



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, October 5, 2015**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Proclamation declaring October 11, 2015 as **Daughters of the American Revolution Day** (De Forest)
  - b. Proclamation declaring October 4-10, 2015, as **National Fire Prevention Week** (De Forest)
4. PUBLIC HEARINGS
5. CITIZEN PARTICIPATION
6. CONSENT AGENDA

All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.

- a. Approval of the **Minutes** of the regular meeting of September 21 and the Special Meeting of September 23, 2015 (Stottler)
  - b. Application for **Class “B” Beer and “Class B” Liquor License** for Copper Ivy LLC, d/b/a The Tavern, located at 1567 Madison Road ( Stottler) Refer to ABLCC
  - c. Applications for **“Class A” Liquor Licenses (cider only)** for License Period July 1, 2015- June 30, 2016 (Stottler) Refer to ABLCC
  - d. Resolution awarding Public Works Contract **C15-09, Big Hill Park Path** (Boysen)
  - e. Resolution approving a Residential **Offer to Purchase** the property located at 349 Euclid Avenue, Beloit Wisconsin (Christensen)
  - f. Resolution approving a Commercial **Offer to Purchase** the property located at 715 West Grand Avenue, Beloit Wisconsin (Christensen)
7. ORDINANCES – none
  8. APPOINTMENTS – none
  9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

## 10. CITY MANAGER'S PRESENTATION

- a. Presentation of proposed **2016 Operating, Library, and Capital Improvement Budgets** (Miller) (Budget available for review at [www.beloitwi.gov](http://www.beloitwi.gov))
- b. Schedule **Council Budget Workshop** for 8:00 a.m. on Monday, October 12, 2015, in the Community Room at the Beloit Public Library (Miller)

## 11. REPORTS FROM BOARDS AND CITY OFFICERS

## 12. ADJOURNMENT

\*\* Please note that, upon reasonable notice, at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 364-6680, 100 State Street, Beloit, WI 53511.

Dated: October 1, 2015  
Lorena Rae Stottler  
City Clerk  
City of Beloit  
[www.beloitwi.gov](http://www.beloitwi.gov)

You can watch this meeting live on Charter PEG digital channel 992. Meetings are rebroadcast during the week of the Council meeting on Tuesday at 1:00 p.m.; Thursday at 8:30 a.m.; and Friday at 1:00 p.m.

**WHEREAS**, Sunday, October 11, 2015, marks the 125<sup>th</sup> Anniversary of the founding of the National Society Daughters of the American Revolution®; and

**WHEREAS**, over 930,000 members have been admitted since its founding with the mission of promoting historic preservation, education and patriotism; and

**WHEREAS**, the National Society Daughters of the American Revolution® is one of the world's largest and most active women's service organizations; and

**WHEREAS**, the Beloit Chapter of the National Society Daughters of the American Revolution® was organized in Beloit, Wisconsin on September 4, 1896; and

**WHEREAS**, members of the local chapter promote good citizenship, provide scholarships, and perform community service in an effort to improve the lives of those in the Greater Beloit area.

**NOW THEREFORE**, I, Charles Haynes, Beloit City Council President, do hereby proclaim Sunday, October 11, 2015 as

**Daughters of the American Revolution® Day**

In the City of Beloit, and urge our citizens to recognize the contributions made by members of that vital organization.

Presented this 5<sup>th</sup> day of October, 2015.

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Charles M. Haynes, President  
Beloit City Council

Attest:

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Lorena Rae Stottler, City Clerk

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and home are the locations where people are at greatest risk from fire; and

**WHEREAS**, structure fires killed 3,275 people in the United States in 2014, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 494,000 structure fires; and

**WHEREAS**, working smoke alarms cut the risk of dying in reported home fires in half; and

**WHEREAS**, three out of five home fire deaths result from fires in properties without working smoke alarms; and

**WHEREAS**, in one-fifth of all homes with smoke alarms, none were working, when smoke alarms should have operated but did not do so, it was usually because batteries were missing, disconnected, or dead ; and

**WHEREAS**, residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home and should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

**WHEREAS**, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, our first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education, and the 2015 Fire Prevention Week theme, "**Hear the Beep Where you Sleep. Every Bedroom Needs a Working Smoke Alarm!**" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

**NOW, THEREFORE, THE CITY COUNCIL PRESIDENT OF THE CITY OF БЕЛОIT** does hereby proclaim October 4-10, 2015, as "**Fire Prevention Week**" throughout the City; urges all the people of City of Beloit to test their smoke alarms at least every month by pushing the test button, and supports the many public safety activities and efforts of fire and emergency services.

Presented this 5th day of October 2015.

**BELOIT CITY COUNCIL**

ATTEST:

\_\_\_\_\_  
Charles M. Haynes, President

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk



**PROCEEDINGS OF THE BELOIT CITY COUNCIL**  
**100 State Street, Beloit WI 53511**  
**City Hall Forum – 7:00 p.m.**  
**Tuesday, September 21, 2015**

Presiding: Charles M. Haynes  
Present: Sheila De Forest, Regina Hendrix, Ana Kelly, Chuck Kincaid, David F. Luebke, Marilyn Sloniker  
Absent: None

1. President Haynes called the meeting to order at 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Councilor De Forest presented a proclamation recognizing **Friends of Beckman Mill 25<sup>th</sup> Anniversary**. Several “Friends of Beckman Mill” were present to accept the proclamation and invited the Council and the public to come for a celebration this weekend on Saturday at 1:00pm. File 7148
  - b. Councilor De Forest presented a proclamation recognizing **International Day of Peace** on September 21, 2015. Desiree de Angelisse was present to accept the proclamation. File 7148
4. PUBLIC HEARINGS - None
5. CITIZEN PARTICIPATION
  - Jeff and Cindy Drost, 1619 Grant Street, Beloit addressed the Council with concerns and problems with keeping his family safe from his neighbor’s pit bull. Mr. Drost explained that his wife was attacked by the neighbor’s dog, and that under City Ordinance 15.17, this dog meets the definition of a potentially dangerous animal. It is Mr. Drost’s belief that the owner of this animal is not acting in a responsible manner and would like the City Council to instruct City staff to deem this dog potentially dangerous under the City Ordinance so the appropriate precautions can be taken to keep his family safe. He said he has already been in contact with the City’s Police Department and City Attorney. President Haynes asked City Manager Luther, City Attorney Krueger and Police Chief Zibolski to follow up with this citizen complaint.
  - James Faragher, 2796 E. Ridge Road, Beloit addressed the Council in opposition to the approval of the changes to the City’s Smoking Ordinance (item 8.a). Mr. Faragher is concerned that this is an example of overregulation and believes this decision to move the current restriction of 15 feet from any entrance to 30 feet is more for aesthetics. He also said that he sees a potential for creep on this issue; 30 feet this year, how far next year?
  - Celestino Ruffini, 1736 Gateway Blvd, Beloit introduced himself as the new Executive Director for Visit Beloit and looks forward to a great working relationship.
  - Debbie Fischer, Executive Director for Youth to Youth for Change, addressed the Council in favor of the changes being made to the City’s Smoking Ordinance. She cited the known scientific proof of the dangers of secondhand smoke and said that now we know the research exists, it’s the responsible thing to do. She commended the Council for caring about the residents enough to take this responsible step and said she would like to see future consideration of making Beloit a smoke free campus.
6. CONSENT AGENDA

Councilor De Forest asked to have items 6.b and 6.g set aside from the consent agenda. Councilor Kincaid asked to have item 6.h set aside as well.

Councilors Luebke and Sloniker made a motion to adopt consent Agenda items 6.a and 6.c through 6.f. Motion carried, voice vote.

- a. The Minutes of the regular meeting of September 8, 2015 were approved.
  - c. A resolution approving **Change of Agent** for Walgreens #06096, located at 1901 Prairie Avenue from Jacqueline Shaffer to Julie Punzel was approved. File 8688
  - d. An application for a **Planned Unit Development (PUD)**- Master Land Use Plan, for property located at 1633 Keeler Avenue was referred to Plan Commission. File 8697
  - e. An application for a **Zoning Map Amendment** to change the zoning district classification from PLI, Public Lands & Institutions District to PUD, Planned Unit Development District, for property located at 1633 Keeler Avenue (Kolak Education Ctr.) was referred to Plan Commission. File 8697
  - f. A resolution approving the **Sale of Land** to Wisconsin DOT for Interstate Highway 39/90 Right-of-Way was approved. File 8525
- b. City Clerk Stottler presented a resolution approving **Class "A" Beer License** for Mexico Dominicana Inc., d/b/a Mexico Dominicana, located at 854 Henry Avenue, Angel Rodriguez, Agent. On July 27, 2015, the above agent applied for a Class "A" Beer License for 854 Henry Avenue. Mr. Rodriguez states in his Agent Questionnaire that he is also an Agent on an alcohol license at La Mexicana Food Store in Walworth, WI. Mr. Rodriguez is the owner of this building, and provided proof of a WI Sellers Permit and has filed his corporation with the WI Dept. of Financial Institutions on 9/4/13. The check with the Treasurer's Office shows an outstanding amount due for Personal Property Taxes in the amount of \$271.87.

