



CITY OF MENOMONIE
COUNCIL MEETING
CITY COUNCIL CHAMBERS

7:00 PM

Monday – October 21, 2024



City of Menomonie
800 Wilson Ave
1st Floor

AGENDA

Pledge of Allegiance

1. Roll Call & Special Recognitions

2. Approval of Minutes

3. Public Hearings

- a. Public Hearing regarding proposed Ordinance 2024-15, an Ordinance Repealing Section 10-3-1-C of the City Code to eliminate protests against zoning amendments.

4. Public Comments

5. Unfinished Business

- a. Proposed Ordinance 2024-15, an Ordinance Repealing Section 10-3-1-C of the City Code to eliminate protests against zoning amendments – discussion, possible waiver of the first reading, possible waiver of the second reading, and possible adoption.

6. New Business

- a. Award Phelan Park Playground Equipment Contract – discussion and possible action.
- b. Award Christmas Miracle Shed Contract – discussion and possible action
- c. Proposed Offer to Purchase from Habitat for Humanity for Lots 5 & 6 of CSM 4925 on Brickyard Road – discussion and possible action.
- d. Proposed Offer to Purchase from Habitat for Humanity for Lots 3 & 4 of CSM 4923 on Brickyard Road – discussion and possible action.
- e. Proposed 2025 Dunn County Humane Society Contract – Discussion and possible action.
- f. Review of 2025 Budget – discussion only (no action).

7. Budget Transfers

8. Mayor's Report

9. Communications and Miscellaneous Business

- a. Next meeting date **WEDNESDAY**, November 6, 2024 at 7:00 pm
- b. Following meeting date **WEDNESDAY**, November 20, 2024 at 7:00 pm

10. Claims

11. Licenses

- a. Application for Class "A" Beer License from 314 Gas, Inc. (2020 Broadway Street South).
- b. Application for "Class A" Liquor (Cider Only) from 314 Gas, Inc. (2020 Broadway Street South).
- c. Normal license list – discussion and possible action.

12. Closed

- a. Motion to convene in closed session under Wisconsin Statutes 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - i. Discuss/consider potential Land Sale and Price on 59th Street NE.

13. Return to Open Session

- a. Motion to reconvene in open session under Wisconsin Statutes 19.85(2).
- b. City may take action on items under discussion in closed session and/or report action taken in closed session, if any.
 - i. Discuss/consider potential Land Sale and Price on 59th Street NE.

14. Adjourn

"PUBLIC ACCESS"

NOTE: Members of the public may continue to view City Council meetings via Zoom Teleconference /Video Conference or, over the internet by going to <https://zoom.us/join> (URL for Zoom meeting), or by calling 1 312 626 6799. The Access Code for the meeting is **874 5756 6697**. Please note: this is for viewing purposes **ONLY**. If you wish to participate, you must appear in person at the meeting.

NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities. For additional information or to request the service, contact the City Clerk or the City Administrator at 232-2221.

City Council Agenda

Staff Comments

Monday – October 21, 2024



3. Public Hearings

- A. A public hearing will be held regarding Proposed Ordinance 2024-15 which would repeal Section 10-3-1-C of the City Code to eliminate protests against zoning amendments.

5. Unfinished Business

- A. Under the City's current Zoning Code, in section 10-3-1-C, there is a procedure for owners or adjacent owners to protest zoning amendments and force a supermajority (3/4ths) vote. In 2023, state law was amended to require zoning amendments be approved by a simple majority (except in the case of "down-zoning"). As such, Section 10-3-1-C is unenforceable as written. The City Attorney will be available to answer questions. If the City Council concurs, the appropriate motions would be:
- Waive the first reading of Ordinance 2024-15, an ordinance repealing Section 10-3-1-C** (simple majority).
 - Waive the second reading of Ordinance 2024-15, an ordinance repealing Section 10-3-1-C** (simple majority).
 - Approve Ordinance 2024-15, an ordinance repealing Section 10-3-1-C** (simple majority).

6. New Business

- A. City Staff, with assistance from the Recreation Advisory Board, solicited proposals for new playground equipment at Phelan Park. The City Council allocated approximately \$300,000 for this project. Three (3) proposals were received and a scoring matrix was used to compare them. The Recreation Advisory Board reviewed the proposals and recommended acceptance of the proposal from Northland Recreation. The Director of Public Works and Recreation Director will be available to answer questions. If the City Council concurs, the appropriate motion would be **Award the Phelan Park Playground Equipment Contract to Northland Recreation at a cost of \$298,929.14** (Roll Call Vote).

- B. City Staff solicited proposals for a 16-foot by 30-foot shed at Christmas Miracle. Two (2) proposals were received, one of which was rejected as unresponsive. The only remaining proposal exceeded the budget allocation. City Staff is recommending rejection of all bids. The Director of Public Works will be available to answer questions. If the City Council concurs, the appropriate motion would be **Reject all bids for the Christmas Miracle Shed** (simple majority).
- C. Habitat for Humanity did not close on the second lot pair within the originally approved deadline of December 31, 2023. Habitat for Humanity now proposes to purchase Lots 5 and 6 of CSM 4925 on Brickyard Road by November 22, 2024 at a cost of \$10,000. If the City council concurs, the appropriate motion would be **Approve the Offer To Purchase from Habitat for Humanity for Lots 5 and 6 of CSM 4925 with a deadline of November 22, 2024** (simple majority).
- D. Habitat for Humanity did not close on the third lot pair within the originally approved deadline of June 30, 2024. Habitat for Humanity now proposes to purchase Lots 3 and 4 of CSM 4923 on Brickyard Road by December 20, 2024 at a cost of \$10,000. If the City council concurs, the appropriate motion would be **Approve the Offer To Purchase from Habitat for Humanity for Lots 3 and 4 of CSM 4923 with a deadline of December 20, 2024** (simple majority).
- E. The City of Menomonie is required to provide animal control services. The City annually enters into an agreement with the Dunn County Humane Society to house strays and provide other animal-related services. If the Council supports the contract the appropriate motion would be to **Approve the Dunn County Humane Society and the City of Menomonie Municipality Contract for 2025 for the calendar year 2025.** (roll call vote)
- F. The draft 2025 budget will be distributed to the Council on the evening of the meeting on October 21, 2024. City Administration is in an ongoing process of acquiring numbers from the State of Wisconsin. (no action to be taken)

7. Budget Transfers

The Budget Transfers are enclosed in the packet. If the City Council supports the budget transfers, the appropriate motion would be to **Approve the budget transfers, as presented** (roll call vote).

If any additional budget transfers are identified, a revised list will be distributed before the meeting. In that case, the appropriate motion would be to **Approve the revised budget transfers, as presented** (roll call vote).

9. Communications

- A. Next meeting date will be **WEDNESDAY** November 6, 2024 at 7:00pm.
- B. Following meeting date will be **WEDNESDAY** November 20, 2024 at 7:00pm.

10. Claims

The Claims list is enclosed in the packet. If the City Council supports paying the claims, the appropriate motion would be to **Approve the claims list, as presented** (roll call vote).

If any additional claims are identified, a revised list will be distributed before the meeting. In that case, the appropriate motion would be to **Approve the revised claims list, as presented** (roll call vote).

11. Licenses

- A. 314 Gas, Inc. has requested a Class "A" Beer license for 2020 Broadway Street South. The existing license holder, Northern Tier Retail, LLC, has submitted a request to surrender their existing license contingent upon approval of this license. It is anticipated that 314 Gas, Inc. representatives will be at the meeting to answer City Council questions related to the enclosed license application. If the City Council Concurs, the appropriate notion would be **Approve the issuance of a Class "A" Beer License to 314 Gas, Inc. located at 2020 Broadway Street South** (simple majority).
- B. 314 Gas, Inc. has requested a "Class A" Liquor (Cider Only) license for 2020 Broadway Street South. The existing license holder, Northern Tier Retail, LLC, has submitted a request to surrender their existing license contingent upon approval of this license. It is anticipated that 314 Gas, Inc. representatives will be at the meeting to answer City Council questions related to the enclosed license application. If the City Council Concurs, the appropriate notion would be **Approve the issuance of a "Class A" Liquor (Cider Only) License to 314 Gas, Inc. located at 2020 Broadway Street South** (simple majority).
- C. The normal license list is enclosed in the packet. If the City Council concurs, the appropriate motion would be to **Approve the normal license list, as presented** (simple majority).

A revised list will be distributed before the meeting if any additional normal licenses are identified. In that case, the appropriate motion would be to **Approve the revised normal license list, as presented** (simple majority).

OFFICIAL COUNCIL PROCEEDINGS

A regular meeting of the City Council of the City of Menomonie, Dunn County, Wisconsin, was held in open session on October 7, 2024, and called to order by Mayor Knaack at 7:00 p.m. in the City Council Chambers. The following members were present: Luther, Crowe, Yonko, Sutherland, McCullough, Schwebs, Gentz, Schlough, Erdman, and Sommerfeld. Solberg was absent.

SPECIAL RECOGNITION – The Mayor announced two proclamations: October 6-12, 2024 is declared Fire Prevention Week and October 15, 2024 is recognized as White Cane Safety Day.

MOTION made by Erdman, seconded by Schlough, and carried unanimously to approve the minutes of the September 16, 2024 council meeting.

PUBLIC HEARING – None

PUBLIC COMMENTS – Ron Larson thanked Mayor, Public Works, and alderperson Luther for their work on implementing ATV routes throughout the City.

MOTION to approve the proposed agreement between the City of Menomonie and the IAFF Local 1697 Firefighters for January 1, 2025, through December 31, 2026 was made by Crowe, seconded by Gentz, and carried unanimously.

NO ACTION was taken on the 2024 Wakanda Waterpark Season presentation by Mitch Stai.

MOTION to suspend the rules made by Erdman, seconded by Schlough, and carried unanimously to allow Melissa Kneeland to present to council. NO ACTION was taken on the NASA Moon Tree award presentation by Melissa Kneeland.

MOTION was made by Erdman, seconded by McCullough, and carried unanimously to approve the Mayoral appointments of Dr. Richard Nagler to the Menomonie Public Library Board and Tammy Simon to the Recreational Advisory Board.

BUDGET TRANSFERS – MOTION to approve the three budget transfers as presented was made by McCullough, seconded by Gentz, and carried unanimously on roll call vote.

COMMUNICATIONS AND MISCELLANEOUS BUSINESS – City Administration and City Staff shared the following updates on projects and events:

- 133rd Old Settlers Gathering at the Moose Lodge
- Amazing crowd for the High School Homecoming with Homegrown Tomatoes performing.
- Currently, there's a lot of work being done at the pool, Bongey Drive has been reconditioned.
- The subsidy requests will be reviewed on October 21st at a special council meeting at 6pm.
- The 2025 operational budget will be presented during the regular council meeting on October 21st.

- City Council meeting that would usually be scheduled for November 4 will move to November 6.

CLAIMS - MOTION was made by Erdman, seconded by Crowe, and carried unanimously on roll call vote to approve payment of the following claims:

October 7, 2024 Claims

Amazon	\$21.03
Bayside Printing	\$232.55
City Treasurer	\$30,435.78
EO Johnson	\$227.54
Fastenal	\$107.02
G FI	\$151.13
Manpower	\$1,517.63
Menomonie Hardware	\$24.76
Monarch	\$1,933.17
Northern Lake Service	\$149.90
Northtown Ford	\$419.45
Paragon Development Systems	\$12,066.00
Primadate	\$2,136.35
Public Service Commission Of Wisconsin	\$2,715.07
Staples	\$79.58
Sterling Water	\$523.90
United States Postal Service	\$19.32
Viking Electric	\$689.00
Viking Electric	\$63.08
Weld Riley	\$3,078.50
Wisconsin Pump Works	\$2,367.33
Total	\$58,958.09

2024 Parking Utility Claims

Auto Value	\$40.17
City Treasurer	\$1,998.43
IPS	\$2,143.88
Menomonie Hardware	\$5.18
United States Postal Service	\$2.07
Parking Total	\$4,189.73

MOTION was made by McCullough, seconded by Schlough, and carried unanimously to approve the following licenses:

LICENSES – October 7, 2024

LICENSE YEAR – 2024-2025

TEMPORARY CLASS “B” BEER & “CLASS B” WINE LICENSE:

Menomonie Public Library Foundation – 600 Wolske Bay Road

Menomonie Public Library Foundation Annual Donor Appreciation Event, 11/09/2024

MOBILE FOOD ESTABLISHMENT:

Nichols Nibbles – 206 Chestnut St, Knapp, WI 54749

Tasty Trolley Food Truck – 1830 17th Ave, Bloomer, WI 54724

TOBACCO:

314 Gas Inc., dba Freedom Menomonie (Speedway) – 2020 S. Broadway

MOTION to adjourn was made by Gentz, seconded by Schlough, and carried unanimously.

Kate Martin, City Clerk



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Proposed Ordinance 2024-15 Repealing Section 10-3-1-C
DATE: September 16, 2024 City Council Meeting

Under the City's current Zoning Code, in section 10-3-1-C, there is a procedure for owners or adjacent owners to protest zoning amendments and force a supermajority (3/4ths) vote.

In 2023, Wis. Stats. 66.10015(3)(a) was amended to require zoning amendments be approved by a simple majority (except in the case of "down-zoning" such as Industrial to Residential). As such, Section 10-3-1-C is unenforceable as written.

City Council introduced proposed Ordinance 2024-15 on September 16. Plan Commission reviewed and recommended approval of proposed Ordinance 2024-15 on September 23.

A public hearing will be held this evening to gather public input.

If, after hearing from the public, the City Council concurs with proposed Ordinance 2024-15, the appropriate motions would be:

- ***Waive the first reading of Ordinance 2024-15, an ordinance repealing Section 10-3-1-C*** (simple majority).
- ***Waive the second reading of Ordinance 2024-15, an ordinance repealing Section 10-3-1-C*** (simple majority).
- ***Approve Ordinance 2024-15, an ordinance repealing Section 10-3-1-C*** (simple majority).

Attachments:

- Public Hearing Notice
- League of Wisconsin Municipalities FAQ #5
- Existing Section 10-3-1-C
- Proposed Ordinance 2024-15

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Menomonie will hold a public hearing in the Council Chambers of City Hall on the first floor of 800 Wilson Ave. in the City of Menomonie at 7:00 p.m. on Monday, October 21, 2024, which hearing shall be on the following proposed change in the Zoning Ordinance:

Section 1. Section 10-3-1 C. of the City Code is hereby repealed in its entirety.

Dated: September 25, 2024

Published: October 2, 2024
October 9, 2024

Kate Martin, City Clerk



Zoning FAQ 5

May a municipality adopt or enforce an existing zoning ordinance that allows property owners affected by a proposed rezone to file a protest petition triggering an extraordinary vote requirement to pass the zoning change?

