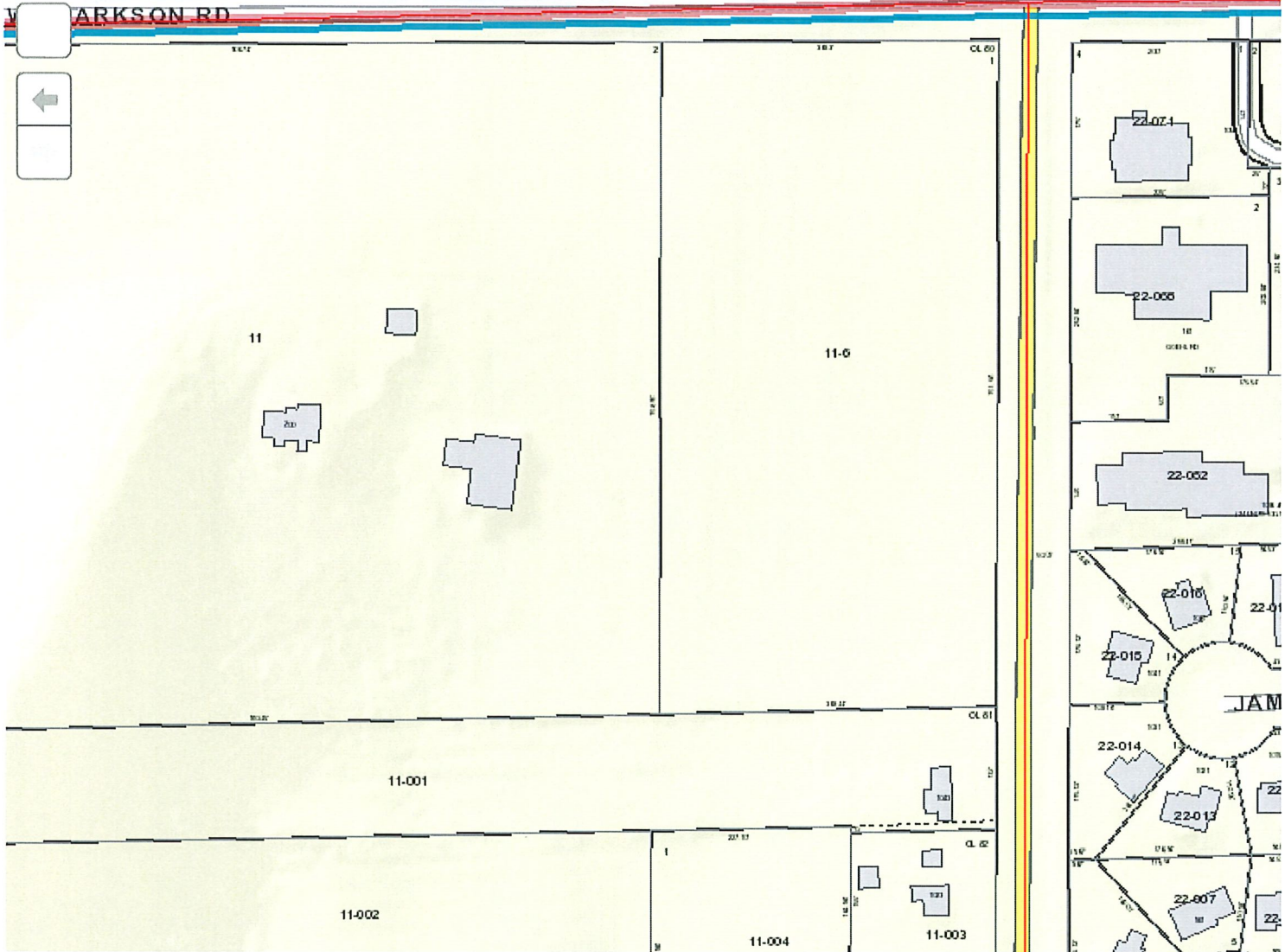
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▼

Select Search Type

Q



200ft

437,802.82729 2,237,242.26540 Feet

## Jeanne Ritter

---

**From:** Mike Tschanz  
**Sent:** Wednesday, July 06, 2022 1:40 PM  
**To:** Jeanne Ritter  
**Subject:** FW: Lawnmower damage claim CP 221705

Hi Jeanne  
Please add this to the finance packet for Thursday 7/7/22

**From:** Weber, Jonathan <jweber@berkleyrisk.com>  
**Sent:** Wednesday, July 6, 2022 12:00 PM  
**To:** Chad Yerges <dpw@waterloowi.us>; Mike Tschanz <mtschanz@waterloowi.us>  
**Subject:** RE: Lawnmower damage claim CP 221705

Hi Chad,

The City does NOT need to fix the old mower. The City can use the money however they want.

