

**COLUMBUS COMMON COUNCIL – COMMITTEE OF THE WHOLE  
TUESDAY, MARCH 1, 2016 – FOLLOWING REGULAR MEETING  
COLUMBUS CITY HALL  
AGENDA**

1. Roll Call
2. Notice of Open Meeting
3. Approve Agenda
4. Citizens Comments on agenda items
5. Review Proposal to construct a press box at the Fireman's Park Football Field – School District
6. Request of Firemans Service Corp to waive fees for the use of Firemans Park for the circus
7. Review parking signage request of "Chef's Corner" (formally Fireman's Tavern)
8. Update on Aquatic Center operations from DPW and Recreation
9. 147 S. Ludington Building Offer to City
10. Draft Ordinance to amend Chapter 46, Floodplain Regulations
11. Consider moving 4/5 City Council meeting to Tuesday, 3/29 or Monday, 4/4 due to Spring Election.
12. Adjourn to closed session per ss 19.85(1)(e) deliberating or negotiating the purchase of public properties, the investment of public funds, or conducting other public business, whenever competitive or bargaining reasons require specifically to consider fire station space needs.
13. Reconvene to open session
14. Adjourn to closed session per ss 19.85(1)(e) deliberating or negotiating the purchase of public properties, the investment of public funds, or conducting other public business, whenever competitive or bargaining reasons require specifically to consider TIF #4 activity.
15. Reconvene to open session
16. Adjourn



# COLUMBUS FOOTBALL ORGANIZATION

*Columbus, Wisconsin*

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February 22, 2016

To the Columbus City Council:

The Columbus Football Organization would like to thank you for your recent support of our bleacher project at Fireman's Park. This project has been a great asset to both our school district and community. It has certainly made the spectating experience more enjoyable, but more importantly it has ensured the safety of our players and fans for many years to come.

The individuals who initiated the implementation of the bleacher project are committed to providing high quality facilities for our student-athletes and community members. Our intent is to continue to pursue projects that are fun and inspirational. This purchase was the first phase of improvements the Columbus Football Organization would like to make to the athletic facilities at Fireman's Park. Our mission is to demonstrate community pride by making functional, safety, and esthetic enhancements. The next phase of our project is the replacement of our football press box. Our current box is extremely outdated and too small to meet the demands of today's coaching staffs and media. In collaboration with the Columbus School District, we hope to be able to start production on a box to be installed as early as July of this year. We currently have an official proposal from MODS International of Appleton, Wisconsin. This company specializes in manufacturing highly functional facilities from recycled storage containers. We believe this concept best fits our needs as it provides a secure, water tight, functional, affordable, and moveable structure.

We understand the School District of Columbus is simply leasing this property for athletic purposes and I am hereby asking permission for us to begin the process of getting this non-permanent structure erected at Fireman's park for the 2016 season. In order for us to begin production, we would need city council approval for the following items to occur. Please note, the City of Columbus will not be asked to incur any cost or labor associated with this project.

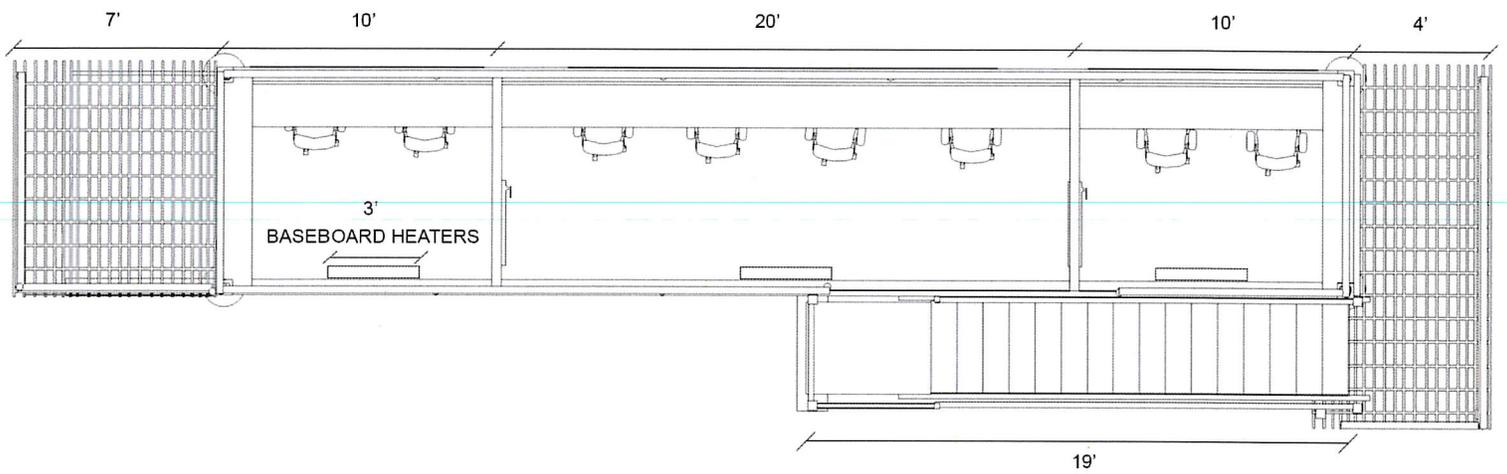
- Removal of current structure and asphalt pad
- Elimination of one tree on the site
- Installation of 4 to 6 concrete cylinders for a base
- Park access for a crane

We are excited for the future of our community and school district. I look forward to the opportunity to continue to work with the city council in efforts to share our community pride and commitment to youth and prep activities in Columbus. I am extremely grateful for your time and consideration. It's a great time to be a Cardinal.

