



## MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING AGENDA **AMENDED**

Date & Time of Meeting: **Tuesday, May 11, 2021 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, EJ Stark

**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)*

The meeting site identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Public Safety Committee members and the public to attend this meeting remotely. 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:**

**Phone#: 1-408-418-9388**

**Access Code: 146 078 0067**

When you enter the telephone conference, **PLEASE PUT YOUR PHONE ON MUTE!**

- 1. Call Meeting to Order**
- 2. Public Comment Period**
- 3. Approval of the Minutes of the April 27, 2021 Human Resources, Finance and Property Committee Meeting**
- 4. Educational Presentations/Outcome Monitoring Reports**
  - A. American Rescue Plan Update
  - B. Presentation/Update on the NCHC Renovation Project and Upcoming Financial Next Steps
- 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 Bid Opening/Approval
      - a) Sale 2021-5 1427 Lake Street Wausau WI (\$5,000 appraised value)
      - b) Sale 2021-6 315 N 5<sup>th</sup> Ave Wausau WI (\$15,000 appraised value)
      - c) Sale 2021-7 1111 W Bridge Street Wausau WI (\$8,000 appraised value)
      - d) Sale 2021-8 1405 Brady Street Wausau WI (\$174,000 appraised value)
      - e) Any other tax deed properties listed on the County's website
    2. Set Purchase Price for Tax Deed Properties
      - a) 1128 Arthur Street Wausau, WI 54403
      - b) Tax Deed Sales Properties Sale 2005-6 and 2005-07, Village of Kronenwetter, WI 54455
      - 3. Possible Taking the following property on Tax Deed-one acre lot, Town of Spencer, WI PIN 074-2602-032-0991**
    4. Addressing Penalties and Interest associated with Delinquent Special Assessments levied against 909 S 60<sup>th</sup> Ave Wausau, WI, in the event the City of Wausau refunds settlement payments made by the County to the City
    5. Discussion of Tax Deed Property from 2013-404 W Main Spencer, WI,
    6. Discussion regarding accepting donation of a land parcel from Habitat for Humanity that is adjacent to property currently held by Marathon County, the tax deed property located at 1308 N 16<sup>th</sup> Ave Wausau, WI.  
Wis. Stat Sec. 75.35(4), indicates that a county may purchase lands adjacent to tax deeded lands in cases where the county board determines that such purchase will improve the salability of such tax deeded lands
    7. Discussion and possible action on signed purchase agreement of Tax Deed property to Town of Rib Mountain pursuant to Sec. 75.365, Wis. Stats. and Sec 3.20(8)(a) or (b) of the General Code of Ordinances of Marathon County, which permit counties and other municipalities to enter into agreements for the private sale of tax delinquent land by the county to other municipalities under terms and conditions approved by their governing bodies
    8. Approval of April Claims and Questioned Costs
    9. Determination of Eligible Special Assessments and Special Charges for Payment under 74.29 Wi Statutes

**MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE**  
**MEETING AGENDA**

Date & Time of Meeting: **Tuesday, May 11, 2021 3:30 p.m.**

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- B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
  - 1. Intergovernmental Budget Transfers
  - 2. Amend the 2021 CIP for additional funding in the Amount of \$314,925 for 2021 Highway Bridge Projects and \$225,000 for the design work on County Highways (AAA, T, X J and Q/G intersection) and bridge B-088
  - 3. Resolution –County Land Exchange in the Towns of Easton and Harrison-Lovlien

**6. Policy Issues Discussion and Committee Determination-None**

**7. Announcements:**

Next Meeting Date- **May 25, 2021 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](mailto:infomarathon@mail.co.marathon.wi.us) one business day before the meeting.*

**SIGNED** J Robinson/s/K Palmer  
Presiding Officer or Designee  
NOTICE POSTED AT COURTHOUSE

FAXED TO: Wausau Daily Herald, City Pages, and  
FAXED TO: Other Media Groups, Record Review  
FAXED BY: K. Palmer  
FAXED DATE: 5/10/2021 at 1:00 pm  
FAXED TIME: \_\_\_\_\_

BY: K. Palmer  
DATE: 5/10/2021 at 1:00 pm  
TIME: \_\_\_\_\_

Posted to the County Website: <https://www.co.marathon.wi.us/Home/Calendar.aspx>



**MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MINUTES**

**Tuesday, April 27, 2021 4:00 p.m.**

**WebEx/Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI**

**54403**

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

**Also Present:** Dejan Adzic, Kristi Palmer, Jason Hake, Molly Adzic, Scott Corbett,

**VIA Web or Phone:** Jean Maszk, Lance Leonhard, Kim Trueblood, Brian Grefe, Gerry Klein, Mike Puerner, Terry Kaiser, Jim Griesbach, Jamie Polley,

1. **Call Meeting to Order** Chair Robinson called the meeting to order at 4:03 pm
2. **Public Comment Period** -None
3. **Approval of the Minutes of the April 6, 2021**

**MOTION BY XIONG; SECOND BY LEAHY TO APPROVE THE APRIL 6, 2021 HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE MEETING MINUTES; MOTION CARRIED.**

**4. Educational Presentations/Outcome Monitoring Reports**

A. American Rescue Plan-Update

**Discussion:** We are looking at coordination with other municipalities so that we are not duplicating efforts. We are waiting for more clarity from the US Treasury for providing guidelines on eligible expenditures.

**Follow up:** The committee will continue the discussion the ARPA as information becomes available

B. Department Head Recruitment and Appointment Process

**Discussion:** Administrator Leonhard explains that he requested this issue be brought to the Committee for an educational update given the number of recruitments that are in process or upcoming. Leonhard explains that he recently requested an opinion from Corporation Counsel Corbett on the legal framework governing the appointment of Department Head staff to confirm his understanding. Leonhard indicates that Wisconsin state law generally provides that Department Head appointments are made by the County Administration and are required to be confirmed by the County Board unless the requirement of confirmation is waived by the County Board through ordinance. Leonhard explains that he sought the opinion of Corporation Counsel to confirm his understanding that the County Board had waived the requirement of confirmation of appointments, despite the practice of seeking Board confirmation continuing. Leonhard indicates that Corporation Counsel opined that the County Board did waive the requirement of confirmation by the Board by repeal of a preexisting ordinance in December of 2011. Leonhard states that in light of the Board’s action in 2011, and the opinion of Corporation Counsel, he will not be bringing future Department Head appointments to the County Board for confirmation, so as to limit ambiguity with respect to the responsibility and authority of the Administrator and the Board, as well as limiting potential attendant legal issues. Leonhard indicates that he will continue to engage individual Board members in recruitments and keep committees informed of pertinent recruitments to ensure the Board has confidence in the process. Leonhard explains that this update was to ensure this practice change was transparent

**Follow up:** The minutes will reflect this educational discussion.

C. Discussion of UWSP letter to County Administration in regards to the UWSP Dorm agreement

**Discussion:** Over the course of time, the UWMC (now UWSP) has had a relationship with the County in regards to facilities. County Administrator Leonhard would like the committee to know that the County had an agreement in regards to the UW Dorm and that the County has use of the facility through the fair. The letter states that the UWSP will no longer support the operation and maintenance of the UW dorm building as of January 1, 2022.

**Follow up:** County Administrator will sit down and try to understand all of the contractual obligations of the County in regards to the Fair Board and the Agricultural Society. This will be placed on the agenda after determining the contractual obligations.

D. Update on the ongoing HR/Finance Enterprise Replacement Project and considerations moving forward

**Discussion:** Presentation on the ERP Enterprise Replacement Project. If we hire a project manager, can we capitalize those costs as part of the implementation? Is it possible to capitalize annual costs, as we move to a SaaS (Software as a Solution)? Gibbs-If we have an implementation manager, I would suspect that we would be able to capitalize these cost as it is support of

the implementation. The RFP requirements specify that payments will be tied to performance and completion dates. This is a big project and it will take time. This project will take priority over other projects. It is a very significant implementation for the County and resource intensive. Gibbs-We should make the Executive Committee aware that the annual maintenance cost will be \$400,000-\$500,000 more than the current annual operating costs. This will mean that there will be significant changes to the current work

**Follow up:** Request to keep the committee updated on the project as moved forward

E. Inflationary Pressures on CIP

**Discussion:** The information in the packet provides data on the inflationary cost increases in construction and supplies. We may need to look at funding 2021 CIP projects with increased costs. .

**Follow up:** The committee may see some amendments and funding request for budgeted projects due to construction increases.

## 5. Operational Functions required by Statute, Ordinance, or Resolution:

A. Discussion and Possible Action by Human Resources and Finance and Property Committee

1. Consideration of agreement between Wausau Area Access Media (WAAM) and Marathon County to broadcast monthly Marathon County Standing Committee Meetings

**Discussion:** The Executive Committee recommends that we use WAAM for the remainder of 2021 as a pilot. The funding could be taken from a current fund or the Finance Committee Contingency Fund in 2021. The Committee could then evaluate the program and determine a permanent funding source for future years.

