

**Village of Cambridge
Board of Trustees
Tuesday, February 8, 2022
6:30 p.m.**

Due to the increase in COVID 19 cases in Dane County, we are returning to Virtual Meetings. You will be able to join the meeting any time after 6:20 p.m. Members of the Village Board and the public may attend by:

Join Zoom Meeting

<https://zoom.us/j/99023441836?pwd=SW1scUlaN0FSZUNJNCtIWkF0Mi82QT09>

Meeting ID: 990 2344 1836

Passcode: 505573

One tap mobile

+16465588656,,99023441836#,,,,*505573# US (New York)

+13017158592,,99023441836#,,,,*505573# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 990 2344 1836

Passcode: 505573

Find your local number: <https://zoom.us/u/abKPmLqo8H>

REVISED Village Board Agenda

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Proof of Posting

4. Public Appearances:

5. Approval of Consent Agenda:

- a. Village Board Minutes: January 25, 2022
- b. Personnel Committee: February 1, 2022
- c. Sub Committee on Legal RFPs: January 25, 2022
- d. Public Works Committee: January 26, 2022
- e. Economic Development: January 26, 2022

6. Reports:

- a. Presidents Report-Memorial Day Parade
- b. Village Office Updates: Administrator/Clerk Moen

7. Bills

8. New Business:

- a. Discussion and Possible Action Regarding Impact Environmental Corridor- Buffer Setbacks Jason Lietha with Ruekert & Mielke
- b. Discussion and Possible Action Regarding Vacant Court Clerk Position

- c. Discussion and Possible Action Regarding Appointments of Acting Superintendents of Streets and Parks and Acting Superintendent of Water and Sewer.
- d. Discussion and Possible Action Regarding Telephones for Public Works Employees and Administrator: Recommendation from Public Works Committee
- e. Discussion and Possible Action Regarding Email Addresses for Public Works Employees: Recommendation for Public Works Committee

9. Unfinished Business:

- a. Discussion and possible Action Regarding-Amending Section 12.24.010 of the Village of Cambridge Ordinances regarding excavation of streets, alleys public ways and grounds. Ordinance No 2022-01
- b. Discussion and possible Action regarding-establishing permit fees and bond amounts for construction within and public street, public alley, public way, public ground, public sidewalk, or village owned easements - Resolution No 2022-01
- c. Discussion and possible Action regarding Construction Permit in the Public Right of way § 12.24.010
- d. Discussion and possible Action regarding Resolution No 2022-02-Building Inspection 2022 Fee Schedule
- e. Discussion and Possible Action Regarding Sale of Village Land to Kris and Nadine Breunig: Recommendation from Economic Development Committee

10. Correspondence:

11. Upcoming Meetings: February 9, Library Board; February 14, Plan Commission; February 15, Water and Sewer; February 22, Village Board; February 24, Economic Development.

12. Questions, Referrals to Staff or Future Agenda Items:

- a. Tree Ordinances
- b. Tree Policies
- c. Public Comments regarding the Vineyards Subdivision Stormwater Issues: February 22
- d. Dane County Supervisor Kate McGinnity Update: February 22
- e. Presentation from Jerry Deschane, Executive Director League of Wisconsin Municipalities: February 22

13. Adjournment

Chrissie Brynwood, Treasurer Deputy Administrator/Deputy Clerk

1) Persons needing special accommodations should call 608-423-3712 at least 24 hours prior to the meeting.

2) More specific information about agenda items may be obtained by calling 608- 423-3712.

3) Final Village Board agendas are typically posted by 4 PM on the Friday preceding the regular meeting at the Amundson Community Center, Cambridge Post Office and Hometown Bank and Village of Cambridge Web site at www.ci.cambridge.wi.us.

Please note: Agenda revised on Monday, February 7, 2022. Items added: 8 d and e; 9 e; 12 c, d and e.

**Village of Cambridge Board of Trustees
Amundson Community Center, Community Room
200 Spring Street
Tuesday, January 25, 2022, 6:30 p.m.**

Due to the increase of Covid 19 cases in Dane County, we are returning to virtual meetings. You will be able to join the meeting any time after 6:20 p.m. Members of the Village Board and the public may attend by Zoom Meeting.

Village Board Minutes

- 1. Call to Order/Roll Call:** President McNally called the meeting to order at 6:30 p.m. Members present: Trustees Kumbier, Wittwer, Franklin, Rose, Galler, Schaefer Weiss and President McNally. Others present: Lisa Moen, Administrator; Chrissie Brynwood, Treasurer; Kris Breunig; Blake Sollenberger; Andrea Masotti; Tim Phelps & Brenda Newman; Mike Reiber, Sean Dotson, Nick Maas, Dancing Goat; Jane Landretti; Stafford Rosenbaum; Brian Roemer, Ehlers; Jason Tuggle, Dane County; Mary Gjeramo; Karen Saemann, Cambridge News; Frank Peregrine; Becky Borchard; Kayla Sipple South Central Landscape; Steve Kraus.
- 2. Pledge of Allegiance**
- 3. Proof of Posting:** The agenda was posted in the upper and lower levels of the Amundson Community Center, Cambridge Post Office, Hometown Bank, and the Village Website.
- 4. Public Appearances:**
 - 1) Tim Phelps and Brenda Newman, 716 Kenseth Way, questioned about attorney if Village obtains different legal counsel will issues have to start all over. Administrator Moen stated it is on the agenda for discussion further in this meeting.
 - 2) Kayla Sipple, South Central Landscape mentioned the Village website is not showing the meeting minutes and agendas at this time. Treasurer Brynwood explained for some reason on the page to access the meeting minutes has a lot of blue space that needs to be removed, but if you scroll all the way down you will see the minutes etc.
- 5. Approval of Consent Agenda:**
 - a. Village Board Minutes: January 11, 2022
 - b. Water and Sewer Committee: January 18, 2022

Trustee Galler made a motion to approve the consent agenda with grammatical errors corrected, seconded by Trustee Wittwer. Motion carried. Director Breunig pointed out that another mistake was made in typing in the referendum section of the January 11, 2022 minutes, which has been corrected.

- 6. Reports:**
 - a. **Presidents Report:** President McNally wanted to give thanks to the lights that were placed at the ice-skating rink. Administrator Moen stated Tod and Bruce from the public works department did a great job.
 - b. **Library Board January 12, 2022** Trustee Schaefer Weiss mentioned the board met and reviewed several things.
 - c. **Administrator/Clerk Moen** stated a lot of year end reports, a lot of meetings very busy in the office. President McNally asked for comments from Trustee's only at this time.

7. Bills

- a. **Current bills:** Treasurer Brynwood stated the 1st Round of checks were in the amount of \$144,727.18 and the second round of \$ 11,985.24 totaling \$156,712.42.

Trustee Wittwer made a motion to approve the bills, seconded by Trustee Rose. Motion Carried on a roll call vote.