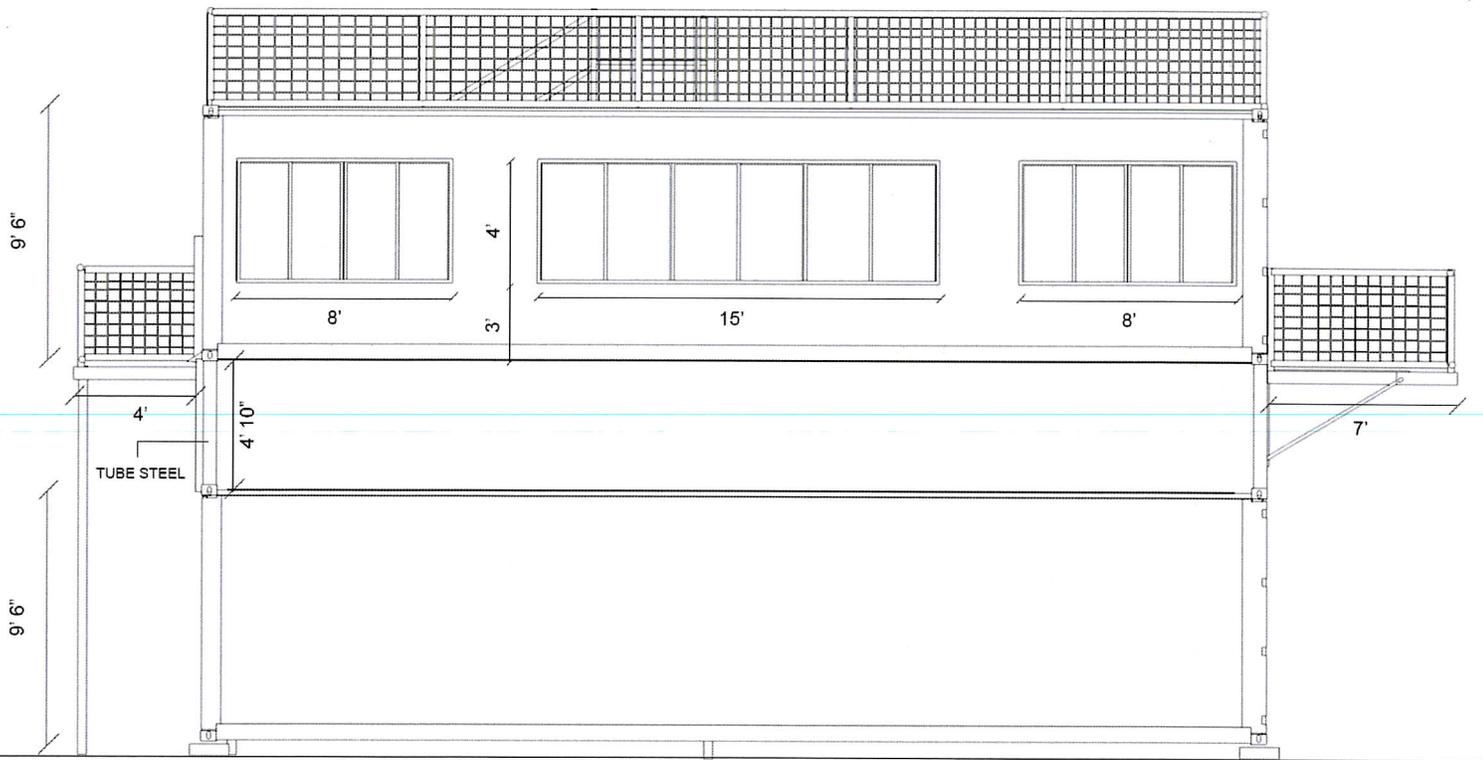
Sincerely Yours,

Scott Hilber  
*Head Coach*  
*Columbus High School Football*

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FLOOR PLAN 02/17/16



FRONT SIDE ELEVATION 02/17/16

02-17-16



02-17-16





To: City of Columbus

From: Alex Drugg, Chef's Corner

Subject: Parking Ordinance

Date: 02/23/2016

I am asking the City Council to look into changing the current ordinance effecting the municipal lot directly behind the former " Fireman's Restraint". Specifically the five parking stalls located on lot "90" , butting up to lots 91, owned by Columbia County, and lot 89 , owned by the City of Columbus. Currently there is a 2hr. Parking sign displayed over the 5 lots.

This summer the Columbus Police Department was contacted, along with a public works representative about our concerns of potential problems with the increase of lot usage . We explained that soon there will be tenants in a building that has been vacant for several years and hopefully , new patrons connected to the business coming soon. The vagueness of the signage could be a problem . No action was taken at that time as we were led to believe this has not been a problem in the past and should not be a problem in the future. Since then , there have been 4 tickets written to my tenants, two on snow days., and two on non snow days.

I am suggesting a very simple solution. That the signage be changed to copy verbatim what is already working at the municipal parking lot across the street . We further suggest that the five lots behind the former Fireman's be signed to indicate cars must be moved on " Even Snow Days to the indicated Municipal Lots across the street .

This solution would be consistent with something that is already working , and would bring a level of consistency and fairness to all concerned,

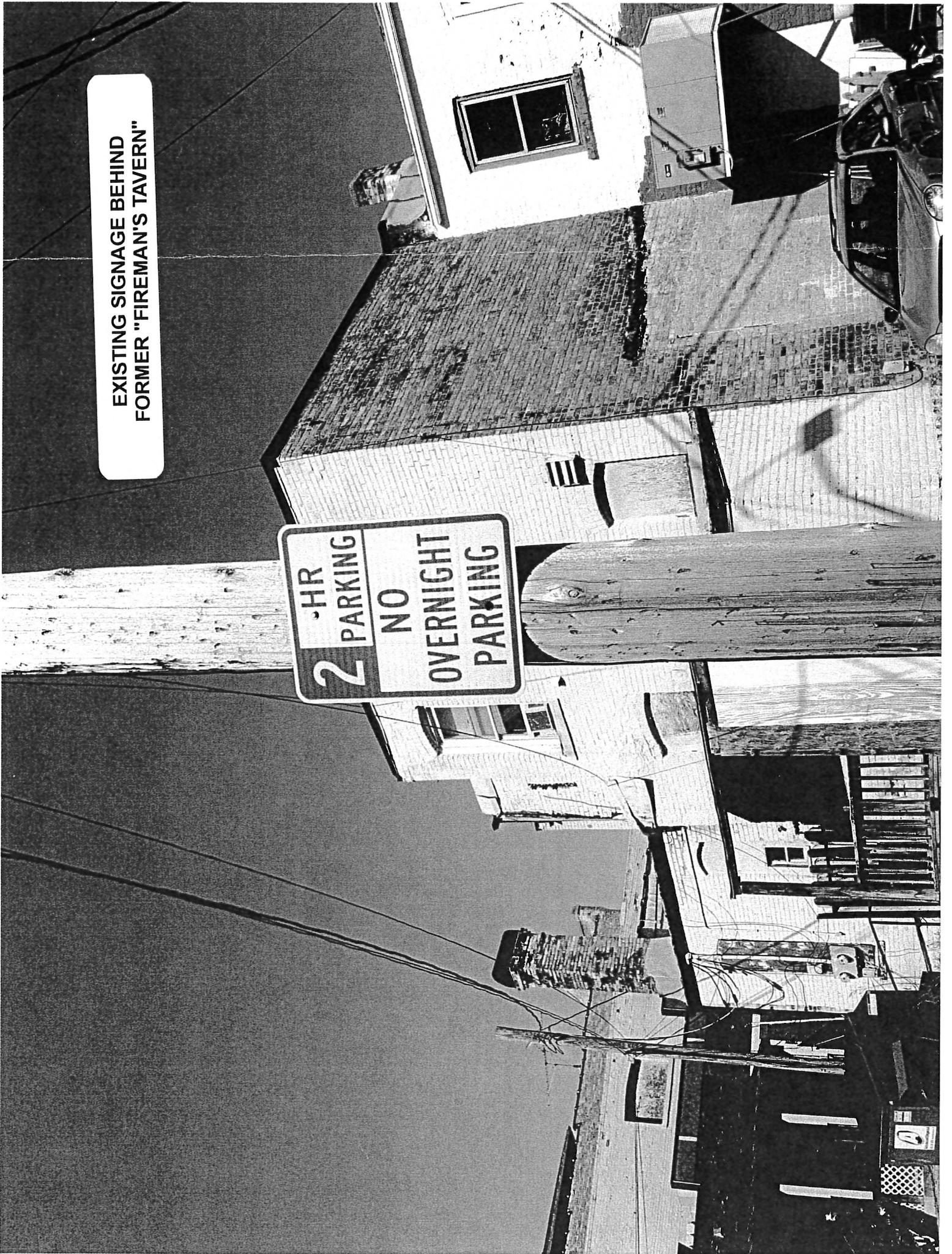
Respectfully Submitted by,



Charles A. Drugg/ Owner, Chef's Corner

EXISTING SIGNAGE BEHIND  
FORMER "FIREMAN'S TAVERN"

2-HR  
PARKING  
NO  
OVERNIGHT  
PARKING



PROPOSED SIGNAGE  
LOCATED AT WATER STREET  
MUNICIPAL LOT (VFW)