The Impact Statements for the new application have been approved by Plan Department, Fire Department, Health Department, Wastewater/Environmental Department and Code Enforcement. The Police Department conducted a survey of 96 homes of which 31 were in favor of a beer license, 17 opposed and 48 had no opinion/did not answer the door or was vacant. The Police Department also contacted the Porter Avenue Watch Group which is in favor of Class "A" Beer sales and commented the Merrill Revitalization Group has not been active the last two years. The ABLCC reviewed this new application of Mexico Dominicana, Inc. on September 8, 2015 and voted to 4-1 to recommend approval of this license.

Councilor De Forest explained that she is not in favor of supporting this liquor license for many reasons. One reason is the number of residents opposed to this in their neighborhood. Another reason is that she is concerned that due to the Merrill neighborhood revitalization group not being active may mean that there could be more in opposition, but the voice is not being heard because this group is not together. Prior denials of this license also caused her concern. Councilor Luebke explained that this application is for beer which is different from prior applications. He said he thinks this establishment appears to be an orderly business and he doesn't know how council can deny without a good reason, especially when it comes with a positive recommendation from ABLCC. He said that last month a business down the road was granted a license to sell beer and he couldn't be in favor of granting one and not the other with no apparent reason. President Haynes concurred with the concerns of Councilor De Forest. Councilor Kelly said she goes to this establishment often and has always been satisfied in her experience. She pointed out that many residents showed no objection or were in favor of the license to sell beer and their voice should have equal weight. Councilors Luebke and Kelly made a motion to approve the resolution approving a Class "A" beer license. Motion carried with Hendrix, Kelly, Kincaid, Luebke and Sloniker voting in favor and Councilors De Forest and Haynes voting against. (5-2) File 8688

- g. Public Works Director Boysen presented a Resolution adopting the City's intention to utilize its **Special Assessment** powers for the purpose of extending sanitary sewer to the 5.98 acre parcel at 3155 Prairie Avenue. He said this property is within the city limits and is not currently served. A letter from Jim Hamilton, property owner was received in engineering requesting sewer to his lot at the northeast corner of Prairie Ave and Inman Parkway. The owner is marketing the lot for development and that having sewer service is critical in his marketing strategy. The parcel lies within the City Limits and the 208 sewer service area for the City of Beloit. This resolution will direct the preparation of detailed plans and estimates. A public hearing and final resolution will follow.

Councilors Luebke and De Forest made a motion to approve the resolution as presented. Councilor Kincaid asked who was paying for the special assessment. Attorney Krueger answered that in this case the developer and property owner are the same person. It will be specially assessed against the property and a final resolution will come back at a later date and the council can then decide if they want this assessment paid in full or in installments. City Manager Lori Luther also explained that the stub line is already within 600 feet of the property so this installation is just to attach sewer to that line and will benefit this property only at this time. Motion carried, voice vote, 7-0. File 8698

- h. Public Works Director Boysen presented a Resolution awarding Public Works **Contract for C15-23, Milwaukee Road Concrete Repairs**. The project will replace broken pavement slabs near E. Ridge Road. Two bids were received for this project. The low bid of \$49,484.50 was from CPR Inc. and is 24% less than the engineer's estimate of \$65,000.00. CPR Inc. is considered a responsible bidder for this project. The costs for this project are as follows: \$49,484.50 for construction, \$ 6,515.50 for Change Orders or extra work, for a total of \$56,000.00. Councilors Kincaid and Kelly made a motion to approve the resolution as presented. Motion carried, voice vote, 7-0. File 8699

## 7. LICENSES

- a. City Attorney Elizabeth Krueger presented a resolution Setting Return Date and Authorizing the Issuance of a Summons for an **Alcohol License Sanction Hearing** for HRNS V Entertainment, d/b/a Adiktion, Edgardo Garrido, Agent, located at 1310 Cranston Road. At the August 11, 2015 meeting of the Alcohol Beverage License Control Committee, they voted to recommend a revocation of the license for HRNS V Entertainment, LLC which operates as Club Adiktion, 1310 Cranston Road. The complaint has been formally filed with the City Clerk and the tentative date for the hearing has been set for September 28<sup>th</sup> at 7:00 p.m. if that is the Council's desire. The City is asking at this time to approve a resolution and the issuance of a Summons to be served for them to appear at that date and time to respond to the complaint. Councilors De Forest and Luebke made a motion to approve as presented by Attorney Krueger. Motion carried, voice vote, 7-0. File 8688

## 8. ORDINANCES

- a. City Attorney Krueger presented a proposed Ordinance to create section 16.08(3)(b)3 of the Code of General Ordinances of the City of Beloit pertaining to **Smoking Outside City-Owned Buildings**. This Ordinance uniformly bans smoking within 30 feet of the entrance of any city-owned building. Attorney Krueger said that the request came from the Library Board as a result of patron concerns. This is the second reading and adoption. Councilors Kincaid and De Forest made a motion to approve the Ordinance. Motion carried, voice vote 7-0. File 8253 Ordinance 3559

## 9. APPOINTMENTS

President Haynes announced the openings and submitted the following appointment to City Committees, Boards, and Commissions for approval. Councilors De Forest and Sloniker made a motion to approve the appointments presented. Motion Carried, voice vote, 7-0.

- a. **Park, Recreation & Conservation Advisory Commission:** Incumbents Carl Lange, Carol Mankiewicz, and Anthony Stewart, to terms ending September 30, 2018 and Laurie Endres, as Beloit School District's Representative for the 2015-2016 school year. File 6180
- b. **Traffic Review Committee:** Incumbent Mike Ramsden to a term ending September 30, 2017, Thomas H. Nee, to a term ending September 30, 2017 and Robert C. Norder, for a term ending September 30, 2016. File 7399

## 10. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Hendrix attended the Criminal Justice Coordinating Council (CJCC) as the alternate and found it very informative and is learning a lot. She also attended Beloit – the College and the City and said it was an awesome presentation about how connected we are as a community. She

looks forward to attending the Fruzen Intermediate School dedication on Sunday. She also announced that Beloit College will be putting on a production of Rent and said to save the date for opening weekend of November 12.

- Councilor Sloniker attended the SLATS meeting and received an update on the road construction.
- Councilor Kelly attended the City/College event and found it a great opportunity to recommit.
- Councilor Luebke assisted the Assistant Principal at the High School on September 12<sup>th</sup> as he and Councilor De Forest went out to speak to some truants. This was a unique opportunity as a past employee at the school. He then attended a race relations conference at Central Christian Church. He too attended the City/College event and is excited to see the 'communion' this opportunity brings.
- Councilor De Forest attended the City/College event and is very proud of being a Beloit and college Alum. When the college was founded in 1846, they were always committed to serving all people, including women and people of color, and said that's something to be proud of. She also commented that she is excited about Alliant Energy's development plans for a solar energy farm along the banks of the Rock River besides our natural gas power plant. She attended a picnic as a part of Heritage Days as well as the Welty Environmental Center open house at Big Hill Park. She extended her condolences to the family of T.C. Collins.
- Councilor Kincaid also went to the City/College event and was excited to see the partnership and participation of the City Manager and College President.
- President Haynes did not have a report other than he did not receive an invite to the City/College event.

#### 11. CITY MANAGER'S PRESENTATION – none

#### 12. REPORTS FROM BOARDS AND CITY OFFICERS

- a. City Manager Luther presented a resolution supporting the expansion of the **Riverside Energy Center** located in the Town of Beloit. She explained that before the council is a resolution supporting Alliant Energy's pursuit of an opportunity to provide a \$750 million dollar investment to provide an additional 650 megawatts of power and will supply the power needs of business, industries and up to 500,000 residential homes.

This project is slated to provide 200-300 construction jobs over a two-year period and if approved by the Public Service Commission, construction is slated to begin the summer of 2016 and be completed in early 2019.

City Manager Luther is presenting this resolution to the council in the true spirit of regionalism and cooperation while this project is physically located in the Town of Beloit, Manager Luther said she firmly believes that there is a broader economic impact and we should view this as an opportunity to benefit through cooperation and collaboration as a larger community. She said that the County, the City of Janesville and the Chamber have also supported this project. Councilors Luebke and Sloniker made a motion to approve the resolution. Motion carried, voice vote, 7-0. File 8700

- b. Community Development Director Julie Christensen, presented a resolution authorizing the City Manager to acquire 846 Harrison Avenue from the Rock County Treasurer. She stated that this is an annual occurrence and this year there is \$150,000 in the budget for this purpose.

On January 21, 2003, the Beloit City Council adopted a policy which directed the Community Development Department to work with the Rock County Treasurer to identify properties that are available through tax foreclosure and could be acquired for resale.

Staff has identified one property for purchase and demolition. Similar to the last four years, the City does not have enough money in the property acquisition account to purchase all of the properties going into foreclosure. Given the limited budget, we are focusing our resources on houses that are dilapidated and houses located within the Near Westside target area. Our recommendation is to give the private sector the opportunity to purchase the properties that have rehab potential.

There are no houses on the list which are located in the Near Westside target area and 846 Harrison Avenue is the only property we feel should be purchased by the City for demolition.



