



**Community Development Authority  
Board of Directors Meeting**

**AGENDA**

**Thursday, August 18, 2022 at 5:30 p.m.**

**Location: Municipal Building – Community Room 1<sup>st</sup> Floor  
312 W. Whitewater St., Whitewater, WI 53190**

**This will be an IN-PERSON and VIRTUAL MEETING**

**Citizens are welcome (and encouraged) to join us via computer, smart phone or telephone.  
Citizen participation is welcome during topic discussion periods.**

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84360756548?pwd=Y05OZTgyekdCcVFXbFdJRXBzTjM3QT09>

Passcode: 601302

**Or Telephone:**

**US: 1 301 715 8592**

Webinar ID: 843 6075 6548

Passcode: 601302

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number:

262-473-0108

All agenda items are subject to discussion and/or action.

To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls.

On a traditional telephone, dial \*6 to unmute your phone and dial \*9 to raise your hand. Review of City

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**1. Administrative Items.**

**a. Call to Order:**

**b. Roll Call:**

**c. Declaration of Conflict of Interest: Would any member(s) of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda?**

- d. **Hearing of Citizen Comments:** No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.
1. **Presentations:** None.
  2. **Approval of Minutes:**
    - a. CDA Board Meeting July 28, 2022.
    - b. CDA Special Meeting August 11, 2022.
  3. **Review and Acknowledge Financial Statements:** July 31, 2022.
  4. **Action Items:**
    - a. Discussion and approval of Offer to Purchase property located at 206 E. Cravath St. submitted on August 9, 2022 by the Richard H. Kraus Jr. and Pamela T. Kraus Revocable Living Trust Dated March 10, 1992 (“Buyer”) and Counter-Offer by the CDA on August 12, 2022 accepted by Buyer on August 12, 2022 at a purchase price of \$250,000.
  5. **Updates and Discussion:**
    - a. CDA Director’s Report.
    - b. Discussion regarding Economic Development Director position.
  6. **ADJOURN TO CLOSED SESSION. Adjourn to closed session per Wisconsin State Statutes 19.85(1)(e) “Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session”.**
    - Item 1.** Discussion and possible direction regarding request from Blue Line Battery, Inc. to alter the terms of a Secured Promissory Note Dated July 12, 2017 as amended and restated as of January 30, 2018 evidencing a \$64,614 Capital Catalyst Loan.
  7. **RECONVENE INTO OPEN SESSION.** Reconvene to open session to act on closed session item as needed.
  8. **Board Member Requests for Future Agenda Items:**
    - a. Create policy between the CDA and City regarding transfers of residual equity from the CDA to the City.
    - b. Improvement of the physical condition of Lot 9B in the Business Park.
    - c. CDA Alternative Revenue Streams.
    - d. Director to visit (virtual/in-person) with Whitewater’s employers.
    - e. Recruit Developer that would include a grocery merchant.
    - f. Update regarding potential additions to the City’s Zoning Code to allow for smaller homes on smaller lots.
  9. **Adjournment.**

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**CDA Loan Recipient Presentations:**

Meepers – September 15, 2022  
Blueline Battery – October 20, 2022  
Learning Depot – October 20, 2022  
Recruit chute - TBD  
Scanalytics - TBD  
Slipstream – November 17, 2022



## Community Development Authority Board of Directors Meeting

### MINUTES - July 28, 2022

[Note: Although this meeting was intended to be held both in person and virtually, due to technical difficulties, the ZOOM connection was not available. A video recording of the meeting in its entirety is available on the City Website.]

#### 1. **Administrative Items.**

- a. **Call to Order:** Vice-Chair Allen called the meeting order at 6:30 p.m.
- b. **Roll Call:** PRESENT: Jon Kachel, Lisa Dawsey-Smith, Jim Allen, Jon Kachel, Joe Kromholz, Jason Gleason; ABSENT: Patrick Singer; Jake Gildemeister. STAFF PRESENT: Nathan Thiel (Interim Economic Development Director), Cameron Clapper (City Manager), Steve Hatton (Finance Director), Stacey Lunsford (Library Director), Bonnie Miller (CDA Administrative Assistant).
- c. **Declaration of Conflict of Interest:** Would any member(s) of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda? None.
- d. **Hearing of Citizen Comments:** No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time. None.

#### 1. **Presentations:** None.

2. **Approval of Minutes:** Moved by Dawley-Smith to approve the Minutes of the June 16, 2022 CDA Meeting; seconded by Gleason. AYES: All by voice vote (5); NOES: None; ABSENT: Singer, Gildemeister.
3. **Review and Acknowledge Financial Statements:** Thiel and Hatton acknowledged that there no outstanding issues; having no questions the Board acknowledged the Financial Statements for June 2022.
4. **Action Items:**

- a. Discussion and possible direction regarding entering into a listing contract for the Bluff Road Commercial Lots (Tax Parcel No. /A323600002; Tax Parcel No. /A505200001; and Tax Parcel No. /A505200002). Thiel stated that the three lots on Bluff Road owned by the City are not currently listed with a realtor. The CDA currently has a Listing Contract with Twelve2 Commercial Group for all other City-owned lots, however, they would not be interested in listing the three Bluff Road lots unless the commission was structured at a specific lump sum amount. Thiel recommended not listing them at this time. Kachel inquired as to rail access available to the properties. Thiel stated that there is rail running along the North line of the three properties, but there was likely not enough acreage to facilitate a rail spur.
- b. Discussion and possible direction regarding request from Blue Line Battery, Inc. to alter the terms of a Secured Promissory Note dated July 12, 2017 as amended and restated as of

January 30, 2018 evidencing a \$64,614 Capital Catalyst Loan. Thiel stated that he has had conversations with Nick Renaldi, CEO for Blue Line Battery concerning a \$64,614 Capital Catalyst Loan that has reached its maturity date. Blue Line is requesting an extension of the maturity date for 12 months. Blue Line currently has a total of four loans with the CDA; the two Action Fund Loans are current and another Capital Catalyst Loan in the sum of \$36,600 has a maturity date in March 2023. Blue Line currently operates the majority of its business operations out of Beloit, with a small presence in Whitewater at the Innovation Center. Thiel stated that the terms of the two Capital Catalyst Loans provide for a rate of 15% after maturity date. Thiel recommended we follow the terms of the current loan agreement addressing that the payments are past maturity and enter into a forbearance agreement allowing the term to extend at the maturity rate. Thiel further stated that the CDA could also consider waiving the maturity rate with some type of commitment from the business to increase its company footprint within the community. Blue Line representatives intended to attend this meeting virtually, but due to technical difficulties with the ZOOM link for this meeting, were not able to attend. Hatton recommended recognizing that the loan has currently matured, waive the rights but preserve them and let the terms of the current agreement stand. Thiel stated that we could bring this matter back at a future meeting to allow Blue Line to attend. Kachel moved to take no action, but request 2021 financials and 2022 financials through June from Blue Line. Hatton stated that Blue Line did reach out prior to the maturity date of the loan to discuss their options and are currently up to date on both of the Action Fund Loans. Motion seconded by Kromholz. AYES: Kachel, Allen, Gleason, Kromholz, Dawsey-Smith; NOES: None; ABSENT: Gildemeister, Singer.

- c. Discussion and possible action on ownership transfer of existing Irvin L. Young Memorial Library owned parcels. Clapper introduced a discussion of the properties owned by the Library on Center Street and Forest Avenue originally intended for use to expand the Library. The Library plans no longer include the use of these properties, and the City could take advantage of an opportunity to acquire these properties and potentially other neighboring properties for redevelopment of this area located near the Downtown “triangle” area. Cameron stated that there are financial incentives through TIF District #12, along with funds held by the City as a result of the Affordable Housing Extension of TIF #4 collections in the sum of \$2,076,362.45. Thiel stated that there is potential for the creation of a mixed-use development which could include a structure for retail/grocery on the first floor with residential units above. Allen suggested redevelopment to include residential houses on smaller size lots. Dawsey-Smith would like information from Lunsford regarding the previous developer interested in developing the properties as a mixed-use and why they left. Moved by Kromholz to take no action at this time and invest some funds in order to do further due diligence by City staff for consideration at a future meeting. Clapper will direct City staff to further investigate the potential for this type of project to bring back to the Board. Kromholz motion was seconded by Gleason. AYES: Dawsey-Smith, Gleason, Kachel, Kromholz, Allen; NOES: None; ABSENT: Singer, Gildemeister.

## 5. Updates & Discussion

- a. CDA Director’s Report. Thiel provided a brief summary regarding the Director’s Report, including a summary of an internal project outlining site selector expectations for TIF submission. Thiel stated that the city’s preference is to direct TIF incentives to public purpose improvements that have a payback over a 15-year period and to private improvements that have a payback over a 5-year period. The policy essentially provides a framework for project submittals that include a proposal with a description of the project, what will be built, the value created, jobs it will create, where it will be located and why. Proforma submission would go directly to Ehlers to ensure confidentiality. The City would then meet with Ehlers to discuss the project and determine the return on investment and would bring proposals to the CDA. Thiel

informed the Board that he has accepted a position in another community and his last date here will be August 12, 2022. Thiel gave the Board preliminary information regarding a potential data center project, working with a site selector of a project, meeting with Kambocho, David & Goliath discussions on a project. Thiel will provide a written report updating the Board on all current projects before his last day.