8. New Business:

- a. Discussion and Possible Action Regarding TIF Feasibility Study – Westgate Partners Administrator Moen explained that Todd Schultz and Mike Huerl from Westgate Partners as well as Brian Roemers from Ehlers to discuss creating a TIF. This could be partnered with the existing TIF. Awaiting final word from DOT. Westgate is willing to pay for the Feasibility Study as well as the Ehlers costs for this.

Trustee Franklin made a motion to have Ehlers move forward with the Feasibility Study, seconded by Trustee Kumbier. Motion carried.

- b. Discussion and Possible Action Regarding Approval for Borrowing for Recently Purchased Equipment – Plow Truck, Leaf Vac and F650.

Trustee Kumbier made a motion to approve the borrowing for the recently purchased equipment, seconded by Trustee Schaefer Weiss. Motion carried.

- c. Discussion and Possible Action Regarding Cable Commission Membership. Looking for member need two members at this point, and a citizen member has moved out of the village. Cable guy Gary is looking to update his cable equipment, so he is requesting a few meetings. Trustee Franklin is willing to serve as well as Trustee Kumbier.

Trustee Galler made a motion to add Trustees Franklin and Kumbier to the Cable Committee, seconded by Trustee Schaefer Weiss. Motion carried.

9. Unfinished Business:

- a. Stormwater Management Update: Jason Tuggle, Dane County. Gave an update on erosion control. President McNally asked for any questions from the Trustees. Concerns can be emailed to Jason Tuggle. Tuggle.jason@danecounty.com.
- b. Discussion and Possible Action Regarding Proposed Real Estate Transaction Agreement Relating to Easements for Bike Trail-This real estate transaction is basically swapping out easements with no unrelated conditions exist. Administrator Moen stated the board is needing to approve to send this out to the parties involved

Trustee Galler made a motion to make this real estate offer to the parties involved, seconded by Trustee Kumbier. Motion carried.

- c. Discussion and Possible Action Regarding Hiring of Law Firm for Village of Cambridge: Recommendation from Subcommittee is hiring Stafford Rosenbaum, Jane Landretti.

Trustee Kumbier made a motion to approve the hiring of Law Firm of Stafford Rosenbaum, seconded by Schaefer Weiss, Motion carried.

d. Koshkonong Solar Update-Dean Lund mentioned that the Village's attorneys did a phenomenal job at the Public Service Commission.

e. Fire Commission Update

10. Correspondence: None

11. Upcoming Meetings: February 14, Plan Commission; February 15, Water and Sewer.

12. Questions, Referrals to Staff or Future Agenda Items:

a. Right of Way Ordinance

b. Meeting with Jason Tuggle with Vineyards February 22, 2022.

13. Adjournment -Trustee Galler requested to change this platform to Zoom and post the switch.

Trustee Kumbier made a motion to adjourn, seconded by Trustee Schaefer Weiss. President McNally adjourned the meeting at 8:07 p.m.

Chrissie Brynwood, Treasurer

**Village Of Cambridge
Public Meeting
Personnel Committee Meeting
Tuesday, February 1, 2022
5:30 P.M.
Virtual via Zoom Meeting**

MINUTES

1. **Call To Order/Roll Call:** Trustee Schaefer Weiss called the meeting to order at 5:39 p.m. Members present: Trustees Franklin and Kumbier. Others present: Chrissie Brynwood, Treasurer; Mark McNally, President; Judge Milsap.
2. **Proof Of Posting:** The Agenda was posted in the upper and lower levels of the Amundson Community Center, Cambridge Post Office, Hometown Bank and the Village Web Site.
3. **Approval of Minutes from Meeting on October 26, 2021:**

Trustee Franklin made a motion to approve the minutes as presented, seconded by Trustee Kumbier. Motion carried.

4. **Public Appearances/Citizen Input:** None
5. **Old Business:** None
6. **New Business:** Discussion and Possible Action Regarding:

Trustee Franklin made a motion to move item 6C- Court Clerk Position to now, seconded by Trustee Kumbier. Motion carried.

- c. **Court Clerk Position.** Judge Milsap stated that her court clerk of 20 years, Carol Kornstedt, has retired as of January 31, 2022. Judge Milsap explained that she has cancelled court for two months due to Covid. She has prepared has a job description that she would like posted for this position and would like a 2-week turnaround. Judge Milsap requesting someone other than herself to be the point of contact. Treasurer Brynwood stated she can be the point of contact with questions and turning the applications into. Judge Milsap invited and members of the Personnel Committee to join in on the interviews, but the Judge will be interviewing as well as appointing the clerk position. Judge Milsap has requested the job to be posted with the pay rate of \$17.00-\$21.00 based on experience.

Trustee Franklin made a motion to approve the Court Clerk Position to be posted with payrate of \$17.00 to \$21.00 an hour for Judge Milsap, seconded by Trustee Kumbier. Motion carried on a roll call vote.

- a. **Director of Public Works Position.** Discussion on the newly vacated Director of Public Works position. President McNally spoke with former Director Breunig as well with Administrator Moen. President McNally shared that he feels that Derek Schroedl can take the lead as Water and Sewer and Tod Lord can take the lead over Streets and Parks. Both Derek and Tod agreed and mentioned things are working very well right now given the hastiness of the departure of Director Breunig. Trustee Kumbier mentioned that they need to be proactive. President McNally suggested that detailed job descriptions need to be developed and approved by the Board of

Trustee's. President McNally stated he would work with Administrator Moen on developing the detailed job descriptions.

Trustee Franklin made a motion to appoint Derek Schroedl as Acting Superintendent of Water and Sewer and Tod Lord Acting Superintendent of Streets and Parks at a rate of \$26.00 plus \$1.00 per each certification for each employee, contingent upon board accepted detailed job descriptions, seconded by Kumbier. Motion Carried.

- b. **Review of Employee Policies** Treasurer Brynwood stated that Administrator Moen explained that in 2019 Sick leave policy, Joined State Income Continuation, Dental added Vision, Payout of unused vacation time has been approved but just needs to be added in the handbook. Trustee Schaefer Weiss questioned when Treasurer Brynwood was reviewed? Treasurer stated not yet, but it was mentioned that it was due. Derek Schroedl mentioned that his last review was completed before Jeff Wright left his position. President McNally suggested that the Board of Trustee's need to review Administrator Moen. Trustee Schaefer Weiss explained what 360 reviewing is. It is anonymous feedback from all employees to evaluate their superiors.

Trustee Franklin made a motion to have the Personnel Committee do an evaluation on Administrator Moen to be completed by March 31, 2022, seconded by Trustee Kumbier. Motion carried.

Trustee Franklin made a motion to have employees be evaluated in January and a mid-year review in June, seconded by Trustee Schaefer Weiss. Motion carried.

7. Any other business to be brought before the committee

8. **Adjournment:** Trustee Franklin made a motion to adjourn, seconded by Trustee Kumbier. Motion carried. Trustee Schaefer Weiss adjourned the meeting at 6:38 p.m.

