



# MONROE COUNTY BOARD OF SUPERVISORS

202 SOUTH K STREET, RM 1, SPARTA, WISCONSIN 54656

PHONE: 608-269-8705 FAX: 608-269-8747 www.co.monroe.wi.us

## MONROE COUNTY BOARD AGENDA

Wednesday, December 20, 2023

Monroe County Justice Center

County Board Assembly Room – 1<sup>st</sup> Floor, Room #1200

112 South Court Street Sparta, WI 54656

*\*(Please use South Side/Oak Street Entrance)\**

**Remote Meeting to Begin at 6:00 p.m.**

Meeting link:

<https://monroecountywi.webex.com/>

Meeting Number: 2496 889 8387

Password: County

Join by phone

+1-404-397-1516 United States Toll

Access code: 2496 889 8387

IT Point of Contact, Rick Folkedahl 608-633-2700

**6:00 p.m.**

**Call to Order/Roll Call**

**Pledge of Allegiance**

**Approval of Minutes – November 21 & 29, 2023**

**Public Comment Period**

**Administration & Personnel Committee Appointment Announcement**

**Strategic Planning Committee: Jason Jandt, Todd Sparks, Toni Wissestad**

**5<sup>th</sup> Annual Deck the Halls “Christmas Tree” Award Presentation**

**Best of Show Award**

**Most Original/Creative Award**

**Monroe County Award**

**Budget Adjustments**

**History Room**

**Rolling Hills**

**Maintenance**

**Human Services**

**County Clerk**

**Finance**

**Monthly Treasurer’s Report – Mindy Hemmersbach, Treasurer**

**Monthly Finance Report – Diane Erickson, Finance Director**

**Monthly Administrators Report – Tina Osterberg, County Administrator**

**Resolution(s) – Discussion/Action (Listed on a Separate Sheet)**

**Chairman’s Report**

**Wisconsin Counties Association Benefits**

**Wisconsin Counties Association Board of Directors**

**Adjournment**

**>Supervisors: Do wear your name tags, it helps visitors**

**>Agenda order may change**

The November meeting of the Monroe County Board of Supervisors convened in the Monroe County Board Assembly Room in the City of Sparta, Wisconsin, on Tuesday, November 21, 2023 at 6:00 p.m. Chair Cedric Schnitzler presiding. Roll Call was called with 14 Supervisors present, Supervisor Devine and Rogalla absent. The Pledge of Allegiance was recited.

Motion by Supervisor Balz second by Supervisor Zebell to approve the October 25 and November 1, 2023 minutes. Carried by voice vote.

WI Child Support Enforcement Association (WCSEA) Legislator of the Year, Senator Patrick Testin.

WI Child Support Enforcement Association (WCSEA) Judicial Official of the Year, Monroe County Judge Radcliffe.

Public Comment Period – One member of the public addressed the board.

Budget Adjustment:

Health Department – Motion by Supervisor Pierce second by Supervisor Gomez to approve budget adjustment. Tiffany Giesler, Health Director explained the 2023 budget adjustment in the amount of \$21,775.00 for Department of Health Services funding. The budget adjustment passed with all Supervisors present voting yes.

Solid Waste – Motion by Supervisor Toni Wissestad second by Supervisor Jason Jandt to approve budget adjustment. David Hesel, Solid Waste Director explained the 2023 budget adjustment in the amount of \$4,588.50 for filtration system. The budget adjustment passed with all Supervisors present voting yes.

Solid Waste – Motion by Supervisor Jandt second by Supervisor VanWychen to approve budget adjustment. David Hesel, Solid Waste Director explained the 2024 budget adjustment in the amount of \$2,000.00 for filtration system. The budget adjustment passed with all Supervisors present voting yes.

Mindy Hemmersbach, Treasurer provided the monthly Treasurer's report and answered questions.

Diane Erickson, Finance Director provided the monthly Finance Director's report and answered questions.

Tina Osterberg, County Administrator provided the monthly Administrator's report and answered questions.

**RESOLUTION 11-23-01**

**RESOLUTION AUTHORIZING AMENDMENT TO MONROE COUNTY ORDINANCE CHAPTER 14, FINANCE AND TAXATION, ARTICLE III PURCHASES AND SALES, DIVISION 3 COUNTY PERSONAL PROPERTY SECTION 14-96 SURPLUS COUNTY PROPERTY**

The forgoing resolution was moved for adoption by Supervisor Zebell second by Supervisor Pierce. Lisa Aldinger Hamblin, Corporation Counsel explained. The resolution passed with all Supervisors present voting yes.

**RESOLUTION 11-23-02**

**RESOLUTION AMENDING MONROE COUNTY ORDINANCE CHAPTER 17 LAW ENFORCEMENT, ARTICLE II ADMINISTRATION, SECTION 17-20 CHILD SUPPORT AND PATERNITY ESTABLISHMENT PROGRAM**

The forgoing resolution was moved for adoption by Supervisor Gomez second by Supervisor Wissestad. Lisa Aldinger Hamblin, Corporation Counsel explained. The resolution passed with all Supervisors present voting yes.

**RESOLUTION 11-23-03**

**RESOLUTION AMENDING MONROE COUNTY POLICY ALLOWING FOR ACCEPTANCE OF LAND VIA QUIT CLAIM DEED IN LIEU OF FORECLOSURE FOR REMNAT PARCELS**

The forgoing resolution was moved for adoption by Supervisor Esterline second by Supervisor Kuhn. Lisa Aldinger Hamblin, Corporation Counsel explained. The resolution passed with all Supervisors present voting yes.

**RESOLUTION 11-23-04**

**RESOLUTION AMENDING MONROE COUNTY ORDINANCE, CHAPTER 23, PARKS AND RECREATION, ARTICLE 11 – OUTDOOR RECREATION, SEC. 23-22 – CAMPING REGULATIONS**

The forgoing resolution was moved for adoption by Supervisor Sparks second by Supervisor VanWychen. Chad Ziegler, Forest & Parks Administrator explained. Supervisor Esterline noted a correction to line #17, "be" should be entered following the word "not". Shelley Bohl, County Clerk noted the correction. There were no objections from the board. The resolution passed with all Supervisors present voting yes.

**RESOLUTION 11-23-05**

**RESOLUTION AUTHORIZING MONROE COUNTY EMERGENCY MANAGEMENT TO ENTER INTO AGREEMENT WITH WISCONSIN EMERGENCY MANAGEMENT FOR THE PURPOSES OF OBTAINING FUNDS FOR THE STATE-LOCAL BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) GRANT TO MAKE UPDATES TO THE MONROE COUNTY MULTI-HAZARDS MITIGATION PLAN**

The forgoing resolution was moved for adoption by Supervisor Balz second by Supervisor Zebell. Jarrod Tessman, Emergency Management Director explained. The resolution passed with all Supervisors present voting yes.

**RESOLUTION 11-23-06**

**RESOLUTION AMENDING MONROE COUNTY RESOLUTION 08-23-01 RECORDS RETENTION**

The forgoing resolution was moved for adoption by Supervisor Sparks second by Supervisor Zebell. Lisa Aldinger Hamblin, Corporation Counsel explained. The resolution passed with all Supervisors present voting yes.

Chairman's Report – November 29, 2023 Special Board Meeting

Chair Schnitzler adjourned the meeting at 6:36 p.m.

I, Shelley Bohl, Monroe County Clerk certify that to the best of my knowledge the foregoing is a correct copy of the November meeting of the Monroe County Board of Supervisors held on November 21, 2023.

The November special meeting of the Monroe County Board of Supervisors convened in the Monroe County Board Assembly Room in the City of Sparta, Wisconsin, on Wednesday, November 29 2023 at 6:00 p.m. Chair Cedric Schnitzler presiding. Roll Call was called with 13 Supervisors present; Supervisors Wissestad and Devine absent; Supervisor Kuderer joined the meeting at 6:12 p.m. The Pledge of Allegiance was recited.

Public Comment Period – One member of the public addressed the board.

Motion to move into the Committee of the Whole by Supervisor Zebell second by Supervisor Balz. Carried by voice vote.

Supervisor Kuderer joined the meeting at 6:12 p.m.

Monroe County Consolidated Government Building Located at the Administrative Center Block Site in the City of Sparta. Tina Osterberg, County Administrator provided an overview of the board's recommendation for exploring a consolidated government building located at the Administrative Center block site. Supervisor Balz briefly left the meeting at 6:30 p.m. Kraus-Anderson representatives, Tom Roepke, Tim Kittila, Seth Masden and Jason Peterson presented information on a facility assessment. Supervisor Balz returned to the meeting at 6:57 p.m. Discussion. Questions were answered.

Motion to return to the regular board meeting by Supervisor Zebell second by Supervisor Rogalla. 13 Supervisors voted yes, Supervisor Schnitzler voted no.

Maintenance Budget Adjustment. Motion by Supervisor Gomez second by Supervisor Rogalla to approve budget adjustment. Derek Pierce, Facilities & Property Director explained the 2023 budget adjustment in the amount of \$15,200.00 for facilities condition assessment. Discussion. Motion by Supervisor Zebell second by Supervisor Kuderer to amend the amount to \$18,500.00 to include the courthouse building in the assessment. The amendment passed with all Supervisors present voting yes. The budget adjustment as amended passed with all Supervisors present voting yes.

Motion by Supervisor Zebell second by Supervisor Rogalla to adjourn the meeting at 7:25 p.m.

I, Shelley Bohl, Monroe County Clerk certify that to the best of my knowledge the foregoing is a correct copy of the November special meeting of the Monroe County Board of Supervisors held on November 29, 2023.

**MONROE COUNTY**  
**Notice of Budgetary Adjustment**  
 Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: December 13, 2023  
 Department: Local History Room  
 Amount: \$6,000.00  
 Budget Year Amended: 2023

**Does this Budget Adjustment decrease future fund balance available for Debt Service Payments in future years?**

Yes or No? No Explain: Funds are from History Room Money Market I donation account, which are non-levied dollars

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)

The History Room has an opportunity to purchase a ScanPro microfilm reader/printer - essential piece of library equipment - at a reduced cost. The cost of this ScanPro microfilm reader/printer is \$5,345, a \$1,719 discount. Funds will come from History Room Money Market I Account, which are non-levied dollars.

**Revenue Budget Lines Amended:**

Org	Object	Project	Account Name	Current Budget	Budget Adjustment	Final Budget
15120000	492800		History Room Transfer In	\$ 34,970.00	\$ 6,000.00	\$ 40,970.00
85120000	485000	LHR10	History Room Trust	\$ 34,970.00	\$ 6,000.00	\$ 40,970.00
						\$ -
						\$ -
Total Adjustment					\$ 12,000.00	

**Expenditure Budget Lines Amended:**

Org	Object	Project	Account Name	Current Budget	Budget Adjustment	Final Budget
15120000	534005		History Room Operating Exp	\$ 30,000.00	\$ 6,000.00	\$ 36,000.00
85120000	599999		Transfer Out	\$ 34,970.00	\$ 6,000.00	\$ 40,970.00
						\$ -
						\$ -
Total Adjustment					\$ 12,000.00	

Department Head Approval: *Janet Roll*

Date Approved by Committee of Jurisdiction: \_\_\_\_\_

*Following this approval please forward to the County Clerk's Office.* Date

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_



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### **Budget Adjustment**

### **Rolling Hills**

**The above budget adjustment is being drafted and will be presented to the Monroe County Board at the December 20, 2023 Board Meeting.**

**MONROE COUNTY**  
**Notice of Budgetary Adjustment**  
 Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: December 13, 2023  
 Department: Maintenance  
 Amount: \$164,401.00  
 Budget Year Amended: 2024

**PENDING COMMITTEE APPROVAL**

**Does this Budget Adjustment decrease future fund balance available for Debt Service Payments in future years?**

Yes or No? Yes Explain: The \$29,401 from the General Fund Balance will decrease the amount of fund balance available for future Debt Service payments.

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)

This budget adjustment is to transfer funds for abatement and demolition of the North Complex 1948, 1965, 1974, Boiler House, Pump House, Smoke Shed, Tunnels, Building B, and Booster Station. The \$29,401 from the 2024 general fund would come from excess funds in the 2023 Interest on Investments revenue account. The current Interest on Investment available balance after the December self-funded health insurance adjustment, if approved, would be \$221,370.38.

**Revenue Budget Lines Amended:**

Org	Object	Project	Account Name	Current Budget	Budget Adjustment	Final Budget
10000001	493000		General Fund Balance Appl	\$ 809,553.00	\$ 29,401.00	\$ 838,954.00
41000000	499999		Transfer In - Capital Project Fd	\$ -	\$ 164,401.00	\$ 164,401.00
Total Adjustment					\$ 193,802.00	

**Expenditure Budget Lines Amended:**

Org	Object	Project	Account Name	Current Budget	Budget Adjustment	Final Budget
11670600	521340		N Complex-Contracted Serv.	\$ 45,142.00	\$ (22,592.00)	\$ 22,550.00
11670600	522005		N Complex-Water & Sewer	\$ 2,952.00	\$ (738.00)	\$ 2,214.00
11670600	522010		N Complex-Electricity	\$ 45,000.00	\$ (36,670.00)	\$ 8,330.00
11670600	522015		N Complex-Fuel	\$ 85,000.00	\$ (75,000.00)	\$ 10,000.00
10000000	599999		Transfer Out-Capital Project Fd	\$ 2,000.00	\$ 164,401.00	\$ 166,401.00
47100000	582950		Capital Projects - General	\$ 1,534,623.00	\$ 164,401.00	\$ 1,699,024.00
Total Adjustment					\$ 193,802.00	

Department Head Approval: \_\_\_\_\_

Committee of Jurisdiction Approval: \_\_\_\_\_

*Following this approval please forward to the County Clerk's Office.*

\_\_\_\_\_ Date

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_

Rev 6/23

**Budget Adjustment**

Purpose

# MONROE COUNTY

## Notice of Budgetary Adjustment

### Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: December 5, 2023  
 Department: Human Services  
 Amount: \$500,000.00  
 Budget Year Amended: 2023

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)



CLTSW (Children's Long Term Support Waiver) funds received above amount that was budgeted. Claiming revenue due to expenses being greater than anticipated.

