

130530

April 9<sup>th</sup>, 2013

*Note: These minutes are subject to review and approval at the next regular Common Council meeting.*

The Common Council of the City of Merrill met on the above date in Regular Session, at the City Hall Council Chambers, 1004 East First Street. Mayor William R. Bialecki called the meeting to order at 7:00 P.M.

**130410** Silent Prayer

**130415** Pledge of Allegiance

**130420** Roll Call showed the following Common Council members present (8 of 8): Alderman Chris Malm (First District), Alderman Steve Hass (Second District), Alderman Ryan Schwartzman (Third District), Alderwoman Kandy Peterson (Fourth District), Alderman John Burgener (Fifth District), Alderman Dave Sukow (Sixth District), Alderman Rob Norton (Seventh District) and Alderwoman Anne Caylor (Eighth District).

The following were also in attendance: City Attorney Tom Hayden, City Clerk Bill Heideman, City Administrator Dave Johnson, Utility Superintendent Kim Kriewald, Street Commissioner Richard Lupton, Airport Manager/FBO John Miller, Police Chief Ken Neff, City Hall Maintenance Supervisor Ramona Pampuch, Fire Chief Dave Savone, Library Director Stacy Stevens and Park & Recreation Director Dan Wendorf. Community Enrichment Center Director Jane Deau, Transit Director Rich Grenfell and Finance/Technology Director Kathy Unertl had excused absences.

**130430** Minutes of March Meeting

Motion (Hass/Sukow) to dispense with the reading of the minutes of the March 12<sup>th</sup>, 2013 Common Council meeting and approve them as published. Carried.

**130440** Revenue and Expense Reports – March 2013

Motion (Hass/Burgener) to approve, as submitted, the March 2013 Revenue and Expense report. Carried.

**130460** Communications and Petitions

**130461** Employee Recognition

City Clerk Heideman read certificates of recognition for the following City employees: Thomas J. Wistein, 35 years of service; Michael G. Saal, 15 years of service; Katherine G. Unertl, 10 years of service.

**130490** Committee of the Whole

**130491** Consider recommendation(s) from April 9<sup>th</sup>, 2013 meeting related to bids for the construction of the new fire station

At that meeting, the Committee recommended approving the base bid of \$2,749,000 and the alternative #1 bid of \$26,000 from Ellis Stone, Stevens Point Wisconsin.

Motion (Schwartzman/Sukow) to adopt. Carried 8-0 on roll call vote.

**130492** Consider recommendation(s) from April 9<sup>th</sup>, 2013 meeting regarding future disposition of the Lincoln House property at 120 South Mill Street

At that meeting, the Committee made no recommendations that require Common Council action at this time.

**1304130** Health and Safety Committee

**1304131** The Committee recommends approving the change of agent application from Walgreens Co., appointing Mary Montes as agent at Walgreens, 101 North Center Avenue.

Motion (Caylor/Schwartzman) to adopt. Carried.

**1304160** City Plan Commission

**1304161** Consider recommendation(s) from April 8<sup>th</sup>, 2013 meeting regarding a site plan from the Park and Recreation Department for a monument/memorial at Cenotaph Park, 215 Grand Avenue

At that meeting, the Commission recommended approving the site plan as submitted.

Motion (Hass/Caylor) to adopt. Carried.

**1304162** Consider recommendation(s) from April 8<sup>th</sup>, 2013 meeting regarding a site plan for the new Merrill Fire Station, 110 Pier Street

At that meeting, the Commission recommended approving the site plan, with the following conditions: 1. Six-foot screening would be incorporated into the plan, as appropriate. 2. Consideration of sidewalk removal would be referred back to the Board of Public Works.

Motion (Hass/Peterson) to adopt. Carried.

**1304230** Placing Committee Reports on file

Motion (Sukow/Schwartzman) to place the following committee reports on file: Housing Authority, Parks and Recreation Commission, Board of Public Works, Health and Safety Committee, Water and Sewage Disposal Committee, Library Board and Airport Commission. Carried.

**1304240** Mayor's Appointments

Mayor Bialecki requested that he be allowed to withdraw the appointment of Marlene Graap to the Parks and Recreation Commission. Without objection, it was so ordered.

David Hayes, to the Police & Fire Commission, term to expire May 1<sup>st</sup>, 2018

Paul Wagner, to the Housing Authority, term to expire November 10<sup>th</sup>, 2014

Sally Hostvedt, to the CATV Committee, term to expire April 15<sup>th</sup>, 2016

Eugene Simon, to the Enrichment Center Committee on Aging, term to expire May 1<sup>st</sup>, 2014

John Ader, to the Enrichment Center Committee on Aging, term to expire May 1<sup>st</sup>, 2014

Diane Goetsch, to the Enrichment Center Committee on Aging, term to expire May 1<sup>st</sup>, 2014

Missy Holdorf, to the Enrichment Center Committee on Aging, term to expire May 1<sup>st</sup>, 2014

Art Lersch, to the Enrichment Center Committee on Aging, term to expire May 1<sup>st</sup>, 2014

Bill Schneider, to the Zoning Board of Appeals, term to expire May 1<sup>st</sup>, 2016

Gordon Geiger, to the Transit Commission, term to expire May 1<sup>st</sup>, 2016

Ronald Peterson, to the Community Development Committee, term to expire May 1<sup>st</sup>, 2016

Daniel Schneider, to the Community Development Committee, term to expire May 1<sup>st</sup>, 2016

Mike Weckwerth, to the Historic Preservation Committee, term to expire May 1<sup>st</sup>, 2016

Dorwin Harris, to the ADA Compliance Committee, term to expire May 1<sup>st</sup>, 2016

Laureen O'Day, to the Tourism Commission, term to expire May 1<sup>st</sup>, 2016

Jim Arndt, to the Tourism Commission, term to expire May 1<sup>st</sup>, 2016

Russ Grefe, to the Tourism Commission, term to expire May 1<sup>st</sup>, 2016

Brian Artac, to Parks & Recreation Commission, term to expire May 1<sup>st</sup>, 2018

Sister Peggy Jackelen, to the Enrichment Center Committee on Aging, term to expire May 1<sup>st</sup>, 2014

Diane Goetsch, to the Transit Commission, term to expire May 1<sup>st</sup>, 2014

Note: The last three appointments were part of an amended agenda.

Motion (Caylor/Schwartzman) to approve the appointments as presented. Carried.

**1304260**

**RESOLUTION NO. 2298**

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP ON SOUTH CENTER AVENUE AND MARTIN STREET REQUESTED BY BURGNER CONTRACT CARRIERS, LTD**

WHEREAS, Burgener Contract Carriers Ltd. has applied for approval of a division of land by certified survey map pursuant to Code of Ordinances Sections 111-116 for land located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), all in Section Thirteen (13), Township Thirty-one (31) North, Range Six (6) East, in the City of Merrill, Lincoln County, Wisconsin; and,

WHEREAS, the application was referred to the City Plan Commission which considered the proposed division at a meeting on April 8, 2013; and,

WHEREAS, the City Plan Commission has recommended approval of the land division by certified survey map,

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 9<sup>th</sup> day of April, 2013, that the proposed certified survey map presented by Burgener Contract Carriers and prepared by Joshua W. Prentice, Wisconsin Land surveyor, involving land located in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), all in Section Thirteen (13), Township Thirty-one (31) North, Range Six (6) East, in the City of Merrill, Lincoln County, Wisconsin is hereby approved.

BE IT FURTHER RESOLVED, that the City Clerk is directed to so certify the approval of this certified survey map and return the original to the applicant together with a certified copy of this resolution.

Motion (Hass/Sukow) to adopt. Carried.

**1304261 RESOLUTION NO. 2299**

**A RESOLUTION APPROVING A CONDIITONAL USE PERMIT TO OPERATE A HAUNTED HOUSE AT 700 HENDRICKS STREET**

WHEREAS, The Haunted Sawmill LLC, has requested a conditional use permit pursuant to the Merrill Zoning Code, Section 113-97, for the purpose of operating a Halloween haunted house attraction at the following described location:

Lots 3, 4, 5, 6, 7, 8, 9, in Block 8 and the vacated Alley lying South of Lots 7, 8, 9, and North of Lots 4, 5, 6, except part of Lots 3 and 4 described in Volume 250, page 101, of Records

Commonly known as 700 Hendricks Street; and,

WHEREAS, the City Plan Commission scheduled a hearing on the application on April 8, 2013, due public notice having been given and opportunity given to those interested to speak on the application; and,

WHEREAS, THE City Plan Commission has reviewed the application, found that it does meet the requirements of Merrill Zoning Code Section 113-97 and has recommended approval of said application, subject to certain conditions;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 8<sup>th</sup> day of April, 2013, that a conditional use permit shall be issued to The Haunted Sawmill LLC, for the purpose of operating a Halloween haunted house attraction at the aforesaid described premises. This permit shall be subject to the conditions set forth by the City Plan Commission.

Motion (Hass/Burgener) to adopt. Carried.

**1304262 RESOLUTION NO. 2300**

**A RESOLUTION HONORING DONNA M. HERTEL FOR HER EXTENDED SERVICE AND GREAT CONTRIBUTION TO THE CITY OF MERRILL**

WHEREAS, the City of Merrill offers a solid stable community environment for all of its citizens; and,

WHEREAS, the City of Merrill has a strong foundation on which to expand, progress, and develop towards an even better community; and,

WHEREAS, Donna M. Hertel has served at the T.B. Scott Library from January 9, 1984 to March 29, 2013; and,

WHEREAS, the personal commitment and unselfish dedication Donna M. Hertel has put forth has contributed greatly to the growth, progress and stability of the City of Merrill; and,

WHEREAS, the City of Merrill offers a solid stable community environment for all of its citizens in part because of Donna M. Hertel's dedicated service; and,

WHEREAS, Donna M. Hertel's cheerful manner and hard work will be missed at the T.B. Scott Library;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 9<sup>th</sup> day of April, 2013, that the Common Council, and the people of Merrill officially acknowledge with deep appreciation the dedicated and faithful service Donna M. Hertel has given to the City of Merrill and commends her for those years of service.

Motion (Malm/Hass) to adopt. Carried.

Note: The following resolution was part of an amended agenda.

**1304263 RESOLUTION NO. 2301**

**A RESOLUTION HONORING PAST MAYOR A.R. WITTMAN AND THE CITY OF MERRILL COMMON COUNCIL (1924 – 1928) FOR THEIR FORESIGHT AND GREAT EFFORTS TOWARDS THE ESTABLISHMENT OF COUNCIL GROUNDS STATE PARK**

WHEREAS, Dr. A.R. Wittman was Mayor of the City of Merrill from 1924 to 1928; and,

WHEREAS, during his tenure, the City of Merrill, through his guidance and “indefatigable industry”, acquired a “277 acre tract having 265,000 feet of pine, besides oak, white birch and other variety of trees all adjacent to the City limits”; and,

WHEREAS, that tract of land was deeded to the State of Wisconsin in 1938, to become what is now known as Council Grounds State Park;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 9<sup>th</sup> day of April, 2013, that it hereby commends Mayor A.R. Wittman and the Merrill Common Council seated from 1924 to 1928 for the vision, foresight, and great efforts expended in assuring that the area now known as Council Grounds State Park has been, and will be, available for the enjoyment of countless persons and shall endure as a great source of pride for the people of the City of Merrill and State of Wisconsin.

Motion (Caylor/Peterson) to adopt. Carried.

**1304270 Mayor’s Communications**

The Boy Scouts have scheduled a food drive beginning April 13<sup>th</sup>, to benefit HAVEN and the local food pantry. Mayor Bialecki urged everyone to donate willingly.

On April 24<sup>th</sup>, Northcentral Technical College will be having an open house/dedication of their Merrill facility. Mayor Bialecki encouraged all to attend.

**1304280** Public Comment Period

Judy Woller thanked those who attended the River District Development Foundation of Merrill capital campaign kick-off on Saturday, April 6<sup>th</sup>. She also thanked City Administrator Johnson for his positive comments as a speaker at that event.

**1304999** Motion (Hass/Caylor) to adjourn. Carried. Adjourned at 7:26 P.M.

  
 William R. Bialecki  
 Mayor

  
 William N. Heideman, WCMC  
 City Clerk

I, William N. Heideman, City Clerk of the City of Merrill, Wisconsin, do hereby certify that the Mayor approved the above action of the Common Council on April 11<sup>th</sup>, 2013.

  
 William N. Heideman, WCMC  
 City Clerk

10 -General Fund

**130540** =

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	4,120,685.00	350,256.27	2,731,183.54	66.28	1,389,501.46
Intergovernmental	3,919,183.08	133,280.87	284,939.66	7.27	3,634,243.42
Licenses and Permits	39,246.00	2,637.00	8,742.00	22.27	30,504.00
Fines, Forfeits, & Pen.	118,000.00	8,178.11	58,273.25	49.38	59,726.75
Public Charges-Services	6,175.00	444.75	1,823.75	29.53	4,351.25
Miscellaneous Revenues	91,425.00	6,327.55	42,744.67	46.75	48,680.33
TOTAL Non-Departmental	8,294,714.08	501,124.55	3,127,706.87	37.71	5,167,007.21
<u>City Attorney</u>					
Intergov Charges (Misc.)	8,500.00	3,459.97	3,459.97	40.71	5,040.03
Miscellaneous Revenues	3,865.00	0.00	0.00	0.00	3,865.00
TOTAL City Attorney	12,365.00	3,459.97	3,459.97	27.98	8,905.03
<u>City Administrator</u>					
Miscellaneous Revenues	15,610.00	0.00	0.00	0.00	15,610.00
TOTAL City Administrator	15,610.00	0.00	0.00	0.00	15,610.00
<u>Clerk/Treasurer Staff</u>					
Miscellaneous Revenues	2,150.00	0.00	0.00	0.00	2,150.00
TOTAL Clerk/Treasurer Staff	2,150.00	0.00	0.00	0.00	2,150.00
<u>Elections - AVERAGED</u>					
Intergovernmental	0.00	0.00	105.00	0.00	( 105.00)
TOTAL Elections - AVERAGED	0.00	0.00	105.00	0.00	( 105.00)
<u>Treasurer/Finance Dir.</u>					
Miscellaneous Revenues	20,648.00	0.00	0.00	0.00	20,648.00
TOTAL Treasurer/Finance Dir.	20,648.00	0.00	0.00	0.00	20,648.00
<u>City Hall Maintenance</u>					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL City Hall Maintenance	0.00	0.00	0.00	0.00	0.00
<u>Over-Collected Taxes</u>					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Over-Collected Taxes	0.00	0.00	0.00	0.00	0.00
<u>Police</u>					
Intergovernmental	11,000.00	4,000.00	10,416.06	94.69	583.94
Public Charges-Services	15,300.00	1,330.25	4,625.75	30.23	10,674.25
Intergov Charges (Misc.)	8,000.00	147.24	8,198.48	102.48	( 198.48)
Miscellaneous Revenues	800.00	0.00	66.65	8.33	733.35
TOTAL Police	35,100.00	5,477.49	23,306.94	66.40	11,793.06

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Traffic Control</u>					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Traffic Control	0.00	0.00	0.00	0.00	0.00
<u>Fire Protection</u>					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
Licenses and Permits	0.00	0.00	0.00	0.00	0.00
Public Charges-Services	4,424.00	360.00	2,010.00	45.43	2,414.00
Intergov Charges (Misc.)	225,101.00	0.00	112,550.50	50.00	112,550.50
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Fire Protection	229,525.00	360.00	114,560.50	49.91	114,964.50
<u>Ambulance/EMS</u>					
Intergovernmental	986,000.00	96,624.77	235,539.29	23.89	750,460.71
TOTAL Ambulance/EMS	986,000.00	96,624.77	235,539.29	23.89	750,460.71
<u>Bldg. Inspection/Zoning</u>					
Licenses and Permits	31,758.00	2,500.00	4,370.00	13.76	27,388.00
Miscellaneous Revenues	30,492.00	0.00	0.00	0.00	30,492.00
TOTAL Bldg. Inspection/Zoning	62,250.00	2,500.00	4,370.00	7.02	57,880.00
<u>Operations Support (M&amp;E)</u>					
Intergovernmental	287,500.00	20,383.96	85,479.26	29.73	202,020.74
TOTAL Operations Support (M&E)	287,500.00	20,383.96	85,479.26	29.73	202,020.74
<u>Roads</u>					
Intergovernmental	7,500.00	0.00	0.00	0.00	7,500.00
Public Charges-Services	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL Roads	10,000.00	0.00	0.00	0.00	10,000.00
<u>Snow and Ice</u>					
Public Charges-Services	4,925.00	850.00	3,060.00	62.13	1,865.00
TOTAL Snow and Ice	4,925.00	850.00	3,060.00	62.13	1,865.00
<u>Street Painting-Marking</u>					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
TOTAL Street Painting-Marking	0.00	0.00	0.00	0.00	0.00
<u>Street Lighting</u>					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Street Lighting	0.00	0.00	0.00	0.00	0.00
<u>Stormwater Plan/Const.</u>					
Intergovernmental	20,000.00	0.00	20,000.00	100.00	0.00
Licenses and Permits	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL Stormwater Plan/Const.	21,000.00	0.00	20,000.00	95.24	1,000.00

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Airport</u>					
Fines, Forfeits, & Pen.	0.00	0.00	0.00	0.00	0.00
Public Charges-Services	32,500.00	2,262.09	13,735.95	42.26	18,764.05
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Airport	32,500.00	2,262.09	13,735.95	42.26	18,764.05
<u>Transit</u>					
Specials (Utility Rev.)	235,000.00	0.00	70,347.00	29.93	164,653.00
Intergovernmental	137,500.00	0.00	0.00	0.00	137,500.00
Public Charges-Services	135,000.00	12,772.50	43,558.50	32.27	91,441.50
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Transit	507,500.00	12,772.50	113,905.50	22.44	393,594.50
<u>Recycling</u>					
Intergovernmental	32,500.00	0.00	0.00	0.00	32,500.00
Miscellaneous Revenues	10,000.00	211.96	2,116.31	21.16	7,883.69
TOTAL Recycling	42,500.00	211.96	2,116.31	4.98	40,383.69
<u>Weed &amp; Nuisance Control</u>					
Public Charges-Services	2,500.00	0.00	0.00	0.00	2,500.00
Miscellaneous Revenues	3,500.00	0.00	0.00	0.00	3,500.00
TOTAL Weed & Nuisance Control	6,000.00	0.00	0.00	0.00	6,000.00
<u>MACEC - Enrichment</u>					
Public Charges-Services	5,895.00	0.00	0.00	0.00	5,895.00
TOTAL MACEC - Enrichment	5,895.00	0.00	0.00	0.00	5,895.00
<u>Library</u>					
Intergovernmental	424,775.00	0.00	212,387.50	50.00	212,387.50
Public Charges-Services	22,000.00	1,966.70	7,192.36	32.69	14,807.64
Miscellaneous Revenues	0.00	275.00	575.00	0.00	( 575.00)
TOTAL Library	446,775.00	2,241.70	220,154.86	49.28	226,620.14
<u>Parks</u>					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
Public Charges-Services	16,000.00	931.03	4,172.64	26.08	11,827.36
Miscellaneous Revenues	1,000.00	400.00	400.00	40.00	600.00
TOTAL Parks	17,000.00	1,331.03	4,572.64	26.90	12,427.36
<u>Recreation Programs</u>					
Public Charges-Services	55,750.00	9,545.50	10,240.75	18.37	45,509.25
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Recreation Programs	55,750.00	9,545.50	10,240.75	18.37	45,509.25

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CATV - MP3</u>					
Licenses and Permits	83,700.00	0.00	0.00	0.00	83,700.00
TOTAL CATV - MP3	83,700.00	0.00	0.00	0.00	83,700.00
<u>MARC - Smith Center</u>					
Taxes (or Utility Rev.)	6,000.00	0.00	1,222.91	20.38	4,777.09
Public Charges-Services	93,883.00	27,832.00	36,288.51	38.65	57,594.49
TOTAL MARC - Smith Center	99,883.00	27,832.00	37,511.42	37.56	62,371.58
<u>Pool</u>					
Public Charges-Services	0.00	0.00	0.00	0.00	0.00
TOTAL Pool	0.00	0.00	0.00	0.00	0.00
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TOTAL REVENUE	11,279,290.08	686,977.52	4,019,825.26	35.64	7,259,464.82
=====					
<u>EXPENDITURES</u>					
=====					
<u>Common Council</u>					
Personnel Services	34,446.00	2,272.17	8,867.99	25.74	25,578.01
Contractual Services	7,500.00	0.00	661.60	8.82	6,838.40
Supplies & Expenses	11,804.00	456.58	3,636.87	30.81	8,167.13
TOTAL Common Council	53,750.00	2,728.75	13,166.46	24.50	40,583.54
<u>Municipal Court</u>					
Personnel Services	45,187.00	3,539.77	14,297.96	31.64	30,889.04
Contractual Services	2,115.00	( 485.00)	290.00	13.71	1,825.00
Supplies & Expenses	6,200.00	1,157.23	1,741.78	28.09	4,458.22
Fixed Charges	0.00	0.00	0.00	0.00	0.00
Technology	4,050.00	60.00	4,213.00	104.02	( 163.00)
TOTAL Municipal Court	57,552.00	4,272.00	20,542.74	35.69	37,009.26
<u>City Attorney</u>					
Personnel Services	176,851.00	13,585.05	54,396.45	30.76	122,454.55
Contractual Services	14,700.00	0.00	310.00	2.11	14,390.00
Supplies & Expenses	8,800.00	637.79	1,141.61	12.97	7,658.39
TOTAL City Attorney	200,351.00	14,222.84	55,848.06	27.88	144,502.94
<u>Mayor</u>					
Personnel Services	13,780.00	1,043.40	4,174.13	30.29	9,605.87
Supplies & Expenses	2,720.00	57.66	209.43	7.70	2,510.57
TOTAL Mayor	16,500.00	1,101.06	4,383.56	26.57	12,116.44

