



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING AGENDA

Date & Time of Meeting: **Tuesday, February 8, 2022 3:30 p.m.**

Meeting Location: **Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403**

Members: **John Robinson, Chair; Alyson Leahy, Vice-Chair; Craig McEwen, Kurt Gibbs, Yee Leng Xiong, Jonathan Fisher, Jennifer Aarrestad**

Marathon County Mission Statement: Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly, or in cooperation with other public and private partners, provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12/20/05)

Human Resources, Finance & Property Committee Mission/Purpose: Provide leadership for the implementation of the County Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to the human resources initiatives, finance and property of the County.

The meeting location identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Human Resources, Finance and Property Committee members and the public to attend this meeting remotely. To this end, instead of attendance in person, Committee members and the public may attend this meeting by telephone conference. If Committee members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees.

Persons wishing to attend the meeting by phone may call into the telephone conference beginning five (5) minutes prior to the start time indicated above using the following number: **1-408-418-9388** Access Code: **146 078 0067** Password: none

If you are prompted to provide an "Attendee Identification Number," enter the "#" sign. No other number is required to participate in the telephone conference. When you enter the telephone conference, **PLEASE PUT YOUR PHONE ON MUTE!**

1. Call to Order-Please silence your cellphones
2. Public Comment Period
3. Approval of the Minutes of the January 25, 2022 Human Resources, Finance and Property Committee Meeting
4. Educational Presentations/Outcome Monitoring Reports
 - A. UniverCity Year Program update-results of facility planning project
 - B. Update from Treasurer on County's Participation in WI Help for Homeowner's Program
5. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Discussion and Possible Action by Human Resources and Finance and Property Committee
 1. Approval of the January 2022 Claims and Questioned Costs-Palmer
 2. Interdepartmental Budget Transfers
 3. Follow up from ARPA presentation to the County Board
 - a) What modifications if any should we make to our process based on comments?
 - b) Discussion of criteria, process and timelines for distribution of ARPA funding
 4. Tax Deed Properties
 5. Carry-over of Capital Improvement Funds for Broadband Expansion from 2021 to 2022
 - B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
 1. Purchase of 39.085 Acres Adjacent to Brokaw County Park for Park Land and Associated Budget Transfer-Polley
 2. Establish Salaries for Elected Department Heads-Sheriff and Clerk of Courts for their Upcoming Term of Office-Follow up from January 25 meeting as additional information is available
6. Policy Issues Discussion and Committee Determination-None
7. Announcements:

Next Meeting Date-February 22, 2022 at 4:00 p.m.
8. Adjourn

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715 261-1500 or e-mail infomarathon@mail.co.marathon.wi.us one business day before the meeting.

SIGNED J Robinson/s/K Palmer

Presiding Officer or Designee

Faxed to: Wausau Daily Herald

Faxed to: City Pages

Faxed to: Record Review

Faxed by/time: K Palmer 2/4/2022 4:00 pm

Posted to the County Website:

NOTICE POSTED AT THE COURTHOUSE

By/Date/Time: K Palmer 2/4/2022 4:00 pm

www.co.marathon.wi.us



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MINUTES

UNAPPROVED

Date & Time of Meeting: **Tuesday, January 25, 2022 4:00 p.m.** Meeting Location: **Marathon County Courthouse, Assembly Room, 500 Forest Street, Wausau WI 54403**

Members	Present/Web-Phone	Absent
Chair John Robinson	P	
Vice Chair Alyson Leahy	E	
Craig McEwen	W	
Kurt Gibbs	P	
Yee Leng Xiong	W	
Jonathan Fisher	W	
Jennifer Aarrestad	W	

Also Present: Lance Leonhard, Kristi Palmer, Molly Adzic

VIA Web or Phone: Kim Trueblood, Mike Puerner, Stacey Morache Steve Bunton

1. **Call Meeting to Order at 4:00 pm** by Chair Robinson
2. **Public Comment Period** -None
3. **Approval of the Minutes of:**
 - A. the January 18, 2022 Human Resources, Finance and Property Committee Meeting
Motion by Gibbs and seconded by McEwen to approve the January 18, 2022 Minutes, vote unanimous
4. **Educational Presentations/Outcome Monitoring Reports**
 - A. Timeline for ARPA Applications
County Administrator Leonhard updated the committee on the ARPA timeline-No formal action taken
 - B. Review of the 2021 Workplan
Chairman Robinson, County Clerk Trueblood and County Administration updated the committee on the 2021 workplan-No formal action taken
 - C. Review of the County Strategic Plan
Supervisor McEwen, Chair Robinson and County Administrator updated the committee on the County Strategic Plan work-No formal action taken
Follow up: When the “new” Finance Committee is seated, the committee should prioritize the items on the strategic plan. APRA should be added to the plan. ARPA has taken a considerable amount of the committee’s time and will do us for the near future.
 - D. Establish Salaries for Elected Department Heads—Sheriff and Clerk of Courts for Their Upcoming Term of Office-Next Steps
Employee Resources Director Adzic provided information to the committee in regards to the elected departments heads listed-No formal action taken
Follow up: As information becomes available, provide the committee a total cost of wages and benefits for the officials.
 - E. Update on Opioid Settlements
Supervisor Gibbs updated the committee in regards to the Opioid Settlements-No formal action taken
5. **Operational Functions required by Statute, Ordinance, or Resolution:**
 - A. Discussion and Possible Action by Human Resources and Finance and Property Committee
 1. Tax Deed Properties-None
6. **Discussion and Possible Action by Committee to Forward to the County Board for its consideration**-None
7. **Policy Issues Discussion and Committee Determination**-None
8. **Announcements:**
 - Next Meeting Date- Tuesday, February 8 at 3:30 p.m. WebEx or Assembly Room
 - The Finance Director provided the committee the November and very preliminary December financial reports
9. **Adjourn**-Motion by Gibbs and seconded by McEwen to adjourn at 5:25 pm

UniverCity Year – facility planning project report is available here –

<https://uwmadison.app.box.com/s/wd1ltwgfk2269jmwm0dzas14vjw3okm7>

MARATHON COUNTY
Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Season Welle, Kristi Palmer**, and to your Department Head. This email will confirm that your Department Head acknowledges and approves this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: Conservation, Planning & Zoning

BUDGET YEAR: 2022

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	444-795-8-7212	National Association of Conservation Districts (NACD) Technical Assistance Grant #2	37500
		Fund Balance	12500

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	444-795-9-1110	Salaries – Permanent Regular	35000.00
Expenditure Increase	444-795-9-1510	Social Security	3000.00
Expenditure Increase	444-795-9-1520	Retirement	3000.00
Expenditure Increase	444-795-9-1540	Hospital/Health Insurance	8000.00
Expenditure Increase	444-795-9-1541	Dental Insurance	200.00
Expenditure Increase	444-795-9-1543	Income Continuation	200.00
Expenditure Increase	444-795-9-1545	Post-Employment Health Plan	300.00
	444-795-9-1550	Life Insurance	50.00
Expenditure Increase	444-795-9-1560	Workers Compensation	200.00
	444-795-9-1580	Unemployment Compensation	50.00

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Diane Hanson

Date Completed: 2/2/2022

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____ Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
National Association of Conservation Districts (NACD) Technical Assistance Grant

- 2) Provide a brief (2-3 sentence) description of what this program does.
Grant program to provide funding for staff to provide technical assistance for conservation practices. Marathon County intends to utilize the funds to offset tax levy costs for staff assisting landowners with soil health practices including grazing.