Chrissie Brynwood, Village Clerk/Treasurer/Administrator

Village of Cambridge
Sub Committee on Legal RFPs
Tuesday, January 25, 2022, 5:30 p.m.

Due to the increase in COVID 19 cases in Dane County, we are returning to Virtual Meetings. You will be able to join the meeting anytime after 5:20 p.m. Members of the Village Board and the public may attend by:

Join the online meeting: <https://join.freeconferencecall.com/cbrynwood>

Online meeting ID: cbrynwood

Access Code: 7002706

Dial-in number: 602-580-9264

MINUTES

1. **Call to Order/Roll Call:** Administrator Moen called the meeting to order at 5:30 p.m. Members present: Trustees Rose, Schaefer Weiss and McNally. Others present: Kris Breunig; Mike Reiber and Sean Dotson, Dancing Goat Distillery; Dean Lund; Trustee Galler; Lisa Moen, Administrator; Chrissie Brynwood, Treasurer.
2. **Proof of Posting:** The agenda was posted in the upper and lower levels of the Amundson Community Center, Cambridge Post Office, Hometown Bank and the Village Web Site.
3. **Appoint Chairperson:** Trustee Schaefer Weiss made a motion to appoint President McNally as Chair, seconded by Trustee Rose, motion carried.
4. **New Business:**
 - a. **Discussion and Possible Recommendation Regarding Village Legal Counsel**
Proposals Received: Review of the four proposals received: Municipal Law and Litigation; Boardman Clark; Murphy Desmond; Stafford Rosenbaum. All four firms have the qualifications to represent the Village. We have used Murphy Desmond for the Koshkonong Solar Panel issue; Stafford Rosenbaum has been used on a number of occasions – annexation request from Town of Oakland, sale of village land to the Dancing Goat (developer’s agreement, TIF, etc) and most recently issues relating to the Winery Subdivision and Dancing Goat. It was felt that paying mileage/travel time to Municipal Law and Litigation would cancel out their lower price. We have been very happy with the service we have received from Murphy Desmond as well as Stafford Rosenbaum.

Trustee Schaefer Weiss made a motion to recommend to the Village Board Stafford Rosenbaum as the Village Legal Counsel, Seconded by Trustee Rose. Motion carried.

5. **Adjournment:** Trustee Schaefer Weiss made a motion to adjourn, seconded by Trustee Rose. Motion Carried. President McNally adjourned the meeting at 5:55 p.m.

Village of Cambridge
PUBLIC WORKS COMMITTEE
Wednesday, January 26, 2022, 6:30 p.m.
Virtual Meeting Via Zoom
200 Spring Street

Due to the increase cases of Covid 19 in Dane County, we are returning to Virtual Meetings. You will be able to join the meeting any time after 6:20 p.m. Members of the Village Board and the public may attend by:

Minutes

- 1. Call to order/Roll Call: Public Works Committee/Personnel Committee:** Trustee Galler called the meeting to order at 6:32 p.m. Members present: Public Works: Trustees Wittwer and Galler. Excused: Trustee Rose. Others present: Lisa Moen, Administrator; Chrissie Brynwood, Treasurer; Jay Weiss; Dean Lund.
- 2. Proof of Posting:** The Agenda was posted in the upper and lower levels of the Amundson Community Center, Cambridge Post Office, Hometown Bank and the Village Website.
- 3. Approval of Minutes**
 - a. Approval of Public Works Committee Minutes: December 7, 2021: Trustee Galler made a motion to approve the minutes as presented, seconded by Trustee Wittwer. Motion carried.
- 4. Public Appearances/Citizen Input: None**
- 5. Unfinished Business:**
 - a. **Discussion and Possible Action Regarding Tree Ordinances-** Much Discussion on tree ordinances. Administrator Moen explained what was added and removed in the tree ordinances. Trustee Galler questioned her concern that the Village Forester is a Volunteer how this fits in the tier of responsibility and oversight. Trustee Galler would like the Volunteer title possibly changed due to him be appointed by the board. Administrator Moen stated that the question of who the Village Forrester answer to needs to be addressed. Administrator Moen stated in the clear vision triangle she included law enforcement's opinion and that they wanted to keep the clear vision triangles. Administrator Moen explained that she took out the numbers and can add ranges. Trustee Wittwer suggested to remove line A & B in ordinance 12.52.100- Trees and shrubbery obstructing view at intersection or view of traffic signs and leaving 12.52.100 C change "shall be" to "may" in the first sentence. Administrator Moen asked for Jay Weiss to share his Village of Deerfield's language. Jay Weiss added that he would like to add Black Walnut to prohibited trees. Administrator Moen stated she needs to be included with any plans that Jay Weiss has prepared as well as if any trees that need to be taken down it needs to go through the Administrator.

Trustee Galler made a motion to take the Village of Deerfield's language to the Village Board, seconded by Trustee Wittwer. Motion carried.

- b. Discussion and Possible Action Regarding Tree Planting and Maintenance Policy-This was tied in to topic a.**
- c. Update on Bird City- Tabled**
- d. Update on Suggestions from Last Meeting-** Administrator Moen stated that the tree informational slip went out in all the tax bills.

- e. **Director of Public Works Position**-Administrator Moen stated the Personnel Committee will meet next week to discuss this position.

6. New Business:

- a. Request for Cell Phones and Email Addresses for all Public Works Employees: Requested by Public Works Director Breunig. Director Breunig has requested that all staff have cell phones and email addresses. Director Breunig stated the crew is using their own cell phones and need Village Cell Phones and need a camera to be able to take pictures to back up their needs. Email address will cost approximately \$19.00 per month for an email address which will have a two-step authentication and Microsoft charges are being increased. Director Breunig provided a quote from US Cellular. Director Breunig stated that Derek Schroedl already has a village phone, and his phone was given over to Tod. He explained that there would be a need for possibly two phones.

Trustee Galler made a motion to bring this to the Board of trustees, along with financials for Public Works to have cell phones and emails, seconded by Trustee Wittwer. Motion carried.

- b. Request for Ordinance Change to Prohibit Personal Vehicles in Village Shop: Requested by Public Works Director Breunig. *Tabled until policy is prepared.*
- c. Request to investigate Possible Vehicle Wheel Tax: Requested by Public Works Director Breunig. *Tabled*

7. Update/Other Items for Future Consideration:

- a. Madison Language for tree protection.
- b. Move forestry plan to the next meeting.