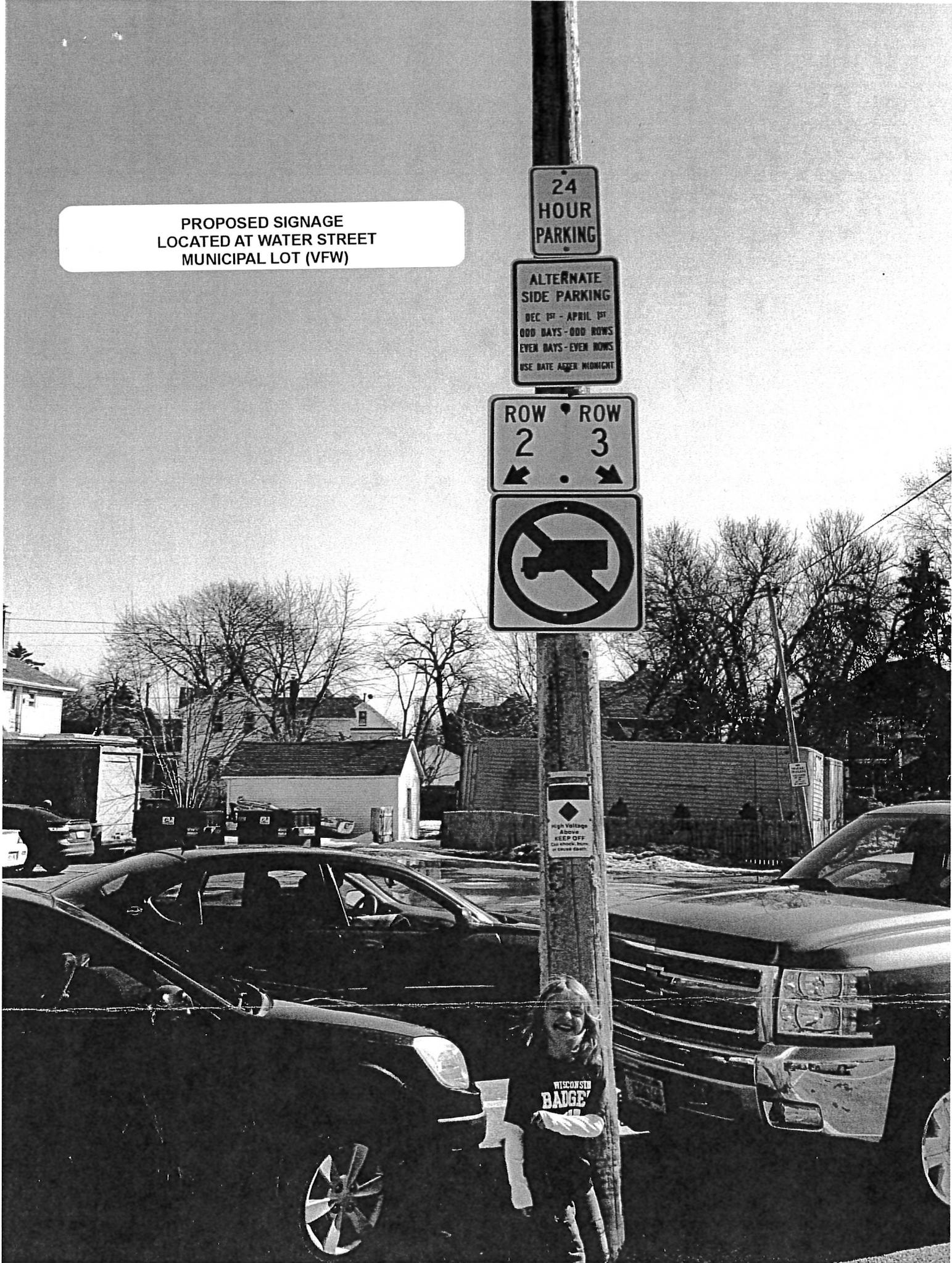
24  
HOUR  
PARKING

ALTERNATE  
SIDE PARKING  
DEC 1<sup>ST</sup> - APRIL 1<sup>ST</sup>  
ODD DAYS - ODD ROWS  
EVEN DAYS - EVEN ROWS  
USE DATE AFTER MIDNIGHT

ROW    ROW  
2       3  
↙     ↘



High Voltage  
Above  
KEEP OFF  
Call Electric, Water,  
or Gas Dept.



**Patrick Vander Sanden**

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**From:** Patrick Vander Sanden  
**Sent:** Wednesday, February 24, 2016 10:13 AM  
**To:** Patrick Vander Sanden  
**Subject:** RE: Ludington Offer

----- Forwarded message -----

**From:** **Sheri Huebner** <[sheri.huebner.sh@gmail.com](mailto:sheri.huebner.sh@gmail.com)>  
**Date:** Wed, Feb 3, 2016 at 10:52 AM  
**Subject:** Ludington Offer  
**To:** [pvandersanden@columbus.wi.us](mailto:pvandersanden@columbus.wi.us), Sue Baumer <[msuebaumer@gmail.com](mailto:msuebaumer@gmail.com)>

Atten: Patrick Vander Sanden and Mayor Kelly Crombie

Attached is an Offer to Purchase from the seller of 147 S. Ludington Street, City of Columbus, WI.

The Seller wants to present this Offer to Purchase for the City of use for their governmental purposes. One use could be for additional parking and/or drive through if the City decided to demolish the building.

Seller is looking just to remove this inventory from their books. Clear title will be given at time of closing to the City with no closing costs to the City. We have put an acceptance date on the Offer to the 23rd of February. This was added just as a precaution as the property is currently listed and available to the general public for sale. This date could be altered if the City required more time for deliberation.

Sincerely Submitted

M. Sue Baumer, Seller and

Sheri Huebner, CENTURY 21 Affiliated

920/210-1026  
[sheri.huebner.sh@gmail.com](mailto:sheri.huebner.sh@gmail.com)

**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON February 3, 2016 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 **GENERAL PROVISIONS** The Buyer, City of Columbus  
4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 147 S. Ludington Street  
5 \_\_\_\_\_ in the \_\_\_\_\_ City  
6 of \_\_\_\_\_ Columbus, County of \_\_\_\_\_ Columbia, 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: \_\_\_\_\_ Dollars (\$ 0).
- 9
- 10 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_ will be
- 11 mailed, or commercially or personally delivered within \_\_\_\_\_ n/a days of acceptance to listing broker or
- 12 \_\_\_\_\_.
- 13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
- 14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
- 15 not excluded at lines 20-22, and the following additional items: None
- 16 \_\_\_\_\_
- 17 \_\_\_\_\_

18 All personal property included in purchase price will be transferred by bill of sale or None

- 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 February 23, 2016. Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

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

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

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a  
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

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

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

39 Buyer's recipient for delivery (optional): \_\_\_\_\_

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

41 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_ Buyer: ( \_\_\_\_\_ ) \_\_\_\_\_

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

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

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

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

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): sheri.huebner.sh@gmail.com

54 E-Mail address for Buyer (optional): pvandersanden@columbus.wi.us

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 January 29, 2016  
59 and Real Estate Condition Report, if applicable, dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer  
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and  
61 \_\_\_\_\_

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

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

67 **CLOSING** This transaction is to be closed no later than March 25, 2016  
68 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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 n/a

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: None  
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: n/a  
117 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

178 **DEFINITIONS**

- 179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice  
 180 physically in the Party's possession, regardless of the method of delivery.
- 181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:
- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including  
 185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water  
 187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,  
 190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose  
 192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
 194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county  
 201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland  
 202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared  
 204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or  
 207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment  
 209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation  
 211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable  
 212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.
- 216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
 217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
 218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
 219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
 220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
 221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
 222 midnight of that day.
- 223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair  
 224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect  
 225 the expected normal life of the premises.
- 226 (Definitions Continued on page 6)

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

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

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

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

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

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

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

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

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

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

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

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

277 **ADDITIONAL PROVISIONS/CONTINGENCIES**  
278 \_\_\_\_\_  
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.

**TITLE EVIDENCE**

340 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if  
341 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  
342 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility  
343 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed  
344 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  
345 \_\_\_\_\_  
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.

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

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

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

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

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

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

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

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

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

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

480 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_  
481 \_\_\_\_\_ on \_\_\_\_\_

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

483 (X) \_\_\_\_\_ Date ▲  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ►

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

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

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

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

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

493 (X) M. Sae Baumer M Sae Baumer 2-3-16  
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

497 This Offer was presented to Seller by [Licensee and Firm] CENTURY 21 Affiliated/Sheri Huebner

498 \_\_\_\_\_ on 02/03/2016 at \_\_\_\_\_ a.m./p.m.