- 3) This program is: (Check one)
 An Existing Program.
 A New Program.

- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain:

- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) Administrative and operational costs will be used for in kind match.

- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No

Is a Budget Transfer Resolution Required? Yes

MARATHON COUNTY

Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Season Welle, Kristi Palmer**, and to your Department Head. This email will confirm that your Department Head acknowledges and approves this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: Conservation, Planning & Zoning

BUDGET YEAR: 2022

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	259-781-8-2474	DATCP/DNR – NMFE Grant 762H	35000

TRANSFER TO:

Ref# 00007

Action	Account Number	Account Description	Amount
Expenditure Increase	259-781-9-7170	762F Direct Payments	30000
Expenditure Increase	259-781-9-2190	Other Professional Services	5000

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Diane Hanson

Date Completed: 1/26/2022

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: 1/31/22 srw

MARATHON COUNTY

Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)

Nutrient Management Farmer Education Program Grant

- 2) Provide a brief (2-3 sentence) description of what this program does.

In cooperation with surrounding Counties, Marathon County assists farmers with the development and implementation of nutrient management plans (as required by state administrative code). This grant provides incentives to landowners for completing plans as well as provides funds for some administrative costs that the Counties incur in providing this program. The Counties take turns serving as fiscal manager and Marathon County is serving as fiscal manager of this grant for the 2021 and 2022 calendar years.

- 3) This program is: (Check one)

An Existing Program.

A New Program.

- 4) What is the reason for this budget transfer?

Carry-over of Fund Balance.

Increase/Decrease in Grant Funding for Existing Program.

Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.

Set up Initial Budget for New Grant Program.

Set up Initial Budget for New Non-Grant Program

Other. Please explain: [Click here to enter description](#)

- 5) If this Program is a Grant, is there a "Local Match" Requirement?

This Program is not a Grant.

This Program is a Grant, but there is no Local Match requirement.

This Program is a Grant, and there is a Local Match requirement of: (Check one)

Cash (such as tax levy, user fees, donations, etc.)

Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)

No.

Yes, the Amount is Less than \$30,000.

Yes, the Amount is \$30,000 or more AND: (Check one)

The capital request HAS been approved by the CIP Committee.

The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? _____

Is a Budget Transfer Resolution Required? _____

File Edit Action Tools Admin Help



Confirm Processing Do Not Process

Batch	7227	Budget Budget lvl #1	22150	Fund / Sub Fund		
		Budget Budget lvl #2	22150			
Sheet	1	Voucher Reference	00007A	Voucher Date	01-01-2022	

GL Code	>>	Description	Period	Amount
259	78182474	SET UP NMFE GRNT CPZ	01	-\$35,000.00
259	78197170	SET UP NMFE GRNT CPZ	01	\$30,000.00
259	78192190	SET UP NMFE GRNT CPZ	01	\$5,000.00

File Edit Action Tools Admin Help



Confirm Processing Do Not Process

Batch	7228	Budget Budget lvl #1	22151	Fund / Sub Fund		
		Budget Budget lvl#2	22151			
Sheet	1	Voucher Reference	00007B	Voucher Date	01-01-2022	

Fund	Department	Department	Asset	Account	Project+	Appr Unit	Period	Amount
						762H	1	-35000.00
						Description		
						762F	1	35000.00

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DEPARTMENT: Highway

BUDGET YEAR: 2022

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	801-265 8 9900	Use F/B: Rolling Stock (624Z)	518,082

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	801-285 9 8190	Other Capital Equip-New (624C)	518,082

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Mary Rosensprung

Date Completed: 1/13/2022

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
Marathon County Highway Department Rolling Stock
- 2) Provide a brief (2-3 sentence) description of what this program does.
Funding covers the purchase of new capital equipment.
- 3) This program is: (Check one)
 An Existing Program.
 A New Program.
- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: [Click here to enter description](#)
- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)
- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No Is a Budget Transfer Resolution Required? No