8. Adjournment: Trustee Galler adjourned the meeting at 8:36 p.m.

Chrissie Brynwood, Treasurer/Deputy Administrator/Deputy Clerk

**Village of Cambridge
Economic Development Committee
Wednesday, January 26, 2022, 5:30 p.m.**

Due to the increase in COVID 19 cases in Dane County, we are returning to Virtual Meetings. You will be able to join the meeting any time after 5:20 p.m. Members of the Village Board and the public may attend by:

Join Zoom Meeting:

<https://zoom.us/j/96268080573?pwd=OXY1YWpEcW1kRC96WDVxcVF2d2ZYdz09>

Meeting ID: **962 6808 0573**

Passcode: **707924**

One tap mobile

+13017158592,,96268080573#,,,,*707924# US (Washington DC)

+13126266799,,96268080573#,,,,*707924# US (Chicago)

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+1 301 715 8592 US (Washington DC)

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+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: **962 6808 0573**

Passcode: **707924**

Find your local number: <https://zoom.us/u/ag021E9Hu>

Minutes

1. Call to Order/Roll Call Chairperson Galler called the meeting to order at 5:32pm. Members present: Chris Krueger, Christianne Laing, Kevin Mehringer. Absent Dave Kratovil. Others present: Lisa Moen, Administrator/Clerk/Deputy Treasurer, Chrissie Brynwood, Treasurer; Mark McNally, Kayla Sipple, South Central Landscape, Beau Bunce, Dancing Goat Distillery; Dean Lund; Karyn Saemann, Cambridge News, Richard Nelson.

2. Proof of Posting-The Agenda was posted in the upper and lower levels of the Amundson Community Center, Hometown Bank, Cambridge Post Office, and the Village Web Site.

3. Public Appearances/Citizen Input-

- a. Beau Bunce, Marketing Director for the Dancing Goat Distillery spoke in regards to the last appearance by Carol Sapienza with Jefferson County Tourism and their partnership with Discover Wisconsin. Discover Wisconsin has chosen their Distillery to air a show about them in the Spring. He stated Wisconsin is home to 30 distilleries and they were one of four chosen. There is also a half hour segment that will air about the Dancing Goat Distillery for Building Wisconsin which will reach 350 thousand viewers. Trustee Galler also mentioned to Mr. Bunce that he should reach out to Wisconsin Foodie another television show.
- b. Kayla Sipple- South Central Landscape- Appreciative that the Welcome to Cambridge signs discussion is on the agenda tonight. She also mentioned the need to be transparent about meeting dates. Administrator Moen explained the difficulty is scheduling meetings due to conflicts of other meetings that have already been set. Ms. Sipple also mentioned the need of committee members to regularly attend these meetings because no attendance slows down the progress. Ms. Sipple also mentioned that she would be interested in being on this committee. And made it clear that she does not want to take anyone off, but just would like to be involved.

4. Approval of Minutes from November 30, 2021

Trustee Galler made a motion to approve the Minutes from November 30, 2021 meeting, seconded by Christianne Laing. Motion carried.

5. Old Business: Discussion and Possible Action Regarding:

- a. Welcome to Cambridge Signs- Administrator Moen explained that she had set up an account at the Government level but has not heard anything back yet. She also mentioned the need for parcel agreements with the property owners of where the signs will be placed. Trustee Galler has been calling the sign company and hasn't heard from them yet.
- b. Public Works Sign-Administrator Moen stated that Director Breunig had this sign designed by the sign company for the Public Works building. Trustee Galler questioned where this sign would be placed? Administrator Moen did not know. Trustee Galler asked for this be tabled until further information can be given. Trustee Galler also mentioned that this would not be good to have this sign created before the Welcome to Cambridge signs.
- c. Kris and Nadine Breunig Offer to Purchase Land-Administrator Moen mentioned that Ben Becker, real estate agent, set the price of \$10,000 for the two parcel of land that are behind his home.

Trustee Galler made a motion to approve the sale of the land to Kris and Nadine Breunig in the amount of \$10,000, seconded by Chris Kreuger. Motion carried.

- d. Possible Sale of Slivers of Land-Trustee Galler questioned the committee if selling these slivers of land would be feasible for the Village of Cambridge to do at this time. The committee agreed to revisit this topic later.
 - e. Former Melster Site- Administrator Moen stated when Amigo Construction made mention to possibly rent the site to store his construction equipment, it sparked a conversation in regard to the Developers agreement. Administrator Moen stated she was meeting with At Home Again next week. She also mentioned that there are issues that need to be addressed per the agreement.
6. Setting of next meeting date- February 24, 2022 5:30 p.m.
 7. Questions, Referrals to Staff or Future Agenda Items
 8. Adjournment

Trustee Galler adjourned the meeting at 6:35 p.m.

NOTE:

1. Persons needing special accommodations should call 423-3712 at least 24 hours prior to the meeting.
2. A quorum of the Village Board may attend this meeting for the purpose of gathering information relevant to their responsibilities as Village Trustees. No matters shall be considered by said Village Board members nor shall any action be taken by said Village Board members at this meeting.
3. More specific information about agenda items may be obtained by calling 423-3712.

Chrissie Brynwood Treouser

2/04/2022 11:28 AM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
HOMETOWN BANK GENERAL OPERATING

Page: 1
ACCT

Dated From: 2/08/2022 From Account:
Thru: 2/08/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
2/08/2022 ALLIANT ENERGY/WP&L			
#5876920000			
100-00-53420-000-000		STREET LIGHTS	412.19
		#5876920000 1/28/2022	
Total			412.19
2/08/2022 ALLIANT ENERGY/WP&L			
#8378600000			
150-00-55110-220-000		LIB - UTILITIES	1,097.41
		#8378600000 1/14/2022	
Total			1,097.41
2/08/2022 BADGERLAND DISPOSAL, LLC			
RECYCLING SERVICE FEB 2022			
350-00-53620-295-000		RECYCLE COLLECT- CONTRACTED	3,113.04
		RECYCLING SERVICE FEB 2022 0002187845	
350-00-53620-290-000		TRASH COLLECTION CONTRACTED	4,649.36
		TRASH - FEB 2022 0002187845	
Total			7,762.40
2/08/2022 COMPUTER MAGIC, INC			
MONTHLY SUPPORT FEB 2022			
100-00-51420-280-000		ADMIN - COMPUTER MAINT/REPAIR	626.00
		MONTHLY SUPPORT FEB 2022 6349	
500-00-53700-681-300		COMPUTER SUPPORT	313.00
		MONTHLY SUPPORT FEB 2022 6349	
600-00-53700-842-000		TECHNOLOGY EXPENSES	313.00
		MONTHLY SUPPORT FEB 2022 6349	
Total			1,252.00
2/08/2022 DANE COUNTY TREASURER - Danecom			
JULY-DEC 2021			
100-00-52100-245-000		POLICE - DANE COM EXPENSE	513.00
		JULY-DEC 2021 41291	
Total			513.00
2/08/2022 DEAN HEALTH PLAN			
PREMIUM-MOEN-GOECKNER-REDFORD30%BRYWOOD			
100-00-51420-133-000		ADMIN - HEALTH/DENTAL INS	5,479.73
		PREMIUM-MOEN-GOECKNER-REDFORD30%BRYWOOD 006758139	