**Revenue Budget Lines Amended:**

Org	Object	Project	Account Name	Current Budget	Budget Adjustment	Final Budget
24900500	435603		STATE AID REVENUE	\$ 3,403,470.00	\$ 500,000.00	\$ 3,903,470.00
						\$ -
						\$ -
						\$ -
Total Adjustment					\$ 500,000.00	

**Expenditure Budget Lines Amended:**

Org	Object	Project	Account Name	Current Budget	Budget Adjustment	Final Budget
24910510	527105	HS220	CHILDREN'S WAIVER COSTS	\$ 500,000.00	\$ 500,000.00	\$ 1,000,000.00
						\$ -
						\$ -
						\$ -
						\$ -
Total Adjustment					\$ 500,000.00	

Department Head Approval:  12-5-23  
 Date Approved by Committee of Jurisdiction:  12-5-23

*Following this approval please forward to the County Clerk's Office.*

Date Approved by Finance Committee: \_\_\_\_\_  
 Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_



# MONROE COUNTY

## Notice of Budgetary Adjustment

### Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: December 12, 2023  
 Department: County Clerk - Elections  
 Amount: \$2,604.82  
 Budget Year Amended: 2023

Does this Budget Adjustment decrease future fund balance available for Debt Service Payments in future years?  
 Yes or No? No Explain: \_\_\_\_\_

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)

Absentee Ballot Envelope Subgrant Program Funds received from the Wisconsin Election Commission to be used for the purchase of redesigned absentee ballot envelopes to ensure compliance with the law.

**Revenue Budget Lines Amended:**

Org	Object	Project	Account Name	Current Budget	Budget Adjustment	Final Budget
11421000	473300		Election-Town, City, Village	\$ -	\$ 2,604.82	\$ 2,604.82
						\$ -
						\$ -
						\$ -
Total Adjustment					\$ 2,604.82	

**Expenditure Budget Lines Amended:**

Org	Object	Project	Account Name	Current Budget	Budget Adjustment	Final Budget
11421000	531000		Election-Office Supplies	\$ 3,000.00	\$ 2,604.82	\$ 5,604.82
						\$ -
						\$ -
						\$ -
						\$ -
Total Adjustment					\$ 2,604.82	

Department Head Approval: *Tracy Bohle*

Date Approved by Committee of Jurisdiction: *Walter Pafford* 12-12-23

Following this approval please forward to the County Clerk's Office. Date

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_

**MONROE COUNTY**  
**Notice of Budgetary Adjustment**  
 Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: December 20, 2023  
 Department: Finance-Self Fund Health Insurance  
 Amount: \$300,000.00  
 Budget Year Amended: 2023

**PENDING COMMITTEE APPROVAL**  
*Explanations will be given at the County Board Meeting*

**Does this Budget Adjustment decrease future fund balance available for Debt Service Payments in future years?**  
 Yes or No? Yes Explain: The transfer of these funds from the Interest on Investments will decrease the funds available December 31, 2023 to go towards the Minimum Fund Balance policy calculation.

Source of Increase / Decrease and affect on Program:  
 (If needed attached separate brief explanation.)

Health insurance claims have been higher than anticipated during the later months of 2023  
At this time, we are requesting \$300,000 from the General Fund to cover future health insurance  
claim timing. Claim expenditures are pulled from the County's health insurance bank account every  
Thursday and payroll premium fees are deposited after payroll is processed every other Friday.

**Revenue Budget Lines Amended:**

Org	Object	Project	Account Name	Current Budget	Budget Adjustment	Final Budget
71730000	499999		Self Funded Ins. Transfer In	\$ 200,000.00	\$ 300,000.00	\$ 500,000.00
10000001	481000		Interest on Investments	\$ 480,337.01	\$ 300,000.00	\$ 780,337.01
						\$ -
Total Adjustment					\$ 600,000.00	

**Expenditure Budget Lines Amended:**

Org	Object	Project	Account Name	Current Budget	Budget Adjustment	Final Budget
10000000	5999999		Transfer Out	\$ 1,774,608.81	\$ 300,000.00	\$ 2,074,608.81
71730000	573010		Insurance Claims	\$ 5,387,319.00	\$ 300,000.00	\$ 5,687,319.00
						\$ -
						\$ -
						\$ -
						\$ -
Total Adjustment					\$ 600,000.00	

Department Head Approval: \_\_\_\_\_

Committee of Jurisdiction Approval: \_\_\_\_\_

*Following this approval please forward to the County Clerk's Office.*

Date

Date Approved by Finance Committee: \_\_\_\_\_

Date Approved by County Board: \_\_\_\_\_

*Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.*

Date of publication of Class 1 notice of budget amendment: \_\_\_\_\_

**TREASURER'S REPORT**  
For the period of November 1, 2023 to November 30, 2023  
Mindy Hemmersbach, County Treasurer

<b>RECEIPTS &amp; DISBURSEMENTS</b>	
<b>Receipts for Current Month:</b>	<b>\$ 8,222,579.95</b>
<b>Wires &amp; Disbursements for Current Month:</b>	<b>\$ 7,981,556.14</b>

<b>INVESTMENTS - GENERAL FUND</b>				
<b>Bank</b>	<b>ACCOUNT NUMBER</b>	<b>BALANCE</b>	<b>DUE DATES</b>	<b>INTEREST RATE</b>
State Bank		\$ 6,364,007.13	none	5.57%
State Investment Pool		\$ 4,329,265.64	none	5.39%
Bank First Checking		\$ 504.03	none	0.00%
Bank First MM		\$ 254,913.74	none	4.97%
Citizens First Bank MM		\$ 5,569,938.26	none	
River Bank MM		\$ 2,952,049.79	none	4.13%
River Bank - CD		\$ 1,000,000.00	11/21/2024	5.32%
River Bank - CD		\$ 1,000,000.00	11/21/2024	5.32%
River Bank - CD		\$ 1,000,000.00	11/21/2024	5.32%
<b>TOTAL GENERAL FUND INVESTMENTS</b>		<b>\$ 22,470,678.59</b>		

<b>GENERAL FUND BALANCES</b>	
Month End Balance	\$ -
Outstanding Checks	\$ (159,471.77)
Outstanding Deposits	\$ 183,422.14
General Fund Investments	\$ 22,470,678.59
<b>Totals</b>	<b>\$ 22,494,628.96</b>

<b>TOTAL GENERAL FUND AS OF November 2022</b>	<b>\$ 23,676,066.42</b>
General fund is down from a year ago:	<b>\$ (1,181,437.46)</b>

<b>DELINQUENT TAXES</b>	
Delinquent Taxes in November 2023 were:	\$ 1,126,173.40
Delinquent Taxes in November 2022 were:	\$ 1,107,824.37
<b>Delinquent Taxes are up from one year ago:</b>	<b>\$ 18,349.03</b>

<b>SALES &amp; USE TAX</b>	
Sales tax received November 2023	\$ 4,686,503.88
Sales tax is for the months of Nov 2022 thru September 2023	
Sales tax received November 2022	\$ 4,318,067.98
Sales tax is for the months of Nov 2021 thru September 2022	
<b>SALES TAX IS UP FROM ONE YEAR AGO:</b>	<b>\$ 368,435.90</b>

**TREASURER'S REPORT**  
 For the period of October 1, 2023 to October 31, 2023  
 Mindy Hemmersbach, County Treasurer

RECEIPTS & DISBURSEMENTS	
Receipts for Current Month:	\$ 8,527,016.96
Wires & Disbursements for Current Month:	\$ 7,874,418.98

INVESTMENTS - GENERAL FUND				
Bank	ACCOUNT NUMBER	BALANCE	DUE DATES	INTEREST RATE
State Bank		\$ 3,910,192.86	none	5.55%
State Investment Pool		\$ 4,310,165.93	none	5.37%
Bank First Checking		\$ 504.03	none	0.00%
Bank First MM		\$ 253,898.70	none	4.95%
Citizens First Bank MM		\$ 5,559,277.51	none	
River Bank MM		\$ 8,927,104.77	none	4.13%
<b>TOTAL GENERAL FUND INVESTMENTS</b>		<b>\$ 22,961,143.87</b>		

GENERAL FUND FINANCES	
Month End Balance	\$ (30.00)
Outstanding Checks	\$ (373,920.60)
Outstanding Deposits	\$ 156,877.21
General Fund Investments	\$ 22,961,143.87
<b>Totals</b>	<b>\$ 22,744,070.48</b>

<b>TOTAL GENERAL FUND AS OF October 2022</b>	<b>\$ 23,141,098.36</b>
General Fund is down from a year ago:	\$ (397,027.88)

DELINQUENT TAXES	
Delinquent Taxes in October 2023 were:	\$ 1,199,265.16
Delinquent Taxes in October 2022 were:	\$ 1,195,438.03
Delinquent Taxes are up from one year ago:	\$ 3,827.13

SALES & USE TAX	
Sales tax received October 2023 Sales tax is for the months of Nov 2022 thru August 2023	\$ 4,170,328.98
Sales tax received October 2022 Sales tax is for the months of Nov 2021 thru August 2022	\$ 3,862,370.32
<b>SALES TAX IS UP FROM ONE YEAR AGO:</b>	<b>\$ 307,958.66</b>

**TREASURER'S REPORT**  
For the period of November 1, 2023 to November 30, 2023  
Mindy Hemmersbach, County Treasurer

<b>INVESTMENTS</b>				
<b>BANK</b>	<b>ACCOUNT NUMBER</b>	<b>BALANCE</b>	<b>DUE DATES</b>	<b>INTEREST RATE</b>
<b>History Room</b>				
State Bank-History Room MMI		\$ 85,766.11	None	5.57%
State Bank-History Room MMII		\$ 16,302.02	None	5.57%
Monroe Co Local History Room Endowment #3 Fidelity Investments		\$ 1,972,228.59	None	
State Bank-Wegner Grotto Trust		\$ 253,058.92	None	5.57%
Wegner Grotto Endowment-Raymond James		\$ 411,545.28	None	
<b>Haney Fund</b>				
State Bank of Sparta MM		\$ 1,047.39	None	5.57%
<b>Transportation - ADRC</b>				
State Bank-ADRC Transportation		\$ 54,291.96	None	5.57%
<b>Jail Assessment</b>				
Bank First MM		\$ 280,526.10	None	4.97%
<b>Monroe County Land Information Board</b>				
Bank First MM		\$ 119,074.74	None	4.97%
<b>Solid Waste Management</b>				
State Bank - Ridgeview II-Closure Escrow		\$ 217,009.77	7/25/2024	4.25830%
		\$ 216,168.79	11/29/2024	4.40196%
		\$ 218,558.48	11/29/2024	4.40196%
		\$ 220,710.13	11/29/2024	4.40196%
		\$ 231,534.76	11/29/2024	4.40196%
		\$ 259,206.22	6/20/2024	4.16241%
		\$ 838,775.11	8/1/2024	4.35411%
		\$ 266,711.00	6/27/2024	4.16241%
State Bank - Facility Reserve-MM		\$ 3,617.20	None	5.57%
<b>Section 125 Plan</b>				
State Bank of Sparta		\$ 40,714.84	None	5.57%
<b>Worker's Comp</b>				
State Bank of Sparta		\$ 2,314,120.24	None	5.57%
<b>Self Funded - Employee Insurance</b>				
State Bank of Sparta		\$ 268,839.55	None	5.57%
<b>American Rescue Plan</b>				
State Bank of Sparta		\$ 3,333,443.21	None	5.57%
<b>Highway Bonds</b>				
River Bank MM		\$ 2,484,742.36	None	4.13%
<b>Opioid Funds</b>				
River Bank MM		\$ 404,044.74	None	4.13%
<b>TOTAL OF RESTRICTED FUNDS-NOT IN GENERAL FUND:</b>		<b>\$ 14,512,037.51</b>		

**TREASURER'S REPORT**  
 For the period of October 1, 2023 to October 31, 2023  
 Mindy Hemmersbach, County Treasurer

INVESTMENTS				
BANK	ACCOUNT NUMBER	BALANCE	DUE DATES	INTEREST RATE
<b>History Room</b>				
State Bank-History Room MMI		\$ 80,925.04	None	5.55%
State Bank-History Room MMII		\$ 14,337.05	None	5.55%
Monroe Co Local History Room Endowment #3		\$ 1,853,138.28	None	
Fidelity Investments		\$ 253,827.50	None	5.55%
State Bank-Wegner Grotto Trust		\$ 381,784.55	None	
Wegner Grotto Endowment-Raymond James				
<b>Haney Fund</b>				
State Bank of Sparta MM		\$ 1,000.62	None	5.55%
<b>Transportation - ADRC</b>				
State Bank-ADRC Transportation		\$ 54,001.54	None	5.55%
<b>Jail Assessment</b>				
Bank First MM		\$ 274,500.96	None	4.94%
<b>Monroe County Land Information Board</b>				
Bank First MM		\$ 114,399.29	None	4.95%
<b>Solid Waste Management</b>				
State Bank - Ridgeview II-Closure Escrow		\$ 216,251.61	7/25/2024	4.25830%
		\$ 220,030.54	11/30/2023	3.72978%
		\$ 230,821.85	11/30/2023	3.72978%
		\$ 217,885.52	11/30/2023	3.72978%
		\$ 215,503.19	11/30/2023	3.72978%
		\$ 258,321.00	6/20/2024	4.16241%
		\$ 835,778.90	8/1/2024	4.35411%
		\$ 266,711.00	6/27/2024	4.16241%
		\$ 3,600.72	None	5.55%
State Bank - Facility Reserve-MM				
<b>Section 125 Plan</b>				
State Bank of Sparta		\$ 41,611.23	None	5.55%
<b>Worker's Comp</b>				
State Bank of Sparta		\$ 2,289,712.87	None	5.55%
<b>Self Funded - Employee Insurance</b>				
State Bank of Sparta		\$ 601,594.21	None	5.55%
<b>American Rescue Plan</b>				
State Bank of Sparta		\$ 3,318,251.98	None	5.55%
<b>Highway Bonds</b>				
River Bank MM		\$ 2,476,498.67	None	4.13%
<b>Opioid Funds</b>				
River Bank MM		\$ 388,223.83	None	4.13%
<b>TOTAL OF RESTRICTED FUNDS-NOT IN GENERAL FUND:</b>		<b>\$ 14,221,053.12</b>		