**MOTION BY GIBBS; SECOND BY FISHER TO APPROVE FUNDING A 2021 PILOT PROGRAM OF BOARDCASTING MONTHLY STANDING COMMITTEE MEETING WITH WAAM CREATING THE BOARDCAST AND THE 2021 PILOT FUNDING TO COME FROM THE FINANCE COMMITTEE CONTINGENCY FUND; MOTION CARRIED**

B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration

1. Review of Marathon County Procurement Code; Discussion Regarding Possible Amendment or Repeal and Creation of New Code

**Discussion:** Corporation Counsel Corbett discussed the current status of the County Procurement Code. The revised code will have substantial change in regards to specific provisions that help define what we are doing and the remaining portions can be rewritten to be more user-friendly.

**Follow up:** The Committee has provide direction to Corporation Counsel to update the code and bring back to the committee with a target date of May 2021 educational meeting.

**MOTION BY GIBBS AND SECONDED BY STARK TO DIRECT CORPORATION COUNSEL TO WORK WITH APPROPRIATE DEPARTMENTS TO EVALUATE AND DEVELOP A REVISED PROCUREMENT CODE AND BRING IT BACK TO THE HRFC FOR REVIEW AND APPROVAL; MOTION CARRIED**

## 6. Policy Issues Discussion and Committee Determination

A. Should County Administration Conduct a Public Listening Session Relative to potential use of the American Rescue Plan Funds?

**Discussion:** Administrator Leonhard indicates that conversations with local municipal leaders on the American Rescue Plan have been ongoing through the bi-weekly MCDEVCO municipality meetings. One topic of discussion has been how to afford opportunities for public engagement. Representatives of the City of Wausau have met with Chair Robinson and Administrator Leonhard to discuss a joint meeting with the respective finance committees around a series of questions to begin that process on May 12. Chair Robinson seeks committee thoughts. Several members express concern with holding the meeting without having guidance from US Treasury, as the discussion may set inaccurate expectations relative to potential uses of funds. Members also express a desire that the County consider offering a series of opportunities for public engagement. Members also reference the importance to continue communication with other municipalities.

**Action:** None taken. Consensus emerges from discussion to wait to hold the initial public listening session until there is guidance from the US Treasury

**Follow up:** County Administrator and Chair Robinson will reach out to representatives of the City of Wausau

## 7. Announcements:

Next Meeting Date- **May 11, 2021 at 3:30 p.m.**

## 8. Adjourn at 6:10 pm

**MOTION BY GIBBS; SECOND BY ATARK TO ADJOURN THE APRIL 27, 2021 HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE MEETING AT 6:10 PM; MOTION CARRIED**



**MARATHON COUNTY TAX DEED SALE  
#2021-5**

**City of Wausau  
1427 Lake Street  
#291-2907-344-0315**

**\$5,000**



**MARATHON COUNTY TAX DEED SALE**  
**#2021-6**

**City of Wausau**  
**315 N. 5<sup>th</sup> Avenue**  
**#291-2907-263-0145**

**\$15,000**



**MARATHON COUNTY TAX DEED SALE  
#2021-7**

**City of Wausau  
1111 W. Bridge St.  
#291-2907-262-0215**

**\$8,000**



**MARATHON COUNTY TAX DEED SALE**

**#2021-8**

**City of Wausau**

**1405 Brady St.**

**#291-2907-224-0083**

**\$174,000**





Connie Beyersdorff, Marathon County Treasurer  
Marathon County Courthouse  
500 Forest Street  
Wausau, WI 54403  
715.261.1150 (Telephone)  
715.261.1166 (Fax)  
Connie.Beyersdorff@co.marathon.wi.us

5/6/2021

074-2602-032-0991

Treasurer's Office Property Summary,

The property located in the Town of Spencer is a 1 acre vacant lot. The taxes are delinquent from 2013 to 2020. The total payoff is currently \$798.47.

Unpaid Taxes: \$476.19 - 60%  
Interest/Penalty: \$322.28 – 40 %  
Total: \$798.47 as of May 2021  
Plus additional fees for tax deed process today.

An Environmental Transaction Screening was done by Marathon County Health Department on April 13, 2021. At the time of the study, the property is a vacant lot not serviced by municipal sewer and water. The study did review that a barn and Silo was on the property but has been removed. This study did not find any impediments of the county assuming ownership of the property.

Connie Beyersdorff and Steven Cherek drove to this property on 5/6/2021 and based on the visual, it appeared to still be a vacant lot. Images from this site visit are attached to this report. The neighbor to the north looks to be using the property for driveway access to County Road F. Around two years ago, a real estate agent called the County Treasurer's Office and told the Deputy Treasurer, Steven Cherek, that the neighbor to the north buried the barn, silo and other house appliances on this property. Based on past aerial images and the environmental Transaction Screen, there was a barn and silo on this property in 2015. Since this phone call, the neighbor's property sold in 2018. The Treasurer's office is unsure if this story is true.

On 4/26/2021, the landowner to the north called asking to be notified once the County owns this property as he is interested in acquiring it. On 5/7/2021 phone call the same landowner told the Deputy Treasurer that he believes the Barn is buried on this property.

All tax deed process steps were done based on WI state statutes and Marathon County Ordinance by the Treasurer's office. That's why we are here today presenting this property to the committee.

Connie Beyersdorff and Steven Cherek

5/6/21



5/6/21



5/6/21



5/6/21



5/6/21



5/6/21 - New Driveway access North of Property.



## Marathon County

Owner (s):

**SERSCH, ROY A**

Location:

**SW1/4 NW1/4, Sect. 3, T26N, R2E**

Mailing Address:

**ROY A SERSCH  
8348 DUBLIN RD  
CAMP DOUGLAS, WI 54618-**

School District:

**5467 - SPENCER**

Tax Parcel ID Number: Tax District: Status:  
**074-2602-032-0991 074-TOWN OF SPENCER Active**

Alternate Tax Parcel Number: Government Owned: Acres:  
**37-032602-007-003-00-00 1**

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):  
**SEC 03-26-02 PT OF SW 1/4 NW 1/4 - OUTLOT 1 CSM VOL 62 PG 78 (#14071) (DOC #1424718)**

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*

0 Lottery credits claimed

### Tax History

\* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Fees	Total Payoff
2020	\$64.60	\$0.00	\$64.60	\$2.58	\$1.29	\$0.00	\$68.47
2019	\$59.57	\$0.00	\$59.57	\$9.53	\$4.77	\$0.00	\$73.87
2018	\$59.41	\$0.00	\$59.41	\$16.63	\$8.32	\$0.00	\$84.36
2017	\$61.56	\$0.00	\$61.56	\$24.62	\$12.31	\$0.00	\$98.49
2016	\$60.46	\$0.00	\$60.46	\$31.44	\$15.72	\$0.00	\$107.62
2015	\$54.44	\$0.00	\$54.44	\$34.84	\$17.42	\$0.00	\$106.70
2014	\$58.39	\$0.00	\$58.39	\$44.38	\$22.19	\$0.00	\$124.96
2013	\$57.76	\$0.00	\$57.76	\$50.83	\$25.41	\$0.00	\$134.00
<b>Total</b>							<b>\$798.47</b>

***'PAY TAXES' button may be used to pay the SECOND installment for all municipalities except for the City of Wausau. It may also be used to pay past year delinquent taxes for all municipalities. If the first installment is not received by the municipality by January 31 of the year due, interest and penalty will also be due. Please contact the County Treasurer's Office at (715) 261-1150 for exact amount due if after January 31 or if taxes are 3 years or more delinquent.***



*NOTE: Current year tax bills may not be processed by the county.*

Interest and penalty on delinquent taxes are calculated to **May 31, 2021.**



**Health Department**  
1000 Lake View Drive, Suite 100  
Wausau, WI 54403-6797

Tel/TDD: 715-261-1900  
Fax: 715-261-1901  
www.co.marathon.wi.us

April 13, 2021

Pin # 074-2602-032-0991

Connie Beyersdorff  
Marathon County Treasurer  
500 Forest Street  
Wausau, WI 54403

Dear Ms. Beyersdorff:

Per your request, an Environmental Transaction Screen (ETS) has been conducted for the Roy Sersch property located in the Township of Spencer on County Road F, Marathon County. The transaction screen was conducted by Keith Baine, Environmental Health Sanitarian. The purpose of this investigation was to review past and present land use practices, current operations and conditions, and identify the potential presence of hazardous substances, to evaluate the potential occurrence of soil and/or /groundwater contamination at the site. No soil or groundwater sampling was conducted in conjunction with this assessment.

The subject property is 1 acre size. The property is located in Sec 03-26-02 Pt of SW ¼ NW ¼ - Outlot 1 in the Township of Spencer, Marathon County Wisconsin. The property is a vacant lot.

Based on visual observations made during the site visit on March 29, 2021 and the records review of the property, the following items have been identified as potential sources of contamination on the property.

**Findings:**

- A) Based upon aerial photos from 2015 the property appears to have a silo and a fallen down bar on the lot.
- B) Based upon the most recent aerial photos from 2020 the barn and silo have been removed and the lot is vacant.
- C) During the site visit on March 29, 2021 the lot was planted with corn this past fall.
- D) During the site visit it was noted that the property owner to the north is currently constructing a new house and it appears they are using the existing driveway that belongs to Roy Sersch based upon current survey maps and aerial photos. The house also appears to be very close to being on Roy Sersch's property.
- E) No contaminated sites were noted during the records search.

**Recommendations:**

Potential dangers to the property have been listed above. Prior to Marathon County assuming ownership I recommend contacting Marathon County Conservation and Planning Department to have the lot lines verified.