GL789

Transaction Detail Report - Actuals

Status 1

For Date Range 01/01/2021 to 12/31/2021

SS	Ident	Batch	Sheet	Seq	Stat	Per	Date	Description	Trans Amount	Bal Forward	
801	28598190	OTHER CAPITAL EQUIPMENT-NEW									0.00
GL	11414	HWY	40108	1	1	3	3 03/23/21	#652 CAPITAL BUCKET SHOP CHR	5956.29		
		Period	Total	03					5956.29	5956.29	
AP	757436 00577	DECKER SUPP A/P	115453	6	2	3	7 07/20/21	#828 ATTENUATOR	22925.00		
AP	757436 00577	DECKER SUPP A/P	115453	6	3	3	7 07/20/21	#829 ATTENUATOR	22925.00		
GL	12096	HWY	40653	1	1	3	7 07/27/21	#828 CAPITALIZ ATTENUATOR SHOP	471.38		
GL	12097	HWY	40654	1	1	3	7 07/27/21	#829 CAPITALIZ ATTENUATOR SHOP	490.11		
		Period	Total	07					46811.49	52767.78	
GL	12150	HWY	40706	1	1	3	8 08/01/21	#888 CAPITAL BARRL RETRVR SHOP	12927.04		
AP	758535 00577	DECKER SUPP A/P	115687	4	1	3	8 08/17/21	#830 ATTENUATOR TTMA-200-A	22925.00		
GL	12189	HWY	40737	1	1	3	8 08/17/21	#830 CAPITALIZ ATTENUATOR SHOP	263.58		
AP	758877 W6673	SWIDERSKI E A/P	115735	7	1	3	8 08/24/21	#425 NEW HOLLAND DISC MOWER	12207.00		
AP	758877 W6673	SWIDERSKI E A/P	115735	7	2	3	8 08/24/21	#426 NEW HOLLAND DISC MOWER	12207.00		
		Period	Total	08					60529.62	113297.40	
GL	12292	HWY	40808	1	1	3	9 09/13/21	#539 CAPITALIZ ROLLER SHOP CHG	10301.81		
GL	12293	HWY	40809	1	1	3	9 09/13/21	#426 CAPITALIZ MOWER SHOP CHR	748.98		
GL	12295	HWY	40811	1	1	3	9 09/13/21	#425 CAPITALIZ MOWER SHOP CHR	1228.80		
AP	760292 30228	KAFKA EQUIP A/P	116033	11	1	3	9 09/27/21	#182 DUMP BODY, HYDRAULIC PKG	79486.00		
GL	12380	HWY	40883	1	1	3	9 09/30/21	#427 CAPITALIZ MOWER SHOP CHR	789.28		
		Period	Total	09					92554.87	205852.27	
AP	761046 09141	TRUCK EQUIP A/P	116159	42	1	3	10 10/11/21	#U-182 UNDERBODY	8525.00		
AP	761046 09141	TRUCK EQUIP A/P	116159	42	2	3	10 10/11/21	#U-115 UNDERBODY	8525.00		
AP	761046 09141	TRUCK EQUIP A/P	116159	42	3	3	10 10/11/21	#S-182 TAILGATE SANDER	4975.00		
AP	761046 09141	TRUCK EQUIP A/P	116159	42	4	3	10 10/11/21	#W-182 RT SIDEWING	7005.00		
AP	761046 09141	TRUCK EQUIP A/P	116159	42	5	3	10 10/11/21	#W-115 RT SIDEWING	7005.00		
AP	761046 09141	TRUCK EQUIP A/P	116159	42	6	3	10 10/11/21	#W-215 LT SIDEWING	6720.00		
AP	761661 02770	MONROE TRUC A/P	116265	6	1	3	10 10/20/21	#P-115 PLOW/HARNESS S/N:211187	8710.00		
AP	761661 02770	MONROE TRUC A/P	116265	6	2	3	10 10/20/21	#P-182 PLOW/HARNESS S/N:211217	9033.00		
		Period	Total	10					60498.00	266350.27	
GL	12616	HWY	41082	1	1	3	11 11/09/21	#428 CAPITALIZE MOWER SHOP CHG	374.76		
AP	762462 26692	DEERE & COM A/P	116467	2	1	3	11 11/10/21	#428 DISC MOWER	12164.88		
AP	762953 11755	FORCE AMERI A/P	116536	7	1	3	11 11/17/21	#351 HYD PUMP, CONTROL VALVE	5735.70		
AP	763059 19317	STAINLESS R A/P	116536	16	1	3	11 11/17/21	#351 MODIFY 6,000 GAL TANK	4813.35		
AP	763209 02722	MILLER-BRAD A/P	116603	13	1	3	11 11/24/21	#265 SHOULDERING MACHINE	120500.00		
		Period	Total	11					143588.69	409938.96	
GL	12839	HWY	41247	1	1	3	12 12/23/21	#202 CAPITAL TANKER TRK, SHOP	28120.16		
GL	12842	HWY	41250	1	1	3	12 12/27/21	#182 CAPITAL PATROL TRK, SHOP	17713.40		
GL	12843	HWY	41251	1	1	3	12 12/27/21	#P-182 CAPITAL PLOW, SHOP CHR	332.65		
GL	12844	HWY	41252	1	1	3	12 12/27/21	#S-182 CAPITAL SPREADER, SHOP	10470.09		
GL	12845	HWY	41253	1	1	3	12 12/27/21	#U-182 CAPITAL UNDERBODY SHOP	919.05		
GL	12846	HWY	41254	1	1	3	12 12/27/21	#W-182 CAPITAL WING SHOP CHR	101.31		
GL	12847	HWY	41255	1	1	3	12 12/27/21	#115 CAPITAL PATRL TRUCK, SHOP	1951.36		
GL	12848	HWY	41256	1	1	3	12 12/27/21	#U-115 CAPITAL UNDERBODY SHOP	450.40		
GL	12849	HWY	41257	1	1	3	12 12/27/21	#W-115 CAPITAL WING SHOP CHR	313.11		
GL	12850	HWY	41258	1	1	3	12 12/27/21	#W-215 CAPITAL WING SHOP CHRGS	313.11		

GL789

Transaction Detail Report - Actuals

Status 1

For Date Range 01/01/2021 to 12/31/2021

SS	Ident	Batch	Sheet	Seq	Stat	Per	Date	Description	Trans Amount	Bal Forward
AP	764385 26692 DEERE & COM A/P	116894	1	1	2	12	12/28/21	#427 DISC MOWER	12164.88	
AP	764550 11912 VARITECH IN A/P	116898	2	1	2	12	12/28/21	#351 SPRAYBAR PUMP,VALVE	7154.15	
GL	12853 HWY	41261	1	1	3	12	12/28/21	#351 CAPITAL SPRAY BAR SHOP	23837.57	
AP	764467 02770 MONROE TRUC A/P	116905	4	1	2	12	12/31/21	#V-115 VBOX,HYDRAULICS	90954.00	
AP	764540 26704 TRUCK COUNT A/P	116905	6	1	2	12	12/31/21	#202 CHASSIS 3ALSG3DV0NDNK3324	97979.00	
GL	12838 HWY	41246	1	1	3	12	12/31/21	#265 CAPITAL SHLDR MACH,SHOP	307.77	
		Period	Total	12					293082.01	703020.97

Total Debits : 703,020.97 Total Credits : 0.00

Special Note for 2021 Rolling Stock (801-285 9 8190)

Due to supply-chain issues caused by the corona virus, the Marathon County Highway Dept was not able to get all the equipment and/or parts which were needed to complete the rolling stock purchases/builds scheduled for 2021.

Some builds were started during the year, but could not be completed; these transactions will be closed out for 2021 (see capital equipment account 801-285 9 8190) and carried to 2022 in balance sheet account 801-11622.

Additionally, any budget funding for rolling stock which was not spent in 2021 needs to be carried to 2022.

Summary:

2021 Rolling Stock Budget	957,600.00
2021 Builds, In Service	<u>439,518.49</u>
Budget Carryforward	<u>518,081.51</u>

Cross Check

Equip Started 2021, Finish 2022	263,502.48
Budget not spent 2021	<u>254,579.03</u>
Budget Carryforward	<u>518,081.51</u>

Units completed and added to asset inventory in 2021:

Unit	Desc	Amt	Doc	Vendor
652	Capitalize Shop Chrg: Bucket	5,956.29	JV 11414	
828	Attenuator	22,925.00	Ck 757436	Decker
829	Attenuator	22,925.00	Ck 757436	Decker
828	Capitalize Shop Chrg: Attenuator	471.38	JV 12096	
829	Capitalize Shop Chrg: Attenuator	490.11	JV 12097	
888	Capitalize Shop Chrg: Barrel Retrievr	2,927.04	JV 12150	
830	Attenuator	22,925.00	Ck 758535	Decker
830	Capitalize Shop Chrg: Attenuator	263.58	JV 12189	
425	New Holland Disc Mower	12,207.00	Ck 758877	Swiderski
426	New Holland Disc Mower	12,207.00	Ck 758877	Swiderski
539	Capitalize Shop Chrg: Roller	10,301.81	JV 12292	
426	Capitalize Shop Chrg: Mower	748.98	JV 12293	
425	Capitalize Shop Chrg: Mower	1,228.80	JV 12295	
427	Capitalize Shop Chrg: Mower	789.28	JV 12380	
428	Capitalize Shop Chrg: Mower	374.76	JV 12616	
428	Disc Mower	12,164.88	Ck 762462	Deere & Co
351	Hyd Pump, Control Valves	5,735.70	Ck 762953	Force Amer
351	Modify 6000 Gal Tank	4,813.35	Ck 763059	Stainless Rep
265	Shouldering Machine	120,500.00	Ck 763209	Miller-Bradford
202	Capitalize Shop Chrg: Tanker Trk	28,120.16	JV 12839	
427	Disc Mower	12,164.88	Ck 764385	Deere & Co
351	Spraybar Pump, Valves	7,154.15	Ck 764550	Varitech
351	Capitalize Shop Chrg: Spraybar	23,837.57	JV 12853	
202	Chassis	97,979.00	Ck 764540	Truck Country
265	Capitalize Shop Chrg: Shouldr Mach	307.77	JV 12838	
		<u>439,518.49</u>		

These units will be re-opened in 2022 (801-285 9 8190) and closed out as normal when the builds are complete.

182	Dump Body Hyd Pkg	79,486.00	Ck760292 Kafka
U-182	Underbody	8,525.00	Ck761046 Trk Equip
U-115	Underbody	8,525.00	Ck761046 Trk Equip
S-182	Tailgate Sander	4,975.00	Ck761046 Trk Equip
W-182	Rt Sidewing	7,005.00	Ck761046 Trk Equip
W-115	Rt Sidewing	7,005.00	Ck761046 Trk Equip
W-215	Lt Sidewing	6,720.00	Ck761046 Trk Equip
P-115	Plow w/ Harness	8,710.00	Ck761661 Monroe
P-182	Plow w/ Harness	9,033.00	Ck761661 Monroe
182	Capitalize Shop Chrg:Truck	17,713.40	JV12842
P-182	Capitalize Shop Chrg:Plow	332.65	JV12843
S-182	Capitalize Shop Chrg:Spreader	10,470.09	JV12844
U-182	Capitalize Shop Chrg:Underbody	919.05	JV12845
W-182	Capitalize Shop Chrg:Wing	101.31	JV12846
115	Capitalize Shop Chrg:Truck	1,951.36	JV12847
U-115	Capitalize Shop Chrg:Underbody	450.40	JV12848
W-115	Capitalize Shop Chrg:Wing	313.11	JV12849
W-215	Capitalize Shop Chrg:Wing	313.11	JV12850
V-115	V-Box Hydraulics	90,954.00	Ck764467 Monroe
	Total Carrying to 2022	<u>263,502.48</u>	

MARATHON COUNTY
Budget Transfer Authorization Request Form

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DEPARTMENT: Parks, Recreation & Forestry

BUDGET YEAR: 2022

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	157 72789900	Fund Balance Transfer	\$60,804

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	157 72798210	Land	\$60,804

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Jamie Polley, Director

Date Completed: 2/2/2022

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
Parks Fund Balance Carry Forwards
- 2) Provide a brief (2-3 sentence) description of what this program does.
Parks Fund Balance Carry Forward s
- 3) This program is: (Check one)
 An Existing Program.
 A New Program.
- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: On August 3 the Park Commission authorized staff to further pursue the purchase of approximately 38 acres of land from Mathy Construction. The land is currently adjacent to the Brokaw County Park property. The final property parcel is 39.085 acres, and the appraised amount is \$93,804.00. An offer to purchase the land at the appraised value was reviewed and approved by the County's Corporation Counsel. The offer has been reviewed and accepted by Mathy Construction. Budgeted amount for land purchase in 2022 was \$33,000. Requesting a carry-over of fund balance in the amount of \$60,804 to increase budget to purchase price. The purchase of this land falls within the County's Strategic Plan Objective 5.2 – By December of 2022, an average of 320 acres of land per year will be acquired for the Marathon County Parks and Forests System.
- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)
- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.

The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No Is a Budget Transfer Resolution Required? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Season Welle, Kristi Palmer**, and to your Department Head. This email will confirm that your Department Head acknowledges and approves this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: Sheriff

BUDGET YEAR: 2022

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	172-86882420	Public Safety – State Grant	74,000

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	172-86898190	Other Capital Equipment	74,000

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Kristin Williams

Date Completed: 1/17/2022

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
Homeland Security – WEM/HS ALERT EOD Bomb Suit 2021

- 2) Provide a brief (2-3 sentence) description of what this program does.
This grant will allow Marathon County Sheriff's Office the opportunity to purchase a current specifications bomb suit for personnel to respond to high-risk situations with the threat of explosives

- 3) This program is: (Check one)
 An Existing Program.
 A New Program.

- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: [Click here to enter description](#)

- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No Is a Budget Transfer Resolution Required? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

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DEPARTMENT: Sheriff

BUDGET YEAR: 2022

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	XXX-XXX82320	Public Safety – Federal Grant	30,500

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	XXX-XXX98190	Other Capitol Equipment	28,790
Expenditure Increase	XXX-XXX93143	Office Equipment	1,710

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Kristin Williams

Date Completed: 1/19/2022

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
Homeland Security – WEM/HS ALERT Bomb Team Portable X-Ray System 2021

- 2) Provide a brief (2-3 sentence) description of what this program does.
Portable x-ray systems are an essential tool that allows Bomb Technicians to quickly and safely screen suspicious packages in order to determine whether the contents of the package are hazardous to human life.

- 3) This program is: (Check one)
 An Existing Program.
 A New Program.

- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: [Click here to enter description](#)

- 5) If this Program is a Grant, is there a “Local Match” Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No Is a Budget Transfer Resolution Required? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Season Welle, Kristi Palmer**, and to your Department Head. This email will confirm that your Department Head acknowledges and approves this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: Sheriff

BUDGET YEAR: 2022

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	XXX-XXX82320	Public Safety – Federal Grant	23,000

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	XXX-XXX98190	Other Capital Equipment	23,000

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Kristin Williams

Date Completed: 1/17/2022

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
Homeland Security - WEM/MNSO SWAT ALERT SWAT WALL SENSING EQUIPMENT

- 2) Provide a brief (2-3 sentence) description of what this program does.
Funds will be used by the Marathon County SWAT team to purchase a Spec Ops X3 Finder. The Spec Ops X3 Finder will be utilized by SWAT to detect human life signs such as heart beat, respiration, and gross movement through physical barriers. This will greatly increase the team's efficiency to safely locate suspects and aid in rescue missions of structure collapses.

- 3) This program is: (Check one)
 An Existing Program.
 A New Program.

- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: [Click here to enter description](#)

- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No Is a Budget Transfer Resolution Required? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Season Welle, Kristi Palmer**, and to your Department Head. This email will confirm that your Department Head acknowledges and approves this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: UW-Extension

BUDGET YEAR: 2022

TRANSER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	101-730-8-5137	Postage Fee	\$3,600
Expenditure Decrease	101-749-9-3110	Postage/box rent	\$3,600

TRANSER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	101-730-9-3110	Postage/box rent	\$3,600
Revenue Decrease	101-749-8-5137	Postage Fee	\$3,600

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Jason Hausler

Date Completed: 1/27/2022

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
UW Extension Postage
- 2) Provide a brief (2-3 sentence) description of what this program does.
This move is to make the budget more concise and more efficient to manage.
- 3) This program is: (Check one)
 An Existing Program.
 A New Program.
- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: Move budgeted postage to admin
- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)
- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No Is a Budget Transfer Resolution Required? No

MARATHON COUNTY
Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Season Welle, Kristi Palmer**, and to your Department Head. This email will confirm that your Department Head acknowledges and approves this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: UW-Extension

BUDGET YEAR: 2022

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	101-738-8-2468	Reim Wages &Fringe-UW Ext	\$35,000

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	101-738-9-2190	Other Professional Services	\$35,000

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Jason Hausler

Date Completed: 1/27/2022

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
UWX-Agents Personal Services

- 2) Provide a brief (2-3 sentence) description of what this program does.
This is money that will be donated by the Leaders Federation to pay for a half time educator to supplement our 4H program.

- 3) This program is: (Check one)
 An Existing Program.
 A New Program.

- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: [Click here to enter description](#)

- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? No Is a Budget Transfer Resolution Required? Yes

RESOLUTION NO. R - - 22

PURCHASE OF MATHY CONSTRUCTION COMPANY PROPERTY FOR PARK LAND

WHEREAS, on August 3, 2021, the Marathon County Park Commission authorized staff to pursue the purchase of 39.085 acres of wooded land owned by Mathy Construction Company, in the Village of Maine and Town of Texas, Marathon County, Wisconsin, and;

WHEREAS, this land is adjacent to the existing 70 acre Brokaw County Park. An appraisal and survey was completed and the land was appraised at \$93,804; and;

WHEREAS, Mathy Construction Company has accepted Marathon County's offer of \$93,804 for 39.085 acres under the terms of the attached Vacant Land Offer to Purchase; and;

WHEREAS, the Property Exhibit Map is attached to the Vacant Land Offer to Purchase, and;

WHEREAS, the County will fund the purchase of the land with funds available in the Park Land and Products account; and;

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Park Commission have all recommended purchasing the Mathy property to meet the objectives of the Marathon County Comprehensive Outdoor Recreation Plan; and;

WHEREAS, Objective 5.2 of the 2018 – 2022 Marathon County Strategic Plan promotes sound land use decisions that conserve and preserve natural resources in decisions with economic development and growth; and;

WHEREAS, Strategies "C" and "F" of the Strategic Plan are to acquire land for public park and forest use to retain natural landscapes and protect natural resources; and;

WHEREAS, this purchase of land meets Outcome Measure 3 of the Strategic Plan of acquiring an average of 320 acres of land per year for the Marathon County Parks and Forests system; and;

WHEREAS, acquisition of this property shall be for outdoor recreation purposes. This acquisition may create potential revenues to the County and this proposed purchase will promote preservation of natural areas.

NOW, THEREFORE, the Board of Supervisors of the County of Marathon does hereby resolve as follows:

1. To authorize a budget transfer of \$60,804 to the Park Land and Products account from the Park Land and Products Fund Balance account.
2. To authorize the purchase of the Mathy Construction Company property in accordance with the terms and conditions of the attached Vacant Land Offer to Purchase; and;
3. To authorize the proper County officials to execute the documents necessary to complete this transaction.

BE IT FURTHER RESOLVED that the County Clerk is directed to issue checks pursuant to this resolution and the Treasurer to honor said checks.

Dated this ____ day of _____, 2022.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

ENVIRONMENTAL RESOURCES COMMITTEE

PARK COMMISSION

Fiscal Impact Estimate:

This purchase will be funded by the Park Land and Products Account. The total fiscal impact of this purchase will be \$93,804.

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON January 21, 2022 [DATE] IS (AGENT OF BUYER)
2 ~~(AGENT OF SELLER/ LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

3 The Buyer, Marathon County, a municipal body corporate,
4 offers to purchase the Property known as 39.085 acres being part of the West 1/2 of the SW 1/4, part of the NE 1/4 of the SW 1/4, and part of Government Lot 5
5 all located in Section 35, T30N-R7E, Town of Texas an Village of Maine, Marathon County, Wisconsin

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

9 **PURCHASE PRICE** The purchase price is ninety-three thousand eight hundred dollars and 00/100
10 Dollars (\$ 93,800.00).

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

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

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

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

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

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before March 1, 2022.

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

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

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

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

36 **CLOSING** This transaction is to be closed on no later than June 1, 2022

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

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

44 **EARNEST MONEY**

45 ~~■ EARNEST MONEY of \$ _____ accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____
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.~~

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

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

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

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

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated January 10, 2022, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

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

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

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

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

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

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

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

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

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

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

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

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

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

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

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

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: expansion of Marathon County park lands
252 _____

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

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

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

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

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

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

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

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

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads, as described in appraisal report dated December 8, 2021.

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

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within 30 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 39.085 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 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

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

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

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

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

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

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

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

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

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

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

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

344 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

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

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

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

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

355 ~~**FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described~~

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 ~~source or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached~~
364 ~~per line 696. 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) _____~~
408 ~~_____ [Specify documentation Buyer agrees to deliver to Seller].~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

447
 448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

452 **Other:** _____

453

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

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

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

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

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 N/A

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

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

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

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

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

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have 30 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 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A, which is incorporated into this Offer to Purchase as if set forth here in full.

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

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

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

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

671 Name of Buyer's recipient for delivery, if any: Jamie Polley, Parks, Recreation & Forestry Director

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

673 Seller: (_____) Buyer: (_____)

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

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

679 Address for Seller: _____

680 Address for Buyer: 212 River Drive, Suite 2, Wausau, WI 54403

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

682 Email Address for Seller: _____

683 Email Address for Buyer: _____

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

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

687 This Offer was drafted by [Licensee and Firm] Michael Puerner, Marathon County Corporation Counsel

688

689 (x) Jamie Polley Jamie Polley, Director 1/24/22
690 Buyer's Signature ▲ Print Name Here ► Date ▲

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

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

697 (x) Anthony Tomaster ANTHONY TOMASTER 1-28-2022
698 Seller's Signature ▲ Print Name Here ► Date ▲

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

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

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

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____

704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A

1. Contingencies:

- a. This Offer to Purchase is contingent upon approval of this purchase, under the terms herein provided, by the Park Commission; Environmental Resources Committee; Human Resources, Finance & Property Committee; and the Marathon County Board of Supervisors.
- b. Seller agrees to pay any fees required for a warranty deed.
- c. Seller agrees to pay for title insurance.
- d. Seller agrees to pay the Wisconsin real estate transfer fee.
- e. Buyer agrees to pay any required recording fees.
- f. There is no financing contingency. Buyer is a political subdivision of the State of Wisconsin with taxing authority.