Jon Weber  
P&C Claims Manager & Adjuster



222 South Ninth Street, Suite 2700 | Minneapolis, MN 55402  
(o)612-766-3072 | (f) 612-766-3399  
[jweber@berkleyrisk.com](mailto:jweber@berkleyrisk.com) | [www.berkleyrisk.com](http://www.berkleyrisk.com)

**From:** Chad Yerges <dpw@waterloowi.us>  
**Sent:** Wednesday, July 6, 2022 11:56 AM  
**To:** Weber, Jonathan <jweber@berkleyrisk.com>; Mike Tschanz <mtschanz@waterloowi.us>  
**Subject:** RE: Lawnmower damage claim CP 221705 [EXTERNAL]

**\*\* CAUTION: External message**

Jon  
Can I use the \$4669.23 to put towards a new mower or do I have to use the money to fix the old mower?

Chad Yerges  
City of Waterloo – DPW Director  
211 Hendricks Street  
Waterloo, WI 53594

(920) 478-3025

**From:** Weber, Jonathan <jweber@berkleyrisk.com>  
**Sent:** Wednesday, July 6, 2022 10:53 AM  
**To:** Mike Tschanz <mtschanz@waterloowi.us>



**Cc:** Chad Yerges <[dpw@waterloowi.us](mailto:dpw@waterloowi.us)>

**Subject:** RE: Lawnmower damage claim CP 221705

Good morning Mike,

I was able to speak to Chad Jones with Mid State Equipment today. He confirmed the damages with me. We have no issues with the repair estimate (\$5,669.29) Mid-State wrote for the repairs of your lawn mower. It is OK to proceed with repairs from our end. I have processed payment less the policy deductible \$1,000. You should expect to see the payment within a week. You will need to give Mid-State the go ahead on the repairs.

Please let me know if you have any questions.

Jon Weber

P&C Claims Manager & Adjuster



222 South Ninth Street, Suite 2700 | Minneapolis, MN 55402

(o)612-766-3072 | (f) 612-766-3399

[jweber@berkleyrisk.com](mailto:jweber@berkleyrisk.com) | [www.berkleyrisk.com](http://www.berkleyrisk.com)

**From:** Mike Tschanz <[mtschanz@waterloowi.us](mailto:mtschanz@waterloowi.us)>

**Sent:** Friday, July 1, 2022 9:55 AM

**To:** Weber, Jonathan <[jweber@berkleyrisk.com](mailto:jweber@berkleyrisk.com)>

**Cc:** Chad Yerges <[dpw@waterloowi.us](mailto:dpw@waterloowi.us)>

**Subject:** RE: Lawnmower damage claim [EXTERNAL]

**\*\* CAUTION:** External message

Hello Jon

The mower is currently at the dealership. We will reach out to see if they could provide any photos.

The mower has a bent crankshaft in the motor.

Thank you

*Mike Tschanz*  
*Treasurer/Deputy Clerk*  
*City of Waterloo*  
*Phone: 920-478-3025*  
*Web: [www.waterloowi.us](http://www.waterloowi.us)*

**From:** Weber, Jonathan <[jweber@berkleyrisk.com](mailto:jweber@berkleyrisk.com)>

**Sent:** Friday, July 1, 2022 9:47 AM

**To:** Mike Tschanz <[mtschanz@waterloowi.us](mailto:mtschanz@waterloowi.us)>

**Subject:** Lawnmower damage claim

Hi Mike,

I am the adjuster who is going to be handling this new claim. We are having our new loss intake team set up this claim. Do you have any photos of the damage to the lawn mower?