2/04/2022 11:28 AM

In Progress Checks - Full Report - ALL

Page: 2

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 2/08/2022 From Account:
Thru: 2/08/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
150-00-55110-133-000		LIB - HEALTH/DENTAL	
		PREMIUM - BEHM 006758139	1,131.54
500-00-53700-686-000		EMPLOYEE PENSIONS AND BENEFITS	
		PREMIUM - REDFORD 70% 006758139	294.40
600-00-53700-854-000		EMPLOYEE PENSIONS & BENEFITS	
		PREMIUM -REDFORD70% 006758139	294.40
100-00-53311-133-000		PUBLIC WORKS - HEALTH/DENTAL	
		PREMIUM -SCHROEDL75%, LORD75%, CRUMP75% 006758139	2,485.47
500-00-53700-686-000		EMPLOYEE PENSIONS AND BENEFITS	
		SCHRODEL25%, CRUMP25%, LORD25% 006758139	414.25
600-00-53700-854-000		EMPLOYEE PENSIONS & BENEFITS	
		SCHROEDL25%, LORD25%, CRUMP25% 006758139	414.20
500-00-53700-686-000		EMPLOYEE PENSIONS AND BENEFITS	
		DUDLEY 006758139	-2,005.49
600-00-53700-854-000		EMPLOYEE PENSIONS & BENEFITS	
		DUDLEY 006758139	-2,005.49
Total			6,503.01

2/08/2022 DEERE CREDIT, INC.

JOHN DEERE Z970R LAWNMOWER LEASE 2021

100-00-53311-824-000		PUB WORKS - EQUIPMENT OUTLAY	
		JOHN DEERE Z970R LAWNMOWER LEASE 2021 2603233	2,819.83
Total			2,819.83

2/08/2022 FRONTIER

423-3772- VILLAGE HALL

100-00-51420-221-000		ADMIN - TELEPHONE	
		423-3772- VILLAGE HALL 1/28/2022	80.95
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	
		ACCT #608 423 4844 - DPW GARAGE 1/28/2022	61.92
500-00-53700-681-200		TELEPHONE EXPENSE	
		WATER FAX 1/28/2022	40.47
600-00-53700-851-400		TELEPHONE EXPENSE	
		SEWER FAX 1/28/2022	40.47
Total			223.81

2/08/2022 JAECKEL BROS., INC.

SCREEN SAND 3.74 TONS

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Dated From: 2/08/2022 From Account:
Thru: 2/08/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53311-391-000		PUBLIC WORKS - ROAD SALT	
		SCREEN SAND 3.74 TONS	
		26791	26.18
Total			26.18
2/08/2022 JARLSBERG, DEE CLEANING AMUNDSON BLDG 1/17-1/28/22			
100-00-51600-240-000		MUN BLDG - MAINT & REPAIR	
		CLEANING AMUNDSON BLDG 1/17-1/28/22	
			256.25
Total			256.25
2/08/2022 JEFFERSON COUNTY TOURISM COUNCIL COMMUNITY PAGE 2022			
100-00-51990-000-000		SUNDRY EXPENSES	
		COMMUNITY PAGE 2022	
		22-COM1A	575.00
Total			575.00
2/08/2022 MARTINSON, PHILLIP PROPERTY TAX REFUND - OVERPAYMENT			
100-00-51920-000-000		TAX REFUNDS	
		PROPERTY TAX REFUND - OVERPAYMENT	
			1,082.38
Total			1,082.38
2/08/2022 MENARDS - JOHNSON CREEK UTUBE LIGHT, SHELF, JOINER PLATE			
100-00-51600-390-000		MUN BLDG - SUPPLIES	
		UTUBE LIGHT, SHELF, JOINER PLATE	
		26055	77.27
100-00-53311-340-000		PUBLIC WORKS - SHOP SUPPLIES	
		WINDOW CLEANER, BATTERIES, PAPER TOWELS, 26055	
			149.97
Total			227.24
2/08/2022 NAPA AUTO PARTS SLIP PLATE			
100-00-53311-350-000		PUBLIC WORKS - EQUIP/VEHIC REP	
		SLIP PLATE	
		721355	59.99
500-00-53700-640-000		SUPPLIES AND EXPENSES	
		SHADOW NITRILE MEDIUM	
		721355	22.99
Total			82.98
2/08/2022 PEPSI-COLA COMPANY 91860543			

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Thru: 2/08/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51990-000-000		SUNDRY EXPENSES	183.15
	91860543		

Total 183.15

2/08/2022 PET WASTE ELIMINATORS

ACCT# 468276 4,000 BAGS #2587176-000

100-00-44500-000-000		PARK IMPACT FEE	134.99
		ACCT# 468276 4,000 BAGS #2587176-000	43094863

Total 134.99

2/08/2022 QUILL CORPORATION

COPY PAPER

100-00-51420-310-000		ADMIN - OFFICE SUPPLY	0.84
		COPY PAPER	22441778
500-00-53700-640-000		SUPPLIES AND EXPENSES	0.43
		COPY PAPER	22441778
600-00-53700-851-000		OFFICE SUPPLIES & EXPENSES	0.43
		COPY	22441778
100-00-51600-390-000		MUN BLDG - SUPPLIES	80.99
		DIAL ANTIMICR FOAM	22398645
100-00-51420-310-000		ADMIN - OFFICE SUPPLY	21.98
		USB DESKTOP MIC BLK	22416920
500-00-53700-640-000		SUPPLIES AND EXPENSES	11.00
		USB DESKTOP MIC BLK	22416920
600-00-53700-851-000		OFFICE SUPPLIES & EXPENSES	11.00
		USB DESKTOP MIC BLK	22416920
100-00-51420-310-000		ADMIN - OFFICE SUPPLY	48.28
		ENVELOPES	22572375

Total 174.95

2/08/2022 READY ELECTRIC

ELECTRIC WORK AT VERTERANS PARK

100-00-55200-220-000		PARK UTILITIES	1,877.00
		ELECTRIC WORK AT VERTERANS PARK	RC211056

Total 1,877.00

2/08/2022 STAFFORD ROSENBAUM LLP

LEGAL SVCS - DANCING GOAT

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Dated From: 2/08/2022 From Account:

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Voucher Nbr	Check Date	Payee	Amount
100-00-51300-390-000		VINEYARDS DISTILLERY - LEGAL	640.00
		LEGAL SVCS - DANCING GOAT 1264048	
100-00-51520-290-000		CONTRACTED SERVICES	2,866.88
		LEGAL SVCS GENERAL CORP 1264049	
100-00-51300-210-000		VILLAGE LEGAL WORK	600.00
		LEGAL SVCS VINEYARDS 1264050	
200-00-57620-800-000		BIKE TRAIL EXPENSES	1,508.00
		LEGAL SVCS BIKE TRAIL 1264051	
100-00-51300-210-000		VILLAGE LEGAL WORK	1,950.00
		LEGAL SVCS VINEYARDS STORMWATER/GRADING 1264052	
100-00-51520-290-000		CONTRACTED SERVICES	180.00
		LEGAL SVCS NEWMAN/PHELPS CLAIM 1264053	
Total			7,744.88

2/08/2022 STEVE'S CAR AND TRUCK SERVICE INC.