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>City Administrator</u>					
Personnel Services	93,660.00	7,156.18	28,653.30	30.59	65,006.70
Contractual Services	600.00	56.27	202.04	33.67	397.96
Supplies & Expenses	<u>2,500.00</u>	<u>2.40</u>	<u>87.44</u>	<u>3.50</u>	<u>2,412.56</u>
TOTAL City Administrator	96,760.00	7,214.85	28,942.78	29.91	67,817.22
<u>Personnel - HR</u>					
Contractual Services	6,000.00	260.05	1,111.65	18.53	4,888.35
Supplies & Expenses	<u>250.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250.00</u>
TOTAL Personnel - HR	6,250.00	260.05	1,111.65	17.79	5,138.35
<u>City Clerk</u>					
Personnel Services	70,550.00	5,424.40	21,704.69	30.76	48,845.31
Supplies & Expenses	<u>5,975.00</u>	<u>334.59</u>	<u>505.29</u>	<u>8.46</u>	<u>5,469.71</u>
TOTAL City Clerk	76,525.00	5,758.99	22,209.98	29.02	54,315.02
<u>Clerk/Treasurer Staff</u>					
Personnel Services	138,725.00	12,265.87	50,227.47	36.21	88,497.53
Supplies & Expenses	<u>1,000.00</u>	<u>53.69</u>	<u>352.97</u>	<u>35.30</u>	<u>647.03</u>
TOTAL Clerk/Treasurer Staff	139,725.00	12,319.56	50,580.44	36.20	89,144.56
<u>Elections - AVERAGED</u>					
Personnel Services	18,461.00	5,068.65	8,227.95	44.57	10,233.05
Contractual Services	10,000.00	0.00	0.00	0.00	10,000.00
Supplies & Expenses	<u>3,039.00</u>	<u>0.00</u>	<u>718.01</u>	<u>23.63</u>	<u>2,320.99</u>
TOTAL Elections - AVERAGED	31,500.00	5,068.65	8,945.96	28.40	22,554.04
<u>Treasurer/Finance Dir.</u>					
Personnel Services	94,410.00	6,974.00	27,458.40	29.08	66,951.60
Contractual Services	8,000.00	441.33	2,032.08	25.40	5,967.92
Supplies & Expenses	<u>27,650.00</u>	<u>( 874.96)</u>	<u>7,741.83</u>	<u>28.00</u>	<u>19,908.17</u>
TOTAL Treasurer/Finance Dir.	130,060.00	6,540.37	37,232.31	28.63	92,827.69
<u>Information Technology</u>					
Personnel Services	38,990.00	2,678.33	10,323.16	26.48	28,666.84
Technology	<u>130,210.00</u>	<u>20,575.85</u>	<u>61,184.37</u>	<u>46.99</u>	<u>69,025.63</u>
TOTAL Information Technology	169,200.00	23,254.18	71,507.53	42.26	97,692.47
<u>Assessment of Property</u>					
Contractual Services	31,500.00	0.00	7,250.00	23.02	24,250.00
Supplies & Expenses	<u>0.00</u>	<u>0.00</u>	<u>10.00</u>	<u>0.00</u>	<u>( 10.00)</u>
TOTAL Assessment of Property	31,500.00	0.00	7,260.00	23.05	24,240.00
<u>Independent Auditing</u>					
Contractual Services	<u>15,500.00</u>	<u>0.00</u>	<u>11,185.55</u>	<u>72.16</u>	<u>4,314.45</u>
TOTAL Independent Auditing	15,500.00	0.00	11,185.55	72.16	4,314.45

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>City Hall Maintenance</u>					
Personnel Services	106,450.00	8,428.30	34,120.71	32.05	72,329.29
Contractual Services	61,500.00	6,820.08	27,599.64	44.88	33,900.36
Supplies & Expenses	13,775.00	474.85	5,326.22	38.67	8,448.78
Capital Outlay	<u>4,500.00</u>	<u>831.24</u>	<u>1,881.24</u>	<u>41.81</u>	<u>2,618.76</u>
TOTAL City Hall Maintenance	186,225.00	16,554.47	68,927.81	37.01	117,297.19
<u>Over-Collected Taxes</u>					
Supplies & Expenses	<u>1,150.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,150.00</u>
TOTAL Over-Collected Taxes	1,150.00	0.00	0.00	0.00	1,150.00
<u>Insurance/Employee</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Fixed Charges	<u>275,000.00</u>	<u>( 31,919.55)</u>	<u>199,539.78</u>	<u>72.56</u>	<u>75,460.22</u>
TOTAL Insurance/Employee	275,000.00	( 31,919.55)	199,539.78	72.56	75,460.22
<u>Police</u>					
Personnel Services	2,161,164.00	151,559.14	653,710.22	30.25	1,507,453.78
Contractual Services	51,375.00	2,627.44	10,386.41	20.22	40,988.59
Supplies & Expenses	72,250.00	4,892.44	25,540.00	35.35	46,710.00
Capital Outlay	11,000.00	699.00	4,711.82	42.83	6,288.18
Technology	<u>14,500.00</u>	<u>741.07</u>	<u>2,841.96</u>	<u>19.60</u>	<u>11,658.04</u>
TOTAL Police	2,310,289.00	160,519.09	697,190.41	30.18	1,613,098.59
<u>Traffic Control</u>					
Personnel Services	6,518.00	0.00	269.01	4.13	6,248.99
Supplies & Expenses	<u>16,500.00</u>	<u>592.40</u>	<u>2,304.15</u>	<u>13.96</u>	<u>14,195.85</u>
TOTAL Traffic Control	23,018.00	592.40	2,573.16	11.18	20,444.84
<u>Fire Protection</u>					
Personnel Services	1,339,715.00	89,726.14	375,889.10	28.06	963,825.90
Contractual Services	21,500.00	1,611.89	7,354.63	34.21	14,145.37
Supplies & Expenses	56,000.00	5,587.85	21,687.89	38.73	34,312.11
Technology	<u>0.00</u>	<u>0.00</u>	<u>7,300.00</u>	<u>0.00</u>	<u>( 7,300.00)</u>
TOTAL Fire Protection	1,417,215.00	96,925.88	412,231.62	29.09	1,004,983.38
<u>Fire Protection-Hydrants</u>					
Contractual Services	<u>138,488.00</u>	<u>34,622.00</u>	<u>69,244.00</u>	<u>50.00</u>	<u>69,244.00</u>
TOTAL Fire Protection-Hydrants	138,488.00	34,622.00	69,244.00	50.00	69,244.00
<u>Ambulance/EMS</u>					
Personnel Services	899,186.00	63,755.00	271,698.11	30.22	627,487.89
Contractual Services	14,050.00	858.70	4,356.49	31.01	9,693.51
Supplies & Expenses	<u>72,764.00</u>	<u>8,001.25</u>	<u>32,099.64</u>	<u>44.11</u>	<u>40,664.36</u>
TOTAL Ambulance/EMS	986,000.00	72,614.95	308,154.24	31.25	677,845.76

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Bldg. Inspection/Zoning</u>					
Personnel Services	19,948.00	1,518.73	5,327.94	26.71	14,620.06
Contractual Services	60,508.00	2,396.82	16,783.92	27.74	43,724.08
Supplies & Expenses	<u>1,852.00</u>	<u>199.07</u>	<u>494.90</u>	<u>26.72</u>	<u>1,357.10</u>
TOTAL Bldg. Inspection/Zoning	82,308.00	4,114.62	22,606.76	27.47	59,701.24
<u>City Sealer</u>					
Contractual Services	<u>4,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,000.00</u>
TOTAL City Sealer	4,000.00	0.00	0.00	0.00	4,000.00
<u>Engineering</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Contractual Services	5,000.00	2,648.10	2,648.10	52.96	2,351.90
Supplies & Expenses	500.00	0.00	0.00	0.00	500.00
Technology	<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>
TOTAL Engineering	6,500.00	2,648.10	2,648.10	40.74	3,851.90
<u>Street Commissioner</u>					
Personnel Services	98,574.00	7,649.50	30,597.96	31.04	67,976.04
Supplies & Expenses	<u>1,326.00</u>	<u>88.17</u>	<u>88.17</u>	<u>6.65</u>	<u>1,237.83</u>
TOTAL Street Commissioner	99,900.00	7,737.67	30,686.13	30.72	69,213.87
<u>Garage Maintenance</u>					
Personnel Services	1,376.00	0.00	0.00	0.00	1,376.00
Contractual Services	43,000.00	4,833.42	19,083.81	44.38	23,916.19
Supplies & Expenses	<u>10,000.00</u>	<u>1,268.49</u>	<u>5,022.00</u>	<u>50.22</u>	<u>4,978.00</u>
TOTAL Garage Maintenance	54,376.00	6,101.91	24,105.81	44.33	30,270.19
<u>Operations Support (M&amp;E)</u>					
Personnel Services	216,812.00	16,454.13	62,450.63	28.80	154,361.37
Contractual Services	1,500.00	0.00	2,556.00	170.40	( 1,056.00)
Supplies & Expenses	<u>311,000.00</u>	<u>39,147.81</u>	<u>113,482.12</u>	<u>36.49</u>	<u>197,517.88</u>
TOTAL Operations Support (M&E)	529,312.00	55,601.94	178,488.75	33.72	350,823.25
<u>Roads</u>					
Personnel Services	219,129.00	28,538.69	29,691.19	13.55	189,437.81
Supplies & Expenses	<u>97,500.00</u>	<u>1,364.41</u>	<u>3,633.99</u>	<u>3.73</u>	<u>93,866.01</u>
TOTAL Roads	316,629.00	29,903.10	33,325.18	10.52	283,303.82
<u>Street Cleaning</u>					
Personnel Services	44,617.00	6,398.44	6,398.44	14.34	38,218.56
Supplies & Expenses	<u>2,075.00</u>	<u>0.00</u>	<u>291.60</u>	<u>14.05</u>	<u>1,783.40</u>
TOTAL Street Cleaning	46,692.00	6,398.44	6,690.04	14.33	40,001.96

AS OF: APRIL 30TH, 2013

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Snow and Ice</u>					
Personnel Services	177,189.00	9,161.18	134,074.33	75.67	43,114.67
Contractual Services	1,500.00	405.00	945.00	63.00	555.00
Supplies & Expenses	<u>53,500.00</u>	<u>12,961.04</u>	<u>15,292.54</u>	<u>28.58</u>	<u>38,207.46</u>
TOTAL Snow and Ice	232,189.00	22,527.22	150,311.87	64.74	81,877.13
<u>Sealcoat</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Supplies & Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Sealcoat	0.00	0.00	0.00	0.00	0.00
<u>Stormwater Maintenance</u>					
Personnel Services	12,855.00	50.78	50.78	0.40	12,804.22
Contractual Services	3,000.00	77.00	231.00	7.70	2,769.00
Supplies & Expenses	<u>15,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,000.00</u>
TOTAL Stormwater Maintenance	30,855.00	127.78	281.78	0.91	30,573.22
<u>Street Painting-Marking</u>					
Personnel Services	13,286.00	0.00	0.00	0.00	13,286.00
Supplies & Expenses	<u>10,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000.00</u>
TOTAL Street Painting-Marking	23,286.00	0.00	0.00	0.00	23,286.00
<u>Street Leave Expenses</u>					
Personnel Services	<u>86,734.00</u>	<u>3,468.88</u>	<u>25,146.57</u>	<u>28.99</u>	<u>61,587.43</u>
TOTAL Street Leave Expenses	86,734.00	3,468.88	25,146.57	28.99	61,587.43
<u>Street Lighting</u>					
Contractual Services	197,500.00	16,159.38	52,513.17	26.59	144,986.83
Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Street Lighting	197,500.00	16,159.38	52,513.17	26.59	144,986.83
<u>Stormwater Plan/Const.</u>					
Contractual Services	27,000.00	1,477.50	1,477.50	5.47	25,522.50
Supplies & Expenses	<u>500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>
TOTAL Stormwater Plan/Const.	27,500.00	1,477.50	1,477.50	5.37	26,022.50
<u>Airport</u>					
Contractual Services	99,038.00	7,166.82	37,876.78	38.24	61,161.22
Supplies & Expenses	18,732.00	870.04	4,321.51	23.07	14,410.49
Special Services	<u>6,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,000.00</u>
TOTAL Airport	123,770.00	8,036.86	42,198.29	34.09	81,571.71
<u>Transit</u>					
Personnel Services	381,364.00	29,422.94	118,582.64	31.09	262,781.36
Contractual Services	5,250.00	361.62	1,866.06	35.54	3,383.94
Supplies & Expenses	186,450.00	15,285.19	47,739.83	25.60	138,710.17
Fixed Charges	28,073.00	( 3,199.23)	14,233.98	50.70	13,839.02
Technology	<u>2,250.00</u>	<u>0.00</u>	<u>894.96</u>	<u>39.78</u>	<u>1,355.04</u>
TOTAL Transit	603,387.00	41,870.52	183,317.47	30.38	420,069.53

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Garbage Collection</u>					
Personnel Services	145,369.00	9,974.26	40,534.96	27.88	104,834.04
Supplies & Expenses	110,250.00	7,732.43	23,276.64	21.11	86,973.36
Capital Outlay	25,000.00	2,155.52	10,173.09	40.69	14,826.91
TOTAL Garbage Collection	280,619.00	19,862.21	73,984.69	26.36	206,634.31
<u>Recycling</u>					
Personnel Services	165,957.00	10,641.02	44,282.37	26.68	121,674.63
Supplies & Expenses	34,300.00	6,897.20	13,712.23	39.98	20,587.77
TOTAL Recycling	200,257.00	17,538.22	57,994.60	28.96	142,262.40
<u>Weed &amp; Nuisance Control</u>					
Personnel Services	11,205.00	0.00	0.00	0.00	11,205.00
Supplies & Expenses	250.00	0.00	0.00	0.00	250.00
TOTAL Weed & Nuisance Control	11,455.00	0.00	0.00	0.00	11,455.00
<u>Health Officer</u>					
Personnel Services	3,660.00	1,830.06	1,830.06	50.00	1,829.94
Supplies & Expenses	100.00	0.00	0.00	0.00	100.00
TOTAL Health Officer	3,760.00	1,830.06	1,830.06	48.67	1,929.94
<u>MACEC - Enrichment</u>					
Personnel Services	99,896.00	7,689.57	30,615.54	30.65	69,280.46
Contractual Services	1,754.00	30.29	104.26	5.94	1,649.74
Supplies & Expenses	5,750.00	826.70	1,682.08	29.25	4,067.92
TOTAL MACEC - Enrichment	107,400.00	8,546.56	32,401.88	30.17	74,998.12
<u>Library</u>					
Personnel Services	747,586.00	56,436.80	232,753.32	31.13	514,832.68
Contractual Services	59,050.00	6,675.16	16,039.38	27.16	43,010.62
Supplies & Expenses	35,575.00	3,757.91	9,783.74	27.50	25,791.26
Fixed Charges	6,200.00	0.00	1,282.00	20.68	4,918.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00
Print Media - Library	55,550.00	5,377.97	15,113.86	27.21	40,436.14
Non-Print Media-Library	21,375.00	2,488.92	4,716.52	22.07	16,658.48
Technology	36,432.00	0.00	670.74	1.84	35,761.26
TOTAL Library	961,768.00	74,736.76	280,359.56	29.15	681,408.44
<u>Parks</u>					
Personnel Services	211,003.00	13,574.36	54,541.22	25.85	156,461.78
Contractual Services	27,500.00	1,512.98	4,562.40	16.59	22,937.60
Supplies & Expenses	34,250.00	2,332.38	6,166.32	18.00	28,083.68
Capital Outlay	25,500.00	0.00	1,918.47	7.52	23,581.53
TOTAL Parks	298,253.00	17,419.72	67,188.41	22.53	231,064.59

AS OF: APRIL 30TH, 2013

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Athletic Park Lights</u>					
Contractual Services	1,500.00	19.29	85.63	5.71	1,414.37
Supplies & Expenses	200.00	0.00	0.00	0.00	200.00
TOTAL Athletic Park Lights	1,700.00	19.29	85.63	5.04	1,614.37
<u>Ott's Park Lights</u>					
Contractual Services	1,300.00	238.51	712.37	54.80	587.63
Supplies & Expenses	200.00	0.00	0.00	0.00	200.00
TOTAL Ott's Park Lights	1,500.00	238.51	712.37	47.49	787.63
<u>Recreation Programs</u>					
Personnel Services	176,875.00	9,773.92	43,795.42	24.76	133,079.58
Contractual Services	4,700.00	259.43	1,314.15	27.96	3,385.85
Supplies & Expenses	37,000.00	4,760.53	10,966.64	29.64	26,033.36
TOTAL Recreation Programs	218,575.00	14,793.88	56,076.21	25.66	162,498.79
<u>Marketing - PR</u>					
Personnel Services	2,650.00	0.00	0.00	0.00	2,650.00
Supplies & Expenses	18,350.00	35.00	1,091.60	5.95	17,258.40
TOTAL Marketing - PR	21,000.00	35.00	1,091.60	5.20	19,908.40
<u>Christmas Decorations</u>					
Personnel Services	571.00	0.00	1,021.89	178.96	( 450.89)
Contractual Services	300.00	0.00	64.41	21.47	235.59
Supplies & Expenses	1,250.00	0.00	0.00	0.00	1,250.00
Capital Outlay	9,000.00	0.00	4,263.92	47.38	4,736.08
TOTAL Christmas Decorations	11,121.00	0.00	5,350.22	48.11	5,770.78
<u>Outside Agencies</u>					
Supplies & Expenses	31,500.00	12,000.00	26,500.00	84.13	5,000.00
TOTAL Outside Agencies	31,500.00	12,000.00	26,500.00	84.13	5,000.00
<u>CATV - MP3</u>					
Supplies & Expenses	79,000.00	5,225.00	5,225.00	6.61	73,775.00
TOTAL CATV - MP3	79,000.00	5,225.00	5,225.00	6.61	73,775.00
<u>MARC - Smith Center</u>					
Personnel Services	46,811.00	1,629.65	18,888.13	40.35	27,922.87
Contractual Services	62,100.00	9,387.53	23,333.67	37.57	38,766.33
Supplies & Expenses	38,200.00	5,578.59	10,352.99	27.10	27,847.01
Capital Outlay	9,000.00	0.00	0.00	0.00	9,000.00
TOTAL MARC - Smith Center	156,111.00	16,595.77	52,574.79	33.68	103,536.21
<u>Pool</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Contractual Services	45,000.00	231.69	266.66	0.59	44,733.34
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL Pool	45,000.00	231.69	266.66	0.59	44,733.34

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Economic Development</u>					
Contractual Services	19,700.00	0.00	19,700.00	100.00	0.00
TOTAL Economic Development	19,700.00	0.00	19,700.00	100.00	0.00
<u>Transfers</u>					
Transfers	0.00	0.00	0.00	0.00	0.00
TOTAL Transfers	0.00	0.00	0.00	0.00	0.00
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TOTAL EXPENDITURES	11,276,215.00	827,897.13	3,525,917.14	31.27	7,750,297.86
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REVENUES OVER/(UNDER) EXPENDITURES	3,075.08	( 140,919.61)	493,908.12	0.00	( 490,833.04)
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

20 -Remedial Action-Landfill

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Remediation Action</u>					
Other Financing Sources	56,164.26	0.00	9,750.00	17.36	46,414.26
TOTAL Remediation Action	56,164.26	0.00	9,750.00	17.36	46,414.26
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TOTAL REVENUE	56,164.26	0.00	9,750.00	17.36	46,414.26
=====					
<b>EXPENDITURES</b>					
=====					
<u>Remediation Action</u>					
Personnel Services	3,036.00	78.41	467.86	15.41	2,568.14
Contractual Services	14,500.00	103.79	3,284.23	22.65	11,215.77
Supplies & Expenses	250.00	0.00	0.00	0.00	250.00
TOTAL Remediation Action	17,786.00	182.20	3,752.09	21.10	14,033.91
<hr/>					
TOTAL EXPENDITURES	17,786.00	182.20	3,752.09	21.10	14,033.91
=====					
REVENUES OVER/(UNDER) EXPENDITURES	38,378.26	( 182.20)	5,997.91	0.00	32,380.35
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