Once the house is demolished, we will make the vacant land available for sale. Councilors Sloniker and Hendrix made a motion to approve the resolution as presented. Motion carried, voice vote, 7-0. File 8102

13. Councilors Sloniker and Hendrix made a motion to adjourn the meeting at 7:55 p.m. Motion carried.

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Lorena Rae Stottler, City Clerk

[www.beloitwi.gov](http://www.beloitwi.gov)

Date approved by City Council: October 5, 2015



**PROCEEDINGS OF THE BELOIT CITY COUNCIL  
Special Meeting  
100 State Street, Beloit, WI 53511  
Monday, September 23, 2015**

Presiding: Charles M. Haynes  
Present: Sheila De Forest, Regina D. Hendrix, Chuck Kincaid David Luebke and Marilyn Sloniker  
Absent: Ana Kelly

1. President Haynes called the meeting to order at 5:12 p.m. in the 4<sup>th</sup> Floor City Manager's Conference Room at City Hall.
2. Councilor's Hendrix and De Forest made a motion to adjourn into closed session pursuant to Wis. Stat. §19.85(1) (g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Motion carried 6-0. The Council proceeded into closed session at 5:13p.m.
3. Councilor's Hendrix and De Forest made a motion to adjourn the closed session. Motion carried 6-0. Meeting adjourned at 7:11 p.m.

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Lorena Rae Stottler, City Clerk

[www.beloitwi.gov](http://www.beloitwi.gov)

Date Approved by Council: October 5, 2015

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Application for Class “B” Beer and “Class B” Liquor License for Copper Ivy, LLC d/b/a The Tavern located at 1567 Madison Road, Beloit

**Date:** October 5, 2015

**Presenter(s):** Lorena Rae Stottler

**Department(s):** City Clerk

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**Overview/Background Information: HISTORY:**

The previous Class “B” Beer and “Class B” Liquor License at this location was issued to Sara’s Pub Inc., issued 11/18/09 through 9/ 27/15. On September 25<sup>th</sup> the Clerk’s office received a letter from Sara’s Pub stating that “upon sale of Sara’s Pub, Shpezime Fadilouski surrenders their license to Susan Hudson and Patricia Mitchell.”

**Key Issues (maximum of 5):**

1. On September 25, 2015, Copper Ivy LLC, d/b/a The Tavern, Susan Hudson, Agent, Patricia Mitchell President, applied for a Class “B” Beer and “Class B” Liquor License, for 1567 Madison Road. Ms. Mitchell has been in the bar business for 30+ years and will run the business during the week and Ms. Hudson is the Treasurer/Comptroller for the Village of Brown Deer and will run the business on weekends. Ms. Hudson provided proof of a WI Sellers Permit and the corporation is filed with WI Dept. of Financial Institutions on 9/21/15.
2. The Clerk has received a completed application, an auxiliary questionnaire, the Supplemental Questionnaire for agents, the Schedule for appointment of Agent, a drawing of the store indicating the location of alcohol storage and serving, an application for an operator’s license for Patricia A Mitchell; and has initiated the appropriate steps accordingly.
3. Upon referral, the ABLCC will review this new application of Copper Ivy LLC. At their October 13, 2015 Committee Meeting. If recommended by committee, this license application will come back to the City Council for approval at the October 19<sup>th</sup> regular meeting.

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**Conformance to Strategic Plan:** N/A

**Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):**

- Reduce dependence upon fossil fuels – N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature – N/A
- Reduce dependence on activities that harm life sustaining eco-systems – N/A
- Meet the hierarchy of present and future human needs fairly and efficiently – N/A

**If any of the four criteria are not applicable to your specific policy or program, an N/A should be entered in that space.**

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**Action required/Recommendation:**

Recommend that City Council refer this application to ABLCC committee for consideration and recommendation.

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**Fiscal Note/Budget Impact:**

\$50 Publication Fee paid. The \$500 license fee will be pro-rated for remaining months in licensing period and is due before issuance of license.

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**Attachments:**

Alcohol Beverage Retail License Application, Auxiliary Questionnaires, Schedule for appointment by Corporation or LLC, Letter of Surrender from Sara’s Pub.

**ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION**

Submit to municipal clerk.

For the license period beginning \_\_\_\_\_ 20\_\_\_\_ ;  
 ending \_\_\_\_\_ 20\_\_\_\_

TO THE GOVERNING BODY of the:  Town of } Beloit  
 Village of }  
 City of }

County of Rock Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Copper Ivy LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	Member	Patricia Mitchell	405 Ridgeland Ave	Beloit WI 53511
Vice President/Member	Member	Susan Hudson	2312 Turnberry Ct	Beloit, WI 53571
Secretary/Member				
Treasurer/Member				
Agent		Susan Hudson	2312 Turnberry Ct	Beloit, WI 53571
Directors/Managers				

3. Trade Name The Tavern Business Phone Number \_\_\_\_\_  
 4. Address of Premises 1567 Madison Rd Post Office & Zip Code Beloit, WI 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
 8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 9-21-15 of registration.  
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No  
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar, Outdoor Patio, Cooler (backroom)

10. Legal description (omit if street address is given above): \_\_\_\_\_

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No

(b) If yes, under what name was license issued? Saras Pub

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officers, members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

**SUBSCRIBED AND SWORN TO BEFORE ME**

this 24th day of September  
Jill Kenda-Lubetski  
 (Clerk/Notary Public)  
 My commission expires 11-27-16  
Susan Hudson  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>9-25-15</u>	Date reported to council/board <u>10-25-15</u>	Date provisional license issued <u>N/A</u>	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued <u>N/A</u>	

Applicant's WI Seller's Permit No.: <u>456-102900214402</u> FEIN Number: <u>47-5113348</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	\$

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Hudson		Susan		Louise	
Home Address (street/route)		Post Office	City	State	Zip Code
2312 Turnberry Ct			Beloit	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
608-289-1553				Beloit, WI	

The above named individual provides the following information as a person who is (check one):

Applying for an alcohol beverage license as an individual.

A member of a partnership which is making application for an alcohol beverage license.

Susan Hudson of Copper Ivy LLC  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 51 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee, or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Village of Brown Deer	4800 W Green Brook Dr WI 53223	May 2009	Present
City of Beloit	100 State St, Beloit, WI 53511	February 2002	May 2009

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 25 day of Sept, 20 15

Judith M. Elson  
(Clerk/Notary Public)

Susan Hudson  
(Signature of Named Individual)

My commission expires 8-21-17



Printed on Recycled Paper

Wisconsin Department of Revenue

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Mitchell</u> (first name) <u>Patricia</u> (middle name)	
Home Address (street/route) <u>405 Ridgeland Ave</u>	Post Office City <u>Beloit</u> State <u>WI</u> Zip Code <u>53511</u>
Home Phone Number <u>608-289-4733</u>	Age Date of Birth Place of Birth <u>Wisconsin</u>

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Patricia Mitchell of Copper Ivy LLC  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 57 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Name of individual must list in chronological order last two employers.

Employer's Name <u>Sara's Pub</u>	Employer's Address <u>1567 Madison Rd.</u>	Employed From <u>May '95</u>	To <u>Current</u>
Employer's Name <u>Patti's Road House Pub</u>	Employer's Address <u>2956 Milwaukee Rd.</u>	Employed From <u>Dec '12</u>	To <u>May '15</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 25 day of Sept, 20 15  
Duane A. Elson  
(Clerk/Notary Public)

Patricia Mitchell  
(Signature of Named Individual)

My commission expires 8-21-17



Printed on  
Recycled Paper

Wisconsin Department of Revenue

# SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village  City of Beloit County of Rock

The undersigned duly authorized officer(s)/members/managers of Copper Ivy LLC (registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as The Tavern (trade name)

located at 1967 Madison Rd, Beloit, WI 53511

appoints Susan L Hudson (name of appointed agent) 2312 Turnberry Ct, Beloit, WI 53511 (home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 51 years

Place of residence last year 2312 Turnberry Ct, Beloit, WI 53511

For: Copper Ivy LLC (name of corporation/organization/limited liability company)

By: Susan Hudson (signature of Officer/Member/Manager)

And: \_\_\_\_\_ (signature of Officer/Member/Manager)

### ACCEPTANCE BY AGENT

I, Susan Hudson (print/type agent's name), hereby accept this appointment as agent for the

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Susan Hudson (signature of agent) 09-24-15 (date)

Agent's age \_\_\_\_\_

2312 Turnberry Ct, Beloit, WI 53511 (home address of agent)

Date of birth \_\_\_\_\_

### APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(date) (signature of proper local official) (town chair, village president, police chief)

Original

# SARA'S PUB

1567 MADISON RD

BELOIT, WI 53511

(608) 207-3139

SEP 25 2015 AM 10:56

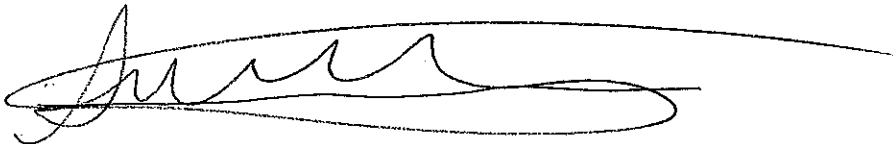
September 25, 2015

To The City of Beloit:

Upon sales of Sara's Pub, I surrender my licenses to Susan Hudson and Patricia Mitchell.

AGENT

SHPEZIME FADILOVSKI





# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Application for “Class A” Liquor CIDER ONLY licenses for existing holders of a Class “A” Beer license.