- b. 206 Cravath Street Update. Marquardt provided a quick update on the progress of the listing contract for the Cravath home; realtor has reported low interest in the property and is recommending that we drop the price a minimum of \$5,000 now, and in increments of \$5,000 depending upon level of interest. Moved by Allen/Kromholz to reduce the sale price by \$10,000 now, with further reductions at the discretion of City staff in \$5,000 increments based on recommendation of the realtor. Marquardt will submit any formal offers to purchase to the Board for consideration and/or approval. AYES: Dawsey-Smith, Allen, Kachel, Kromholz, Gleason; NOES: None; ABSENT: Singer, Gildemeister.

**6. Board Member Requests for Future Agenda Items:**

- a. Create policy between the CDA and City regarding transfers of residual equity from the CDA to the City.
- b. Improvement of the physical condition of Lot 9B in the Business Park.
- c. CDA Alternative Revenue Streams.
- d. Director to visit (virtual/in-person) with Whitewater's employers.
- e. Recruit Developer that would include a grocery merchant.
- f. Update regarding potential additions to the City's Zoning Code to allow for smaller homes on smaller lots.

- 7. Adjournment.** Moved by Gleason to adjourn the meeting; seconded by Kromholz. AYES: All by voice vote (5); NOES: None; ABSENT: Singer, Gildemeister. Meeting adjourned at 6:30 p.m.

Respectfully submitted,  
Bonnie Miller, Recorder

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**CDA Loan Recipient Presentations:**

Meeper – September 15, 2022  
Blueline Battery – October 20, 2022  
Learning Depot – October 20, 2022  
Recruit chute - TBD  
Scanalytics - TBD  
Slipstream – November 17, 2022



## COMMUNITY DEVELOPMENT AUTHORITY

### MINUTES

#### SPECIAL MEETING OF CDA THE BOARD OF DIRECTORS

**THURSDAY, AUGUST 11, 2022 AT 4:30 P.M.**

**This meeting was held virtually only (not in person).**

**CALL TO ORDER AND ROLL CALL.** The meeting was called to order at 4:45 p.m. by Vice-Chair, Jim Allen. PRESENT: Jim Allen, Jason Gleason, Jon Kachel, Singer; ABSENT: Jake Gildemeister, Joe Kromholz, Lisa Dawsey-Smith. STAFF PRESENT: Brad Marquardt (Public Works Director), Steve Hatton (Finance Director).

1. Moved by Allen and seconded by Kachel to waive the 72 hours notice, as required by City of Whitewater Transparency Ordinance. AYES: All by voice vote (4); NOES: None; ABSENT: Dawsey-Smith, Kromholz, Gildemeister.

**2. ADJOURN TO CLOSED SESSION.**

Moved by Allen, seconded by Kachel to adjourn to closed session per Wisconsin State Statutes 19.85(1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session". AYES: Allen, Kachel, Gleason, Singer; NOES: None; ABSENT: Gildemeister, Dawsey-Smith, Kromholz.

1. Consideration and possible action regarding Offer to Purchase the property located at 206 Cravath Street.

**3. RECONVENE INTO OPEN SESSION.**

Moved by Allen and seconded by Kachel to reconvene to open session to act on closed session item as needed. AYES: All by voice vote (4); NOES: None; ABSENT: Gildemeister, Kromholz, Dawsey-Smith. No action was taken.

4. **ADJOURN.** Moved by Allen and seconded by Kachel to adjourn the meeting. AYES: All by voice vote (4). Meeting adjourned at 5:33 p.m.

It is possible that a quorum of Common Council and Technology Park Board members may attend this meeting. Even if a quorum is present, no Common Council and/or Technology Park Board business will be conducted at this meeting. Anyone requiring special arrangements is asked to call the office of the City Manager/ City Clerk at least 24 hours prior to the meeting.

**CITY OF WHITEWATER**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2022**

**ECONOMIC DEVELOPMENT FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>OTHER FINANCING SOURCES</u>					
900-49265-56 TRANSFER TID #4 AFFORD HOUSING	.00	50,000.00	50,000.00	.00	100.0
900-49290-56 GENERAL FUND TRANSFER	.00	50,000.00	117,342.99	67,342.99	42.6
900-49300-56 FUND BALANCE APPLIED	.00	.00	2,517.46	2,517.46	.0
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>.00</b>	<b>100,000.00</b>	<b>169,860.45</b>	<b>69,860.45</b>	<b>58.9</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>100,000.00</b>	<b>169,860.45</b>	<b>69,860.45</b>	<b>58.9</b>

**CITY OF WHITEWATER**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2022**

**ECONOMIC DEVELOPMENT FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CDA</u>					
900-56500-111 SALARIES	3,076.80	37,775.91	77,351.72	39,575.81	48.8
900-56500-115 WAGES/PART-TIME/PERMANENT	1,571.16	13,510.68	22,129.35	8,618.67	61.1
900-56500-151 FRINGE BENEFITS	363.49	10,405.37	24,934.24	14,528.87	41.7
900-56500-210 PROFESSIONAL DEVELOPMENT	.00	665.00	3,500.00	2,835.00	19.0
900-56500-212 LEGAL SERVICES	.00	.00	12,500.00	12,500.00	.0
900-56500-215 PROFESSIONAL SERVICES	.00	1,510.75	2,500.00	989.25	60.4
900-56500-219 AUDIT FEES	.00	.00	4,000.00	4,000.00	.0
900-56500-222 COUNTY/REGIONAL ECON DEV	.00	8,436.00	9,250.00	814.00	91.2
900-56500-223 MARKETING	.00	.00	2,500.00	2,500.00	.0
900-56500-224 SOFTWARE/HARDWARE MAINTENANCE	63.17	2,844.96	3,344.43	499.47	85.1
900-56500-225 TELECOM/INTERNET/COMMUNICATION	634.03	1,312.39	2,120.71	808.32	61.9
900-56500-310 OFFICE & OPERATING SUPPLIES	42.81	289.08	600.00	310.92	48.2
900-56500-311 POSTAGE	.00	64.60	200.00	135.40	32.3
900-56500-320 DUES	.00	.00	1,180.00	1,180.00	.0
900-56500-325 PUBLIC EDUCATION	.00	39.00	50.00	11.00	78.0
900-56500-330 TRAVEL EXPENSE	.00	697.77	3,700.00	3,002.23	18.9
<b>TOTAL CDA</b>	<b>5,751.46</b>	<b>77,551.51</b>	<b>169,860.45</b>	<b>92,308.94</b>	<b>45.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>5,751.46</b>	<b>77,551.51</b>	<b>169,860.45</b>	<b>92,308.94</b>	<b>45.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 5,751.46)</b>	<b>22,448.49</b>	<b>.00</b>	<b>( 22,448.49)</b>	<b>.0</b>

Report Criteria:

Report type: GL detail  
 Invoice Detail, GL account = 9001000000-9009999999,9101000000-9109999999

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Notes	Description	Invoice Number	Invoice GL Account	Invoice Amount
<b>900</b>									
07/22	07/14/2022	93846	2003	BAKER TILLY VIRCHOW KRAUS		CIVIC SEMI ANNUAL MAINT JULY 1-DEC 31, 2022	CVC22363	900-56500-224	63.17
07/22	07/14/2022	93853	8438	JAMES LEASING LLC		June 2022 Copy Charge	JUNE 2022	900-56500-310	11.44
07/22	07/20/2022	93897	7906	WISNET		2022 INTERNET SERVICE	19485	900-56500-225	505.88
07/22	07/26/2022	900173	8487	US BANK	NAME BADGES-KATHRYN B	CDA-Name plate	July 2022	900-56500-310	31.37 ✓
Total 900:									611.86
<b>910</b>									
07/22	07/07/2022	93827	9473	MEYER, WINDY		DEEP CLEANING	659016	910-56500-408	255.00
Total 910:									255.00
Grand Totals:									866.86

**Bonnie Miller**

**From:** Name Badges Inc <support@namebadge.com>  
**Sent:** Thursday, June 16, 2022 8:30 AM  
**To:** Bonnie Miller  
**Subject:** Invoice Report

To: K. Boyd  
6/16/22

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kathryn Boyd

Invoice:#503923

**SHIPPING ADDRESS:**

Kathryn Boyd  
Community Development  
Authority of the City of  
Whitewater  
312 W. Whitewater St.  
Whitewater, Wisconsin  
53190  
United States  
2624730149

**BILLING ADDRESS:**

Kathryn Boyd  
Community Development  
Authority of the City of  
Whitewater  
312 W. Whitewater St.  
Whitewater, Wisconsin  
53190  
United States  
2624730149