Jon Weber  
P&C Claims Manager & Adjuster



222 South Ninth Street, Suite 2700 | Minneapolis, MN 55402  
(o)612-766-3072 | (f) 612-766-3399  
[jweber@berkleyrisk.com](mailto:jweber@berkleyrisk.com) | [www.berkleyrisk.com](http://www.berkleyrisk.com)

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www.midstateequipment.com

WATERTOWN  
920-261-8118  
SAUK PRAIRIE  
608-643-3307  
SALEM  
262-843-2326

JACKSON  
262-677-8400  
JANESVILLE  
AG 608-754-8450  
CP 608-758-7494

COLUMBUS  
920-623-4020  
608-251-5400  
COLUMBUS RENTAL  
920-623-4300

REMIT PAYMENT TO:  
MID-STATE EQUIPMENT  
4323 E US HWY 14  
JANESVILLE, WI 53546-9494

Ship to:

SAME AS BELOW

Invoice to:

CITY OF WATERLOO  
136 N MONROE STREET  
WATERLOO WI 53594

Branch 01 - WATERTOWN		
Date 06/29/2022	Time 14:23:28 (O)	Page 1
Account No. 4144783025	Phone No. 9204783025	Invoice No. 006263
Ship Via	Purchase Order SCAG CHEETA	
	39-1928978	
	Salesperson DRT	

ESTIMATE EXPIRY DATE: 07/29/2022

## SERVICE ESTIMATE - NOT AN INVOICE

Stock #: 123274 61"34KOHEFI, CHEETAH MS #: L6800330  
Make: SC Model: SCZ61V34  
Is to have the following work done

replace engine and other damage

Part#	Description	Qty	Price	Amount
SG461826	CLUTCH	1	544.94	544.94
SG482881	BLADES	3	27.62	82.86
SG04001-41	BOLT	3	12.55	37.65
SG9278	13X6.5 FLAT FRE	1	169.05	169.05
SG48114-10	LUBE FITTING 1"	1	3.83	3.83
JD8188	CONE	2	6.39	12.78
JD8226	CUP	2	3.71	7.42
SG482622	SEALS	2	9.38	18.76
MISCELLANEOUS CHARGES:				
	Description		Price	Amount
	ENGINE		4000.00	4000.00

Authorization: \_\_\_\_\_

Parts: 877.29  
Labor: 792.00  
Miscellaneous: 4000.00  
TOTAL: 5669.29

SERVICE CHARGE ON OVERDUE ACCOUNTS AT THE RATE OF 1 1/2 % PER MONTH (18 % PER ANNUM)  
I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE ALONG WITH THE USE OF NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE THE ABOVE MACHINE FOR THE PURPOSE OF TESTING, INSPECTION OR DELIVERY AT MY RISK. I AGREE TO PAY CASH ON DELIVERY OF MACHINE AND UNTIL I PAY IN FULL MID-STATE POWER & EQUIPMENT, INC. WILL RETAIN MACHINE ALONG WITH A MECHANIC'S LIEN TO SECURE THE AMOUNT OF REPAIRS.  
IT IS UNDERSTOOD THAT THIS COMPANY ASSUMES NO RESPONSIBILITY FOR LOSS OR DAMAGE BY THEFT OR FIRE TO THE MACHINE PLACED WITH THEM FOR STORAGE, SALE, REPAIR, OR WHILE FIELD TESTING.

I hereby certify that I engaged in the business of farming and that the goods shown on this invoice will be used exclusively in the conduct of that business.

X \_\_\_\_\_

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale products. Any limitations contained herein does not apply where prohibited by law.

X \_\_\_\_\_

SIGNATURE

DATE

[www.midstateequipment.com](http://www.midstateequipment.com)

W1115 Bristol Rd.  
Columbus, WI 53925  
920-623-4020

4323 E US Hwy 14  
Janesville, WI 53546  
608-754-8450

☐ 3660 Scenic Dr.  
Jackson, WI 53037  
262-677-8400

N8690 Highland Rd.  
☒ Watertown, WI 53094  
 920-261-8118

8841 Antioch Rd  
PO Box 10  
Salem, WI 53168  
262-843-2326

☐ S9711 Hwy 12  
Prairie Du Sac, WI 53578  
608-643-3307

☐ 355 Transit Dr. **RENTALS**  
Columbus, WI 53925  
920-623-4300

## CUSTOMER INVOICE

Customer Name	CITY OF WATERLOO		
Address	136 N MONROE STREET		
City	WATERLOO		
State	WI	Zip	53594
County			
Customer PO#			

### Ship To Address

Date \_\_\_\_\_

**Customer Acct#**

Phone#

Cell#

Fax#

Email

**PAYMENT TYPE**

PAYMENT TYPE				
<input type="checkbox"/> Cash	<input type="checkbox"/> Internal charge	<input type="checkbox"/> JD note	<input type="checkbox"/> Mastercard	<input checked="" type="checkbox"/> Customer Clearing
<input type="checkbox"/> Farm Plan	<input type="checkbox"/> Check#	<input type="checkbox"/> JDCRP	<input type="checkbox"/> Visa	<input type="checkbox"/> Other