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

**SELLER DISCLOSURE REPORT - COMMERCIAL**

PROPERTY OWNER: Tate Enterprises

PROPERTY ADDRESS: 147 S. Ludington Street, Columbus,

OWNER HAS OWNED THE PROPERTY FOR \_\_\_\_\_ YEARS.

Wis. Admin. Code § RL 24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § RL 24.07(2) requires listing brokers to disclose all material adverse facts discovered in Broker's inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these license law duties. Owner's statements are a representation of Owner's knowledge of the Property's condition. It is not a property condition warranty by the Owner or any agent of the Owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the Property. In this form, "defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge.

CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (23).

- |  |     |                                     |        |
|--|-----|-------------------------------------|--------|
| 1. Defects in structural components, e.g. roof, foundation, basement or other walls?   | yes | <input checked="" type="radio"/> no | unsure |
| 2. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting?  | yes | <input checked="" type="radio"/> no | unsure |
| 3. Underground or above ground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?   | yes | <input checked="" type="radio"/> no | unsure |
| 4. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises?   | yes | <input checked="" type="radio"/> no | unsure |
| 5. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property?   | yes | <input checked="" type="radio"/> no | unsure |
| 6. Zoning or building code violations, any land division involving the property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way?  | yes | <input checked="" type="radio"/> no | unsure |
| 7. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district?  | yes | <input checked="" type="radio"/> no | unsure |
| 8. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property?  | yes | <input checked="" type="radio"/> no | unsure |
| 9. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition?   | yes | <input checked="" type="radio"/> no | unsure |
| 10. Flooding, standing water, drainage problems or other water problems on or affecting the Property?  | yes | <input checked="" type="radio"/> no | unsure |
| 11. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?   | yes | <input checked="" type="radio"/> no | unsure |
| 12. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?   | yes | <input checked="" type="radio"/> no | unsure |
| 13. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations?   | yes | <input checked="" type="radio"/> no | unsure |
| 14. The Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | yes | <input checked="" type="radio"/> no | unsure |

- 15. All, or part, of the Property is subject to, enrolled in or in violation of a Farmland Preservation Agreement (see 23) or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program? yes  no  unsure
- 16. A pier attached to the Property that is not in compliance with state or local pier regulations? yes  no  unsure   
See <http://dnr.wi.gov/> for information.
- 17. Governmental investigation or private assessment/audit (of environmental matters) ever being conducted? yes  no  unsure   
When and by whom? \_\_\_\_\_
- 18. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking? yes  no  unsure
- 19. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property? yes  no  unsure
- 20. A structure on the Property designated as a historic building, any part of the property located in a historic district, or burial sites or archeological artifacts on the Property? yes  no  unsure
- 21. Other defects affecting the property? yes  no  unsure
- 22. Use Value Assessments: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.
  - (a) The land has been assessed as agricultural land under Wis. Stat. § 70.32 (2r)? yes  no  unsure
  - (b) The land has been assessed a use-value conversion charge under Wis. Stat. § 74.485(2)? yes  no  unsure
  - (c) The payment of a use-value conversion charge has been deferred under Wis. Stat. § 74.485(4)? yes  no  unsure
- 23. Notice: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Call 608-224-4500 or visit <http://www.datcp.state.wi.us/workinglands/index.jsp> for more information.  
The property is in a certified farmland preservation zoning district or subject to a farmland preservation agreement? yes  no  unsure

EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

The Owner certifies that the information in this report is true and correct to the best of the Owner's knowledge as of the date below.

(X) *[Signature]* 1-29-16 (X) \_\_\_\_\_  
Signature ▲ Date ▲ Signature ▲ Date ▲

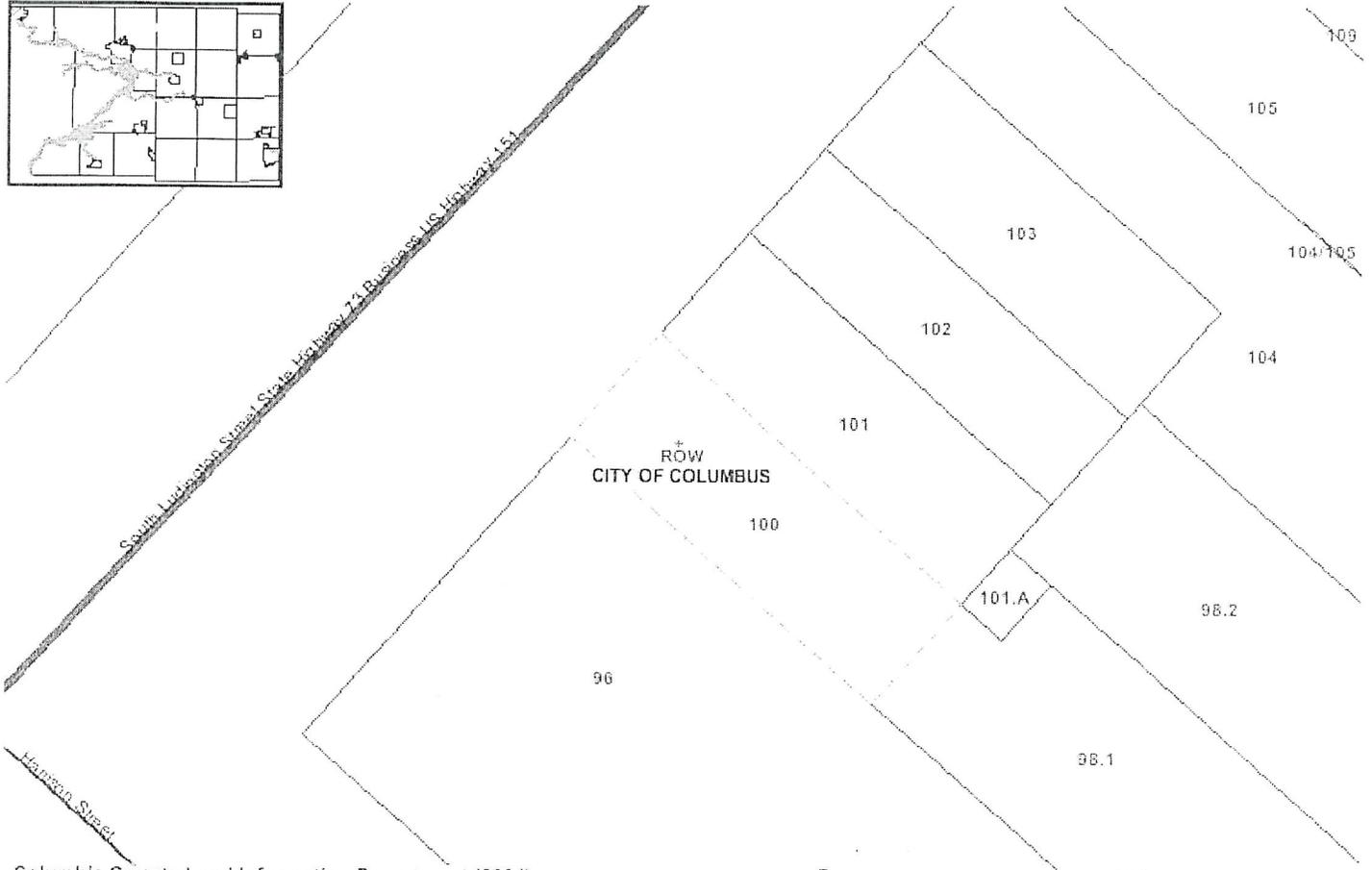
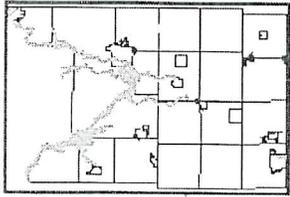
Broker certifies that Broker has inspected the property and that unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report.