**PAYMENT:**

Method: Credit card  
Card Number:  
8198

**NAME BADGES, INC.**

12240 SW 53RD STREET  
SUITE 511  
COOPER CITY FL 33330  
(800) 243-9227

[www.namebadge.com](http://www.namebadge.com)



2" x 10" - Metallic Gold - Black Desk Plate  
Holder - Template5

Joe Kromholz , Community Development  
Authority

2" x 10" - Metallic  
Gold - Black Desk  
Plate Holder -  
Template5

1x \$18.75 \$18.75

**SUBTOTAL:** \$18.75

**Production Price (Standard - 8 Business days):** \$3.99

**Standard Shipping:** \$6.99

**SALES TAX:** \$1.64

**TOTAL:** \$31.37

06/16/2022  
09:30

In checkout

900-56500-310  
Office + operating Supplies  
BTM

**CITY OF WHITEWATER  
BALANCE SHEET  
JULY 31, 2022**

**ECONOMIC DEVELOPMENT FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
900-11100 CASH	2,924.91	( 5,751.46)	15,548.26	18,473.17
900-19000 GASB 68-WRS NET PENSION ASSETS	27,755.39	.00	.00	27,755.39
900-19021 GASB 68-WRS DOR	45,943.68	.00	.00	45,943.68
900-19999 GASB 68-PENSION CLEARING ACCT	( 10,378.68)	.00	.00	( 10,378.68)
<b>TOTAL ASSETS</b>	<b>66,245.30</b>	<b>( 5,751.46)</b>	<b>15,548.26</b>	<b>81,793.56</b>
<u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
900-21100 ACCOUNTS PAYABLE	1,852.01	.00 (	1,852.01)	.00
900-21106 WAGES CLEARING	3,551.84	.00 (	3,551.84)	.00
900-25100 DUE TO GENERAL FUND	1,496.38	.00 (	1,496.38)	.00
900-29011 GASB 68-WRS DIR	60,841.45	.00	.00	60,841.45
<b>TOTAL LIABILITIES</b>	<b>67,741.68</b>	<b>.00 (</b>	<b>6,900.23)</b>	<b>60,841.45</b>
<u>FUND EQUITY</u>				
900-34300 PROPRIETARY CAPITAL	( 1,496.38)	.00	.00	( 1,496.38)
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	( 5,751.46)	22,448.49	22,448.49
BALANCE - CURRENT DATE	.00	( 5,751.46)	22,448.49	22,448.49
<b>TOTAL FUND EQUITY</b>	<b>( 1,496.38)</b>	<b>( 5,751.46)</b>	<b>22,448.49</b>	<b>20,952.11</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>66,245.30</b>	<b>( 5,751.46)</b>	<b>15,548.26</b>	<b>81,793.56</b>

**CITY OF WHITEWATER**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2022**

**CDA PROGRAMS FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>ACTION LOAN REVENUE</u>					
910-46001-00 INT INC-ACTION-LRN DEPOT \$41K	103.05	760.98	.00	( 760.98)	.0
910-46003-00 INT INC-ACTION-BIKEWISE \$23K	31.80	434.58	.00	( 434.58)	.0
910-46004-00 INT INC-ACTION-MEEPER \$97K	.00	1,414.85	.00	( 1,414.85)	.0
910-46005-00 INT INC-ACTION-MEEPER \$82K	.00	1,232.29	.00	( 1,232.29)	.0
910-46006-00 INT INC-ACTION-BLUELINE \$34K	95.12	685.06	.00	( 685.06)	.0
910-46007-00 INT INC-ACTION-BLUELINE \$45K	125.74	615.03	.00	( 615.03)	.0
910-46008-00 INT INC-ACTION-SAFEPRO \$100K	100.00	100.00	.00	( 100.00)	.0
<b>TOTAL ACTION LOAN REVENUE</b>	<b>455.71</b>	<b>5,242.79</b>	<b>.00</b>	<b>( 5,242.79)</b>	<b>.0</b>
<u>MISCELLANEOUS REVENUE</u>					
910-48103-00 INTEREST INCOME-FACADE	32.84	78.89	.00	( 78.89)	.0
910-48104-00 INTEREST INCOME-HOUSING	9.28	22.59	.00	( 22.59)	.0
910-48108-00 INTEREST INCOME-SEED FUND	.24	.84	.00	( .84)	.0
910-48109-00 INTEREST INCOME-ACTION FUND	323.67	904.52	.00	( 904.52)	.0
910-48605-00 RENTAL INCOME-CROP LEASES	.00	14,875.50	.00	( 14,875.50)	.0
910-48680-00 ADMINISTRATION FEE-LOANS	.00	2,770.00	.00	( 2,770.00)	.0
910-48700-00 GAIN ON SALE OF LAND	.00	127,923.00	.00	( 127,923.00)	.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>366.03</b>	<b>146,575.34</b>	<b>.00</b>	<b>( 146,575.34)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>821.74</b>	<b>151,818.13</b>	<b>.00</b>	<b>( 151,818.13)</b>	<b>.0</b>

**CITY OF WHITEWATER**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 7 MONTHS ENDING JULY 31, 2022**

**CDA PROGRAMS FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CDA PROGRAMS</u>					
910-56500-212 LEGAL/PROFESSIONAL/MARKETING	.00	10,025.00	.00	( 10,025.00)	.0
910-56500-219 PROFESSIONAL SERVICES	.00	4,718.00	.00	( 4,718.00)	.0
910-56500-295 ADMINISTRATIVE EXPENSE	3,500.00	3,500.00	.00	( 3,500.00)	.0
910-56500-401 BUSINESS PARK DEVELOP EXP	.00	27,291.35	.00	( 27,291.35)	.0
910-56500-404 HOUSING LOANS	.00	40.00	.00	( 40.00)	.0
910-56500-408 RENTAL EXPENSES	( 291.54)	232,161.04	.00	( 232,161.04)	.0
<b>TOTAL CDA PROGRAMS</b>	<b>3,208.46</b>	<b>277,735.39</b>	<b>.00</b>	<b>( 277,735.39)</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>3,208.46</b>	<b>277,735.39</b>	<b>.00</b>	<b>( 277,735.39)</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 2,386.72)</b>	<b>( 125,917.26)</b>	<b>.00</b>	<b>125,917.26</b>	<b>.0</b>

<b>910.11600 HOUSING RLF / XXX553</b>	<b>Total Deposit</b>	<b>Debit</b>	<b>910-11600</b>	-	
HO# 1 Payment	Principle	Credit	910-14027		
HO# 11 Payoff	Principle	Credit	910-14037		
<b>910.11800 ACTION-BUSINESS DEV / XXX</b>	<b>Total Deposit</b>	<b>Credit</b>	<b>910-11800</b>	5,114.60	
PAUQUETTE CENTER LOAN RECV	Principle	Debit	910-13500	(1,289.52)	ACH PYMT 07-05-2022
ACTION-BIKEWISE-\$23,099	Principle	Credit	910-13503	(1,968.20)	CK 10696 PYMT 07-06-2022
INT INC-ACTION-BIKEWISE \$23K	Interest	Credit	910-46003-00	(31.80)	CK 10696 PYMT 07-06-2022
ACTION-BLUE LINE \$34,520	Principle	Credit	910-13506	(363.85)	ACH PYMT 07-06-2022
INT INC-ACTION-BLUELINE \$34K	Interest	Credit	910-46006-00	(93.91)	ACH PYMT 07-06-2022
ACTION-BLUE LINE \$45,457	Principle	Debit	910-13507	(443.53)	ACH PYMT 07-19-2022
INT INC-ACTION-BLUELINE \$45K	Interest	Credit	910-46007-00	(125.74)	ACH PYMT 07-19-2022
ACTION-MEEPER TECH-\$97,907	Principle	Credit	910-13504		REQUESTED TO HAVE ALL PAYMENTS STOPPED
INT INC-ACTION-MEEPER \$97K	Interest	Credit	910-46004-00		REQUESTED TO HAVE ALL PAYMENTS STOPPED
ACTION-MEEPER-\$82,310	Principle	Credit	910-13505		REQUESTED TO HAVE ALL PAYMENTS STOPPED
INT INC-ACTION-MEEPER \$82K	Interest	Credit	910-46005-00		REQUESTED TO HAVE ALL PAYMENTS STOPPED
ACTION-LEARNING DEPOT \$41,294	Principle	Credit	910-13501	(595.00)	ACH PYMT 07-01-2022
INT INC-ACTION-LRN DEPOT \$41K	Interest	Credit	910-46001-00	(103.05)	ACH PYMT 07-01-2022
ACTION-SAFEPRO TECH \$100K	Principle	Credit	910-13509		
INT INC-ACTION-SAFEPRO \$100K	Interest	Credit	910-46008-00	(100.00)	ACH PAYMENT 07-20-2022
<b>910.11900-CAP CATALYST-ASSOC. BANK</b>	<b>Total Deposit</b>	<b>Credit</b>	<b>910-11900</b>	-	
	Interest	Credit	910-43015-00		
RENTAL EXPENSES			910-56500-408	76.94	206 E CRAVATH ELECTRIC CHARGES
RENTAL EXPENSES			910-56500-408	39.37	206 E CRAVATH-WATER/SEWER
RENTAL EXPENSES			910-56500-408	(917.85)	206 E CRAVATH-RETURN MEDICINE CABINETS
RENTAL EXPENSES			910-56500-408	255.00	206 E CRAVATH-WINDY MEYER DEEP CLEANING
ACTION-BUS DEV-BUS PARK-XXX127			910-11800	546.54	206 E CRAVATH EXPENSES