No. 2017 Wis. Act 243 repealed Wis. Stat. § 62.23(7)(d)2m.a, which required a three-fourths vote by the governing body to approve a proposed zoning amendment when a protest petition was filed. Although the statutory protest petition was eliminated, the League opined, at that time, that municipalities could still enact, or leave intact, local ordinances that established a protest petition process like the former Wis. Stat. § 62.23(7)(d)2m.a., because nothing in the law prohibited such ordinances.

However, 2023 Wis. Act 16 created Wis. Stat. § 66.10015(3)(a), which provides that a zoning amendment only requires approval by a simple majority of a quorum of the members-elect. However, a two-thirds vote may still be required for a down zoning ordinance pursuant to Wis. Stat. § 66.10015(3)(b) and for a zoning amendment when an airport protest petition is brought pursuant to Wis. Stat. § 62.23(7)(d)2m.

This new provision does not take effect until January 1, 2025. This delayed effective date is intended to give municipalities time to update any local ordinances that require a now-prohibited super-majority vote for proposed zoning amendments.

(rev. 8/23)

10-3-1: CHANGES AND AMENDMENTS:

A. Notice Of Hearing On Amendments: The common council may from time to time, on its own motion or upon petition, establish or amend the district boundaries of a zoning district or zoning regulations in this title. The clerk shall give notice of such establishment or amendment as follows:

1. Class 2 publication pursuant to chapter 985, Wisconsin statutes; and
2. In the event of the establishment or amendment of district boundaries, notice of the public hearing therefor shall be preceded by notice delivered by first class mail to the owners of record of all properties within the district boundaries to be established or amended (except those persons who have requested the establishment or amendment) as well as all owners of record of property lying within a distance of three hundred fifty feet (350') of the property sought to be zoned or rezoned. Such notice shall be sent to such address as is reflected on the records of the assessor for the city. Such notice shall be mailed at least ten (10) days prior to the date of the public hearing. Notification by mail shall consist of a copy of the legally required publication document as well as a map showing the location and current zoning of the subject property as well as all other properties located within three hundred fifty feet (350') of the area to be zoned or rezoned. Additional information may be included at the discretion of the city.

B. Petition; Fee: Any petition to establish or amend the district boundaries of any zoning district shall be accompanied by a nonrefundable fee of two hundred fifty dollars (\$250.00) unless the owner applicant is the city.

C. Protest Against Amendment: In case of a protest against an amendment proposed under one duly signed and acknowledged by the owners of twenty percent (20%) or more either of the areas of the land included in such proposed amendment, or by the owners of twenty percent (20%) or more of the area of the land immediately adjacent extending one hundred feet (100') therefrom, or by the owners of twenty percent (20%) or more of the land directly opposite thereto extending one hundred feet (100') from the street frontage of such opposite land, such amendment shall not become effective except by the favorable vote of three-fourths (3/4) of the members of the common council voting on the proposed change. (1975 Code Ch. 18 § XVI)

ORDINANCE 2024-15 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2024.

An ordinance repealing Section I0-3-1 C. of the City Code.

THE COMMON COUNCIL OF THE CITY OF MENOMONIE DO ORDAIN AS FOLLOWS:

Section 1. Section I0-3-1 C. of the City Code is hereby repealed in its entirety.

Section 2. This ordinance shall take effect upon the date of publication as provided in Section 62.11(4)(a), Wisconsin Statutes.

INTRODUCED _____ APPROVED THIS _____ DAY

FIRST READING _____ OF _____, 2024

SECOND READING _____

MAYOR, RANDY KNAACK

PASSED _____

PUBLISHED _____ SUBMITTED BY:

ATTEST _____

CITY CLERK, CATHERINE MARTIN ALDERPERSON



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Phelan Park Playground Equipment
DATE: October 21, 2024 City Council Meeting

The City Council has allotted approximately \$300,000 from its American Recovery Plan Act State and Local Fiscal Recovery Fund ("ARPA") toward the replacement of the Phelan Park Playground Equipment (City Budget Line # 33.55410.854).

With assistance from the Recreation Advisory Board, City Staff prepared a Request For Proposals ("RFP"). The RFP was publicly noticed and sent to six (6) contractors. The City received three (3) proposals. All proposals were under the allotted budget (not including the safety surfacing). City Staff reviewed the proposals and summarized them in the attached scoring matrix. Northland Recreation scored the highest, with 90.6 out of a possible 100 points. Lee Recreation scored second, with 79 points. Boland Recreation scored the lowest, with 74.1 points.

Incidentally, the "Fun" category was voted on by students from Oaklawn, River Heights and Wakanda Elementary Schools. City Staff presented the proposals during the Parent Teacher Conferences on October 10 and received 363 votes from students.

On October 14, the Recreation Advisory Board reviewed all three proposals and the scoring matrix and recommended acceptance of the proposal from Northland Recreation. If City Council concurs, the appropriate motion would be ***Award the Phelan Park Playground Equipment Contract to Northland Recreation at a cost of \$298,929.14*** (roll call vote).

City Staff plans to continue to search for additional funds for the safety surfacing alternate bid. Wood chips will be used until or unless additional funds are identified.

Attachments:

- Scoring Matrix
- Northland Recreation Proposal
- Lee Recreation Proposal Excerpt
- Boland Recreation Proposal Excerpt

Proposal Tabulation and Review

**Phelan Park Playground Equipment Proposal Review
Menomonie, WI**

October 9, 2024

Contractor		Northland Recreation	Lee Recreation	Boland Recreation
Location		Woodbury, MN	Cambridge, WI	Tomah, WI
Product		Little Tikes	Burke	Miracle
Experience Up to 20 Points	Five Municipal Projects? Yes = 20, No = 0	Yes 20.0	Yes 20.0	Yes 20.0
Accessibility Up to 20 Points	Accessible Elevated Walkways (SF)	300	148	333
	Total Elevated Walkways (SF)	507	268	553
	% Accessible (Accessible / Total) X 20	59.2% 11.8	55.2% 11.0	60.2% 12.0
Exciting (Slides) Up to 10 Points	Total Slide Length (LF)	102	80.9	72
	Maximum Slide Length (LF)	102.0	102.0	102.0
	% of Maximum	100.0%	79.3%	70.6%
	% of Maximum X 10	10.0	7.9	7.1
Exciting (Height) Up to 10 Points	Height (VF)	14	16	8
	Maximum Height (VF)	16	16	16
	% of Maximum	87.5%	100.0%	50.0%
	% of Maximum X 10	8.8	10.0	5.0
Fun Up to 10 Points	Focus Group Votes Highest = 10, All Others = 0	181 10.0	143 0.0	39 0.0
Warranty Up to 10 Points	Meets Requirements? Yes = 10, No = 0	Yes 10.0	Yes 10.0	Yes 10.0
Cost Up to 20 Points	Under \$300,000?	\$298,929.14	\$299,732.00	\$300,000.00
	Yes = 20, No = 0	20.0	20.0	20.0
Total Score Up to 100		90.6	79.0	74.1
Alternate Bid For Safety Surfacing	Safety Surfacing Cost	\$210,467.50	\$143,500.00	\$197,583.00
	Safety Surfacing Area (SF)	7211	5700	8720
	Safety Surfacing Cost per SF	\$29.19	\$25.18	\$22.66

Phelan Park – Opt1

City of Menomonie, WI

little tikes. COMMERCIAL

NR NORTHLAND
RECREATION



Phalen Park Cover Letter

We are pleased to submit our proposal for the Phalen Park Playground project in Menomonie, WI. As a leader in turn-key playground services with over 30 years of experience, Northland Recreation, LLC is dedicated to creating play environments that foster growth, connection, and joy for children of all abilities.

At Northland Recreation, we firmly believe in the developmental value of play. Play is essential for healthy child development and serves as a powerful tool for social, emotional, cognitive, and sensory growth. Our designs are crafted to be inclusive, encouraging participation from children of all ages and abilities, as well as nurturing the inner child in adults.

Our comprehensive approach ensures that every project we undertake reflects the unique needs and values of the community it serves. We collaborate closely with stakeholders to create safe, durable, and imaginative playgrounds that promote community engagement and foster a lifelong love for play.

We are excited about the opportunity to contribute to the enhancement of Phalen Park and are committed to delivering a playground that becomes a cherished space for families in Menomonie. Thank you for considering Northland Recreation, LLC as a partner in this important initiative. We look forward to the possibility of working together to create a vibrant and inclusive playground.

Addendum 1, dated 10/2/2024 was received and incorporated into our proposal.

Why Little Tikes COMMERCIAL?

At Little Tikes Commercial, we believe in the developmental value of play. We understand that play is necessary for healthy child development, and that's why our play structures are specifically designed to encourage the physical, social, emotional, cognitive and sensory development of children of all abilities. Our commitment to delivering fun, innovative play structures that promote value of outdoor play has been a focus of our designs for over 40 years.

Little Tikes Commercial strongly **believes play for children of all ages and abilities should include fewer limits.** It's why we are big advocates of inclusive and accessible playgrounds for meaningful play. Our playgrounds help children play and take part in a variety of truly inclusive activities.

Main Office and Manufacturing Facility:
878 US-60, Monett, MO 65708

Northland Recreation Office:
1310 Hwy 96E #105, St. Paul, MN 55110



GREAT PRODUCTS BEGIN WITH QUALITY MATERIALS.



Routed HDPE



Composite Polymer Resin



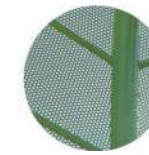
Natural Wood - Robinia



Printed Graphic Panels



Composite Wood



Perforated Steel



Hard Coated Foam



Welded Steel



Electronic & Solar Interactives



Precast Concrete



Glass Fiber Reinforced Concrete



Polyester-Wrapped, Steel-Reinforced Rope





River Bend Park
Grafton, WI
Installed 2023

Nashotah Park
Two Rivers, WI
Installed 2023



Village Forest Park
West Baraboo, WI
Installed 2023



Jefferson Park
Menasha, WI
Installed 2024

Voyageur Park
De Pere, WI
Installed 2022



Child Capacity: 181

General Notes:

Age Group
 1-5 yrs 6-12 yrs 13-17 yrs 18+ yrs

- The Americans with Disabilities Act (ADA) may require that equipment or path for play be designed for people who are disabled. If the ADA applies to you, contact your local ADA office for more information.
- For playground equipment to be considered accessible, accessible pathways must be added to applicable areas.
- Although a particular placement detail may not meet the proposed Access Board's regulations in regard to the appropriate number of ground level areas, the actual placement may be in compliance when considering all other play components.
- When the required clearances from top of ground exist, 24" of absorbent ground cover is required under and around all play equipment.
- The minimum recommended fall zone around the entire structure is 6 feet. The space to be free of all tripping or collision hazards (i.e. roots, rocks, hoses).
- When specific are identified by text showing the path lengths, i.e. 50 requires a 50' path.
- Not all equipment may be appropriate for all children. Supervision is required.

Child Capacity: 181

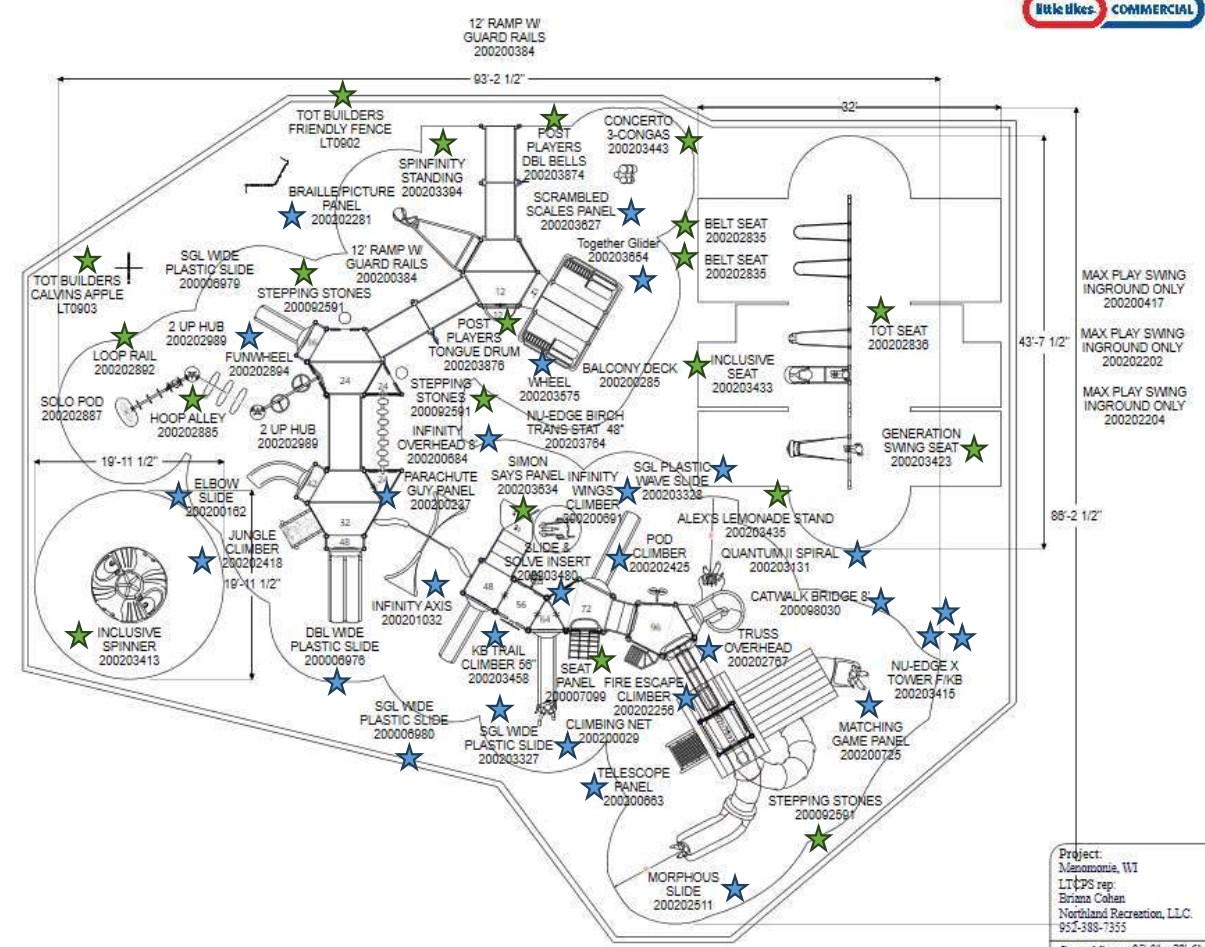
- ★ Ground Level Component
- ★ Elevated Component

P.C. – Play Component(s)

- Total Elevated Play Components: 30
- Total Elevated P.C. Accessible by Ramp: 12
- Total Elevated P.C. Accessibly by Transfer: 18
- Total Accessible Ground Level P.C.: 19
- Total Different Types of Ground Level P.C.: 5

- Required: 8
- Required: 15
- Required: 10
- Required: 4

- Total Square Footage of Elevated Walkable Surfaces: 507 sq ft
- Total Square Footage of Ramp Acc. Walkways: 300 sq ft
- Total Slide Length: 102 feet
- Maximum Height: 14' or 168"



Playground Layout Compliance:

- ASTM F1497 - Playground Equipment for Public Use
- CPSC Handbook for Public Playground Safety



LEED points for this structure
1

Project:
 Miamonia, WI
 LT/PS rep:
 Briana Cohen
 Northland Recreation, LLC.
 952-388-7355

Ground Space: 85'-0" x 78'-6"
Protective Area: 102'-6" x 86'-6"

Drawn by: Briana Cohen
Date: 10/6/2024
DWG Name: R0324_4555865903

LT/PS - Farmington
 878 East Highway 60
 Monett, Missouri, 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273











Spinfinity Standing

Ages 5-12

Once you start spinning you won't want to stop on this exciting structure! Kids can imagine they're being transported into a new universe, or just enjoy getting dizzy with friends.