21 -Police - SRO

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Police-SRO</u>					
Taxes (or Utility Rev.)	52,400.00	0.00	52,400.00	100.00	0.00
Intergovernmental	<u>55,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>55,400.00</u>
TOTAL Police-SRO	107,800.00	0.00	52,400.00	48.61	55,400.00
<hr/>					
TOTAL REVENUE	107,800.00	0.00	52,400.00	48.61	55,400.00
	=====	=====	=====	=====	=====
<b>EXPENDITURES</b>					
=====					
<u>Police-SRO</u>					
Personnel Services	105,175.00	7,714.64	33,147.97	31.52	72,027.03
Supplies & Expenses	500.00	0.00	0.00	0.00	500.00
Fixed Charges	<u>2,125.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,125.00</u>
TOTAL Police-SRO	107,800.00	7,714.64	33,147.97	30.75	74,652.03
<hr/>					
TOTAL EXPENDITURES	107,800.00	7,714.64	33,147.97	30.75	74,652.03
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	( 7,714.64)	19,252.03	0.00	( 19,252.03)
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

## 25 -Community Development

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>CDBG Grants/Loans</u>					
Miscellaneous Revenues	83,350.00	774.64	51,841.14	62.20	31,508.86
TOTAL CDBG Grants/Loans	83,350.00	774.64	51,841.14	62.20	31,508.86
<u>Community Development</u>					
Taxes (or Utility Rev.)	38,744.00	0.00	38,744.00	100.00	0.00
Intergov Charges (Misc.)	12,217.00	325.00	650.00	5.32	11,567.00
TOTAL Community Development	50,961.00	325.00	39,394.00	77.30	11,567.00
<hr/>					
TOTAL REVENUE	134,311.00	1,099.64	91,235.14	67.93	43,075.86
	=====	=====	=====	=====	=====
<b>EXPENDITURES</b>					
=====					
<u>CDBG Grants/Loans</u>					
Special Services	105,000.00	10,955.00	28,403.00	27.05	76,597.00
TOTAL CDBG Grants/Loans	105,000.00	10,955.00	28,403.00	27.05	76,597.00
<u>Community Development</u>					
Personnel Services	46,186.00	3,543.76	13,782.49	29.84	32,403.51
Contractual Services	1,625.00	48.81	660.47	40.64	964.53
Supplies & Expenses	3,150.00	277.61	490.98	15.59	2,659.02
Technology	0.00	0.00	0.00	0.00	0.00
TOTAL Community Development	50,961.00	3,870.18	14,933.94	29.30	36,027.06
<hr/>					
TOTAL EXPENDITURES	155,961.00	14,825.18	43,336.94	27.79	112,624.06
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 21,650.00)	( 13,725.54)	47,898.20	0.00	( 69,548.20)
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

30 -Debt Sevice  
Debt Service

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Taxes (or Utility Rev.)</u>					
40000-41010 Transfer from General	0.00	0.00	0.00	0.00	0.00
40000-41041 Transfer from TID	46,142.98	0.00	6,715.48	14.55	39,427.50
40000-41110 Tax Levy - Debt Service	921,619.00	0.00	921,619.00	100.00	0.00
TOTAL Taxes (or Utility Rev.)	967,761.98	0.00	928,334.48	95.93	39,427.50
<u>Miscellaneous Revenues</u>					
40000-48110 Interest - Debt Service Fund	0.00	0.00	0.00	0.00	0.00
40000-48250 Fed Stimulus - BAB	20,358.58	0.00	17,779.00	87.33	2,579.58
TOTAL Miscellaneous Revenues	20,358.58	0.00	17,779.00	87.33	2,579.58
<u>Other Financing Sources</u>					
40000-49110 Proceeds from LT Debt	0.00	0.00	0.00	0.00	0.00
40000-49200 Transfer-Prior Service DS	9,750.00	0.00	13,028.00	133.62	( 3,278.00)
TOTAL Other Financing Sources	9,750.00	0.00	13,028.00	133.62	( 3,278.00)
<hr/>					
TOTAL REVENUES	997,870.56	0.00	959,141.48	96.12	38,729.08
<b>EXPENDITURES</b>					
=====					
<u>Debt Service</u>					
50000-06-11750 GO 2006A - Prin. Equip	14,000.00	0.00	0.00	0.00	14,000.00
50000-06-11755 STL 2009-2 Equip	11,286.24	0.00	11,286.24	100.00	0.00
50000-06-11800 STL 2010-1 Prin BAB	18,000.00	0.00	18,000.00	100.00	0.00
50000-06-12040 GO 2004 Prin.- St./Park	50,000.00	0.00	0.00	0.00	50,000.00
50000-06-12043 STL 2009-1 -Prin Faciliti	11,296.33	0.00	11,296.33	100.00	0.00
50000-06-12045 SIB Prin.-W. Main St.	8,859.11	2,209.23	4,407.46	49.75	4,451.65
50000-06-12050 STL 2005 Prin.-Streets	0.00	0.00	0.00	0.00	0.00
50000-06-12065 STF 2011-1 BAB-10 Year	36,316.98	0.00	36,316.98	100.00	0.00
50000-06-12067 STF 2011-2 BAB-20 Year	22,915.90	0.00	22,915.90	100.00	0.00
50000-06-12075 GO 2006B Prin.-Streets	20,000.00	0.00	0.00	0.00	20,000.00
50000-06-14067 STF 2011-2 TID6 Prin.	3,084.10	0.00	3,084.10	100.00	0.00
50000-06-14075 GO 2006B-TID #3-Prin.	5,000.00	0.00	0.00	0.00	5,000.00
50000-06-14080 GO 2008B-TID #4 Prin.	15,000.00	0.00	0.00	0.00	15,000.00
50000-06-18025 GO 2001 Prin.- Library	215,000.00	0.00	0.00	0.00	215,000.00
50000-06-18030 GO 2003 Prin-Refund/Equip	235,000.00	0.00	0.00	0.00	235,000.00
50000-06-18070 Landfill 2004 Prin.- Pens	22,900.18	0.00	22,900.18	100.00	0.00
50000-06-18075 STL 2004 Prin.- Pension	0.00	0.00	0.00	0.00	0.00
50000-06-21750 GO 2006A - Int. Equipment	2,330.20	0.00	0.00	0.00	2,330.20
50000-06-21755 STL 2009-2 Int Equip	4,072.42	0.00	4,072.42	100.00	0.00
50000-06-21800 STL 2010-1 BAB Int.	12,037.50	0.00	12,037.50	100.00	0.00
50000-06-22040 GO 2004 Int.- St./Park	23,080.00	0.00	0.00	0.00	23,080.00
50000-06-22043 STL 2009-1 - Int Faciliti	3,414.19	0.00	3,414.19	100.00	0.00
50000-06-22045 SIB Int.-W. Main St.	1,455.39	369.40	749.79	51.52	705.60
50000-06-22050 STL 2005 Int.-Streets	10,362.94	0.00	10,362.94	100.00	0.00

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

30 -Debt Sevice  
 Debt Service

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
50000-06-22065 STF 2011-1 Int BAB-10 YR	11,777.30	0.00	11,777.30	100.00	0.00
50000-06-22067 STF 2011-2 Int BAB 20- YR	26,982.37	0.00	26,982.37	100.00	0.00
50000-06-22075 GO 2006B Int.-Streets	42,002.50	0.00	0.00	0.00	42,002.50
50000-06-22080 GO 2008B Int.-Streets	19,475.00	0.00	0.00	0.00	19,475.00
50000-06-24067 STF 2011-2 TID6 Int	3,631.38	0.00	3,631.38	100.00	0.00
50000-06-24075 GO 2006B Int.-TIF #3	5,007.50	0.00	0.00	0.00	5,007.50
50000-06-24080 GO 2008B Int.-TID #4	14,420.00	0.00	0.00	0.00	14,420.00
50000-06-28025 GO 2001 Int.- Library	98,990.00	49,495.00	49,495.00	50.00	49,495.00
50000-06-28030 GO 2003 Int.-Refund/Equip	8,695.00	0.00	4,347.50	50.00	4,347.50
50000-06-28070 Landfill 2004 Int - Pensi	9,750.00	0.00	9,750.00	100.00	0.00
50000-06-28075 STL 2004 Int.- Pension	13,256.05	0.00	13,256.05	100.00	0.00
50000-06-32040 GO 2004 PA- St./Park	0.00	0.00	350.00	0.00	( 350.00)
50000-06-38030 GO 2003 PA - Refund/Equip	0.00	0.00	350.00	0.00	( 350.00)
50000-06-38075 GO 2006B PA - St./TIF/Sew	0.00	0.00	0.00	0.00	0.00
50000-06-38085 GO 2008B PA -St./TIF	0.00	0.00	0.00	0.00	0.00
50000-06-38100 BAB Fed Paperwork	0.00	0.00	350.00	0.00	( 350.00)
<b>TOTAL Debt Service</b>	<b>999,398.58</b>	<b>52,073.63</b>	<b>281,133.63</b>	<b>28.13</b>	<b>718,264.95</b>

TOTAL EXPENDITURES 999,398.58 52,073.63 281,133.63 28.13 718,264.95

REVENUES OVER/(UNDER) EXPENDITURES ( 1,528.02) ( 52,073.63) 678,007.85 0.00 ( 679,535.87)

FUND TOTAL REVENUES 997,870.56 0.00 959,141.48 96.12 38,729.08  
 FUND TOTAL EXPENDITURES 999,398.58 52,073.63 281,133.63 28.13 718,264.95

REVENUES OVER/(UNDER) EXPENDITURES ( 1,528.02) ( 52,073.63) 678,007.85 0.00 ( 679,535.87)

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

43 -TID #3 - WI Riverfront

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #3 - WI Riverfront</u>					
Taxes (or Utility Rev.)	231,123.68	20,928.13	213,763.50	92.49	17,360.18
Intergovernmental	8,500.00	0.00	0.00	0.00	8,500.00
Miscellaneous Revenues	<u>272,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>272,500.00</u>
TOTAL TID #3 - WI Riverfront	512,123.68	20,928.13	213,763.50	41.74	298,360.18
<hr/>					
TOTAL REVENUE	512,123.68	20,928.13	213,763.50	41.74	298,360.18
	=====	=====	=====	=====	=====
<b>EXPENDITURES</b>					
=====					
<u>TID #3 - WI Riverfront</u>					
Personnel Services	62,700.00	1,556.00	12,169.31	19.41	50,530.69
Contractual Services	58,150.00	1,123.75	1,662.08	2.86	56,487.92
Supplies & Expenses	300.00	0.00	0.00	0.00	300.00
Special Services	415,647.33	0.00	0.00	0.00	415,647.33
Capital Outlay	<u>687,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>687,500.00</u>
TOTAL TID #3 - WI Riverfront	1,224,297.33	2,679.75	13,831.39	1.13	1,210,465.94
<hr/>					
TOTAL EXPENDITURES	1,224,297.33	2,679.75	13,831.39	1.13	1,210,465.94
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 712,173.65)	18,248.38	199,932.11	0.00	( 912,105.76)
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

44 -TID #4 - Thielman/P Ridge

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #4 -Thielman/P Ridge</u>					
Taxes (or Utility Rev.)	53,858.76	92.23	347.75	0.65	53,511.01
Miscellaneous Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TID #4 -Thielman/P Ridge	53,858.76	92.23	347.75	0.65	53,511.01
<hr/>					
TOTAL REVENUE	53,858.76	92.23	347.75	0.65	53,511.01
	=====	=====	=====	=====	=====
<b>EXPENDITURES</b>					
=====					
<u>TID #4 -Thielman/P Ridge</u>					
Personnel Services	4,900.00	0.00	0.00	0.00	4,900.00
Contractual Services	23,900.00	150.00	150.00	0.63	23,750.00
Supplies & Expenses	25.00	0.00	0.00	0.00	25.00
Special Services	64,960.00	0.00	0.00	0.00	64,960.00
Capital Outlay	<u>143,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>143,500.00</u>
TOTAL TID #4 -Thielman/P Ridge	237,285.00	150.00	150.00	0.06	237,135.00
<hr/>					
TOTAL EXPENDITURES	237,285.00	150.00	150.00	0.06	237,135.00
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 183,426.24)	( 57.77)	197.75	0.00	( 183,623.99)
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

45 -TID #5 - Hwy 107/Taylor

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #5 - Hwy 107/Taylor</u>					
Taxes (or Utility Rev.)	158,884.13	0.00	0.00	0.00	158,884.13
Intergovernmental	<u>10.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10.00</u>
TOTAL TID #5 - Hwy 107/Taylor	158,894.13	0.00	0.00	0.00	158,894.13
<hr/>					
TOTAL REVENUE	158,894.13	0.00	0.00	0.00	158,894.13
	=====	=====	=====	=====	=====
<b>EXPENDITURES</b>					
=====					
<u>TID #5 - Hwy 107/Taylor</u>					
Personnel Services	1,625.00	0.00	0.00	0.00	1,625.00
Contractual Services	1,650.00	150.00	150.00	9.09	1,500.00
Special Services	0.00	0.00	0.00	0.00	0.00
Capital Outlay	<u>157,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>157,500.00</u>
TOTAL TID #5 - Hwy 107/Taylor	160,775.00	150.00	150.00	0.09	160,625.00
<hr/>					
TOTAL EXPENDITURES	160,775.00	150.00	150.00	0.09	160,625.00
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 1,880.87)	( 150.00)	( 150.00)	0.00	( 1,730.87)
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

46 -TID #6 - Downtown

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #6 - Downtown</u>					
Taxes (or Utility Rev.)	102,500.00	0.00	0.00	0.00	102,500.00
Intergovernmental	3,000.00	0.00	0.00	0.00	3,000.00
Miscellaneous Revenues	<u>31,271.00</u>	<u>0.00</u>	<u>1,270.98</u>	<u>4.06</u>	<u>30,000.02</u>
TOTAL TID #6 - Downtown	136,771.00	0.00	1,270.98	0.93	135,500.02
<u>TID #6 - Lincoln House</u>					
Miscellaneous Revenues	<u>20,500.00</u>	<u>60,565.00</u>	<u>64,845.00</u>	<u>316.32</u>	<u>( 44,345.00)</u>
TOTAL TID #6 - Lincoln House	20,500.00	60,565.00	64,845.00	316.32	( 44,345.00)
<hr/>					
TOTAL REVENUE	157,271.00	60,565.00	66,115.98	42.04	91,155.02
=====					
<b>EXPENDITURES</b>					
=====					
<u>TID #6 - Courtview Proj</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Capital Outlay	<u>75,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>75,000.00</u>
TOTAL TID #6 - Courtview Proj	75,000.00	0.00	0.00	0.00	75,000.00
<u>TID #6 - Downtown</u>					
Personnel Services	7,350.00	14.54	99.30	1.35	7,250.70
Contractual Services	53,650.00	3,085.69	4,605.69	8.58	49,044.31
Supplies & Expenses	250.00	0.00	0.00	0.00	250.00
Special Services	158,000.00	131.25	10,578.01	6.69	147,421.99
Capital Outlay	<u>5,000.00</u>	<u>0.00</u>	<u>1,014.52</u>	<u>20.29</u>	<u>3,985.48</u>
TOTAL TID #6 - Downtown	224,250.00	3,231.48	16,297.52	7.27	207,952.48
<u>TID #6 - Lincoln House</u>					
Personnel Services	3,685.00	192.24	1,918.64	52.07	1,766.36
Contractual Services	27,250.00	4,538.73	74,168.25	272.18	( 46,918.25)
Supplies & Expenses	500.00	96.65	312.06	62.41	187.94
Special Services	<u>100,500.00</u>	<u>685.00</u>	<u>685.00</u>	<u>0.68</u>	<u>99,815.00</u>
TOTAL TID #6 - Lincoln House	131,935.00	5,512.62	77,083.95	58.43	54,851.05
<hr/>					
TOTAL EXPENDITURES	431,185.00	8,744.10	93,381.47	21.66	337,803.53
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 273,914.00)	51,820.90	( 27,265.49)	0.00	( 246,648.51)
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

47 -TID #7 - N Center Ave

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #7 - N Center Ave</u>					
Taxes (or Utility Rev.)	240.74	0.00	0.00	0.00	240.74
Intergovernmental	1,650.00	0.00	0.00	0.00	1,650.00
Miscellaneous Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TID #7 - N Center Ave	1,890.74	0.00	0.00	0.00	1,890.74
<hr/>					
TOTAL REVENUE	1,890.74	0.00	0.00	0.00	1,890.74
	=====	=====	=====	=====	=====
<b>EXPENDITURES</b>					
=====					
<u>TID #7 - N Center Ave</u>					
Personnel Services	2,885.00	0.00	0.00	0.00	2,885.00
Contractual Services	24,650.00	957.50	1,357.53	5.51	23,292.47
Special Services	200,000.00	0.00	0.00	0.00	200,000.00
Capital Outlay	<u>28,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>28,500.00</u>
TOTAL TID #7 - N Center Ave	256,035.00	957.50	1,357.53	0.53	254,677.47
<hr/>					
TOTAL EXPENDITURES	256,035.00	957.50	1,357.53	0.53	254,677.47
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 254,144.26)	( 957.50)	( 1,357.53)	0.00	( 252,786.73)
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

48 -TID #8 - West Side

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #8 - West Side</u>					
Taxes (or Utility Rev.)	0.00	0.00	0.00	0.00	0.00
Intergovernmental	0.00	0.00	0.00	0.00	0.00
Miscellaneous Revenues	<u>15,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,000.00</u>
TOTAL TID #8 - West Side	15,000.00	0.00	0.00	0.00	15,000.00
<hr/>					
TOTAL REVENUE	15,000.00	0.00	0.00	0.00	15,000.00
	=====	=====	=====	=====	=====
<b>EXPENDITURES</b>					
=====					
<u>TID #8 - West Side</u>					
Personnel Services	8,975.00	0.00	350.00	3.90	8,625.00
Contractual Services	38,750.00	2,468.21	4,788.25	12.36	33,961.75
Special Services	910,000.00	850.00	44,455.54	4.89	865,544.46
Capital Outlay	<u>10,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000.00</u>
TOTAL TID #8 - West Side	967,725.00	3,318.21	49,593.79	5.12	918,131.21
<hr/>					
TOTAL EXPENDITURES	967,725.00	3,318.21	49,593.79	5.12	918,131.21
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 952,725.00)	( 3,318.21)	( 49,593.79)	0.00	( 903,131.21)
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

## 52 -Capital Projects

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	159,750.00	8.36	159,781.78	100.02	( 31.78)
Specials (Utility Rev.)	240,000.00	0.00	0.00	0.00	240,000.00
Intergovernmental	57,000.00	0.00	57,512.00	100.90	( 512.00)
Public Charges-Services	0.00	0.00	0.00	0.00	0.00
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
Other Financing Sources	<u>872,060.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>872,060.00</u>
TOTAL Non-Departmental	1,328,810.00	8.36	217,293.78	16.35	1,111,516.22
<u>Fire Station</u>					
Taxes (or Utility Rev.)	3,676,267.00	0.00	0.00	0.00	3,676,267.00
Miscellaneous Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Fire Station	3,676,267.00	0.00	0.00	0.00	3,676,267.00
<u>Tornado Recovery</u>					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
Public Charges-Services	0.00	0.00	0.00	0.00	0.00
Miscellaneous Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Tornado Recovery	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL REVENUE	5,005,077.00	8.36	217,293.78	4.34	4,787,783.22
	=====	=====	=====	=====	=====
<b>EXPENDITURES</b>					
=====					
<u>Fire Station</u>					
Capital Outlay	<u>3,676,267.00</u>	<u>115,514.92</u>	<u>148,739.92</u>	<u>4.05</u>	<u>3,527,527.08</u>
TOTAL Fire Station	3,676,267.00	115,514.92	148,739.92	4.05	3,527,527.08
<u>Streets - Sealcoat</u>					
Personnel Services	23,585.00	0.00	0.00	0.00	23,585.00
Supplies & Expenses	<u>105,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>105,000.00</u>
TOTAL Streets - Sealcoat	128,585.00	0.00	0.00	0.00	128,585.00
<u>Capital Outlay/Projects</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Capital Outlay	<u>1,215,725.00</u>	<u>142,919.35</u>	<u>276,075.61</u>	<u>22.71</u>	<u>939,649.39</u>
TOTAL Capital Outlay/Projects	1,215,725.00	142,919.35	276,075.61	22.71	939,649.39

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

52 -Capital Projects

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
<u>Tornado Recovery</u>					
Capital Outlay	<u>0.00</u>	<u>13,995.00</u>	<u>14,466.64</u>	<u>0.00</u>	<u>( 14,466.64)</u>
TOTAL Tornado Recovery	0.00	13,995.00	14,466.64	0.00	( 14,466.64)
<hr/>					
TOTAL EXPENDITURES	5,020,577.00	272,429.27	439,282.17	8.75	4,581,294.83
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 15,500.00)	( 272,420.91)	( 221,988.39)	0.00	206,488.39
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