The findings and recommendations presented above are professional opinions based solely upon visual observations of the site and vicinity, and our interpretation of the available historical information and documents reviewed. The report is intended for the exclusive use of Marathon County. It should be recognized that this assessment was not intended to be a definitive investigation of contamination at the subject property. Given that analytical testing for contamination was not performed, it is possible that currently unrecognized contamination may exist at the site. Opinions and recommendations presented herein apply to the site conditions existing at the time of our investigation and those reasonably foreseeable.

If you have any questions, please call.

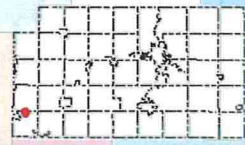
Sincerely,



Keith Baine  
Environmental Health Sanitarian

cc: D. Grosskurth, MCHD

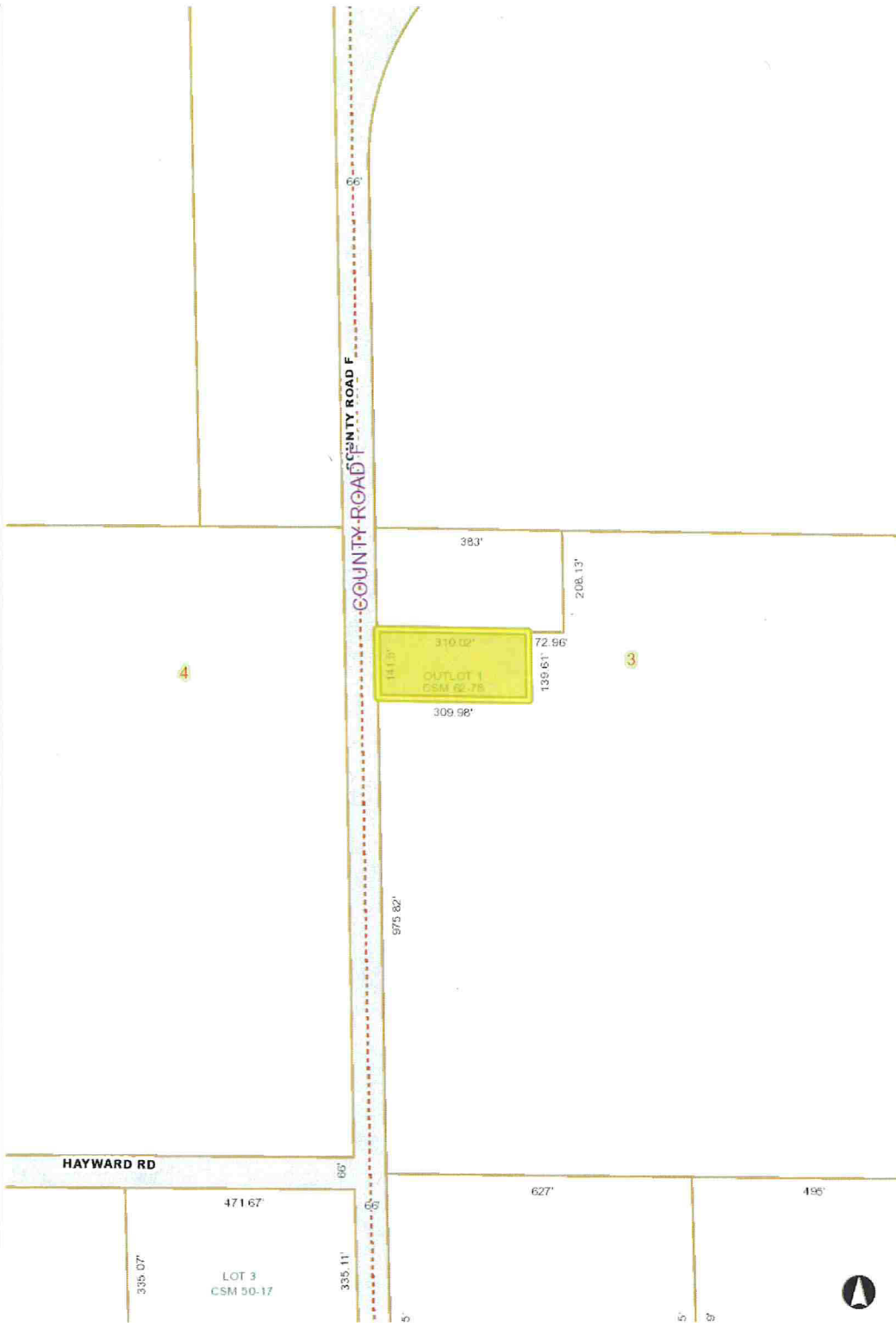
TAYLOR LINCOLN



WOOD PORTAGE

### Legend

- Road Names
- ▭ Parcels
- ▭ Parcel Lot Lines
- Land Hooks
- ▭ Section Lines/Numbers
- Right Of Ways
- Named Places
- ▭ Municipalities



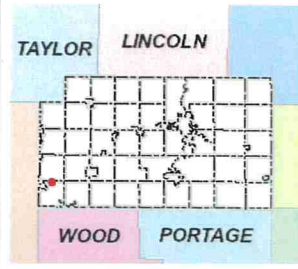
### Notes

Roy Sersch Property  
Town of Spencer

152.92 0 152.92 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.

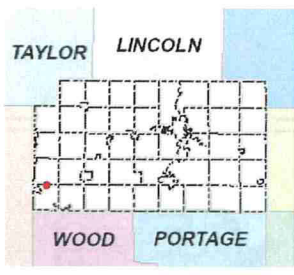


- Legend**
- Road Names
  - Owner Last Names
  - Parcels
  - Parcel Lot Lines
  - Address Points
  - Section Lines/Numbers
  - Named Places
  - Municipalities
  - 2020 Orthos Countywide
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

**Notes**  
Roy Sersch Property  
Town of Spencer



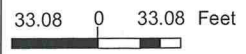
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- Legend**
- Road Names
  - Owner Last Names
  - Parcels
  - Section Lines/Numbers
  - Right Of Ways
  - Named Places
  - Municipalities
- 2015 Orthos Countywide
- Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3