PREVIOUS MONTH

## 2023 MONTHLY GENERAL INFORMATION

MONTH	GENERAL FUND	SALES TAX	DELINQUENT TAXES
January	\$ 27,266,157.04	\$ 355,008.26 Sales Tax for Nov. 2022	\$ 958,148.96 *
February	\$ 26,745,781.52	\$ 503,856.13 Sales for Tax Dec. 2022	\$ 940,526.64 *
March	\$ 25,961,795.68	\$ 328,012.80 Sales for Tax Jan. 2023	\$ 885,826.83 *
April	\$ 25,636,061.54	\$ 326,541.72 Sales Tax for Feb. 2023	\$ 845,203.66 *
May	\$ 24,219,687.27	\$ 400,645.33 Sales Tax for Mar. 2023	\$ 809,824.00 *
June	\$ 22,191,697.77	\$ 433,520.06 Sales Tax for April 2023	\$ 785,030.16 *
July	\$ 32,243,622.79	\$ 384,407.91 Sales Tax for May 2023	\$ 757,288.18 *
August	\$ 24,127,458.26	\$ 547,411.67 Sales Tax for June 2023	\$ 1,582,059.69
September	\$ 23,131,887.42	\$ 469,720.50 Sales Tax for July 2023	\$ 1,383,011.50
October	\$ 22,744,070.48	\$ 421,204.60 Sales Tax for Aug. 2023	\$ 1,199,265.16
November	\$ 22,494,628.96	\$ 516,174.90 Sales Tax for Sept. 2023	\$ 1,126,173.40
December		Sales Tax for Oct. 2023	

NOW INCLUDES  
ALL YEARS  
DELINQUENT  
TAXES

**\$ 4,686,503.88 ← Sales Tax Received in 2023**

\*THESE DELINQUENT TAX AMOUNTS DO NOT INCLUDE THE TAX YEAR 2022

## 2022 MONTHLY GENERAL INFORMATION

MONTH	GENERAL FUND	SALES TAX	DELINQUENT TAXES
January	\$ 25,792,909.82	\$ 326,204.52 Sales Tax for Nov. 2021	\$ 856,763.80
February	\$ 27,019,204.85	\$ 420,814.34 Sales for Tax Dec. 2021	\$ 841,523.50 *
March	\$ 28,110,984.03	\$ 289,326.42 Sales for Tax Jan. 2022	\$ 755,327.02
April	\$ 27,823,058.91	\$ 353,693.14 Sales Tax for Feb. 2022	\$ 769,442.30 *
May	\$ 27,730,766.13	\$ 331,735.81 Sales Tax for Mar. 2022	725,094.55 *
June	\$ 27,247,179.31	\$ 441,158.42 Sales Tax for April 2022	\$ 686,167.88 *
July	\$ 34,729,258.10	\$ 322,116.61 Sales Tax for May 2022	\$ 663,058.00 *
August	\$ 26,003,510.21	\$ 32,566.69 Sales Tax for June 2022	\$ 1,615,881.19
September	\$ 23,267,960.04	\$ 429,806.34 Sales Tax for July 2022	\$ 1,335,157.91
October	\$ 23,141,096.00	\$ 444,645.03 Sales Tax for Aug. 2022	\$ 1,195,438.03
November	\$ 21,676,056.42	\$ 455,697.66 Sales Tax for Sept. 2022	\$ 1,107,824.37
December	\$ 21,368,233.83	\$ 460,092.05 Sales Tax for Oct. 2022	\$ 987,485.38

NOW INCLUDES  
ALL YEARS  
DELINQUENT  
TAXES

\$ 4,778,160.03 ← Sales Tax Received in 2022



# Monroe County



## FINANCE NOVEMBER 2023

FOR 2023 11		JOURNAL DETAIL 2023 11 TO 2023 11						
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT	
11520	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL	
TREASURER								
<b>11520000 TREASURER</b>								
11520000 461900	OTH TREAS	-3,000	0	-3,000	-1,595.40	.00	-1,404.60 53.2%*	
2023/11/000236	11/28/2023 GEN	-10.16 REF					SALES TAX OCTOBER 2023	
	TOTAL UNDEFINED ROLLUP CODE	-3,000	0	-3,000	-1,595.40	.00	-1,404.60 53.2%	
<b>TR100 SALARIES &amp; FRINGE BENEFITS</b>								
11520000 511000	SALARIES	207,128	4,984	212,112	179,006.71	.00	33,105.60 84.4%	
2023/11/000009	11/03/2023 PRJ	6,801.57 REF 231103					WARRANT=231103 RUN=1 BI-WEEKL	
2023/11/000352	11/17/2023 PRJ	7,645.36 REF 231117					WARRANT=231117 RUN=1 BI-WEEKL	
11520000 511200	OVERTIME	600	0	600	370.07	.00	229.93 61.7%	
11520000 515005	RETIREMENT	14,059	259	14,318	11,938.21	.00	2,379.39 83.4%	
2023/11/000009	11/03/2023 PRJ	433.58 REF 231103					WARRANT=231103 RUN=1 BI-WEEKL	
2023/11/000352	11/17/2023 PRJ	515.77 REF 231117					WARRANT=231117 RUN=1 BI-WEEKL	
2023/11/000391	11/17/2023 GEN	53.68 REF					HEMMERSBACH 231117	
2023/11/000391	11/17/2023 GEN	-53.69 REF					HEMMERSBACH 231117	
11520000 515010	SOC SEC	12,883	333	13,216	11,121.54	.00	2,094.86 84.1%	
2023/11/000009	11/03/2023 PRJ	421.71 REF 231103					WARRANT=231103 RUN=1 BI-WEEKL	
2023/11/000352	11/17/2023 PRJ	474.02 REF 231117					WARRANT=231117 RUN=1 BI-WEEKL	
11520000 515015	MEDICARE	3,016	79	3,095	2,600.88	.00	494.27 84.0%	
2023/11/000009	11/03/2023 PRJ	98.62 REF 231103					WARRANT=231103 RUN=1 BI-WEEKL	
2023/11/000352	11/17/2023 PRJ	110.85 REF 231117					WARRANT=231117 RUN=1 BI-WEEKL	
11520000 515020	HLTH INS	47,884	0	47,884	62,325.21	.00	-14,441.21 130.2%*	
2023/11/000009	11/03/2023 PRJ	2,992.65 REF 231103					WARRANT=231103 RUN=1 BI-WEEKL	
2023/11/000352	11/17/2023 PRJ	3,525.79 REF 231117					WARRANT=231117 RUN=1 BI-WEEKL	
2023/11/000391	11/17/2023 GEN	464.41 REF					HEMMERSBACH 231117	

# Monroe County



## FINANCE NOVEMBER 2023

FOR 2023 11 JOURNAL DETAIL 2023 11 TO 2023 11

ACCOUNTS FOR:	ORIGINAL APPROP	TRNFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
11520 TRESURER							
11520000 515025 DENTAL INS	2,565	0	2,565	2,676.22	.00	-111.22	104.3%*
2023/11/000009 11/03/2023 PRJ	209.70 REF 231103				WARRANT=231103	RUN=1 BI-WEEKL	
11520000 515030 LIFE INS	72	0	72	63.00	.00	9.00	87.5%
2023/11/000009 11/03/2023 PRJ	4.50 REF 231103				WARRANT=231103	RUN=1 BI-WEEKL	
11520000 515040 WORK COMP	122	2	124	102.19	.00	21.35	82.7%
2023/11/000009 11/03/2023 PRJ	3.87 REF 231103				WARRANT=231103	RUN=1 BI-WEEKL	
2023/11/000352 11/17/2023 PRJ	4.35 REF 231117				WARRANT=231117	RUN=1 BI-WEEKL	
TOTAL SALARIES & FRINGE BENEFITS	288,329	5,657	293,986	270,204.03	.00	23,781.97	91.9%

**TR200 OFFICE ADMINISTRATIVE COSTS**

11520000 521405 BANK SERV	7,800	0	7,800	6,388.04	.00	1,411.96	81.9%
2023/11/000181 11/10/2023 API	506.30 VND 010677 IN S. CHARGE OCT 2023				STATE BANK FINANCIAL	STATE BANK SERVICE	1070914
11520000 531000 OFFIC SUPL	2,500	0	2,500	1,089.80	412.08	998.12	60.1%
2023/11/000379 11/17/2023 API	114.22 VND 015514 IN 1QY3-F1XD-6CG9				AMAZON	OFFICE SUPPLIES	1070947
2023/11/000509 11/22/2023 API	69.19 VND 001824 IN 3552791727				STAPLES ADVANTAGE	OFFICE SUPPLIES	1071180
2023/11/000509 11/22/2023 API	83.59 VND 001824 IN 3551889225				STAPLES ADVANTAGE	OFFICE SUPPLIES	1071180
11520000 531050 POSTAGE	6,000	0	6,000	4,420.19	.00	1,579.81	73.7%
11520000 532000 BK/PUB/SUB	1,000	0	1,000	664.28	.00	335.72	66.4%
TOTAL OFFICE ADMINISTRATIVE COSTS	17,300	0	17,300	12,562.31	412.08	4,325.61	75.0%

**TR300 TECHNOLOGY & EQUIPMENT**

11520000 522025 TELEPHONE	531	0	531	68.45	.00	462.55	12.9%
2023/11/000178 11/10/2023 API	13.77 VND 016567 IN 714300 OCT. 2023				LVT CORP	ACCT #8100 11/1/23	1070867

# Monroe County



## FINANCE NOVEMBER 2023

FOR 2023 11		JOURNAL DETAIL 2023 11 TO 2023 11							
ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL		
11520	TREASURER								
11520000	553100 EQUIP SERV	5,618	393	6,011	5,442.71	83.64	484.59	91.9%	
	2023/11/000509 11/22/2023 API	248.51 VND 002162 IN 31568970							CANON FINANCIAL SERV CONTRACT NUMBER 14 10941
	TOTAL TECHNOLOGY & EQUIPMENT	6,149	393	6,542	5,511.16	83.64	947.14	85.5%	
<b>TR350 IT POOL</b>									
11520000	599000 IT POOL	964	0	964	964.00	.00	.00	100.0%	
	TOTAL IT POOL	964	0	964	964.00	.00	.00	100.0%	
<b>TR400 CONF // EDUCATION &amp; TRAVEL</b>									
11520000	533010 CONF/SEM	2,418	-393	2,025	620.00	.00	1,405.06	30.6%	
11520000	533200 MILEAGE	759	0	759	225.00	.00	534.00	29.6%	
	TOTAL CONF / EDUCATION & TRAVEL	3,177	-393	2,784	845.00	.00	1,939.06	30.4%	
<b>TR600 PROGRAM COSTS</b>									
11520000	531020 OFFIC ASR	7,000	0	7,000	4,334.74	.00	2,665.26	61.9%	
	2023/11/000022 11/03/2023 API	1,746.35 VND 002380 IN 0926969							BEAR GRAPHICS INC TAX BILL ENVELOPES 10792
	2023/11/000509 11/22/2023 API	83.53 VND 001824 IN 3552791727							STAPLES ADVANTAGE OFFICE SUPPLIES 1071180
11520000	533210 MLG ASR	500	0	500	.00	.00	500.00	.0%	
11520000	556000 REF TX CNT	13,000	0	13,000	.00	.00	13,000.00	.0%	

# Monroe County



## FINANCE NOVEMBER 2023

FOR 2023 11			JOURNAL DETAIL 2023 11 TO 2023 11					
ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
11520 TREASURER								
11520000 556100 UNCOLL TAX	1,000	0	1,000	.00	.00	1,000.00	.0%	
TOTAL PROGRAM COSTS	21,500	0	21,500	4,334.74	.00	17,165.26	20.2%	
TOTAL TREASURER	334,419	5,657	340,076	292,825.84	495.72	46,754.44	86.3%	
TOTAL TREASURER	334,419	5,657	340,076	292,825.84	495.72	46,754.44	86.3%	
TOTAL REVENUES	-3,000	0	-3,000	-1,595.40	.00	-1,404.60		
TOTAL EXPENSES	337,419	5,657	343,076	294,421.24	495.72	48,159.04		

# Monroe County



## FINANCE NOVEMBER 2023

FOR 2023 11			JOURNAL DETAIL 2023 11 TO 2023 11					
ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
11521 TAX DEEDS								
<b>11521000 TAX DEEDS</b>								
11521000 418900 TX DEED R	-9,000	0	-9,000	-2,200.00	.00	-6,800.00	24.4%*	
TOTAL UNDEFINED ROLLUP CODE	-9,000	0	-9,000	-2,200.00	.00	-6,800.00	24.4%	
<b>TX600 PROGRAM COSTS</b>								
11521000 539200 TX DEED EX	20,000	0	20,000	14,744.20	.00	5,255.80	73.7%	
2023/11/000045 11/06/2023 CRP	450.00	REF 119286			2023/ 2127			
2023/11/000045 11/06/2023 CRP	450.00	REF 119286			2023/ 2127			
2023/11/000045 11/06/2023 CRP	-450.00	REF 119286			2023/ 2127			
TOTAL PROGRAM COSTS	20,000	0	20,000	14,744.20	.00	5,255.80	73.7%	
TOTAL TAX DEEDS	11,000	0	11,000	12,544.20	.00	-1,544.20	114.0%	
TOTAL TAX DEEDS	11,000	0	11,000	12,544.20	.00	-1,544.20	114.0%	
TOTAL REVENUES	-9,000	0	-9,000	-2,200.00	.00	-6,800.00		
TOTAL EXPENSES	20,000	0	20,000	14,744.20	.00	5,255.80		