2. Additional Terms:

- a. Seller understands that Buyer is not acquiring the property by condemnation. Buyer has not exercised or threatened to exercise its power of eminent domain. Seller and buyer both agree that this is a voluntary sale of property and that each party has acted in its own best interests in negotiating and carrying out this transaction. Seller hereby releases Buyer from any and all liability under Wisconsin Statutes Chapter 32.
- b. There is no earnest money involved in this transaction.

3. Gratuities and Kickbacks:

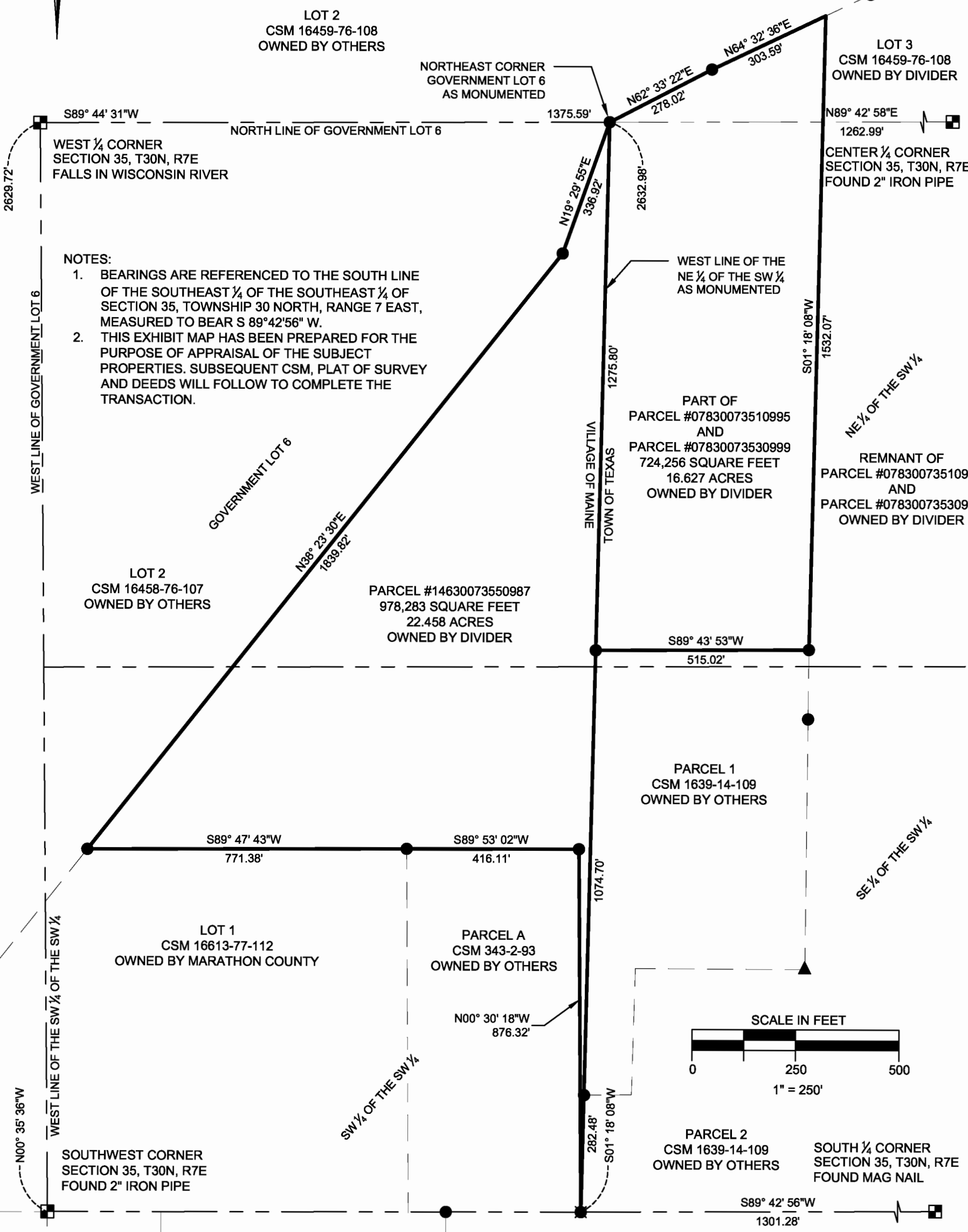
It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

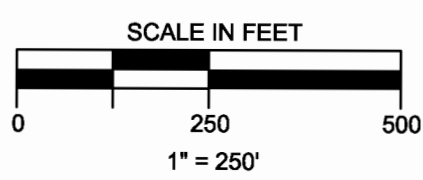


PROPERTY EXHIBIT MAP

Part of the West 1/2 of THE Southwest 1/4, Part of the Northeast 1/4 of the Southwest 1/4, and Part of Government Lot 5, All Located in Section 35, Township 30 North, Range 7 East, Village of Maine and Town of Texas, Marathon County, Wisconsin



NOTES:
1. BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 30 NORTH, RANGE 7 EAST, MEASURED TO BEAR S 89°42'56" W.
2. THIS EXHIBIT MAP HAS BEEN PREPARED FOR THE PURPOSE OF APPRAISAL OF THE SUBJECT PROPERTIES. SUBSEQUENT CSM, PLAT OF SURVEY AND DEEDS WILL FOLLOW TO COMPLETE THE TRANSACTION.



LEGEND	
●	1-1/4"x18" IRON PIPE WEIGHING 1.68 LBS/FT SET
●	FOUND 1" O.D. IRON PIPE
●	FOUND 1-1/4" O.D. IRON PIPE
●	FOUND 2" O.D. IRON PIPE
▲	FOUND RAILROAD SPIKE
■	SECTION CORNER AS NOTED

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 39.085 Acres as described in
Section 35 T30N-R7E (STREET ADDRESS) IN THE (CITY/VILLAGE/TOWN)
 OF Texas Village of Maine COUNTY OF Marathon 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 January (MONTH) 10 (DAY), 2022 (YEAR). IT IS NOT A
 WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND
 IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

OWNER'S INFORMATION

B.1. In this form, "am aware" means have notice or knowledge. 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 adversely affect the use of the property.

B.2. 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 any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B.3. The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as "yes," "no," or "not applicable" to the property being sold. If the owner responds to any statement with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is "yes." *If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.*

B.4. 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.