07/20/2022

<b>Bill Date</b> 07/08/2022	<b>Account Number</b> 0713499904-00076	<b>Next Meter Read Date</b> 08/08/2022	<b>Amount Due</b> \$76.94	<b>Payment Due Date</b> 08/04/2022
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**Customer Name** CITY OF WHITEWATER  
**Service Address** 206 E CRAVATH ST  
 WHITEWATER WI 53190-1408

**Activity Since Last Bill**

06/08/2022 Previous Balance	\$36.05
07/01/2022 Payment	-\$36.05
Balance	\$0.00
Total Current Charges	\$76.94
Total Current Balance	\$76.94

**Electric Service**

**Residential Electric Service Rg1**

<b>Meter NZT954790</b>	Actual Reading 07/08/2022	11052
	Actual Reading 06/08/2022	-10715
	Total Electric Use	337 KWH

**Energy Charges/Credits**

Facilities	30 Days at \$0.52602	\$15.78
Energy Charge	337 KWH at \$0.13724	\$46.25
Fuel Cost Adjustment	337 KWH at \$0.00764	\$2.57

**Other Service Charges/Credits**

Environmental Control Charge	337 KWH at \$0.00049	\$0.17
State Low Income Assistance Fee	3% of \$64.77	\$1.94
<b>Subtotal:</b>		<b>\$66.71</b>

**Electric Service Total: \$66.71**

**Gas Service**

**Residential Gas Service (WEGO) Rg-1**

<b>Meter 0461574</b>	Actual Reading 07/07/2022	3099
	Actual Reading 06/06/2022	-3099
	Total Gas Use	0 CCF

0 CCF x 1.063 BTU = 0 Therms

**Local Distribution Service**

Facilities	31 Days at \$0.33000	\$10.23
<b>Subtotal:</b>		<b>\$10.23</b>

**Gas Service Total: \$10.23**

**Messages**

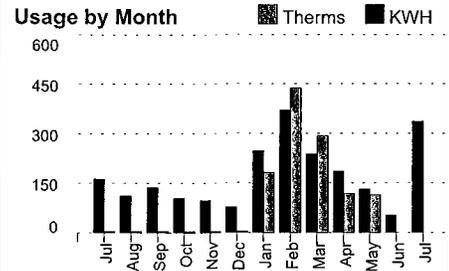
The service for your account is showing zero energy use. Please call us if you feel this is inaccurate, or if you want to stop service.

Your bill includes an Environmental Control Charge (ECC) to cover the purchase of bonds used to lower Pleasant Prairie Power Plant retirement costs. The ECC rate changed effective June 1, 2022. Please see your bill for details.

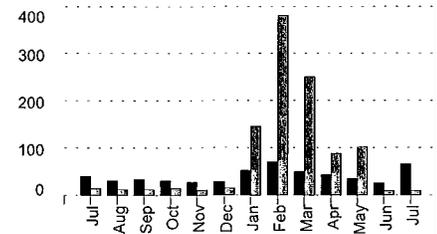
**Account Summary**  
 Bill Period: 06/07/2022 to 07/07/2022

	Jul 2022	Jun 2022	Jul 2021
Billing Days	31	33	35
Avg Temp	71°F	64°F	71°F
Heating Deg Days	1	126	6
Cooling Deg Days	248	109	298
KWH Used	337	53	164
Avg KWH / Day	10.9	1.6	4.7
Therms Used	0	0	4.3
Avg Therms / Day	0	0	0.1
Utility Gas Cost	\$0.35	\$0.35	\$0.35

**Graphs**



**Charges by Month**



Please return this stub with your payment.

ACCOUNT NUMBER: 0713499904-00076



CITY OF WHITEWATER  
 C/O ATTN: CDA  
 312 W WHITEWATER ST  
 WHITEWATER WI 53190-1940

We Energies  
 PO Box 6042  
 Carol Stream IL 60197-6042

<b>Amount Due By</b> 08/04/2022 <b>\$76.94</b>
Please write your account number on your check
Amount Enclosed
<input type="text"/>



**Customer Number**  
 1705400004  
**Due Date**  
 8/22/2022  
**Amount Due**  
 \$35.91

City of Whitewater, WI (Utilities)  
 312 W. Whitewater St.  
 Whitewater WI 53190

**Service Address**  
 206 E CRAVATH ST

CITY OF WHITEWATER  
 206 E CRAVATH ST  
 WHITEWATER WI 53190

**Account Number**  
 1705400004

**Customer Name**  
 CITY OF WHITEWATER

**Service Address**  
 206 E CRAVATH ST

Meter Number	Read Dates	Read Type	Meter Readings			Demand	Mul	Usage		
			Present	Previous	Comments					
49032926	Water	07/29/2022	06/30/2022		306448	306441		0	0.0	7

**BILL DETAILS**

WATER USAGE	7	0.02
WATER BASE CHARGE		8.50
SEWER USAGE	7	0.08
SEWER BASE CHARGE		12.75
STORM WATER		6.17
PUBLIC FIRE PROTECT		8.39
<b>Previous Balance</b>		<b>\$39.37</b>
<b>Payments</b>		<b>\$39.37</b>
<b>Current Charges</b>		<b>\$35.91</b>
<b>Adjustments</b>		<b>\$0.00</b>
<b>Total Amount Due</b>		<b>\$35.91</b>
<b>Due Date</b>		<b>8/22/2022</b>

# Invoice

TO FINANCE  
7/5/2022

659016

SOLD TO Brad Marquardt / City of Whitewater		SHIP TO Windy Meyer	
ADDRESS 206 E. Canalath St		ADDRESS 909 W. Walworth Ave.	
CITY, STATE, ZIP Whitewater		CITY, STATE, ZIP Whitewater, WI 53190	
CUSTOMER ORDER NO. June 28th	SOLD BY Windy's Personal Cleaning	TERMS	F.O.B.
			DATE 6/28/22

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
6/28		Deep Cleaning	\$30 per	7.5 hrs	\$255.00
<b>Total Owed</b> <b>\$255.00</b>					
910-56500-408					
BJM 7/5/2022					

**CITY OF WHITEWATER  
BALANCE SHEET  
JULY 31, 2022**

**CDA PROGRAMS FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>LIABILITIES</u>				
910-22000 ACCUM DEPREC-BUILDING	1,343,994.20	.00	.00	1,343,994.20
910-25100 DUE TO GENERAL FUND	1,247.43	.00 (	1,247.43)	.00
<b>TOTAL LIABILITIES</b>	<b>1,345,241.63</b>	<b>.00 (</b>	<b>1,247.43)</b>	<b>1,343,994.20</b>
<u>FUND EQUITY</u>				
910-30110 CONTRIBUTED CAPITAL	456,815.37	.00	.00	456,815.37
910-34300 PROPRIETARY CAPITAL	6,903,406.99	.00 (	127,923.00)	6,775,483.99
910-34400 RESERVE FOR LAND PURCHASES	110,108.94	.00	127,923.00	238,031.94
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00 (	2,386.72)	( 125,917.26)	( 125,917.26)
<b>BALANCE - CURRENT DATE</b>	<b>.00 (</b>	<b>2,386.72)</b>	<b>( 125,917.26)</b>	<b>( 125,917.26)</b>
<b>TOTAL FUND EQUITY</b>	<b>7,470,331.30</b>	<b>( 2,386.72)</b>	<b>( 125,917.26)</b>	<b>7,344,414.04</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>8,815,572.93</b>	<b>( 2,386.72)</b>	<b>( 127,164.69)</b>	<b>8,688,408.24</b>