**FINANCE**  
NOVEMBER 2023

FOR 2023 11		JOURNAL DETAIL 2023 11 TO 2023 11						
	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
GRAND TOTAL	956,225	6,484	962,709	833,857.78	1,966.45	126,884.77	86.8%	
** END OF REPORT - Generated by ADRIAN LOCKINGTON **								

### General Fund Balances

	<b>2020</b>		<b>2021</b>		
January	\$	22,711,767	\$	25,647,464	\$ 2,935,697
February	\$	25,386,603	\$	29,967,952	\$ 4,581,349
March	\$	25,609,602	\$	28,652,526	\$ 3,042,925
April	\$	24,778,942	\$	28,113,123	\$ 3,334,181
May	\$	24,183,414	\$	26,914,902	\$ 2,731,488
June	\$	23,314,454	\$	27,102,154	\$ 3,787,700
July	\$	34,031,682	\$	33,597,902	\$ (433,779)
August	\$	26,500,992	\$	27,826,159	\$ 1,325,167
September	\$	25,685,674	\$	26,918,527	\$ 1,232,853
October	\$	23,782,519	\$	23,420,672	\$ (361,846)
November	\$	23,908,747	\$	24,788,823	\$ 880,076
December	\$	22,768,894	\$	20,963,521	\$ (1,805,372)

	<b>2021</b>		<b>2022</b>		
January	\$	25,647,464	\$	25,792,910	\$ 145,446
February	\$	29,967,952	\$	27,019,205	\$ (2,948,747)
March	\$	28,652,526	\$	28,110,984	\$ (541,542)
April	\$	28,113,123	\$	27,823,059	\$ (290,065)
May	\$	26,914,902	\$	27,730,766	\$ 815,864
June	\$	27,102,154	\$	27,247,179	\$ 145,025
July	\$	33,597,902	\$	34,729,258	\$ 1,131,356
August	\$	27,826,159	\$	26,003,510	\$ (1,822,649)
September	\$	26,918,527	\$	23,267,960	\$ (3,650,567)
October	\$	23,420,672	\$	23,141,098	\$ (279,574)
November	\$	24,788,823	\$	23,676,066	\$ (1,112,757)
December	\$	20,963,521	\$	21,369,234	\$ 405,713

	<b>2022</b>		<b>2023</b>		
January	\$	25,792,910	\$	26,683,614	\$ 890,704
February	\$	27,019,205	\$	26,748,782	\$ (270,423)
March	\$	28,110,984	\$	25,961,796	\$ (2,149,188)
April	\$	27,823,059	\$	25,636,062	\$ (2,186,997)
May	\$	27,730,766	\$	24,219,687	\$ (3,511,079)
June	\$	27,247,179	\$	22,191,698	\$ (5,055,482)
July	\$	34,729,258	\$	32,243,623	\$ (2,485,635)
August	\$	26,003,510	\$	24,127,458	\$ (1,876,052)
September	\$	23,267,960	\$	23,131,887	\$ (136,073)
October	\$	23,141,098	\$	22,744,070	\$ (397,028)
November	\$	23,676,066	\$	22,494,629	\$ (1,181,437)
December	\$	21,369,234	\$	-	

**These numbers include the Outstanding checks, deposits, and check account balance at month-end.**

12/12/2023

Diane Erickson Monroe County Finance Director

\\MCIS-PROFSV-DC\Data\Financial\Data\Finance Report\2023\2023 General Fund Reserved-Committed-20%

## Restricted, Committed and Assigned Funds

### Restricted Funds

MM Haney Res 10000000 342100 E2050-\$1,000	\$	916.65	
Child Support - Designated Fund Balance	\$	22,816.88	
Software/computers 21300000 342100 E2200			
Redaction Fees 11715000 461390/521350	\$	14,211.55	
K-9 Donations 12116000 485000/579200	\$	100.75	
Dog Control 14195000 485000/579200	\$	76,078.10	
Justice Dept Donations 1295000 485000/579200	\$	339.00	
Veterans Service 14700000 485000/579200	\$	1,744.50	
Veterans-Suicide Prev 14700000 485005/579200	\$	4,555.00	
Park Donations 15200000 485000/579200	\$	6,843.80	
Human Services Donations 24900500 485000/579200	\$	896.83	
Crep Program 16140000	\$	19,974.81	
Broadband Restricted Funds 16702100 485000/579100	\$	15,187.10	
Econ Dev & Tourism Funds for Project Grant 16700000 579	\$	11,455.65	(ITBEC)
Forestry Maint. Land Acq. 16919000 580100	\$	36,057.35	
Forestry-Habelman Reforest 16919000 521700	\$	1,471.13	
Wildlife Habitat 16913000 435800/534050	\$	698.08	
Land Cons. CCF Donations 16942200 485000/579200	\$	384.94	
Land Cons. Awards Banquet Don. 16940000 485000/579200	\$	2,953.86	
Non-lapsing Cons. Programs Account 16942000 435800/534005	\$	88,694.55	
Non-lapsing MDV(Multi-Discharge Variance) 16942100	\$	35,456.10	
Non-lapsing Land Dev.&MGMT Account 16948000 435800/534005	\$	290,000.00	

### Committed Funds

Agronomist Position 16940000 579100 LC860	\$	25,573.09	
Nonlapsing Capital Parks 17620620 582500	\$	14,521.26	Res 08-21-03, Capital Bldgs Exp Budget

### Extension

Health & Well Being Exp. 15620613 579100	\$	9,991.33	
Youth Development Agent 15620615 579100	\$	8,954.74	

### Assigned Funds

Human Services Reserve Fund 24900000 343000	\$	300,000.00	
Contingency Fund Balance 10010000 539200	\$	-	
Retirement/Fringe Pool 11435000 515200	\$	91,065.41	
Nonlapsing Capital Pool 17100169	\$	608,417.87	
Nonlapsing Capital Vehicle Pool 17100169 581100	\$	489,693.01	

**General Fund Total** **\$ 2,179,053.34**

### Proprietary & Internal Service Funds

Debt Service Fund - Resolution 06-13-02	\$	-	
Capital Project(s) 47100000 582950	\$	1,534,623.31	
Nonlapsing Technology Pool 71490000 599000	\$	543,789.22	
Hwy-Capital Equipment 73310281 581000	\$	591,579.95	
Hwy-Cty TH Supplemental Const 73330319 534005	\$	1,717,514.24	
<b>Proprietary, Debt &amp; Internal Service Funds</b>	<b>\$</b>	<b><u>4,387,506.72</u></b>	

Former Treasurer to work 80 hours	1,714.00
Maintenance Truck Bid Overage	1,884.00
SW-Professional fees at Sand Creek site	20,000.00
Finance - GASB 87	1,950.00
SW-Filter systems on 6 homes	5,397.00
Dispatch - late 2022 invoice	16,392.00
Zoning-Board of Adjustment	10,000.00
SW-Professional fees at Sand Creek site	10,000.00
Asbestos/Hazard Survey-North Complex	37,854.47
Personnel-Labor Relations	10,000.00
Personnel-Legal Counsel	12,723.53
<b>Expenses from 2023 Contingency Fund:</b>	<b><u>\$ 127,915.00</u></b>

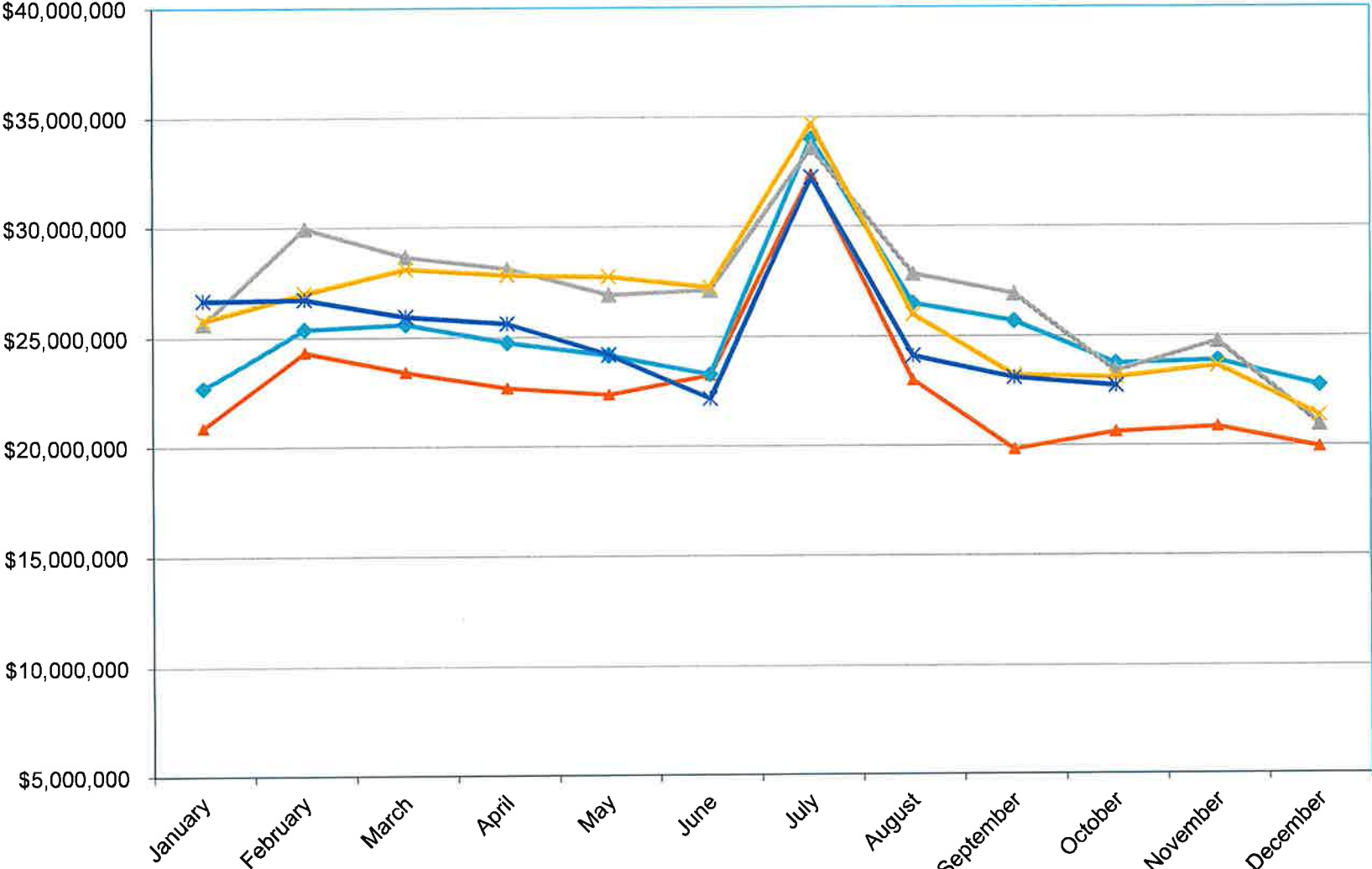
12/12/2023

Diane Erickson Monroe County Finance Director



Balance includes outstanding deposits, outstanding checks, checking acct balance, and General MM

### County Total General Fund Cash Balance



2019 2020 2021 2022 2023

12/12/2023

Diane Erickson

Monroe County Finance Director

**MONROE COUNTY MINIMUM FUND BALANCE POLICY**

November 2023

**Fund Balance in Excess of General and Special Revenue Fund Cash Reserves**

General and Special Fund Balance MM/ICS -	\$	19,494,628.96
General Fund CD's	\$	3,000,000.00
<b>Total General Fund</b>	\$	<b>22,494,628.96</b>

**General and Special Revenue Fund Cash Balance 11/30/2023** **\$ 13,087,751.21**

General Fund Restricted Total	\$	630,836.63
General Fund Committed Total	\$	59,040.42
General Fund Assigned Total	\$	1,489,176.29