\_\_\_\_\_  
Broker/Firm Name ▲ (X) \_\_\_\_\_  
By ▲ Date ▲

I acknowledge receipt of a copy of this report.

(X) \_\_\_\_\_ (X) \_\_\_\_\_  
Buyer's Signature ▲ Date ▲ Buyer's Signature ▲ Date ▲

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.  
This report form does not satisfy Wisconsin Statute Chapter 709 which generally applies to transfers of real estate containing 1-4 dwelling units.



Columbia County Land Information Department (2004)

## **CHAPTER 46**

## **FLOODPLAIN REGULATIONS**

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## CHAPTER 46 FLOODPLAIN REGULATIONS

### Statutory Authorization, Finding of Fact, Statement of Purpose, Title and General Provisions.

#### **Sec. 46-1. Statutory Authorization.**

This ordinance is adopted pursuant to the authorization in section 62.23, Stats; and the requirements in s. 87.30, Stats.

#### **Sec. 46-2. Finding of Fact.**

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare and tax base.

#### **Sec. 46-3. Statement of Purpose.**

This ordinance is intended to regulate floodplain development to:

- (a) Protect life, health and property;
- (b) Minimize expenditures of public funds for flood control projects;
- (c) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (d) Minimize business interruptions and other economic disruptions;
- (e) Minimize damage to public facilities in the floodplain;
- (f) Minimize the occurrence of future flood blight areas in the floodplain;
- (g) Discourage the victimization of unwary land and homebuyers;
- (h) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (i) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

#### **Sec. 46-4. Title.**

This ordinance shall be known as the Floodplain Zoning Ordinance for City of Columbus, Columbia County, Wisconsin.

**Sec. 46-5. General Provisions.**

(a) **Areas to be Regulated.** This ordinance regulates all areas that would be covered by the regional flood or base flood as shown on the Flood Insurance Rate Map (FIRM) or other maps approved by DNR. Base flood elevations are derived from the flood profiles in the Flood Insurance Study (FIS) and are shown as AE, A1-30, and AH Zones on the FIRM. Other regulatory zones are displayed as A and AO zones. Regional Flood Elevations (RFE) may be derived from other studies. If more than one map or revision is referenced, the most restrictive information shall apply.

(b) **Official Maps and Revisions.** The boundaries of all floodplain districts are designated as A, AE, AH, AO or A1-30 on the maps based on the Flood Insurance Study (FIS) listed below. Any change to the base flood elevations (BFE) or any changes to the boundaries of the floodplain or floodway in the FIS or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA through the Letter of Map Change process (see s. 46-36 Amendments) before it is effective. No changes to RFE's on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the office of the Columbus City Clerk. If more than one map or revision is referenced, the most restrictive information shall apply.

(1) **Official Maps Based on the FIS:**

- a. For Columbia County: Flood Insurance Rate Map (FIRM), panel number 55021C0606F, 55021C0607F, 55021C0608F, 55021C0609F, dated 05/16/2016; with corresponding profiles that are based on the Flood Insurance Study (FIS) volume numbers 55021CV001C, 55021CV002C dated 05/16/2016;
- b. For Dodge County: Flood Insurance Rate Map (FIRM), panel number 55027C0459F, dated 04/19/2010; with corresponding profiles that are based on the Flood Insurance Study (FIS) dated volume number 55027CV000A dated 04/19/2010.

Approved by: The DNR and FEMA

(2) **Official Maps Based on Other Studies.** Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development. (The following are examples of other types of maps you may need to adopt.)

- a. 100-Year Dam Failure Floodplain Map, dated (fill in map date), prepared by (fill in contractor.) Approved by: The DNR
- b. Letter of Map Revision (case number and date).

- (c) **Establishment of Floodplain Zoning Districts.** The regional floodplain areas are divided into three districts as follows:
- (1) The Floodway District (FW) is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters and are contained within AE Zones as shown on the FIRM.
  - (2) The Floodfringe District (FF) is that portion between the regional flood limits and the floodway and displayed as AE Zones on the FIRM.
  - (3) The General Floodplain District (GFP) is those areas that may be covered by floodwater during the regional flood and does not have a BFE or floodway boundary determined, including A, AH and AO zones on the FIRM.
- (d) **Locating Floodplain Boundaries.** Discrepancies between boundaries on the official floodplain zoning map and actual field conditions shall be resolved using the criteria in subd (1) or (2) below. If a significant difference exists, the map shall be amended according to s. 46-36. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined and for initiating any map amendments required under this section. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to s. 46-32(c) and the criteria in (1) and (2) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to s. 46-36.
- (1) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
  - (2) Where flood profiles do not exist for projects, the location of the boundary shall be determined by the map scale.
- (e) **Removal of Lands from Floodplain.** Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to s. 46-36.
- (f) **Compliance.** Any development or use within the areas regulated by this ordinance shall be in compliance with the terms of this ordinance, and other applicable local, state, and federal regulations.

- (g) **Municipalities and State Agencies Regulated.** Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Stats., applies.
- (h) **Abrogation and Greater Restrictions.**
- (1) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 62.23 or s. 87.30, Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
- (2) This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.
- (i) **Interpretation.** In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.
- (j) **Warning and Disclaimer of Liability.** The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.
- (k) **Severability.** Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.
- (l) **Annexed Areas for Cities and Villages.** The Columbia County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program* (NFIP). These

annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

**Sec. 46-6. General Standards Applicable to all Floodplain Districts.**

The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads; be constructed with flood-resistant materials; be constructed to minimize flood damages and to ensure that utility and mechanical equipment is designed and/or located so as to prevent water from entering or accumulating within the equipment during conditions of flooding.

Subdivisions shall be reviewed for compliance with the above standards. All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 46-30(b). Adequate drainage shall be provided to reduce exposure to flood hazards and all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damages.

**Sec. 46-7. Hydraulic and Hydrologic Analyses.**

- (a) No floodplain development shall:
- (1) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
  - (2) Cause any increase in the regional flood height due to floodplain storage area lost.
- (b) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of s. 46-36 are met.

**Sec. 46-8. Watercourse Alterations.**

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and

federal permits. The standards of s. 46-7 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to s. 46-36, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

**Sec. 46-9. Chapter 30, 31, Wis. Stats. , Development.**

Development which requires a permit from the Department, under chs. 30 and 31, Stats., such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to s. 46-36.

**Sec. 46-10. Public or Private Campgrounds.**

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- (a) The campground is approved by the Department of Health Services;
- (b) A land use permit for the campground is issued by the zoning administrator;
- (c) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;
- (d) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;
- (e) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (d) - to remain in compliance with all applicable regulations, including those of the state Department of Health Services and all other applicable regulations;
- (f) Only camping units that are fully licensed, if required, and ready for highway use are allowed;

- (g) The camping units shall not occupy any site in the campground for more than 180 consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of 24 hours;
- (h) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit for a period not to exceed 180 days and shall ensure compliance with all the provisions of this section;
- (i) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
- (j) All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in either the Floodway, Floodfringe or General Floodplain District for the floodplain district in which the structure is located;
- (k) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and
- (l) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

**Sec. 46-11. Floodway District (FW).**

**Sec. 46-12. Applicability.**

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to s. 46-24.

**Sec. 46-13. Permitted Uses.**

The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:

- they are not prohibited by any other ordinance;
  - they meet the standards in s. 46-14 and 46-15; and
  - all permits or certificates have been issued according to s. 46-30.
- (a) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.

- (b) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
- (c) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of s. 46-14(d).
- (d) Uses or structures accessory to open space uses, or classified as historic structures that comply with ss. 46-14 and 46-15.
- (e) Extraction of sand, gravel or other materials that comply with s. 46-14(d).
- (f) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.
- (g) Public utilities, streets and bridges that comply with s. 46-14(c).