Loop Rail Overhead Climber

A classic addition that develops upper body strength and coordination

Hoop Alley

Cross through or challenge yourself more by crossing on the exterior with foot and hand placements on the exterior of each hoop (highlighted) Gives the feeling of being in a tunnel or climbing without the lack of visibility or height.

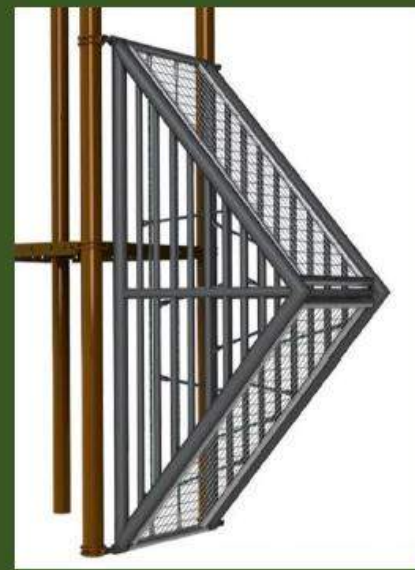
Fun Wheel Overhead Climber

Wheels tilt in all directions allowing kids to build their coordination, core and upper body strength in a fun, engaging way.



Inclusive Spinner Ages 2-12

Our Revolution Inclusive Spinner promotes an engaging and accessible playground environment for all children. Children can ride in a way that's most comfortable for them. There are chairs for those who want to sit while spinning, and there's plenty of room for other kids who want to stand up. Children using wheelchairs also have space to ride on the spinner, and there is even room for a caregiver to assist children with special needs.



Nu-Edge X Tower with Diamond Climbers
Ages 5-12

Reach new heights! With the top deck at 168", kids will feel on top of the world. Two enclosed Diamond Climbers with ropes lead up to the top deck in this physical puzzle! Two massive slides from 168" and 96" decks will keep them climbing back up for more.



Generation swings provide the perfect solution, giving adults and kids a fun and immersive means of interacting on the playground. These face-to-face parent-child swings promote family fun and connection, enabling kids and their caregivers to play and engage like never before.

Inclusive Swing
Ages 2-12

This swing seat provides extra support, safety features, and additional room so all children can enjoy the carefree fun of swinging at the playground.





Together Glider Ages 2-12



The Together Glider helps promote social development for children of all abilities by giving them an inclusive structure they can all enjoy. This glider is a fun, accessible playground structure that encourages inclusivity and unstructured play for every child at the playground.

The Little Tikes Commercial playground glider makes enough room for everyone to join the fun. With a 70-square-foot deck, 10 or more children can play on it together at a time. The Together Glider is even compatible with ramps and can easily become fully wheelchair accessible.



Axis Climber Ages 5-12

Challenge abounds with Infinity Axis— an organically shaped climber that allows young explorers to develop their physical skills. As kids cross from an Infinity Flex Climber to curved steel rungs in the center, they'll be able to build their strength, balance, and hand-eye coordination. Extensions on either side allow connection between two decks, making this an irresistibly unique bridge option.





This configuration of 3 colorful drums with differing diameters produces a delightful range of tones to experiment with. Constructed from ABS plastic, Congas are angled for anyone's use.



Play the notes to Twinkle Twinkle Little Star or create your own song with a friend! This panel's colorful design, musical chimes, and easy-to-use strikers are perfect to activate children's senses of sight and hearing.

Double Bells:
Move the ringer to the bell for a pleasant chime





Friendly Fence Ages 6mo-5yrs

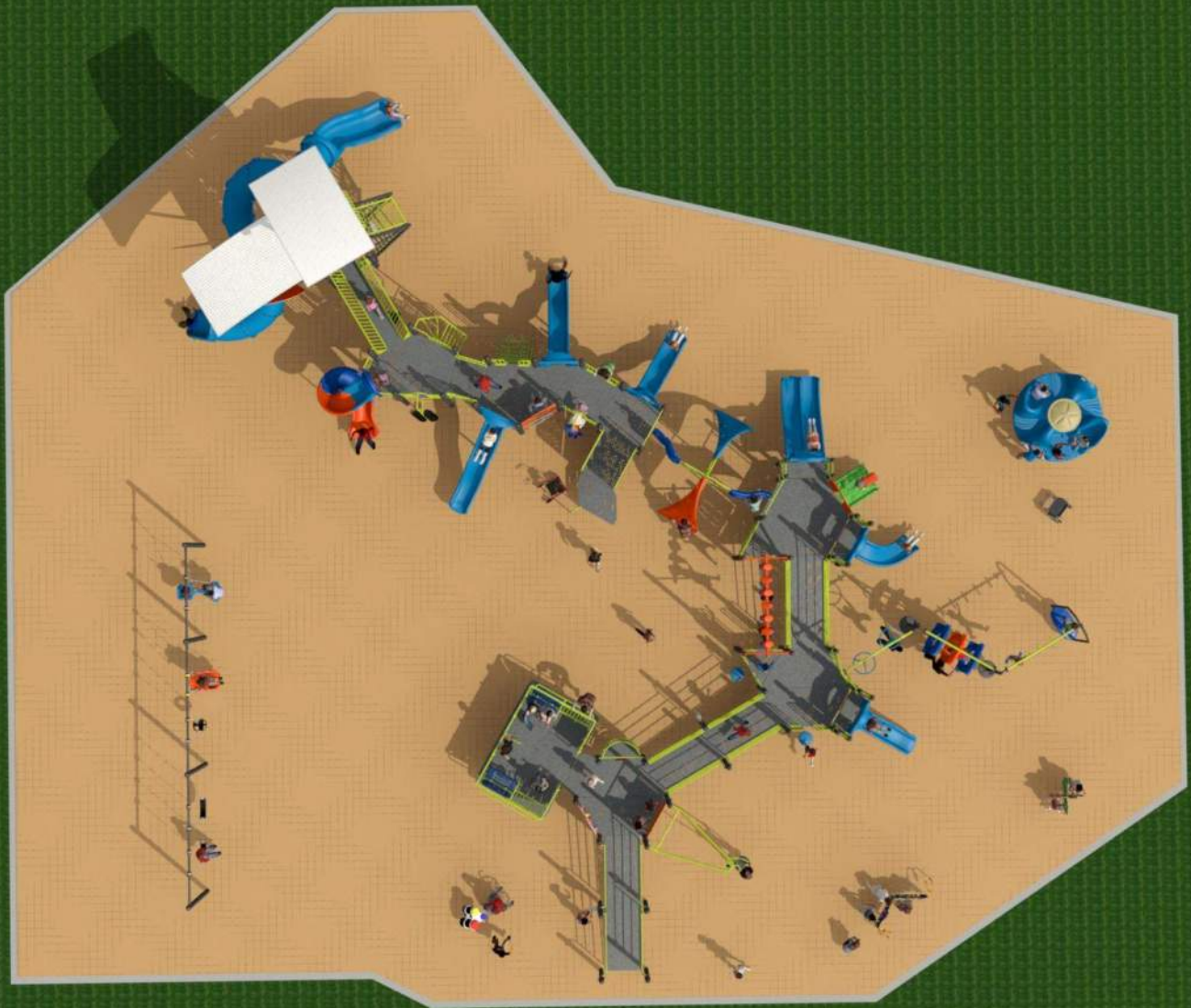
Friendly Fence invites all the kids in the neighborhood to pet the cat, feed the mouse, and hop with the cricket and frog through slidable parts. Zigzagging droplets can be slid between the watering can and the flowers, while beads can be pushed across twisting vines. Crawl through the flex treads and spin the birdhouse to see who's decided to pay a visit. Peek-a-boo holes, a grassy spot and a colorful window offer additional tactile and social experiences at different heights. Vines and handholds are located across the fence for additional support to ensure everyone can explore.





Calvin's Apple offers every child a bite of fun with slidable berries, antennae, and worm. A mirror helps instill self-awareness as kids roll Calvin's eyes, and a ringing berry gives an auditory experience. A shape-matching activity takes place at the bottom to develop a child's critical thinking, while the spinnable Gearipillar and pear help illustrate the cause and effect of a child's actions. Finally, a color-tinted window at the bottom offers a new perspective for children to take on. With handholds located at varying heights and crisscrossing design, Calvin's Apple enables children of any ability to have fun while learning new skills.





Additional
Play Panels
incorporated
in the design:



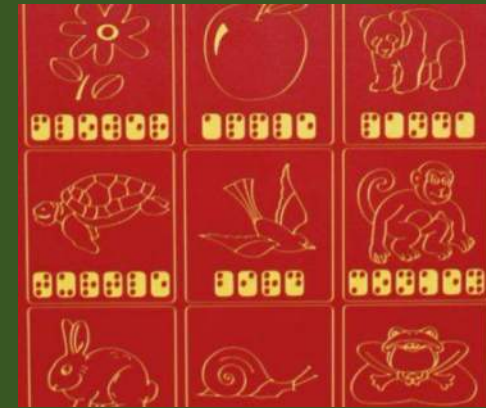
Parachute Guy Panel
Ages 2-12

Help each of the four skydivers land safely by sliding them up and down the swerving cutout track. Two cutout graphics of planes are located at the top, offering the chance for a bit of friendly competition for kids who want to race their divers to the bottom.



Braille Picture Panel
Ages 2-12

Braille Panel makes the playground more inclusive by displaying the alphabet and numbers zero through nine for visitors of all visual abilities. This can be used to fuel more interactions and cultivate understanding throughout the community.



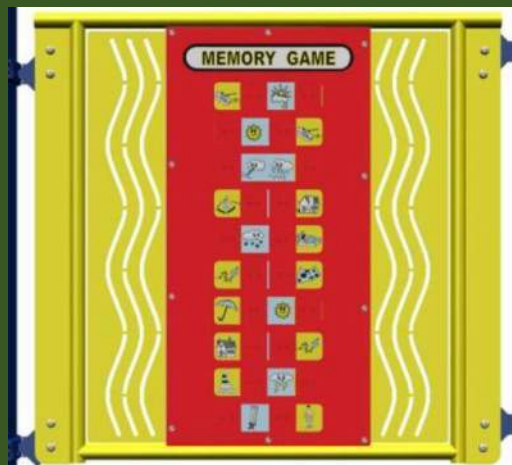


Simon Says Panel-ground level
Ages 2-12

Spin the wheel to find out what Simon Says! Once a child finishes a task, they can ring the bell and keep track of their score with the panel's moveable buttons. This panel uses inclusive characters and activities to ensure everyone feels welcome and can participate in the fun! Promotes cognitive development, social skills, sensory play.

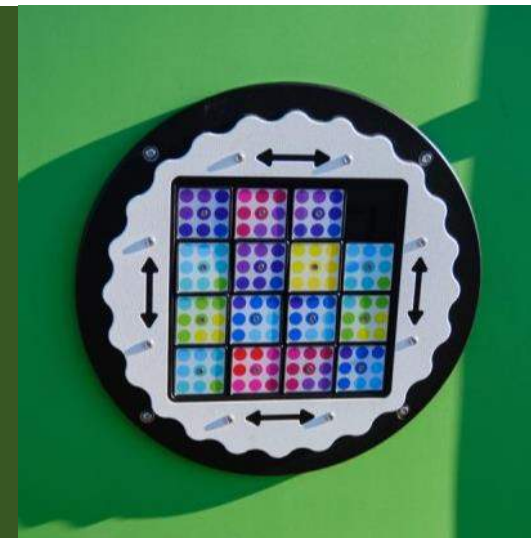


For every Alex's Lemonade Stand sold, we provide a \$100 contribution on your city's behalf to the mission of changing the lives of children with cancer by funding research and providing travel for families who are in need. Imaginative, social play for you and an act of kindness for those in need.



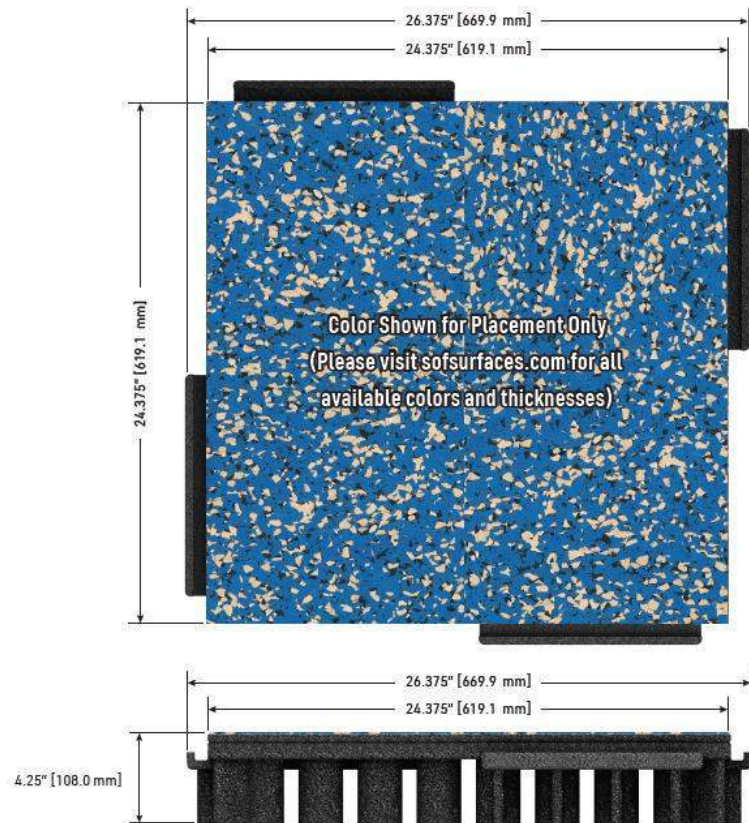
Matching Game Panel
Ages 2-12

Test your cognitive skills with Memory Game! Slide the tab to unveil a weather-related image, and then another tab to see if it matches—if not, try again! This classic game takes on a fun thematic spin via durable steel construction.