**General Fund Restricted, Committed and Assigned Funds Total:** **\$ 2,179,053.34**

**General Fund cash balance less Restricted, Committed and Assigned Funds:** **\$ 10,908,697.87**

Proprietary, Debt & Internal Service Funds Cash: **\$ 9,406,877.75**

Proprietary, Debt & Internal Service Funds Committed: **\$ 4,387,506.72**

**Proprietary, Debt & Internal Service Funds Cash Less Committed:** **\$ 5,019,371.03**

**Actual 2023 total General & Special revenue budgeted operating expenses** **\$ 41,453,681.00**

**Minimum Fund Balance %** (X) 20%

**Minimum Fund Balance Amount** **\$ 8,290,736.20**

**General Fund Cash Balance Over/(Under) Minimum Fund Balance Amount** **\$ 2,617,961.67**

12/12/2023

Diane Erickson Monroe County Finance Director

**FINANCIAL DATA THROUGH NOVEMBER 30, 2023**

Account Type	Revenue					
	2022 Total Annual Budget	2022 Month Actual	2022 Actual to Annual Budget %	2023 Total Annual Budget	2023 Month Actual	2023 Actual to Annual Budget %
<b>100 - GENERAL FUND</b>						
0000 - UNDEFINED	8,784	0	0.00%	9,425	0	100.00%
1000 - GENERAL GOVERNMENT	26,393,781	22,249,803	84.30%	24,923,078	16,005,400	64.22%
1110 - COUNTY BOARD	0	0		0	0	0.00%
1121 - CIRCUIT COURT	264,157	265,156	100.38%	248,225	252,207	101.60%
1122 - CLERK OF COURT	577,250	527,091	91.31%	569,210	520,214	91.39%
1124 - FAMILY COURT COMMISSIONER	5,180	5,400	104.25%	5,020	4,460	88.84%
1127 - MEDICAL EXAMINER	43,300	39,079	90.25%	44,905	48,330	107.63%
1131 - DISTRICT ATTORNEY	78,711	48,545	61.68%	79,171	38,507	48.64%
1132 - CORPORATION COUNSEL	0	0	100.00%	0	0	100.00%
1141 - ADMINISTRATOR	0	0	100.00%	0	0	100.00%
1142 - COUNTY CLERK	23,310	25,007	107.28%	23,005	28,851	125.41%
1143 - PERSONNEL	0	0	100.00%	0	0	100.00%
1151 - FINANCE DEPARTMENT	729,697	553,468	75.85%	796,643	637,860	80.07%
1152 - TREASURER	13,000	2,374	18.26%	12,000	3,795	31.63%
1160 - MAINTENANCE	1	1	100.00%	1	1	100.00%
1171 - REGISTER OF DEEDS	411,814	347,899	84.48%	384,647	298,444	77.59%
1172 - SURVEYOR	2,300	1,590	69.13%	1,890	1,200	63.49%
1175 - LAND RECORDS	227,031	130,747	57.59%	178,127	151,154	84.86%
1210 - SHERIFF DEPARTMENT	126,600	121,074	95.64%	165,193	216,212	130.88%
1270 - JAIL	132,933	140,988	106.06%	99,305	190,034	191.36%
1290 - EMERGENCY MANAGEMENT	82,938	11,330	-13.66%	82,938	875	-1.06%
1293 - DISPATCH CENTER	0	0	100.00%	41,640	0	100.00%
1295 - JUSTICE DEPARTMENT	457,045	198,305	43.39%	457,273	303,363	66.34%
1368 - SANITATION	139,500	119,008	85.31%	139,500	86,370	61.91%
1419 - DOG CONTROL	157,622	159,258	101.04%	176,740	184,528	104.41%
1470 - VETERANS SERVICE	12,650	12,650	100.00%	34,833	34,833	100.00%
1512 - LOCAL HISTORY ROOM	84,128	32,099	38.16%	84,970	28,084	33.05%
1520 - PARKS	213,970	216,020	100.96%	231,255	230,217	99.55%
1530 - SNOWMOBILE	238,915	277,772	116.26%	481,300	305,702	63.52%
1560 - UW-EXTENSION	22,206	20,560	92.59%	7,498	8,556	114.12%
1614 - CONSERV RESERVE ENHANCE PROGR	0	0	100.00%	0	0	100.00%
1670 - ECON DEV COMMERCE & TOURISM	11,956	11,956	100.00%	18,337	9,255	100.00%
1691 - FORESTRY	476,403	427,243	89.68%	172,100	202,809	117.84%
1694 - LAND CONSERVATION	540,980	272,904	50.45%	551,863	107,150	19.42%
1698 - ZONING	30,600	44,500	145.42%	39,824	51,886	130.29%
1700 - CAPITAL OUTLAY	113,155	61,700	54.53%	169,800	24,401	14.37%
<b>100 - GENERAL FUND Total</b>	<b>31,619,916</b>	<b>26,300,866</b>	<b>83.18%</b>	<b>30,229,716</b>	<b>19,972,946</b>	<b>66.07%</b>
<b>213 - CHILD SUPPORT</b>	<b>653,435</b>	<b>507,141</b>	<b>77.61%</b>	<b>680,380</b>	<b>496,135</b>	<b>72.92%</b>
<b>241 - HEALTH DEPARTMENT</b>	<b>1,412,416</b>	<b>972,476</b>	<b>68.85%</b>	<b>1,510,765</b>	<b>996,271</b>	<b>65.94%</b>
<b>249 - HUMAN SERVICES</b>	<b>17,103,337</b>	<b>12,317,191</b>	<b>72.02%</b>	<b>16,262,490</b>	<b>13,374,785</b>	<b>82.24%</b>
<b>310 - DEBT SERVICE</b>	<b>7,012,646</b>	<b>94,631</b>	<b>1.35%</b>	<b>4,007,994</b>	<b>3,889,635</b>	<b>97.05%</b>
<b>410 - CAPITAL PROJECTS</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>1,534,623</b>	<b>1,534,623</b>	<b>100.00%</b>
<b>633 - SOLID WASTE</b>	<b>2,828,294</b>	<b>2,079,212</b>	<b>73.51%</b>	<b>3,653,328</b>	<b>2,255,583</b>	<b>61.74%</b>
<b>642 - ROLLING HILLS</b>	<b>21,791,456</b>	<b>8,798,677</b>	<b>40.38%</b>	<b>10,000,467</b>	<b>6,968,752</b>	<b>69.68%</b>
<b>714 - INFORMATION SYSTEMS</b>	<b>1,314,689</b>	<b>1,254,915</b>	<b>95.45%</b>	<b>1,418,723</b>	<b>1,407,463</b>	<b>99.21%</b>
<b>715 - INFORMATION TECHNOLOGY POOL</b>	<b>630,401</b>	<b>63,174</b>	<b>10.02%</b>	<b>697,726</b>	<b>81,658</b>	<b>11.70%</b>
<b>717 - SELF FUNDED EMPLOYEE INSURANCE</b>	<b>6,117,349</b>	<b>6,007,887</b>	<b>98.21%</b>	<b>6,346,038</b>	<b>7,023,064</b>	<b>110.67%</b>
<b>719 - WORKERS COMPENSATION</b>	<b>333,820</b>	<b>179,952</b>	<b>53.91%</b>	<b>345,320</b>	<b>262,308</b>	<b>75.96%</b>
<b>732 - HIGHWAY</b>	<b>20,181,831</b>	<b>13,594,382</b>	<b>67.36%</b>	<b>20,857,740</b>	<b>10,440,454</b>	<b>50.06%</b>
<b>820 - JAIL ASSESSMENT</b>	<b>140,000</b>	<b>70,464</b>	<b>50.33%</b>	<b>96,600</b>	<b>73,889</b>	<b>76.49%</b>
<b>830 - LOCAL HISTORY ROOM</b>	<b>84,128</b>	<b>69,233</b>	<b>-82.30%</b>	<b>84,970</b>	<b>185,715</b>	<b>218.57%</b>
<b>856 - M.M. HANEY TRUST</b>	<b>0</b>	<b>3</b>	<b>100.00%</b>	<b>0</b>	<b>1</b>	<b>100.00%</b>
<b>Grand Total</b>	<b>111,223,719</b>	<b>72,171,737</b>	<b>64.89%</b>	<b>97,726,881</b>	<b>68,963,283</b>	<b>70.57%</b>

This is 11 out of 12 months

91.67%

**FINANCIAL DATA THROUGH NOVEMBER 30, 2023**

Account Type

Expense

	2022			2023		
	Total Annual Budget	Month Actual	2022 Actual to Annual Budget %	Total Annual Budget	Month Actual	2023 Actual to Annual Budget %
<b>100 - GENERAL FUND</b>						
0000 - UNDEFINED	2,943,749	2,438,418	82.83%	1,774,609	2,089,249	100.00%
1000 - GENERAL GOVERNMENT	3,687,957	0	0.00%	2,027,308	0	0.00%
1110 - COUNTY BOARD	119,729	91,868	76.73%	123,555	95,419	77.23%
1121 - CIRCUIT COURT	678,997	497,995	73.34%	677,470	519,296	76.65%
1122 - CLERK OF COURT	838,209	610,050	72.78%	881,629	685,237	77.72%
1124 - FAMILY COURT COMMISSIONER	40,800	34,000	83.33%	40,800	34,000	83.33%
1127 - MEDICAL EXAMINER	245,951	195,221	79.37%	278,815	201,173	72.15%
1131 - DISTRICT ATTORNEY	729,014	605,926	83.12%	758,760	611,230	80.56%
1132 - CORPORATION COUNSEL	310,600	230,440	74.19%	339,538	258,534	76.14%
1141 - ADMINISTRATOR	246,205	193,852	78.74%	243,325	210,329	86.44%
1142 - COUNTY CLERK	349,631	295,951	84.65%	301,473	271,862	90.18%
1143 - PERSONNEL	448,182	286,343	63.89%	420,932	258,288	61.36%
1151 - FINANCE DEPARTMENT	1,174,119	946,809	80.64%	1,284,721	1,070,928	83.36%
1152 - TREASURER	331,375	247,290	74.63%	363,076	309,165	85.15%
1160 - MAINTENANCE	1,008,280	785,984	77.95%	1,221,680	921,572	75.43%
1171 - REGISTER OF DEEDS	324,166	227,604	70.21%	317,601	238,569	75.12%
1172 - SURVEYOR	27,556	24,365	88.42%	27,781	25,680	92.44%
1175 - LAND RECORDS	229,953	113,651	49.42%	182,851	111,892	61.19%
1190 - CNTY INS./MRRPC/SMRT/FARM ED	524,767	658,115	125.41%	566,630	741,665	130.89%
1210 - SHERIFF DEPARTMENT	3,522,140	2,836,790	80.54%	3,550,020	2,983,636	84.05%
1270 - JAIL	3,188,447	2,467,171	77.38%	3,291,007	2,655,462	80.69%
1290 - EMERGENCY MANAGEMENT	175,113	136,298	77.83%	152,816	137,958	90.28%
1293 - DISPATCH CENTER	1,297,050	1,070,870	82.56%	1,404,496	1,091,695	77.73%
1295 - JUSTICE DEPARTMENT	1,122,058	818,813	72.97%	1,213,022	963,109	79.40%
1368 - SANITATION	204,321	165,335	80.92%	263,120	152,033	57.78%
1419 - DOG CONTROL	267,483	155,232	58.03%	305,235	186,599	61.13%
1470 - VETERANS SERVICE	205,633	142,632	69.36%	238,653	199,193	83.47%
1511 - LIBRARY	388,328	388,328	100.00%	459,426	459,426	100.00%
1512 - LOCAL HISTORY ROOM	226,573	156,270	68.97%	246,708	175,369	71.08%
1520 - PARKS	148,852	108,994	73.22%	223,339	178,604	79.97%
1530 - SNOWMOBILE	238,915	109,187	45.70%	481,300	145,088	30.15%
1560 - UW-EXTENSION	232,598	141,972	61.04%	172,942	82,296	47.59%
1614 - CONSERV RESERVE ENHANCE PROGR	21,347	0	0.00%	21,420	1,446	100.00%
1670 - ECON DEV COMMERCE & TOURISM	1,810,183	81,544	4.50%	1,768,020	1,719,759	97.27%
1691 - FORESTRY	237,513	107,525	45.27%	183,422	109,961	59.95%
1694 - LAND CONSERVATION	1,347,753	640,566	47.53%	1,390,284	613,743	44.15%
1698 - ZONING	124,977	106,796	85.45%	166,600	123,003	73.83%
1700 - CAPITAL OUTLAY	2,601,392	1,033,536	39.73%	2,865,333	1,429,122	49.88%
<b>100 - GENERAL FUND Total</b>	<b>31,619,916</b>	<b>19,151,741</b>	<b>60.57%</b>	<b>30,229,716</b>	<b>22,061,589</b>	<b>72.98%</b>
213 - CHILD SUPPORT	653,435	568,952	87.07%	680,380	582,181	85.57%
241 - HEALTH DEPARTMENT	1,412,416	943,993	66.84%	1,510,765	1,100,048	72.81%
249 - HUMAN SERVICES	17,103,337	12,448,703	72.79%	16,262,490	13,978,408	85.95%
310 - DEBT SERVICE	7,012,646	7,011,893	99.99%	4,007,994	4,007,518	99.99%
410 - CAPITAL PROJECTS	0	0	100.00%	1,534,623	0	100.00%
633 - SOLID WASTE	2,828,294	1,910,314	67.54%	3,653,328	2,013,516	55.11%
642 - ROLLING HILLS	21,791,456	18,786,032	86.21%	10,000,467	7,627,536	76.27%
714 - INFORMATION SYSTEMS	1,314,689	1,135,849	86.40%	1,428,148	1,013,438	70.96%
715 - INFORMATION TECHNOLOGY POOL	630,401	9,189	1.46%	688,301	144,512	21.00%
717 - SELF FUNDED EMPLOYEE INSURANCE	6,117,349	4,931,343	80.61%	6,346,038	6,058,729	95.47%
719 - WORKERS COMPENSATION	333,820	261,167	78.24%	345,320	290,547	84.14%
732 - HIGHWAY	20,181,831	6,207,909	30.76%	20,857,740	11,807,268	56.61%
820 - JAIL ASSESSMENT	140,000	117,450	83.89%	96,600	92,252	95.50%
830 - LOCAL HISTORY ROOM	84,128	32,099	38.16%	84,970	28,084	33.05%
<b>Grand Total</b>	<b>111,223,719</b>	<b>73,516,635</b>	<b>66.10%</b>	<b>97,726,881</b>	<b>70,805,626</b>	<b>72.45%</b>