### EQUIPMENT INFORMATION

New	Usd	Make	Model	Description	Hrs	Tag#	Serial#	Amount	GVW (lbs.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	SC	841X	STTII-61-31DFI				\$15,680.00	
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>			CLAM SHELL KIT				\$3,386.00	
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>			CLAM SHELL INSTALL				\$275.00	
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								

EQUIPMENT DESCRIPTION / NOTES

\$250.00	Freight and Delivery
----------	----------------------

MOWER WILL BE SET UP READY TO GO AND DELIVERED

\$19,591.00	Subtotal
-------------	----------

\$500.00	Less Trade
----------	------------

Convenience Fee

\$19,091.00	Subtotal
-------------	----------

Sales Tax	%
-----------	---

**10% Non-Refundable down payment required prior to ordering of Special ordered and NonStocked items.**

Payoff Amount

**TRADE INFORMATION:** ALLOWANCE ON TRADE IN OF THE FOLLOWING WHICH I CERTIFY FREE FROM ALL ENCUMBRANCES

[illegible]

## WARRANTY INFORMATION

☒ New ☐ Extended ☒ Manufacture  
☐ Used ☐ No Warranty ☐ Other/See below

**Warranty doesn't cover delivery fee/service calls**

Term	Hours
------	-------

Term	Hours
------	-------

All known defects of trades have been disclosed to Mid-State Representative prior to agreement. \_\_\_\_\_ (Customer Initials)

I CERTIFY THAT THE PROPERTY ABOVE IS ☐ IS NOT ☐ EXEMPT  
FROM WISCONSIN SALES TAX BECAUSE IT WILL BE USED OR  
LEASED IN PRODUCTION OF AGRICULTURE.

**ALL INVOICES DUE UPON RECEIPT.** A FINANCE CHARGE computed by the periodic rate of 1.5% per month which is an ANNUAL RATE of 18% will be applied to the adjusted balance that has become more than 30 days past due as of the billing date shown on the statement.

**JON SCHROEDL**

CUSTOMER SIGNATURE

MID-STATE SALES REPRESENTATIVE

DATE \_\_\_\_\_

Auth. Dealer Signature

**Thank you for your business!**

Rev. 10/17/2018

ALL WARRANTIES, IF ANY, MADE WITH RESPECT TO THIS EQUIPMENT ARE THOSE WARRANTIES MADE BY THE MANUFACTURE. DEALER MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198  
Phone (920) 478-3025  
Fax (920) 478-2021  
cityhall@waterloowis.com

### APPLICATION FOR SPECIAL EVENT or ENTERTAINMENT LICENSE

Any Special Event or Entertainment Event sponsor requesting municipal approvals, services, assistance, and/or other support from the City of Waterloo for a special or entertainment event on public or private property must provide the following information.

Submittal of application does not constitute approval. All applications must be reviewed.

NAME OF SPONSOR (Applicant): Nicole Tuttle

STATUS: (circle one) unincorporated incorporated (individual) other \_\_\_\_\_

CONTACT NAME: Nicole Tuttle

PHONE NUMBER: 608-332-6434 / Same / n/a  
DAYTIME EVENING FAX

EMAIL ADDRESS: nicoletuttle78@gmail.com

NAME OF EVENT: Neighborhood party

TYPE OF EVENT: (circle one) Festival Parade Caravan Rally March  
Race Tag Day (Other) picnic / block party

PURPOSE OF EVENT: getting to know our neighbors / relationship building

DATE OF EVENT: July 16<sup>th</sup> 2022

EVENT HOURS: 10:30 am <sup>- 4:00 pm</sup> SET UP HOURS 9:30 am BREAKDOWN 5:00 pm

DESCRIPTION OF EVENT: neighborhood / block party - neighbors coming together for fun

SITE/ADDRESS FOR EVENT (list if multiple locations) Milwaukee Ave. - btwn Harrison & Van Buren