**Sec. 46-14. Standards for Developments in the Floodway.**

(a) **General.**

- (1) Any development in the floodway shall comply with s. 46-6 and have a low flood damage potential.
- (2) Applicants shall provide the following data to determine the effects of the proposal according to s. 46-7 and 46-30(b)(3):
  - a. A cross-section elevation view of the proposal, perpendicular to the watercourse, showing if the proposed development will obstruct flow; or
  - b. An analysis calculating the effects of this proposal on regional flood height.
- (3) The zoning administrator shall deny the permit application if the project will cause any increase in the flood elevations upstream or downstream, based on the data submitted for subd. (2) above.

- (b) **Structures.** Structures accessory to permanent open space uses or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

- (1) Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
  - (2) Shall have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings shall be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
  - (3) Must be anchored to resist flotation, collapse, and lateral movement;
  - (4) Mechanical and utility equipment must be elevated or flood proofed to or above the flood protection elevation; and
  - (5) It must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
- (c) **Public Utilities, Streets and Bridges.** Public utilities, streets and bridges may be allowed by permit, if:
- (1) Adequate floodproofing measures are provided to the flood protection elevation; and
  - (2) Construction meets the development standards of s. 46-7.
- (d) **Fills or Deposition of Materials.** Fills or deposition of materials may be allowed by permit, if:
- (1) The requirements of s. 46-7 are met;
  - (2) No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;
  - (3) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
  - (4) The fill is not classified as a solid or hazardous material.

**Sec. 46-15. Prohibited Uses.**

All uses not listed as permitted uses in s. 46-13 are prohibited, including the following uses:

- (a) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;

- (b) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- (c) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- (d) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;
- (e) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;
- (f) Any solid or hazardous waste disposal sites;
- (g) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and
- (h) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

**Sec. 46-16. Floodfringe District (FF).**

**Sec. 46-17. Applicability.**

This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 46-24.

**Sec. 46-18. Permitted Uses.**

Any structure, land use, or development is allowed in the Floodfringe District if the standards in s. 46-19 are met, the use is not prohibited by this or any other ordinance or regulation and all permits or certificates specified in s. 46-30 have been issued.

**Sec. 46-19. Standards for Development in the Floodfringe.**

Section 46-7 shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of s. 46-25 for Nonconforming Uses;

- (a) **Residential Uses.** Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of s. 46-25;
- (1) The elevation of the lowest floor shall be at or above the flood protection elevation on fill unless the requirements of s 46-19 (a)(2) can be met. The fill shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure.
  - (2) The basement or crawlway floor may be placed at the regional flood elevation if it is dry floodproofed to the flood protection elevation. No basement or crawlway floor is allowed below the regional flood elevation;
  - (3) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (4).
  - (4) In developments where existing street or sewer line elevations make compliance with subd. (3) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
    - a. The municipality has written assurance from police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
    - b. The municipality has a DNR-approved emergency evacuation plan.
- (b) **Accessory Structures or Uses.** Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.
- (c) **Commercial Uses.** Any commercial structure which is erected, altered or moved into the floodfringe shall meet the requirements of s. 46-19(a). Subject to the requirements of s. 46-19(e), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (d) **Manufacturing and Industrial Uses.** Any manufacturing or industrial structure which is erected, altered or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s 46-34. Subject to the requirements of s. 46-19(e), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

- (e) **Storage of Materials.** Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with s. 46-34. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.
- (f) **Public Utilities, Streets and Bridges.** All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and
  - (1) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with s. 46-34.
  - (2) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.
- (g) **Sewage Systems.** All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 46-34(c), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.
- (h) **Wells.** All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to s. 46-34(c), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.
- (i) **Solid Waste Disposal Sites.** Disposal of solid or hazardous waste is prohibited in floodfringe areas.
- (j) **Deposition of Materials.** Any deposited material must meet all the provisions of this ordinance.
- (k) **Manufactured Homes.**
  - (1) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
  - (2) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
    - a. have the lowest floor elevated to the flood protection elevation; and
    - b. be anchored so they do not float, collapse or move laterally during a flood

- (3) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in s. 46-19(a).
- (m) **Mobile Recreational Vehicles.** All mobile recreational vehicles that are on site for 180 consecutive days or more or are not fully licensed and ready for highway use shall meet the elevation and anchoring requirements in s. 46-19 (k)(2) and (3). A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

**Sec. 46-20. General Floodplain District.**

**Sec. 46-21. Applicability.**

The provisions for this district shall apply to all floodplains mapped as A, AO or AH zones.

**Sec. 46-22. Permitted Uses.**

Pursuant to s. 46-24, it shall be determined whether the proposed use is located within the floodway or floodfringe.

Those uses permitted in the Floodway and Floodfringe Districts are allowed within the General Floodplain District, according to the standards of s. 46-23, provided that all permits or certificates required under s. 46-30 have been issued.

**Sec. 46-23. Standards for Development in the General Floodplain District.**

SS. 46-11 through 46-15 apply to floodway areas, and ss. 46-16 through 46-19 apply to floodfringe areas. The rest of this ordinance applies to either district.

- (a) In AO/AH Zones the structure's lowest floor must meet one of the conditions listed below whichever is higher:
  - (1) At or above the flood protection elevation; or
  - (2) Two (2) feet above the highest adjacent grade around the structure; or
  - (3) The depth as shown on the FIRM
- (b) In AO/AH zones, provide plans showing adequate drainage paths to guide floodwaters around structures.

**Sec. 46-24. Determining Floodway and Floodfringe Limits.**

Upon receiving an application for development within the general floodplain district, the zoning administrator shall:

- (a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures; and the flood zone as shown on the FIRM.
- (b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.
  - (1) A Hydrologic and Hydraulic Study as specified in s. 46-30(b)(3).
  - (2) Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;
  - (3) Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

#### **Sec. 46-25. Nonconforming Uses.**

#### **Sec. 46-26. General.**

- (a) Applicability. If these standards conform with s. 62.23(7)(h), Stats., they shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto.
- (b) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:
  - (1) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words “modification” and “addition” include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

- (2) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;
- (3) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;
- (4) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 46-19(a). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;
- (5) No maintenance to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 46-19(a).
- (6) If on a per event basis the total value of the work being done under (4) and (5) equals or exceeds 50% of the present equalized assessed value the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 46-19(a).

- (7) Except as provided in subd. (7), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.
- (8) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the minimum federal code requirements below are met and all required permits have been granted prior to the start of construction.
- a. **Residential Structures.**
1. Shall have the lowest floor, including basement, elevated to or above the base flood elevation using fill, pilings, columns, posts or perimeter walls. Perimeter walls must meet the requirements of s. 46-34(b).
  2. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy and shall be constructed with methods and materials resistant to flood damage.
  3. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
  4. In A Zones, obtain, review and utilize any flood data available from a federal, state or other source.
  5. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 46-23(a).
  6. In AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

b. **Nonresidential Structures.**

1. Shall meet the requirements of s. 46-26(b)(7)a1-6.
  2. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s. 46-34(a) or (b).
  3. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 46-23(a).
- (c) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with s. 46-14(a), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 46-34 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 46-26(b)(7)a if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

**Sec. 46-27. Floodway District.**

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:
- (1) Has been granted a permit or variance which meets all ordinance requirements;
  - (2) Meets the requirements of s. 46-26;
  - (3) Shall not increase the obstruction to flood flows or regional flood height;
  - (4) Any addition to the existing structure shall be floodproofed, pursuant to s. 46-34, by means other than the use of fill, to the flood protection elevation; and
  - (5) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
    - a. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;

- b. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
  - c. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
  - d. The use must be limited to parking, building access or limited storage.
- (b) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, s. 46-34(c) and ch. SPS 383, Wis. Adm. Code.
- (c) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 46-34(c) and chs. NR 811 and NR 812, Wis. Adm. Code.