2011 FORD F450 REPAIRS

100-00-53311-351-000		PUBLIC WORKS - VEHICLE REPAIRS	1,036.61
		2011 FORD F450 REPAIRS 97893	
Total			1,036.61

2/08/2022 US CELLULAR

COURT - 608-501-5010

100-00-51200-390-000		COURT - SUPPLY & EXPENSE	30.68
		COURT - 608-501-5010 0487150353	
100-00-52100-390-000		POLICE - PHONES & SUPPLIES	39.82
		POLICE - 608-575-0349 0487150353	
100-00-52100-390-000		POLICE - PHONES & SUPPLIES	39.82
		SRO OFF. - 608-575-8312 0487150353	
500-00-53700-681-200		TELEPHONE EXPENSE	31.41
		W/S - 608-576-1764 0487150353	
600-00-53700-851-400		TELEPHONE EXPENSE	31.40
		W/S - 608-576-1764 0487150353	
100-00-52100-390-000		POLICE - PHONES & SUPPLIES	39.82
		POLICE - 608-575-8101 0487150353	
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	338.14
		DPW 501-8944,8386,8315,4048,480-9274,75 0487150353	
Total			551.09

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Dated From: 2/08/2022 From Account:

Thru: 2/08/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	2/08/2022	WISCONSIN DEPT OF JUSTICE - CIB	
		BACKGROUND CHECKS - TOTAL 4	
100-00-51420-250-000		ADMIN - WDOJ TIME SYSTEM	35.00
		BACKGROUND CHECKS - TOTAL 4	
		12/1/21-12/31/21	
		Total	35.00
		Grand Total	34,571.35

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Dated From: 2/08/2022 From Account:
Thru: 2/08/2022 Thru Account:

	Amount
Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	24,850.13
Total Expenditure from Fund # 150 - LIBRARY FUND	2,228.95
Total Expenditure from Fund # 200 - CAPITAL PROJECTS FUND	1,508.00
Total Expenditure from Fund # 350 - REFUSE & RECYCLING FUND	7,762.40
Total Expenditure from Fund # 500 - WATER UTILITY	-877.54
Total Expenditure from Fund # 600 - SEWER UTILITY	-900.59
Total Expenditure from all Funds	34,571.35

VILLAGE OF CAMBRIDGE ORDINANCE NO. 2022-01
AN ORDINANCE AMENDING SECTION 12.24.010 OF THE VILLAGE OF
CAMBRIDGE ORDINANCES REGARDING EXCAVATIONS OF STREETS, ALLEYS,
PUBLIC WAYS AND GROUNDS

The Village Board of the Village of Cambridge, Dane and Jefferson Counties, does hereby ordain as follows:

Section 12.24.010 of the Village of Cambridge Code is hereby amended to read as follows:

D. Validity of Permit. Permits shall be valid for a period of ~~thirty (30) days~~ **twenty-four (24) months** from the date of approval, except as provided for under Section [12.24.020](#)(G) of this chapter for pavement replacement.

E. Renewal of Permit. If operations have begun under an approved permit and will continue beyond the ~~thirty (30) day~~ **twenty-four (24) month** validation period, the permittee shall apply for a ~~thirty (30) day~~ **six (6) month** permit renewal by written request to the village administrator/~~clerk/treasurer~~ or director of public works and payment of a renewal permit fee in an amount to be annually determined by resolution of the village board. Permit renewals shall be issued at the discretion of the village administrator/~~clerk/treasurer~~ or director of public works.

H. Bond.

1. ~~Before a permit for excavating or opening any street or public way may be issued, the applicant shall execute and deliver to the village administrator a bond as set by resolution of the village board conditioned for the faithful performance of this section and undertaking to hold the village free from all liability by reason of injury to third persons or property and to pay all damages and costs arising from such occupancy.~~ ~~Before a permit for excavating or opening any street or public way may be issued,~~ The applicant must sign a statement that he or she will indemnify and save harmless the village and its officers from all liability for accidents and damage caused by any of the work covered by his or her permit, and that he or she will fill up and place in good and safe condition all excavations and openings made in the street, and will replace and restore the pavement over any opening he or she may make as near as can be to the state and condition in which he or she found it, and keep and maintain the same in such condition, normal wear and tear excepted, to the satisfaction of the village board for a period of one year, and that he or she will pay all fines or forfeitures imposed upon him or her for any violation of any rule, regulation or ordinance governing street openings or drain laying adopted by the village board and will repair any damage done to existing improvements during the progress of the excavation in accordance with the ordinances, rules and regulations of the village. Such statement shall also guarantee that, if the village shall elect to make the street repair, the person opening the street will pay all costs of making such repair and of maintaining the same for one year.

2. Faulty work or materials shall be immediately replaced by the permittee upon notice by the village. Failure to correct deficiencies shall result in a one-year revocation of the right to obtain a street opening permit. The village shall repair the deficiencies and **if the permittee's bond is insufficient to cover such costs**, bill the permittee for all labor, materials and equipment used plus twenty (20) percent for administration.

~~5. An annual bond may be given under this section covering all excavation work done by the principal for one year beginning January 1st, which shall be conditioned as specified above and in the amount determined by the village board as necessary to adequately protect the public and the village.~~

The Village Board DOES FURTHER ORDAIN that this Ordinance shall be effective following its adoption and publication.

Dated this _____ day of _____ 2022

By: Mark McNally, Village President

Attest: Lisa Moen, Village Administrator

Adopted:

Vote:

Ayes:

Published:

Noes:

VILLAGE OF CAMBRIDGE RESOLUTION NO. 2022-1

ESTABLISHING PERMIT FEES AND BOND AMOUNTS FOR CONSTRUCTION WITHIN ANY PUBLIC STREET, PUBLIC ALLEY, PUBLIC WAY, PUBLIC GROUND, PUBLIC SIDEWALK OR VILLAGE- OWNED EASEMENT

Whereas, pursuant to § 12.04.010 of the Village of Cambridge Ordinances, the grade of all streets, alleys and sidewalks shall be established by the Village Board and the same recorded by the Village Administrator in his or her office; and

Whereas, pursuant to § 12.24.010, a permit from the Village Administrator is required for any opening or excavation in any public street, public alley, public way, public ground, public sidewalk or Village-owned easement within the Village; and

Whereas, pursuant to § 12.24.010(F)1., all street work shall be performed in accordance with the current standard specifications for street openings, and any damaged curb and gutter, sidewalk or grass-covered area shall be restored to the condition prior to damage; and

Whereas, pursuant to § 12.24.010(F)2., the fee for a street opening permit shall be determined by resolution of the Village Board plus actual Village expenses; and

Whereas, pursuant to § 12.24.010(H), before a permit for excavating or opening any street or public way may be issued, the applicant shall execute and deliver to the Village Administrator a bond as set by resolution of the Village Board, conditioned for the faithful performance of this section and undertaking to hold the Village free from all liability by reason of injury to third persons or property and to pay all damages and costs arising from such occupancy; and

Whereas, it is the finding of the Village of Cambridge Board of Trustees that it is necessary, practical and in the best interest of the Village to establish a permit fee in the amount necessary to cover inspection costs to ensure right of way grading is properly maintained and damaged areas are properly restored; and

Whereas, it is the finding of the Village of Cambridge Board of Trustees that it is necessary, practical and in the best interest of the Village to establish a bond to be posted by the applicant in the amount the Board anticipates may be necessary to restore grading or damaged conditions within the Village right of way in the event a construction project fails to comply with grading standards or damages Village right of way.