**Notes**  
Aerial photo from 2015



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# Roy Sersch Property 2015



## Legend

- Open Site
- Closed Site
- Continuing Obligations Apply
- Facility-wide Site

0.0 0 0.0 Miles

1:990

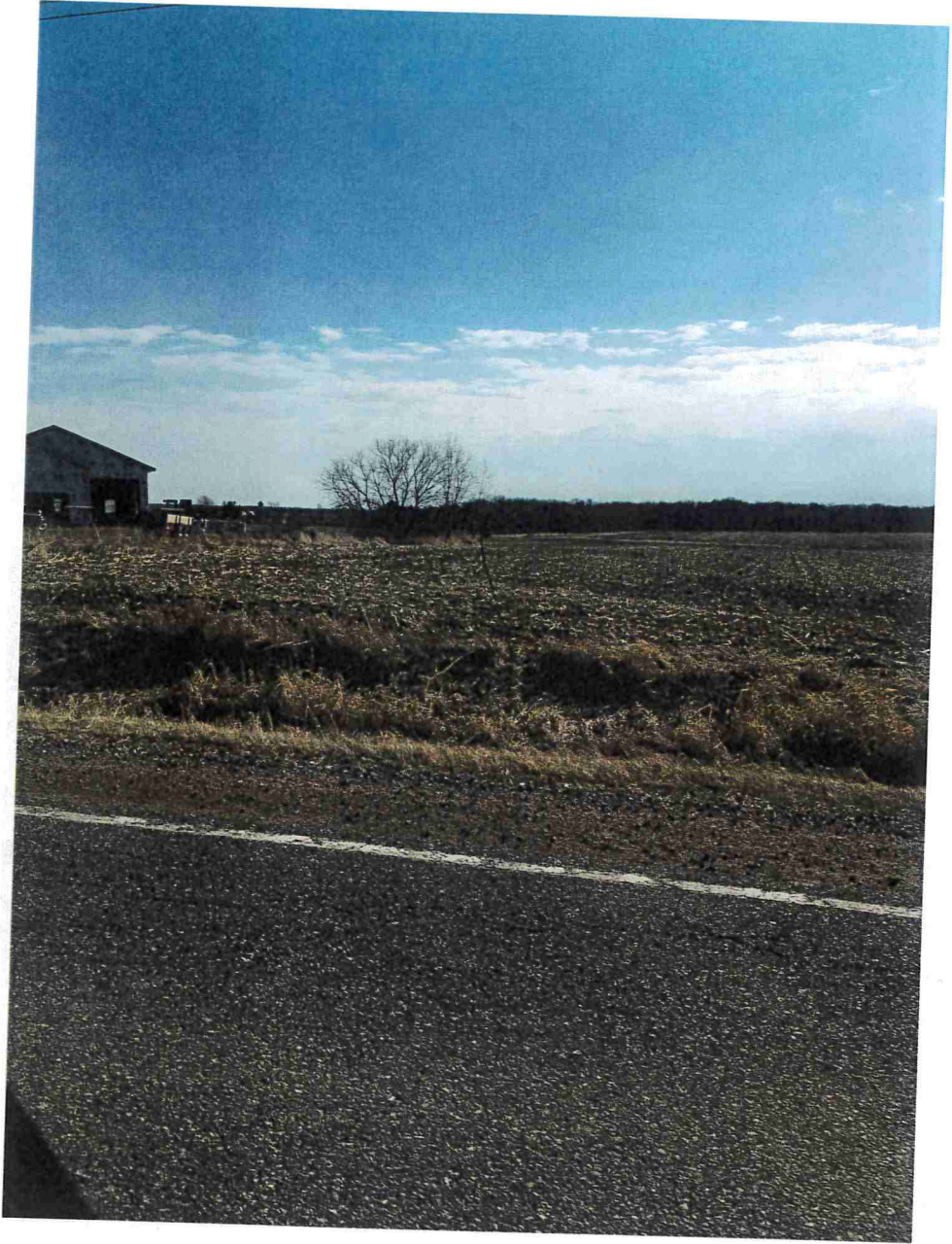


NAD\_1983\_HARN\_Wisconsin\_TM

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

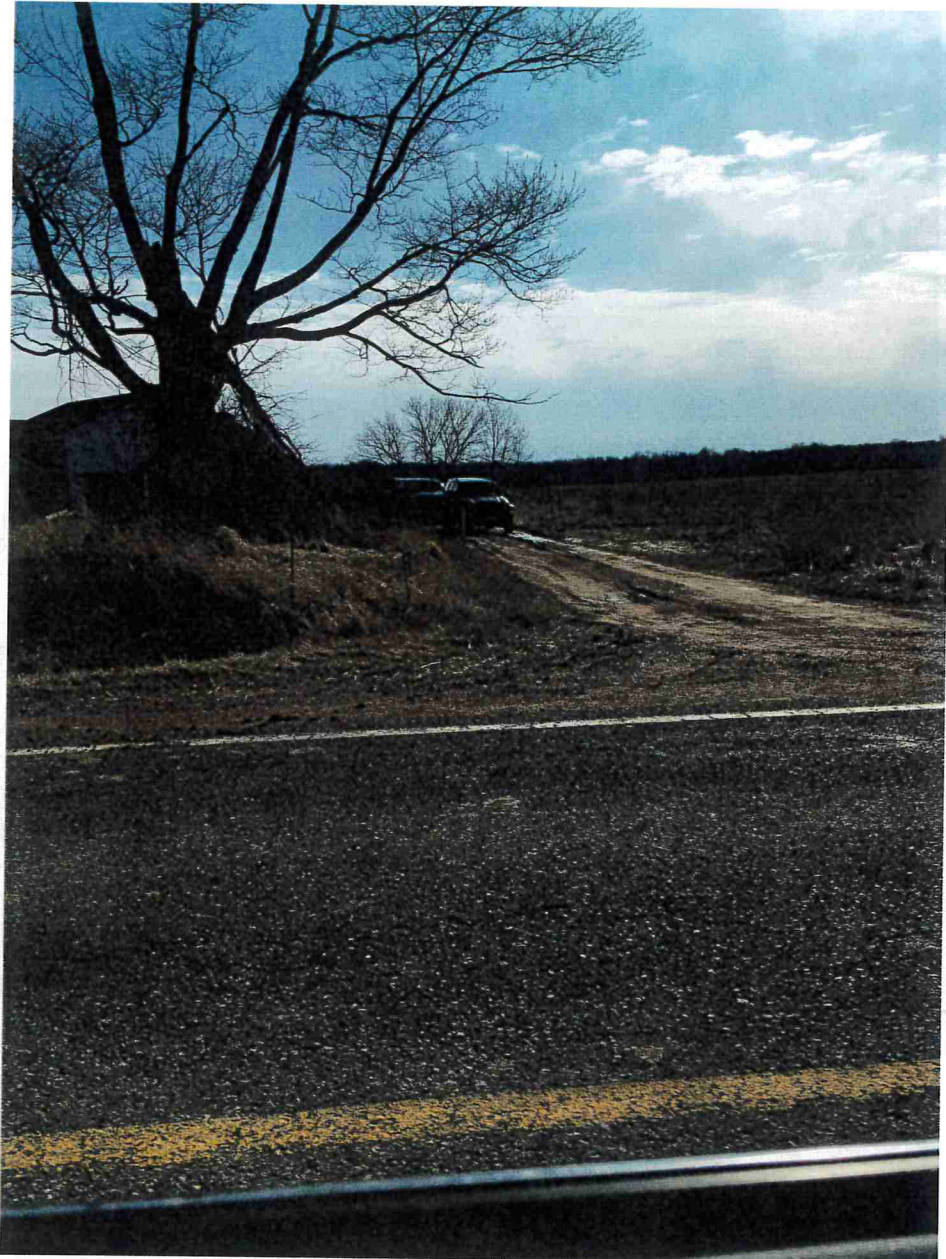
Note: Not all sites are mapped.

## Notes













## AGREEMENT



### FOR THE PRIVATE SALE OF TAX DELINQUENT LAND BETWEEN MARATHON COUNTY AND THE TOWN OF RIB MOUNTAIN

This AGREEMENT is made this 31<sup>st</sup> day of March, 2021, by and between Marathon County and the Town of Rib Mountain, a municipal unit of government within Marathon County, pursuant to Sec. 75.365, Wis. Stats. and Sec 3.20(8)(a) or (b) of the General Code of Ordinances of Marathon County, which permit counties and other municipalities to enter into agreements for the private sale of tax delinquent land by the county to other municipalities under terms and conditions approved by their governing bodies.

#### Description of Tax Delinquent Property

Municipality: Town of Rib Mountain  
Location: 223929 Orchid Lane  
Monte Vista – Lot 1  
PIN #: 068-2807-221-0019

**Appraised Value: \$17,000.00**

Unpaid Property Taxes/Special Assessments/Penalty & Interest:	\$ 25,673.84
Environmental Transaction Screen and Appraisal:	475.00
Certified mailings:	200.00
Maintenance costs (secure property, mow weeds / grass):	<u>1,500.00</u>
Total:	27,848.84

#### TERMS OF AGREEMENT:

1. The Town of Rib Mountain hereby agrees to purchase the above said property for the cost of \$17,000.00, the appraised value of the property.
2. The Town of Rib Mountain further agrees to accept the property in “as is” condition.
3. The parties agree that the provisions of Wis. Stat. §§ 75.365(2) and (3) are expressly adopted into this agreement.
  - a. **Limitation of Liability.**
    - i. Pursuant to Wis. Stat. § 75.365(2), Marathon County shall not be accountable or liable for any amount greater than that realized by it upon the sale of the property described herein

ii. Pursuant to Wis. Stat. § 75.365(2), Marathon County shall not incur or be subjected to any liability to anyone except as set forth herein. If Marathon County should incur or be subjected to any other or different liability, the Town of Rib Mountain shall reimburse the County for any such excess liability and indemnify it against any loss or damage that the County may sustain by reason of acting pursuant to this agreement.

**b. Free and Clear Title.**

i. Pursuant to Wis. Stat. § 75.365(3), upon execution of this agreement, the title conveyed to the Town of Rib Mountain shall be in fee simple and free and clear from all tax liens or claims arising out of delinquent special assessments, delinquent unpaid general taxes, or both, except delinquent special assessments, delinquent or unpaid general taxes, or both, returned to Marathon County after the sale is completed.

The undersigned parties by their signatures attest that they are authorized to enter into this Agreement.

\_\_\_\_\_  
Kim Trueblood, Marathon County Clerk

  
\_\_\_\_\_  
CHAIR, Town of Rib Mountain

**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:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	DAA DAA 8 9900	TRANSFERS FROM FUND BALANCE	209279

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	DAA DAA 9 2250	TELEPHONE	14000
Expenditure Increase	DAA DAA 9 7234	SUPPORT CURATIVE CONNECT	2000
Expenditure Increase	DAA DAU 9 1250	WAGES TEMP REG PT	44000
Expenditure Increase	DAA DAU 9 1510	SOCIAL SECURITY EMPLOYER	3400
Expenditure Increase	DAA DAU 9 1560	WORKERS COMP	400
Expenditure Increase	DAA D DAU 9 1580	UNEMPLOYMENT COMP	200
Expenditure Increase	DAA DAA 9 9130	INCR FB FOR SUBSEQ YRS	145279

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:** Steve Prell

**Date Completed:** 4/16/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)

ADRC CW ADMIN

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

ADRC CW ADMIN is funds provided by the four counties to the ADRC CW. This is to adjust the beginning fund balance in 2021 to the actual amount ending 2020. ADRC CW VACCINE PROJECT is a short term project to assist elderly and disabled individuals within the ADRC CW region to sign up for the COVID 19 vaccine.

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: Balance APR units

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? \_\_\_\_\_

# 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:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	DAB DAB 8 2348	ADRC CW COVID 19 VAX OUTREACH	49054

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Select action	Click to enter GL Account	Click here to enter account description	Enter amount
Expenditure Increase	DAB DAV 9 2250	PHONE	1000
Expenditure Increase	DAB DAV 9 2251	LONG DISTANCE	400
Expenditure Increase	DAB DAV 9 2992	TRANSPORTATION SERVICES	20054
Expenditure Increase	DAB DAV 9 3110	POSTAGE	600
Expenditure Increase	DAB DAV 9 3130	PRINTING	1000
Expenditure Increase	DAB DAV 9 3190	OFFICE SUPPLIES	1000
Expenditure Increase	DAB DAV 9 3260	ADVERTISING	20000
Expenditure Increase	DAB DAV 9 3321	PERSONAL AUTO MILEAGE	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:** Steve Prell

**Date Completed:** 4/16/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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



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)

ADRC CW COVID 19 VAX OUTREACH

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

The ADRC CW COVID 19 VAX OUTRACH grant is a new short term grant to be used to help individuals in the community get registered for the COVID 19 vaccine.