**Sec. 46-28. Floodfringe District.**

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality, and meets the requirements of s. 46-19 except where s. 46-28(b) is applicable.
- (b) Where compliance with the provisions of subd. (a) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment/Appeals, using the procedures established in s. 46-34, may grant a variance from those provisions of subd. (a) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:
- (1) No floor is allowed below the regional flood elevation for residential or commercial structures;
  - (2) Human lives are not endangered;
  - (3) Public facilities, such as water or sewer, shall not be installed;
  - (4) Flood depths shall not exceed two feet;

- (5) Flood velocities shall not exceed two feet per second; and
  - (6) The structure shall not be used for storage of materials as described in s. 46-19(e).
- (c) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, 46-34(c) and ch. SPS 383, Wis. Adm. Code.
- (d) All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this ordinance, s. 46-34(c) and ch. NR 811 and NR 812, Wis. Adm. Code.

**Sec. 46-29. Administration.**

Where a zoning administrator, planning agency or a board of adjustment/appeals has already been appointed to administer a zoning ordinance adopted under 62.23(7), Stats., these officials shall also administer this ordinance.

**Sec. 46-30. Zoning Administrator.**

- (a) **Duties and Powers.** The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:
- (1) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
  - (2) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.
  - (3) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
  - (4) Keep records of all official actions such as:
    - a. All permits issued, inspections made, and work approved;
    - b. Documentation of certified lowest floor and regional flood elevations;
    - c. Floodproofing certificates.
    - d. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
    - e. All substantial damage assessment reports for floodplain structures.

- f. List of nonconforming structures and uses.
- (5) Submit copies of the following items to the Department Regional office:
    - a. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
    - b. Copies of case-by-case analyses and other required information including an annual summary of floodplain zoning actions taken.
    - c. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
  - (6) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.
  - (7) Submit copies of amendments to the FEMA Regional office.
- (b) **Land Use Permit.** A land use permit shall be obtained before any new development; repair, modification or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:
- (1) **General Information.**
    - a. Name and address of the applicant, property owner and contractor;
    - b. Legal description, proposed use, and whether it is new construction or a modification;
  - (2) **Site Development Plan.** A site plan drawn to scale shall be submitted with the permit application form and shall contain:
    - a. Location, dimensions, area and elevation of the lot;
    - b. Location of the ordinary highwater mark of any abutting navigable waterways;
    - c. Location of any structures with distances measured from the lot lines and street center lines;
    - d. Location of any existing or proposed on-site sewage systems or private water supply systems;
    - e. Location and elevation of existing or future access roads;

- f. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
- g. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
- h. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of s. 46-11 or 46-16 are met; and
- i. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 46-7. This may include any of the information noted in s. 46-14(a).

(3) **Hydraulic and Hydrologic Studies to Analyze Development.** All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

a. **Zone A floodplains:**

1. Hydrology

- i. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

2. **Hydraulic Modeling.** The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

- i. Determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
- ii. Channel sections must be surveyed.
- iii. Minimum four foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.

- iv. A maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
  - v. The most current version of HEC\_RAS shall be used.
  - vi. A survey of bridge and culvert openings and the top of road is required at each structure.
  - vii. Additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
  - viii. Standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
  - ix. The model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.
3. **Mapping.** A work map of the reach studied shall be provided, showing all cross section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.
- i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.

- ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.
- b. **Zone AE Floodplains.**
- 1. **Hydrology.** If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
  - 2. **Hydraulic Model.** The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:
    - i. **Duplicate Effective Model.** The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.
    - ii. **Corrected Effective Model.** The Corrected Effective Model shall not include any man-made physical changes since the effective model date, but shall import the model into the most current version of HEC-RAS for Department review.
    - iii. **Existing (Pre-Project Conditions) Model.** The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
    - iv. **Revised (Post-Project Conditions) Model.** The Revised (Post-Project Conditions) Model shall incorporate the

Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.

- v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
- vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and topwidths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

3. **Mapping.** Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

- i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.
- ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
- iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
- iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used then all supporting documentation or metadata must be included with the data submission along with the Universal

Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

- v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
- vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
- vii. Both the current and proposed floodways shall be shown on the map.
- viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

(4) **Expiration.** All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause.

(c) **Certificate of Compliance.** No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

- (1) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
- (2) Application for such certificate shall be concurrent with the application for a permit;
- (3) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
- (4) The applicant shall submit a certification signed by a registered professional engineer, architect or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued.

Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 46-34 are met.

- (d) **Other Permits.** Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

**Sec. 46-31. Zoning Agency.**

- (a) The Plan Commission shall:
  - (1) Oversee the functions of the office of the zoning administrator; and
  - (2) Review and advise the governing body on all proposed amendments to this ordinance, maps and text.
- (b) The Plan Commission shall not:
  - (1) Grant variances to the terms of the ordinance in place of action by the Board of Adjustment/Appeals; or
  - (2) Amend the text or zoning maps in place of official action by the governing body.

**Sec. 46-32. Board of Appeals.**

The Board of Appeals created under s. 62.23(7)(e), Stats., is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the Board.

- (a) **Powers and Duties.** The Board of Appeals shall:
  - (1) **Appeals** - Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;
  - (2) **Boundary Disputes** - Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
  - (3) **Variances** - Hear and decide, upon appeal, variances from the ordinance standards.
- (b) **Appeals to the Board.**
  - (1) Appeals to the Board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing

with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.

- (2) Notice and Hearing for Appeals Including Variances.
  - a. Notice. The board shall:
    1. Fix a reasonable time for the hearing;
    2. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place and subject of the hearing; and
    3. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.
  - b. Hearing. Any party may appear in person or by agent. The Board shall:
    1. Resolve boundary disputes according to s. 46-32(c);
    2. Decide variance applications according to s. 46-34(d); and
    3. Decide appeals of permit denials according to s. 46-33.
- (3) Decision. The final decision regarding the appeal or variance application shall:
  - a. Be made within a reasonable time;
  - b. Be sent to the Department Regional office within 10 days of the decision;
  - c. Be a written determination signed by the chairman or secretary of the Board;
  - d. State the specific facts which are the basis for the Board's decision;
  - e. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
  - f. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

- (c) **Boundary Disputes.** The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:
- (1) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary. If none exist, other evidence may be examined;
  - (2) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and
  - (3) If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to s. 46-36.
- (d) **Variance.**
- (1) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:
    - a. Literal enforcement of the ordinance will cause unnecessary hardship;
    - b. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
    - c. The variance is not contrary to the public interest; and
    - d. The variance is consistent with the purpose of this ordinance in s. 46-3.
  - (2) In addition to the criteria in subd. (1), to qualify for a variance under FEMA regulations, the following criteria must be met:
    - a. The variance shall not cause any increase in the regional flood elevation;
    - b. Variances can only be granted for lots that are less than one-half acre and are contiguous to existing structures constructed below the RFE; and
    - c. Variances shall only be granted upon a showing of good and sufficient cause, shall be the minimum relief necessary, shall not cause increased risks to public safety or nuisances, shall not increase costs for rescue and relief efforts and shall not be contrary to the purpose of the ordinance.