62 -Water Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	79,740.00	8,640.48	29,064.25	36.45	50,675.75
Specials (Utility Rev.)	4,962.00	0.00	0.00	0.00	4,962.00
Public Charges-Services	1,247,238.00	143,522.27	445,650.29	35.73	801,587.71
Intergov Charges (Misc.)	20,850.00	1,097.80	3,243.28	15.56	17,606.72
Miscellaneous Revenues	<u>4,250.00</u>	<u>68.20</u>	<u>663.80</u>	<u>15.62</u>	<u>3,586.20</u>
TOTAL Non-Departmental	1,357,040.00	153,328.75	478,621.62	35.27	878,418.38
<hr/>					
TOTAL REVENUE	1,357,040.00	153,328.75	478,621.62	35.27	878,418.38
	=====	=====	=====	=====	=====
<b>EXPENDITURES</b>					
=====					
<u>Non-Departmental</u>					
Work Orders - Utility	<u>80,000.00</u>	<u>0.00</u>	<u>47,034.94</u>	<u>58.79</u>	<u>32,965.06</u>
TOTAL Non-Departmental	80,000.00	0.00	47,034.94	58.79	32,965.06
<u>Pumping Expenses</u>					
	<u>79,000.00</u>	<u>6,702.47</u>	<u>23,262.72</u>	<u>29.45</u>	<u>55,737.28</u>
TOTAL Pumping Expenses	79,000.00	6,702.47	23,262.72	29.45	55,737.28
<u>Water Treatment Expenses</u>					
	<u>78,500.00</u>	<u>7,571.99</u>	<u>19,644.00</u>	<u>25.02</u>	<u>58,856.00</u>
TOTAL Water Treatment Expenses	78,500.00	7,571.99	19,644.00	25.02	58,856.00
<u>Trans &amp; Distribution Exp</u>					
	<u>206,500.00</u>	<u>12,544.95</u>	<u>61,622.74</u>	<u>29.84</u>	<u>144,877.26</u>
TOTAL Trans & Distribution Exp	206,500.00	12,544.95	61,622.74	29.84	144,877.26
<u>Customer Accts Expenses</u>					
	<u>52,750.00</u>	<u>5,690.18</u>	<u>20,014.76</u>	<u>37.94</u>	<u>32,735.24</u>
TOTAL Customer Accts Expenses	52,750.00	5,690.18	20,014.76	37.94	32,735.24
<u>Admin &amp; General Expenses</u>					
	<u>521,550.00</u>	<u>27,398.24</u>	<u>98,933.93</u>	<u>18.97</u>	<u>422,616.07</u>
TOTAL Admin & General Expenses	521,550.00	27,398.24	98,933.93	18.97	422,616.07
<u>Contract Work</u>					
	<u>3,500.00</u>	<u>0.00</u>	<u>43.99</u>	<u>1.26</u>	<u>3,456.01</u>
TOTAL Contract Work	3,500.00	0.00	43.99	1.26	3,456.01

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

62 -Water Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Taxes</u>					
TOTAL Taxes	<u>316,500.00</u>	<u>1,601.77</u>	<u>265,603.71</u>	<u>83.92</u>	<u>50,896.29</u>
	316,500.00	1,601.77	265,603.71	83.92	50,896.29
<u>Debt Service</u>					
TOTAL Debt Service	<u>44,610.00</u>	<u>17,729.77</u>	<u>18,765.28</u>	<u>42.07</u>	<u>25,844.72</u>
	44,610.00	17,729.77	18,765.28	42.07	25,844.72
<hr/>					
TOTAL EXPENDITURES	1,382,910.00	79,239.37	554,926.07	40.13	827,983.93
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 25,870.00)	74,089.38	( 76,304.45)	0.00	50,434.45
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2013

## 63 -Sewer Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	4,750.00	114.35	673.31	14.17	4,076.69
Specials (Utility Rev.)	125.00	0.00	0.00	0.00	125.00
Intergov Charges (Misc.)	7,500.00	758.48	2,153.40	28.71	5,346.60
Miscellaneous Revenues	985.54	0.00	6,682.22	678.03	( 5,696.68)
Public Charges-Services	1,421,000.00	139,081.91	486,213.40	34.22	934,786.60
Other Charges-Services	<u>90,000.00</u>	<u>7,789.78</u>	<u>32,054.91</u>	<u>35.62</u>	<u>57,945.09</u>
TOTAL Non-Departmental	1,524,360.54	147,744.52	527,777.24	34.62	996,583.30
<hr/>					
TOTAL REVENUE	1,524,360.54	147,744.52	527,777.24	34.62	996,583.30
=====					
<b>EXPENDITURES</b>					
=====					
<u>Non-Departmental</u>					
Work Orders - Utility	<u>290,000.00</u>	<u>1,242.94</u>	<u>2,009.74</u>	<u>0.69</u>	<u>287,990.26</u>
TOTAL Non-Departmental	290,000.00	1,242.94	2,009.74	0.69	287,990.26
<u>Contract Work</u>					
	<u>500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>
TOTAL Contract Work	500.00	0.00	0.00	0.00	500.00
<u>Taxes - SS/Medicare</u>					
	<u>27,500.00</u>	<u>1,931.22</u>	<u>7,359.99</u>	<u>26.76</u>	<u>20,140.01</u>
TOTAL Taxes - SS/Medicare	27,500.00	1,931.22	7,359.99	26.76	20,140.01
<u>Operations</u>					
	<u>273,000.00</u>	<u>21,366.30</u>	<u>83,109.41</u>	<u>30.44</u>	<u>189,890.59</u>
TOTAL Operations	273,000.00	21,366.30	83,109.41	30.44	189,890.59
<u>Maintenance</u>					
	<u>231,750.00</u>	<u>18,603.98</u>	<u>55,192.43</u>	<u>23.82</u>	<u>176,557.57</u>
TOTAL Maintenance	231,750.00	18,603.98	55,192.43	23.82	176,557.57
<u>Customer Accts Expenses</u>					
	<u>60,000.00</u>	<u>7,368.34</u>	<u>26,030.84</u>	<u>43.38</u>	<u>33,969.16</u>
TOTAL Customer Accts Expenses	60,000.00	7,368.34	26,030.84	43.38	33,969.16
<u>Admin &amp; General Expenses</u>					
	<u>384,750.00</u>	<u>27,711.63</u>	<u>99,159.96</u>	<u>25.77</u>	<u>285,590.04</u>
TOTAL Admin & General Expenses	384,750.00	27,711.63	99,159.96	25.77	285,590.04

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2013

63 -Sewer Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Taxes &amp; Depreciation</u>					
	<u>232,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>232,000.00</u>
TOTAL Taxes & Depreciation	232,000.00	0.00	0.00	0.00	232,000.00
<u>Transfers</u>					
	<u>9,421.55</u>	<u>677.23</u>	<u>4,190.44</u>	<u>44.48</u>	<u>5,231.11</u>
TOTAL Transfers	9,421.55	677.23	4,190.44	44.48	5,231.11
<hr/>					
TOTAL EXPENDITURES	1,508,921.55	78,901.64	277,052.81	18.36	1,231,868.74
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	15,438.99	68,842.88	250,724.43	0.00	( 235,285.44)
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

**13 05 9 1**

**Lincoln House**

After being duly advertised and noticed, bids were opened for the asbestos abatement and demolition of the Lincoln House on April 29<sup>th</sup>, 2013. There were several inquiries, but only a single bid. The bid was received from C&D Excavating in the amount of \$37,780 for asbestos abatement and \$119,000 for demolition, for a total of \$156,780.

The City has three options: 1) Let the building stand and do minimal interior work; 2) spend the proceeds from the insurance settlement to put the interior back like it was; or 3) demolish the structure and start with a clean lot for downtown development. If option 1 or 2 is chosen, the City will be forced to expend a significant amount on the exterior of the structure to bring it to compliance with the Exterior Maintenance Ordinance. The entire structure must be painted, wood trim replaced where it is rotting, windows replaced where broken and rotting and tuck-pointing work must be done on the brick. If this exterior work is done the City will still have a building that developers have rejected as a non-viable development project and we will likely end up demolishing the structure in the long run, after having thrown additional funds into the structure.

Historically and architecturally the building has been stripped of significance. The façade of the structure has changed significantly since it was a hotel, the columned front portico has been removed, the original woodwork and flooring has all been removed and interior walls have been moved to accommodate businesses and apartments. The City made several attempts to redevelop the property and all came to naught. From a business standpoint, the only choice is to demolish the Lincoln House and free up a lot for downtown development. The City has \$130,000 available from the insurance settlement to utilize to either repair or demolish the structure.

It is the recommendation of the City Administrator that the Council accept the bid for the asbestos abatement and demolition of the Lincoln House, at a cost of \$156,780, and authorize staff to begin the process of relocating tenants and move forward with the demolition process.

Lincoln House asbestos abatement and demolition bid summary April 29, 2013

Bidder	Bond	Abatement Bid	Demolition Bid	Total bid
C+D Excavating, LLC	Yes	\$37,780	\$119,000.	\$156,780

**City of Merrill - "Blight" Removal and Redevelopment  
Tax Increment District No. 6 - Lincoln House (120 S. Mill St.)**

The following provides a fiscal overview of investment in this property through April 30th, 2013:

	In 2011	In 2012	In 2013 (April)	Total
<b><u>Revenues</u></b>				
Rents	(\$11,260)	(\$21,550)	(\$5,345)	(\$38,155)
Insurance			(\$59,500)	(\$59,500)
<b>TOTAL REVENUES</b>	<b>(\$11,260)</b>	<b>(\$21,550)</b>	<b>(\$64,845)</b>	<b>(\$97,655)</b>
<b><u>Expenditures</u></b>				
<b>Acquisition/Taxes/Etc.</b>				
Purchase Price	\$150,000			\$150,000
Property Taxes (1/2 Year)	\$3,345			\$3,345
<b>Total Acquisition</b>	<b>\$153,345</b>	<b>\$0</b>	<b>\$0</b>	<b>\$153,345</b>
<b>Environmental/Demo</b>				
Environmental Testing	\$4,185		\$685	\$4,870
Demolition Contractor				\$0
Lincoln County Landfill				\$0
<b>Environmental/Demo</b>	<b>\$4,185</b>	<b>\$0</b>	<b>\$685</b>	<b>\$4,870</b>
<b>Rehab/Operations</b>				
Parking Lot Rehab	\$5,549			\$5,549
Water/Sewer Repairs	\$6,730			\$6,730
Repairs/Maintenance	\$505	\$1,669	\$312	\$2,486
HVAC Repairs	\$5,100	\$210		\$5,310
Elevator Maintenance		\$623	\$779	\$1,401
Flood Repairs			\$56,529	\$56,529
City Personnel Services	\$1,251	\$2,141	\$1,919	\$5,311
Water & Sewer Service	\$673	\$2,323	\$541	\$3,537
Electric & Natural Gas	\$6,945	\$17,752	\$15,197	\$39,894
Garbage Removal	\$573	\$888	\$222	\$1,683
Janitorial Services	\$1,730	\$2,700	\$900	\$5,330
Snow/Weed Services	\$60	\$333		\$393
<b>Operations/Rehab</b>	<b>\$29,116</b>	<b>\$28,638</b>	<b>\$76,399</b>	<b>\$134,154</b>
<b>Redevelopment</b>				
Ads - Legal Notices	\$57			\$57
Financial Services		\$1,933		\$1,933
<b>Redevelopment Total</b>	<b>\$57</b>	<b>\$1,933</b>	<b>\$0</b>	<b>\$1,990</b>
<b>TOTAL EXPENDITURES</b>	<b>\$186,704</b>	<b>\$30,571</b>	<b>\$77,084</b>	<b>\$294,358</b>
<b>NET COST</b>	<b>\$175,444</b>	<b>\$9,021</b>	<b>\$12,239</b>	<b>\$196,703</b>
<b>COST - WITHOUT ACQUISITION</b>	<b>\$22,098</b>	<b>\$9,021</b>	<b>\$12,239</b>	<b>\$43,358</b>

1305131

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 30.00

Application Date: 3/14/13

Town Village City of MERRILL County of LINCOLN

The named organization applies for: (check appropriate box(es).)

per Brock & Neff

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 6/7/13 and ending 6/9/13 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name LINCOLN COUNTY RODEO ASSN., INC

(b) Address 906 N CENTER AV, MERRILL, WI (Street) City

(c) Date organized 03/04/98

(d) If corporation, give date of incorporation 03/04/98

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: [ ]

(f) Names and addresses of all officers:

President BRYAN BLOCH 7706 COUNTY RD S, ATHENS, WI 54411

Vice President DETEER BUNTS W4759 COUNTRY RD H, IAMA, WI 54442

Secretary

Treasurer

(g) Name and address of manager or person in charge of affair: BRYAN BLOCH

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number LINCOLN COUNTY FAIRGROUNDS

(b) Lot Block

(c) Do premises occupy all or part of building?

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. NAME OF EVENT

(a) List name of the event WISCONSIN RIVER PRO RODEO

(b) Dates of event JULY 7, 8, 9, 2013

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Bryan Bloch 3-14-13 (Signature/date)

LINCOLN COUNTY RODEO ASSN., INC (Name of Organization)
Officer [Signature] VP 3/14/13 (Signature/date)

Officer (Signature/date)

Officer (Signature/date)

Date Filed with Clerk 3/22/12

Date Reported to Council or Board

Date Granted by Council

License No.

OK Kent Hill 3/26/13

1305132 APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 50-00

Application Date: 3/19/13

Town Village City of Merrill County of Lincoln

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 07-17-2013 and ending 07-21-2013 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name VFW Post 1638
(b) Address 205 N Cleveland St Merrill WI 54452
(c) Date organized 01-04-1942
(d) If corporation, give date of incorporation
(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:
(f) Names and addresses of all officers:
President Michele A. Rathke N2910 Hinz Rd
Vice President Walter Plautz 704 E 6th St Merrill WI 54452
Secretary Ralph Wangen 600 E 8th St Merrill WI 54452
Treasurer Ryan Duginiski 405 E 3rd St Merrill WI 54452
(g) Name and address of manager or person in charge of affair: Michele Rathke N2910 Hinz Rd Merrill WI 54452

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Fair Grounds
(b) Lot VFW Bldg Block
(c) Do premises occupy all or part of building? All
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. NAME OF EVENT

(a) List name of the event Lincoln County Fair
(b) Dates of event 07-17-2013 - 07-21-2013

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Michele A Rathke (Signature/date)
Officer Walter Plautz (Signature/date)
Officer Br (Signature/date)
Date Filed with Clerk 3/19/13
Date Reported to Council or Board
Date Granted by Council
License No.

Approved KJN 4/4/13

1305133

(3C)

copy in H+S

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 6-2-13

Town  Village  City of Merrill County of Lincoln

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning 7-17-13 and ending 7-17-13 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box)  Bona fide Club  Church  Lodge/Society  Veteran's Organization  Fair Association

(a) Name Fraternal Order of Eagles - Merrill Aerie #584

(b) Address 1205 Lake Street Merrill, WI 54452

(c) Date organized 1903  Town  Village  City

(d) If corporation, give date of incorporation 1984

(e) Names and addresses of all officers:

President Jay Schlueter - 112570 Daytona Dr Merrill

Vice President Bryan Plautz - 4962 Hillside Dr Merrill

Secretary Joel Kochler - 1704 W. Main St Merrill

Treasurer Scott Doerr - 908 N Cleveland Street Merrill

(f) Name and address of manager or person in charge of affair: Jerry Leopold - 407 E. 3rd St Merrill, WI

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Lincoln County Fair Grounds

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover. Eagles Aerie #584 - Beer Stand on L.C. Fair grounds

3. NAME OF EVENT

(a) List name of the event L.C. Fair

(b) Dates of event 7-17/21-13

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] - President 7-25-13  
(Signature/date)

Officer Scott Doerr Treasurer 2-25-13  
(Name of Organization)  
(Signature/date)

Officer Joel Kochler - Secretary 2-25-13  
(Signature/date)

Officer Bryan Plautz 2-25-13  
(Signature/date)

Date Filed with Clerk 4/16/13

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

pd 4/16/13 4/18/13 OK (JWA) \$50

1305134

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

copy in H+S

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 50.00 total - pd Merrill Wis., April, 10 2013

To the governing body of the

Town of

Village of

City of Merrill

County of Lincoln

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning July 17 and ending July 21 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted. July

1. ORGANIZATION (Bona fide club, church, lodge or society, veteran's organization or fair association):

(a) Name Merrill Wrestling Club

(b) Address N716 CTY RD W Street

Town Village City

(c) Date organized 1973

(d) If corporation, give date of incorporation

(e) Names and addresses of all officers:

President Roger Wendorf

Vice President Julie Wendorf

Secretary Julie Wendorf

Treasurer Julie Wendorf

(f) Name and address of manager or person in charge of affair: Roger Wendorf & Ryan Martinovici

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Lincoln County Fair Grounds

(b) Lot Block

(c) Do premises occupy all or part of building? We have a tent with a fenced in Area.

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Area on the East Side of Fairgrounds where the old Grandstand stood. Large tent with fencing around.

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Merrill Wrestling Name of organization

Officer Roger Wendorf (Signature)

Officer (Signature)

Date Filed 4/16/13

Date Reported to Council or Board

Date Approved

License No.

pd \$50

4/18/13 OK KTN

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10-

Application Date: 4-11-13

Town Village City of Merrill County of Lincoln

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning June 1 and ending Aug 11 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name Merrill Baseball

(b) Address 1808 Arthur St. (Street) Town Village City

(c) Date organized

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Kevin Golisch

Vice President Ed Cordova

Secretary Mike Huff

Treasurer Fred Gruetzmacher

(g) Name and address of manager or person in charge of affair: 1808 Arthur St.

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Athletic Park

(b) Lot Block

(c) Do premises occupy all or part of building?

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. NAME OF EVENT

(a) List name of the event Baseball games

(b) Dates of event Wed June 5

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Kevin Golisch (Signature/date)

Merrill Baseball (Name of Organization)
Officer Mike Huff (Signature/date)

Officer (Signature/date)

Officer (Signature/date)

Date Filed with Clerk 4/16/13

Date Reported to Council or Board

Date Granted by Council

License No.

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 6/1 20 13  
**1305136** ending 7/30 ~~6/30~~ 20 13

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

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

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Club  
Modern, Inc.

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>STEPHEN J. BLAKE</u>	<u>N 1579 BLUEBIRD LN</u>	<u>MERRILL WI 53552</u>
Vice President/Member	<u>LINDA L. BLAKE</u>	<u>N 1579 BLUEBIRD LN</u>	<u>MERRILL WI 53552</u>
Secretary/Member	<u>LINDA L. BLAKE</u>	<u>N 1579 BLUEBIRD LN</u>	<u>MERRILL WI 53552</u>
Treasurer/Member	<u>STEPHEN J. BLAKE</u>	<u>N 1579 BLUEBIRD LN</u>	<u>MERRILL WI 53552</u>
Agent	<u>STEPHEN J. BLAKE</u>	<u>N 1579 BLUEBIRD LN</u>	<u>MERRILL WI 53552</u>
Directors/Managers			

3. Trade Name Club Modern Business Phone Number 715 536 5672  
 4. Address of Premises 1005 SU COURTEL Post Office & Zip Code MERRILL WI 53552

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 1985 of registration.  
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No  
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1 story frame building, supper club & office

10. Legal description (omit if street address is given above): where liquor is stored.  
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
 (b) If yes, under what name was license issued? Jillians Supper Club - Paul Kramer  
 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No  
 13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]  Yes  No  
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

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

### SUBSCRIBED AND SWORN TO BEFORE ME

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Stephen J. Blake  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
 \_\_\_\_\_  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires \_\_\_\_\_

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

### TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/18/13</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted <u>4/18/13</u>	Date license issued	License number issued	

**Johnson, David**

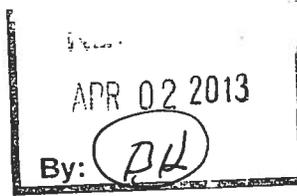
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**From:** steve sabatke <stevesabatke@hotmail.com>  
**sent:** Monday, April 01, 2013 8:44 PM  
**to:** Johnson, David  
**Subject:** (Ref: Cenotaph Memorial) Street Closing Request

David, Please forward.

To: Health & Safety Committee

Merrill, WI 54452



We are requesting temporary street closure of Prospect Street from West Main Street to Grand Ave (one city block) from 3 PM to 6 PM this Memorial Day May 27, 2013.

A formal Ceremony will be held to dedicate the new World War One Memorial from 4 to 4:30 PM. Room will be needed for local veterans groups to form up on Prospect Street in front of the Cenotaph.

The ceremony will include reading the names of the men on the plaques who died in World War One. I am requesting a local church ring their bell 49 times to honor each man. A Horse drawn caisson will make an entrance during the event. VFW firing squad will give a salute and taps will be played.

Ballyhoos plans to serve some sandwiches on the sidewalk and we will be selling water and soda in front of Millers. Poppy sales will be conducted by the Merrill VFW. This additional program should be a great family activity to enjoy this Memorial Day.

Thank You for your consideration,

Steve Sabatke

Member VFW Post 10203 & Project Organizer

W4428 Key Largo Drive

Merrill, WI 54452

H: 715-536-0821

C: 715-722-5301

1305138

(6)

Ballyhoos would like to request a extension of premises on Memorial Day 2013 (5/27/13)  
From noon to 6 or as long as Prospect Street will be closed for the  
dedication services.

We would like to fence an area the width of our property extending out to  
curb on east side of Prospect

We will be working with the VFW groups we will be donating a portion of  
proceeds to both groups.

We plan to serve food & provide drinks  
We will fence the area. And wristband anyone drinking after their id's have  
been verified.