PROJECTED ATTENDANCE: ~ 80 PAST ATTENDANCE: n/a

NUMBER OF VOLUNTEERS/PERSONNEL FOR EVENT: ~ 6-10

RAIN POLICY: no rain date

DATE APPLICATION MADE 1 June 2022



**HOLD HARMLESS CLAUSE:**

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

**INSURANCE REQUIREMENTS:**

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, \_\_\_\_\_ 20\_\_\_\_ to the **City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594**. Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

**PERMITTED USE OF PUBLIC PROPERTY:**

Whereas the Special or Entertainment Event Sponsor agrees to use the public property at Milwaukee St. in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of July 16 through July 16 2022. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

**LIABILITY WAIVER:**

The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officials, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

**AUTHORIZED SIGNATURES:**

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. **Permit applied for and all terms and stipulations agreed to by:**

Nicole Tuttle

Name (please print)

Nicole Tuttle

Signature

\_\_\_\_\_  
Signatory Title (if applicable)

1 June 2022

Date

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OUTLINED HEREIN, MUST BE REMITTED TO THE CLERK'S OFFICE NO LATER THAN NINETY DAYS (90) PRIOR TO THE OPENING DAY OF THE EVENT. Application received late or incomplete may be denied. Direct mail to the **City Clerk, City of Waterloo, 136 N. Monroe Street, Waterloo, WI. 53594**. A copy of the application will then be forwarded to the appropriate committees and or Departments for consideration of approval, denial, and scheduling.

Date application received: June 1, 2022 Received by: Sarah Davison

Clerk's Office to complete the section below:

Cc:

☒ Police Department  
☒ Fire Department  
☒ Public Works  
☒ Waterloo Utilities

\_\_\_\_ Council Approval \_\_\_\_\_  
Date

\_\_\_\_ Certificate of Insurance

**Fee for Profit Events = \$50.00 per event.**

**Fee is WAIVED for events held or sponsored by educational, charitable, nonprofit, or religious organizations when the proceeds are devoted to the purposes of such organization.**

Fee Paid: \$50<sup>00</sup>

Date Paid: June 1<sup>st</sup>, 2022

Receipted by: Sarah Davison

## Attachment 1

### CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.
2. The Certificate of Insurance must include the following **minimum** limits of insurance coverage required for special events on City property:

**\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.**

3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.

4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.

5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.

6. **No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025

**SPECIAL EVENT or ENTERTAINMENT WORKSHEET**

NAME OF EVENT: Neighborhood Party

DATE (S) OF EVENT: July 16, 2022 HOURS: 10:30 am - 4 pm

LOCATION/PROPERTY: Milwaukee Avenue between Harrison & Van Buren

**SAFETY PROCEDURES:**

1) Will you be providing private on-site security? YES ☒ NO

If yes, list security company name. \_\_\_\_\_

Where will security be needed? \_\_\_\_\_

What times will security be needed? \_\_\_\_\_

Will WPD officers be required? YES ☒ NO

Municipal estimation of cost: \_\_\_\_\_ WPD Personnel @ \$ \_\_\_\_\_ /hour = \$ \_\_\_\_\_

2) What are your plans for medical assistance? first aid kit for minor injuries, or 911 for major

Municipal estimation of cost: \_\_\_\_\_ WFD equipment/personnel @ \_\_\_\_\_ \$ hours = \$ \_\_\_\_\_

3) Will there be fireworks at your event? YES ☒ NO

Date of fireworks \_\_\_\_\_ Time of Fireworks \_\_\_\_\_

Name/Address of company supplying fireworks \_\_\_\_\_

Fire Marshall must be contacted for approval and consultation.

**SET UP / CLEAN UP PROCEDURES:**

1) Name of person in charge of set up: Nicole Tuttle phone # 608-332-6434

2) What time will set up begin: 9:30 am

3) Name of clean up contact person: Nicole Tuttle Cell Phone# 608-332-6434

4) Estimated time for clean up after event: 1 hr. - 5:00 pm

**FEES AND PROCEEDS:**

1) Will admission be charged for this event? YES ☒ NO

If yes, how much: Adult \_\_\_\_\_ Seniors \_\_\_\_\_ Students \_\_\_\_\_

Children 5 & under \_\_\_\_\_ Families \_\_\_\_\_

2) If a participant fee is charged, please indicate the amount: Booth: \_\_\_\_\_

Concessionaire: \_\_\_\_\_

3) Will alcoholic beverage(s) be sold?

YES

NO

If yes, what beverage and at what cost? \_\_\_\_\_

4) What does the Sponsor intend to do with any revenue over and above the expenditures? \_\_\_\_\_

no revenue will be generated.