Slide & Solve Activity Panel
Ages 2-12

Can you realign this colorful, dotted gradient? Arrows on all four sides instruct users to slide the tiles vertically and horizontally until the puzzle is solved.



Note: Plus Series and Premium Series Tiles have different manufactured sizes.



Product: Premium 95 Denim
Thickness: 4.25" (108.0 mm)

DURASAFE THICKNESS (in.)	CRITICAL FALL HEIGHT (ft)
2.00" (50.8 mm)	3 Feet (0.91 m)
2.25" (57.2 mm)	4 Feet (1.22 m)
2.75" (69.9 mm)	5 Feet (1.52 m)
3.25" (82.6 mm)	6 Feet (1.83 m)
3.75" (95.3 mm)	7 Feet (2.13 m)
4.25" (108.0 mm)	8 Feet (2.44 m)
4.75" (120.7 mm)	9 Feet (2.74 m)
5.00" (127.0 mm)	10 Feet (3.05 m)
5.25" (133.4 mm)	12 Feet (3.66 m)

Plus Series Mfd. Size: 24.25" x 24.25" (+/- 1/8")

Plus Series Installed Size: 24.00" x 24.00" (24" Centers)

Premium Series Mfd. Size: 24.375" x 24.375" (+/- 1/8")

Premium Series Installed Size: 24.125" x 24.125" (24.125" Centers)

	PRODUCT SHOWN duraSAFE 4.25"	SCENARIO DESCRIPTION Playgrounds	DATE CREATED Dec. 2, 2021	PREPARED BY Brad Goss	SCALE N/A	REVISION 1
	SERIES Premium95	COLOUR Denim		FILE NAME 2022_DS_4.25_TileDrawing.pdf		

ADD-ALTERNATE: TILES AS SAFETY SURFACING*

Total Cost (Materials + Installation on concrete pad (by owner):

\$210,467.50

*We strongly suggest and request a concrete base for the safety surfacing tiles rather than gravel as gravel encourages shifting in the tiles over time.



duraSAFE Colors and Finishes

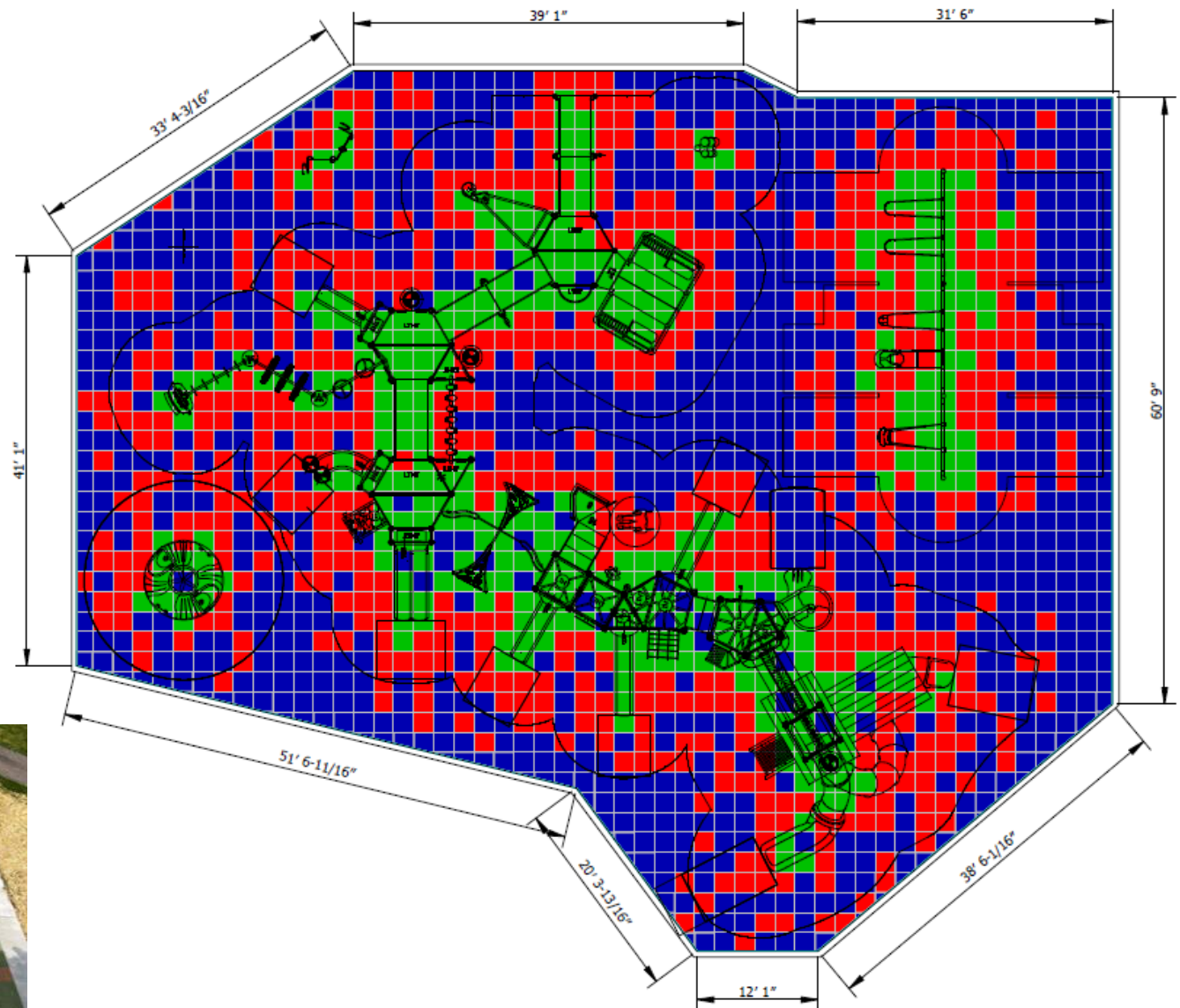


Pattern, texture and color capabilities are the hallmarks of our duraSAFE Premium Line. For those with more of a creative flare, the Premium Line offers more opportunity for artistic expression through an assortment of aesthetically pleasing premium color blends. Made from 100% recycled SBR rubber backing and topped with a recycled SBR/EPDM wear layer, our Premium Line affords you the best solution for any playground application. Choose from 70% or 95% color blends and be sure to take advantage of the ability to truly customize your surface by combining Plus series solid colors with Premium Series blends!

Example of Possible Tile Pattern

Area: 7211 Square Feet
Colors shown:
Denim, Safari, Tuscan Red

Pattern style similar to below
though not required. Same Price.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

PLAYPOWER LT FARMINGTON, INC. (F/K/A)
LITTLE TIKES COMMERCIAL PLAY
SYSTEMS
878 E. US Hwy 60
Monett, MO 65708

OWNER:

(Name, legal status and address)

CITY OF MENOMONIE

800 Wilson Avenue, MENOMONIE, WI 54751

BOND AMOUNT: Five Percent of Three Hundred Thousand and 00/100
(5% of \$300,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Phelan Park Playground Equipment, Menomonie, WI

SURETY:

(Name, legal status and principal place
of business)

LEXON INSURANCE COMPANY
10002 Shelbyville Rd.
Louisville, KY 40223

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of October, 2024

 (Witness)	 (Principal)	 (Seal)
 (Witness)	 (Surety)	 (Seal)
	(Title) Customer Services Manager	
	(Title) Jennifer Williams, Attorney in Fact	



POWER OF ATTORNEY

11118

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Susan A. Welsh, Sandra M. Winsted, Christine L. Sandoval, Judith A. Lucky-Eftimov, Aerie Walton, Derek J. Elston, Jennifer Williams, Salena Wood, Eric Sauer, Bartlomiej Siewierski, Barbara Pannier, Rachel Fore, Kristin L. Hannigan, Samantha Chierici, Corinne Chapman, Jean Torres, Roger Paraison, Nicholas Kertesz, Dartonya Wright, Tara A. Reimer, Richard Casa as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAC, a copy of which appears below under the heading entitled "Certificate"

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAC and said resolution has not since been revoked, amended or repeated:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation By:  Richard Appel, SVP & Senior Counsel	Endurance American Insurance Company By:  Richard Appel, SVP & Senior Counsel	Lexon Insurance Company By:  Richard Appel, SVP & Senior Counsel	Bond Safeguard Insurance Company By:  Richard Appel, SVP & Senior Counsel
---	--	---	--



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies, and that he executed said instrument on behalf of each Company by authority of his office under the bylaws of each Company.

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of October, 2024

By: 
Daniel S. Kohn, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be considered to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/finance/center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract, and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimsAdministration@sompo-int.com

Telephone: 616-563-9500 Mailing Address: Sompo International, 12890 Lebanon Road, Mount Juliet, TN 37122-2870



WARRANTY

Little Tikes Commercial Brand warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by PPLT Farmington, Inc. (PlayPower Little Tikes Commercial) carry only the following warranties:

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, stainless steel hardware, cast aluminum parts, and KioBulder® steel clamps.
- LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, Natural™ products, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- LIMITED EIGHT (8) YEAR WARRANTY:**
 - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
 - LandSoft Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
 - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- LIMITED FIVE (5) YEAR WARRANTY:**
 - Clever Climbers™ products, including, but not limited to polyethylene slides, enclosures, main structure, decks, and plastic components.
 - PVC coating and PE coating against cracking or peeling.
 - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Steel core cable nets and rope fittings and connectors (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating).
- LIMITED THREE (3) YEAR WARRANTY:** KidTikes®, Playground Sculptures, KidRiders® products (excluding spring assemblies), flexible balling, plastic border trimmers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- LIMITED ONE (1) YEAR WARRANTY:**
 - Learning Lab Sensory Tables and Tot Tree plastic components.
 - Belt Swing Seats, and Bucket Tot Swing Seats.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, axels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 63, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyer shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/End user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferable.

Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions.

Warranties specifically do not cover Little Tikes Commercial products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, surface corrosion, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber.
- that have been modified, altered, or repaired by unauthorized third parties.
- that have not been used as designed or intended, or misused.
- to which non-Little Tikes Commercial parts have been added or substituted.
- that have been removed from their original location and re-installed elsewhere.
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, or wind storms), and acts of God.

Little Tikes Commercial does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

878 E. Highway 63 / Monett, Missouri, USA 65708 | ITM@littletikescommercial.com
USA 800-225-8828 CANADA 800-265-9863 INTERNATIONAL +1 417-235-6917
PPLT Farmington, Inc. (a PlayPower, Inc. Company) Copyright ©2023 by PlayPower, Inc. All rights reserved.

D7185 Rev. B - January 01, 2020



CERTIFICATE OF REGISTRATION

PlayPower L.T. Farmington, Inc.

Main Site: 878 Highway 60, Monett, Missouri, 65708, United States

Additional Site: 907 East County Road, Monett, Missouri, 65708, United States

This is to certify that the management system has been registered by Intertek as conforming to the requirements of:

ISO 14001:2015

The management system is applicable to:

Main site: Design, manufacture and worldwide shipping of playground and recreation equipment and marine dock systems.

Additional site: Manufacturing of rotary plastic molding.

The validity of this certificate depends on the validity of the Main certificate #EMS-0033

Certificate Number:

EMS-0033-b

Initial Certification Date:

21 September 2008

Date of Certification Decision:

01 September 2020

Issuing Date:

01 September 2020

Valid Until:

20 September 2023



Intertek

Calin Moldoveanu

Calin Moldoveanu
President, Business Assurance

Intertek Testing Services NA, Inc. dba Intertek
900 Chelmsford Street,
Lowell, MA, USA



In the issuance of this Certificate, Intertek assumes no liability to any party other than to the Client, and then only in accordance with the agreed upon Certificate Agreement. This certificate's validity is subject to the organization maintaining their system in accordance with Intertek's requirements for system verification. Validity may be confirmed at www.intertek.com/databases/verification or by scanning the code to the right with a smartphone. The certificate retains the property of Intertek, to whom it must be returned upon expiry and C-7014001-2015-ANAB-04-L1-12-04-13





PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: R0324240117

Project: R0324_45558659051_02

Bill To:

David Schofield
City of Menomonie
800 Wilson Avenue
Menomonie, WI 54751
715-232-2221 Ext. 1020 (phone)
dschofield@menomonie-wi.gov

Project Name & Location:

Phelan Park Playground Equip1
1200 21st Ave East
Menomonie, WI 54751

Prepared by:

Northland Recreation, LLC.
Briana Cohen
10085 Bridgewater Bay
Woodbury, MN 55129 USA
(651) 815-4097 (phone)
briana@northlandrec.com

Ship To Address:

David Schofield
Phelan Park
1200 21st Avenue East
Menomonie, WI 54751
715-232-2221 Ext. 1020 (phone)
dschofield@menomonie-wi.gov

End User:

David Schofield
City of Menomonie
800 Wilson Avenue
Menomonie, WI 54751
715-232-2221 Ext. 1020
(phone)
dschofield@menomonie-wi.gov

Quote Number: R0324240117
Quote Date: 10/8/2024
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidBuilders
Age group: 5-12

Global defaults

Aluminum Steering Wheel	RED
Belt Swing Seat Color	Black
Concerto Ground cover	Buried
Concerto Post/Frame Color	BLUE
Entry Slide Color	CYAN
Exit Slide Color	ORANGE
High Bank Right 1 Color	ORANGE
High Bank Right 2 Color	BLUE
Inclusive Seat Clr	CYAN
Infinity 1 Plastic Clr	CYAN
Infinity 2 Plastic Clr	ORANGE
InfinityPad 1 Plastic Clr	BLUE
InfinityPad 2 Plastic Clr	BLUE
InfinityWing Blnk Pl Clr	ORANGE
InfinityWing Foot Pl Clr	BLUE
InfinityWing Hand Pl Clr	BLUE
KB Accent Color	CHARTREUSE
KB CLAMP	METALLIC GRAY
KB Climber Clr	LIME
KB Overhead Color	ORANGE