Cheryl Hanson

RECEIVED  
By \_\_\_\_\_  
MAY 10 2013

## REQUEST TO INCLUDE ITEM ON AGENDA

Board or Committee: Personnel & Finance Committee

Date of Meeting: April 23<sup>rd</sup>, 2013

Request by: Finance Director Kathy Unertl

Describe below the item(s) you wish to have put on the agenda:  
(please attach any pertinent information)

**Consider auditing services contract renewal with Schenck, SC for audit years 2013 through 2017**

The audit year 2008 through 2012 contract with Schenck, SC expires with the 2012 audit presentation. For 2012, the not to exceed total amount was \$32,750.

This proposed contract extension continues the fiscal auditing relationship between Schenck, SC and the City of Merrill for another five audit years.

**Fiscal Note:**

Maximum increase for 2013 audit year is \$400 with potential \$600 annual increases thereafter. Actual expenses are based upon annual auditing service requirements and time/expenses.

Requested: Kathy Unertl, Finance Director

Date: 4/15/2013

**Seubert, Kathy**

---

**From:** Unertl, Kathy  
**Sent:** Monday, April 15, 2013 2:53 PM  
**To:** Seubert, Kathy  
**Subject:** FW: P&F Agenda Item - 4/23rd Meeting - Schenck Auditing  
**Attachments:** P&F-Schenck 2013-04-23.doc; Schenck Auditing - 2013-2017.pdf

**Importance:** High

The 2012 audit will be presented at COW/Council meetings on Tuesday, May 14<sup>th</sup>. Still waiting for draft copy to review.

However, the contract renewal for 2013 – 2017 is ready for P&F consideration.

Kathy U.

---

**From:** Unertl, Kathy  
**Sent:** Monday, April 15, 2013 2:45 PM  
**To:** Heideman, Bill  
**Cc:** Johnson, David; Hayden, Tom  
**Subject:** P&F Agenda Item - 4/23rd Meeting  
**Importance:** High

Bill – Agenda item request for the Tuesday, April 23<sup>rd</sup>, 2013 Personnel & Finance Committee meeting – renewal of auditing services contract with Schenck, SC for another five years. Attached is agenda request form and background information.

Dave-Tom – Strongly recommend continuation of auditing services with Schenck. Greg Pitel and Dave Maccoux (and others) have been doing awesome job!

Kathy Unertl, Finance Director  
City of Merrill  
1004 E 1<sup>st</sup> St  
Merrill WI 54452  
(715) 536-5594  
[Kathy.Unertl@ci.merrill.wi.us](mailto:Kathy.Unertl@ci.merrill.wi.us)



**Schenck**

CPAs AND SO MUCH MORE.

April 15, 2013

Mrs. Kathy Unertl, Finance Director  
City of Merrill  
City Hall  
1004 East First St.  
Merrill, WI 54452

Dear Kathy,

In accordance with our discussions, set forth below are proposed fees for an extension of our auditing services contract. This extension will extend to City of Merrill and Schenck SC the same conditions and requirements included in our original proposal for audit services.

Audit Year 2013	Audit Year 2014	Audit Year 2015	Audit Year 2016	Audit Year 2017
--------------------	--------------------	--------------------	--------------------	--------------------

Annual Services to be Provided:

**Full-scope audit of all individual funds of the City; including additional compliance auditing required by the federal and state governments and additional auditing procedures required by GASB 34. See separate fees for water and sewer utilities below.**

\$ 16,600 \$ 16,900 \$ 17,200 \$ 17,500 \$ 17,800

Compiling **Form C** required annually by the Wisconsin Department of Revenue.

1,250 1,275 1,300 1,325 1,350

Full-scope audit of the City's **water and sewer utility** funds.

9,000 9,150 9,300 9,450 9,600

Compiling the Wisconsin **Public Service Commission Report** Required annually for the City's Water Utility.

1,200 1,225 1,250 1,275 1,300

Subtotal

28,050 28,550 29,050 29,550 30,050

Additional Services, if Required:

Special audit of a City **TIF District** (if required by Wisconsin Law or if requested by the City of Merrill).

2,900 2,950 3,000 3,050 3,100

Federal and State Single Audit (if required).

2,200 2,250 2,300 2,350 2,400

Subtotal

5,100 5,200 5,300 5,400 5,500

**Total All Services - Not to Exceed**

**\$ 33,150 \$ 33,750 \$ 34,350 \$ 34,950 \$ 35,550**



Mrs. Kathy Unertl, Finance Director  
City of Merrill  
April 15, 2013  
Page 2

The above fees are all-inclusive in that they include all costs, including travel related expenses and meeting with various City committees and its council. Should unforeseen circumstances come to our attention during the course of the audit which would require supplemental procedures which are in addition to those quoted above, we will consult with you before agreeing to incur additional costs on behalf of the City.

If our proposal is accepted, Schenck SC would submit annual engagement letters to the City to detail the scope of the audit and to outline the responsibilities of each party.

We sincerely appreciate the opportunity to continue our relationship with the City of Merrill. We currently provide auditing services to over 300 Wisconsin municipalities. Because of our experience and extensive background with municipal government, we believe the auditing services we deliver to our municipal clients provide benefits that exceed those provided by other CPA firms.

If you have any questions or desire any additional information, please do not hesitate to contact us.

Sincerely,



Schenck S.C.

The above proposed fees are accepted to extend the auditing services contract to the 2013, 2014, 2015, 2016 and 2017 audits, with the City of Merrill.

**City of Merrill, Wisconsin**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

ADDRESS \_\_\_\_\_

APPLICATION NO. \_\_\_\_\_

TAX NO. \_\_\_\_\_

FEE \_\_\_\_\_

# 1305161 BUILDING PERMIT APPLICATION - CITY OF MERRILL

The hereby undersigned applies for a permit and is aware of and agrees to comply with all ordinances of the City of Merrill. Failure to comply with ordinances or call for required inspections will result in issuance of citations.

Inspections or Questions call 536-4880

OWNER Merrill Area Public Schools SIGNATURE [Signature]  
 ADDRESS 1914 W. Jackson Street DATE 5-1-13  
Merrill, WI 54452 CONTRACTOR TBD  
 PHONE NO. 715-536-5432 LICENSE NO. \_\_\_\_\_

Is your property in a Historic District or a Historic Site? No

Description of proposed work build a <sup>30</sup> x <sup>35</sup> shelter east of Jefferson Elementary building

Submit blueprints, plans, elevations, specifications, etc. with this application.

Total square feet of building or addition <sup>1050</sup> 672 sq. ft Estimated construction cost \$5,000

BUILDER Volunteer time - PTD & Merrill Bible Church youth LICENSE NO. \_\_\_\_\_  
 DWELLING CONTRACTOR QUALIFER NO. \_\_\_\_\_  
 ELECTRICIAN N/A LICENSE NO. \_\_\_\_\_  
 HVAC N/A LICENSE NO. \_\_\_\_\_  
 PLUMBER N/A LICENSE NO. \_\_\_\_\_

**Do Site Plan Drawing (Reverse Side) if Placing New Buildings/Structures on Lot, and Show and List All Property Easements on the Site Plan.**

**Do not write below. Follow instructions/conditions listed below when permit is issued.**

### Zoning

Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_ Subdivision \_\_\_\_\_

Zoning District \_\_\_\_\_ Floodplain Y \_\_\_ N \_\_\_ Fire Zone Y \_\_\_ N \_\_\_

Zoning Permit Approved \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Conditions of Approval \_\_\_\_\_

### Building Inspection

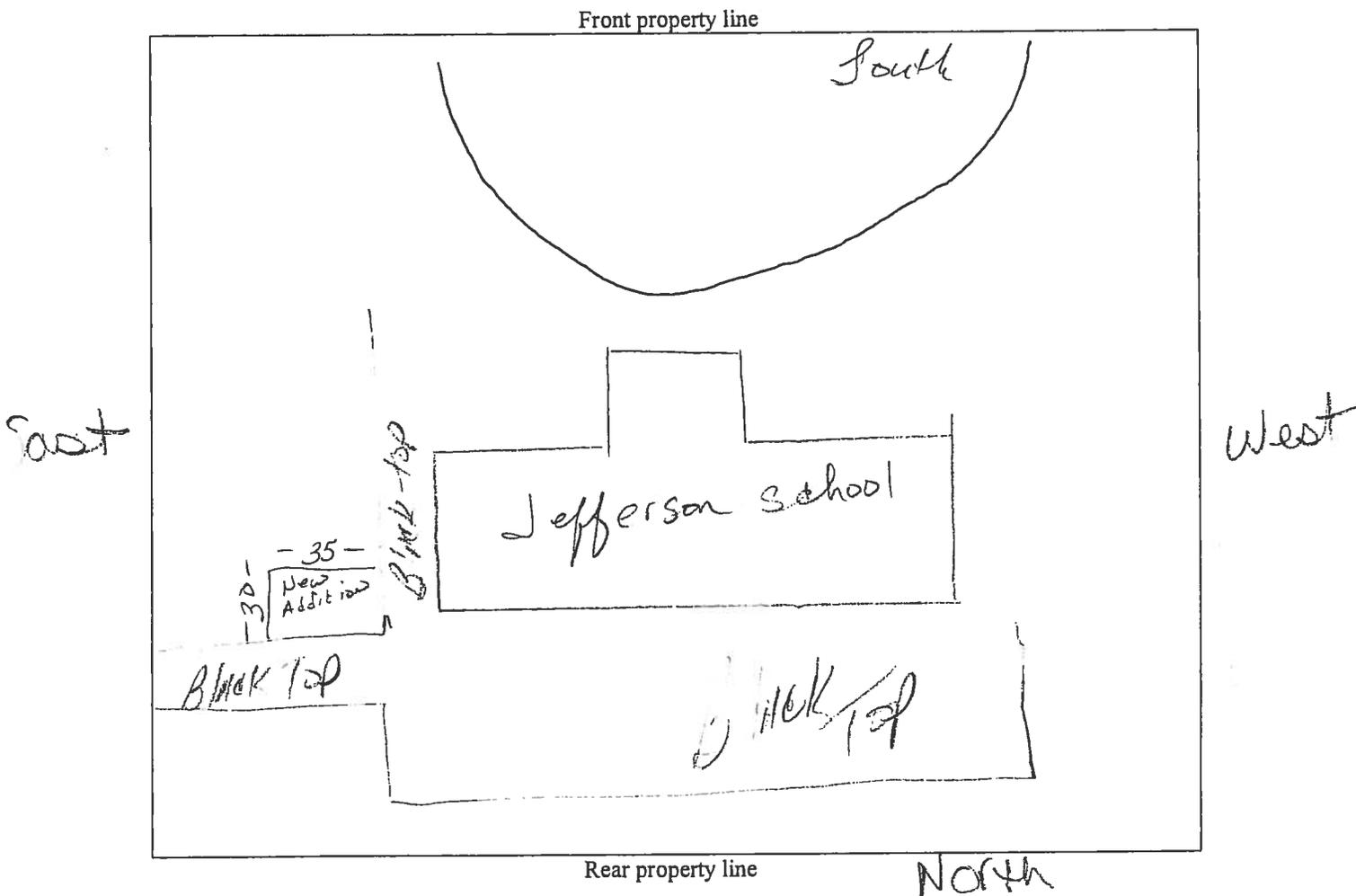
Building Permit Approved \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Conditions of Approval \_\_\_\_\_

**Site Plan Instructions:**

Use the line drawing below for the Site Plan Drawing. Treat the four outside lines of the drawing as the property lines of your lot. Draw an overhead view of each current structure on the property and of the new structure you want to build. Identify them on the drawing as (house, garage, shed, deck, **new garage**, **new shed** etc.) Show the dimensions (example 24' x 30') of each structure, enter its distance (example ← 21' 8" →) from property lines, and enter the distance (example ← 10' →) between structures. Be clear and precise in entering all distance measurements for the new structure.

**(You MUST stake the building site & call 536-4880 for approval prior to starting to build.)**



Property site address \_\_\_\_\_  
 Lot width \_\_\_\_\_ Lot depth \_\_\_\_\_

Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_ Subdivision \_\_\_\_\_



**Closed Session – Potential Sale of 811-813 East 1<sup>st</sup> Street:**

City Attorney Tom Hayden read the following: The RDA may convene in closed session per Wis. Stats. Sec. 19.85(1)(e) - deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to consider potential TIF development incentives including in TID No. 6 (Downtown) to review and discuss Request for Proposal (RFP) responses for the sale of 811-813 East 1<sup>st</sup> Street.

**Motion (Schwartzman/Hayes) to move to closed session.** Motion carried on 7-0 roll call vote at 8:20 a.m.

There was discussion of the two RFP responses which included: 1) \$25,000 offer from DSwan, LLC (dba: First Street Coffee Station) subject to bank loan and potential TIF funds and any grants; and 2) \$35,000 from Brian & Nicole Hoffman with a \$2,000 credit for Buyer's Brokerage Compensation and subject to property appraisal.

Both RFP responses acknowledged the HVAC, electrical, and roof issues with the building. RDA Commissioners discussed potential costs for additional rehabilitation work. The Hoffman's propose using the building for antique business with second floor for storage. The Swan's propose expansion of their business and lease of additional storefront, as well as second floor residential.

Unertl distributed cost comparison between 811-813 East 1<sup>st</sup> Street of about \$59,000 for delinquent tax acquisition, interior trash removal/disposal, and exterior façade restoration vs. almost \$37,000 for delinquent tax acquisition and demolition of 318 Grand Avenue. The City received a \$20,000 WHEDA blight elimination grant for 318 Grand Avenue to reduce the cost to about \$17,000 with unresolved common wall damages to adjacent building. Given the costs, the City/RDA need to be strategic in which buildings trying to rehabilitate. Enforcement of City ordinances is also critical to avoid the deteriorated building conditions that we have been handling.

Unertl noted that one option open to the RDA was to continue to own the building, make additional improvements, and lease the space out. City Administrator Dave Johnson reported that he spent hours to repair/improve roof drainage this spring. Building Inspector Darin Pagel observed that there would likely be more costs the longer the City/RDA held the building.

**Motion (Schwartzman/Sturm) to reconvene in Open Session at 8:40 a.m.** Carried.

**Reconvened in Open Session – Sale of 811-813 East 1<sup>st</sup> Street:**

**Motion (Sturm/Hayes) to accept the offer to purchase of 811-813 E. 1<sup>st</sup> St. from Brian & Nicole Hoffman for \$35,000 which includes \$2,000 credit for Buyer's Brokerage Compensation and is subject to property appraisal.**  
Carried.

**City of Merrill - 811-813 E. 1st St. Expenses (TID No. 6)**

			2010	2012	2013	Paid to City
2010	Hi Lo Service Co.	Pedestrian safety - west parafit removal	\$1,195			
2012	Lincoln County	Delinquent Real Estate Property Taxes**		\$9,635		
2012	Returned to City	Delinquent Special Charges		\$1,846		\$1,846
2012	Quality Title	Title research and policy		\$180		
2012	Finnegan Construction	Garbage removal/dumpsters/landfill		\$2,310		
2012	Merrill Street Depart.	Snow removal not yet Special Charges*		\$445		\$445
2012	Merrill Utility Depart.	Delinquent utilities not yet Special Charges		\$289		\$289
2012	Kye Studio	Potential façade design & interior review		\$2,475		
2012	Hi Lo & Finnegan	Façade restoration/porch demo		\$38,225		
2012	North Star	Hazardous & restricted waste inspection		\$1,187		
2013	Merrill Utility Depart.	Utility Services			\$57	\$57
2013	Wis Public Service	Electric Service			\$37	
2013	Kye Studio	Contractor coordination/inspection services			\$1,200	
2013	Hi Lo & Finnegan	Front façade/window restoration			\$2,402	
Total by Year			\$1,195	\$56,592	\$3,696	<b>\$2,636</b>
						<b>Specials</b>

\*Snow removal 2012/2013 winter by City part-time employee.

<b>Total (Without City)</b>	<b>\$58,846</b>
-----------------------------	-----------------

**\*\*Previous Assessments:**

Land	\$21,400
Improvements	\$42,000
<b>Total Valuation</b>	<b>\$63,400</b>

1305186

Brion & Nicole Hoffman  
W2492 Pankow Lane  
Merrill, WI 54452  
715-921-0469

April 9, 2013

Mr. David Johnson - City Administrator  
City of Merrill  
1004 East First Street  
Merrill, WI 54452

Dear David:

Please accept my letter of proposal for the "811-813 First Street" property. My wife and I are interested in relocating our existing antique business to this property from its current location to further expand our business and offer the city of Merrill a chance to draw additional people to our community.

I would like to share with you a little of my history, I was born on June 12<sup>th</sup>, 1979 to Harvey and Sandy Hoffman. I am the youngest of their four children whom all still reside in Lincoln County. I went K-8 at Trinity Lutheran School in Merrill and I am a proud graduate of Merrill High School, Class of 1997. I started my work career as a younger lad working on a dairy farm and as a shop helper at Neil Callahans 107 Auto. In my later teens, I helped install carpet for Dave Schwartzman Carpet Installers of Merrill. My final job before I graduated high school was as a car wash attendant at Shammy Shine Carwash also in Merrill.

In high school I ended my high school career with a pretty decent grade point average and had aspirations of being a history teacher. At that time, I elected not to pursue college and I became an operations manager at BP Carwash and was in charge of about 10 employees along with making their schedule and doing the nightly deposits. In March of 1998, I was hired by the retail giant Wal-Mart as an overnight stocking associate while still doing my duties as Manager at BP Carwash. I worked two full time jobs for about a year until the carwash was sold. I have been employed with Wal-Mart since 1998 doing stocking, unloading, and finally management duties that consist of helping run the store along with whatever comes up with all of the their 150 employees. I have been on the overnight shift for all of the 15 years which makes it difficult sometimes to do everyday activities that others take for granted but with things being how they are I am just glad to have a decent job somewhere pretty solid.

I married my wife, Nicole, in 2002 and have three boys, Preston (9), Dawson (6), and Harrison (4). This June, my wife and I will have been married for 11 years. She was born and raised in Gleason graduating from Merrill High School in 1996. She also is employed at Wal-Mart as a pharmacy tech and has worked there for 14 years this October.

I have been involved in antiques since I was eleven years old. While walking in the woods by my parent's house, I stumbled across a Plautz Creamery milk bottle and as they say, the rest is history. I began to collect anything and everything related to Merrill especially items with historic relevance. I wasn't your typical kid in the some ways because I chose to do things that most kids could care less about. I found several dump sites and dug up old relics and artifacts and took them home to display when most kids would have smashed them. Here now 23 years later, I now have over 125 milk bottles from Merrill. In my collections I also have over 350 different postcards from or relating to Merrill. One thing I have collected over the years that is kind of strange to most people is my collection of Merrill Woolen Mills items including wool jackets, blankets, sweaters, suits and socks, which I have over 150 pieces of. I think the thing that I take the most appreciation in is my collection of Leidiger Brewing Company items including bottles, signs, openers, trays, advertising, and glasses that all pertain to the historic Merrill Brewery. Unfortunately they are also probably the most expensive to acquire.

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My passion for antiques and History continued in high school where I took every class I could that had something to do with history. I even went as far as taking Women in American History in which I was the only boy out of 28 classmates. That didn't seem to matter though because I finished with the highest grade in the class.

In 2005 with the help of my father, Harvey "Hobber" Hoffman and several other family, and friends we started and opened up a modest antique shop about 9 miles north of Merrill just off of Hwy 17. We had signs created by Custom Murals of Tomahawk for my building and roadside to help people find my business.

Things were going well but struggled to get some sort of signage out on the highway so people could find where we were. I was in contact with the county and state numerous times over the next three years to try to work something out in regards to signage. I received permission from my neighbors to put a sign on their land because the county said that would be ok. Then the state of Wisconsin stepped in and said that would not be ok as I did not qualify as a business that was eligible for a tourism arrow. As a last straw, they said I could put a sign on my own property if the proper permits were acquired and the right of way setbacks were followed. I was then contacted by the D.O.T and they told me the right of way setbacks were 300 feet which is about where my building was so no one would see them anyway. Without the exposure and a convenient spot to carry on business, my wife and I decided after five years to give up on the business for awhile even though the business was still pretty profitable considering the situation. This drove my wife and I to further pursue an alternate location to relocate our established business.

With the help of Jess Dengel from First Weber Realty, for the past year and a half, my wife and I have searched for a building in Merrill, Antigo or Tomahawk. We have seen 20+ buildings and really none of them met the requirements of my wife and I to run a business in. Now that we have seen the property at 811-813 First Street, it probably suits us best for what we want to do. By far it is not a perfect building but given the opportunity and with a little TLC, I think the city of Merrill, the building, and my wife and I can have that perfect union to make everyone happy and successful.

My business philosophy is pretty simple! You will get out of something as much as you put into it! I think I have a realistic business plan and it is as follows:

- \*Everyone likes to make money but for the first couple of years until we get established again, we would be with happy with breaking even.
- \*Build a rapport with the community as well as the people who will be our potential customers.
- \*Make sure that people know things are only worth what you can get someone to pay for them no matter what books or other sources tell you.