- (3) A variance shall not:
  - a. Grant, extend or increase any use prohibited in the zoning district;
  - b. Be granted for a hardship based solely on an economic gain or loss;
  - c. Be granted for a hardship which is self-created.
  - d. Damage the rights or property values of other persons in the area;
  - e. Allow actions without the amendments to this ordinance or map(s) required in s. 46-36; and
  - f. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.
- (4) When a floodplain variance is granted the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

**Sec. 46-33. To Review Appeals of Permit Denials.**

- (a) The Board shall review all data related to the appeal. This may include:
  - (1) Permit application data listed in s. 46-30(b);
  - (2) Floodway/floodfringe determination data in s. 46-24;
  - (3) Data listed in s. 46-14(a)(2) where the applicant has not submitted this information to the zoning administrator; and
  - (4) Other data submitted with the application, or submitted to the Board with the appeal.
- (b) For appeals of all denied permits the Board shall:
  - (1) Follow the procedures of s. 46-32;
  - (2) Consider zoning agency recommendations; and
  - (3) Either uphold the denial or grant the appeal.
- (c) For appeals concerning increases in regional flood elevation the Board shall:
  - (1) Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood

profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of s. 46-36 Amendments; and

- (2) Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

**Sec. 46-34. Floodproofing Standards for Nonconforming Structures or Uses.**

- (a) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to the flood protection elevation and submits a FEMA Floodproofing Certificate.
- (b) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:
  - (1) Certified by a registered professional engineer or architect; or
  - (2) Meets or exceeds the following standards:
    - a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
    - b. The bottom of all openings shall be no higher than one foot above grade; and
    - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (c) Floodproofing measures shall be designed, as appropriate, to:
  - (1) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
  - (2) Protect structures to the flood protection elevation;
  - (3) Anchor structures to foundations to resist flotation and lateral movement;
  - (4) Minimize or eliminate infiltration of flood waters; and
  - (5) Minimize or eliminate discharges into flood waters.

**Sec. 46-35. Public Information.**

- (a) Place marks on structures to show the depth of inundation during the regional flood.
- (b) All maps, engineering data and regulations shall be available and widely distributed.
- (c) Real estate transfers should show what floodplain district any real property is in.

**Sec. 46-36. Amendments.**

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 46-37.

- (a) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 46-37. Any such alterations must be reviewed and approved by FEMA and the DNR.
- (b) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 46-37.

**Sec. 46-37. General.**

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in s. 46-38 below. Actions which require an amendment to the ordinance and/ or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (a) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (b) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (c) Any changes to any other officially adopted floodplain maps listed in 46-5 (b)(2);
- (d) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (e) Correction of discrepancies between the water surface profiles and floodplain maps;

- (f) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
- (g) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

**Sec. 46-38. Procedures.**

Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats. The petitions shall include all data required by ss. 46-24 and 46-30(b). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (a) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats.
- (b) No amendments shall become effective until reviewed and approved by the Department.
- (c) ~~All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.~~

**Sec. 46-39. Enforcement and Penalties.**

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not less than \$ 100.00 and not more than \$500.00, together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Stats.

**Sec. 46-40. Definitions.**

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural

number includes the singular. The word “may” is permissive, “shall” is mandatory and is not discretionary.

1. A ZONES – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.
2. AH ZONE – See “AREA OF SHALLOW FLOODING”.
3. AO ZONE – See “AREA OF SHALLOW FLOODING”.
4. ACCESSORY STRUCTURE OR USE – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building.
5. ALTERATION – An enhancement, upgrading or substantial change or modifications other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.
6. AREA OF SHALLOW FLOODING – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community’s Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.
7. BASE FLOOD – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.
8. BASEMENT – Any enclosed area of a building having its floor sub-grade, i.e., below ground level, on all sides.
9. BUILDING – See STRUCTURE.
10. BULKHEAD LINE – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.

11. CAMPGROUND – Any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.
12. CAMPING UNIT – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.
13. CERTIFICATE OF COMPLIANCE – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.
14. CHANNEL – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.
15. CRAWLWAYS or CRAWL SPACE – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.
16. DECK – An unenclosed exterior structure that has no roof or sides, but has a permeable floor which allows the infiltration of precipitation.
17. DEPARTMENT – The Wisconsin Department of Natural Resources.
18. DEVELOPMENT – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.
19. DRYLAND ACCESS – A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.
20. ENCROACHMENT – Any fill, structure, equipment, use or development in the floodway.

21. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – The federal agency that administers the National Flood Insurance Program.
22. FLOOD INSURANCE RATE MAP (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.
23. FLOOD or FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:
  - The overflow or rise of inland waters;
  - The rapid accumulation or runoff of surface waters from any source;
  - The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
  - The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.
24. FLOOD FREQUENCY – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.
25. FLOODFRINGE – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.
26. FLOOD HAZARD BOUNDARY MAP – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.
27. FLOOD INSURANCE STUDY – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

28. FLOODPLAIN – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe, and may include other designated floodplain areas for regulatory purposes.
29. FLOODPLAIN ISLAND – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.
30. FLOODPLAIN MANAGEMENT – Policy and procedures to insure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.
31. FLOOD PROFILE – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.
32. FLOODPROOFING – Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.
33. FLOOD PROTECTION ELEVATION – An elevation of two feet of freeboard above the water surface profile elevation designated for the regional flood. (Also see: FREEBOARD.)

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34. FLOOD STORAGE – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.
35. FLOODWAY – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.
36. FREEBOARD – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.
37. HABITABLE STRUCTURE – Any structure or portion thereof used or designed for human habitation.
38. HEARING NOTICE – Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2

notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

39. HIGH FLOOD DAMAGE POTENTIAL – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.
40. HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
41. HISTORIC STRUCTURE – Any structure that is either:
  - Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
  - Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  - Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
  - Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.
42. INCREASE IN REGIONAL FLOOD HEIGHT – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.
43. LAND USE – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)
44. LOWEST ADJACENT GRADE – Elevation of the lowest ground surface that touches any of the exterior walls of a building.
45. LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as

to render the structure in violation of the applicable non-elevation design requirements of 44 CFR 60.3.

46. MAINTENANCE – The act or process of restoring to original soundness, including redecorating, refinishing, non-structural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.
47. MANUFACTURED HOME – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."
48. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.
49. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.
50. MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.
51. MOBILE RECREATIONAL VEHICLE – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."
52. MODEL, CORRECTED EFFECTIVE – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional

cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

53. MODEL, DUPLICATE EFFECTIVE – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.
54. MODEL, EFFECTIVE – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.
55. MODEL, EXISTING (PRE-PROJECT) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.
56. MODEL, REVISED (POST-PROJECT) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.
57. MUNICIPALITY or MUNICIPAL – The county, city or village governmental units enacting, administering and enforcing this zoning ordinance.
58. NAVD or NORTH AMERICAN VERTICAL DATUM – Elevations referenced to mean sea level datum, 1988 adjustment.
59. NGVD or NATIONAL GEODETIC VERTICAL DATUM – Elevations referenced to mean sea level datum, 1929 adjustment.
60. NEW CONSTRUCTION – For floodplain management purposes, “new construction” means structures for which the start of construction commenced on or after the effective date of floodplain zoning regulations adopted by this community and includes any subsequent improvements to such structures. For the purpose of determining flood insurance rates, it includes any structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.
61. NONCONFORMING STRUCTURE – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the

lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

62. NONCONFORMING USE – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)
63. OBSTRUCTION TO FLOW – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.
64. OFFICIAL FLOODPLAIN ZONING MAP – That map, adopted and made part of this ordinance, as described in s. 46-5(b), which has been approved by the Department and FEMA.
65. OPEN SPACE USE – Those uses having a relatively low flood damage potential and not involving structures.
66. ORDINARY HIGHWATER MARK – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

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67. PERSON – An individual or group of individuals, corporation, partnership, association, municipality or state agency.
68. PRIVATE SEWAGE SYSTEM – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.
69. PUBLIC UTILITIES – Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.
70. REASONABLY SAFE FROM FLOODING – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

71. REGIONAL FLOOD – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.
72. START OF CONSTRUCTION – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
73. STRUCTURE – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.
74. SUBDIVISION – Has the meaning given in s. 236.02(12), Wis. Stats.
75. SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.
76. SUBSTANTIAL IMPROVEMENT – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not, however, include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that

the alteration will not preclude the structure's continued designation as a historic structure.

77. UNNECESSARY HARDSHIP – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.
78. VARIANCE – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.
79. VIOLATION – The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.
80. WATERSHED – The entire region contributing runoff or surface water to a watercourse or body of water.
81. WATER SURFACE PROFILE – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.
82. WELL – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.