KB Pnl/Crwl Tunnel Clr	ORANGE
KB Slide/Float Stone Clr	CYAN
KB Vinyl color	Gray
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	METALLIC GRAY
Laminated Panel	ORANGE-SAND-ORANGE
MaxPlay TM Swing Clr	METALLIC GRAY
NFS Fun Wheel Color	AZURE
NFS Ground Cover	Buried
Nfs Hoopla Plastic Color 1	ORANGE
Nfs Hoopla Plastic Color 2	BLUE
NFS Post Color	METALLIC GRAY
NRG Plastic Clr	BLUE
Quantum II Nar Hood Color	BLUE
Rail Accent Color	CHARTREUSE
Rev Spin Body	CYAN
Rev Spin Handle	BEIGE
Section 3 Slide Color	CYAN
Together Glider Accent	AZURE
Together Glider Frame	CHARTREUSE
Together Glider Panel	GRAY
Together Glider Seat Vinyl	Blue
Together Glider Vinyl	Gray
Tot Swing Seat Color	Black
Us/Csa Labels For Swings	US Swing Label

Components

Part Number	Description	Qty
100001134	KB DK/DK PLATE 203 MM/8"	4
200006976	SLIDE DBL.WD. 1220 MM/48" KB	1
200006979	SLIDE WAVE KB 915 MM/36" KB	1
200006980	SLIDE WAVE KB 1220 MM/48" KB	1
200007097	PANEL ADJUSTABLE COUNTER KB	1
200007099	PANEL SEAT KB	1
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1
200013795	KB 10' GALV POST WITH CAP	10
200013798	KB 136" GALV POST WITH CAP	16
200013808	KB 8' GALV POST WITH CAP	7
200013810	KB 148" GALV POST WITH CAP	3
200013813	KB 4165/164" GALV POST WITH CAP	9
200013924	LOOP ASSY SAFETY KB	7
200069056	KB 186"/4725MM GALV POST W/CAP	4
200069057	KB 200"/5080MM GALV POST W/CAP	1
200092591	STEPPING STONES F/KB	3
200098030	KB CATWALK	1
200125540	STEPS DECK/DECK 610 MM W/SFTY RAILS F/K	1
200200029	CLIMBING NET 64" TAN/GRN W/SAFE LOOPS KB	1
200200162	KB 1016MM ELBOW SLIDE LEFT	1
200200237	PANEL "PARACHUTE GUY" KB DKMT	1
200200285	DECK BALCONY F/WHL.CHAIR ACC.(SMALL HOL	1
200200384	RAMP 3660 MM/12' W/GUARD RAILS KB_(SMAL	2
200200385	RAMP 2440MM W/GUARD RAILS KB(SMALL HOLE	1
200200417	SWING FRAME ADD-ON F/INCL SEAT MAXPLAY	1
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1
200200663	KB TELESCOPE PANEL (DKMT)	1
200200684	WINGS OF INFINITY OVERHEAD F/KB	1
200200691	KB 56" GRND TO DK INFINITY WING CLIMBER	1
200200725	KB MATCHING GAME PNL ABOVE DK	1

200201032	KB INFINITY AXIS	1
200202202	MAXPLAY 8' STANDARD BEAM	1
200202204	MAXPLAY 8' ADD-ON STANDARD BEAM	1
200202256	KB FIRE ESCAPE CLIMBER 96"	1
200202281	KB PICTURE BRAILLE PANEL DKMT	1
200202418	KB 815MM(32") JUNGLE CLIMB	1
200202425	KB VERTICAL POD CLIMBER 96"	1
200202483	KB DECK SQUARE LARGE HOLE 11GA	2
200202485	KB DECK TRIANGLE LARGE HOLE 11GA	1
200202497	KB DECK HEX SMALL HOLE 11GA	3
200202504	KB DECK TRIANGLE SMALL HOLE 11GA	2
200202511	KB MORPHOUS SLIDE 2440MM(96") RIGHT	1
200202547	KB DECK REST 11GA	2
200202767	KB TRUSS OVERHEAD 8'	1
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	2
200202836	ASSY TOT SEAT F/8' SWING W/CHAIN	1
200202885	NRG FREESTYLE HOOPLA ALLEY	1
200202887	NRG FREESTYLE SOLO POD	1
200202892	NRG FREESTYLE LOOP RAIL	1
200202894	NRG FREESTYLE FUNWHEEL	1
200202895	NRG FREESTYLE RAIL TO KB	1
200202989	NRG FREESTYLE 2 UP HUB	2
200203131	KB QUANTUM II SLIDE 8' SPIRAL RIGHT	1
200203327	KB WAVE SLIDE 64" W/2014 HOOD	1
200203328	KB WAVE SLIDE 72" W/2014 HOOD	1
200203394	KB SPINFINITY STANDING 72" REQ	1
200203400	POST PLUS 248" W/CAP F/KB	2
200203413	REVOLUTION INCLUSIVE SPINNER	1
200203415	NU-EDGE-X TOWER F/KB	1
200203423	GENERATION SWING SEAT ASSEMBLY TIKES	1
200203433	INCLUSIVE SWING SEAT W/CHAINS 8'	1
200203435	KB ALEX'S LEMONADE STAND PANEL	1
200203443	CONCERTO 3-CONGAS	1
200203458	KB TRAIL CLIMBER 56"	1
200203470	KB ACTIVITY PANEL FRAME DKMT	1
200203480	ACTIVITY PANEL SLIDE & SOLVE INSERT	1
200203509	KB ELEV TRANSFER DECK W/RAILS	3
200203575	ASSY RAIL MT.ALUM.STEER.WHL.	1
200203627	KB SCRAMBLED SCALES PANEL DKMT	1
200203634	KB SIMON SAYS PANEL PTMT	1
200203654	TOGETHER GLIDER	1
200203764	NU-EDGE BIRCH TRANS STAT F/KB 48"	1
200203874	POST PLAYERS DBL BELLS PTMT F/KB	1
200203876	POST PLAYERS TONGUE DRUM PTMT F/KB	1
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	3

PlayArea_2

Product line: Traditional Play

Age group: 6-23 months

Global defaults

TOT BLDRS APPLE ROUTER LAM 1	RED-SAND-RED
TOT BLDRS APPLE ROUTER LAM 2	LIME-SAND-LIME
TOT BLDRS APPLE STEEL PAINT	TROPICAL YELLOW
TOT BUILDERS FENCE ROUTER LAM	BLUE-YELLOW-BLUE
TOT BUILDERS FENCE STEEL PAINT	TROPICAL YELLOW
TOT BUILDERS GROUND COVER	Buried

Components

Part Number	Description	Qty
LT0902	TOT BUILDERS FRIENDLY FENCE	1
LT0903	TOT BUILDERS CALVINS APPLE	1

RiskSign_Included

Product line: Park Service

Age group:

Global defaults

RISK MGNT SIGN CLR

Components

Part Number	Description	Qty
787Z	RISK MANAGEMENT SIGN - ENGLISH	1

Additional Items

Part Number	Description	Qty
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	2
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5
925603	LABEL P/C (5 TO 12 YRS) PPLT	6
925960	THUMB DRIVE 2GB - PPLT	1
926461	LABEL, GENERATION SWG, 2YR-12YR, LT	1
INSTALL BK	INSTALL BOOK FOR PP ORDERS	1
DRNTLE	DRAIN TILE	1

NOTE: Quote includes play equipment, freight, delivery, installation of play equipment, drain tile materials, installation of drain tile to curb cut, disposal of packaging. Removals/disposals, excavation of site to 12" below grade, concrete curb, concrete walkways, asphalt walkways, safety surfacing, installation of safety surfacing for 8' CFH, site restoration all by owner.

Totals:

Products Subtotal:	\$218,501.20
Products by Other:	\$2,500.00
Installation:	\$73,000.00
Freight:	\$5,427.94
Estimated Sales Tax*:	EXEMPT
Grand Total:	\$298,929.14

Make Purchase Orders Out To:
PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration

Make Checks Payable To:
PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington
PO Box 734155

NOTE:

- * Applicable sales taxes will be confirmed once order and any tax certificates are received
 - † Denotes drop ship item.
- Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable. The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 12.56% recycled content
This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date
---------------------	-------------------------------	-------------

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its

repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



COLOR KEY

●	GRAY
●	SILVER
●	WHITE
●	BLUE
●	BLUE/WHITE
●	COLOR 6



Phelan Park Opt 1
Menomonie, WI CD227217



www.miracle-recreation.com



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Christmas Miracle Shed
DATE: October 21, 2024 City Council Meeting

The City Council has allotted approximately \$50,000 from its American Recovery Plan Act State and Local Fiscal Recovery Fund ("ARPA") toward sheds in Parks (City Budget Line # 33.55410.852).

City Staff prepared a Request For Proposals ("RFP") for a 16-foot by 30-foot shed at Christmas Miracle to house the ice resurfacing machine (i.e. Zamboni). The RFP was publicly noticed and sent to seven (7) contractors. The City received two (2) proposals. One proposal was rejected as unresponsive as they did not provide a Bid Bond. The other proposal was for \$66,200 which exceeds the budget allocation.

City Staff recommends rejection of all bids. If City Council concurs, the appropriate motion would be ***Reject all bids for the Christmas Miracle Shed*** (simple majority).

City Staff will investigate alternative methods to deliver this shed.

Attachments:

- Bid Tabulation

Bid Tabulation

**Christmas Miracle Shed
City of Menomonie, WI**

October 16, 2024

Contractor	Location	Bid
Structures Unlimited	Stratford, WI	\$66,200
United Metal Buildings	Menomonie, WI	\$26,982

Rejected as Unresponsive



City of Menomonie
David Schofield

Director of Public Works
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221 Ext.1020
dschofield@menomonie-wi.gov

TO: Mayor Knaack & City Council
FROM: David Schofield, Director of Public Works
SUBJECT: Habitat for Humanity Offers To Purchase
DATE: October 21, 2024 City Council Meeting

The City Council approved the three (3) Offers To Purchase from Habitat for Humanity on May 15, 2023 for lots on Brickyard Road. Each Offer To Purchase included two lots intended for the construction of a twin home.

Habitat for Humanity closed on the first lot pair (Lots 1 and 2 of CSM 4923) in July 2023 and is nearing completion of the twin home. Habitat for Humanity did not close on the second or third lot pairs by their respective deadlines of December 31, 2023 and June 30, 2024.

City Staff have since received inquiries from several homebuilders regarding the availability of the lots. City Staff reached out to Habitat for Humanity to verify if they still intended to purchase the remaining lots and they confirmed that they do.

Habitat for Humanity has proposed to purchase Lots 5 and 6 of CSM 4925 by November 22, 2024 at a cost of \$10,000. Habitat for Humanity has proposed to purchase Lots 3 and 4 of CSM 4923 by December 20, 2024 at a cost of \$10,000.

If City Council concurs with the land sales to Habitat for Humanity, the appropriate (separate) motions would be:

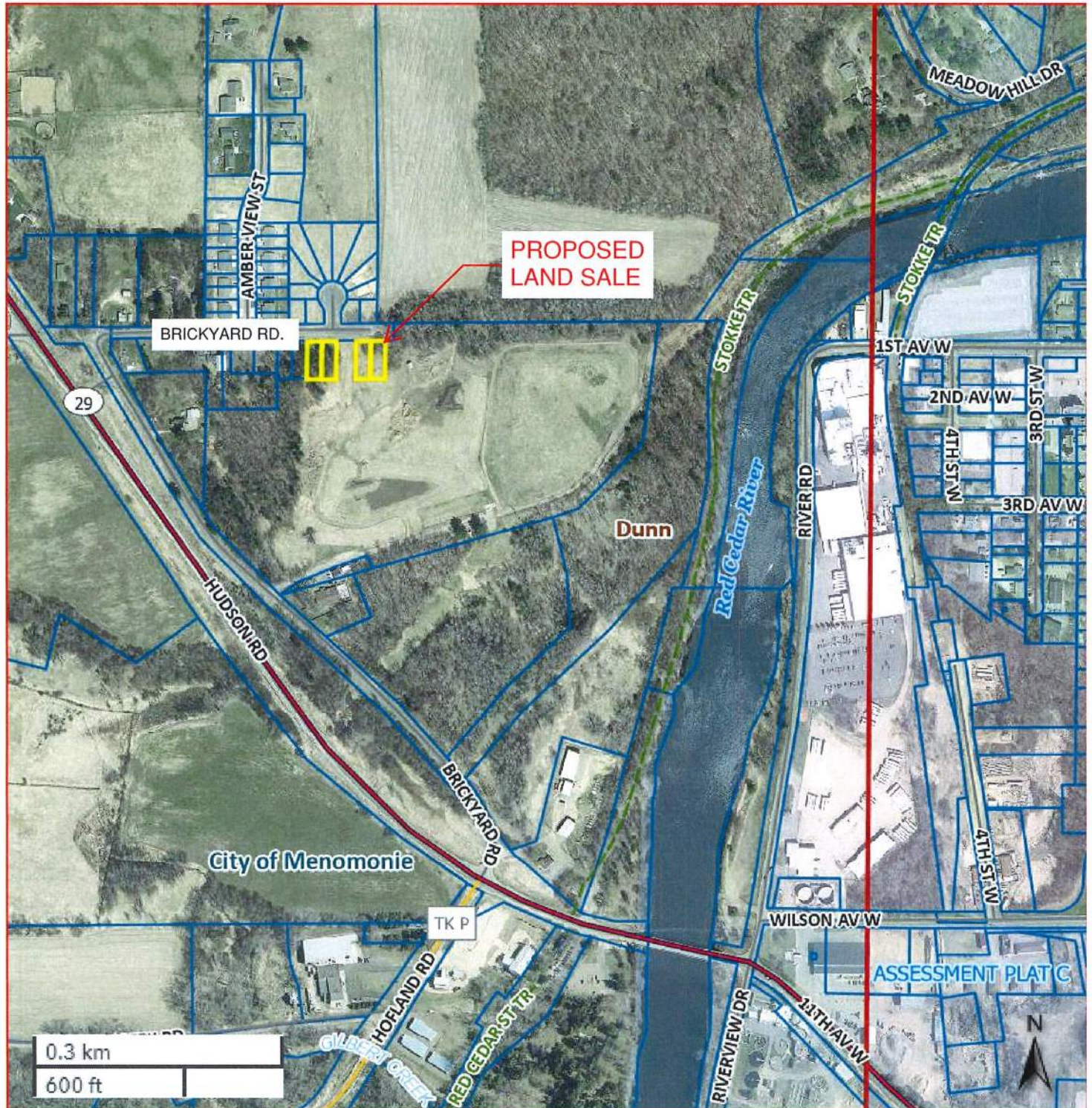
- ***Approve the Offer To Purchase from Habitat for Humanity for Lots 5 and 6 of CSM 4925 with a deadline of November 22, 2024*** (simple majority).
- ***Approve the Offer To Purchase from Habitat for Humanity for Lots 3 and 4 of CSM 4923 with a deadline of December 20, 2024*** (simple majority).