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: Balance APR units

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? \_\_\_\_\_

# 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:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	DAB DAB 8 2388	MIPPA GRANT	18695

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	DAB DAG 9 1110	SAL PERM REG FT	13923
Expenditure Increase	DAB DAG 9 1111	SAL PERM REG PT	1365
Expenditure Increase	DAB DAG 9 1510	SOC SEC EMPLOYER	845
Expenditure Increase	DAB DAG 9 1520	RETIREMENT EMPLOYERS SHARE	744
Expenditure Increase	DAB DAG 9 1540	HOSP HEALTH INS	1523
Expenditure Increase	DAB DAG 9 1541	DENTAL INS	34
Expenditure Increase	DAB DAG 9 1543	INCOME CONTINUATION INS	42
Expenditure Increase	DAB DAG 9 1545	PEHP	96
Expenditure Increase	DAB DAG 9 1550	LIFE INSURANCE	5
Expenditure Increase	DAB DAG 9 1560	WORKERS COMPENSATION	107
Expenditure Increase	DAB DAG 9 1580	UNEMPLOYMENT COMPENSATION	11

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:** Steve Prell

**Date Completed:** 4/16/2021

**COMPLETED BY FINANCE DEPARTMENT:**

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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)  
ADRC CW MIPPA
- 2) Provide a brief (2-3 sentence) description of what this program does.  
ADRC MIPPA grant provides funds for the Elderly Benefit Specialist program. The State transferred reporting of these funds from Aging to ADRC.
- 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: Balance APR units
- 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? \_\_\_\_\_

# MARATHON COUNTY

## Budget Transfer Authorization Request Form

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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	DAB DAB 8 2395	SHIP GRANT	15620

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	DAB DAG 9 1110	SAL PERM REG FT	9250
Expenditure Increase	DAB DAG 9 1111	SAL PERM REG PT	1819
Expenditure Increase	DAB DAG 9 1510	SOC SEC EMPLOYER	1125
Expenditure Increase	DAB DAG 9 1520	RETIREMENT EMPLOYERS SHARE	992
Expenditure Increase	DAB DAG 9 1540	HOSP HEALTH INS	2029
Expenditure Increase	DAB DAG 9 1541	DENTAL INS	46
Expenditure Increase	DAB DAG 9 1543	INCOME CONTINUATION INS	58
Expenditure Increase	DAB DAG 9 1545	PEHP	132
Expenditure Increase	DAB DAG 9 1550	LIFE INSURANCE	6
Expenditure Increase	DAB DAG 9 1560	WORKERS COMPENSATION	146
Expenditure Increase	DAB DAG 9 1580	UNEMPLOYMENT COMPENSATION	17

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:** Steve Prell

**Date Completed:** 4/16/2021

**COMPLETED BY FINANCE DEPARTMENT:**

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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)

ADRC CW SHIP

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

ADRC SHIP grant provides funds for the Elderly Benefit Specialist program. The State transferred reporting of these funds from Aging to ADRC.

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: Balance APR units

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? \_\_\_\_\_

# MARATHON COUNTY

## Budget Transfer Authorization Request Form

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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSER FROM:**

Action	Account Number	Account Description	Amount
Expenditure Decrease	DCA DCA 9 9130	INCREASE FB SUBSQ YEAR	66

**TRANSER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	DAL DAL 9 9130	INCR FB FOR SUBSEQU YR	66

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:** Steve Prell

**Date Completed:** 5/5/2021

**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)

ADRC CW ADD LIFE CENTER

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

ADRC CW ADD LIFE CENTER is funds used for preventive health classes and activities for older adults. This adjustment is to correct a mistake on a previous budget adjustment that had the incorrect subfund and org included

- 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: Balance APR units

- 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? \_\_\_\_\_

**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:** ADRC-CW

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	DAL DAL 8 9900	TRANSFERS FROM FUND BALANCE	66

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	DCA DCA 9 9130	INCR FB FOR SUBSEQU YR	66

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:** Steve Prell

**Date Completed:** 4/16/2021

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**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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



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)

ADRC CW ADD LIFE CENTER

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

ADRC CW ADD LIFE CENTER is funds used for preventive health classes and activities for older adults.

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: Balance APR units

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.

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**COMPLETED BY FINANCE DEPARTMENT:**

Is 10% of this program appropriation unit or fund? \_\_\_\_\_

Is a Budget Transfer Resolution Required? \_\_\_\_\_

**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:** ADRC-CW

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Expenditure Decrease	DAM DAM 9 9130	INCR FB FOR SUBSEQUENT YRS	20

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Revenue Decrease	DAM DAM 8 9900	TRANSF FROM FUND BAL	20

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:** Steve Prell

**Date Completed:** 4/16/2021

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**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)

ADRC CW ELD AB

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

ADRC CW ELDER ABUSE are funds used to provide direct services to individuals that are victims of elder abuse.

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: Balance APR units

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? \_\_\_\_\_

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Expenditure Increase	DAT DAT 9 1110	SAL PERM REG FT	9658
Expenditure Increase	DAT DAT 9 1111	SAL PERM REG PT	1365
Expenditure Increase	DAT DAT 9 1510	SOC SEC EMPLOYER	845
Expenditure Increase	DAT DAT 9 1520	RETIREMENT EMPLOYERS SHARE	744
Expenditure Increase	DAT DAT 9 1540	HOSP HEALTH INS	1523
Expenditure Increase	DAT DAT 9 1541	DENTAL INS	34
Expenditure Increase	DAT DAT 9 1543	INCOME CONTINUATION INS	42
Expenditure Increase	DAT DAT 9 1545	PEHP	96
Expenditure Increase	DAT DAT 9 1550	LIFE INS	5
Expenditure Increase	DAT DAT 9 1560	WORKERS COMPENSATION	107
Expenditure Increase	DAT DAT 9 1580	UNEMPLOYMENT COMP	11

Action	Account Number	Account Description	Amount
Revenue Decrease	DAT DAT 8 2388	MIPPA GRANT	14430

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:** Steve Prell

**Date Completed:** 4/16/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)

ADRC CW MIPPA

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

ADRC MIPPA grant provides funds for the Elderly Benefit Specialist program. The State transferred reporting of these funds from Aging to ADRC.

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: Balance APR units

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?

\_\_\_\_\_

\_\_\_\_\_

**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:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Expenditure Increase	DDN DDN 9 1110	SAL PERM REG FT	12879
Expenditure Increase	DDN DDN 9 1111	SAL PERM REG PT	1819
Expenditure Increase	DDN DDN 9 1510	SOC SEC EMPLOYER	1125
Expenditure Increase	DDN DDN 9 15 20	RETIREMENT EMPLOYERS SHARE	992
Expenditure Increase	DDN DDN 9 1540	HOSP HEALTH INS	2029
Expenditure Increase	DDN DDN 9 1541	DENTAL INS	46
Expenditure Increase	DDN DDN 9 1543	INCOME CONTINUATION INS	58
Expenditure Increase	DDN DDN 9 1545	PEHP	132
Expenditure Increase	DDN DDN 9 1550	LIFE INS	6
Expenditure Increase	DDN DDN 9 1560	WORKERS COMPENSATION	146
Expenditure Increase	DDN DDN 9 1580	UNEMPLOYMENT COMP	17

Action	Account Number	Account Description	Amount
Revenue Decrease	DDN DDN 8 2395	SHIP GRANT	19249

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:** Steve Prell

**Date Completed:** 4/16/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)

ADRC CW SHIP

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

ADRC SHIP grant provides funds for the Elderly Benefit Specialist program. The State transferred reporting of these funds from Aging to ADRC.

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: Balance APR units

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? \_\_\_\_\_

**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:** ADRC-CW

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	DDV DDV 8 9900	TRANSFERS FROM FUND BAL	2198

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	DDV DDV 9 3490	OTHER OPERATING SUPPLIES	2198

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:** Steve Prell

**Date Completed:** 4/16/2021

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**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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



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)

ADRC CW WIHA

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

ADRC CW WIHA are funds used to provide healthy aging services and classes to older adults.

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: Balance APR units

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? \_\_\_\_\_

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	DEG DEI 8 2347	ADRC CW CONSOLIDATED APPROP ACT C2	143758

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	DEG DEI 92180	FOOD	100000
Expenditure Increase	DEG DEI 9 3490	OTHER OPERATING SUPPLIES	43758

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:** Steve Prell

**Date Completed:** 4/30/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)

ADRC CW Consolidated Appropriations Act C2

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

These are new Federal funds used to support the Meals on Wheels program during the COVID health emergency.

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? \_\_\_\_\_

**MARATHON COUNTY**  
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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	EAA EAA 8 9900	TRANSFERS FROM FUND BALANCE	972

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	EAA EAA 9 3490	OTHER OPERATING SUPPLIES	972

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:** Steve Prell

**Date Completed:** 4/16/2021

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**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)

ADRC SR SNOW DAY

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

ADRC SR SNOW DAY is a special project to provide shelf stable meals for those days when meals on wheels is cancelled.