Our plans for the business are as follows:

We would like to sell antiques on consignment as well as to offer booths for rent if some people are not comfortable with consignment. Consignment enables the customer to price their items at what they want to get for them not what a particular antique dealer will give them for it! We would also dabble in refinishing of furniture, as well as architectural salvage. I would like to sell fishing and hunting licenses along with the original "Stormy Kromer" caps because with the Caylor's Corner closing you cannot get them around here and many are a fan of the kromer cap! Eventually I may offer a craft corner for those who like to craft, offering a diverse line of products enables you to do well in other areas when maybe one particular item isn't doing so well – never put all your apples in the same bucket. Merrill has some tourism now and our business would make it even better!

Do I have concerns about the building; I would be lying if I said I didn't. The boiler scares me in the fact that it hasn't run in a couple of years. I am not that worried about the wiring because I know people who can fix that if need be. The apartments would be used for storage for now as we

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are not interested in becoming a land lord anytime soon. I think we would replace the windows in the building eventually except for the ones in the storefront currently. Being in such a prime spot in downtown Merrill, I would use its location in the community's favor as well as mine. If anyone is familiar with the Tomahawk at all, they have several buildings with gorgeous murals on them that contain artwork pertaining to the city's history. I would do that to the building with a local artist with the cities permission of course.

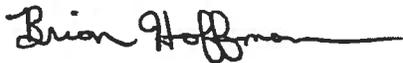
Owning a business is certainly a risk but it is one we are willing to make! Guaranteeing success would be foolish and is only done by foolish people who have lost touch with reality and my wife and I are not those people. Giving us the opportunity on this building would be great to everyone in my family. We are not like Craig Schultz or Jerry Kleinhans even though they have given our younger generation a bad reputation. My great grandparents owned Kellners Variety Store on the west side of Merrill eventually being taken over by my grandparents Herman and Marcy Hull, of which my grandma still lives and flourishes in her own home at the ripe old age of 97. She will not be around forever and I would like to have her see my wife and I realize our dream of owning an antique business downtown. Our company's name is Generations Antique Company because antiques should be and are for every generation to experience and enjoy. My wife and I many not give you the highest offer on the property, but this I can tell you, we both are filled with the passion and ideas to make those ideas come to life and hopefully become a successful and prosperous business for many years to come!

Please accept our offer of \$35,000 for the 811-813 First Street property which is already a large amount to pay off with a five year business loan period. The less we get the building for the more we could stick back into it to make it a better place for everyone! Our finances will be coming from the Chase Bank branch in Antigo. We apologize if the offer is low but there is so much that needs to be done yet that anything more would be out of our comfort zone. I do commend the city and its hired hands on the tuck pointing and other work they did on the building mentioned in the proposal as well as other buildings around town.

Thanks again for your time and consideration.

Sincerely,

Brion Hoffman



Nicole Hoffman



**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON April 10th 2013 [DATE] IS (AGENT OF BUYER)

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

3 **GENERAL PROVISIONS** The Buyer, Brion S. Hoffman Nicole R. Hoffman

4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 811-813 E 1st St

5 \_\_\_\_\_ in the \_\_\_\_\_ city

6 of Merrill, County of Lincoln, Wisconsin

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

8  PURCHASE PRICE: Thirty - five thousand Dollars (\$ 35,000.00 )

9  EARNEST MONEY of \$ 0 accompanies this Offer and earnest money of \$ 500.00 will be

10 mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

11 \_\_\_\_\_

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

13  INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer

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

15 \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

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

19 \_\_\_\_\_

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

21 \_\_\_\_\_

22 \_\_\_\_\_

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

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

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

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

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

28 **acceptance provide adequate time for both binding acceptance and performance.**

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

30 4-19-2013. Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS OFFER ONLY IF

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

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

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

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

38 Seller's recipient for delivery (optional): David Johnson / City Administrator 1004 E 1st St Merrill

39 Buyer's recipient for delivery (optional): Jesse Dengel / First Weber Group 101 E 1st St Merrill

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

41 Seller: ( 715 ) 539-2668 Buyer: ( 715 ) 536-9403

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

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

44 line 47 or 48.

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

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

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

48 Delivery address for Buyer: \_\_\_\_\_

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

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

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

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

53 E-Mail address for Seller (optional): David.Johnson@cl.merrill.wi.us

54 E-Mail address for Buyer (optional): dengelj@firstweber.com

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

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

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

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

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

67 **CLOSING** This transaction is to be closed no later than 5-20-2013

68 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

80

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

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

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

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

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

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

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

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

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

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

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

116  PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: Antique retail store

117 \_\_\_\_\_

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

123  EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within 10 days of acceptance, at  
124 ~~Buyer's~~ (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and  
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly  
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

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

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase  
132 the cost of Buyer's proposed use, all within 10 days of acceptance of this Offer.

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

135  LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)  
136 expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;  other \_\_\_\_\_

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

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

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

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

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

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

- 159  Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with  
161 representations made prior to and in this Offer.
- 162  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear  
163 of all liens, other than liens to be released prior to or at closing.
- 164  Rent roll.
- 165  Other title commitment and policies

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

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

174  CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within 4 days of the earlier of  
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

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

**DEFINITIONS**

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

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

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

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

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

226 (Definitions Continued on page 6)

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

228  FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written commercial  
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 20 days of acceptance of this  
230 Offer. The financing selected shall be in an amount of not less than \$ 35000.00 for a term of not less than 10 years,  
231 amortized over not less than 10 years. Initial monthly payments of principal and interest shall not exceed \$ 360.00. Monthly  
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount  
234 not to exceed 0 % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall  
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to  
236 maintain the term and amortization stated above.

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

238  FIXED RATE FINANCING: The annual rate of interest shall not exceed \_\_\_\_\_ %.  
239  ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed 6 %. The initial interest rate shall be  
240 fixed for 24 months, at which time the interest rate may be increased not more than 1 % per year. The maximum  
241 interest rate during the mortgage term shall not exceed 10 %. Monthly payments of principal and interest may be adjusted to  
242 reflect interest changes

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

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

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

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

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

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

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

270  APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense  
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an  
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless  
273 Buyer, within 24 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not  
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

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

277 **ADDITIONAL PROVISIONS/CONTINGENCIES**  
278 \_\_\_\_\_  
279 \_\_\_\_\_  
280 \_\_\_\_\_  
281 \_\_\_\_\_  
282 \_\_\_\_\_  
283 \_\_\_\_\_  
284 \_\_\_\_\_  
285 \_\_\_\_\_  
286 \_\_\_\_\_

287 **DEFINITIONS CONTINUED FROM PAGE 4**

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

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

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

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

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

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

318 **EARNEST MONEY**

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

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

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

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

340 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brion S. Hoffman

Nicole R. Hoffman

Property Address: 811-813 E 1st St Merrill Page 9 of 9, WB-15

450  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon  
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon  
452 a qualified independent inspector or qualified independent third party performing an inspection of HVAC and Electrical  
453 \_\_\_\_\_ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which  
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections  
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.  
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.  
457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**  
458 **inspection(s).**

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

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

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

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

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

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

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

480 This Offer was drafted by [Licensee and Firm] Jesse Dengel /First Weber Group  
481 \_\_\_\_\_ on 4-10-2013

482 Buyer Entity Name (if any): \_\_\_\_\_

483 (X) Brion S. Hoffman 4/10/13  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Brion S. Hoffman Date ▲

485 (X) Nicole R. Hoffman 4-10-13  
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Nicole R. Hoffman Date ▲

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

488 First Weber Group Broker (By) \_\_\_\_\_

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

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

493 (X) \_\_\_\_\_  
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

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

497 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
498 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

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



**ADDENDUM "A"**  
Miscellaneous Contingencies

firstweber.com

Offer to Purchase Dated: 4-10-2013  
 Property Address: 811 / 813 E 1st St Merrill WI 54452  
 Buyer: Brion S. Hoffman Nicole R. Hoffman

The provisions of this addendum are part of this Offer if checked or marked  in the box before each item intended to be included. Items are not part of this Offer if marked N/A or left blank. If items in this addendum marked as included with this Offer conflict with the optional terms in the main body of the Offer to Purchase, the terms of this addendum shall prevail. Buyer and Seller acknowledge that the broker and agents involved in preparing these addendum terms are not dictating how the Offer to Purchase is or must be completed. The provisions in this addendum are preprinted for convenience only. Buyer and Seller are aware this addendum includes provisions which may not be applicable in all transactions. All terms herein may be modified by the parties, and additional provisions may be added by the parties, to accomplish the intent of the parties. No representation is made by broker or agents involved in preparing these addendum terms as to the legality, appropriateness, sufficiency, or enforceability of any provision in a specific transaction. Buyer and Seller are advised to consult legal counsel.

**PRIORITY SECONDARY OFFER**

1.  This offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice from Seller to Buyer that this Offer is primary. Seller agrees to give Buyer said notice, and thereby make Buyer's Offer primary, if the prior accepted offer is terminated or cancelled for any reason, and Seller agrees to give Buyer said notice, prior to any other secondary offers or other potential buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_ days after acceptance of this Offer. All other Offer deadlines shall run from the time this Offer becomes primary, unless otherwise agreed.

**PRE-QUALIFICATION OR PRE-APPROVAL LETTER**

2.  Buyer shall deliver to Seller, within 3 days of acceptance of this Offer:  
 Pre-qualification Letter       Pre-Approval Letter  
 Indicating in the opinion of a lender that Buyer is eligible for financing of the type and amount required, subject to verifications and/or conditions stated in the letter. **Note: This is not a loan commitment.** If Buyer does not make timely delivery of the letter, Seller may terminate this Offer by delivering a written notice of termination to Buyer, provided Seller's termination notice is delivered within three (3) days after the date the letter was due, and provided Seller's termination notice is delivered before Buyer delivers the letter to Seller, otherwise this contingency shall be deemed satisfied.

**FINANCING CONTINGENCY SATISFACTION**

3.  If this Offer contains a contingency for financing, Buyer and Seller agree that the requirement for delivery of Buyer's written direction for delivery of the loan commitment to Seller shall be satisfied, without separate documentation, provided Buyer signs the loan commitment itself.

**GOVERNMENTAL MORTGAGE PROGRAMS**

4.  If the financing contingency specifies FHA, or Federal or State VA loan, or USDA Rural Development, as the source of the loan, this Offer is also contingent upon completion of an appraisal by Buyer's lender, within the time frame provided for the financing contingency, that satisfies the respective agency's appraisal requirements and indicates a current market value for the property equal to or greater than the purchase price. **NOTE:** Lender may require its own inspection(s) as a condition of the loan, and Seller agrees to allow access to the Property for any such inspection(s) made as a condition of the loan. Seller agrees to complete any additional documentation and/or amendments as may be required for the transaction by the governmental program (for example, the Amendatory Clause required under FHA financing), provided said documentation or amendments are consistent with this provision, and are at no additional cost to the Seller. Seller agrees that if the appraisal does not satisfy the requirements specified above, or any issues raised by inspection(s) are not satisfactorily resolved for lending purposes, and Buyer is denied financing, Buyer may terminate this Offer by delivering notice of unavailability of financing and a copy of said denial, under the same time period allowed under the financing contingency, or any extension thereof.

**BUYER'S BROKERAGE COMPENSATION**

5.  Seller agrees to credit Buyer \$2,000.00, or \_\_\_ % of the purchase price ~~plus \$295~~ at the time of closing to be used by Buyer for Buyer's brokerage fees. **NOTE:** If the property is listed and subject to an offer of compensation, Buyer hereby directs Buyer's broker to reject any offer of compensation offered by the listing broker to Buyer's broker, and to instead have Seller pay Buyer's brokerage fees directly in the amount or percentage as stated herein, at closing.

**SELLER TO CREDIT BUYER  
(Closing Costs, Etc.)**

6.  Seller agrees to credit Buyer \$\_\_\_\_\_ at the time of closing to be used by Buyer for \_\_\_\_\_  
 (for any closing costs, prepaids, or other buyer's costs in the transaction, if not otherwise stated).

**PURCHASE BY REAL ESTATE LICENSEE**

7.  It is understood that the Buyer is a real estate agent with First Weber Group, and has a valid real estate license in the State of Wisconsin. Buyer is purchasing this property for (homestead)(investment) [~~STRIKE ONE~~] and may realize a profit from the subsequent resale.

As an incentive for Buyer to purchase the Property, Seller agrees to pay \_\_\_ % of the purchase price to First Weber Group at closing, on behalf of Buyer. Seller acknowledges and agrees that any compensation derived from this transaction by Buyer through First Weber Group shall be considered an incentive to purchase.

BSH      NRH

**SURVEY MAP/CERTIFIED SURVEY/BOUNDARY CORNERS**

8.   **SURVEY MAP:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ) [STRIKE ONE] ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, identify the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: \_\_\_\_\_ [Strike and complete as applicable].

If a specific type survey is intended, such as ALTA/ACSM Land Title Survey, specify accordingly. Additional map features may be added, including but are not limited to: how current the map must be; staking of all corners of the Property; identifying dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five (5) days of Buyer's receipt of the map, delivers to Seller a copy of the map and a written notice which identifies: 1) the significant encroachment; 2) information materially inconsistent with prior representations; or 3) failure to meet requirements stated within this contingency.

**CERTIFIED SURVEY:** (Buyer shall obtain)(Seller shall provide) [STRIKE ONE] ("Seller providing" if neither is stricken) a Certified Survey of the Property, approved by all applicable governmental authorities, in recordable form acceptable to the applicable County Register of Deeds, no later than \_\_\_\_\_ days after acceptance. Cost of survey shall be paid by (Buyer)(Seller) [STRIKE ONE]. ("Seller" if neither is stricken). This contingency shall be satisfied unless Buyer delivers a copy of the survey and a written notice to Seller, within five (5) days of the earlier of: 1) Buyer's receipt of the survey, or 2) the deadline for delivery of said survey, identifying material items inconsistent with previous representations, or material encroachments or boundary line disputes, in which case this Offer shall be null and void.

**BOUNDARY CORNERS:** (Buyer shall obtain)(Seller shall provide) [STRIKE ONE] at (Buyer's)(Seller's) [STRIKE ONE] expense ("Seller" if neither is stricken), a Wisconsin licensed surveyor to flag all exterior corners of Property prior to closing.

**ZONING AND LAND USE REGULATIONS**

9.  This Offer is contingent upon the Buyer researching and reviewing all relevant laws, regulations, ordinances, and other governmental land use restrictions affecting the property, including zoning regulations and building codes, and Buyer's determination that none of the above significantly increases Buyer's construction, maintenance, or landscaping costs, imposes costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict legal uses of the property intended by Buyer. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of acceptance, a notice terminating this Offer, stating specifically which laws, regulations or ordinances negatively affect Buyer's intended use of the Property, according to the criteria stated herein. For purposes of this contingency, Buyer's right of termination shall be limited to those restrictions of which Buyer did not have actual notice, or written notice, at the time of submitting the Offer.

**SUBDIVISIONS/DEED RESTRICTIONS**

10.  Seller shall deliver to Buyer deed and subdivision restrictions and any owners' association rules and/or restrictions that have been recorded with the Register of Deeds, within \_\_\_\_\_ days of acceptance of this Offer. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within five (5) days of receipt of said documents, a notice terminating this Offer, identifying which restrictions or rules would significantly increase Buyer's construction, maintenance, or landscaping costs, would impose costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict legal uses of the property intended by Buyer. For purposes of this contingency, Buyer's right of termination of the Offer shall be limited to those restrictions of which Buyer did not have actual notice, or written notice, at the time of submitting the Offer. (Note: The brokers and agents involved may assist in obtaining documents called for in this contingency, but make no representation as to the completeness or applicability of said documents. Buyer and Seller are solely responsible for determining that the documents delivered in connection with this contingency are complete.)

**JOINT DRIVEWAY AND/OR JOINT WELL**

11.  This Offer is contingent upon the Seller delivering to Buyer a copy of any applicable joint driveway agreement(s) and/or joint well agreement(s) within \_\_\_\_\_ days of acceptance. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within five (5) days of receipt of said agreement(s), a notice terminating this Offer, identifying those terms of the agreement(s) which will significantly and adversely affect Buyer's intended use of the property, or which are unacceptable to Buyer's lender.

**ABANDONED WELLS**

12.  If there is an abandoned well on the property, Seller shall, prior to the closing of this transaction, close the well and provide Buyer with documentation confirming closure in compliance with applicable codes, or provide Buyer with documentation evidencing that the well has been previously closed in compliance with the applicable codes in effect at the time of closure.

**WELL WATER**

13.  This Offer is contingent upon (Buyer obtaining)(Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) no later than \_\_\_\_\_ days after acceptance, a current report from a state-approved or other qualified lab which indicates that the well(s) are supplying water which is bacteriologically safe (of the Coliform group) for all human consumption and that the concentrations of: \_\_\_\_\_ (NOTE: If desired, insert other substances which may affect the safety of drinking water such as: nitrates, atrazine, arsenic, inorganic or organic substances, pesticides, herbicides, radon, radium, metals, etc.) in the well water are less than the maximum health-related level established by federal and state laws regulating public water systems. The party responsible for obtaining the report(s) shall be responsible for all costs. All water samples used for testing shall be taken by a licensed plumber or other independent, qualified person. This contingency shall be deemed satisfied unless Buyer, within five (5) days of receipt of said report, delivers a copy of the report and a notice terminating this Offer, stating why the report does not satisfy the standard set forth in this contingency.

**WELL SYSTEM**

14.  This Offer is contingent upon (Buyer obtaining)(Seller providing) [strike one] ("Seller providing" if neither is stricken) no later than \_\_\_\_\_ days after acceptance, a current report from a licensed well driller or a licensed pump installer, competent to inspect well systems, which indicates the well(s) and pressure system(s) conform to the code in effect at the time they were installed and are not disapproved for current use, and that they produce sufficient quantity of water to adequately serve the needs of the type of property or properties served by the well. The party responsible for obtaining the report(s) shall be responsible for all costs. This contingency shall be deemed satisfied unless Buyer, within five (5) days of receipt of said report, delivers to Seller a copy of the report and a notice terminating this Offer, stating why the report does not satisfy the standard set forth in this contingency.

**PRIVATE SANITARY SYSTEM (POWTS)**

15.  This Offer is contingent upon (Buyer obtaining)(Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) no later than \_\_\_\_\_ days after acceptance, a current written report(s) from a county code administrator, licensed master plumber, licensed master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a certified soil tester, which indicates the POWTS (private onsite wastewater treatment system) conforms to the code in effect when the POWTS was installed, is not disapproved for current use, is hydraulically functional and maintains vertical separation from limiting conditions such as groundwater and bedrock per current code. The party responsible for obtaining or providing the report(s) shall be responsible for all costs, other than pumping. If required by the inspector, the POWTS is to be pumped at time of inspection, in the presence of, or under supervision of, the inspector, at (Buyer's)(Seller's) [STRIKE ONE] expense (at expense of the party responsible for obtaining/providing the report(s), if a choice of party is not indicated here). This contingency shall be deemed satisfied unless Buyer, within five (5) days of receipt of said report(s), delivers to Seller, a copy of report(s) and a notice terminating this Offer, stating why the report(s) does/do not satisfy the standard in this contingency. NOTE: Different professionals may be needed to inspect different system components. **CAUTION: Buyer is aware that POWTS are regulated by state and county agencies. Additional inspection(s)/testing and ongoing maintenance programs may be required upon transfer of the Property. A failing inspection or test may mean a new system is required. Buyer is advised to consult county and local officials for additional POWTS requirements.**

**PUBLIC/MUNICIPAL WATER SYSTEM**

16.  This Offer is contingent upon Buyer researching and reviewing the water quality data available for the public/municipal water system serving the property, whether municipal, community, or non-community. If Buyer receives water quality data from the operator of the public water system serving the property (e.g., Consumer Confidence Report), or from any state or local governmental authority or agency, which indicates that the drinking water supplied to the premises does not meet the required federal and/or state regulations as to safety and maximum health-related levels of contaminants, Buyer may terminate this Offer by delivering a notice of termination to Seller, within \_\_\_\_\_ days of acceptance, along with a copy of the data and/or reports relied upon by Buyer, otherwise this contingency shall be deemed satisfied.

**UNDERGROUND STORAGE TANKS**

17.  If there is an underground storage tank on the property and if its existence is known by Seller, Seller shall, prior to closing, comply with all federal, state and local regulations regarding the tank, including state tank registration and abandoned tank closure requirements. This Offer is contingent on Seller confirming to Buyer, in writing, at least five (5) days prior to closing, that any in-use underground storage tank is registered and meets applicable current state operating standards; and that any abandoned underground storage tank was properly cleaned and closed in conformance with applicable state standards and that Seller has no knowledge of any contamination detected upon closure. Seller shall give Buyer copies of any documents confirming Seller's representations regarding any tanks. It is Buyer's sole responsibility to comply with state tank registration requirements and re-register any tanks remaining in use upon the property after closing in Buyer's name.

**ABOVE GROUND STORAGE TANKS/BASEMENT FUEL TANKS**

18.  If there is an abandoned above ground storage tank (AST) or an abandoned basement fuel tank on the property, Seller shall, prior to closing, comply with all applicable state regulations regarding such tank(s). This Offer is contingent upon Seller confirming to Buyer, in writing, at least five (5) days prior to closing, that any abandoned AST or abandoned basement fuel tank has been emptied and cleaned in conformance with applicable state standards and that all required notices and registrations have been completed. Seller shall give Buyer copies of any documents confirming compliance with the applicable regulations.