Attachments:

- Location Map
- CSM 4925
- Offer to Purchase Lots 5 and 6 of CSM 4925
- CSM 4923
- Offer to Purchase Lots 3 and 4 of CSM 4923

Habitat for Humanity Offers To Purchase

Created by: DAS



This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes. This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

Date created: 10/15/2024

Last Data Uploaded: 10/15/2024 12:07:14 AM

Developed by

665193

DUNN COUNTY, WI
REGISTER OF DEEDS
HEATHER M. KUHN

RECORDED ON
03/15/2023 11:28 AM
CERTIFIED SURVEY MAP NO. 4925
VOLUME 25 PAGE 55

REC FEE: 30.00
PAGES: 2

CERTIFIED SURVEY MAP NO. 4925
VOLUME 25, PAGE 55.

LOCATED IN GOVERNMENT LOT 4, SECTION 27, TOWNSHIP 28
NORTH, RANGE 13 WEST, CITY OF MENOMONIE, DUNN COUNTY,
WISCONSIN.



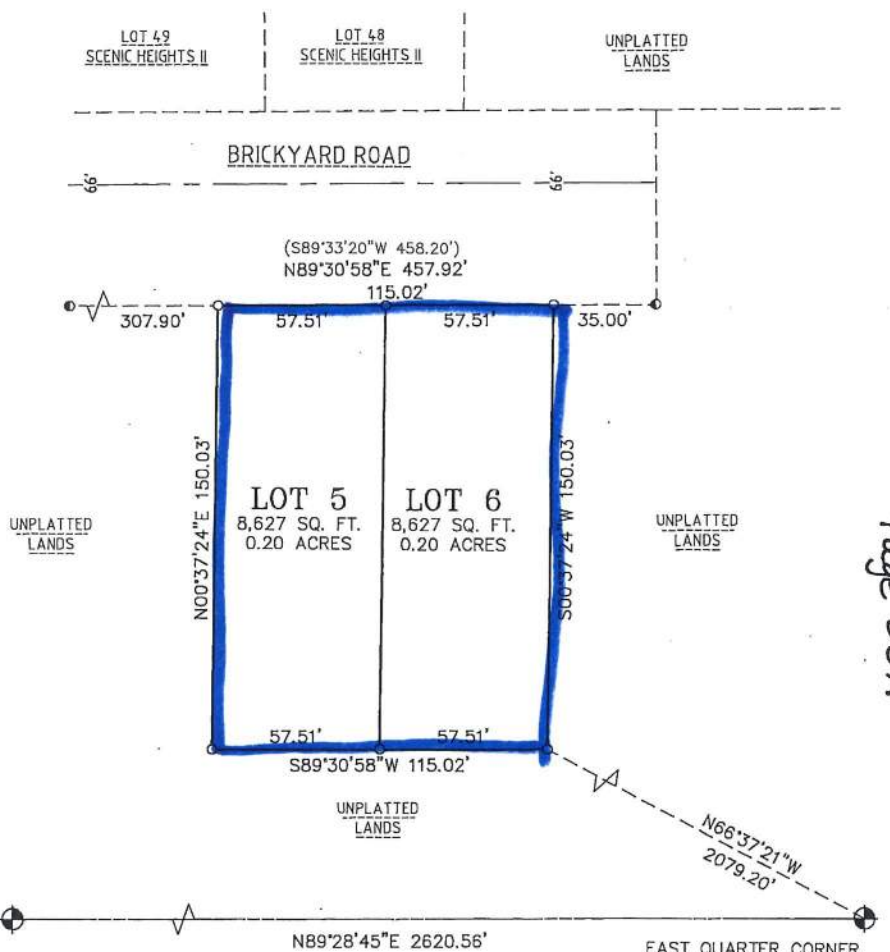
North is referenced to the South line of
the Northeast 1/4, Section 27-28-13
which bears N89°28'45"E
(Dunn County Grid System) NAD 83/91

LEGEND

- ⊙.....Government Corner (As Noted)
-Set 3/4" x 18" Iron Rebar Weighing
1.502 Pounds/Lineal Foot
-Found 1-1/4" Iron Rebar
- ().....Recorded Bearing/Distance



D. LaBlonde
03/03/2023



Page 55A

CENTER QUARTER CORNER
SECTION 27, 1-1/4" O.D.
IRON PIPE (TIES VERIFIED)

EAST QUARTER CORNER
SECTION 27, COMPUTED
FROM TIES (TIES VERIFIED)

SCALE: 1" = 50'



OWNER/PREPARED FOR:
CITY OF MENOMONIE
800 WILSON AVENUE
MENOMONIE, WISCONSIN 54751

Dustin J. LaBlonde, PLS
Cedar Corporation
604 Wilson Avenue
Menomonie, Wisconsin 54751

03/03/2023 COMPLETION DATE OF THE FIELDWORK

SHEET 1 OF 2 SHEETS

WB-13 VACANT LAND OFFER TO PURCHASE

ATTORNEY

1 ~~LICENSEE~~ DRAFTING THIS OFFER ON October 7, 2024 [DATE] IS (~~AGENT OF BUYER~~)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Chippewa Valley Habitat for Humanity, Inc., a non-stock Wisconsin corporation
4 _____, offers to purchase the Property

5 known as [~~Street Address~~] Lots 5 and 6 of CSM 4925 Volume 25, Page 55 recorded as Document No. 665193
6 in the City of Menomonie, County of Dunn, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: TEN THOUSAND AND 00/100
9 _____ Dollars (\$ 10,000.00).

10 ■ EARNEST MONEY of \$ n/a accompanies this Offer and earnest money of \$ 500
11 will be mailed, or commercially or personally delivered within 14 days of acceptance to listing broker or
12 Legends Title Services, LLC, at 2225 Brackett Ave, Eau Claire, WI 54701.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: n/a
16 _____
17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: n/a
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

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

24 ■ ZONING: Seller represents that the Property is zoned: Limited Multiple Family Twin Home Residential (R-4) District.

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before October 25, 2024. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Catherine Martin, City Clerk
41 Buyer's recipient for delivery (optional): John Dawson

42 (2) Fax: fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)

44 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: Menomonie City Clerk, 800 Wilson Avenue, Menomonie, WI 54751

50 Delivery address for Buyer: 145 N. Clairemont Ave, Eau Claire, WI 54703

51 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): kmartin@menomonie-wi.gov

56 E-Mail address for Buyer (optional): john@cvh4h.org

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated n/a, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and **Buyer waives receipt of Seller's disclosure report and is buying the property "AS IS"**

68
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than **November 22, 2024, at Legends Title Services, LLC**
71 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and **none other**

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

84

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 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
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
 146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
190 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
191 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
192 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
193 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
194 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
195 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
196 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
197 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
198 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

200 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
201 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
202 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
203 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
204 and interest may be adjusted to reflect interest changes.
205

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244 deadlines provide adequate time for performance.**

245 DEFINITIONS CONTINUED FROM PAGE 3

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 PROPERTY DEVELOPMENT WARNING

298 If Buyer contemplates developing Property for a use other than the current use,
299 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
300 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
301 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
302 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
303 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
304 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
305 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
306 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**
327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

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

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
 406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
 407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
 408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
 409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
 410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, general taxes levied in the year of closing and **none other**

424 _____
 425 _____
 426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 428 necessary to record the conveyance ~~at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.~~

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

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
 433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
 434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than **15** days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
 441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within **15** days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding **5** days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 **Buyer and Seller agree that this is an "AS IS" purchase and Buyer does not rely on and agrees that Seller has made**
 460 **NO REPRESENTATIONS OR WARRANTIES with respect to the Property, any improvements on the Property or the**
 461 **condition of the Property.**

462 _____
 463 _____
 464 _____

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

468 If Buyer defaults, Seller may:

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

472 If Seller defaults, Buyer may:

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

475 In addition, the Parties may seek any other remedies available in law or equity.

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

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 **Buyer shall pay all closing costs associated with the purchase, closing, and conveyance of the Property, including**
528 **recording fees, real estate transfer return fee, title commitment/evidence, and owner's title insurance.**

529 **Each party shall be responsible for its own attorneys' fees and costs.**

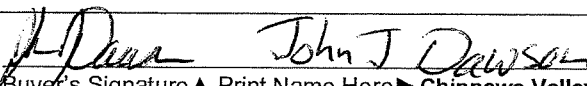
530 **Seller shall not deliver to Buyer a Seller's disclosure report.**

531

532 **In the event Buyer has not been issued building permits for all of the parcels by January 1, 2026, Seller may elect to**
533 **purchase the parcels without building permits issued back from Buyer for \$5,000.00 per parcel, free and clear of any**
534 **encumbrances, and Buyer shall pay for any closing costs associated with said purchase.**

535 This Offer was drafted by [Licensee and Firm] Weld Riley, S.C., by Attorney Benjamin D. Ludeman

536 _____ on October 7, 2024

537 (x)  10/8/2024
538 Buyer's Signature ▲ Print Name Here ► Chippewa Valley Habitat For Humanity, Inc. Date ▲

By: John Dawson, Its:

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by)

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

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► : Randy Knaack, Mayor Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Catherine Martin, City Clerk Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

665130

DUNN COUNTY, WI
REGISTER OF DEEDS
HEATHER M. KUHN

RECORDED ON
03/10/2023 09:39 AM
CERTIFIED SURVEY MAP NO. 4923
VOLUME 25 PAGE 53

REC FEE: 30.00
PAGES: 2

CERTIFIED SURVEY MAP NO. 4923
VOLUME 25, PAGE 53.

LOCATED IN GOVERNMENT LOT 4, SECTION 27, TOWNSHIP 28
NORTH, RANGE 13 WEST, CITY OF MENOMONIE, DUNN COUNTY,
WISCONSIN.



North is referenced to the South line of
the Northeast 1/4, Section 27-28-13
which bears N89°28'45"E
(Dunn County Grid System) NAD 83/91

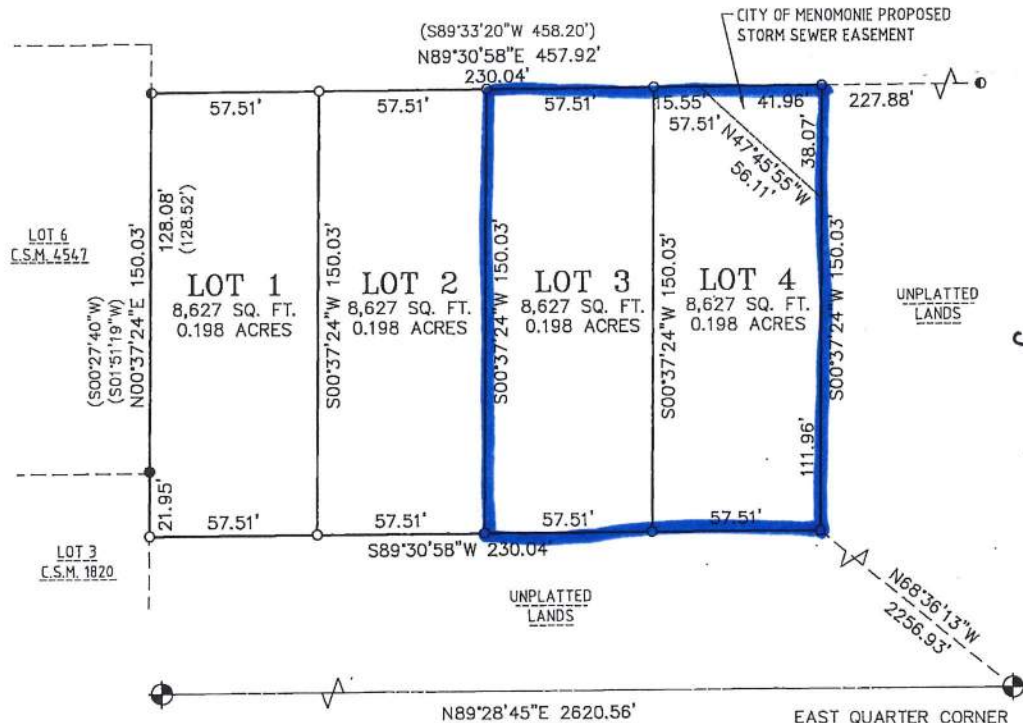
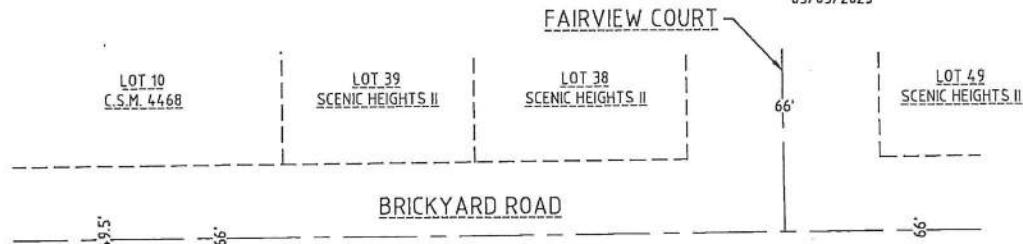
LEGEND

- ⊕ Government Corner (As Noted)
- Set 3/4" x 18" Iron Rebar Weighing
1502 Pounds/Lineal Foot
- Found 3/4" Iron Rebar
- ⦿ Found 1-1/4" Iron Rebar
- () Recorded Bearing/Distance

NOTE: ANY CONVEYANCE OF LOT 4 SHALL BE
ACCOMPANIED BY A DESCRIPTION FOR THE STORM
SEWER EASEMENT AS SHOWN ON THIS CSM.



D.J. LaBlonde
03/03/2023



Page 53A

CENTER QUARTER CORNER
SECTION 27, 1-1/4" O.D.
IRON PIPE (TIES VERIFIED)

EAST QUARTER CORNER
SECTION 27, COMPUTED
FROM TIES (TIES VERIFIED)

SCALE: 1" = 50'



OWNER/PREPARED FOR:
CITY OF MENOMONIE
800 WILSON AVENUE
MENOMONIE, WISCONSIN 54751

Dustin J. LaBlonde, PLS
Cedar Corporation
604 Wilson Avenue
Menomonie, Wisconsin 54751

03/03/2023 COMPLETION DATE OF THE FIELDWORK

SHEET 1 OF 2 SHEETS

WB-13 VACANT LAND OFFER TO PURCHASE

ATTORNEY

1 ~~LICENSEE~~ DRAFTING THIS OFFER ON October 15, 2024 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER)~~ ~~(AGENT OF BUYER AND SELLER)~~ ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Chippewa Valley Habitat for Humanity, Inc., a non-stock Wisconsin corporation
4 _____, offers to purchase the Property
5 known as ~~[Street Address]~~ Lots 3 and 4 of CSM 4923 Volume 25, Page 53 recorded as Document No. 665130
6 in the City of Menomonie, County of Dunn, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: TEN THOUSAND AND 00/100
9 _____ Dollars (\$ 10,000.00).