**Date:** October 5, 2015

**Presenter(s):** Lorena Rae Stottler

**Department(s):** City Clerk

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**Overview/Background Information: HISTORY:**

The attached list of Class “A” Beer licenses are eligible to apply at no cost for the new license now labeled as a “Class A” Liquor CIDER ONLY license in order to stock alcoholic beverages fermented by apple or pear. The 2015-17 Wisconsin State Budget (2015 Act 55) states that “Municipalities shall issue a “Class A” liquor license if both of the following apply:

- The “Class A” Liquor license application is for sales limited to cider, and
- The applicant for a “Class A” liquor license also holds a Class “A” beer license for the same premises”

**Key Issues (maximum of 5):**

1. The Budget provision defines “Cider” to mean any alcohol beverage that is obtained from the fermentation of the juice of apples or pears that contains not less than 0.5 percent alcohol by volume and not more than 7.0 percent alcohol by volume. “Cider” includes flavored, sparkling, and carbonated cider.
2. The Budget provision states that the municipality may not charge any initial issuance fee or annual fee for a “Class A” liquor license issued under this provision.
3. The business needs to apply and be approved via the current licensing process, although we cannot charge for the license. We will charge publication fees as we are required to publish as usual.
4. On August 27<sup>th</sup>, a letter was mailed to all current holders in COB of a Class “A” Beer. To date, 10 have applied. Casey’s #3316, Clark Gas Station, Pilot #289, Rollette Oil #1, Speedway #2086 Speedway #4087 and Speedway #4293, Beloit Mobil, Liberty Mobil. Park Avenue Mart had applied for a Class “A” Beer license that was referred on September 21<sup>st</sup>, this is a supplemental License for Cider Only. It is appropriate to bring them to you collectively for referral to ABLCC. If referred to ABLCC on their Oct 13 regular meeting, they will all return to you with the recommendations at the Oct 19 regular meeting.

---

**Conformance to Strategic Plan:** N/A

**Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):**

- Reduce dependence upon fossil fuels – N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature – N/A
- Reduce dependence on activities that harm life sustaining eco-systems – N/A
- Meet the hierarchy of present and future human needs fairly and efficiently – N/A

**If any of the four criteria are not applicable to your specific policy or program, an N/A should be entered in that space.**

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**Action required/Recommendation:**

Recommend that City Council refer these applications to ABLCC committee for consideration and recommendation.

---

**Fiscal Note/Budget Impact:**

\$25 Publication Fee paid by 7 of the applicants. We were not at first aware of the need to collect so will do so when the licenses are issued.

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**Attachments:**

## **NOTICE**

### **APPLICATIONS FOR “CLASS A” LIQUOR LICENSES (CIDER ONLY)** **2015-2016**

Beloit Mobil – Samra & Singh, Inc. (Harjinder S. Samra, Agent) Business Address: 1902 Shopiere Rd., Home Address: 1985 Pebble Drive

Casey’s General Store #3316 – Casey’s Marketing Company (Nancy Gollmer, Agent) Business Address: 2350 Cranston Rd., Home Address: 135 Sunset Terr., Darlington, WI

Clark Gas Station – Bindi R Inc. (Jay Gravitt, Agent) Business Address: 903 Broad St., Home Address, 424 Prospect St.

Liberty Mobil – S & S Express Mart, Inc. (Harjinder S. Samra, Agent) Business Address: 3001 Milwaukee Road, Home Address: 1985 Pebble Drive

Park Avenue Mart Inc., - Park Avenue Mart, (Harjinder S. Samra, Agent Business Address: 1771 Park Avenue, Home Address: 1985 Pebble Drive (Pending approval of new Class “A” License for Beer)

Pilot Travel Center #289 – Pilot Travel Centers LLC (David Hauck, Agent) Business Address: 3001 Milwaukee Rd., Home Address: 949 Central Ave.

Rollette Oil #1 - Rollette Oil Co., Inc. (Paul R. Simon, Agent) Business Address: 1451 Madison Rd., Home Address: 911 Suffolk Dr., Janesville

Speedway #2086 - Speedway LLC Owned by MPC Investment LLC (Ann M. Edgecomb, Agent) Business Address: 1107 Liberty Ave., Home Address: 2185 Linway Dr.

Speedway #4087 – Speedway LLC Owned by MPC Investment LLC (Susan C. Keough, Agent) Business Address: 2781 Milwaukee Road., Home Address: 825 Carolyn Drive East

Speedway #4293 - Speedway LLC Owned by MPC Investment LLC (Sheryl LaTronico, Agent) Business Address: 2781 Milwaukee Rd., Home Address: 1931 Harrison Ave.



City Clerk • City Hall • 100 State Street • Beloit, WI 53511  
Office: 608/364-6680 • Fax: 608/364-6642 • [www.beloitwi.gov](http://www.beloitwi.gov)

August 27, 2015

Dear Alcohol licensee,

We wanted to provide you with information about a law change in the 2015-17 budget related to "Class A" liquor licenses. **This is a NEW license required to sell "Cider."**

**The budget provision defines "Cider" to mean any alcohol beverage that is obtained from the fermentation of the juice of apples or pears and that contains not less than 0.5 percent alcohol by volume and not more than 7.0 percent alcohol by volume. "Cider" includes flavored, sparkling, and carbonated cider.** Examples of some brands include Angry Orchard, Harpoon, Crispin, etc.

The 2015-17 Wisconsin State Budget (2015 Act 55) provides that municipalities shall issue a "Class A" liquor license if both of the following apply:

- *The "Class A" liquor license application is for sales limited to cider*
- *The applicant for a "Class A" liquor license also holds a Class "A" beer license for the same premises*

The municipality may not charge any initial issuance fee or annual fee for a "Class A" liquor license issued under this provision.

The department of revenue has revised [Form AT-106](#) (original alcohol beverage license application) and [Form AT-115](#) (renewal application) to provide for a CLASS A (cider only) option. **Since you currently hold a Class "A" beer license with the City of Beloit, you are required to make application for the "Class A" liquor license if you will be selling these products in your store.** We've attached the updated liquor form for you to complete and return to our office by mail or in person. We will promptly process your license and mail it to you so there are no compliance issues in your anticipated sale of apple or pear cider as defined by this license. Remember, THERE IS NO FEE FOR THIS LICENSE in 2015.

Please call our office at (608)364-6680 if you have questions or concerns about this letter.

Sincerely,

Lori Stottler  
City Clerk

**RESOLUTION  
AWARDING PUBLIC WORKS CONTRACT C15-09  
Big Hill Bike Path**

**WHEREAS**, on September 24, 2015, four competitive bids were received, the low bid being from Maddrell Excavating, LLC; and

**WHEREAS**, Maddrell Excavating, LLC is a qualified bidder.

**THEREFORE, BE IT RESOLVED** that Public Works Contract C15-09, Big Hill Bike Path, is hereby awarded to Maddrell Excavating, LLC, Monroe, WI, WI, in the following amounts:

Maddrell Excavating, LLC  
W 6886 State Hwy 11  
Monroe, WI, 53566

Base Bid	\$ 331,730.50
<u>Allowance for Change Orders and/or Extra Work</u>	<u>\$ 49,269.50</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 381,000.00</b>

**BE IT FURTHER RESOLVED** that the amount of \$381,000.00 is hereby funded as follows:

P2902624-5511-2014	Big Hill Park Bike Trail	\$ 62,610.00
P2902624-5511-2015	Big Hill Park Bike Trail	\$318,390.00
<b>TOTAL</b>		<b>\$381,000.00</b>

Dated at Beloit, Wisconsin this 5th day of October, 2015.

City Council of the City of Beloit

\_\_\_\_\_  
Charles M. Haynes, President

ATTEST:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Award of Contract C15-09, Big Hill Bike Path

**Date:** October 5, 2015

**Presenter(s):** Greg Boysen P.E., Public Works Director

**Department(s):** Public Works/ Engineering

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**Overview/Background Information:**

This project will build an off road bike path from the lower playground to Big Hill Court.

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**Key Issues (maximum of 5):**

1. Four bids were received for this project. The low bid of \$331,730.50 was from Maddrell Excavating, LLC and is 9.4% more than the engineer's estimate of \$303,104.
2. Maddrell Excavating, LLC is considered a responsible bidder for this project.
3. The costs for this project are as follows: \$331,730.50 for construction, \$ 49,269.50 for Change Orders or extra work, for a total of \$381,000.00.
4. A DNR Grant was received for this project and is included in the City's funds for approximately \$130,000.

---

**Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):**

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**

This project will enhance the quality of life in Beloit by enhancing recreational experiences.

---

**Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):**

- **Reduce dependence upon fossil fuels**  
n/a
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**  
n/a
- **Reduce dependence on activities that harm life sustaining eco-systems**  
n/a
- **Meet the hierarchy of present and future human needs fairly and efficiently**  
Bike paths facilitate exercise.

---

**If any of the four criteria are not applicable to your specific policy or program, an N/A should be entered in that space.**

---

**Action required/Recommendation:**

The Engineering Division recommends awarding this Public Works Contract to Maddrell Excavating, LLC in the amount of \$331,730.50.

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**Fiscal Note/Budget Impact:**

Funding is available in the 2014 and 2015 Capital Improvement Plan.

# CITY OF BELOIT

## DEPARTMENTAL CORRESPONDENCE

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**TO:** Mike Flesch  
**FROM:** Andy Hill, Project Engineer   
**DATE:** September 24, 2015  
**SUBJECT:** Bid Results for Contract C15-09  
Big Hill Bike Path

Pursuant to advertisements placed September 9 and September 16, bids were received until 10:00 AM on September 24 for the Big Hill Bike Path. A tabulation of bids is attached.

Four bids were received for this project as follows:

1. Maddrell Excavating, LLC	\$ 331,730.50	*Low
2. E.N. Hughes Co.	\$ 355,143.40	
3. Corporate Contractors, Inc.	\$ 405,139.45	
4. Rock Road Companies, Inc.	\$ 504,641.11	
Engineer's Estimate	\$ 303,104.00	

Upon review of the Contractor's Proof of Responsibility Statement, Maddrell Excavating is determined to be a responsible bidder.