**CITY OF WHITEWATER  
BALANCE SHEET  
JULY 31, 2022**

**CDA PROGRAMS FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
910-11100 CASH	.00 (	255.00) (	255.00) (	255.00)
910-11600 CDBG-HOUSING CHK-1CSB XXX450	17,955.87	9.28 (	4,302.41)	13,653.46
910-11702 FACADE CKING-1ST CIT- XXX442	48,253.83	32.84	78.89	48,332.72
910-11800 ACTION-BUS DEV-BUS PARK-XXX127	628,512.96	5,984.81 (	389,665.73)	238,847.23
910-11801 ACTION-LAND PURCHASE-XXX127	110,108.94	.00	127,923.00	238,031.94
910-11806 ACTION-DONATIONS (CEV)-XXX127	3,500.00 (	3,500.00) (	3,500.00)	.00
910-11900 CAP CAT-ASSOC BK XXXXX3734	1,108.49	.24	.84	1,109.33
910-13500 PAUQUETTE CENTER LOAN RECV	142,845.76 (	1,289.52) (	9,026.64)	133,819.12
910-13501 ACTION-LEARNING DEPOT \$41,294	34,445.39 (	595.00) (	4,125.37)	30,320.02
910-13503 ACTION-BIKEWISE-\$23,099	17,037.59 (	1,968.20) (	9,466.79)	7,570.80
910-13504 ACTION-MEEPER TECH-\$97,907	86,916.90	.00 (	5,125.27)	81,791.63
910-13505 ACTION-MEEPER-\$82,310	74,833.58	.00 (	3,019.09)	71,814.49
910-13506 ACTION-BLUE LINE \$34,520	30,178.83 (	362.64) (	2,365.87)	27,812.96
910-13507 ACTION-BLUE LINE \$45,457	40,802.73 (	443.53) (	3,523.25)	37,279.48
910-13508 ACTION-FINE FOOD ARTS \$31,810	30,000.00	.00	.00	30,000.00
910-13509 ACTION-SAFEPRO TECH \$100K	.00	.00	100,000.00	100,000.00
910-13510 ACTION-SWSPOT/GILDEMEISTER 54K	.00	.00	54,000.00	54,000.00
910-13999 ACTION LOAN-LOAN LOSS RESERVE	( 53,273.32)	.00	.00 (	53,273.32)
910-14000 CDBG HOUSING-MO301	8,220.00	.00	.00	8,220.00
910-14001 CDBG HOUSING-A8416	10,203.84	.00	.00	10,203.84
910-14003 CDBG HOUSING-B935	18,420.02	.00	.00	18,420.02
910-14006 CDBG HOUSING-C932	8,062.00	.00	.00	8,062.00
910-14009 CDBG HOUSING-J8802	10,818.00	.00	.00	10,818.00
910-14011 CDBG HOUSING-M8501	11,000.90	.00	.00	11,000.90
910-14013 CDBG HOUSING-P954	11,000.00	.00	.00	11,000.00
910-14016 CDBG HOUSING-V902	12,504.15	.00	.00	12,504.15
910-14025 CDBG HOUSING-M0801	18,422.00	.00	.00	18,422.00
910-14026 CDBG HOUSING-B0803-0901	34,448.00	.00	.00	34,448.00
910-14030 CDBG HOUSING-HO#13-2016	8,000.00	.00	.00	8,000.00
910-14031 CDBG HOUSING-HO#4	37,795.00	.00	.00	37,795.00
910-14038 CDBG HOUSING-HO#14	18,000.00	.00	.00	18,000.00
910-14039 CDBG HOUSING-HO#15	36,815.00	.00	.00	36,815.00
910-14040 CDBG HOUSING-HO#18	.00	.00	4,235.00	4,235.00
910-15000 CAP CAT-SLIPSTREAM-\$102,500	102,500.00	.00	.00	102,500.00
910-15003 CAP CAT-SLIPSTREAM-\$42,000	42,000.00	.00	.00	42,000.00
910-15004 CAP CAT-MEEPER TECH-\$102,000	102,000.00	.00	.00	102,000.00
910-15006 CAP CAT- ROYAL-INVENT-27.5K	27,500.00	.00	.00	27,500.00
910-15011 CAP CAT-ROYAL-SCANALYTICS-95K	97,500.00	.00	.00	97,500.00
910-15012 CAP CAT-ROYAL-INVENTALATOR-75K	77,500.00	.00	.00	77,500.00
910-15015 CAP CAT-BLUELINE BATT-\$64,614	64,614.00	.00	.00	64,614.00
910-15017 CAP CAT-BLUELINE BATT \$36,600	36,600.00	.00	.00	36,600.00
910-15018 CAP CAT-RECRUITCHUTE \$51,050	51,050.00	.00	.00	51,050.00
910-16008 FACADE-BOWERS HOUSE LLC \$50K	.00	.00	50,000.00	50,000.00
910-17002 UDAG-SLIPSTREAM-LOC	12,500.00	.00	.00	12,500.00
910-17999 UDAG-LOAN LOSS RESERVE	( 12,500.00)	.00	.00 (	12,500.00)
910-18100 DUE FROM GENERAL FUND	50,000.00	.00 (	50,000.00)	.00
910-18350 LAND	481,816.32	.00	.00	481,816.32
910-18360 REAL ESTATE	6,225,556.15	.00	20,973.00	6,246,529.15
<b>TOTAL ASSETS</b>	<b>8,815,572.93 (</b>	<b>2,386.72) (</b>	<b>127,164.69)</b>	<b>8,688,408.24</b>

LIABILITIES AND EQUITY

ACTION FUND		ORIGINAL	06/30/2022				07/31/2022		07/31/2022		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance		NOTES	
910-13500	PAUQUETTE CENTER LOAN REC	\$88,660.00	\$135,108.64	1,289.52	0.00	1,289.52	\$133,819.12	\$133,819.12	\$0.00	Current	
910-13501	ACTION-LEARNING DEPOT \$41,294	\$41,294.63	\$30,915.02	595.00	103.05	698.05	\$30,320.02	\$30,320.02	\$0.00	Current	
910-13502	ACTION-IBUTTONLINK \$9,682	\$9,682.42	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	Loan Satisfied 07-27-2021	
910-13503	ACTION-BIKEWISE-\$23,099	\$23,099.36	\$9,539.00	1,968.20	31.80	2,000.00	\$7,570.80	\$7,570.80	\$0.00	Current	
910-13504	ACTION-MEEPER TECH-\$97,907	\$97,907.69	\$81,791.63	0.00	0.00	0.00	\$81,791.63	\$81,791.63	\$0.00	Current	
910-13505	ACTION-MEEPER-\$82,310	\$82,310.00	\$71,814.49	0.00	0.00	0.00	\$71,814.49	\$71,814.49	\$0.00	Current	
910-13506	ACTION-BLUE LINE \$34,520	\$34,520.75	\$28,175.60	362.64	95.12	457.76	\$27,812.96	\$27,812.96	\$0.00	Current	
910-13507	ACTION-BLUE LINE \$45,457	\$45,457.82	\$37,723.01	443.53	125.74	569.27	\$37,279.48	\$37,279.48	\$0.00	Current	
910-13508	ACTION-FINE FOOD ARTS \$31,810	\$30,000.00	\$30,000.00	0.00	0.00	0.00	\$30,000.00	\$30,000.00	\$0.00	New loan Dec 2021	
910-13509	ACTION-SAFEPRO TECH \$100K	\$104,940.00	\$100,000.00	0.00	100.00	100.00	\$100,000.00	\$100,000.00	\$0.00	New loan April 2022	
910-13510	ACTION-SWSPOT/GILDEMEISTER 54K	\$54,000.00	\$54,000.00	0.00	0.00	0.00	\$54,000.00	\$54,000.00	\$0.00	New loan June 2022	
910-17002	UDAG-SLIPSTREAM-LOC	\$12,500.00	\$12,500.00	0.00	0.00	0.00	\$12,500.00	\$12,500.00	\$0.00		
<b>TOTALS</b>		<b>\$624,372.67</b>	<b>\$591,567.39</b>	<b>\$4,658.89</b>	<b>\$455.71</b>	<b>\$5,114.60</b>	<b>\$586,908.50</b>	<b>\$586,908.50</b>	<b>\$0.00</b>		
910-13999	ACTION LOAN-LOAN LOSS RESERVE		(\$53,273.32)	0.00	0.00	0.00	(\$53,273.32)	(\$53,273.32)			
910-17999	UDAG-LOAN LOSS RESERVE		(\$12,500.00)	0.00	0.00	0.00	(\$12,500.00)	(\$12,500.00)			

FAÇADE LOAN		ORIGINAL	06/30/2022				07/31/2022		07/31/2022		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance		NOTES	
910-16008	FAÇADE-BOWERS HOUSE LLC \$50K	-	50,000.00	-	-	-	50,000.00	50,000.00	-	New loan April 2022	
<b>TOTALS \$</b>		<b>-</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>		