10 ■ EARNEST MONEY of \$ n/a accompanies this Offer and earnest money of \$ 500
11 will be mailed, or commercially or personally delivered within 14 days of acceptance to listing broker or
12 Legends Title Services, LLC, at 2225 Brackett Ave, Eau Claire, WI 54701.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: n/a

16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: n/a
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.**

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

24 ■ ZONING: Seller represents that the Property is zoned: Limited Multiple Family Twin Home Residential (R-4) District.
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before October 25, 2024. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Catherine Martin, City Clerk
41 Buyer's recipient for delivery (optional): John Dawson

42 (2) Fax: fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)

44 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: Menomonie City Clerk, 800 Wilson Avenue, Menomonie, WI 54751
50 Delivery address for Buyer: 145 N. Clairemont Ave, Eau Claire, WI 54703

51 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): kmartin@menomonie-wi.gov
56 E-Mail address for Buyer (optional): john@cvh4h.org

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated n/a, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and **Buyer waives receipt of Seller's disclosure report and is buying the property "AS IS"**

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than **December 20, 2024, at Legends Title Services, LLC**
71 ~~at the place selected by Seller, unless otherwise agreed by the Parties in writing.~~

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and **none other**

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)
81 Current assessment times current mill rate (current means as of the date of closing)
82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
84

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 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
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**
190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**
201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
244 **deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- 245
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING

297 If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**
327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

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

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and none other

424 _____
425 _____
426 _____
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance ~~at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.~~

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

432 ■ ~~GAP ENDORSEMENT:~~ Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE
433 ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 Buyer and Seller agree that this is an "AS IS" purchase and Buyer does not rely on and agrees that Seller has made
460 NO REPRESENTATIONS OR WARRANTIES with respect to the Property, any improvements on the Property or the
461 condition of the Property.

462 _____
463 _____
464 _____

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

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

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

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

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

475 In addition, the Parties may seek any other remedies available in law or equity.

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

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 **Buyer shall pay all closing costs associated with the purchase, closing, and conveyance of the Property, including
528 recording fees, real estate transfer return fee, title commitment/evidence, and owner's title insurance.**

529 **Each party shall be responsible for its own attorneys' fees and costs.**

530 **Seller shall not deliver to Buyer a Seller's disclosure report.**

531 _____

532 **In the event Buyer has not been issued building permits for all of the parcels by January 1, 2026, Seller may elect to
533 purchase the parcels without building permits issued back from Buyer for \$5,000.00 per parcel, free and clear of any
534 encumbrances, and Buyer shall pay for any closing costs associated with said purchase.**

535 This Offer was drafted by [Licensee and Firm] Weld Riley, S.C., by Attorney Benjamin D. Ludeman

536 _____ on October 15, 2024

537 (x) [Signature] John J. Dawson Oct 16, 2024
538 Buyer's Signature ▲ Print Name Here ► Chippewa Valley Habitat For Humanity, Inc. Date ▲

By: John Dawson, Its:

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

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

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► : Randy Knaack, Mayor Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Catherine Martin, City Clerk Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



City of Menomonie
Eric Atkinson

City Administrator
800 Wilson Avenue
Menomonie, WI 54751
715 232-2221

E-Mail: atkinsone@menomonie-wi.gov

TO: City Council
FROM: Eric Atkinson
SUBJECT: Humane Society Contract
DATE: October 17, 2024

Attached is the 2025 contract from the Dunn County Humane Society. This contract is renewed yearly and the rate is calculated at \$2.09 per capita. The per capita number is based on the Department of Administration 2024 Estimate for the City of Menomonie. ***The appropriate action would be a Motion to Approve the City Administrator to sign the Contract for 2025.***



Dunn County Humane Society

302 Brickyard Road
Menomonie, WI 54751
715-232-9790

City of Menomonie Municipality Contract

January 1, 2025 through December 31, 2025

Agreement

This agreement, made and entered into this First day of January 2025 by and between the City of Menomonie, a municipal corporation hereinafter referred to as the "municipality", and the Dunn County Humane Society, Inc., a nonprofit corporation hereinafter referred to as "the society".

Witnesseth

Whereas, the municipality by its council deem it advisable and in the best interest of their citizens to turn over and designate to the society the care, sheltering, and placement of dogs and cats found stray within the boundaries of the municipality. The society will be responsible for the management and operation of a licensed animal shelter and the enforcement of state and local animal laws, as permitted by state laws and local ordinances.

Now, therefore, in consideration of these premises it is mutually agreed between the parties hereto as follows:

Article I. Responsibilities of the Dunn County Humane Society Inc.

The society is hereby designated, employed, assigned, authorized, delegated and empowered to impound all lost, stray or homeless dogs and cats coming into its control as a result of violations of the animal regulations and to place or humanely dispose of such animals. In the furtherance of these obligations, the society shall:

***Section 1.01* Manage and Operate an Animal Shelter**

- (a) The society will furnish a state-licensed animal shelter facility located at 302 Brickyard Road in the city of Menomonie, Wisconsin.
- (b) The society will maintain proper and legal housing for dogs and cats which come into its custody. The society will service and impound dogs and cats that are potentially adoptable. The society will serve as a referral agency if possible, for animals not mentioned above.
- (c) The society will maintain suitable office hours at the animal shelter for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.
- (d) The society shall appoint competent and qualified agents for the carrying out of the responsibilities under this contract who shall be responsible to the elected officers of the society's board of directors.

- (e) The society shall provide proper food, water, shelter and other humane treatment for such animals while they are in the society's possession and until adopted or otherwise humanely disposed of.
- (f) The society will cooperate with the appropriate health department or law enforcement officers by following procedures required by any ordinance concerning persons or animals bitten by an animal at the society's shelter.
- (g) The society will serve as a centralized animal "lost and found" facility for persons within Dunn County.
- (h) The society shall retain all fees for animals reclaimed by their owners during impoundment and shall retain all fees for animals adopted by patrons. This includes, but is not limited to, all fees provided for in Chapter 174 of Wisconsin Statutes.

Section 1.02 **Medical Attention**

- (a) The society shall provide an animal with immediate veterinary medical attention if necessary. Each animal is veterinarian inspected as soon as possible and/or as applicable by law, vaccinated, tested for common diseases, de-wormed and spayed or neutered if age and health appropriate. If the animal's owner is able to be identified all expenses incurred for daily boarding and veterinary medical care shall be the responsibility of the pet owner.

Section 1.03 **Rabies Quarantine**

- (a) The society will not accept animals requiring quarantine where the owner is known at time of impound (aka seized animals or animals-at-large that are identified at time of capture). All animals where the owner is known, requiring quarantine shall be referred to an appropriate veterinary clinic. The known owner will be responsible for all charges with said veterinary clinic.
- (b) The society will accept animals requiring quarantine where the owner is not known at time of impound (aka strays or animals-at-large that are not identified at time of capture). The society will make appropriate arrangements to complete the legal observation period and be responsible for all charges associated with the quarantine that are not covered by other appropriate agencies.
 - (i) If an owner comes forward during the quarantine period, the animal will need to be claimed, fees paid by the owner, and the quarantine completed at an appropriate veterinary clinic. The society will work with law enforcement to ensure this transition occurs and proper documentation and procedures are followed.
 - (ii) If no owner comes forward during the quarantine period, The society will complete the entire quarantine period and work with law enforcement and the health department to ensure a complete and accurate documentation of the incident per applicable laws.
- (c) The society will cooperate with all appropriate agencies by following procedures required by any ordinance concerning persons or animals bitten by animals in the

municipality. This includes notification, documentation, and record-keeping to the health department.

Section 1.04 **Collection of Fees & Record-keeping**

- (a) The society will collect all impoundment, boarding and adoption fees and shall keep proper financial records to account for same. The society will permit the municipality, at all reasonable times, to inspect and audit such records and shall make such reports of monies available when requested in writing.
- (b) The society shall keep full and accurate records of all animals taken into custody and impoundment, showing the date, place, reason, and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition and shall make such reports of such records available when requested in writing.

Section 1.05 **Assume Responsibility for Owner and Agent Acts**

- (a) The society shall at its own cost and expense, carry insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same. The society shall, at its own cost and expense, cause to be bonded, all its agents, who in the exercise of their duties, collect and have custody of public monies.

Section 1.06 **Contract Not Assignable**

- (a) The society shall not have the right, authority, or power to sell, mortgage, or assign this contract or the powers granted to it without the prior consent of the municipality.

Article II. Responsibilities of the Municipality

In compliance with the terms and conditions of this contract, the municipality shall:

Section 1.01 **Supply all Licenses**

The municipality shall purchase and supply to the public all such pet licenses, certificates, numbered (metallic) tags, and receipt forms as shall be required by the state or county in carrying out of its responsibility under law.

Section 2.01 **Animal Control and Rescue of Animals**

- (a) The municipality is responsible for animal control training and services within their boundaries as specified in Chapter 174 of Wisconsin Statutes. The municipality shall be responsible for the search and rescue of any covered injured animal or any covered animal which is trapped or is otherwise unnaturally restrained. The municipality shall be responsible for transporting such animals to the society's shelter in a humane manner.
- (b) Any seizure of animals in excess of quantity of 10 shall be construed as a large scale influx, and shall not be the sole financial and physical responsibility of the shelter. The municipality will be required to assist in the financial and medical care and placement of the animals.

Section 2.02 Issuance of Fines

The municipality is responsible for the issuance of fines within their jurisdiction and the collection thereof.

Section 2.03 Method of Payment, How Computed

- (a) The one-year contract payment shall be computed on a per capita rate based on the human population estimated in the municipality to be served.
- (b) The one-year contract shall be computed at a rate of \$2.09 per capita for 2025.
- (c) It is understood and agreed that the contract sum shall be paid annually or quarterly with payments due upon receipt of the society's statement.

Estimated 2025 cost to the municipality:

Contract rate of **\$2.09** per capita of **16,591*** City of Menomonie residents = *yearly total of \$34,675.19*, or quarterly total of **\$8,668.80**

**population total based on 2024 final estimates from The Wisconsin Department of Administration*

Article III. Contract Length

Section 3.01 It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for one year from the date hereof. However, it is fully agreed that during the contract period, this contract may be terminated by either party upon 90 days written notice to the other of an intention to terminate this agreement or enter into a new agreement.

Section 3.02 It is mutually understood and agreed to by the parties hereto that the municipality will defend this contract with all due and proper diligence should it be challenged by any action in law.

In witness whereof, the parties hereto have signed these presents and affixed their seals the day and year first above written.

City of Menomonie Representative

Date



Shelter Manager, Dunn County Humane Society

10/4/2024

Date



Menomonie Police Department

615 Stokke Parkway Suite G200
Menomonie, WI 54751
715-232-2198
www.menomonie-pd.com

Memorandum

To: Mayor Randy Knaack & City Council
From: Rick Hollister, Chief of Police
Date: 10/09/2024
Subject: 2024 UTV Request – ARPA Funding/City Contingency
CC: City Administrator, Eric Atkinson

The police department recently submitted for purchasing a UTV & trailer in the 5-year Capital Improvement Plan (CIP). Justification for request: With the recent city ordinance adoption for ATV/UTV use within the city limits, police patrols will be necessary in areas that are difficult to reach with police vehicles. Also, the UTV can be used in several different police response scenarios, including search and rescue, responding to calls for service on Lake Menomin during winter months, parade and event details involving police services, and mutual aid requests.

In 2024 the police department was given city council approval for conducting a space needs assessment and allocating \$30,000.00 ARPA funds. The Request For Proposal (RFP) bid awarded for the police department space needs assessment came in at a cost of \$12,450.00. The remaining balance of ARPA funds is \$17,550.00. In a cost savings measure for the city not to borrow money in the CIP request, the police department is requesting to use the remaining ARPA fund balance and offsetting expenditures from the 2024 city contingency line to purchase a UTV and trailer.

Cost Breakdown: Airtec quote: 2025 Polaris Northstar Prem. UTV= \$27,755.00, with road tires.
Emergency lighting equipment =\$5135.02
Graphics=\$350.00
Utility Trailer 83" x 14'=\$2795.00
Total Cost=\$ 36,035.02

ARPA Funds Appropriated \$17,550.00 and City Contingency Funding \$18,485.02= \$36,035.02

Thank You for Your Consideration!

Rick Hollister
Chief of Police

Chris King
Commander

Brian Hagen
Commander

BUDGET TRANSFER REQUEST FORM

TRANSFER TO:

AMOUNT \$18485.02

ACCOUNT TITLE AND NUMBER ARPA

LINE ITEM NAME AND EXTENSION 33.52110.852

TRANSFER FROM:

ACCOUNT TITLE AND NUMBER Contingency

LINE ITEM NAME AND EXTENSION 01.60000.699

REASON: (This does not mean "budget overdrawn." It means why the proposed budget overdraft is necessary!)

The police department recently submitted a request to purchase a UTV & trailer in the 5-year Capital Improvement Plan (CIP).

Justification for request: With the recent city ordinance adoption for ATV/UTV use within the city limits, police patrols will be necessary in areas that are difficult to reach with police vehicles. Also, the UTV can be used in several different police response scenarios, including search and rescue, responding to calls for service on Lake Menomin during winter months, parade and event details involving police services, and mutual aid requests.

In 2024 the police department was given city council approval for conducting a space needs assessment and allocating \$30,000.00 ARPA funds. The Request For Proposal (RFP) bid awarded for the police department space needs assessment came in at a cost of \$12,450.00. The remaining balance of ARPA funds is \$17,550.00. In a cost savings measure for the city not to borrow money in the CIP request, the police department is requesting to use the remaining ARPA fund balance and offsetting expenditures from the 2024 city contingency line to purchase a UTV and trailer.

Cost Breakdown:

Airtec quote: 2025 Polaris Northstar Prem. UTV= \$27,755.00, with road tires.

Emergency lighting equipment =\$5135.02

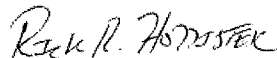
Graphics=\$350.00

Utility Trailer 83" x 14'=\$2795.00

Total Cost=\$ 36,035.02

ARPA Funds Appropriated \$17,550.00 and City Contingency Funding \$18,485.02= \$36,035.02

Thank You for Your Consideration!