## FINANCIAL DATA THROUGH NOVEMBER 30, 2023

Account Type

### Salary & Fringe Expense

	2022	2022	2022 Actual to	2023	2023	2023 Actual to
	Total Annual Budget	Month Actual	Annual Budget %	Total Annual Budget	Month Actual	Annual Budget %
100 - GENERAL FUND						
1110 - COUNTY BOARD	76,220	55,659	73.02%	80,782	57,895	71.67%
1121 - CIRCUIT COURT	365,790	317,551	86.81%	396,509	345,212	87.06%
1122 - CLERK OF COURT	582,090	474,142	81.46%	637,543	533,205	83.63%
1127 - MEDICAL EXAMINER	159,541	121,986	76.46%	179,594	150,682	83.90%
1131 - DISTRICT ATTORNEY	701,863	584,468	83.27%	731,039	596,203	81.56%
1132 - CORPORATION COUNSEL	302,934	226,114	74.64%	328,440	251,153	76.47%
1141 - ADMINISTRATOR	237,335	187,728	79.10%	233,305	202,822	86.93%
1142 - COUNTY CLERK	206,652	177,994	86.13%	220,705	192,254	87.11%
1143 - PERSONNEL	223,278	193,181	86.52%	242,721	210,608	86.77%
1151 - FINANCE DEPARTMENT	1,122,086	898,059	80.03%	1,214,820	1,007,127	82.90%
1152 - TREASURER	265,564	221,436	83.38%	293,986	270,204	91.91%
1160 - MAINTENANCE	369,943	327,049	88.41%	393,207	352,015	89.52%
1171 - REGISTER OF DEEDS	249,238	195,615	78.49%	241,543	184,478	76.37%
1175 - LAND RECORDS	78,399	67,483	86.08%	83,665	72,180	86.27%
1210 - SHERIFF DEPARTMENT	2,989,345	2,410,691	80.64%	3,134,158	2,620,816	83.62%
1270 - JAIL	2,332,546	1,873,145	80.30%	2,423,907	1,963,629	81.01%
1290 - EMERGENCY MANAGEMENT	140,984	118,030	83.72%	120,091	126,346	105.21%
1293 - DISPATCH CENTER	1,071,159	859,653	80.25%	1,175,176	894,925	76.15%
1295 - JUSTICE DEPARTMENT	761,810	577,121	75.76%	808,595	695,036	85.96%
1368 - SANITATION	142,133	122,966	86.51%	197,071	143,120	72.62%
1419 - DOG CONTROL	155,231	120,665	77.73%	178,775	147,870	82.71%
1470 - VETERANS SERVICE	186,282	132,821	71.30%	192,200	165,241	85.97%
1512 - LOCAL HISTORY ROOM	141,883	121,032	85.30%	162,035	139,222	85.92%
1520 - PARKS	88,120	74,924	85.02%	166,782	140,209	84.07%
1560 - UW-EXTENSION	158,227	97,969	61.92%	118,921	55,202	46.42%
1691 - FORESTRY	60,557	52,776	87.15%	65,936	57,701	87.51%
1694 - LAND CONSERVATION	383,185	332,732	86.83%	477,516	381,828	79.96%
1698 - ZONING	115,443	99,575	86.25%	144,886	113,262	78.17%
<b>100 - GENERAL FUND Total</b>	<b>13,667,839</b>	<b>11,042,565</b>	<b>80.79%</b>	<b>14,643,908</b>	<b>12,070,444</b>	<b>82.43%</b>
213 - CHILD SUPPORT	539,508	466,970	86.55%	620,423	540,288	87.08%
241 - HEALTH DEPARTMENT	1,262,996	874,880	69.27%	1,304,139	967,571	74.19%
249 - HUMAN SERVICES	5,888,558	4,859,579	82.53%	6,876,647	5,773,568	83.96%
633 - SOLID WASTE	159,989	137,422	85.89%	166,273	144,434	86.87%
642 - ROLLING HILLS	6,265,306	4,615,163	73.66%	6,588,341	5,124,315	77.78%
714 - INFORMATION SYSTEMS	377,067	314,856	83.50%	384,684	334,283	86.90%
732 - HIGHWAY	3,925,622	3,175,446	80.89%	3,932,716	3,507,360	89.18%
<b>Grand Total</b>	<b>32,086,885</b>	<b>25,486,881</b>	<b>79.43%</b>	<b>34,517,131</b>	<b>28,462,264</b>	<b>82.46%</b>

This is 11 out of 12 months Insurance and 23/26 Payrolls

**RESOLUTIONS AND ORDINANCES – DECEMBER 20, 2023**

**12-23-01**

**RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE**

Offered by the Natural Resources & Extension Committee

**12-23-02**

**RESOLUTION AUTHORIZING INCREASE IN MARRIAGE LICENSE FEE**

Offered by the Administration & Personnel Committee

**RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE**

1       **WHEREAS**, the Natural Resource and Extension Committee has submitted an offer to purchase land  
2 located in the Township of Ridgeville, Monroe County, said land being contiguous to land currently owned by  
3 Monroe County and managed by the Monroe County Land Conservation Department; and  
4

5       **WHEREAS**, the offer to purchase this land in the amount of \$140,000.00 (one hundred and forty  
6 thousand dollars) has been accepted by the owner with a closing date of December 29, 2023; and  
7

8       **WHEREAS**, it is advantageous for Monroe County to purchase this property as it is contiguous to  
9 recreational property currently owned by Monroe County and the addition of this land would provide watershed  
10 protection above the Norwalk PL566 dam and would also provide additional recreational opportunities and public  
11 access to the already existing Monroe County property; and  
12

13       **WHEREAS**, there are currently funds available for this purchase in the non-lapsing Land Development  
14 and Management account.  
15

16       **NOW, THEREFORE, BE IT RESOLVED** by the Monroe County Board of Supervisors that they do hereby  
17 approve the purchase of real estate described as:

18               S1/2 of the SW1/4 of the NW1/4 Subject to an Easement to Monroe County Soil and Water  
19 Conservation District in 64 Misc. – 391 ( see attached offer to purchase).  
20

21       **BE IT FURTHER RESOLVED** that the Monroe County Board of Supervisors does authorize the transfer  
22 of funds from the non-lapsing Land Development and Management fund for the purchase of this land for the  
23 purchase price amount of \$140,000.00 (one hundred and forty thousand dollars) as well as an additional sum for  
24 closing costs in the estimated amount of \$325.00 (three hundred and twenty five dollars) said closing costs not to  
25 exceed \$1,000.00 ( one thousand dollars) to a new account to be created entitled Land Conservation Land  
26 Purchase account (# 17700700 580100 ) for the appropriate accounting of this purchase of land.  
27

Dated this 20<sup>th</sup> day of December, 2023.

Offered By The Natural Resource and Extension Committee.

Fiscal note: Funds exist in the non-lapsing Land Development and Management account (#16948000 534005) for the purchase of this land. This resolution further authorizes the Finance Department to create a Land Conservation Land Purchase account (#17700700 580100) and transfer funds from the non-lapsing account to this newly created account for the purchase amount of \$140,000.00 (one hundred forty thousand dollars) as well as an additional estimated amount for closing costs in the amount of \$325.00 (three hundred twenty-five dollars) closing cost amount not to exceed \$1,000.00 (one thousand dollars).

Statement of purpose: To authorize the purchase of land by Monroe County.

<p>Finance Vote (If required):  <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> Absent  .....  Approved as to form:  _____  Lisa Aldinger Hamblin, Corporation Counsel</p>	<p>Committee of Jurisdiction Forwarded on: _____, 20____  VOTE: <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> Absent  Committee Chair: _____  _____  _____</p>
<p><input type="checkbox"/> ADOPTED    <input type="checkbox"/> FAILED    <input type="checkbox"/> AMENDED  <input type="checkbox"/> OTHER _____  County Board Vote on: _____ 20____  <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> Absent</p>	<p>STATE OF WISCONSIN  COUNTY OF MONROE  I, SHELLEY R. BOHL, Monroe County Clerk, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution # _____ acted on by the Monroe County Board of Supervisors at the meeting held on _____.  _____  SHELLEY R. BOHL, MONROE COUNTY CLERK  <i>A raised seal certifies an official document.</i></p>

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

1 LICENSEE DRAFTING THIS OFFER ON November 8, 2023 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **[STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, Monroe County Land Conservation  
4 offers to purchase the Property known as O Kermit Avenue

5  
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-658, or attach  
7 as an addendum per line 680] in the Town of Ridgeville, County  
8 of Monroe Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is One Hundred Forty Thousand  
10 Dollars (\$ 140,000.00).

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

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: N/A

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 650-658 or in  
27 an addendum per line 680.**

28 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before November 15, 2023

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 December 29, 2023

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 N/A 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 N/A)  
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: N/A

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 August 17, 2023 , 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 N/A

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 **N/A** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.  
191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**  
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**  
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**  
194 **continued after sale. The Parties agree this provision survives closing.**  
195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
205 <https://dnr.wisconsin.gov/topic/forestry> .  
206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .  
211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
214 visit <http://www.datcp.state.wi.us/> for more information.  
215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
220 Agency office or visit <http://www.fsa.usda.gov/> .  
221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .  
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
228 zoning restrictions, if any.  
229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
230 where one or both of the properties is used and occupied for farming or grazing purposes.  
231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
232 **occupied for farming or grazing purposes.**  
233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 680).

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

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

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: N/A

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

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

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

274 \_\_\_\_\_  
275  **N/A** **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  **N/A** **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller)  **STRIKE ONE** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a  **CHECK ALL THAT APPLY**  rezoning;  conditional use permit;  
284  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.  
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

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

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

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

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

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

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

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

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

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

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-658 or in an addendum attached  
364 per line 680. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
366 lender's appraiser access to the Property.

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

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

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

372  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

381 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.  
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
402 worthiness for Seller financing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

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

452 Other: \_\_\_\_\_

453 \_\_\_\_\_

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

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

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

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

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

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

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

472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE

474 APPLIES IF NO BOX IS CHECKED.

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

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

478  \_\_\_\_\_

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

537 \_\_\_\_\_  
538 \_\_\_\_\_ . Insert additional terms, if any, at lines 650-658 or attach as an addendum per line 680.

539 **DEFINITIONS**

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

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



545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 650-658 or in an addendum attached per line 680, or lines 534-538 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** This offer is contingent on the written approval of  
651 the Monroe County Board, Wisconsin. The meeting for this approval is scheduled in December  
652 of 2023. The parcel number is: 034-00323-0000, consisting of 20 acres.

653 \_\_\_\_\_  
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658 \_\_\_\_\_

659 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
660 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
661 662-677.

662 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
663 line 664 or 665.

664 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

665 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

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

667 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

668  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at 670 line 673 or 674.

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

673 Address for Seller: \_\_\_\_\_

674 Address for Buyer: \_\_\_\_\_

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

676 Email Address for Seller: coltynb@uchuntingproperties.com

677 Email Address for Buyer: JamesLanier2020@gmail.com

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

680  **ADDENDA**: The attached Addendum A To The Offer to Purchase is/are made part of this Offer.

681 This Offer was drafted by [Licensee and Firm] James Lanier, United Country MLP

**WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

**Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.**

694 (x) \_\_\_\_\_  
695 Buyer's Signature ▲ Print Name Here ► Monroe CountyLand Conservation Date ▲

696 (x) \_\_\_\_\_  
697 Buyer's Signature ▲ Print Name Here ► Date ▲

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

702 (x) \_\_\_\_\_  
703 Seller's Signature ▲ Print Name Here ► Date ▲

704 (x) \_\_\_\_\_  
705 Seller's Signature ▲ Print Name Here ► Date ▲

706 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

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

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

# ADDENDUM A TO THE OFFER TO PURCHASE

This Addendum is made part of the Offer to Purchase dated November 8, 2023,  
made by Monroe County Land Conservation (Buyer), with respect to the Property at  
0 Kermit Avenue, Norwalk, WI 54648.

The provisions of this Addendum are part of this Offer if checked or marked in the box before each item intended to be included. Items are not part of this Offer if marked N/A or left blank. If items in this Addendum marked as included with this Offer conflict with the optional terms in the main body of the Offer to Purchase, the terms of this Addendum shall prevail. Buyer and Seller acknowledge that the broker and agents involved in preparing these addendum terms are not dictating how the Offer to Purchase is or must be completed. The provisions in this Addendum are preprinted for convenience only. Buyer and Seller are aware this Addendum includes provisions which may not be applicable in all transactions. All terms herein may be modified by the parties, and additional provisions may be added by the parties, to accomplish the intent of the parties. No representation is made by broker or agents involved in preparing these addendum terms as to the legality, appropriateness, sufficiency, or enforceability of any provision in a specific transaction. Buyer and Seller are advised to consult legal counsel.

## PRE-QUALIFICATION OR PRE-APPROVAL LETTER

1.  Buyer shall deliver to Seller, within \_\_\_\_\_ days of acceptance of this Offer:  
 Pre-qualification Letter  Pre-approval Letter

Indicating in the opinion of a lender that Buyer is eligible for financing of the type and amount required, subject to verifications and/or conditions stated in the letter. If Buyer does not make timely delivery of the letter, Seller may terminate this Offer by delivering a written notice of termination Buyer, provided Seller's termination notice is delivered within three (3) days after the date the letter was due, and provided Seller's termination notice is delivered before Buyer delivers the letter to Seller, otherwise this contingency shall be deemed satisfied.

**Note: This is not a loan commitment.**

## FINANCING CONTINGENCY SATISFACTION

2.  If this Offer contains a contingency for financing, Buyer and Seller agree that the requirement for delivery of the loan commitment to Seller shall be satisfied, without separate documentation, provided Buyer signs the loan commitment itself.

## BUYER'S BROKERAGE COMPENSATION

3.  Seller agrees to pay brokerage fees in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price at the time of closing, and agrees United Country Midwest Lifestyle Properties is a direct and intended third-party beneficiary of this contract. **Note:** If the property is listed and subject to an offer of compensation, Buyer hereby directs Buyer's broker to reject any offer of compensation offered by the listing broker to Buyer's broker, and to instead have Seller pay Buyer's brokerage fees directly in the amount or percentage as stated herein, at closing.

## SELLER TO CREDIT BUYER - (Closing Costs, Etc.)

4.  Seller agrees to credit Buyer \$ \_\_\_\_\_ at the time of closing to be used by Buyer for closing costs, prepaid expenses, financing expenses, other Buyer's costs, and \_\_\_\_\_.

## PURCHASE BY REAL ESTATE LICENSEE

5.  It is understood that the Buyer is a real estate agent with United Country Midwest Lifestyle Properties and has a real estate license in the State of Wisconsin. Buyer is purchasing this property for (homestead) (investment) [strike one] and may realize a profit from the subsequent resale. As an incentive for Buyer to purchase the Property, Seller agrees to pay \_\_\_\_\_ % of the purchase price to United Country Midwest Lifestyle Properties at closing, on behalf of Buyer. Seller acknowledges and agrees that any compensation derived from this transaction by Buyer through United Country Midwest Lifestyle Properties shall be considered an incentive to purchase.