**LEAD BASED PAINT**

19.  If applicable, an Addendum S - Lead Based Paint Disclosure and Acknowledgment shall be a part of this Offer. (Required for residential improvements constructed prior to 1978.) NOTE: If not attached, and if required by Federal or State law, Seller agrees to include a completed Addendum S in the Offer. – Buyer acknowledges receipt of EPA booklet on lead hazards, or that Buyer has reviewed the EPA booklet from the EPA website <http://www.epa.gov/lead/pubs/leadprot.htm>.

**RADON TEST**

20.  This Offer is contingent upon (Buyer obtaining)(Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) a current written report, within \_\_\_\_\_ days of acceptance, documenting the results of a radon gas test on the Property, conducted by a professional testing service or contractor qualified to perform radon testing. (The parties agree testing must be conducted consistently with Environmental Protection Agency (EPA) guidelines). Seller (shall)(shall not) [STRIKE ONE] have the right to remediate. (Seller shall have a right to remediate if no choice is indicated.) – If the test results indicate a radon gas level at or above 4.0 pCi/L (pico curies per liter of air, per EPA standards), Buyer may deliver to Seller a notice objecting to the level of radon, along with a copy of the test results. This Offer shall be considered terminated, effective upon delivery of said notice and test results, unless Seller has the right to remediate. – If Seller has the right to remediate, Seller may satisfy this contingency by: (1) delivering to Buyer, within ten (10) days of receipt of the test results, a written notice of Seller's election to remediate, and (2) hiring a professional or contractor qualified to perform radon remediation to install in a good and workmanlike manner an appropriate remediation system to lower the radon gas level on the property to below 4.0 pCi/L, and (3) providing a re-test report to Buyer after installation of remediation system, confirming a radon gas level in the test which is below 4.0 pCi/L, no later than three (3) days prior to closing. (Note: Any re-test shall be performed by, or under the supervision of, a professional testing service or contractor qualified to perform radon testing.) This Offer shall also be terminated if Buyer submits the test results and a notice objecting to the radon levels identified in the test results and Seller has the option to remediate, but the Seller either elects not to remediate, or fails to elect to remediate.

**VARIOUS TESTS**

21.  This Offer is contingent upon (Buyer obtaining)(Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) a current written report documenting the results of the following tests: \_\_\_\_\_ within \_\_\_\_\_ days of acceptance, at (Buyer's)(Seller's) [STRIKE ONE] expense (Buyer's expense if neither is stricken). This testing contingency shall be deemed satisfied unless Buyer, within five (5) days of Buyer's receipt of the test report(s), delivers to Seller a copy of the test report(s) and a written notice identifying the defect(s) to which Buyer objects. For the purposes of this contingency, "defect" is defined as that term is defined in the base Offer to Purchase (WB State form). Seller (shall)(shall not) [STRIKE ONE] have the right to cure. (Seller shall have a right to cure if no choice is indicated.) If Seller has the right to cure, the procedure for electing whether to cure and/or curing any "defect" shall be the same stated in the base Offer to Purchase.

**INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS**

22.  Broker has recommended to Buyer that the Property be thoroughly inspected and tested, covering all components and conditions material to Buyer. Broker, agents, or broker's Concierge service may furnish names of inspectors/testers, appraisers, or other third party professionals, but Buyer acknowledges that no representation has been made as to the competency of the inspectors/testers, appraisers, or third party professionals. The party designated as responsible for obtaining an inspector/tester, or other professional, is solely responsible for confirming adequacy of qualifications. If Buyer does not include an inspection and/or testing contingency, Buyer is considered to have waived inspection and/or testing in writing. Buyer and Seller agree the real estate brokers are not responsible for the negligent actions of inspectors, testers, or other third party professionals.

**ATTORNEY'S APPROVAL**

23.  This Offer is contingent upon review and approval of this Offer by Buyer's attorney within \_\_\_\_\_ days of acceptance. Approval shall be based upon the following standards: (1) the sufficiency of the accepted offer as to definiteness, certainty and enforceability; and (2) the suitability and sufficiency of the conditions of the Offer for the protection of the Buyer in relation to the Buyer's particular financial and personal circumstances as revealed by the Buyer to the reviewing attorney. This contingency shall be deemed satisfied unless Buyer delivers to Seller, within the time period provided above, a written disapproval from Buyer's attorney, based upon any of the foregoing standards, identifying specifically those items or terms to which Buyer's attorney objects. Buyer agrees that for purposes of this contingency, said disapproval may not be based upon the amount of the purchase price, the cost of credits payable to or by Seller, or commission amount. If written disapproval is delivered, the parties shall then have two (2) business days to negotiate an amendment modifying the contract to cure the grounds for disapproval. If no such agreement is reached in that time, Buyer shall have two (2) days to terminate this Offer by delivery to Seller of a notice of termination. Upon timely delivery of Buyer's notice of termination, this Offer shall be deemed null and void, otherwise this contingency is satisfied and waived.

**BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF PROPERTY**

24.  Buyer acknowledges it is Buyer's responsibility to make certain the Property is in a condition Buyer finds acceptable, and that the Property, including any applicable regulations or restrictions, are compatible with Buyer's intended use of the Property. Buyer is advised to include all provisions and contingencies deemed necessary by Buyer for all issues Buyer considers material. While broker, agents, or broker's Concierge service may assist in arranging for performance or satisfaction of contingencies in this Offer, it is Buyer's responsibility to ensure that all necessary acts are taken to make use of each contingency selected, and to ensure that all such acts are taken within the applicable time limitation(s). Buyer acknowledges that in purchasing the Property, Buyer has relied upon Buyer's own independent inspection, analysis, and judgment, and upon the statements, disclosures and representations concerning the Property as are contained in this Offer and/or in any Seller's disclosure report, or in any other written statements provided to Buyer, if incorporated into this Offer. Buyer specifically acknowledges that Buyer is not relying upon any statements or representations of Seller or any real estate agent or broker, whether in the MLS, advertisements, or otherwise, unless such statement(s) or representation(s) is(are) expressed in writing and specifically set forth in this Offer. Buyer has the responsibility to verify all material information, and Buyer acknowledges Buyer is not relying upon any real estate agent or broker to verify the accuracy of any of Seller's or third parties' statements, disclosures and/or representations.

**HOME WARRANTY**

25.  This Offer includes a one year home warranty plan, through Universal Home Protection (UHP), to be provided at closing for Buyer, covering repair or replacement of the working components of the home, subject to the applicable deductible and the specific terms, conditions and limitations of the plan.

The plan shall be  [CHECK ONE]  Basic Plan (\$425.00), or,  Elite Plan (\$495.00), or  Other: \_\_\_\_\_

The cost of the warranty plan shall be paid by (Buyer)(Seller) [STRIKE ONE]. (Seller, if no choice indicated), and the (Listing broker)(Selling broker) [STRIKE ONE] (Selling broker, if no choice indicated), shall place the application. Buyer and Seller understand and agree that a portion of the warranty fee may be paid to the broker as a processing fee. (If Buyer fails to check the type of plan, the plan will be UHP's Basic Plan at a cost of \$425.00.) A copy of the indicated plan is at <http://www.uhpwarranty.com/> or has been received. NOTE: If any optional coverages are desired, if the property is in excess of 5000 sq. ft., or if the property is a duplex or multiple unit, check "Other" and specify the premium amount, and identify the specific plan and coverages.

NOTE: Mobile Homes are not eligible for coverage. This provision is deleted if subject property is a mobile home.

**ADDITIONAL PROVISIONS**

26.  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date 4-10-2013

Brion S. Hoffman  
Buyer Brion S. Hoffman

Nicole R. Hoffman  
Buyer Nicole R. Hoffman

Drafter: Attorney Kim Moermond, General Counsel  
First Weber Group

Date \_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

**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 811 / 813 E 1st St Merrill  
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) \_\_\_\_\_ (Date) ▲  
26 (ALL Sellers' signatures) ▲ Print Names Here ▶

27 **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.

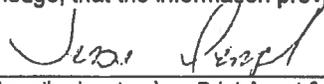
108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in  
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (referred to in the singular  
110 whether one or more).

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)  4-10-2013  
120 (Agent's signature) ▲ Print Agent & Firm Names Here ► **Jesse Dengel First Weber Group** (Date) ▲

121 (X) \_\_\_\_\_  
122 (Agent's signature) ▲ Print Agent & Firm Names Here ► (Date) ▲

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.

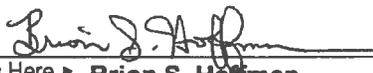
138 **RIGHT TO CURE:** Seller (shall)(shall not)  **STRIKE ONE** have a right to cure [if neither struck, Seller shall have the right to  
139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's  
140 notice, written notice 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) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's  
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received  
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment  
152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

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

155 (X)  4-10-2013  
156 (ALL Buyers' signatures) ▲ Print Names Here ► **Brion S. Hoffman Nicole R. Hoffman** (Date) ▲

1305186

## **BUSINESS PROPOSAL**

**DSwan, LLC**

**dba: First Street Coffee Station**



**Donald and Dawn Swan, Owner**

1. Proposal Summary

DSwan, LLC doing business as First Street Coffee Station, upon acquiring and renovating the 811&813 building will construct a large opening on the west wall of 811 to connect it to 809 building, thus expanding the current First Street Coffee Station restaurant by including the 811 space. The expansion would accommodate business meetings, small parties, and other events without interfering with regular coffee shop business. It would also allow for a larger kitchen area and potentially allowing for two additional fulltime employees.

The 813 space would be leased to one of three potential renters. The second floor would be for lease as residential space.

2. Project Summary Outline and Tentative Schedule

The building requires new roofing and heating. These tasks would be completed concurrently by two different contractors as soon as they are available. Finish work inside 811 first floor would be initiated immediately upon acquiring the building. Finish work inside 813 first floor would be initiated upon securing a contract with the renter.

The second floor units would be completed and rented as soon as possible after the first floor is completed.

Work	Start	Finish
New Roof	June 01, 2013	June 31, 2013
HVAC	June 01, 2013	June 31, 2013
First floor electrical and plumbing (including restroom in 813)	June 01, 2013	July 31, 2013

3. Development Organization

DSwan, LLC consists of Don and Dawn Swan. Initial formed for the purpose of buying 809 E 1<sup>st</sup> Street and 406 Himes Street as rental investments in 2006. June 7<sup>th</sup>, 2008, DSwan, LLC bought the business of First Street Coffee Station and have owned and operated it since. In that time sales have more than doubled.

Don and Dawn Swans contact information:

First Street Coffee Station

809 E 1<sup>st</sup> Street

Merrill, WI 54452

715/539-3030

Don's cell

715/574-7746

Dawn's cell

715/551-4878

4. Proposal Price Offer

Proposed offer is \$25,000.00, and is contingent on securing funds through a bank loan, available TIF funds and WHETA grants, and includes funds for the proposal price and all work estimates.

1305250

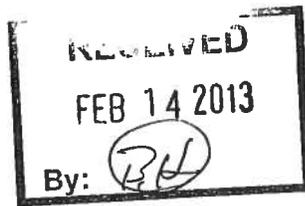
5

**Heideman, Bill**

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**From:** Bialecki, Bill  
**Sent:** Thursday, February 14, 2013 8:47 AM  
**To:** Heideman, Bill  
**Subject:** health and safety

Bill,  
Please add an item to the Health and Safety agenda for me.  
Request to install two 15 minute parking signs in front of 1021 E 1<sup>st</sup> St.  
This will be at the soon to open Johnson Pharmacy.  
Thanks,  
Bill B



13 05 25 1

13 05 25 2

Merrill Police Department

13 05 25 3

Auxiliary Police

13 05 26 0

Overview

Page 1 of 5

### Overview

The Auxiliary position is a civilian, non-sworn position within the Merrill Police Department. The purpose of the Police Auxiliary is to assist the Merrill Police Department by conducting traffic control during parades and special events, providing security at sporting and community events, and being called upon for assistance in certain emergencies such as searches for missing persons and weather disasters. The position requires a significant amount of interaction between the police auxiliary officer and the community and therefore requires applicants to be of high moral character.

The Auxiliary Police Program will be managed by sworn officers assigned as liaisons to the Auxiliary with a Patrol Lieutenant assigned to provide oversight. Members of the Auxiliary will normally be teamed with a sworn officer or assigned to tasks under the supervision of a sworn officer. An example would be an Auxiliary Officer and a Sworn Officer acting as a foot patrol team at the Fair, or a group of Auxiliary Officers assigned to intersections during a parade with a sworn officer acting as their direct supervisor in radio contact with those Auxiliary members.

### Qualifications

Applicants must be 18 years of age or older and be a high school graduate or equivalent. Applicants must have the following qualifications:

- Have a valid Wisconsin driver's license
- Must not have any felony convictions or disqualifying criminal history
- Must be able to read, write and speak the English language
- Must be of sound moral character
- Ability to communicate effectively
- Ability to exercise good judgment in evaluating situations and making decisions
- Willingness to work unpaid assignments
- Ability to attend monthly meetings at least 7 times per year
- Ability to work 20 hours per year
- Preferred (but not required) that applicants have completed Defensive Tactics, Professional Police Communications and Traffic Theory.

### Application Process

Applicants must complete an application form which will be reviewed by the Chief of Police. From the applications, individuals will be selected to attend an interview with the Merrill Police Department command staff and select officers.

After the interview, a complete background check and criminal history will be completed on applicants who are selected to move forward in the process.

# Merrill Police Department

## Auxiliary Police

### Overview

Page 2 of 5

#### Training

Those individuals who are selected to be members of the Merrill Police Department Auxiliary Unit will receive specialized training from members of the Merrill Police Department to include: First Aid/CPR, Legal Update (relevant to the position), Defense and Arrest Tactics (DAAT), Taser and OC spray, vehicle operations, traffic direction, professional communications, and radio use. After successful completion of training and demonstration of required competencies, the auxiliary officer will be able to sign up to work scheduled events.

#### Uniform

The members of the police auxiliary will be required to wear uniforms and possess equipment, some of which will be provided by the Merrill Police Department. Probable equipment needed includes:

- Long & short sleeve polo with embroidered name and badge
- Uniform pants/Tactical BDU pants
- Black boots or black shoes
- Approved winter uniform Jacket with embroidered name and badge
- Approved winter and summer uniform hats with embroidered "Auxiliary Police"
- Flashlight with traffic wand
- Radio- provided
- Traffic vest- provided
- Whistle
- OC Spray- provided

#### Schedule/ Work Assignments

The Merrill Police Department Auxiliary officers will assist with various events including:

- Labor day parade
- Crazy days
- 4<sup>th</sup> of July Fireworks
- Lincoln county 4-H Fair
- Merrill High School football games
- Christmas Parade
- Other special events

#### Attendance

The auxiliary officers will be required to attend monthly meetings ( at least 7 per year). The meetings will be used for training purposes and also to schedule auxiliary officers for upcoming events. Each auxiliary officer will be required to work a minimum of 20 hours per year at various events.

# Merrill Police Department

## Auxiliary Police

### Overview

Page 3 of 5

#### **Confidentiality**

Any and all information seen, read or heard, whether on duty or off, is to be kept in strict confidence. While working in the official capacity of a police auxiliary officer, you will have access to various records and information that is not to be disseminated.

Violation of confidentiality may result in disciplinary action, resulting in removal from the auxiliary, and/or may result in criminal charges. This would include, but not be limited to, information from complaints, written reports, information relayed from dispatch.

#### **Riding With Officers**

The auxiliary police officers are able to and encouraged to do "ride- a-longs" with officers of the Merrill Police Department.

#### **Merrill Police Department Auxiliary Scope of Authority**

Members of the Merrill Police Department Auxiliary may engage in official actions only when on-duty.

Members of the Auxiliary have no official authority while off-duty.

**Members of the Auxiliary when on-duty and acting in accordance with the procedures and policies of the Merrill Police Department Auxiliary Program are authorized to:**

- Detect, report and prevent unlawful conduct
- Enforce City of Merrill Code of Ordinances and issue citations for violations when directed to do so by the Chief of Police or designee
- Control and direct traffic
- Maintain public order and provide physical security at locations as directed by the Chief of Police or designee
- Protect public and private property
- Detect and report unsafe conditions, and within the scope of their training reduce the danger presented by those conditions
- Provide emergency first aid within the scope of their training
- When directed by the Chief of Police or designee, enforce compliance with emergency orders, ordinances or resolutions issued under the authority of Wisconsin Statute 323.14(4) Local Government Powers during a State of Emergency
- Operate city owned vehicles or use other equipment as authorized by the Chief of Police or designee.

A Member of the Auxiliary may provide verbal orders to a person, commanding that person to remain in the presence of the Auxiliary Member, for the issuance of a citation, only if they have reasonable grounds to believe that the person has committed a violation of an ordinance.

# Merrill Police Department

## Auxiliary Police

### Overview

Page 4 of 5

Members of the Auxiliary may provide verbal direction and orders to citizens as authorized under their authority to enforce the ordinances of the City of Merrill, but **shall not** use physical force or the threat of physical force to restrain or detain anyone unless:

- Such actions are a reasonable use of force and the Auxiliary member was commanded by a sworn officer of the Merrill Police Department to assist under the authority of Wisconsin Statutes 968.07(2) (Appendix A)
- Or if such actions are a reasonable use of force and are privileged under Wisconsin Statutes 939.48 and/or 939.49. (Appendix A)

Auxiliary members will have the statutory authority to issue parking citations in conjunction with their duties as traffic officers. They will not be able to independently issue any other citation, except for parking tickets, unless under the direction of the Chief of Police or designee.

**Merrill Police Department**  
**Auxiliary Police**  
**Overview**

Page 5 of 5

**Appendix A**

**Related State Statutes and Revised City Ordinances**

**939.48 Self-defense and defense of others.**

(1) A person is privileged to threaten or intentionally use force against another for the purpose of preventing or terminating what the person reasonably believes to be an unlawful interference with his or her person by such other person. The actor may intentionally use only such force or threat thereof as the actor reasonably believes is necessary to prevent or terminate the interference. The actor may not intentionally use force which is intended or likely to cause death or great bodily harm unless the actor reasonably believes that such force is necessary to prevent imminent death or great bodily harm to himself or herself.

**939.49 Defense of property and protection against retail theft.**

(1) A person is privileged to threaten or intentionally use force against another for the purpose of preventing or terminating what the person reasonably believes to be an unlawful interference with the person's property. Only such degree of force or threat thereof may intentionally be used as the actor reasonably believes is necessary to prevent or terminate the interference. It is not reasonable to intentionally use force intended or likely to cause death or great bodily harm for the sole purpose of defense of one's property.

(2) A person is privileged to defend a 3rd person's property from real or apparent unlawful interference by another under the same conditions and by the same means as those under and by which the person is privileged to defend his or her own property from real or apparent unlawful interference, provided that the person reasonably believes that the facts are such as would give the 3rd person the privilege to defend his or her own property, that his or her intervention is necessary for the protection of the 3rd person's property, and that the 3rd person whose property the person is protecting is a member of his or her immediate family or household or a person whose property the person has a legal duty to protect, or is a merchant and the actor is the merchant's employee or agent. An official or adult employee or agent of a library is privileged to defend the property of the library in the manner specified in this subsection.

(3) In this section "unlawful" means either tortious or expressly prohibited by criminal law or both.

**968.07 Arrest by a law enforcement officer.**

(2) A law enforcement officer making a lawful arrest may command the aid of any person, and such person shall have the same power as that of the law enforcement officer.

**349.02 Police and traffic officers to enforce law.**

(1) It is the duty of the police, sheriff's and traffic departments of every unit of government and each authorized department of the state to enforce chs. 346 to 348 and 350. Police officers, sheriffs, deputy sheriffs and traffic officers are authorized to direct all traffic within their respective jurisdictions either in person or by means of visual or audible signal in accordance with chs. 346 to 348 and 350. In the event of fire or other emergency, police officers, sheriffs, deputy sheriffs and traffic officers and officers of the fire department may direct traffic as conditions may require notwithstanding the provisions of chs. 346 to 348 and 350.

**340.01 Words and Phrases defined.**

(70) "Traffic officer" means every officer authorized by law, to direct or regulate traffic, or to make an arrest for violations of traffic regulations.

1305261

**Mission Statement:**

The mission of WisWARN is to support and promote statewide emergency preparedness, disaster response, and mutual aid assistance for Water and Wastewater organizations for natural and manmade events.

**Sponsors:**

CSWEA - Wisconsin Section  
MEG - Water Division  
MEG - Wastewater Division  
Wisconsin Water Association  
Wisconsin Wastewater Operator's Association  
Wisconsin Alliance of Cities  
League of Wisconsin Municipalities

**Supporting Agencies**

Dept of Natural Resources  
Dept of Emergency Management  
Public Service Commission



[Http://www.wiswarn.org](http://www.wiswarn.org)



**Mutual Aid Response Network Member Benefits:**

- Mutual aid agreements.
- Searchable web-based equipment inventories.
- Enhanced access to specialized resources.
- Expedited arrival of aid.
- Reduced administrative conflict.