Authorized Signature

10/16/2024

Date

BUDGET TRANSFER REQUEST FORM

TRANSFER TO: AMOUNT \$ 4,500.00 _____

ACCOUNT TITLE AND NUMBER __ Aquatics – 01.55220 _____

LINE-ITEM NAME AND EXTENSION __ Waterpark Amenities and Repairs – .753 _____

LINE-ITEM NAME AND EXTENSION _____

TRANSFER FROM:

ACCOUNT TITLE AND NUMBER __ Aquatics – 01.55220 _____

LINE-ITEM NAME AND EXTENSION __ Wages P.T. Employees – .125 _____

REASON: (This does not mean “budget overdrawn:” It means why the proposed budget overdraft is necessary!)

The Recreation Department is asking for a \$4,500.00 budget transfer into our Waterpark Amenities and Repairs account. The budget transfer will be used to purchase a Burke Giant Chair for the Wakanda Waterpark. The chair will be customized with Wakanda Waterpark and the address. I think this would be a great marketing tool for Wakanda Waterpark because people would take pictures with it and post on social media. Any of their followers/friends would see it and already know the name of the park as well as the address. The life expectancy on the chair is 20+ years. We will work with the Recreation Advisory Board to come up with customization and color scheme for the chair.

Mitch St.
Authorized Signature

10-14-2024
Date



LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

DATE: August 7, 2024

TO: City of Menomonie
Attn: Mitch Stai
1412 6th St.
Menomonie, WI 54751

FROM: Pat Groom

RE: Custom Giant Burke Chair

BCI BURKE "Play That Moves You"

1-#350-1830	Custom Giant Burke Chair	\$4,500.00
	Subtotal Equipment	\$4,500.00
	Project Discount	(\$ 500.00)
	Freight	<u>\$ 500.00</u>
	TOTAL	\$4,500.00

Quote Accepted by: _____ Date: _____

Terms: Net 20
Marking of Private Lines, Site Preparation, Installation & Site Restoration is the responsibility of the customer.
Lead time: 8-12 Weeks Upon Receipt of Order
Quote Effective: **Until 12-01-2024**

21-Oct-24

<u>2024 Claims</u>	<u>Description</u>	<u>Total Invoice</u>	<u>Amt Overdrawn</u>
ACE HARDWARE	STREET SIGNS & MARKINGS SIGN POST BRACKETS	\$7.70	\$7.70
CEDAR CORP	TID #15 ENGINEERING SERVICES, BONGEY/HELLER ROAD ENGINEERING SERVICES, WATER ENGINEERING SERVICES	\$1,290.00	\$1,290.00
COLFAX MESSENGER	GENERAL FUND COUNCIL MINUTES	\$859.60	\$470.53
CRS REPAIR	TREE & BRUSH CONTROL SMALL TOOLS	\$3,615.92	\$3,465.92
DIGGERS HOTLINE	STREET MAINTENANCE DUES	\$413.52	\$101.50
EHLERS	PAYING AGENT SERVICE CHARGE	\$400.00	\$100.00
FASTENAL	STREET SIGNS & MARKINGS SIGN POST BRACKETS	\$76.32	\$76.32
FIELD ENVIRONMENTAL	SOLID WASTE OPERATING EXPENSE LAB CHEMICALS	\$448.50	\$351.76
MANPOWER	TREASURER WAGES	\$890.63	\$890.63
NORTH CENTRAL LABS	SOLID WASTE LAB CHEMICALS	\$134.10	\$37.36
REAL LIVING	HEALTH INSURANCE WELLNESS PROGRAM	\$100.00	\$100.00
STATE OF WI DEPT OF JUSTICE	POLICE CRIMINAL HISTORY CHECK	\$91.00	\$91.00
WIPFLI	AUDIT ACCOUNTING AND AUDITING -WATER, SOLID WASTE, GENERAL FUND, MAIN STREET FIN ASSISTANCE, TID#16, TID#13	\$33,390.00	\$19,657.79
WISCONSIN STATE LAB OF HYGIENE	WATER TREAT LABOR & EXP LAB SERVICES	\$29.00	\$29.00
XCEL ENERGY	SEWER - ELECTRICITY, WATER ELECTRICITY, LEISURE CENTER - ELECTRICITY	\$41,915.39	\$5,677.90

Total \$83,661.68 \$32,347.41

2024 Parking Utility Claims

	<u>Description</u>	<u>Total Invoice</u>
WIPFLI	AUDIT AND ACCOUNTING	\$400.60
CITY OF MENOMONIE	SALES TAX SEPT 24	\$417.42

Parking Total \$818.02

10-17-24

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality Menomonie
License Period 07/01/2024-06/30/2025

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ 200 Class "B" Beer \$ 100
 "Class A" Liquor \$ 500 "Class B" Liquor \$ 500
 "Class A" Liquor (cider only) \$ 0 Reserve "Class B" Liquor \$ 10,000
 "Class C" Liquor (wine only) \$ 100

Fees	
License Fees	\$
Background Check Fee	\$ 10
Publication Fee	\$ 8.50
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) 314 GAS INC			
2. Business Trade Name or DBA FREEDOM MENOMONIE			
3. FEIN 99-2314692		4. Wisconsin Seller's Permit Number 451-1031687965-04	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 4-3-2024	8. Wisconsin DFI Registration Number T108084
9. Premises Address 2020 BROADWAY ST S			
10. City MENOMONIE		11. State WI	12. Zip Code 54751
13. County Dunn	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>MENOMONIE</u>		15. Aldermanic District
16. Premises Phone 763-393-8474	17. Premises Email FREEDOMSTORESINC@GMAIL.COM		18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. STAND ALONE BULDING			
20. Mailing Address (if different from premises address)			
21. City		22. State	23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . Yes No beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No
 6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No
 7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

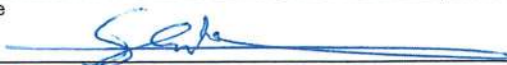
Last Name	First Name	Title	Phone
AWADALLAH	SAED	PRESIDENT	763-393-8474
ZIEHME	KRISTIE	AGENT	715-505-1647

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name AWADALLAH	First Name SAED	M.I.
Title PRESIDENT	Email FREEDOMSTORESINC@GMAIL.COM	Phone 763-393-8474
Signature 		Date 09-11-2024

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) <i>314 Gas INC</i>	
2. Business Trade Name or DBA <i>Freedom Menomonic</i>	
3. Entity Type (check one) <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above. <i>change of ownership</i>	


Part B: Agent Information			
1. Last Name <i>Ziehme</i>	2. First Name <i>Kristie</i>	3. M.I. <i>M</i>	
4. Email <i>KristieZiehme@gmail.com</i>		5. Phone <i>715-505-1647</i>	
6. Home Address <i>309 19th Ave W. Apt. 2</i>			
7. City <i>Menomonie</i>	8. State <i>WI</i>	9. Zip Code <i>54751</i>	10. Age
11. Drivers License/State ID Number <i>Z500-5137-1602-01</i>		12. Drivers License/State ID State of Issuance <i>WI</i>	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Awadallah</i>		First Name <i>Saad</i>	M.I.
Title <i>President</i>	Email <i>freedomstoresinc@gmail.com</i>	Phone <i>763-393-2474</i>	
Signature 		Date <i>9-19-2024</i>	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Ziehme</i>		First Name <i>Kristie</i>	M.I. <i>M</i>
Signature <i>Kristie M Ziehme</i>		Date <i>9/10/24</i>	

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor)	314 Gas INC
2. Business Trade Name or DBA	Freedom Menommonie
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information			
1. Last Name	2. First Name	3. M.I.	
AWADALAH	SAED		
4. Relationship to Business (Title)	5. Email	6. Phone	
PRESIDENT	FREEDOMSTORESINC@GMAIL.COM	763-393-8474	
7. Home Address			
1816 E 34TH ST			
8. City	9. State	10. Zip Code	11. Date of Birth
SCOTTSBLUFF	NE	69361	07/12/1984
12. Drivers License/State ID Number		13. Drivers License/State ID State of Issuance	
H14100273		NE	

Part C: Address History							
1. Do you currently reside in Wisconsin?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Years</td> <td style="width: 50%; text-align: center;">Months</td> </tr> <tr> <td style="text-align: center;">7</td> <td style="text-align: center;">3</td> </tr> </table>	Years	Months	7	3
Years	Months						
7	3						
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1	City	State	Zip Code				
1816 E 34TH ST	SCOTTSBLUFF	NE	69361				
Previous Address 2	City	State	Zip Code				
Previous Address 3	City	State	Zip Code				
Previous Address 4	City	State	Zip Code				
Previous Address 5	City	State	Zip Code				
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
NE	SCOTTS BLUFF						
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History


1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No
 If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No
 If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 09-11-2024
---	--------------------

Alcohol Beverage Individual Questionnaire

Date 9-10-24

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information			
1. Legal Business Name (individual name if sole proprietor) <u>314 Gas INC</u>			
2. Business Trade Name or DBA <u>Freedom Menomonie</u>			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> Nonprofit Organization			

Part B: Individual Information			
1. Last Name <u>Ziehme</u>		2. First Name <u>Kristie</u>	
		3. M.I. <u>M</u>	
4. Relationship to Business (Title)		5. Email <u>Kristieziehme@gmail.com</u>	6. Phone <u>715.505-1647</u>
7. Home Address <u>309 19th Ave W. Apt. 2</u>			
8. City <u>Menomonie</u>		9. State <u>WI</u>	10. Zip Code <u>54751</u>
		11. Date of Birth <u>03.22.1971</u>	
12. Drivers License/State ID Number <u>Z500-5137-1602-01</u>		13. Drivers License/State ID State of Issuance <u>WI</u>	

Part C: Address History			
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			Years <u>44</u>
Months			
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1 <u>3303 Wilson St. Lot A8</u>		City <u>Menomonie</u>	State <u>WI</u>
			Zip Code <u>54751</u>
Previous Address 2 <u>N6338 280th St.</u>		City <u>Menomonie</u>	State <u>WI</u>
			Zip Code <u>54751</u>
Previous Address 3		City	State
			Zip Code
Previous Address 4		City	State
			Zip Code
Previous Address 5		City	State
			Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State <u>WI</u>	County <u>Pierce</u>	State	County
State <u>WI</u>	County <u>Dunn</u>	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No
 If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated <i>Bad Check</i>	Location <i>Kenosha, Dunn, Eau Claire Co.</i>	Conviction Date <i>early 90s</i>
Penalty Imposed		Was sentence completed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>to all</i>
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No
 If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>Kristie Zehme</i>	Date <i>9-16-24</i>
-----------------------------------	------------------------

Date of this notice: 04-04-2024

Employer Identification Number:
99-2314692

Form: SS-4

Number of this notice: CP 575 A

314 GAS INC
1816 E 34TH ST
SCOTTSBLUFF, NE 69361

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-2314692. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	07/31/2024
Form 940	01/31/2025
Form 1120	04/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is 314G. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



State of Wisconsin
Department of Financial Institutions

ARTICLES OF INCORPORATION - STOCK FOR-PROFIT CORPORATION

Executed by the undersigned for the purpose of forming a Wisconsin Stock For-Profit Corporation under Chapter 180 of the Wisconsin Statutes:

- Article 1. **Name of the corporation:**
314 GAS INC.
- Article 2. **The corporation is organized under Ch. 180 of the Wisconsin Statutes.**
- Article 3. **Name and email address of the initial registered agent:**
Saed Awadallah
klinvestmentg@gmail.com
- Article 4. **Street address of the initial registered office:**
314 E Badger ST
WAUPACA, WI 54981
United States of America
- Article 5. **Number of shares of stock the corporation shall be authorized to issue:**
Number of Shares Authorized: 1,000
Class: Common
Series: 1000
Par Value Per Share: \$1.00
- Article 6. **Name and complete address of each incorporator:**
Saed Awadallah
1816 E 34th ST
Scottsbluff, NE 69361
United States of America
- Other provisions (optional). (No other provisions declared.)
- Other Information. **This document was drafted by:**
Saed Awadallah
- Incorporator signature:**
Saed Awadallah

Date & Time of Receipt:

4/3/2024 3:48:23 PM

Order Number:

202404036405734

ARTICLES OF INCORPORATION - Wisconsin Stock For-Profit Corporation (Ch. 180)

--

Filing Fee: \$100.00
Expedite Fee: \$25.00
Total Fee: \$125.00

ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
4/3/2024	

FILED	
	Entity ID Number T108084



WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8902
 MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
 MADISON, WI 53708-8902
 ph: 608-266-2776 fax: 608-224-5761
 email: DORBusinessTax@wisconsin.gov
 website: revenue.wi.gov

Letter ID L1460278064

314 GAS INC
 7053 W 111TH ST UPPR
 WORTH IL 60482-1895

Wisconsin Department of Revenue Seller's Permit

Legal/real name: 314 GAS INC

Business name: FREEDOM MENOMONIE
 2020 BROADWAY ST S
 MENOMONIE WI 54751-3949

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1031687965-04

Payment of Taxes on Liquor/Beer License Transfer

I, David L. Seltzer Name, President & CFO Title, applicant for
a liquor and/or beer license for the premise located at 2020 Broadway St. S. Address Menomonie WI Menomonie WI, have 54751 54751

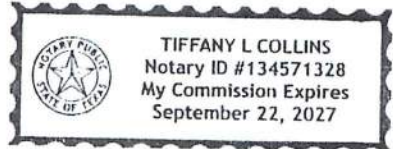
read the provisions in the attached copy of Menomonie Code of Ordinance Section 1-8-2, and
understand that payment of all personal property taxes, special assessments, room taxes, forfeitures
and judgments must be paid before the Office of the City Clerk can issue said license.

[Signature]
Signature of Applicant

9/20/24
Date

Subscribed and sworn to before me this
20th day of September, 2024

TIFFANY L. COLLINS
Notary Public, ~~Dunn~~ Dallas County, State of ~~Wisconsin~~ Texas
My Commission Expires September 22, 2027



Surrender of License

(letter to surrender previous license)

To be filed with the City Clerk at the time a new application is submitted for a change of ownership for any liquor and/or beer establishment.

The Alcohol & Tobacco license for the premise located at
Class of License WI 54751
2020 Broadway St. S Menomonie will be relinquished upon the
Street Address
approval of the application and the issuance of the same type of license for the same
premises to 314 Gas Inc.
License Applicant

There have been no convictions for violations during the current license year, nor are there any pending violations against the present licensee except as follows:

N/A

[Signature]
Signature of Present License Holder

9/20/24
Date

LICENSES – October 21, 2024

LICENSE YEAR – 2024-2025

CLASS “A” BEER LICENSE & “CLASS A” LIQUOR (CIDER ONLY):

314 Gas Inc., dba Freedom Menomonie (Speedway) – 2020 S. Broadway

10-17-24