NOW, THEREFORE, BE IT RESOLVED that the Village of Cambridge Board of Trustees, portions in Dane and Jefferson Counties, Wisconsin, does approve the following:

Section 1. **Permit fee established.**

There is hereby adopted a **permit fee of \$75** for a permit authorizing any opening or excavation in any public street, public alley, public way, public ground, public sidewalk or Village-owned easement within the Village.

Section 2. **Bond amount established.**

There is hereby adopted a **bond amount of \$2,000.00** for a permit authorizing any opening or excavation in any public street, public alley, public way, public ground, public sidewalk or Village-owned easement within the Village.

Section 3. Reinspection fee established.

There is hereby adopted a **reinspection fee of \$75** to be deducted from the bond amount of a permit authorizing any opening or excavation in any public street, public alley, public way, public ground, public sidewalk or Village-owned easement within the Village. A reinspection may be required at the discretion of the Village where an initial inspection indicates inadequate grading restoration or remaining damage to the Village right of way.

Approved this 8th day of February, 2022.

Vote: Ayes: Noes:

APPROVED: _____
Mark McNally, Village President

Date

ATTEST: _____
Lisa Moen, Village Administrator Date

CONSTRUCTION PERMIT IN THE PUBLIC RIGHT-OF-WAY
§ 12.24.010, VILLAGE OF CAMBRIDGE CODE

Permitting Authority: Village of Cambridge

Permit fee and bond amount: Resolution 2022-1

Applicant Name: _____

Address: _____ State _____ Zip _____

Address of Project: _____

Telephone Number (Office/Cell): _____

Detailed Description of Construction (Attach plans if available or if requested by Permitting Authority):

This project will affect (check all that apply): curb and gutter _____, driveway approach _____, Sidewalk _____, terrace way _____, other public right-of-way item (specify) _____.
Estimated Starting Date: _____ Estimated Restoration Date: _____.

The Applicant, by signing this application, acknowledges that he or she has read and understands the **PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE**, and agrees that the permitted work shall comply with all permit provisions and conditions listed herein, any special provisions listed or attached hereto, and any and all plans, details, or notes attached hereto and made a part of hereof.

By: _____
Signature of Authorized Representative of Project Date

Print Name and Title

Approval

The foregoing application is hereby approved and a permit is issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated therein and all attachments hereto and subject to the following:

1. Restoration on or before (date 24 months from issuance): _____
2. Payment of permit fee (\$75.00):
3. Posting of bond in the amount of \$2,000.00:
4. Certificate of public liability insurance of not less than \$500,000:
5. Check or Other:

Signature of Authorized Representative of Permitting Authority: _____

Print Name and Title of Authorized Representative

Permit Terms

1. The Applicant agrees to indemnify and hold harmless the Permitting Authority, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit, or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the Applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the Applicant shall bind such Applicant to abide by this permit and all its conditions and provisions.
2. The permitted facilities shall, if necessary, be altered at the expense of the Applicant to permit alteration, improvement, or maintenance of the highway, sidewalk, curb and gutter, driveway approach, terrace way or any public-right-of-way as may hereafter be ordered. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the Applicant unless a contract for such costs has been executed.
3. No open cutting for a crossing will be allowed where the pavement is too narrow to maintain one-way traffic at all times, unless the Permitting Authority has granted permission for a detour. Wherever the pavement is opened, the spoil shall be hauled away and the trench shall be backfilled with sand or gravel and compacted in layers. The pavement removed for road crossing shall be replaced as per the Permitting Authority specifications.
4. When one-way traffic or detour is used, the Applicant shall provide **ALL NECESSARY SIGNS, FLAGMAN AND LIGHTS** required according to the "Manual on Uniform Traffic Control Devices." When a detour is allowed, the Village of Cambridge newspapers shall be notified by the Applicant in advance of the work being started.
5. The riser portion of existing curb and gutter may be saw cut and removed for driveway access purposes as shown in Figure 1 (attached). The saw cut and curb riser removal shall be performed in a workman-like manner and may be subject to approval by the director of public works. If the director of public works deems the work unacceptable, he/she shall specify proper course of corrective action to be completed by the owner(s) at their expense.

Removal of the riser portion of existing curb and gutter other than by the specified saw cut method shall not be allowed.

The alternative procedure for driveway curb cut installation shall be the removal and replacement of the entire existing curb and gutter section with a driveway section of curb and gutter installed in conformance with the construction standards required by Village of Cambridge Ordinances. Such installations shall be subject to approval by the Village Engineer or the Director of Public Works.
6. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Permitting Authority or its representative. Access to all private drives and public street intersections shall be maintained, and all disturbed areas completely restored. Clean-up of any removed material is the responsibility of the Applicant.
7. Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Workforce Development, and any applicable local regulations and ordinances.
8. The first inspection request is included in the permitting fee. Subsequent inspection(s) are subject to an additional fee, currently \$75.00, as set by resolution of the Village Board. Permit and inspection fees will be deducted from the bond amount.
9. A copy of this approval, along with any plans and special provisions, shall be available on the job site.
10. Upon completion of the work the Applicant shall file a written notice with the Permitting Authority by submitting the Request for Reimbursement form with the Village. Forms can be sent to the Village of Cambridge, P.O. Box 99, Cambridge, WI 53523, or faxed to (608) 423-3916, or emailed to lmoen@ci.cambridge.wi.us. Within 30 working days of notice the Applicant shall reimburse the Permitting Authority for all costs incurred by it in inspecting the authorized work.
11. All street work shall be performed in accordance with the current standard specifications for street openings found in §§ 12.24.010 and 12.24.020 of the Village of Cambridge Code of Ordinances.