-1- Initials Buyer \_\_\_\_\_ Seller \_\_\_\_\_

**SURVEY MAP/CERTIFIED SURVEY/BOUNDARY CORNERS**

6.  **Survey Map:** This Offer is contingent upon (Buyer obtaining)(Seller obtaining) [strike one] ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) [strike one] ("Seller" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, identify the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of the improvements, if any, and:

[strike and complete as applicable). If a specific type survey is intended, such as ALTA/ACSM Land Title Survey, specify accordingly. Additional map features may be added, including but are not limited to: how current the map must be; staking of all corners of the Property; identifying dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. Additional features required:

**Caution: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map, when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five (5) days of Buyer's receipt of the map, delivers to Seller a copy of the map and a written notice which identifies: 1) the significant encroachment; 2) information materially inconsistent with prior representations; or 3) failure to meet requirements stated within this contingency.

**Certified Survey:** (Buyer shall obtain) (Seller shall provide) [strike one] ("Seller shall provide" if neither is stricken) a Certified Survey of the Property, approved by all applicable governmental authorities, in recordable form acceptable to the applicable County Register of Deeds, no later than \_\_\_\_\_ days after acceptance. Cost of survey shall be pay by (Buyer) (Seller) [strike one]. ("Seller" if neither is stricken). This contingency shall be satisfied unless Buyer delivers a copy of the survey and a written notice to Seller, within five (5) days of the earlier of: 1) Buyer's receipt of the survey; 2) the deadline for delivery of said survey. The notice shall identify material items inconsistent with previous representations, or material encroachments or boundary line disputes, in which case this Offer shall be null and void.

**Boundary Corners:** (Buyer shall provide) (Seller shall provide) [strike one] ("Seller" if neither is stricken) at (Buyer's) (Seller's) [strike one] expense ("Seller" if neither is stricken), a Wisconsin licensed surveyor to flag all exterior corners of Property prior to closing.

**ZONING AND LAND REGULATIONS**

7.  This Offer is contingent upon the Buyer having the opportunity to research and review all relevant laws, regulations, ordinances and other governmental land use restrictions affecting the Property, including zoning regulations and building codes, and Buyer's determination that none of the above significantly increases Buyer's construction, maintenance, or landscaping costs, imposes costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict legal uses of the Property intended by Buyer. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of acceptance, a notice terminating this Offer, stating specifically which laws, regulations or ordinances negatively affect Buyer's intended use of the Property, according to the criteria stated herein. For purposes of this contingency, Buyer's right of termination shall be limited to those restrictions of which Buyer did not have actual notice, or written notice, at the time of submitting the Offer.

**WETLAND RESERVE, MANAGED FOREST LAND AND OTHER GOVERNMENT PROGRAMS**

8.  Seller shall disclose to Buyer, within five (5) days of acceptance, whether the land being sold or any portion thereof, is subject to a conservation easement or is enrolled in any government or other Program including, without limitation, Wetlands Reserve, GRP, Managed Forest Law, CREP, CRP, or any other Program which in any limits or restricts in any way the use of any portion of the property. Within five (5) days of disclosure, Seller shall provide to Buyer all documents and written information in Seller's possession which identify and describe the terms of any such Program(s). Seller does hereby authorize the release of information directly to Buyer or Buyer's authorized agent from the entity administering any such Program so that Buyer may ascertain its terms. Buyer shall have twenty (20) days from acceptance to determine whether the Program imposes costly or burdensome duties or obligations on Buyer or whether they prohibit or substantially restrict legal uses of the property intended by Buyer. This contingency shall be deemed satisfied unless Buyer delivers to Seller (within 20 days of acceptance), a notice terminating this Offer.

2 Initials Buyer \_\_\_\_\_ Seller \_\_\_\_\_

**USE-VALUE ASSESSMENT**

9.  Seller shall disclose to Buyer, within ten (10) days of acceptance, whether the land being sold or any portion thereof, is subject to a use-value assessment (under Wis. Stats. 70.32§(2r)), and whether the Seller/land is subject to a penalty under the use-value system, and whether a penalty on the Seller/land has been deferred, and identifying the amount of any penalty or deferred penalty. This contingency will be deemed satisfied unless Buyer delivers to Seller, within five (5) days of receipt of said disclosure, a notice terminating this Offer, based upon the use-restrictions imposed or the amount of penalty pending or deferred.

**SUBDIVISIONS/DEED RESTRICTIONS**

10.  Seller shall deliver to Buyer deed and subdivision restrictions and any owners' association rules and/or restrictions that have been recorded with the Register of Deeds, within \_\_\_\_\_ days of acceptance of this Offer. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within five (5) days of receipt of said documents, a notice terminating this Offer, identifying which restrictions or rules would significantly increase Buyer's construction, maintenance, or landscaping costs, would impose costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict legal uses of the Property intended by Buyer. For purposes of this contingency, Buyer's right of termination of the Offer shall be limited to those restrictions of which Buyer did not have actual notice, or written notice, at the time of submitting the Offer (Note: The brokers and agents involved may assist in obtaining documents called for in this contingency, but make no representation as to the completeness or applicability of said documents. Buyer and Seller are solely responsible for determining that the documents delivered in connection with this contingency are complete.)

**HOME OWNERS ASSOCIATION DUES**

11.  Seller shall, within \_\_\_\_\_ days of acceptance of this offer, provide Buyer with the amount of any mandatory Home Owners Association fees, including any past due amounts.

**JOINT DRIVEWAY AND/OR JOINT WELL**

12.  This offer is contingent upon the Seller delivering to Buyer a copy of any applicable joint driveway agreement(s) and/or joint well agreement(s) within \_\_\_\_\_ days of acceptance. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within five (5) days of receipt of said agreement(s), a notice terminating this Offer, identifying those terms of the agreement(s) which will significantly and adversely affect Buyer's intended use of the Property, or which are unacceptable to Buyer's lender.

**ABANDONED WELLS**

13.  If there is an abandoned well on the Property, Seller shall, prior to the closing of this transaction, close the well and provide Buyer with documentation confirming closure in compliance with applicable codes, or provide Buyer with documentation evidencing that the well has been previously closed in compliance with the applicable codes in effect at the time of closure.

**WELL & WATER INSPECTION/TESTING**

14.  This Offer is contingent upon (Buyer obtaining) (Seller providing) [strike one] ("Seller providing" if neither is stricken) no later than \_\_\_\_\_ days after acceptance, a current report from a state approved, or certified lab if required by law, which indicates that the well(s) are supplying water that is within the levels established by federal and/or state laws regulating public water systems for safe human consumption, relative to the following substances: bacteria (total Coliform and E.coli), nitrates, arsenic and;

(If desired, insert other substances that may affect drinking water safety such as: pesticides, lead, copper, radium, radon, etc., or may affect water aesthetics, such as iron, sulfur bacteria, etc. Testing for nonpotable wells shall be for Coliform bacteria only, unless specified or required by law. All water samples for testing shall be taken by a licensed water well driller or a licensed pump installer, if required by law, or by an independent, qualified person, if permitted by law. The same party identified above shall also be responsible for obtaining/providing a current report from a licensed water well driller or a licensed pump installer or a county employee with proper delegated authority, competent to inspect well systems, which indicates the well(s) and pressure system(s) required to be inspected under applicable law, conform to the requirements applying to property transfer well inspections, including being compliant under the code in effect at the time of construction or installation, and not disapproved for current use, and which produce(s) sufficient quantity of water to adequately serve the needs of the type of property or properties served by the well(s).

3 Initials Buyer \_\_\_\_\_ Seller \_\_\_\_\_

The party responsible for obtaining the report(s) shall be responsible for all costs. This contingency shall be deemed satisfied unless Buyer, within five (5) days of receipt of the last of the applicable report(s), delivers a copy of the report(s) and a notice terminating this Offer, stating why the report(s) do not satisfy the standard set forth in this contingency.

#### PRIVATE SANITARY SYSTEM (POWTS)

15.  This Offer is contingent upon (Buyer obtaining) (Seller providing) [strike one] ("Seller providing" if neither is stricken) no later than \_\_\_\_\_ days after acceptance, a current written reports) from a county code administrator, licensed master plumber, licensed master plumber - restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a certified soil tester, which indicates the POWTS (private onsite wastewater treatment system) conforms to the code in effect with the POWTS was installed, is not disapproved for current use, is hydraulically functional and maintains vertical separation from limiting conditions such as groundwater and bedrock per current code. The party responsible for obtaining or provided the report(s) shall be responsible for all costs, other than pumping, If required by the inspector, the POWTS is to be pumped at time of inspection, in the presence of, or under supervision of, the inspector, at (Buyer's) (Seller's) [strike one] expense (at expense of the party responsible for obtaining/providing the report(s), if a choice of party is not indicated here). This contingency shall be deemed satisfied unless Buyer, within five (5) days of receipt of said report(s), delivers to Seller, a copy of report(s) and a notice terminating this Offer, stating why the report(s) does/do not satisfy the standard in this contingency. **Note:** Different professionals may be needed to inspect different system components. **CAUTION: Buyer is aware that POWTS are regulated by state and county agencies. Additional inspection(s)/testing and ongoing maintenance programs may be required upon transfer of the Property. A failing inspection or test may mean a new system is required. Buyer is advised to consult county and local officials for additional POWTS requirements.**

#### PUBLIC/MUNICIPAL WATER SYSTEM

16.  This Offer is contingent upon Buyer researching and reviewing the water quality data available for the public/municipal water system serving the property, whether municipal, community, or non-community. If Buyer receives water quality data from the operator of the public water system serving the property (e.g. Consumer Confidence Report), or from any state or local government authority or agency, which indicates that the drinking water supplied to the premises does not meet the required federal and/or state regulations as to safety and maximum health-related levels of contaminants, Buyer may terminate this Offer by delivering a notice of termination to Seller, within \_\_\_\_\_ days of acceptance, along with a copy of the data and/or reports relied upon by Buyer, otherwise this contingency shall be deemed satisfied.

#### UNDERGROUND STORAGE TANKS

17.  If there is an underground storage tank on the Property and if its existence is known by Seller, Seller shall, prior to closing, comply with all federal, state and local regulations regarding the tank, including state tank registration and abandoned tank closure requirements. This Offer is contingent on Seller confirming to Buyer, in writing, at least five (5) days prior to closing, that any in-use underground storage tank is registered and meets applicable current state operating standards; and that any abandoned underground storage tank was properly cleaned and closed in conformance with applicable state standards and that Seller has no knowledge of any contamination detected upon closure. Seller shall give Buyer copies of any documents confirming Seller's representations regarding any tanks. It is Buyer's sole responsibility to comply with state tank registration requirements and re-register in Buyer's name any tanks remaining in use upon the Property after closing.

#### ABOVE GROUND STORAGE TANKS/BASEMENT FUEL TANKS

18.  If there is an abandoned above ground storage tank (AST) or an abandoned basement fuel tank on the Property, Seller shall, prior to closing, comply with all applicable state regulations regarding such tank(s). This Offer is contingent upon Seller confirming to Buyer, in writing, at least five (5) days prior to closing, that any abandoned AST or abandoned basement fuel tank has been emptied and cleaned in conformance with applicable state standards and that all required notices and registrations have been completed. Seller shall give Buyer copies of any documents confirming compliance with the applicable regulations.

#### LEAD BASED PAINT

19.  If applicable, an Addendum S - Lead Based Paint Disclosure and Acknowledgment shall be a part of this Offer. (Required for residential improvements constructed prior to 1978).

4 Initials Buyer \_\_\_\_\_ Seller \_\_\_\_\_

**Note:** If not attached, and if required by federal or state law, Seller agrees to include a completed Addendum S in the Offer. - Buyer acknowledges receipt of EPA booklet on lead hazards, or that Buyer has reviewed the EPA booklet from the EPA website <http://www.epa.gov/lead/pubs/leadprot.htm>.

#### **RADON TEST**

20.  This Offer is contingent upon (Buyer obtaining) (Seller providing) [strike one] ("Seller providing" if neither is stricken) a current written report, within \_\_\_\_\_ days of acceptance, documenting the results of a radon gas test on the Property, conducted by a professional testing service or contractor qualified to perform radon testing. (The parties agree testing must be conducted consistently with Environmental Protection Agency (EPA) guidelines). Seller (shall) (shall not) [strike one] have the right to remediate. (Seller shall have a right to remediate if no choice is indicated.) - If the test results indicate a radon gas level at or above 4.0 pCi/L (pico curies per liter of air, per EPA standards), Buyer may deliver to Seller a notice objecting to the level of radon, along with a copy of the test results. This Offer shall be considered terminated, effective upon delivery of said notice and test results, unless Seller has the right to remediate. - If Seller has the right to remediate, Seller may satisfy this contingency by: 1) delivering to Buyer, within ten (10) days of receipt of the test results, a written notice of Seller's election to remediate, and 2) hiring a professional or contractor qualified to perform radon remediation to install in a good and workmanlike manner an appropriate remediation system to lower the radon gas level on the Property to below 4.0 pCi/L, and 3) providing a re-test report to Buyer after installation of remediation's system, confirming a radon gas level in the test which is below 4.0 pCi/L, no later than three (3) days prior to closing. (**Note:** Any re-test shall be performed by, or under the supervision of, a professional testing service or contractor qualified to perform radon testing.) This Offer shall be terminated if Buyer submits the test results and a notice objecting to the radon levels identified in the test results and Seller has the option to remediate, but the Seller either elects not to remediate, or fails to elect to remediate.

#### **VARIOUS TESTS**

21.  This Offer is contingent upon (Buyer obtaining) (Seller providing) [strike one] ("Seller providing" if neither is stricken) a current written report documenting the results of the following tests: \_\_\_\_\_ within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) [strike one] expense (Buyer's expense if neither is stricken). This testing contingency shall be deemed satisfied unless Buyer, within five (5) days of Buyer's receipt of the test report(s), delivers to Seller a copy of the test report(s) and a written notice identifying the defect(s) to which Buyer objects. For the purposes of this contingency, "defect" is defined as that term is defined in the base Offer to Purchase (WB State Form). Seller (shall) (shall not) [strike one] have the right to cure. (Seller shall have a right to cure if no choice is indicated). If Seller has the right to cure, the procedure for electing whether to cure and/or curing any "defect" shall be the same stated in the base Offer to Purchase.