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: Balance APR units

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? \_\_\_\_\_

**MARATHON COUNTY**  
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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	EAB EAB 8 9900	TRANSFERS FROM FUND BALANCE	4156

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	EAB EAB 9 3490	OTHER OPERATING SUPPLIES	4156

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:** Steve Prell

**Date Completed:** 4/16/2021

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**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)

ADRC Community Connections and Computers during COVID

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

This is a program funded by the Community Foundation of North Central Wisconsin to address social isolation through technology using Chromebooks at Island Place Apartments.

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: Balance APR units

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? \_\_\_\_\_

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	EAF EAF 8 9900	TRANSFERS FROM FUND BALANCE	25000

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	EAF EAF 9 3490	OTHER OPERATING SUPPLIES	5000
Expenditure Increase	EAF EAF 9 2180	FOOD	20000

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:** Steve Prell

**Date Completed:** 4/16/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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



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)

ADRC CONNEXUS CREDIT UNION

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

ADRC CONNEXUS CREDIT UNION is a donation received to provide services in counties where Connexus Credit Union has a branch (Marathon/Lincoln/Langlade)

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: Balance APR units

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? \_\_\_\_\_

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	EAG EAG 8 9900	TRANSFERS FROM FUND BALANCE	250

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	EAG EAG 9 3490	OTHER OPERATING SUPPLIES	250

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:** Steve Prell

**Date Completed:** 4/16/2021

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**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)

ADRC Lincoln County Donation

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

ADRC Lincoln County donation was received to supplement services in Lincoln County

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: Balance APR units

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? \_\_\_\_\_

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	EAH EAH 8 9900	TRANSFERS FROM FUND BALANCE	250

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	EAH EAH 9 3490	OTHER OPERATING SUPPLIES	250

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:** Steve Prell

**Date Completed:** 4/16/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)

ADRC Church Mutual

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

ADRC Church Mutual is a donation received to supplement meals on wheels in Lincoln County.

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: Balance APR units

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? \_\_\_\_\_

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	EBD EBD 8 9900	TRANSFERS FROM FUND BALANCE	750

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	EBD EBD 9 3490	OTHER OPERATING SUPPLIES	750

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:** Steve Prell

**Date Completed:** 4/16/2021

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**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)  
ADRC National Mutual Benefit Elcho
- 2) Provide a brief (2-3 sentence) description of what this program does.  
ADRC National Mutual Benefit Elcho is to be used to supplement services in the Elcho area.
- 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: Balance APR units
- 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? \_\_\_\_\_

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	FBG FBG 8 9900	TRANSFERS FROM FUND BALANCE	262

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	FBG FBG 9 3490	OTHER OPERATING SUPPLIES	262

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:** Steve Prell

**Date Completed:** 4/16/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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



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)

ADRC WC Sr Center

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

ADRC Wood County Sr Center are funds provided by the Incurage Foundation to supplement the operations of the Centrailia Sr Center in Wisconsin Rapids.

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: Balance APR units

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? \_\_\_\_\_

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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**DEPARTMENT:** ADRC-CW

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	FBH FBH 8 9900	TRANSFERS FROM FUND BALANCE	13941

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	FBH FBH 9 9130	INCR FB FOR SUBSEQUENT YRS	13941

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:** Steve Prell

**Date Completed:** 4/16/2021

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**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

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)

ADRC WC SCHMIDT ENDOWMENT

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

ADRC SCHMIDT ENDOWMENT is funds received from the Incourage Foundation to provide additional services in south Wood County.

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: Balance APR units

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? \_\_\_\_\_

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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**DEPARTMENT:** Administration

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Expenditure Decrease	101 17792190	Other Professional Services	50,000

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	240 87092190	Other Professional Services	50,000

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 Hake

**Date Completed:** 3/22/2021

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**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)

Pretrial Case Management

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

Defendants appearing in custody for their initial appearance are assessed using the Public Safety Assessment. This assessment assists the courts with setting appropriate bonds based on the defendants risk to reoffend as well as their risk to fail to appear for future court appearances. Defendants who are released on bond pretrial are provided case management and supervision at varied levels based on the predicted risk indicated in the assessment report.

- 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

# 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

**2021** \_\_\_\_\_

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	269 791 8 9900	NACD Technical Assistance Grant Fund Balance Carryover Adjustment Initial carryover was for \$2849. Actual carryover should be \$2986.	137

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	269 791 9 1110	Salaries – Perm Regular	137

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:** 4/8/2021

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**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.  
Program provides grant funds for technical and educational assistance to landowners to adopt and successfully implement managed grazing on their farms as well as assist in implementing state and federal conservation programs.
  
- 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

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

This form must be completed electronically and emailed to **Alicia Richmond** and to your Department Head. This email will confirm that your Department Head acknowledges approval of 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:** Health

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Expenditure Decrease	289-334-9-3140	Small Items Equipment	\$4,000

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Revenue Decrease	289-334-8-2390	Other Federal Grants	\$4,000

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:** Kim Wieloch

**Date Completed:** 5/7/2021

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**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)

Car Seats - DOT

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

The Marathon County Health Department was the fiscal agent for funding from DOT that was to be used to purchase American-made car seats as part of a safe child initiative. MCHD passed these funds through to Safe Kids (a part of the Aspirus Foundation). This funding is now going directly from the DOT to Safe Kids, so the 2021 budget can be deleted as there will be no activity for MCHD.

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: MCHD is no longer receiving this funding.

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:** Health

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	BAA-BAJ-8-2446	Other Health Care Services – State Grants	41,656

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	BAA-BAJ-9-2990	Sundry Contractual Expenses	\$445
Expenditure Increase	BAA-BAJ-9-3130	Printing and Duplication	\$803
Expenditure Increase	BAA-BAJ-9-3350	Meals	\$84
Expenditure Increase	BAA-BAJ-9-3360	Lodging	\$40,324

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:** Kim Wieloch

**Date Completed:** 4/14/2021

**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)  
Public Health Emergency Quarantine
- 2) Provide a brief (2-3 sentence) description of what this program does.  
These funds will be used to cover expenses related to quarantining or isolating a person outside his/her home during a public health state of emergency declared by the Governor in response to the COVID-19 pandemic.
- 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: State of Emergency extended past 12/31/2020 until 3/31/2021.
- 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:** Highway

**BUDGET YEAR:** 2021

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**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	801-265 8 9900	Use F/B: Infrastructure Design	314,925

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	801-284 9 2190	Infrastructure: Other Prof Svc	314,925

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:** 4/29/2021

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**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)

Highway Infrastructure Cost Center

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

Funds the design and engineering costs associated major infrastructure projects such as roadways and bridges within Marathon County.

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

# MARATHON COUNTY

## Budget Transfer Authorization Request Form

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**DEPARTMENT:** Highway

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	801-265 8 9900	Use F/B: Infrastructure Design	200,000

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	801-284 9 2190	Infrastructure: Other Prof Svc	200,000

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:** Mary Rosensprung

**Date Completed:** 4/29/2021

**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)

Highway Infrastructure Cost Center

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

Funds the design and engineering costs associated major infrastructure projects such as roadways and bridges within Marathon County.

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

# MARATHON COUNTY

## Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Alicia Richmond** and to your Department Head. This email will confirm that your Department Head acknowledges approval of 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:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	162-84982320	Public Safety – Federal Grant Appr Unit: 592V	10,576

**TRANSFER TO:** Ref #00047

Action	Account Number	Account Description	Amount
Expenditure Increase	162-84993490	Other Operating Supplies Appr Unit: 592U	10,576

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, Administrative Services Manager

**Date Completed:** 4/15/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

Date Transferred: 4/19/21 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)

2020 Edward Bryne Memorial Justice Assistance Grant (JAG) Program

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

To provide law enforcement agencies additional resources to enhance their ability to provide community initiatives, provide officer and community safety and enhance crime response.

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? \_\_\_\_\_



**Extension**  
UNIVERSITY OF WISCONSIN-MADISON

April 26, 2021

RE: Extension Funding for Support Position

Greetings Marathon County Board Supervisors,

Recently, I had the opportunity to speak with Administrator Leonhard regarding the vacant Support Staff position within our office due to the retirement of Nancy Anderson. Nancy spent 17 years with Marathon County and the final 10 years or so with our office. We are grateful for her service and dedication to Marathon County and Extension.

After speaking with Administrator Leonhard and working through some budget questions and challenges that Marathon County may be facing into the future, I proposed that Extension hire the support staff position via our contractual services agreement with Marathon County. Currently, only our educators are run through that contract with Marathon County Human Resources assisting with the hiring and onboarding of a support staff.

When working through this option, I shared the following information with Administrator Leonhard that I wanted to share with you all as well.

- Currently, Marathon County budgets \$75,000 within the Extension Budget for a 1.0 FTE Support Staff position. This allocation includes salary, insurance and other fringe benefits. By hiring, via the Extension contract, I estimate that we will be able to save nearly \$5,000 through this process.
- Along with saving financial resources through the direct salary and fringe benefits of the position, Extension will be providing the Human Resources support and management of this employee, reducing the burden on Marathon County Human Resources.
- Lastly, by hiring the Support Staff position through the Extension contract, this employee would be entitled to all the IT programs available through Extension reducing the costs to Marathon County for technology. Such programs and software include but are not limited to: Microsoft Office 365, Adobe Creative Suite and Google Applications. Cumulatively, these programs for a single user would cost around \_\_\_\_\_ annually.