RESOLUTION No. 2022-02

**A RESOLUTION OF THE VILLAGE BOARD OF TRUSTEES
OF THE VILLAGE OF CAMBRIDGE,
DANE AND JEFFERSON COUNTY, WISCONSIN**

TO ESTABLISH A BUILDING INSPECTION FEE SCHEDULE

The Board of Trustees of the Village of Cambridge does hereby establish the following Schedule of Fees:

**VILLAGE OF CAMBRIDGE
BUILDING INSPECTION
2022 FEE SCHEDULE**

1. Residential One & Two Family Dwellings

- A. New Structure and Additions** – All Areas.....\$ 0.20 per sq. ft. (*\$75.00 min*)
PLUS
Plan Review NSFD.....\$125.00
Plan Review Addition.....\$65.00
Zoning.....\$75.00
Occupancy Permit per Dwelling.....\$50.00
- **Mechanicals** – All Areas
 - Electrical\$0.05 per sq. ft.+ \$50.00 Base fee
 - Plumbing\$0.05 per sq. ft.+ \$50.00 Base fee
 - HVAC\$0.05 per sq. ft.+ \$50.00 Base fee
 - State seal\$37.00
 - Erosion Control NSFD.....\$130.00
 - Erosion Control addition.....\$75.00
- B. Remodels**..... \$8.00 per thousand of estimated cost (*\$50.00 min*)
Plus mechanicals if required.
PLUS
Plan Review.....\$55.00
- C. Accessory Structures**\$ 0.20 per sq. ft. all areas (*\$40.00 min*)
Plus zoning
- D. Swimming Pools in ground - zoning/bld/elec/included**.....\$175.00
Above ground- zoning/bld/elec included.....\$125.00
- E. Miscellaneous Replacements**.....\$50.00
- F. Electrical Service Upgrade**.....\$75.00
- G. Outside Sewer and Water Laterals**\$75.00
- H. Early Start Footings and Foundation**.....\$125.00

2. **Commercial Buildings - Work Started without Permits is Subject to Double Fees**
 - A. **New Structure and Additions-All Areas**.....\$0.24 per sq. ft. (*\$100.00 min*)
PLUS
 - Mechanicals
 - Electrical\$0.06 per sq. ft.+ \$75.00 Base fee
 - Plumbing.....\$0.06 per sq. ft.+ \$75.00 Base fee
 - HVAC\$0.06 per sq. ft.+ \$75.00 Base fee
 - Erosion control new.....\$175.00 First acre
PLUS new.....\$75.00 per acre
Additions.....\$75.00
 - B. **Remodels**..... \$8.00 per thousand of estimated cost (*\$175.00 min*)
Plus mechanicals if required.
 - C. **Miscellaneous Replacements**.....\$75.00
 - D. **Electrical Service Upgrade**.....\$125.00
 - E. **Outside Sewer and Water Laterals**\$75.00
 - F. **Early Start Footings and Foundation**.....\$150.00

3. **Zoning Administration (where applicable)**
 - A. **Zoning Permit for New One and Two Family Dwellings**\$75.00
 - B. **Zoning Permit for Commercial**\$150.00
 - C. **Zoning Permit for Residential Additions**.....\$50.00
 - D. **Zoning Permit for Accessory Structures**\$25.00

4. **Other**
 - A. **Right of Way Construction Permit Initial Inspection**.....\$75.00
 - B. **Re-inspection and Additional Inspection Fees** \$75.00 per inspection
 - C. **Right of Way Construction Permit Bond Amount**..... \$2,000
 - C. **Razing Fee Residential**\$75.00
 - Garages and accessory structures.....\$40.00
 - Commercial.....\$50.00 + .05 per sq. ft Max \$500.00
 - D. **Agricultural Buildings**.....\$50.00
 - E. **Property Maintenance Inspections**..... \$65.00 per hour
 - F. **Driveway Inspections**.....\$50.00
 - G. **Inspections Not requiring a permit**.....\$70.00 per hour
 - H. **Signs**.....\$85.00
 - Recopy.....\$42.50
 - I. **Re-Roof Residential**.....\$42.50
 - Commercial.....\$150.00 +.10 sq. ft. over 2,500 sq ft.

5. **Administrative Fees – Retained by the Municipality (100%)**
 - A. **New One & Two Family Residential**.....\$100.00
 - B. **Additions to One & Two Family Residential**.....\$50.00
 - C. **New Commercial**.....\$150.00
 - D. **Additions to Commercial**.....\$100.00

GENERAL NOTES

- ❑ Gross square footage calculations are based on exterior dimensions, including garage and each floor level, unfinished basements, porches, attached decks, outside balconies and stairs.
- ❑ The Building Inspection Department will be responsible for final calculation of the square footage.
- ❑ Per hour rates are based on a one hour minimum for the first hour, with quarter hour increments thereafter.

PREVAILING FEES

This Resolution shall supersede and replace any previous Resolutions, specifically those sections of Resolution 2011-07 regarding building and other fees unless otherwise noted. The fees listed herein shall be in effect from the date of passage until revised by a later Resolution.

EFFECTIVE DATE. This resolution shall become effective upon passage by the Village Board.

APPROVED AND ADOPTED this _____ day of _____, 2022.

Mark McNally, President

Village of Cambridge

Attest:

Lisa Moen
Administrator
Village of Cambridge

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 12/14/2021 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 The Buyer, KRIS J BREUNIG NADINE F BREUNIG
4 offers to purchase the Property known as Parcel # DW12-122-0423-5 &

5 Parcel # DW12-122-0446-8

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

9 **PURCHASE PRICE** The purchase price is Ten Thousand and 00/100
10 _____ Dollars (\$ 10,000.00).

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

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

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

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

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

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

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before 12/16/2021

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

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

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

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

36 **CLOSING** This transaction is to be closed on January 7, 2021
37 _____

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

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

44 **EARNEST MONEY**
45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ EARNEST MONEY of \$ 1000.00 will be mailed, or commercially, electronically
48 or personally delivered within 7 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
50 _____) STRIKE THOSE NOT APPLICABLE

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

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

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

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

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

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

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

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

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

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

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

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

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

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

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

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

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

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

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

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

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

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

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

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

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
252 _____
253 _____

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

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

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

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

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

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

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**
277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

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

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

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

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

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

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

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

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

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

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

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

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

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

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

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

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

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

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

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

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

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

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

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

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

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

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

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

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

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

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

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

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

381 (1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

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

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

407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
 426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
 427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
 428 appraisal report and:

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

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

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

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

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

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
 436 Buyer's property located at _____
 437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
 439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
 440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
 441 bridge loan shall not extend the closing date for this Offer.

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

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

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

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

452 Other: _____

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

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

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

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

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

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

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

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

474 APPLIES IF NO BOX IS CHECKED.

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

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

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

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

601 If Seller defaults, Buyer may:

602 (1) sue for specific performance; or

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

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 688-683.

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

Name of Seller's recipient for delivery, if any: Village of Cambridge Representative
Name of Buyer's recipient for delivery, if any: Kris Breunig or Nadine Breunig

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

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

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

Address for Seller: _____
Address for Buyer: _____

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

Email Address for Seller: _____
Email Address for Buyer: _____

PERSONAL DELIVERY/ACTUAL RECEIPT

Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

This Offer was drafted by [Licensee and Firm] _____

(X) Buyer's Signature ▲ Print Name Here ► KRIS J BREUNIG 12/14/2021
Date ▲

(X) Buyer's Signature ▲ Print Name Here ► NADINE F BREUNIG 12/14/2021
Date ▲

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

(X) Seller's Signature ▲ Print Name Here ► _____ Date ▲

(X) Seller's Signature ▲ Print Name Here ► _____ Date ▲

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

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