**WisWARN.org**

Dan Lynch, WisWARN Chair  
City of Janesville  
123 E. Delavan Drive  
Janesville, WI 53546

Phone: 608-755-3115  
Fax: 608-755-3125  
Email: [lynchd@ci.janesville.wi.us](mailto:lynchd@ci.janesville.wi.us)

Utilities  
Helping  
Utilities

**Mutual Aid Response Network**



Wisconsin  
Water/Wastewater  
Agency  
Response  
Network

WisWARN is a Voluntary  
Mutual Aid Response  
Network for Wisconsin  
Water and Wastewater  
Organizations

**WisWARN.org**

### What is the purpose of WisWARN?

The purpose of WisWARN is to provide a network where water and wastewater organizations can locate emergency assistance in the form of personnel, equipment, supplies and materials and other needed resources. The objective is to provide rapid, short-term deployment of emergency services to recover from:

#### Natural Disasters —

Tornados, high winds, floods, ice storms, lightning & thunder storms, regional electrical outages, pandemic, etc.

#### Manmade Disasters —

Significant accidents, vandalism, hazardous materials release, riots, or terrorist attacks.

The establishment of a statewide mutual aid and assistance network is a core principle of National Preparedness.

### How Does a Community Join WisWARN?

#### Is my community required to join WisWARN?

WisWARN is a voluntary program. You join to help your community.

#### What if my community can't respond during a disaster?

Signing the mutual aid agreement does not obligate your organization to provide emergency assistance to any organization during any emergency. Each request for assistance is separate and independent from all others.

#### How do I join WisWARN?

**Step 1:** Go to the WisWARN website:

<http://www.WisWARN.org>.

**Step 2:** Click on the Join WisWARN button and complete the requested information.

**Step 3:** Print the WisWARN mutual aid agreement and membership resolution and take them to your governing board or council so they can authorize your organization's participation.

**Step 4:** Return the signed agreement and resolution to WisWARN.

**Step 4:** Log-in to the WisWARN website. Fill out the member's login information page, emergency contact and equipment database information.

### Benefits of a Statewide Mutual Aid Program

- Creates one uniform statewide mutual aid program for all municipal Water and Wastewater utilities.
- Facilitates coordinated regional emergency responses.
- Effectively utilizes resources (manpower and equipment)
- Provides access to statewide and regional experts from a variety of local organizations.
- Expedites responses because mutual aid agreements are signed in advance of a disaster.
- Facilitates federal reimbursements if disaster funds become available (mutual aid agreements are required to receive federal funds).
- Reassures your public by helping to maintain continuity of vital service during emergencies.

#### WisWARN.org

Dan Lynch, WisWARN Chair  
City of Janesville  
123 E. Delavan Drive  
Janesville, WI 53546

Phone: 608-755-3115  
Fax: 608-755-3125  
Email: [lynchd@ci.janesville.wi.us](mailto:lynchd@ci.janesville.wi.us)

# JOIN WisWARN!!!

By Dan Lynch, Janesville Utility Director and WisWARN Committee Chair

Wisconsin has formed a statewide mutual aid response and assistance network for water and wastewater. The Wisconsin Water/Wastewater Agency Response Network, known as WisWARN, was created to provide a statewide network to allow utilities from one community to help utilities in another community with personnel and resources following natural and manmade disasters. This network will extend across the entire state allowing any participating Wisconsin utility to receive aid or respond to a disaster in another Wisconsin community.

**Do you want to become a part WisWARN?** It's easy to join WisWARN. All you need is:

- 1) to be a municipal water or wastewater organization or utility; and
- 2) to get your governing board or council adopt a resolution

**For more information about WisWARN in general or joining WisWARN go to its website:**  
**[WWW.WisWARN.org](http://WWW.WisWARN.org)**

The establishment of a mutual aid network of Wisconsin water and wastewater utilities will help ensure that vital community services remain operational following a disaster (such as the recent flooding in many parts of our state). Using WisWARN, you can see what resources are available and directly contact the utilities with those resources. There are no administrative delays, no government declarations are needed. The process is as simple as sending an email or picking up your phone. The contacted utility will determine if it can respond. (No WisWARN member is required to respond.) Not only is there a quick response, but the local utility stays in charge and gets what it asks for. The website is still being developed, but we want you to look at it because it will explain how WisWARN works.

## **Some of the benefits of joining WisWARN**

- WisWARN will use a single statewide mutual aid agreement which will help reduce administrative conflict over such things as: insurance, workers compensation, equipment rental rates, and other cost related issues.
- There is no cost to join or annual cost to belong to WisWARN.
- There is no commitment or obligation to respond to a request from another utility
- It allows the local utility to remain in control of all response activities.
- Specialized operations, such as water and wastewater utilities, are assisted by other Utilities until the disaster is over or other aid is provided.
- It doesn't need to be an emergency, you can use WisWARN simply for finding parts or equipment to make repairs.

WisWARN has been endorsed by: CSWEA, MEG-Wastewater, MEG-Water, WRWA, WWA and WWOA as well as the Wisconsin Alliance of Cities, the WDNR, and the Wisconsin Department of Emergency Management.

WisWARN will be a good thing for your utility, for your community and for all of Wisconsin, so check it out at [WWW.WisWARN.org](http://WWW.WisWARN.org)

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*Please email or fax any questions or comments to:*

Daniel L. Lynch, P.E.

WisWARN Committee Chair

Janesville Water & Wastewater Utilities

Ph (608) 755-3115

Fax (608) 755-3125

[lynchd@ci.janesville.wi.us](mailto:lynchd@ci.janesville.wi.us)

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## **WisWARN MUTUAL AID AND ASSISTANCE AGREEMENT**

Municipalities are vulnerable to a variety of natural and technological disasters and emergencies, and in times of a disaster or emergency, increased emergency response aid and assistance may reduce injury, damage and loss of life and property.

Section 66.0301 of the Wisconsin Statutes authorizes municipalities to enter into an agreement with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

Municipalities who sign this Agreement desire to join together to create and participate in an intrastate program for mutual aid and assistance for water and wastewater systems called WisWARN.

The purpose of WisWARN is to provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery for water and wastewater systems; to prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons; and to provide for the rapid and orderly rehabilitation of persons and restoration of property.

Section 166.03(7) of the Wisconsin Statutes specifically authorizes municipalities to cooperate to furnish emergency management services.

By signing this Agreement, a Municipality agrees to join and be a Member of WisWARN, and to comply with the understandings, commitments, terms, and conditions for providing and receiving emergency management aid and assistance as set forth in this Agreement.

### **ARTICLE I DEFINITIONS**

- 1.1 **Agreement** means this WisWARN Mutual Aid and Assistance Agreement.
- 1.2 **Authorized Official** means an employee, officer, or designee of a Member that is authorized to request assistance; offer assistance; refuse to offer assistance or withdraw assistance under this Agreement.
- 1.3 **Effective Date** means the date established in accordance with Section 10.1.
- 1.4 **Emergency** means any occurrence that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate internally. An emergency need not be declared pursuant to Chapter 166, Wis. Stats., to be an Emergency under this Agreement.
- 1.5 **Member** means any Municipality that signs this Agreement.
- 1.6 **Municipality** means the state or any department or agency thereof, or any city, village, town, county, sanitary district, metropolitan sewage district, sewer utility district, water utility district, municipal electric company, or any commission created by contract under sec. 66.0301, Wis. Stats., located in the State of Wisconsin.

1.7 National Incident Management System (NIMS) means a national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

1.8 Non-Responding Member means a Member that does not provide aid or assistance during a Period of Assistance under WisWARN.

1.9 Period of Assistance means a specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.

1.10 Requesting Member means a Member who requests aid or assistance under WisWARN.

1.11 Resource List means a list developed by a Member of personnel, equipment, materials and supplies which may be available to other Members during an Emergency.

1.12 Responding Member means a Member that responds to a request for aid or assistance under WisWARN.

1.13 Steering Committee means the WisWARN Steering Committee which is responsible for administering WisWARN. The Steering Committee is not intended to be a separate legal body but rather is a committee of municipalities created by contract under § 66.0301, Wis. Stats.

1.14 WisWARN means the intrastate mutual aid and assistance program established by this Agreement.

## **ARTICLE II ESTABLISHMENT OF WisWARN**

2.1 Establishment of WisWARN. Recognizing that disasters and emergencies may require aid or assistance in the form of personnel, equipment, materials, and supplies from outside the area of impact, the Members hereby establish an intrastate program for mutual aid and assistance to water and wastewater systems called WisWARN. The purpose of WisWARN is to provide a program through which Members coordinate response activities and share resources during emergencies.

2.2 Membership. Any Municipality with a water or wastewater system who signs this Agreement and complies with its terms shall be a Member of WisWARN. The term "Municipality" has the definition set forth in this Agreement. Each Member is entitled to one vote.

2.3 Representation. Each Municipality who signs this Agreement affirmatively represents that it has the legal authority to sign the Agreement, and that it has the capacity to sue and be sued.

**ARTICLE III  
ORGANIZATION AND ADMINISTRATION OF WisWARN**

3.1 Organization of WisWARN. An initial meeting of Members shall be held within sixty (60) days after the Effective Date of this Agreement. Members shall be provided with a minimum of twenty (20) days written notice of the first meeting. At the first meeting, Members shall elect four Members to serve as a Working Committee. The Working Committee shall be charged with developing proposed Bylaws for WisWARN. The Bylaws shall, at a minimum, provide that the Steering Committee is to be elected by the Members, the elections are to be held at least once every two years, and that the Steering Committee is to consist of a minimum of eight Steering Committee members, with at least one Steering Committee member from each of the six emergency management regions designated by the State of Wisconsin Division of Emergency Management if possible. The Bylaws shall identify the decisions that may be made by a majority vote of the Steering Committee, the decisions that may be made by a supermajority vote of the Steering Committee, and the decisions that require action by the Members. The Bylaws may also include provisions for designation and oversight of a fiscal agent to receive money and make disbursements under WisWARN. A copy of the proposed Bylaws shall be prepared and provided to all Members no later than six months after the first meeting. A meeting of the full membership shall be held to vote on the Bylaws. Written notice of the meeting shall be provided no later than twenty (20) days prior to the meeting. After approval of the Bylaws, the Steering Committee shall be elected in accordance with the Bylaws.

3.2 Administration by Steering Committee. After a Steering Committee is elected, WisWARN shall be administered by the Steering Committee. The Steering Committee is responsible for preparing and coordinating emergency planning and response activities for WisWARN consistent with this Agreement. The Steering Committee shall meet at least annually to address WisWARN issues and to review and update emergency preparedness and response procedures and protocols. The Steering Committee shall coordinate its work with the State of Wisconsin's emergency management and public health system.

3.3 Maintenance of List of Members. The Steering Committee shall maintain a master list of all Members and the emergency management regions designated by the State of Wisconsin Division of Emergency Management in which they are located.

3.4 Resource List. The Steering Committee shall develop recommendations on the format, information, and input standards for a Member's Resource List. The intent is that the Resource List will identify the personnel, equipment, materials and supplies which may be available from a Member during an Emergency.

3.5 Maintenance of Website. The Steering Committee shall establish and maintain a website which may be accessed by Members. The website shall include the Resource List developed by each Member which identifies the personnel, equipment, materials and supplies which may be available from a Member during an Emergency.

**ARTICLE IV  
MEMBER RESPONSIBILITY**

4.1 Authorized Official and Contact Information. Members shall identify an Authorized Official and alternates, and provide contact information including 24-hour access information. Members shall update the information regularly or when changes occur.

4.2 Number of Responders. A Member may designate itself as one singular responding entity or it may identify its water and wastewater systems separately as responding entities. If multiple responding entities are identified, contact information shall be provided for each responding entity. Such designation does not affect a Member's status as a single municipality/ Responding Member under this Agreement.

4.3 Resource List. A Member shall develop a Resource List consistent with the recommendations of the Steering Committee which identifies the personnel, equipment, materials and supplies which may be available from a Member during an Emergency. The Member is responsible to keep its Resource List current and up to date.

#### **ARTICLE V REQUESTS FOR ASSISTANCE**

5.1 Member Request. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance for its water and wastewater system from another Member. Requests for assistance may be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the other Member. Specific protocols for requesting aid shall be developed by the Steering Committee and be available through the WisWARN Website.

5.2 Response to a Request for Assistance. Members are not obligated to respond to a request for assistance. However, after a Member receives a request for assistance, the Authorized Official shall evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member should inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

5.3 Discretion of Responding Member's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Member's Authorized Official on the availability of resources shall be final.

#### **ARTICLE VI RESPONDING MEMBER PERSONNEL**

6.1 National Incident Management System. When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the NIMS.

6.2 Personnel. During the Period of Assistance, employees of a Member remain employees of that Member. Personnel sent by a Responding Member shall remain under the direct supervision of the Responding Member. The Requesting Member's Authorized Official shall have operational control of the overall Emergency response and shall coordinate response activities with the designated supervisor(s) of the Responding Member(s) in accordance with NIMS. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

6.3 Food and Shelter. Responding Member's personnel must be self sufficient for up to 72 hours. When practical, the Requesting Member shall assist in supplying reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member's personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided in the following sentence, the cost for such resources must not exceed the State per diem rates for that area. To the extent food and shelter costs exceed the State per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Reasonable and necessary costs associated with providing food and shelter, if such resources are not provided, shall be reimbursed in accordance with Article VII.

6.4 Communication. The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios in order to facilitate communications with other responders and the Requesting Member's personnel.

6.5 Status. To the extent provided by law, whenever the Responding Member's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the Responding Member.

6.6 Licenses and Permits. To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

6.7 Right to Withdraw. The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

## **ARTICLE VII COSTS OF RESPONSE AND COST REIMBURSEMENT**

7.1 Cost Reimbursement to Responding Member. Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for the categories of costs listed in Sections 7.2 to 7.4 incurred during the specified Period of Assistance. The Responding Member shall track, record and submit its costs incurred during the specified Period of Assistance as provided in Sections 7.2 to 7.4. Failure to accurately track and record costs using the indicated categories may hamper the Responding Member's ability to qualify for or receive state, federal or third party disaster funding should such funding become available. If a Responding Member agrees to not seek cost reimbursement from a Requesting Member, the Responding Member need not track and record its costs as provided in Sections 7.2 to 7.4.

7.2 Personnel Costs. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Responding Member's personnel costs shall be calculated according to the terms provided in Responding Member's employment contracts or other conditions of employment for work.

Reimbursement requests may include all personnel costs, including salaries or hourly wages, contributions for fringe benefits, and indirect costs.

7.3 Equipment and Equipment Costs. Responding Member's costs for equipment used during the specified Period of Assistance shall include, but not be limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and/or unloading of loaned equipment. Rates for equipment use shall be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates unless the Members agree, in writing, to different rates prior to the Responding Member supplying the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Responding Member may claim reimbursement from Requesting Member for such rental costs. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances.

7.4 Costs for Materials and Supplies. Responding Member's cost for expendable or non-returnable materials and supplies shall be based on in kind or actual replacement costs, plus handling charges. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage may be treated as expendable supplies for purposes of cost reimbursement.

7.5 Payment Period for Cost Reimbursement. In order to receive cost reimbursement, the Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

7.6 Records. Each Requesting Member and their duly Authorized Officials shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

## **ARTICLE VIII RISK ALLOCATION**

8.1 Immunity. All Members are governmental entities entitled to governmental immunities under law, including but not limited to Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and defenses to which each Member may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 893.80, Wis. Stats.(2005-2006), or any subsequent amendments thereof.

8.2 Member Responsible for Own Actions. Each Member shall bear the risk of its own actions, as it does with its day-to-day operations.

8.3 Employee Claims. The employees of a Responding or Requesting Member shall be covered by his or her employing Member for purposes of worker's compensation, unemployment insurance, and benefits under ch. 40 Wisconsin statutes regardless of whether their Member employer is a Responding or Requesting Member.

8.4 Insurance. Members shall maintain insurance policies or maintain self insurance programs that cover activities that it may undertake by virtue of membership in WisWARN.

8.5 Survival of Obligations. The obligations set forth in this Article VIII shall survive the termination or expiration of this Agreement.

#### **ARTICLE IX DISPUTES**

9.1 Disputes. If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall attempt to resolve the dispute by negotiation.

#### **ARTICLE X EFFECTIVE DATE; MODIFICATION; TERMINATION**

10.1 Effective Date for Establishing WisWARN. In order to be effective, four (4) Municipalities must sign this Agreement to join WisWARN. The Effective Date for establishing WisWARN shall be the date on which the fourth Municipality signs the Agreement to join WisWARN.

10.2 New Members. Municipalities may join WisWARN by signing this Agreement. After the Effective Date established by Section 10.1, a Municipality shall become a WisWARN Member upon signing the Agreement.

10.3 Termination of Member. A Municipality's membership in WisWARN shall be terminated, in accordance with procedures established by the Steering Committee, if the Municipality fails to meet the Member's Responsibilities under Article IV.

10.4 Withdrawal of Member. A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Steering Committee. Withdrawal takes effect 60 days after the Steering Committee receives the notice.

10.5 Effect of Termination or Withdrawal of Member. A Member's termination or withdrawal from this Agreement shall not affect in any way any liabilities or obligations incurred under the terms of this Agreement, including but not limited to a Member's duty to reimburse a Responding Member for costs incurred during a Period of Assistance. A Member's termination or withdrawal shall not affect the continuing existence of this Agreement among the remaining Members.

10.6 Modification of Agreement. No provision of this Agreement may be modified, altered or rescinded by individual Members to the Agreement. The process for modifying the Agreement shall be established in the Bylaws, and at a minimum shall require a two-thirds (2/3) majority vote of Members. Approved modifications take effect thirty days after the vote of the Members.

10.7 Termination of WisWARN. WisWARN shall continue in effect as long as there are at least four Members. In the event there are fewer than four Members, WisWARN shall terminate. The process for handling the termination of WisWARN shall be established in the Bylaws.

## **ARTICLE XI MISCELLANEOUS**

11.1 Prior Agreements. If a Member requests or provides assistance for a water or wastewater system under WisWARN for a Period of Assistance, the terms of this Agreement shall supersede all prior agreements between the Requesting Member and the Responding Member related to the request or provision of assistance for water or wastewater systems to the extent that such prior agreements are inconsistent with this Agreement.

11.2 Severability. The Members agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Members shall be construed and enforced as if the Agreement did not contain the invalid term or provision.

11.3 Waiver. Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

11.4 Headings. The headings of various articles and sections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

11.5 Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.

11.6 No Joint Venture. This Agreement does not establish or evidence a joint venture or partnership between the parties.

11.7 Execution of Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.

**SIGNATURE PAGE**

In consideration of the covenants and obligations set forth in this Agreement, the Municipality listed below manifests its intent to be a Member of WisWARN, and agrees to comply with the understandings, commitments, terms, and conditions set forth in this Agreement, by executing this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

NAME OF MUNICIPALITY

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

Approved as to form and legality

By: \_\_\_\_\_

Attorney of Member

\_\_\_\_\_  
Please Print Name

Appendix A  
Emergency Contact Information for Member Responders

MUNICIPALITY SERVED:

The (City, Village, Town, County, Commission, District, etc.) of \_\_\_\_\_  
\_\_\_\_\_, located in the County(s) of \_\_\_\_\_

State number of responding entities that will be listed with this Municipality: \_\_\_\_\_

Date Emergency Contact Information Provided: \_\_\_\_\_

Name of Member's Voting Representative \_\_\_\_\_

\*\*\*\*\*  
First Responding Entity: \_\_\_\_\_

Primary Contact  
Authorized Official/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency/After Hours Phone: \_\_\_\_\_

Secondary Contact  
Name/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency/After Hours Phone: \_\_\_\_\_

\*\*\*\*\*

Second Responding Entity: \_\_\_\_\_

Primary Contact

Authorized

Official/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency/After Hours Phone: \_\_\_\_\_

Secondary Contact

Name/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency/After Hours Phone: \_\_\_\_\_

\*\*\*\*\*

List additional Responding Entities as needed with the requested contact information.

**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE WisWARN MUTUAL AID AND ASSISTANCE PROGRAM**

WHEREAS, Wis. Stats. §66.0301, authorizes a municipality to enter into an agreement with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, pursuant to Wis. Stats. §66.0301, Wisconsin municipalities together seek to create and participate in an intrastate program for mutual aid and assistance for water and wastewater systems called WisWARN; and

WHEREAS, the purpose of WisWARN is to provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery for municipal water and wastewater systems; and

WHEREAS, WisWARN is established by municipalities adopting the WisWARN Mutual Aid and Assistance Agreement pursuant to Wis. Stats. §66.0301 and becoming a member of WisWARN; and

WHEREAS, the governing body of (name of governmental unit) considers it to be in the best interests of the (City) (County) (Town) to be a party to the WisWARN Mutual Aid and Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED, that (name of governmental unit):

1. Authorizes (position title of designated employee or official) to sign the WisWARN Mutual Aid and Assistance Agreement, and deliver it to (a) the Chair of the WisWARN Steering Committee, or (b) if the WisWARN Steering Committee has not yet been established, the Wisconsin Department of Natural Resources, c/o Zoe McManama, Water Infrastructure Security Specialist, Bureau of Drinking Water and Groundwater, PO Box 7921 - Madison, Wisconsin 53707-7921; and
  2. Agrees the (name of governmental unit) will comply with all terms of the Agreement.
- PASSED AND ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.