We greatly appreciate your consideration of allowing us to move money around within our budget to onboard a new colleague to serve the residents of Marathon County while also being good stewards of taxpayer dollars. If you have any questions, please let me know. Thank you.

Jason Hausler  
Extension Area Director for Marathon County  
715-533-8006 / jason.hausler@wisc.edu

**Division of Extension**  
University of Wisconsin-Madison  
432 N Lake Street Madison, WI 53706  
info@extension.wisc.edu | extension.wisc.edu

# MARATHON COUNTY

## Budget Transfer Authorization Request Form

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**DEPARTMENT:** UW-Extension

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Expenditure Decrease	101 74391210	Wages	47,440
Expenditure Decrease	101 74391510	Social Security	3,630
Expenditure Decrease	101 74391520	Retirement	3,203
Expenditure Decrease	101 74391540	Health Ins	19,584
Expenditure Decrease	101 74391541	Dental Ins	399
Expenditure Decrease	101 74391543	Income Continuation Ins	183
Expenditure Decrease	101 74391545	PEHP	546
Expenditure Decrease	101 74391550	Life Ins	57

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	101 73892190	Other Professional Service	75,113

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 (prepared by Season Welle)

**Date Completed:** 4/29/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

# MARATHON COUNTY

## Budget Transfer Authorization Request Form

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**DEPARTMENT:** UW-Extension

**BUDGET YEAR:** 2021

**TRANSER FROM:**

Action	Account Number	Account Description	Amount
Expenditure Decrease	101 74391560	Worker Comp	24
Expenditure Decrease	101 74391580	Unemployment Comp	47

**TRANSER TO:**

Action	Account Number	Account Description	Amount

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 (prepared by Season Welle)

**Date Completed:** 4/29/2021

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

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

# MARATHON COUNTY

## Budget Transfer Authorization Request – Supplemental Information

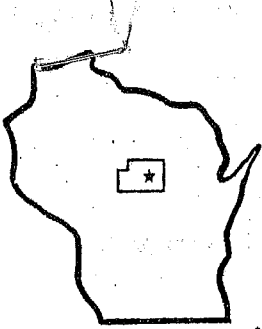
Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)  
UW Extension Administrative Professional
- 2) Provide a brief (2-3 sentence) description of what this program does.  
UW Extension Programs
- 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 funds to pay for state contractual employee
- 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)
- 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? \_\_\_\_\_



# MARATHON COUNTY BOARD OF SUPERVISORS

Courthouse - Wausau, Wisconsin - 54401 - Telephone 842 - 2141

July 31, 1978

Mr. Richard Delap  
Department of Social Services  
Grand Avenue  
Wausau, WI 54401

Dear Mr. Delap:

This letter is in reference to the conversation you and Mr. Baur had about the 80 acres in the Township of Easton that is under Marathon County's Social Services jurisdiction.

The Forestry, Recreation, Zoning and Planning Committee, at their July 28, 1978 meeting, passed a resolution asking the Social Services Board to transfer the 80 acres known as the South One-half of the Northeast Quarter, Section 26, Township 29 North, Range 9 East, to the Marathon County Forestry Department.

This land then would be used for trading lands within the county forest boundaries which is a policy of the County Board and all land trades must be approved by the County Board. The county forest lands are set aside by the County Board to be held in trust for the citizens of Marathon County. These lands are used for forestry and recreation such as: Hunting, fishing, hiking, snowmobiling and berry picking.

Marathon County would retain the mineral rights to this property if and when it is traded.

The forestry land that would be acquired through trading would be memorialized in the name of Robert Bitzke.

All normal costs to maintain this property would be paid for by the Forestry Department such as: Fencing, surveying costs, etc..

The Forestry, Recreation, Zoning and Planning Committee asks your serious consideration on this proposal and feel the citizens of Marathon County will be the benefactors.

Sincerely,

LYNN NIMZ, CHAIRPERSON  
FORESTRY, RECREATION, ZONING  
AND PLANNING COMMITTEE

LN/jb





230

WHEREAS, Robert Bitzke, deceased, was a public spirited individual who lived in the Township of Easton, and

WHEREAS, Mr. Bitzke also appreciated the care given to his relative for many years by Marathon County and wanted to show his appreciation, and

WHEREAS, Mr. Bitzke donated eighty acres of farm and forested lands together with other assets amounting to \$6,000 to Marathon County, Department of Social Services, to be used for public benefit, and

WHEREAS, the Department of Social Services has met with the Park and Forestry Departments and have determined that the best use for this land is for improvements at the Dells of the Eau Claire County Park and to block in the lands of the County Forests, and

WHEREAS, appropriate acknowledgment and identification of improvements will be made by Marathon County, and

THEREFORE BE IT RESOLVED by the Marathon County Board of Supervisors to accept these recommendations that the following described parcel of land in Marathon County: The South one-half (S $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Twenty - Six (26) Township Twenty - Nine (29) North, Range Nine (9) East, to be used to improve blocking on the County Forest, and

BE IT FURTHER RESOLVED that the twelve thousand (\$12,000) dollars of the Forestry Department funds now deposited in the Sale of Land and Forest Products Account ((26000007) be designated for the purchase of park lands at the Dells of the Eau Claire County Park, and

BE IT FURTHER RESOLVED that any additional accumulated funds from the estate be also deposited in the Sale of Land and Forest Products Account (26000007) to be designated for the same purpose.

Dated: February 26, 1980

DEPARTMENT OF SOCIAL SERVICES

Edward F. Fenhaus

Alfred L. Joswiak

Norman Walters

Art Fenske

Anthony R. Sherfinski

Daniel Bohman

FORESTRY COMMITTEE

Lynn M. Nimz

Jaqueline Turk

Eugene Howe

Bernard Kroening

PARK COMMISSION

Gordon S. Gunderson

Charles Scholfield

Frederick E. Werner

John vonGnechten

F. Marth

Arnold Austin

Stanley Grzadzielewski

Fiscal Impact: Revenue to Marathon County.

Moved by Supervisor Fenhaus, seconded by Supervisor Joswiak to adopt the resolution. Richard Delap, Director of Social Services stated that Mr. Bitzke had willed the property to Marathon County. A roll call vote was taken.

AYES: Anklam, Bohman, Fenhaus, Flynn, Golembiewski, Greiner, Grzadzielewski, Gunderson, Hansen, Heiser, Johnson, Joswiak, Kleinschmidt, Kohlbeck, Kort, Kroening, Kufahl, Loskot, MacDonald, Machmueller, Mayer, McClain, Nimz, Ohlinger, Osswald, Otto, Robinson, Sherfinski, Straub, Turk, vonGnechten, Walkowski, Walters, Werner, Wiley, Zell, Zinkowich

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

1. LICENSEE DRAFTING THIS OFFER ON April 20, 2021 (DATE) IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 The Buyer, Kay Ray LLC

4 offers to purchase the Property known as 018-2909-261-0996, SENE, Section 26, T29N – R9E and

5 018-2909-261-0997, SWNE, Section 26, T29N – R9E

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 Easton

8 County of Marathon Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is See Addendum "A" 2.C.

10 \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

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

13  
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

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

18  
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented  
20 and will continue to be owned by the lessor.**

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 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 May 1, 2021

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

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

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

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

36 **CLOSING** This transaction is to be closed on No later than July 30, 2021

37  
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ 1,000.00 accompanies this Offer.

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

47 ■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically  
48 or personally delivered within 5 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 Marathon County, a municipal body corporate, seller) ~~STRIKE THOSE NOT APPLICABLE~~

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

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

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

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

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

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
96 Seller's Vacant Land Disclosure Report dated 4-15-2021, which was received by Buyer prior to Buyer  
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
98 and N/A

99 \_\_\_\_\_  
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
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: Private land ownership  
252 \_\_\_\_\_  
253 \_\_\_\_\_

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

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

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

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

266  **ALL THAT APPLY:**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding  
267 tank;  other: 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.

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 \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's)  **STRIKE ONE**  
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: N/A

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

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

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

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

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

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

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

320  **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 N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial

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

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

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

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

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

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

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

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

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

381 (1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ 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 See description of property owned by Seller given in exchange to Buyer described in Addendum "A".2.C.  
437 no later than July 30, 2021 (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

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

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

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

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

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

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

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

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

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

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

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

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

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

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

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

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

478  Seller's property given in exchange to Buyer is not subject to real estate taxes \_\_\_\_\_

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 \_\_\_\_\_ 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"

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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  
667 688-683.

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: Tom Lovlien, Marathon County Forest Administrator

671 Name of Buyer's recipient for delivery, if any: Alan McGowan

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: 212 River Drive, Suite 2, Wausau, WI 54403

680 Address for Buyer: 232240 Thornapple Creek Road, Aniwa WI 54408

681  (4) 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] Marathon County Corporation Counsel, Scott Corbett

688 \_\_\_\_\_

689 (x) Alan McGowan ALAN MCGOWAN 4-24-21  
690 Buyer's Signature ▲ Print Name Here ► Alan McGowan Date ▲

691 (x) Karla McGowan KARLA MCGOWAN 4-24-21  
692 Buyer's Signature ▲ Print Name Here ► Karla McGowan 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) Jamie Polley JAMIE POLLEY 4/23/21  
698 Seller's Signature ▲ Print Name Here ► Jamie Polley, PRF Director 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 ▲

Buyer: Kay Ray LLC  
Seller: County  
Addendum A

1. Contingencies:

- A. This offer is contingent upon Buyer's actual receipt of a completed Vacant Land Disclosure Report. Buyer reserves the right to terminate this vacant land offer to purchase due to any conditions disclosed in the report not acceptable to Buyer.
- B. Seller agrees to pay fee for warranty deed.
- C. Seller agrees to pay for title insurance.
- D. Seller agrees to pay Wisconsin real estate transfer fee.
- E. Buyer shall pay recording fees.
- F. There is no financing contingency.