I recommend that the contract be awarded to Maddrell Excavating, LLC of Monroe, WI. The following is a breakdown of the proposed project cost:

### COSTS

Maddrell Excavating, LLC Base Bid only	\$ 331,730.50
Allowance for Change Orders and/or Extra Work	<u>\$ 49,269.50</u>
<b>TOTAL PROJECT COST</b>	<b><u>\$381,000 .00</u></b>

### PROJECT INFORMATION

This project will build a bike path from the playground, up the hill and through the woods to Big Hill Court.

**Tabulation of Bids  
Big Hill Bike Path**

**9/24/2015**

**Engineer's Estimate**

Item No.	Bid Item Description	Unit	Unit Price	Base
1	Construction Staking	LS	\$6,000.00	\$6,000.00
2	Tree Clearing and Removal	Acre	\$7,506.93	\$21,019.40
3	Excavation Common (unsuitable)	CY	\$20.00	\$19,900.00
4	Excavation Common	CY	\$20.00	\$121,400.00
5	Base Aggregate Dense 1 1/4	Ton	\$14.50	\$30,450.00
6	HMA Pavement Type E-0.3	Ton	\$78.51	\$54,957.00
7	Culvert Pipe Corrugated 24 inch	LF	\$50.00	\$6,400.00
8	Culvert Pipe Corrugated 15 inch	LF	\$50.00	\$1,250.00
9	Apron Endwalls for Culvert Pipe	Each	\$312.50	\$2,500.00
10	Rip Rap Medium	CY	\$45.45	\$999.90
11	Maintenance and Repair of Haul Roads	Each	\$1,000.00	\$1,000.00
12	Mobilization	Each	\$20,000.00	\$20,000.00
13	Erosion Bales	Each	\$12.00	\$540.00
14	Mobilization Erosion Control	Each	\$150.00	\$150.00
15	Mobilizations Emergency Erosion Control	Each	\$300.00	\$600.00
16	Erosion Mat	SY	\$2.00	\$14,154.00
17	Seeding Mix No 70	LB	\$20.00	\$160.00
18	Lawn turf seed	LB	\$6.06	\$0.00
19	Signs per plan, complete assembly	Each	\$100.00	\$300.00
20	Geotextile Fabric Type HR	SY	\$4.98	\$333.66
21	Pavement Marking Epoxy 4-Inch (Yellow)	LF	\$1.00	\$950.00
22	Saw Cut	LF	\$1.82	\$40.04
<b>Total Proposal</b>			<b>\$303,104.00</b>	

**Tabulation of Bids  
Big Hill Bike Path**

**9/24/2015**

**Maddrell Excavating, LLC**

<b>Item No.</b>	<b>Bid Item Description</b>	<b>Unit</b>	<b>Base Bid</b>	<b>Alternate 1</b>	<b>Alternate 2</b>
1	Construction Staking	LS	\$27,400.00	\$4,000.00	\$1,875.00
2	Tree Clearing and Removal	Acre	\$44,800.00	\$4,800.00	\$1,600.00
3	Excavation Common (unsuitable)	CY	\$9,950.00	\$2,630.00	\$680.00
4	Excavation Common	CY	\$60,700.00	\$2,010.00	\$1,000.00
5	Base Aggregate Dense 1 1/4	Ton	\$33,600.00	\$4,480.00	\$1,824.00
6	HMA Pavement Type E-0.3	Ton	\$98,000.00	\$14,000.00	\$5,600.00
7	Culvert Pipe Corrugated 24 inch	LF	\$7,680.00	\$0.00	\$0.00
8	Culvert Pipe Corrugated 15 inch	LF	\$1,425.00	\$0.00	\$0.00
9	Apron Endwalls for Culvert Pipe	Each	\$1,800.00	\$0.00	\$0.00
10	Rip Rap Medium	CY	\$880.00	\$0.00	\$0.00
11	Maintenance and Repair of Haul Roads	Each	\$3,000.00	\$3,000.00	\$3,000.00
12	Mobilization	Each	\$5,000.00	\$5,000.00	\$5,000.00
13	Erosion Bales	Each	\$675.00	\$0.00	\$0.00
14	Mobilization Erosion Control	Each	\$400.00	\$400.00	\$400.00
15	Mobilizations Emergency Erosion Control	Each	\$1,800.00	\$1,800.00	\$1,800.00
16	Erosion Mat	SY	\$21,231.00	\$1,593.00	\$864.00
17	Seeding Mix No 70	LB	\$2,400.00	\$0.00	\$300.00
18	Lawn turf seed	LB	\$0.00	\$1,300.00	\$0.00
19	Signs per plan, complete assembly	Each	\$2,550.00	\$0.00	\$0.00
20	Geotextile Fabric Type HR	SY	\$536.00	\$0.00	\$0.00
21	Pavement Marking Epoxy 4-Inch (Yellow)	LF	\$7,837.50	\$1,072.50	\$495.00
22	Saw Cut	LF	\$66.00	\$66.00	\$36.00
<b>Total Proposal</b>			<b>\$331,730.50</b>	<b>\$46,151.50</b>	<b>\$24,474.00</b>



**Tabulation of Bids  
Big Hill Bike Path**

**9/24/2015**

**E&N Hughes Co, Inc.**

<b>Item No.</b>	<b>Bid Item Description</b>	<b>Unit</b>	<b>Base Bid</b>	<b>Alternate 1</b>	<b>Alternate 2</b>
1	Construction Staking	LS	\$28,864.00	\$3,986.00	\$1,619.00
2	Tree Clearing and Removal	Acre	\$11,270.00	\$1,207.50	\$402.50
3	Excavation Common (unsuitable)	CY	\$21,890.00	\$5,786.00	\$1,496.00
4	Excavation Common	CY	\$94,085.00	\$3,115.50	\$1,550.00
5	Base Aggregate Dense 1 1/4	Ton	\$42,630.00	\$5,684.00	\$2,314.20
6	HMA Pavement Type E-0.3	Ton	\$111,580.00	\$15,940.00	\$6,376.00
7	Culvert Pipe Corrugated 24 inch	LF	\$9,088.00	\$0.00	\$0.00
8	Culvert Pipe Corrugated 15 inch	LF	\$1,475.00	\$0.00	\$0.00
9	Apron Endwalls for Culvert Pipe	Each	\$2,544.00	\$0.00	\$0.00
10	Rip Rap Medium	CY	\$1,870.00	\$0.00	\$0.00
11	Maintenance and Repair of Haul Roads	Each	\$900.00	\$900.00	\$900.00
12	Mobilization	Each	\$4,689.00	\$2,000.00	\$2,000.00
13	Erosion Bales	Each	\$540.00	\$0.00	\$0.00
14	Mobilization Erosion Control	Each	\$150.00	\$150.00	\$150.00
15	Mobilizations Emergency Erosion Control	Each	\$600.00	\$600.00	\$600.00
16	Erosion Mat	SY	\$11,323.20	\$849.60	\$460.80
17	Seeding Mix No 70	LB	\$2,000.00	\$0.00	\$250.00
18	Lawn turf seed	LB	\$0.00	\$600.00	\$0.00
19	Signs per plan, complete assembly	Each	\$435.00	\$0.00	\$0.00
20	Geotextile Fabric Type HR	SY	\$201.00	\$0.00	\$0.00
21	Pavement Marking Epoxy 4-Inch (Yellow)	LF	\$8,930.00	\$1,222.00	\$564.00
22	Saw Cut	LF	\$79.20	\$79.20	\$43.20
<b>Total Proposal</b>			<b>\$355,143.40</b>	<b>\$42,119.80</b>	<b>\$18,725.70</b>

**Tabulation of Bids  
Big Hill Bike Path**

**9/24/2015**

**Corporate Contractors, Inc.**

<b>Item No.</b>	<b>Bid Item Description</b>	<b>Unit</b>	<b>Base Bid</b>	<b>Alternate 1</b>	<b>Alternate 2</b>
1	Construction Staking	LS	\$30,600.00	\$3,990.00	\$1,620.00
2	Tree Clearing and Removal	Acre	\$10,920.00	\$1,170.00	\$390.00
3	Excavation Common (unsuitable)	CY	\$25,870.00	\$6,838.00	\$1,768.00
4	Excavation Common	CY	\$100,155.00	\$3,316.50	\$1,650.00
5	Base Aggregate Dense 1 1/4	Ton	\$43,050.00	\$5,740.00	\$2,337.00
6	HMA Pavement Type E-0.3	Ton	\$108,500.00	\$15,500.00	\$6,200.00
7	Culvert Pipe Corrugated 24 inch	LF	\$8,832.00	\$0.00	\$0.00
8	Culvert Pipe Corrugated 15 inch	LF	\$1,300.00	\$0.00	\$0.00
9	Apron Endwalls for Culvert Pipe	Each	\$4,880.00	\$0.00	\$0.00
10	Rip Rap Medium	CY	\$2,816.00	\$0.00	\$0.00
11	Maintenance and Repair of Haul Roads	Each	\$6,500.00	\$6,500.00	\$6,500.00
12	Mobilization	Each	\$7,335.00	\$7,335.00	\$7,335.00
13	Erosion Bales	Each	\$4,050.00	\$0.00	\$0.00
14	Mobilization Erosion Control	Each	\$600.00	\$600.00	\$600.00
15	Mobilizations Emergency Erosion Control	Each	\$1,200.00	\$1,200.00	\$1,200.00
16	Erosion Mat	SY	\$35,385.00	\$2,655.00	\$1,440.00
17	Seeding Mix No 70	LB	\$2,800.00	\$0.00	\$350.00
18	Lawn turf seed	LB	\$0.00	\$700.00	\$0.00
19	Signs per plan, complete assembly	Each	\$1,005.00	\$0.00	\$0.00
20	Geotextile Fabric Type HR	SY	\$485.75	\$0.00	\$0.00
21	Pavement Marking Epoxy 4-Inch (Yellow)	LF	\$8,787.50	\$1,202.50	\$555.00
22	Saw Cut	LF	\$68.20	\$68.20	\$37.20
<b>Total Proposal</b>			<b>\$405,139.45</b>	<b>\$56,815.20</b>	<b>\$31,982.20</b>