CAPITAL CATALYST		ORIGINAL	06/30/2022				07/31/2022		07/31/2022		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance		NOTES	
910-15000	CAP CAT-SLIPSTREAM-\$102,500	\$102,500.00	\$102,500.00	0.00	0.00	0.00	\$102,500.00	\$102,500.00	\$0.00	interest only	
910-15003	CAP CAT-SLIPSTREAM-\$42,000	\$42,000.00	\$42,000.00	0.00	0.00	0.00	\$42,000.00	\$42,000.00	\$0.00	annual net revenue royalty-no payments have been received.	
910-15004	CAP CAT-MEEPER TECH-\$102,000	\$102,000.00	\$102,000.00	0.00	0.00	0.00	\$102,000.00	\$102,000.00	\$0.00	annual net revenue royalty-no payments have been received.	
910-15006	CAP CAT- ROYAL-INVENT-27.5K	\$27,500.00	\$27,500.00	0.00	0.00	0.00	\$27,500.00	\$27,500.00	\$0.00	annual net revenue royalty-no payments have been received.	
910-15011	CAP CAT-ROYAL-SCANALYTICS-95K	\$97,500.00	\$97,500.00	0.00	0.00	0.00	\$97,500.00	\$97,500.00	\$0.00	annual net revenue royalty-first payment due October 2016	
910-15012	CAP CAT-ROYAL-INVENTALATOR-75K	\$77,500.00	\$77,500.00	0.00	0.00	0.00	\$77,500.00	\$77,500.00	\$0.00	First payment received 08-21-2018	
910-15015	CAP CAT-BLUELINE BATT-\$64,614	\$64,614.00	\$64,614.00	0.00	0.00	0.00	\$64,614.00	\$64,614.00	\$0.00		
910-15017	CAP CAT-BLUELINE BATT \$36,600	\$36,600.00	\$36,600.00	0.00	0.00	0.00	\$36,600.00	\$36,600.00	\$0.00		
910-15018	CAP CAT-RECRUITCHUTE \$51,050	\$51,050.00	\$51,050.00	0.00	0.00	0.00	\$51,050.00	\$51,050.00	\$0.00		
<b>TOTALS</b>		<b>\$601,264.00</b>	<b>\$601,264.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$601,264.00</b>	<b>\$601,264.00</b>	<b>\$0.00</b>	<b>NOTES</b>	
910-15999	CAP CAT-LOAN LOSS RESERVE		\$0.00					\$0.00			

HOUSING		ORIGINAL	06/30/2022				07/31/2022		07/31/2022		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance		Current	
910-14000	CDBG HOUSING-MO301	\$8,220.00	\$8,220.00	0.00	0.00	0.00	\$8,220.00	\$8,220.00	\$0.00		
910-14001	CDBG HOUSING-A8416	\$10,203.84	\$10,203.84	0.00	0.00	0.00	\$10,203.84	\$10,203.84	\$0.00		
910-14003	CDBG HOUSING-B935	\$18,420.02	\$18,420.02	0.00	0.00	0.00	\$18,420.02	\$18,420.02	\$0.00		
910-14006	CDBG HOUSING-C932	\$8,062.00	\$8,062.00	0.00	0.00	0.00	\$8,062.00	\$8,062.00	\$0.00		
910-14009	CDBG HOUSING-J8802	\$10,818.00	\$10,818.00	0.00	0.00	0.00	\$10,818.00	\$10,818.00	\$0.00		
910-14011	CDBG HOUSING-M8501	\$11,000.90	\$11,000.90	0.00	0.00	0.00	\$11,000.90	\$11,000.90	\$0.00		
910-14013	CDBG HOUSING-P954	\$11,000.00	\$11,000.00	0.00	0.00	0.00	\$11,000.00	\$11,000.00	\$0.00		
910-14016	CDBG HOUSING-V902	\$12,504.15	\$12,504.15	0.00	0.00	0.00	\$12,504.15	\$12,504.15	\$0.00		
910-14025	CDBG HOUSING-M0801	\$18,422.00	\$18,422.00	0.00	0.00	0.00	\$18,422.00	\$18,422.00	\$0.00		
910-14026	CDBG HOUSING-B0803-0901	\$34,448.00	\$34,448.00	0.00	0.00	0.00	\$34,448.00	\$34,448.00	\$0.00		
910-14030	CDBG HOUSING-HO#13-2016	\$8,000.00	\$8,000.00	0.00	0.00	0.00	\$8,000.00	\$8,000.00	\$0.00		
910-14031	CDBG HOUSING-HO#4	\$37,795.00	\$37,795.00	0.00	0.00	0.00	\$37,795.00	\$37,795.00	\$0.00		
910-14038	CDBG HOUSING-HO#14	\$14,671.00	\$18,000.00	0.00	0.00	0.00	\$18,000.00	\$18,000.00	\$0.00		
910-14039	CDBG HOUSING-HO#15	\$21,090.00	\$36,815.00	0.00	0.00	0.00	\$36,815.00	\$36,815.00	\$0.00		
910-14040	CDBG HOUSING-HO#18	\$4,235.00	\$4,235.00	0.00	0.00	1.00	\$4,235.00	\$4,235.00	\$0.00		
<b>TOTALS</b>		<b>\$228,889.91</b>	<b>\$247,943.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1.00</b>	<b>\$247,943.91</b>	<b>\$247,943.91</b>	<b>\$0.00</b>		
910-14999	CDBG HOUSING-LOAN LOSS RESERVE		\$0.00					\$0.00			
910-35000	GENERAL LOAN LOSS RESERVE		\$0.00					\$0.00			

Account Name	CDA Operating	Action Bus Dev (UDAG) Checking	Façade Checking	CDBG Housing	Capital Cat Checking
Fund Account Number	Fund 900	Fund 910 xxx-127	Fund 910 xxx-442	Fund 910 xxx-450	Fund 910 xxxxxx3734
Bank	1st Citizens	1st Citizens	1st Citizens	1st Citizens	Associated
Interest Rate	0.86%	0.86%	0.86%	0.86%	0.25%
GL Account Number(s)	900-11100	910-11800 910-11801 910-11806	910-11702	910-11600	910-11900
<b>GL Balance as of:</b>					
08/31/2021	52,011.11	619,349.49	98,235.91	12,841.75	11,106.81
09/30/2021	39,803.53	619,481.41	98,239.95	18,528.59	11,106.96
10/31/2021	24,010.42	766,094.92	98,243.85	18,529.33	11,107.90
11/30/2021	11,388.64	771,188.32	98,248.16	17,954.75	1,108.40
12/31/2021	2,924.91	742,121.90	48,253.83	17,955.87	1,108.49
01/31/2022	36,142.50	778,017.79	48,256.47	17,906.85	1,108.58
02/28/2022	19,109.24	801,151.59	48,259.16	13,997.64	1,108.67
03/31/2022	8,172.91	896,389.22	48,262.70	13,998.67	1,108.76
04/30/2022	41,737.78	548,362.38	48,267.82	13,635.13	1,108.85
05/31/2022	29,441.85	537,221.02	48,278.66	13,638.19	1,108.94
06/30/2022	24,224.63	474,394.36	48,299.88	13,644.18	1,109.09
07/31/2022	18,473.17	476,879.17	48,332.72	13,653.46	1,109.33
<b>Outstanding items</b>		-371.31			
<b>Current Bank Balance</b>	<b>18,473.17</b>	<b>477,250.48</b>	<b>48,332.72</b>	<b>13,653.46</b>	<b>1,109.33</b>
<b>Difference:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Monthly GL bank balances may not agree with the actual month end bank account balances due to outstanding items.

**July 2022 Interest Income**

ACTION-BUS DEV-BUS PARK-XXX127	910-11800	323.67	July 2022 Interest Income
FACADE CKING-1ST CIT- XXX442	910-11702	32.84	July 2022 Interest Income
CDBG-HOUSING CHK-1CSB XXX450	910-11600	9.28	July 2022 Interest Income
CAP CAT-ASSOC BK XXXXX3734	910-11900	0.24	July 2022 Interest Income
INTEREST INCOME-ACTION FUND	910-48109-00	(323.67)	July 2022 Interest Income
INTEREST INCOME-FACADE	910-48103-00	(32.84)	July 2022 Interest Income
INTEREST INCOME-HOUSING	910-48104-00	(9.28)	July 2022 Interest Income
INTEREST INCOME-SEED FUND	910-48108-00	(0.24)	July 2022 Interest Income

Approved by Wisconsin Real Estate Examining Board  
5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)

Platner Realty

**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 08/09/2022 and signed by Buyer Richard H Krause Jr, Trustee, Pamela T  
2 Kraus, Trustee for purchase of real estate at 206 E Cravath St, Whitewater, WI 53190-1408  
3 \_\_\_\_\_ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**  
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7 1. Purchase price: Lines 9-10 of WB-11 Offer To Purchase shall read \$250,000, (Two Hundred  
8 Fifty Thousand)

9 \_\_\_\_\_  
10 2. There will be a covenant imposed on the property in effect for 5 years that provides:  
11 The property may only be occupied by a Single Family which is defined as a group of two or  
12 more individuals who are related by blood, marriage, adoption, domestic partnership, or  
13 civil union. Family members related by blood include but are not limited to grandparents,  
14 aunts, uncles, nieces, nephews, and first cousins

15 \_\_\_\_\_  
16 3. This counteroffer, if accepted, is contingent on approval of the CDA in open session  
17 within 7 days of acceptance

18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 The attached \_\_\_\_\_ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.  
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party  
31 making the Counter-Offer on or before August 15, 2022 (Time is of  
32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,  
33 unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**  
35 **provided at lines 30-32.**

36 This Counter-Offer was drafted by Linda Platner - Platner Realty on 08/12/2022  
37 Licensee and Firm ▲ Date ▲

38 (x) Richard H Krause Jr, Trustee 08/12/2022  
39 Buyer's Signature ▲ Date ▲  
40 Print name ▶ Richard H Krause Jr, Trustee