2. Additional Terms:

- A. Seller warrants all timber present on the property at the time of this offer will remain on the property through the date of closing.
- B. There is \$1,000.00 earnest money involved in this transaction.
- C. Purchase Price:  
\$100,000.00 plus exchange of property owned by Kay Ray LLC given to County consisting of approximately 40 acres and valued at \$111,200.00, described as follows: NENE all in Section (20) Township (30) North, Range (10) East, Town of Harrison, County of Marathon, State of Wisconsin. Pin #038-3010-201-0999.

3. GRATUITIES AND KICKBACK

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.

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

1. LICENSEE DRAFTING THIS OFFER ON April 20, 2021 (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 038-3010-201-0999, NENE, Section 20, T30N – R10E

5. \_\_\_\_\_

6. [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7. attach as an addendum per line 686] in the Town of Harrison

8. County of Marathon Wisconsin, on the following terms:

9. **PURCHASE PRICE** The purchase price is See Addendum "A" 2.C.

10. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

11. **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12. stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A

13. \_\_\_\_\_

14. **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included 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 lines 12-13) and the following: N/A

17. \_\_\_\_\_

19. **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented 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 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations 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 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 on or before May 1, 2021

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

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

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

34. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term 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 July 30, 2021

37. \_\_\_\_\_

38. at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, 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 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money 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 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 \_\_\_\_\_) **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 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.**

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

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

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

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
 96 Seller's Vacant Land Disclosure Report dated 4-15-2021, which was received by Buyer prior to Buyer  
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
 98 and N/A

99 \_\_\_\_\_  
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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



- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
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: Enrolling property into Wisconsin County Forest  
252 Land Program

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.

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 \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's)  **STRIKE ONE**  
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: N/A

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

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

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

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

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

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

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

320  **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 N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.  
 379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ 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 BUYERS PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
436 Buyer's property located at See description of property owned by Seller given in exchange to buyer described in Addendum "A" 2.C.  
437 no later than July 30, 2021 (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

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

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of \_\_\_\_\_
- 447 \_\_\_\_\_ (name other contingencies, if any); and
- 448 (3) Any of the following checked below:

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

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

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

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

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

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

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

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.  
471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

- 472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE  
474 APPLIES IF NO BOX IS CHECKED.
- 475  Current assessment times current mill rate (current means as of the date of closing).
- 476  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
- 478  \_\_\_\_\_

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

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

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

#### 488 **TITLE EVIDENCE**

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

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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  
667 688-683.

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: Kay Ray LLC, Alan McGowan

671 Name of Buyer's recipient for delivery, if any: Tom Lovlien, Marathon County Forest Administrator

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: 232240 Thornapple Creek Road, Aniwa WI 54408

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

681  (4) 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] Marathon County Corporation Counsel, Scott Corbett

688 \_\_\_\_\_

689 (x) Jamie Polley Jamie Polley 4/23/21  
690 Buyer's Signature ▲ Print Name Here ► Jamie Polley, PRF Director 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) Alan McGowan ALAN MCGOWAN 4-24-21  
698 Seller's Signature ▲ Print Name Here ► Alan McGowan Date ▲

699 (x) Karla McGowan KARLA MCGOWAN 4-24-21  
700 Seller's Signature ▲ Print Name Here ► Karla McGowan 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 ▲

Buyer: County  
Seller: Kay Ray LLC  
Addendum A

1. Contingencies:

- A. This Agreement is contingent upon approval of this purchase, under the terms herein provided, by the Forestry/Recreation Committee, Environmental Resources Committee, Human Resources, Finance and Property Committee, and by the Board of Supervisors of the County of Marathon by specific resolution.
- B. This offer is contingent upon Buyer's actual receipt of a completed Vacant Land Disclosure Report. Buyer reserves the right to terminate this vacant land offer to purchase due to any conditions disclosed in the report not acceptable to Buyer.
- C. Seller agrees to pay fee for warranty deed.
- D. Seller agrees to pay for title insurance.
- E. Seller agrees to pay Wisconsin real estate transfer fee.
- F. Buyer shall pay recording fees.
- G. 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. Seller warrants all timber present on the property at the time of this offer will remain on the property through the date of closing.
- C. Purchase Price: \$1.00 plus exchange of property owned by County given to Kay Ray LLC consisting of approximately 80 acres and valued at \$256,000.00, described as follows: SENE and SWNE all in Section (26), Township (29) North, Range (9) East, Town of Easton, County of Marathon, State of Wisconsin. Pin #018-2909-261-0996 and #018-2909-261-0997.
- D. There is no earnest money involved in this transaction.

3. GRATUITIES AND KICKBACK

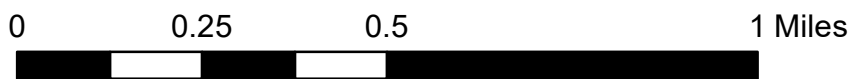
It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with 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.

# Exhibit B

## Land Exchange For County Forest Acquisition

### Town of Easton



## LAND EXCHANGE SUMMARY

In 1967 after the passing of Mr. Robert Bitzke his last will and testament gifted 80 acres of land in the Town of Easton to the Marathon County Public Welfare Department now known as the Marathon County Social Services Department. Minutes from the Forestry, Recreation, Zoning and Planning Committee in 1978–79 indicate that the Social Services Director asked that a proposal be developed to transfer the land to the Forestry Department. A resolution by the Marathon County Board of Supervisors on February 26, 1980 was adopted transferring the gift of land and \$6,000.00 for improvements at the Dells of the Eau Claire County Park. The land then would be used for trading lands within the County forest Boundaries. Approximately 28 acres has been under a farm lease over the past 40 years but in 2020 the farmer asked to terminate the lease. Since 1980 this 80 acre parcel of land has been held in County ownership for an opportunity just as this.

Recently, Al McGowan of Kay Ray LLC approached the County about a potential trade of this 80 acres for 40 acres in the Town of Harrison bordered on 4-sides of County forest. Appraisals were completed on both properties, negotiations commenced and a Vacant Land Offer to Purchase was agreed by both parties where the trade of lands occur. In addition, \$100,000.00 would be paid to Marathon County for the additional value between the Counties 80 acres and Kay Ray LLC 40 acres. The Committee's are recommending that the exchange of lands be considered and approved by the Marathon County Board of Supervisors under the terms and conditions of the Vacant Land Offers to Purchase, addendums and resolution.

## RESOLUTION NO. R - - 21

### COUNTY LAND EXCHANGE IN THE TOWNS OF EASTON AND HARRISON

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends approving a land exchange between Kay Ray LLC and Marathon County; and;

WHEREAS, Kay Ray LLC owns 40 acres of property described as follows: NENE, Section 20, T30N-R10E, Town of Harrison, Marathon County, Wisconsin, for all purposes, including those of assessment, taxation, devise, decent, and conveyance as described in Section 706.01(4) of the Wisconsin Statutes; and (Exhibit A)

WHEREAS, Kay Ray LLC would like to exchange said property for 80 acres of Marathon County owned land located in: S 1/2 of NE 1/4, Section 26, T29N-R9E, Town of Easton, Marathon County, Wisconsin, for all purposes, including those of assessment, taxation, devise, decent, and conveyance as described in Section 706.01(4) of the Wisconsin Statutes; and (Exhibit B)

WHEREAS, Marathon County and Kay Ray LLC have accepted the exchange of lands under the terms of the attached Vacant Land Offer to Purchase Agreements; and

WHEREAS, this exchange will meet the objectives of the Marathon County Forest Comprehensive Land Use 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 exchange 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, the County Board has the authority to acquire said property as well as sell or convey said property under terms determined by the Board for the purpose of establishing County Forest land pursuant to SS 59.52(6) and 28.10, Stats; and;

WHEREAS, acquisition of this property would perpetually provide forest products to our local economy, revenues to the County, outdoor recreation opportunities to the public, and improve property administration on the County Forest; and;

WHEREAS, the leadership of the Towns of Harrison and Easton support the land exchange;

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

1. To authorize the exchange of the Kay Ray LLC and Marathon County properties in accordance with the terms and conditions of the Vacant Land Offer to Purchase Agreements; and;
2. Direct the property acquired from Kay Ray LLC be entered under Wis. Stats. 28.11 and be

designated as regular County forest lands;

3. Deposit \$100,000.00 from Kay Ray LLC into the Forestry Segregated Land Purchase Account #153-778-8311 Sale of Land to be designated for future County forest land purchases;
4. 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 25th day of May, 2021.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
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ENVIRONMENTAL RESOURCES COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FORESTRY/RECREATION COMMITTEE

\_\_\_\_\_

Fiscal Impact Estimate: Closing costs of approximately \$1500.00 from the Forestry Segregated Land Purchase Account. Revenue of \$100,000.00 to the Forestry Segregated Land Purchase Account.