**Tabulation of Bids  
Big Hill Bike Path**

**9/24/2015**

**Rock Road Companies, Inc.**

<b>Item No.</b>	<b>Bid Item Description</b>	<b>Unit</b>	<b>Base Bid</b>	<b>Alternate 1</b>	<b>Alternate 2</b>
1	Construction Staking	LS	\$27,000.00	\$3,800.00	\$1,550.00
2	Tree Clearing and Removal	Acre	\$10,640.00	\$1,140.00	\$380.00
3	Excavation Common (unsuitable)	CY	\$31,840.00	\$8,416.00	\$2,176.00
4	Excavation Common	CY	\$194,240.00	\$6,432.00	\$3,200.00
5	Base Aggregate Dense 1 1/4	Ton	\$65,100.00	\$8,680.00	\$3,534.00
6	HMA Pavement Type E-0.3	Ton	\$94,500.00	\$13,500.00	\$5,400.00
7	Culvert Pipe Corrugated 24 inch	LF	\$8,320.00	\$0.00	\$0.00
8	Culvert Pipe Corrugated 15 inch	LF	\$1,450.00	\$0.00	\$0.00
9	Apron Endwalls for Culvert Pipe	Each	\$3,744.00	\$0.00	\$0.00
10	Rip Rap Medium	CY	\$2,222.00	\$0.00	\$0.00
11	Maintenance and Repair of Haul Roads	Each	\$9,500.00	\$1.00	\$1.00
12	Mobilization	Each	\$12,000.00	\$1,650.00	\$1,650.00
13	Erosion Bales	Each	\$900.00	\$0.00	\$0.00
14	Mobilization Erosion Control	Each	\$364.00	\$364.00	\$364.00
15	Mobilizations Emergency Erosion Control	Each	\$520.00	\$520.00	\$520.00
16	Erosion Mat	SY	\$27,954.15	\$2,097.45	\$1,137.60
17	Seeding Mix No 70	LB	\$5,240.00	\$0.00	\$655.00
18	Lawn turf seed	LB	\$0.00	\$540.88	\$0.00
19	Signs per plan, complete assembly	Each	\$684.00	\$0.00	\$0.00
20	Geotextile Fabric Type HR	SY	\$209.04	\$0.00	\$0.00
21	Pavement Marking Epoxy 4-Inch (Yellow)	LF	\$8,151.00	\$1,115.40	\$514.80
22	Saw Cut	LF	\$62.92	\$62.92	\$34.32
<b>Total Proposal</b>			<b>\$504,641.11</b>	<b>\$48,319.65</b>	<b>\$21,116.72</b>

**RESOLUTION APPROVING A RESIDENTIAL OFFER TO  
PURCHASE THE PROPERTY LOCATED AT  
349 EUCLID AVENUE, BELOIT WISCONSIN**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Offer to Purchase the property at 349 Euclid Avenue, Beloit, WI, be, and it is hereby, approved.

**BE IT FURTHER RESOLVED** that that the City Manager of the City of Beloit be, and is hereby, authorized to execute the Offer to Purchase and to further execute any other documents to implement the terms and conditions thereof, and to do all other things necessary in order to carry out the purposes of this resolution.

Adopted this 5<sup>th</sup> day of October, 2015.

**CITY COUNCIL OF THE CITY OF BELOIT**

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Charles M. Haynes, President

ATTEST:

---

Lorena Rae Stottler, City Clerk

tdh\resolution\349 Euclid Ave=res 150930 (15-1138)

# CITY OF BELOIT



## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Resolution Approving a Residential Offer to Purchase the Property Located at 349 Euclid Avenue

**Date:** October 5, 2015

**Presenter:** Julie Christensen

**Department:** Community Development

---

### Overview/Background Information:

This property was purchased by Bill Wieland in 1998 from the bank. This property has not been occupied in a number of years. This property has been boarded up since 2008.

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### Key Issues (maximum of 5):

1. Bill Wieland has owned this property for many years and has expressed interest in donating this property to the City of Beloit. After discussing this item with City Council at a closed session in May, 2015, City staff drafted the Offer to Purchase to 349 Euclid Avenue. The Offer is contingent upon three conditions: Buyer agreeing to pay all costs of providing evidence of title and all closing costs and fees; final approval of the City Council of the City of Beloit; Buyer paying all unpaid real estate taxes, penalties and interest, and Seller having all personal property removed from the property no later than closing.
  2. The house is vacant and in a state of disrepair. If the acquisition is approved, the City will rehabilitate the structure using NSP and HOME funds and sell it to a low- to moderate-income homeowner. The costs associated with the purchase will be paid using the City's CIP Property Acquisition fund.
  3. This house is located in the Near Westside Neighborhood. The Community Development Department is interested in targeted our grant resources, as much as possible, in the 300-500 blocks of Kenwood, Vernon, Highland, and Euclid. The attached Location Map shows the subject property and the Near Westside target area.
  4. The attached photos show the property in 2005 before it was boarded up and then in 2014, since it has been boarded up. We believe this property has a great deal of potential and the purchase and rehab of this property would improve the neighborhood.
- 

### Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

Approval of this project would conform with Goal #5's stated purpose of applying sound, sustainable practices to promote a high quality community through historic preservation, community revitalization and new development.

---

**Sustainability** (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- **Reduce dependence upon fossil fuels** N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** N/A

**Meet the hierarchy of present and future human needs fairly and efficiently** The acquisition of the property would improve the neighborhood by removing a boarded up structure and replacing it with a newly remodeled house.

**If any of the four criteria are not applicable to your specific policy or program, an N/A should be entered in that space**

---

### Action required/Recommendation:

Recommendation to Council to approve resolution authorizing City Manager to execute the Offer to Purchase.

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### Fiscal Note/Budget Impact:

Funds are available in the CIP Acquisition account and the NSP and HOME grant programs to acquire and rehabilitate this house.

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### Attachments:

Location Map; Photos; Offer to Purchase

# Location Map

349 Euclid Avenue



Map prepared by: Julie Christensen  
Date: September 2015  
For: Community Development Dept.  
Date of Aerial Photography: March 2011

COMMUNITY DEVELOPMENT DEPARTMENT

PHOTOS OF 349 EUCLID AVENUE



**WB-11 RESIDENTIAL OFFER TO PURCHASE**

Attorney

1 **LICENSEE DRAFTING THIS OFFER ON** August 22, 2015 **[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, \_\_\_\_\_ City of Beloit \_\_\_\_\_

4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 349 Euclid Avenue  
5 \_\_\_\_\_ in the City \_\_\_\_\_

6 of \_\_\_\_\_ Beloit \_\_\_\_\_, County of \_\_\_\_\_ Rock \_\_\_\_\_ Wisconsin (insert additional  
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ **PURCHASE PRICE:** \_\_\_\_\_ One and no/100 \_\_\_\_\_  
9 \_\_\_\_\_ Dollars (\$ 1.00 \_\_\_\_\_).

10 ■ **EARNEST MONEY** of \$ N/A \_\_\_\_\_ accompanies this Offer and earnest money of \$ N/A  
11 will be mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or  
12 \_\_\_\_\_.

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  
15 the date of this Offer not excluded at lines 17-18, and the following additional items: \_\_\_\_\_  
16 \_\_\_\_\_.

17 ■ **NOT INCLUDED IN PURCHASE PRICE:** \_\_\_\_\_  
18 \_\_\_\_\_.

19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented  
20 and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are  
22 included/excluded.**

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

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

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
28 or before \_\_\_\_\_ October 6, 2015 \_\_\_\_\_. Seller may keep the Property on the  
29 market and accept secondary offers after binding acceptance of this Offer.

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

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

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

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

38 Seller's recipient for delivery (optional): \_\_\_\_\_

39 Buyer's recipient for delivery (optional): Elizabeth A. Krueger, City Attorney \_\_\_\_\_

40  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_ Buyer: ( 608 \_\_\_\_\_ ) 364-6718 \_\_\_\_\_

42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for  
44 delivery to the Party's delivery address at line 47 or 48.

45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: \_\_\_\_\_

48 Delivery address for Buyer: City Attorney's Office, 100 State Street, Beloit, WI 53511 \_\_\_\_\_

49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): \_\_\_\_\_

54 E-Mail address for Buyer (optional): kruegere@beloitwi.gov \_\_\_\_\_

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



57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in  
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,  
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

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

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

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in  
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,  
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether  
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused  
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,  
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
- 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances  
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect  
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the  
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related  
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to  
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than October 31, 2015  
117 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**  
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:  
124  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
126 APPLIES IF NO BOX IS CHECKED)

127  Current assessment times current mill rate (current means as of the date of closing)  
128  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)  
130  \_\_\_\_\_.