(x) Brad Marquardt 08/12/2022  
Seller's Signature ▲ Date ▲  
Print name ▶ Brad Marquardt City of Whitewater

41 (x) Pamela T Kraus 08/12/2022  
42 Buyer's Signature ▲ Date ▲  
43 Print name ▶ Pamela T Kraus, Trustee

(x) \_\_\_\_\_ 08/12/2022  
Seller's Signature ▲ Date ▲  
Print name ▶ \_\_\_\_\_

44 This Counter-Offer was presented by Heather Spies - Platner Realty on 08/12/2022  
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**  
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**  
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**  
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

Approved by the Wisconsin Real Estate Examining Board  
8-1-20 (Optional Use Date) 9-1-20 (Mandatory Use Date)

Platner Realty  
Page 1 of 10, WB-11

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON August 9, 2022 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Richard H Kraus Jr, Trustee, Pamela T Kraus, Trustee,  
4 offers to purchase the Property known as [Street Address] 206 E Cravath St

5  
6 in the City of Whitewater, County

7 of Walworth Wisconsin (insert additional description, if any, at lines 543-551 or

8 in an addendum per line 573), on the following terms:  
9 **PURCHASE PRICE** The purchase price is Two Hundred Forty-Six Thousand

10 \_\_\_\_\_ Dollars (\$246,000.00).  
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 20-23), and the following additional items: \_\_\_\_\_  
13 dishwasher, stove/oven, refrigerator

14  
15  
16

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

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
20 lines 12-16) and the following: \_\_\_\_\_

21  
22  
23

24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented**  
25 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**

26 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or  
27 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
28 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
29 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;  
30 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units  
31 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor  
32 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting  
33 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central  
34 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;  
35 fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations  
36 and docks/piers on permanent foundations.

37 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water**  
38 **treatment systems, LP tanks, etc.) on lines 20-23 or at lines 543-551 or in an addendum per line 573).**

39 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
40 on or before 08/15/2022 by 3pm. Seller may keep the

41 Property on the market and accept secondary offers after binding acceptance of this Offer.

42 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**  
43 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
44 copies of the Offer.

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

47 **CLOSING** This transaction is to be closed on August 29, 2022  
48 at Fidelity Land Title at the place selected by Seller,

49 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state  
50 holiday, the closing date shall be the next Business Day.

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

55 **EARNEST MONEY**

56 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

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

58 ■ EARNEST MONEY of \$ 3,000.00 will be mailed, or commercially, electronically  
59 or personally delivered within 5 days ("5" if left blank) after acceptance.

60 All earnest money shall be delivered to and held by (listing Firm) (~~drafting Firm~~) (other identified as

61 \_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**  
62 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

63 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
64 **attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special**  
65 **disbursement agreement.**

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

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

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

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

91 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
92 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  
93 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

105 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
106 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in  
107 Seller's Real Estate Condition Report dated June 24, 2022, which was received by Buyer prior to Buyer signing  
108 this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
109 \_\_\_\_\_

110 \_\_\_\_\_  
111 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

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

113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the  
114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

- 115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or  
117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke  
119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water  
123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other  
124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic  
125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on  
126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
130 substances on neighboring properties.
- 131 h. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other  
134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned  
135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground  
137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the  
138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,  
139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an  
141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling  
143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose  
144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting  
146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving  
147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin  
152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures  
153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the  
155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited  
156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of  
163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
165 driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance  
167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or  
171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one  
173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or  
 177 excessive sliding, settling, earth movement or upheavals.

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

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

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

193 **n/a** **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection  
 195 of the Property after the date on line 1 of this Offer that discloses no Defects.

196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
 197 inspection of \_\_\_\_\_

198 \_\_\_\_\_ (list any Property component(s)  
 199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
 201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent  
 202 inspector or independent qualified third party.

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

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

206 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
 207 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  
 208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the**  
 213 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
 214 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
 215 **of the premises.**

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

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

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

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

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

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

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

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

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

227 **n/a** **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the  
 228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable  
 229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards  
 230 indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE**  
 231 ("Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance delivers  
 233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi or higher and written notice objecting to  
 234 the radon level in the report.

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

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

237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,

238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by  
239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L  
240 pCi/L no later than three days prior to closing.

241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

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

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

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

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

246 **NOTE: For radon information refer to the EPA at [epa.gov/radon](http://epa.gov/radon) or the DHS at [dhs.wisconsin.gov/radon](http://dhs.wisconsin.gov/radon).**

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**

248  **n/a FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
249 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
250 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than  
251 \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
252 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
255 to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan  
256 sources or obtaining a construction loan or land contract financing, describe at lines 543-551 or in an addendum attached  
257 per line 573. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
259 lender's appraiser access to the Property.

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

263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**

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

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

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

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

274 (1) signed by Buyer; or

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

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

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

281 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.  
282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
283 written loan commitment from Buyer.

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

288  **n/a SELLER FINANCING:** Seller shall have 10 days after the earlier of:

289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or

290 (2) the Deadline for delivery of the loan commitment set on line 250

291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same  
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
295 worthiness for Seller financing.

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

- 298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
- 299 the time of verification, sufficient funds to close; or
- 300 (2) \_\_\_\_\_

301 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
317 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal  
318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

- 322 (1) Seller does not have the right to cure; or
- 323 (2) Seller has the right to cure but:
  - 324 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
  - 325 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
  - 326 report.

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

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

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

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

- 338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;
- 339 (2) Written waiver of \_\_\_\_\_

340 \_\_\_\_\_ (name other contingencies, if any); and

- 341 (3) Any of the following checked below:
  - 342  Proof of bridge loan financing.
  - 343  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
  - 344 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

345 Other: \_\_\_\_\_

346 \_\_\_\_\_

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

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

355 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

357 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is  
358 stricken).

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

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

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

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

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

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

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

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

377  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
378 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  
379 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
380 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
381 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

382 **TITLE EVIDENCE**

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

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

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

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

400 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
401 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
402 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
403 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
404 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-  
405 415).

406 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
407 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days  
408 before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the  
409 proceeds of closing and standard title insurance requirements and exceptions.

410 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
411 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the  
412 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said  
413 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the  
414 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.  
415 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

416 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
417 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments

418 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
419 describing the planned improvements and the assessment of benefits.

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

426 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
427 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
428 (written) (oral) **STRIKE ONE** lease(s), if any, are **property not leased**

429 \_\_\_\_\_  
430 \_\_\_\_\_ . Insert additional terms, if any, at lines 543-551 or attach as an addendum per line 573.

#### 431 **DEFINITIONS**

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

435 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
436 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
437 registered mail or make regular deliveries on that day.

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

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

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

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

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

451 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
452 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.

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

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

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

465 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
466 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  
467 ordinary wear and tear and changes agreed upon by Parties.

468 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
469 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
470 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  
471 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
472 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
473 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
474 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
475 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
476 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring

477 the Property.

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

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
483 this Offer at lines 543-551 or in an addendum attached per line 573, or lines 426-430 if the Property is leased. At time of  
484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except  
485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given  
486 subject to tenant's rights, if any.

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

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

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

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

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

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

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

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

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

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

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

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers  
524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
529 Offer and proceed under lines 494-501.

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

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

543 **ADDITIONAL PROVISIONS/CONTINGENCIES** This is a cash offer with no contingencies.  
544 Buyer for this property is Richard H Kraus Jr and Pamela T Kraus Revocable Living Trust  
545 dated March 10, 1992; with signers being Richard H Kraus Jr and Pamela T Kraus for they are  
546 the trustees.

547 \_\_\_\_\_  
548 \_\_\_\_\_  
549 \_\_\_\_\_  
550 \_\_\_\_\_  
551 \_\_\_\_\_

552 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
553 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
554 555-570.

555 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
556 line 557 or 558.

557 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

558 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

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

560 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

561  (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a  
562 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
563 address at line 566 or 567.

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

566 Address for Seller: \_\_\_\_\_

567 Address for Buyer: \_\_\_\_\_

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

569 Email Address for Seller: lplatnerrealtor@gmail.com

570 Email Address for Buyer: heathersellshomes123@gmail.com

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

573  **ADDENDA**: The attached RECR, Addendum S is/are made part of this Offer.