#### **INSPECTIONS, TESTS, APPRAISALS AND OPINIONS**

22.  Broker has recommended to Buyer that the Property be thoroughly inspected and tested, covering all components and conditions material to Buyer. Broker, agents or broker's Concierge service may furnish names of inspectors/testers, appraisers, or other third party professionals, but Buyer acknowledges that no representation has been made as to the competency of the inspectors/testers, appraisers, or third party professionals. The party designated as responsible for obtaining an inspection/tester, or other professional, is solely responsible for confirming adequacy of qualifications. If Buyer does not include an inspection and/or testing contingency, Buyer is considered to have waived inspection and/or testing in writing. Buyer and Seller agree the real estate brokers are not responsible for the negligent actions of inspectors, testers, or other third party professionals.

#### **ATTORNEY'S APPROVAL**

23.  This Offer is contingent upon review and approval of this Offer by Buyer's attorney within \_\_\_\_\_ days of acceptance. Approval shall be based upon the following standards: (1) the sufficiency of the accepted offer as to definiteness, certainty and enforceability; and (2) the suitability and sufficiency of the conditions of the Offer for the protection of the Buyer in relation to the Buyer's particular financial and personal circumstances as revealed by the Buyer to the reviewing attorney. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within the time period provided above, a written disapproval from Buyer's attorney, based upon any of the foregoing standards, identifying specifically those items or terms to which Buyer's attorney objects. Buyer agrees that for purposes of this contingency, said disapproval may not be based upon the amount of the purchase price, the costs of credits payable to or by Seller, or commission amount.

5 Initials Buyer \_\_\_\_\_ Seller \_\_\_\_\_



If written disapproval is delivered, the parties shall have two (2) business days to negotiate an amendment modifying the contract to cure the grounds for the disapproval. If no such agreement is reached in that time, Buyer shall have two (2) days to terminate this Offer by delivery to Seller of a notice of termination. Upon timely delivery of Buyer's notice of termination, this Offer shall be deemed null and void, otherwise this contingency is satisfied and waived.

**BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF PROPERTY**

24.  Buyer acknowledges it is Buyer's responsibility to make certain the Property is in a condition Buyer finds acceptable, and that the Property, including any applicable regulations or restrictions, are compatible with Buyer's intended use of the Property. Buyer is advised to include all provisions and contingencies deemed necessary by Buyer for all issues Buyer considers material. While broker, agents, or broker's Concierge service may assist in arranging for performance or satisfaction of contingencies in this Offer, it is Buyer's responsibility to ensure that all necessary acts are taken to make use of each contingency selected, and to ensure that all such acts are taken within the applicable time limitation(s). Buyer acknowledges that in purchasing the Property, Buyer has relied upon Buyer's own independent inspection, analysis, and judgement, and upon the statements, disclosures and representations concerning the Property as are contained in this Offer. Buyer specifically acknowledges that Buyer is not relying upon any statements provided to Buyer or representations of Seller or any real estate agent or broker, whether in the MLS, advertisements, or otherwise, unless such statement(s) or representation(s) is(are) expressed in writing and specifically set forth in this Offer. Buyer has the responsibility to verify all material information, and Buyer acknowledges Buyer is not relying upon any real estate agent or broker to verify the accuracy of any of Seller's or third parties' statements, disclosures and/or representations.

**HOME WARRANTY**

25.  This Offer includes a one year home warranty plan, through \_\_\_\_\_ to be provided at closing for Buyer, covering repair or replacement of the working components of the home, subject to the applicable deductible and the specific terms, conditions and limitations of the plan.

The plan shall be [check one]  \_\_\_\_\_ (\$ \_\_\_\_\_ )  
or  Other: \_\_\_\_\_

The cost of the warranty plan shall be paid by (Buyer) (Seller) [strike one]. (Seller, if no choice indicated), and the (Listing Broker) (Selling Broker) [strike one] (Selling Broker, if no choice indicated), shall place the application. Buyer and Seller understand and agree that a portion of the warranty fee may be paid to the broker as a processing fee. A copy of the indicated plan has been received. **Note:** If any optional coverages are desired, if the Property is in excess of 5000 sq. ft., or if the Property is a duplex or multiple unit, check "Other" and specify the premium amount, and identify the specific plan and coverages. **Note: Mobile Homes are not eligible for coverage. This provision is deleted if subject property is a mobile home.**

**NEW CONSTRUCTION**

26.  Buyer and Seller shall meet within \_\_\_\_\_ days of acceptance of the Offer to determine specifications, landscaping, builder's warranty and allowances, and other construction terms. This contingency shall be considered waived within two (2) business days of meeting unless Buyer delivers notice of unacceptability to Seller, at which time this Offer shall be null and void and earnest money returned to Buyer.

**LIEN WAIVERS**

27.  Seller shall disclose, no later than 3 days prior to closing, all work performed on the property within the last 6 months prior to closing. Seller warrants that all such work is paid in full and shall provide lien waivers for any contractor, subcontractor or provider of materials at closing.

**TESTING CONTINGENCY**

28.  This Offer is contingent upon \_\_\_\_\_

**PERSONAL PROPERTY**

29.  All personal property listed in the Offer is in working order and has no value, unless a specific value is assigned in this Offer to Purchase.

6 Initials Buyer \_\_\_\_\_ Seller \_\_\_\_\_

**EMAIL DELIVERY**

30.  Parties agree that electronic delivery is an option and to execute the necessary *consent* and *delivery* forms.

**REZONING**

31.  This Offer is contingent upon Buyer obtaining the approval of the proper authorities to rezone this property from \_\_\_\_\_ to \_\_\_\_\_. Seller will cooperate fully with Buyer in the rezoning effort. The cost of rezoning shall be borne by (Seller) (Buyer) [strike one] ("Buyer" if not stricken). Upon the expiration of sixty-five (65) days from acceptance of Offer, this contingency shall be deemed satisfied unless Buyer notifies Seller of the inability to obtain the desired rezoning. If the rezoning is in progress, the parties shall extend closing so as to allow the completion of rezoning for a reasonable period of time, not to exceed \_\_\_\_\_ days (30 days if left blank).

**FLOOD INSURANCE PREMIUMS CONTINGENCY**

32.  This Offer is contingent upon Buyer obtaining, an insurance binder, certificate of insurance or other insurance company documentation or correspondence showing (that Buyer's annual premium for flood insurance for Buyer's initial year of ownership after closing shall not exceed \$ \_\_\_\_\_) (that Buyer's annual premium will not exceed \$ \_\_\_\_\_ after \_\_\_\_\_ years) (that the actuarial annual premium cost is computed to be no more than \$ \_\_\_\_\_) [strike and complete as applicable]. This contingency shall be deemed satisfied unless Buyer, no later than \_\_\_\_\_ days (after acceptance) (prior to closing) [strike one] ("prior to closing" if neither is stricken), delivers to Seller written notice indicating that this contingency has not been satisfied and documentation of the flood insurance premiums available to Buyer. If this contingency is not satisfied, Buyer may terminate this Offer by delivering written notice of termination to Seller.

**ADDITIONAL PROVISIONS**

33.  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Buyer(s):

Seller(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Monroe County Land Conservation**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

7 Initials Buyer \_\_\_\_\_ Seller \_\_\_\_\_

**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 0 KERMIT AVE.  
 IN THE \_\_\_\_\_ TOWN \_\_\_\_\_  
 (CITY) (VILLAGE) (TOWN) OF RIDGEVILLE, COUNTY OF \_\_\_\_\_  
MONROE STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF August (MONTH) 17 (DAY), 2023 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

**NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS**

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

**A. OWNER'S INFORMATION**

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

**CAUTION:** The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

**B. ENVIRONMENTAL**

YES NO N/A

- B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property?  YES  NO  N/A
- B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property?  YES  NO  N/A
- B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?  YES  NO  N/A
- B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems?  YES  NO  N/A
- B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?  YES  NO  N/A
- B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program?  YES  NO  N/A
- B7. Explanation of "yes" responses \_\_\_\_\_

**C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS**

YES NO N/A

- C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.)  YES  NO  N/A
- C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.  YES  NO  N/A
- C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations?  YES  NO  N/A
- C4. Are you aware of a joint well serving this property?  YES  NO  N/A
- C5. Are you aware of a defect relating to a joint well serving this property?  YES  NO  N/A
- C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?  YES  NO  N/A
- C7. Explanation of "yes" responses \_\_\_\_\_

**D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.**

- |   | YES                      | NO                                  | N/A                      |
|---|--------------------------|-------------------------------------|--------------------------|
| D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of pending special assessments?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?                                       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D7. Explanation of "yes" responses _____  |                          |                                     |                          |
| _____   |                          |                                     |                          |
| _____   |                          |                                     |                          |

**E. LAND USE**

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| E1. Are you aware of the property being part of or subject to any subdivision homeowners' associations, or other homeowners' associations?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E3. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area under local, state or federal law?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E4. Are you aware of any zoning code violations with respect to the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E5. Are you aware of nonconforming uses of the property?<br>A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E6. Are you aware of conservation easements on the property?<br>A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E7. Are you aware of restrictive covenants or deed restrictions on the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E8. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E8a. Are you aware of any private road agreements or shared driveway agreements relating to the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit <a href="https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx">https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx</a> or (608) 266-2486. |                          |                                     |                          |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

YES NO N/A

- c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))

YES  NO  N/A
- E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?  
 Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit [https://datcp.wi.gov/Pages/Programs\\_Services/FPAgreements.aspx](https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx) for more information.

YES  NO  N/A
- E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?

YES  NO  N/A
- E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)

YES  NO  N/A
- E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?  
 Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.

YES  NO  N/A
- E15. Are you aware there is not legal access to the property?

YES  NO  N/A
- E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <http://dnr.wi.gov/topic/waterways> for more information.

YES  NO  N/A
- E17. Are you aware of a written agreement affecting riparian rights related to the property?

YES  NO  N/A
- E18. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?  
 Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.

YES  NO  N/A
- E19. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or [www.wihist.org/burial-information](http://www.wihist.org/burial-information)).

YES  NO  N/A
- E20. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property?

YES  NO  N/A
- E21. Are you aware of existing or abandoned manure storage facilities located on the property?

YES  NO  N/A
- E22. Are you aware that all or part of the property is enrolled in the managed forest land program?  
 The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit <http://dnr.wi.gov/topic/forestry.html>.

YES  NO  N/A
- E23. Explanation of "yes" responses \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**F. ADDITIONAL INFORMATION**

	YES	NO	N/A
F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F1a. Are you aware if there is internet service available to property? If so, which provider? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Municipal water _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Telephone _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Cable television _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Natural gas _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Municipal sewer _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F7a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F8. Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation, including infestation impacting trees; drainage easement or grading problems; excessive sliding; or any other defect or material condition.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F10. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment in Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F11. The owner has owned the property for _____ years.			
F12. Explanation of "yes" responses <u>FIRST RIGHT OF REFUSAL</u> <u>TYLER MARSH</u>			

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

**OWNER'S CERTIFICATION**

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner [Signature] Date 17 AUG 2023  
Owner Lauren M. Krueger Date 17 Aug 2023  
Owner \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_  
Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_  
Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

**BUYER'S ACKNOWLEDGEMENT**

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_  
Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

*Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.*



RESOLUTION NO. 12-23-02

**RESOLUTION AUTHORIZING INCREASE IN MARRIAGE LICENSE FEE**

1 **WHEREAS**, the Monroe County Administration and Personnel Committee did review the current marriage license  
 2 fee being charged by the office of the Monroe County Clerk which is currently \$75.00 per license; and  
 3  
 4 **WHEREAS**, per WI State Statute 765.15 each County Board may increase the license fee of \$49.50 by any  
 5 amount, which amount shall become a part of the funds of the county; and  
 6  
 7 **WHEREAS**, it was determined by the Monroe County Administration and Personnel Committee that it would be  
 8 appropriate for an increase in the county's marriage license fee from \$75.00 to \$100.00.  
 9  
 10 **NOW, THEREFORE, BE IT RESOLVED**, by the Monroe County Board of Supervisors that they do hereby  
 11 authorize and increase in the Monroe County marriage license fee from \$75.00 to \$100.00, effective January 1,  
 12 2024.

Dated this 20<sup>th</sup> day of December, 2023.

Offered by Administration & Personnel Committee.

Fiscal Note: Increase in revenue not budgeted in the 2024 year.

Statement of purpose: Raise marriage license fees from \$75.00 to \$100.00, effective January 1, 2024.

<p>Finance Vote (If required):  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Absent</p> <p>Approved as to form: <u>12/12/2023</u>  <u>Lisa Aldinger Hamblin</u>          Lisa Aldinger Hamblin, Corporation Counsel</p>	<p>Committee of Jurisdiction Forwarded on: <u>December 12</u>, 20<u>23</u>          VOTE: <u>5</u> Yes <u>0</u> No <u>0</u> Absent          Committee Chair: <u>Wallace Hepler</u>  <u>James B. Kuhn</u> <u>Jason K. Jones</u>  <u>Chris Smith</u> <u>Toni Wisnestad</u></p>
<p><input type="checkbox"/> ADOPTED <input type="checkbox"/> FAILED <input type="checkbox"/> AMENDED  <input type="checkbox"/> OTHER _____</p> <p>County Board Vote on: _____ 20____  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Absent</p>	<p>STATE OF WISCONSIN          COUNTY OF MONROE          I, SHELLEY R. BOHL, Monroe County Clerk, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution # _____ acted on by the Monroe County Board of Supervisors at the meeting held on _____.</p> <hr/> <p>SHELLEY R. BOHL, MONROE COUNTY CLERK  <i>A raised seal certifies an official document.</i></p>