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

135  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
136 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  
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
142 (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_  
143 \_\_\_\_\_ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (~~is~~) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization  
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (~~Seller~~) **STRIKE ONE** ("Buyer" if neither is stricken) shall  
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for  
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to  
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been  
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The  
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the  
153 contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does  
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of  
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission  
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's  
161 Real Estate Condition Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer  
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
163 \_\_\_\_\_

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
166 \_\_\_\_\_  
167 \_\_\_\_\_  
168 \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_  
171 \_\_\_\_\_  
172 \_\_\_\_\_

**173 DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
181 closing, expire at midnight of that day.

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

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric  
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached  
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached  
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-  
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent  
193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building  
201 or room dimensions, if material.**

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

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
208 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,  
209 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  
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
215 be held in trust for the sole purpose of restoring the Property.

**IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.**

216

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

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

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

229  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest  
230 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per  
231 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal  
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines  
234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**  
239 **Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan**  
240 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**  
241 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**  
242 **unacceptability.**

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

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this  
248 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  
249 commitment.

250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
254 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  
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

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

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

281 If Buyer defaults, Seller may:

282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
284 damages.

285 If Seller defaults, Buyer may:

286 (1) sue for specific performance; or

287 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

304  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
305 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written  
307 waiver of the Closing of Buyer's Property Contingency and \_\_\_\_\_  
308 \_\_\_\_\_

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**  
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_ hours of Buyer's Actual  
311 Receipt of said notice, this Offer shall be null and void.

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

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

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

325 **TITLE EVIDENCE**

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

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

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

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

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (~~Seller's~~ Buyer's)  
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after  
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to  
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,  
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
352 exceptions, as appropriate.

353 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to  
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the  
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
359 merchantable title to Buyer.

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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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

410  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This  
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses  
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party  
413 performing an inspection of \_\_\_\_\_

414 \_\_\_\_\_ (list any Property component(s) to be separately inspected, e.g.,  
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be  
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting  
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed  
418 by a qualified independent inspector or independent qualified third party.

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

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

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

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the  
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If  
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and  
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
432 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  
433 or (b) Seller does not timely deliver the written notice of election to cure.

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

435 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 436 1. Offer is contingent upon final approval of the Beloit City Council.
- 437 2. Unpaid real estate taxes, penalties and interest shall be paid by the Buyer.
- 438 3. Seller shall have all personal property removed from the property no later than closing. Any property left after closing  
439 will be discarded at the discretion of the Buyer.
- 440 4. Buyer shall pay all costs of providing evidence of title and shall pay all closing costs and fees.

443 This Offer was drafted by [Licensee and Firm] Elizabeth A, Krueger, City Attorney

444 \_\_\_\_\_ on \_\_\_\_\_.

445 (x) \_\_\_\_\_

446 Buyer's Signature ▲ Print Name Here ► CITY OF BELOIT, by Lori S. Curtis Luther City Manager Date ▲ \_\_\_\_\_

447 (x) \_\_\_\_\_

448 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

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

450 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

455 (x) *William H Wieland* 9-30-15

456 Seller's Signature ▲ Print Name Here ► William H Wieland Date ▲ \_\_\_\_\_

457 (x) \_\_\_\_\_

458 Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

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

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

461 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

462 Seller Initials ▲ Date ▲ \_\_\_\_\_ Seller Initials ▲ Date ▲ \_\_\_\_\_



**RESOLUTION APPROVING A COMMERCIAL OFFER TO  
PURCHASE THE PROPERTY LOCATED AT  
715 W. GRAND AVENUE, БЕLOIT WISCONSIN**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Offer to Purchase the property at 715 W. Grand Avenue, Beloit, WI, be, and it is hereby, approved.

**BE IT FURTHER RESOLVED** that that the City Manager of the City of Beloit be, and is hereby, authorized to execute the Offer to Purchase and to further execute any other documents to implement the terms and conditions thereof, and to do all other things necessary in order to carry out the purposes of this resolution.

Adopted this 5<sup>th</sup> day of October, 2015.

**CITY COUNCIL OF THE CITY OF БЕLOIT**

\_\_\_\_\_  
Charles M. Haynes, President

ATTEST:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk

tdh\resolution\715 West Grand Ave=res 150930 (15-1139)

# CITY OF BELOIT



## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Resolution Approving a Residential Offer to Purchase the Property Located at 715 W Grand Avenue

**Date:** October 5, 2015

**Presenter:** Julie Christensen

**Department:** Community Development

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### Overview/Background Information:

This property was purchased by Bill Wieland in 1999 from Rock County. This property has not been occupied in a number of years. This property has been a subject of code enforcement action over the past several years.

---

### Key Issues (maximum of 5):

1. Bill Wieland has owned this property for many years and has expressed interest in donating this property to the City of Beloit. After discussing this item with City Council at a closed session in May, 2015, City staff drafted the Offer to Purchase 715 W Grand Avenue. The Offer is contingent upon three conditions: Buyer agreeing to pay all costs of providing evidence of title and all closing costs and fees; final approval of the City Council of the City of Beloit; Buyer paying all unpaid real estate taxes, penalties and interest, and Seller having all personal property removed from the property no later than closing.
  2. This commercial property has not been occupied in a number of years and is blighted. The property owner gave the City access to this property earlier this year, and the Building Officials and a Structural Engineer have determined that significant work would have to be completed on this property for it to be re-occupied. It has serious structural issues and has been declared unfit for human habitation. City staff believes that the best course of action for this property is to demolish the building and restore the property to grass. If the acquisition is approved, the City will demolish the property and attempt to sell the property to an adjacent property owner.
  3. The removal of this blighted building will also improve the visibility at the intersection of Brooks Street and W Grand Avenue.
  4. This house is located in the Near Westside Neighborhood near Hackett School. The Location Map shows the location of the subject property and Hackett Elementary School. The area would be greatly improved by demolishing this structure.
  5. Attached to this report are photos of the building.
- 

### Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

Approval of this project would conform with Goal #5's stated purpose of applying sound, sustainable practices to promote a high quality community through historic preservation, community revitalization and new development.

---

**Sustainability** (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- **Reduce dependence upon fossil fuels** N/A
  - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** N/A
  - **Reduce dependence on activities that harm life sustaining eco-systems** N/A
- Meet the hierarchy of present and future human needs fairly and efficiently** The acquisition of the property would improve the neighborhood by removing a blighted structure.

If any of the four criteria are not applicable to your specific policy or program, an N/A should be entered in that space

---

### Action required/Recommendation:

Recommendation to Council to approve resolution authorizing City Manager to execute the Offer to Purchase.

---

### Fiscal Note/Budget Impact:

Funds are available in the CIP Acquisition account to acquire this property.

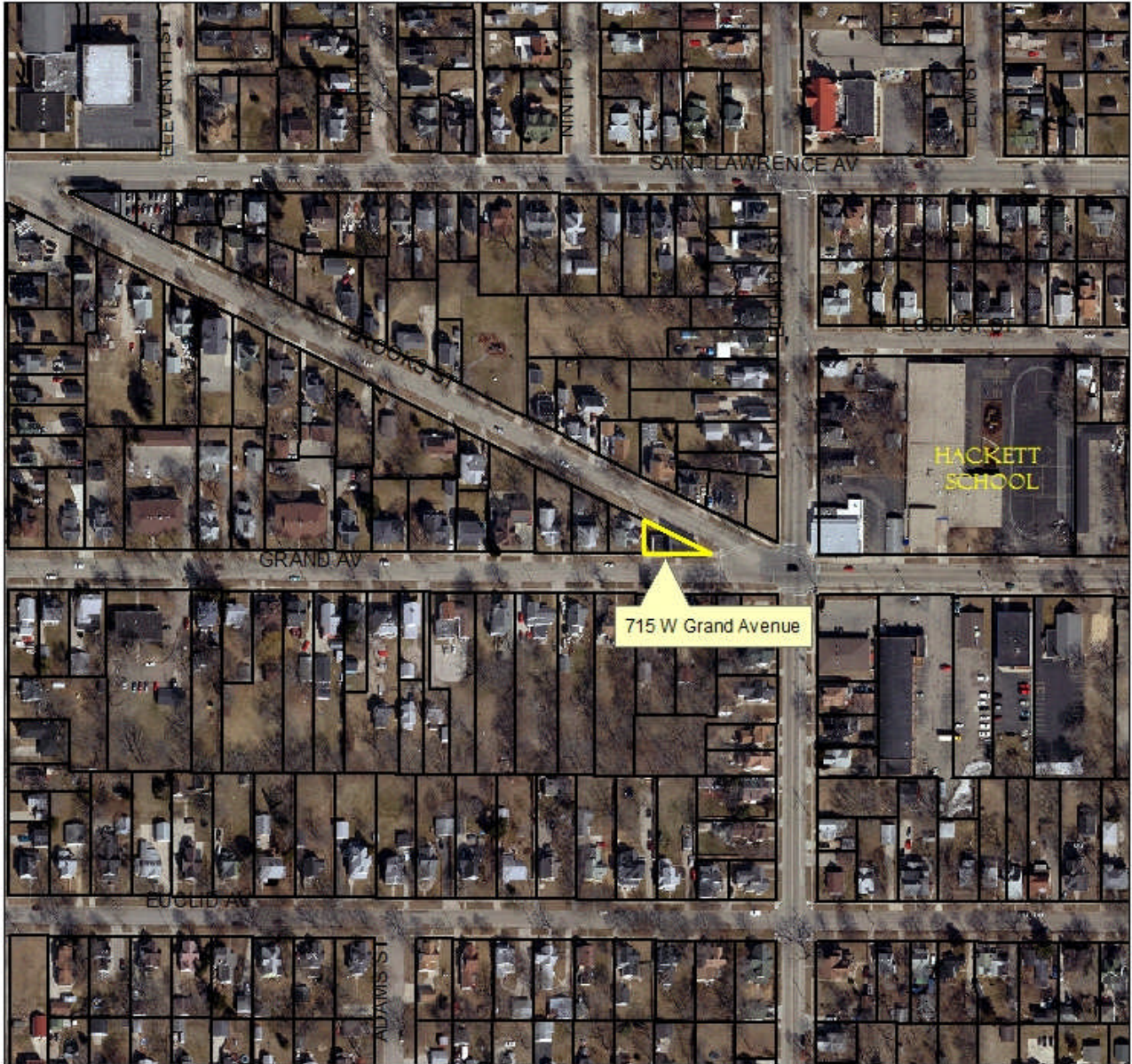
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### Attachments:

Location Map; Photos; Offer to Purchase

# Location Map

715 W Grand Avenue



Map prepared by: Julie Christensen  
Date: September 2015  
For: Community Development Dept.  
Date of Aerial Photography: March 2011

COMMUNITY DEVELOPMENT DEPARTMENT

PHOTOS OF 715 W GRAND AVENUE



**WB-15 COMMERCIAL OFFER TO PURCHASE**

Attorney

1 **LICENSEE DRAFTING THIS OFFER ON** August 22, 2015 [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, City of Beloit

4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 715 W. Grand Avenue

5 \_\_\_\_\_ in the City

6 of Beloit, County of Rock, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ **PURCHASE PRICE:** One and no/100

9 \_\_\_\_\_ Dollars (\$ 1.00).

10 ■ **EARNEST MONEY** of \$ 0 accompanies this Offer and earnest money of \$ 0 will be

11 mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or

12 \_\_\_\_\_.

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 date of this Offer

15 not excluded at lines 20-22, and the following additional items: \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18 All personal property included in purchase price will be transferred by bill of sale or \_\_\_\_\_

19 \_\_\_\_\_

20 ■ **NOT INCLUDED IN PURCHASE PRICE:** \_\_\_\_\_

21 \_\_\_\_\_

22 \_\_\_\_\_

23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**

24 **by Seller or which are rented and will continue to be owned by the lessor.**

25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

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

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**

28 **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 or before

30 October 6, 2015. Seller may keep the Property on the market and accept

31 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 OFFER ONLY IF

34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a

36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

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

38 Seller's recipient for delivery (optional): \_\_\_\_\_

39 Buyer's recipient for delivery (optional): Elizabeth A. Krueger, City Attorney, 100 State Street, Beloit, WI 53511

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

41 Seller: (608) 364-6718 Buyer: (\_\_\_\_\_) \_\_\_\_\_

42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery

43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at

44 line 47 or 48.

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

46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: \_\_\_\_\_

48 Delivery address for Buyer: City Attorney's Office, 100 State Street, Beloit WI 53511

49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a

50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,

51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): \_\_\_\_\_

54 E-Mail address for Buyer (optional): kruegere@beloitwi.gov

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge  
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated \_\_\_\_\_  
59 and Real Estate Condition Report, if applicable, dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer  
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and  
61 \_\_\_\_\_

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**  
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**  
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**  
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than October 31, 2015  
68 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 75  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as  
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77  Current assessment times current mill rate (current means as of the date of closing)
- 78  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if  
79 known, multiplied by current mill rate (current means as of the date of closing)
- 80  **Buyer shall pay all real estate taxes for 2015.**

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

84  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for  
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill  
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax  
87 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real  
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115  
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all  
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.  
92 Occupancy shall be given subject to tenant's rights, if any.

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

96 \_\_\_\_\_ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97  **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_\_\_ days before closing, estoppel letters dated within  
98 \_\_\_\_\_ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security  
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.  
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all  
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at  
103 closing.

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

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

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_

110 \_\_\_\_\_  
111 \_\_\_\_\_  
112 \_\_\_\_\_  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_

116  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_  
117 \_\_\_\_\_  
118 \_\_\_\_\_ [insert proposed use and type and size of building, if applicable; e.g.

119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed  
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be  
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at  
124 (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and  
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly  
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if neither is stricken) expense,  
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting  
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:  
130 \_\_\_\_\_

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase  
132 the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this Offer.

133  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's)  
134  **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if neither is stricken)  
136 expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;  other \_\_\_\_\_  
137 \_\_\_\_\_  **CHECK ALL THAT APPLY**, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which  
139 significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance.

140  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  **STRIKE ONE** ("Seller providing" if neither is  
141 stricken) a \_\_\_\_\_ survey (ALTA/ACSM Land Title Survey if survey type is not  
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within \_\_\_\_\_ days of  
143 acceptance, at (Buyer's) (Seller's)  **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
144 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon  
145 the Property, the location of improvements, if any, and: \_\_\_\_\_

146 \_\_\_\_\_  **STRIKE AND COMPLETE AS APPLICABLE** Additional map features  
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and  
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

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

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for  
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information  
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions  
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and  
156 void.

157  **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within  
158 \_\_\_\_\_ days of acceptance:  **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

159  Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with  
161 representations made prior to and in this Offer.

162  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear  
163 of all liens, other than liens to be released prior to or at closing.

164  Rent roll.

165  Other \_\_\_\_\_  
166 \_\_\_\_\_

167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site  
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and  
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment  
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and  
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals  
173 and any reproductions) to Seller if this Offer is terminated.

174  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of  
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

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

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

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including  
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water  
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,  
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose  
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county  
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland  
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared  
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or  
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment  
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation  
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable  
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
222 midnight of that day.

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

226 **(Definitions Continued on page 6)**



**IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.**

227

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

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

238  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.  
239  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest rate shall be  
240 fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per year. The maximum  
241 interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal and interest may be adjusted to  
242 reflect interest changes.

243 **If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286**  
244 **or in an addendum attached per line 479.**

245 **NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that**  
246 **purpose.**

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to  
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to  
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that**  
250 **delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,**  
251 **after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**  
252 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

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

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

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

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

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

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

277 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 278 1. Offer is contingent upon final approval of the Beloit City Council.  
279 2. Buyer shall pay all costs of providing evidence of title and shall pay all closing costs and fees.  
280 3. Seller shall have all personal property removed from the property no later than closing. Any property left after  
281 closing shall become the property of the Buyer and shall be disposed of at the discretion of the Buyer.  
282 4. Unpaid real estate taxes, penalties and interest shall be paid the by the Buyer.

283 \_\_\_\_\_  
284 \_\_\_\_\_  
285 \_\_\_\_\_  
286 \_\_\_\_\_

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")(see lines 379-395)  
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a  
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and  
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property  
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if  
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated  
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information  
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally  
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),  
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**  
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**  
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**  
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be  
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,  
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs  
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central  
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground  
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on  
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

318 **EARNEST MONEY**

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

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

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

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

**TITLE EVIDENCE**

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

347 \_\_\_\_\_  
348 \_\_\_\_\_ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

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

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ (Buyer's) **STRIKE ONE** ("Seller's" if  
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance  
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue  
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for  
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance  
362 commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the  
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which  
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

379  **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of  
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**  
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also  
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the  
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of  
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer  
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance,  
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site  
388 Assessment report to which Buyer objects (Notice of Defects).

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

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

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

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

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

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

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

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

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the  
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

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

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

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square  
417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless  
418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**  
420 **decision to purchase.**

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

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

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the  
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at  
436 (608) 240-5830.

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

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

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

450  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon  
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon  
452 a qualified independent inspector or qualified independent third party performing an inspection of \_\_\_\_\_

453 \_\_\_\_\_ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which  
454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections  
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.  
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual  
460 knowledge or written notice before signing the Offer.

461  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance,  
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer  
463 objects (Notice of Defects).

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

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

471  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at  
472 \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts a bona fide secondary offer,  
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property  
474 Contingency and \_\_\_\_\_

475 \_\_\_\_\_  
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**  
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_\_ hours of Buyer's Actual Receipt of said notice, this Offer shall be  
478 null and void.

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

480 This Offer was drafted by [Licensee and Firm] Elizabeth A, Krueger, City Attorney

481 \_\_\_\_\_ on August 22, 2015

482 Buyer Entity Name (if any): City of Beloit

483 (x) \_\_\_\_\_

484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► CITY OF BELOIT by Lori S. Curtis Luther, City Manager Date ▲ \_\_\_\_\_

485 (x) \_\_\_\_\_

486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

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

488 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

492 Seller Entity Name (if any): \_\_\_\_\_

493 (x) \_\_\_\_\_ William H. Wieland 9/30/15

494 Seller's/Authorized Signature ▲ Print Name/Title Here ► William H. Wieland Date ▲ \_\_\_\_\_

495 (x) \_\_\_\_\_

496 Seller's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

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

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

499 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

500 Seller Initials ▲ Date▲ Seller Initials ▲ Date▲