PROPERTY CONDITION STATEMENTS*

	Yes	No	N/A	See Expert's Report
C.1. I am 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 checked="" type="checkbox"/>		
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.		<input checked="" type="checkbox"/>		
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.		<input checked="" type="checkbox"/>		
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	<input checked="" type="checkbox"/>			
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.		<input checked="" type="checkbox"/>		
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.		<input checked="" type="checkbox"/>		
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.		<input checked="" type="checkbox"/>		
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.		<input checked="" type="checkbox"/>		
C.9. I am aware of underground or aboveground fuel storage tanks on or previously located on the property. (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. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)		<input checked="" type="checkbox"/>		
C.9m. I am aware that a dam 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.)		<input checked="" type="checkbox"/>		

	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.		✓		
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.		✓		
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.		✓		
C.13. I am aware of defects in any well, 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 § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.		✓		
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.		✓		
C.15. I am 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, or slides; or excessive rocks or rock formations.		✓		
C.16. I am 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 action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.		✓		
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	✓			As Described in 12-8-21 Appraisal ✓
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.		✓		
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.		✓		
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.		✓		
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.		✓		
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.		✓		
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.		✓		
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.		✓		
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.		✓		
C.26. I am aware of existing or abandoned manure storage facilities.		✓		
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR 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.		✓		
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See http://dnr.wi.gov/ for information.		✓		
C.29. I am 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.		✓		
C.30. I am aware of other defects affecting the property.		✓		

ADDITIONAL INFORMATION

Yes No N/A See Expert's Report

D.1. Use-Value Assessments. 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 nonagricultural use, such as residential or commercial development, that person may owe a conversion charge. To obtain more information about the use-value law or conversion charge, contact the Wisconsin Department of Revenue's (DOR's) equalization section at (608) 266-2149 or visit: http://www.revenue.wi.gov/faqs/slf/useassmt.html.

- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats.
b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats.
c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats.

D.2. Farmland Preservation. Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: http://workinglands.wi.gov.

- a. I am aware that the property is subject to a farmland preservation agreement.

D.2m. Managed Forest Land. 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/forestry.

- a. I am aware that all or part of the property is enrolled in the managed forest land program.

D.3. Utility Connections. I am aware that the property is connected to the following utilities on the property or at the lot line:

- a. Electricity.
b. Municipal water.
c. Telephone.
d. Cable television.
e. Natural gas.
f. Municipal sewer.

D.4. The owner has owned the property for 9 years.

D.5. Explanation of "yes" responses. (See B.3.) D.2 Triangular corner of WTTC Parcel equaling ± 1.50 Acres is under CFL, established in about 1980, set to expire in 2029 (see attached map)

NOTICE REGARDING SEX OFFENDER REGISTRY

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting http://www.widocoffenders.org.

OWNER'S CERTIFICATION

F. 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 Patrick N. Peterson, V.P., ALM Holdings Date 1-10-2022

CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

Person Items Date
Person Items Date
Person Items Date

NOTICE REGARDING ADVICE OR INSPECTIONS

H. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS, OR WARRANTIES.

BUYER'S ACKNOWLEDGEMENT

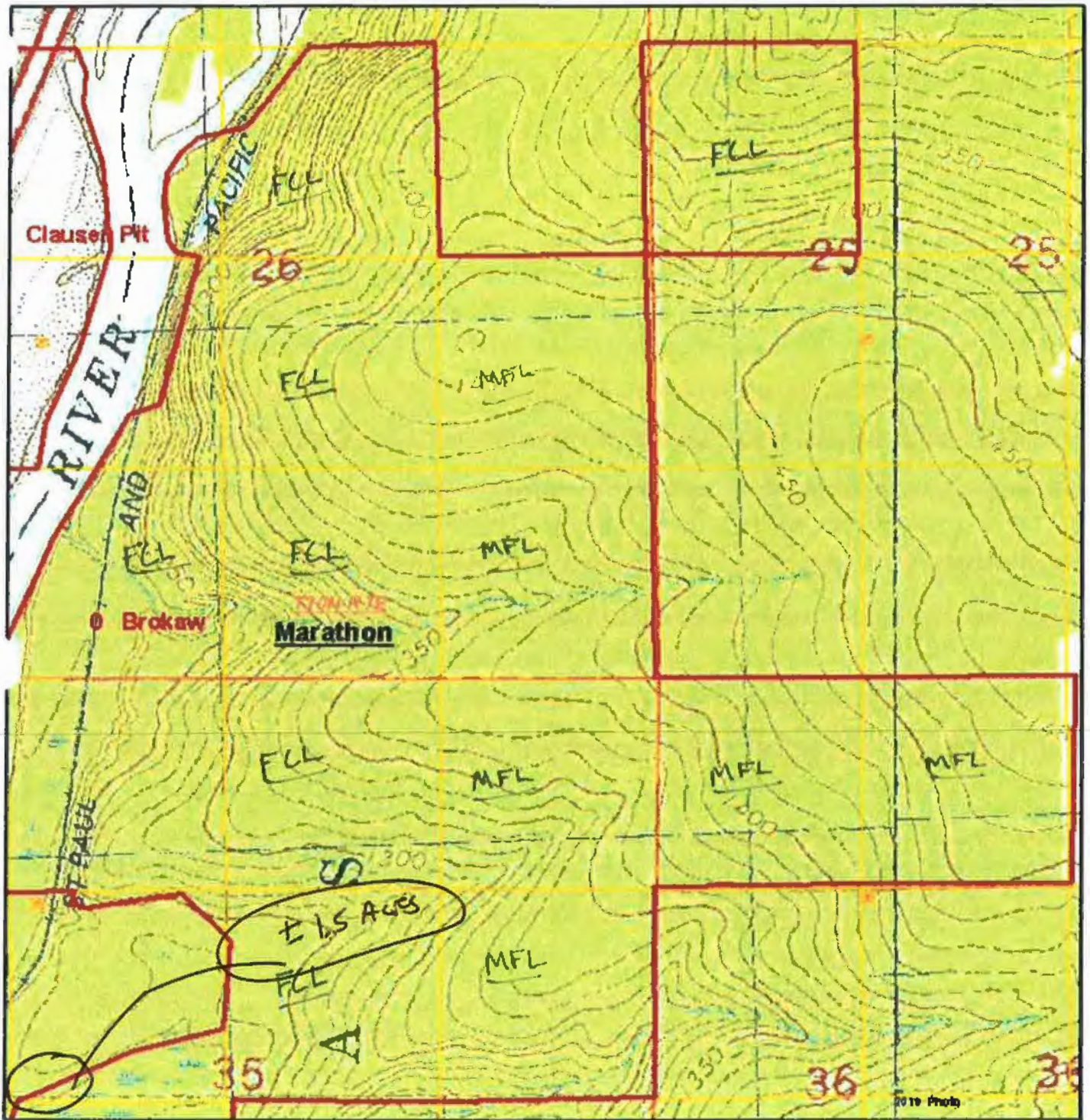
I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