(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)

### ENTERTAINMENT AND PROMOTIONS:

2) List names of performers and entertainment groups:

n/a

2) Describe other entertainment / activities planned for your event: streamed music, ~~band~~

yard games (cornhole, ladder golf, etc.)

3) How will your event be promoted? Television Radio Newspapers Posters Flyers

other Social media invites to neighbors

### PUBLIC PROPERTIES PROCEDURES:

If you are requesting city services, please complete the following area:

1) Will you need barricades?

YES

NO

Purpose of barricades: to block traffic on Milwaukee Ave btwn Harrison & Van Buren

Location of placement: West int. Harrison & Milwaukee; East Int. Van Buren & Milw. Amount needed 4

Date barricades needed 15 July 2022 Time of placement delivered anytime, placed @

Name of company providing service if other than City \_\_\_\_\_

9:30  
July 16

2) Will you require electrical service(s)

YES

NO

Entertainment: number of amps \_\_\_\_\_ = \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location \_\_\_\_\_ Entainer name \_\_\_\_\_

Entertainment: number of amps \_\_\_\_\_ = \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location: \_\_\_\_\_ Entainer name \_\_\_\_\_

Waterloo, WI



Concessions: \_\_\_\_\_ amps= \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location: \_\_\_\_\_

Concessions: \_\_\_\_\_ amps= \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location: \_\_\_\_\_

Name of company providing service if other than City: \_\_\_\_\_

3) Will you need fencing installed? YES ☒ NO

Purpose of fencing: \_\_\_\_\_

Location: \_\_\_\_\_ Amount: \_\_\_\_\_

Date needed \_\_\_\_\_ Time needed \_\_\_\_\_

Estimated costs: \_\_\_\_\_ locations @ \$100. = \$ \_\_\_\_\_ Total costs

4) Will parking considerations be needed YES ☒ NO

Type(s) \_\_\_\_\_

Location: \_\_\_\_\_ Amount \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

5) Will picnic tables be needed? YES ☒ NO

Location \_\_\_\_\_ Amount \_\_\_\_\_

Date needed: \_\_\_\_\_ Time needed \_\_\_\_\_

Estimated cost(s) \_\_\_\_\_ Picnic tables @ \$5.00 per table = \$ \_\_\_\_\_

6) Is a street sweeper needed? YES ☒ NO

Location \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Estimated cost(s) \_\_\_\_\_ hours @ \_\_\_\_\_ = \$ \_\_\_\_\_ total cost

Name of company providing service, if not City: \_\_\_\_\_

7) Will you need additional trash bins? YES ☒ NO

If yes how many requested? Cardboard trash bins \_\_\_\_\_ Barrels \_\_\_\_\_

Where do you want them placed? \_\_\_\_\_

Name of disposal company if other than the City: \_\_\_\_\_

Where will dumpster be place: \_\_\_\_\_

8) Will water connection be needed?

YES

NO

Location \_\_\_\_\_ Amount \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Estimated costs: \_\_\_\_\_ connection(s) @ \$20.00 = \$ \_\_\_\_\_ Total water costs



136 North Monroe Street  
Waterloo, WI 53594-1198  
Phone: (920) 478-3025  
Fax: (920) 478-2021  
[www.waterloowi.us](http://www.waterloowi.us)

---

**RESOLUTION #2022-23**  
**Appointing Sarah Davison As A Deputy Clerk For Election Administration Purposes**

**Whereas**, the City of Waterloo seeks to conduct well-administered elections, and;

**Whereas** Sarah Davison is a valued employee, having recently started her municipal career, and;

**Whereas** Sarah Davison has the highest Wisconsin Election Commission certification available to municipal employees, and is an indispensable team member in the Clerk/Treasurer's office, and;

**Whereas**, the Clerk/Treasurer's office seeks to conduct well-administered elections, with an additional Deputy adding greater office efficiency and flexibility.

**Therefore, Be It Resolved**, by the Common Council of the City of Waterloo, Wisconsin, that it hereby appoints Sarah Davison as a Deputy Clerk for election administration purposes and thanks her for her work.

**PASSED AND ADOPTED** this \_\_\_\_\_, 2022.

**City of Waterloo**  
Signed:

\_\_\_\_\_  
Mayor Jenifer Quimby

Attest:

\_\_\_\_\_  
Jeanne Ritter, Clerk/Deputy Treasurer