574 This Offer was drafted by [Licensee and Firm] Heather Spies Platner Realty

575 (x)  Authenticator Richard H Kraus Jr, Trustee 08/09/2022  
576 Buyer's Signature ▲ Print Name Here ▶ Richard H Kraus Jr, Trustee Date ▲

577 (x)  Authenticator Pamela T Kraus, Trustee 08/09/2022  
578 Buyer's Signature ▲ Print Name Here ▶ Pamela T Kraus, Trustee Date ▲

579 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**

580 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**

581 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**

582 **COPY OF THIS OFFER.**

583 (x) \_\_\_\_\_  
584 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

585 (x) \_\_\_\_\_  
586 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

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

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

589 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
590 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**DISCLAIMER**

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 206 E Cravath St  
IN THE \_\_\_\_\_ City  
(CITY) (VILLAGE) (TOWN) OF \_\_\_\_\_ Whitewater \_\_\_\_\_, COUNTY OF  
Walworth STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF June (MONTH) 24 (DAY), 2022 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

**NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS**

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

**A. OWNER'S INFORMATION**

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

**CAUTION:** The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations?                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C8. Explanation of "yes" responses _____   |                          |                                     |                          |

**D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS**

- |   | YES                      | NO                                  | N/A                      |
|---|--------------------------|-------------------------------------|--------------------------|
| D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?<br>Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of a joint well serving the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D3. Are you aware of a defect related to a joint well serving the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D4. Are you aware that a septic system or other private sanitary disposal system serves the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?<br>Septic system defects may include items such as backups in toilets or in the basement, exterior ponding, overflows, or backups, or defective or missing baffles.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D6. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?<br>Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D9. Are you aware of defects in an "LP" tank on the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D10. Explanation of "yes" responses _____   |                          |                                     |                          |

**E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.**

- |  | YES                                 | NO                                  | N/A                      |
|--|-------------------------------------|-------------------------------------|--------------------------|
| E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E2. Are you aware that remodeling was done that may increase the property's assessed value?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |

**B. STRUCTURAL AND MECHANICAL**

- |   | YES                                 | NO                                  | N/A                      |
|---|-------------------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of defects in the roof?<br>Roof defects may include items such as leakage or significant problems with gutters or eaves.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| B2. Are you aware of defects in the electrical system?<br>Electrical defects may include items such as electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| B3. Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)?<br>Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)?<br>Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property?<br>Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| B6. Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws?<br>NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101).  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?<br>Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B8. Are you aware of defects in any structure on the property?<br>Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| B9. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?<br>Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B10. Are you aware of rented items located on the property such as a water softener or other water conditioner system or other items affixed to or closely associated with the property?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B11. Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B12. Explanation of "yes" responses <u>See 12/7/2020 Inspection Report. These items were not addressed in the remodel.</u>  |                                     |                                     |                          |

**C. ENVIRONMENTAL**

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of the presence of unsafe levels of mold?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property?<br>NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| F11. Is all or part of the property subject to or in violation of a farmland preservation agreement?<br>Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land.<br>Visit <a href="https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx">https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx</a> for more information.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?<br>Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping.<br>Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F15. Are you aware there is not legal access to the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F16. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <a href="http://dnr.wi.gov/topic/waterways">http://dnr.wi.gov/topic/waterways</a> for more information.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17m. Are you aware of a written agreement affecting riparian rights related to the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17n. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?<br><i>Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.</i>   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F18. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or <a href="http://www.wihist.org/burial-information">www.wihist.org/burial-information</a> ).  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F19. Explanation of "yes" responses _____<br>_____<br>_____  |                          |                                     |                          |

**G. ADDITIONAL INFORMATION**

- |  | YES                                 | NO                                  | N/A                      |
|--|-------------------------------------|-------------------------------------|--------------------------|
| G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G2. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G3. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G4. Are you aware of other defects affecting the property?<br>Other defects might include items such as drainage easement or grading problems, excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| G4m. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.)<br>Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment in Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- G5. The owner has owned the property for 1.5 years.
- G6. The owner has lived in the property for 0 years.
- G7. Explanation of "yes" responses See 12/7/2020 Inspection Report for breeding issue.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830

**OWNER'S CERTIFICATION**

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner  Date 6/24/2022

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

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

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

**BUYER'S ACKNOWLEDGEMENT**

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer	<u>Richard H. Kraus Jr, Trustee</u>	Date	<u>08/09/2022</u>
Prospective buyer	<u>Pamela J Kraus, Trustee</u>	Date	<u>08/09/2022</u>
Prospective buyer	_____	Date	_____
Prospective buyer	_____	Date	_____
Prospective buyer	_____	Date	_____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

**OFFER ADDENDUM S - LEAD BASED PAINT  
DISCLOSURES AND ACKNOWLEDGMENTS**

1 **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a  
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from  
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in  
4 young children may produce permanent neurological damage, including learning disabilities, reduced  
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular  
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the  
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the  
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or  
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 206 E Cravath St, Whitewater WI  
11 \_\_\_\_\_, Wisconsin.

12 **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

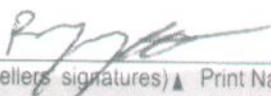
13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or  
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: \_\_\_\_\_

15 \_\_\_\_\_  
16 (Explain the information known to Seller, including any additional information available about the basis for the determination  
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all  
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:  
20 \_\_\_\_\_

21 \_\_\_\_\_ (Identify the LBP record(s) and report(s) (e.g. LBP abatements,  
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their  
24 knowledge, that the information provided by them is true and accurate.

25 (X)  Brad Maguardt 6/29/2022  
26 (ALL Sellers signatures) Print Names Here (Date)

**Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**

28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,  
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated  
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this  
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information  
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA  
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based  
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional  
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the  
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based  
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any  
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available  
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any  
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis  
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or  
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports  
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.  
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports  
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or  
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer  
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting  
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target  
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,  
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:  
59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead  
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,  
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to  
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on  
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known  
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to  
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of  
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the  
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information  
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination  
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint  
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller  
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no  
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt  
77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:  
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,  
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under  
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure  
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes  
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)  
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as  
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance  
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred  
93 to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision  
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square  
97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated  
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces  
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,  
102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate  
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)  
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;  
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)  
107 provision of a report explaining the results of the investigation.

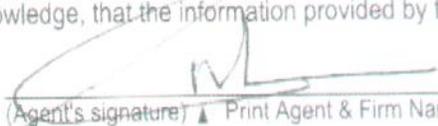
108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in  
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular  
110 whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless  
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby  
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -  
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their  
118 knowledge, that the information provided by them is true and accurate.

119 (X)  \_\_\_\_\_ (Date) ▲  
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Linda Platner - Platner Realty

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121 (X)  \_\_\_\_\_ (Date) ▲  
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Heather Spies Platner Realty

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is  
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties  
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of  
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity  
127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is  
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131  **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead  
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses  
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency  
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within  
135 \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice  
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report  
137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE.** Seller (shall)(shall not)  STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to  
139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's  
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days  
141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that  
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and  
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will  
144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the  
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,  
146 in conformance with the requirements of all applicable law.

147  Buyer elects the LBP contingency Buyer has attached to this Addendum S.  
148  Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **EPA LEAD HAZARD INFORMATION PAMPHLET:** If Buyer has provided electronic consent, a copy of the LBP pamphlet, *Protect Your*  
150 *Family from Lead in Your Home*, may be found at <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>.  
151 Note: More information about electronic consent can be found at <https://www.wra.org/ecommerce/>.

152 (3) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's  
153 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received  
154 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment  
155 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

156 (4) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their  
157 knowledge, that the information provided by them is true and accurate.

158 (X)  \_\_\_\_\_ (Date) ▲  
159 (Buyer's signature) ▲ Print Names Here ▶ Richard H Kraus Jr Trustee

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160 (X)  \_\_\_\_\_ (Date) ▲  
161 (Buyer's signature) ▲ Print Names Here ▶ Pamela T Krause Trustee

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## ECONOMIC DEVELOPMENT DIRECTOR'S REPORT

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Jul 21 – Aug 11

### General Briefing:

Over the last month I was able to work on networking with the community. I met with: members of Joint Review Board, and Ron Binning (Grocery Coop). I also attended the Chamber Board Meeting (virtually). We received only one request for information (RFI) but It was not relevant to Whitewater:

### Development Project Update:

- Incentis - We met with the president of the Company and gave him a tour of the community. We are under an NDA at this point in time, and to share details would be premature. However, it is a manufacturing use Whitewater would welcome. Specifically, he is interested in the 9B site. We provided him and Incentis copies of the TIF Guidelines and Proposal Checklist.
- Thermobuilt – This project is officially terminated
- Komboocho –Met with Ron Chisholm and Doug and Aaron to prepare of a funding request. They will work with Steve as they get ready to submit a request to the CDA. They still several questions to answer on their end including a property for expansion purposes.
- David & Goliath – Met with Ben Bolton, he is now looking at the Bluff Road lots. I reviewed the TIF Guidelines and Checklist with him. We are waiting for him to submit a project proposal and pro forma in order to develop a developer's agreement and land sale agreement.
- Falcorne – Richter was able to get a hold of We-Energies. It appears We-Energies will be able to provide the necessary power. We have provided the TIF Guidelines and Checklist and invited them to meet with City Staff.

### Internal Project Update:

- TIF submission Policy and Checklist – Finalized the policy and checklist, and created a marketing packet.
- Econ Development Website – With the new checklist and policy we updated the ED webpages so that they were more user friendly and intuitive to search. A few site selectors had trouble finding information. There is a bit of content that needs to be refreshed including the loan manuals, but the website structure is much improved.
- Non-disclosure Agreement – The City Manager, Attorney, and I worked to develop a boilerplate NDA that we can use moving forward when we receive confidentiality requests.