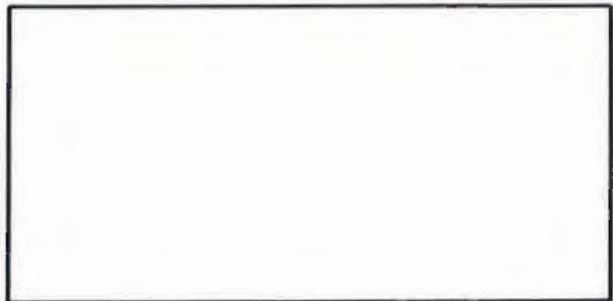
Prospective buyer Date
Prospective buyer Date
Prospective buyer Date

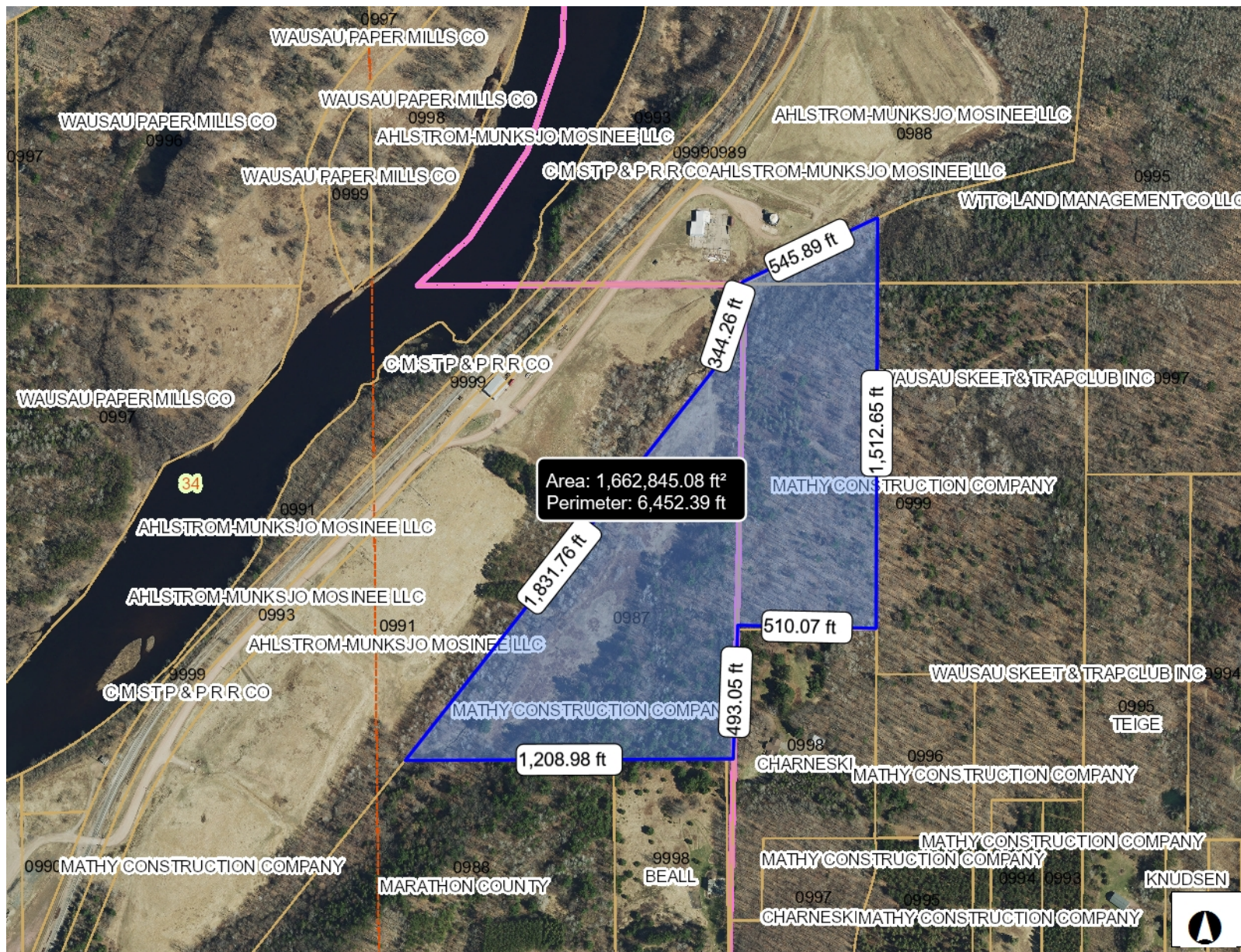
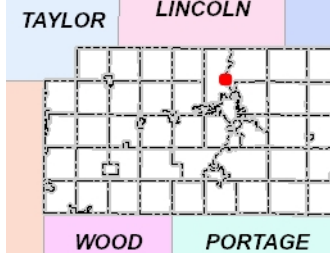
Brokaw

Marathon



April 2012





Legend

- Road Names
- Owner Last Names
- Parcel ID
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities
- 2020 Orthos Countywide
- Red: Band_1
- Green: Band_2
- Blue: Band_3

275.04 0 275.04 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Park Commission Agenda Summary 2.1.22

5B1. Discussion and Possible Action to Purchase 39.085 Acres Adjacent to Brokaw County Park for Additional Park Land

On August 3 the Park Commission authorized staff to further pursue the purchase of approximately 38 acres of land from Mathy Construction. The land is currently adjacent to the Brokaw County Park property. The land is connected to the north property line of the park property, is mostly wooded and contains a portion of an existing snowmobile trail. Staff had the land surveyed and appraised. The final property parcel is 39.085 acres, and the appraised amount is \$93,800.00. It is comprised from the following Mathy/WTTC parcels:

- Mathy Construction Parcel 14630073550987 = 22.490 Acres in its entirety
- Mathy Construction Parcel 07830073530999 = about 15.100 Acres of the parcels
total 48.93 Acres (western third of the parcel)
- WTTC Land Mgt Parcel 07830073510995 = about 1.495 Acres of the parcels
total 51.27 Acres

An offer to purchase the land at the appraised value was reviewed and approved by the County's Corporation Counsel. The offer has been reviewed and accepted by Mathy Construction. The Offer to Purchase is attached to your packet. Funding for the purchase of this property will come from the County Park Land and Products account with a current balance of \$393,679.40. The park land and products account is funded by timber sales within County parks for the purchase of park land. A timber sale in Big Eau Pleine County Park is just concluding and will contribute another \$30,000+ to this account this year. The purchase of this land falls within the County's Strategic Plan Objective 5.2 – By December of 2022, an average of 320 acres of land per year will be acquired for the Marathon County Parks and Forests System.

The Commission is asked to recommend the purchase of 39.085 acres to the Environmental Resources Committee, Human Resources and Finance Committee and Marathon County Board of Supervisors.