



COMMON COUNCIL MEETING AGENDA

October 14, 2025 at 6:30 PM
303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Discussion and Action Regarding Minutes**

- [a.](#) September 23, 2025
- [b.](#) September 30, 2025 - Special Council Meeting

4. **Citizens Address to the Council**

Public comments from citizens regarding items on, or not on the agenda. Register before speaking. State full name and full address when addressing the Council. The Council members may not debate but can ask clarifying questions with the citizens making the comments. Individual presentations are limited to three minutes.

5. **Reports from Committees, Boards, and Commissions**

Chair/Representative of Body please state your full name and the Body you are representing

6. **Personnel and Negotiating Committee Report**

- [a.](#) Discussion and Action Regarding the 2026 Wage Step Scale Increase
- [b.](#) Discussion and Action Certifying CPI at 2.7%

7. **Public Works Committee Report**

- [a.](#) Discussion and Action Regarding Change Order #3 (Olympic Builders) for a Decrease in the Amount of (\$315,128.98)
- [b.](#) Discussion and Action Regarding Pay App #17 (Revised) to Olympic Builders in the Amount of \$256,234.14
- [c.](#) Discussion and Action Regarding Pay App #3 to A-1 Excavating in the Amount of \$18,175.65

8. **Finance and Purchasing Committee Report**

- [a.](#) Discussion and Action Regarding Vouchers In the Amount of \$436,884.41
- [b.](#) Discussion and Action Regarding Pay App #2 to Market and Johnson in the Amount of \$210,047.83

9. Fire Chief's Report

- [a.](#) September 2025

10. City Council Report

11. Mayor's Report

- [a.](#) Discussion and Action Regarding the Mayoral Appointment of Casey Radcliff to the Aldermanic District of Ward 6

12. City Administrator's Report

- [a.](#) Discussion and Action Regarding the Developer Agreement (DA) Amendment - Sawyer Ridge, LLC
- [b.](#) Discussion and Action Regarding the Collateral Assignment of the Developer Agreement (DA) with City Consent
- [c.](#) Discussion and Action Regarding Transfer of Current Developer Agreement (DA) with M80 to Perspective Buyer
- [d.](#) Discussion Regarding Current Rules and Regulations Around Hunting Within City Limits

13. Closed Session: Pursuant to Wisconsin State Statute 19.85(1)(c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

- [a.](#) 2026 Wage Increase

14. Reconvene in Open Session

15. Discussion and Action as a Result of Closed Session Matters

16. Adjourn

NOTICE:

It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Deputy Clerk Carole Wolff at (608) 747-2706.

Any member of the public wishing to join the meeting telephonically should call City Hall by 4pm the day of the meeting. Staff will be happy to provide instructions on joining the meeting by phone. City Hall main number: 608-847-6676



COMMON COUNCIL MEETING MINUTES

September 23, 2025 at 6:30 PM
303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call:** The Common Council Meeting was called to order on September 23, 2025, by Mayor Teske at 6:31 p.m. Members present were Jim Allaby, Leanna Hagen, Kayla Thomas, Barb Hoilien, Vivian Gabower, and Mary Bender. Also present were Mayor Darryl Teske, City Administrator Daron Haugh, Director of Public Works Rob Nelson, Police Chief Mike Zilisch, and Deputy Clerk Carole Wolff.
2. **Pledge of Allegiance:** Mayor Teske led the Pledge of Allegiance.
3. **Minutes:** Motion by Hoilien, seconded by Hagen, to approve the September 9, 2025 minutes. Motion carried by voice vote.
4. **Public Hearing:** Mayor Teske opened the public hearing regarding Slama Equipment Conditional Use Permit to Install an Interstate Sign. No members of the public were in attendance.
5. **Close Public Hearing:** Motion by Hagen, seconded by Allaby, to close the public hearing. Motion carried by voice vote. Public hearing was closed at 6:33 p.m.
6. **Slama Equipment Conditional Use Permit to Install an Interstate Sign:** Motion by Allaby, seconded by Hoilien, to approve the Conditional Use Permit for Slama to install an interstate sign. Motion carried by voice vote.
7. **Second Reading and Action Regarding Ordinance 2025-2078 Amending Mauston-Lemonweir Extraterritorial Zoning Map:** Motion by Thomas, seconded by Hagen, to approve Ordinance 2025-2078. Motion carried by voice vote.
8. **Citizens Address to the Council:** None
9. **Reports from Committees, Boards, and Commissions**

Mauston Area Ambulance: The 2026 budget was approved, reflecting a minimal increase for residents, which will be included in their water bills next year.

Greater Mauston Tourism Association: (GMTA) approved the Christmas Tree Fundraiser. Trees will be decorated and displayed to help spruce up Riverside Park. Mauston High School is donating their time to cut the boards. Lights must be battery-operated or solar-powered; business and organizations may add decorations. Trees will be distributed beginning October 11, with setup planned for early November.

Holiday Parade: No updates at this time

Veterans Memorial Project: Enough donations have been received to order the granite.

Other: It was noted that citizens have observed the city lights are now brighter due to the replacement of fixtures with LEDs, and as a result, residents feel safer and more secure

10. Public Works Committee Report

- a. Update on Waste Water Treatment Plant Project - A new blower has been added, and the aeration system has been repaired and is operating as intended. Paving is scheduled for next week, and lawn restoration has been completed. Building reroofing is finished. Utilities for the South Side project will begin work on Monday, September 29, 2025, with the project scheduled for completion the first week of November. One issue noted involved a disturbance of a nearby soybean field.

11. Finance and Purchasing Committee Report

- a. Vouchers: Motion by Hoilien, seconded by Gabower, to approve the vouchers in the amount of \$529,464.27. Motion carried by unanimous voice vote.
- b. Mauston Police Vehicle Replacement Quote from Ewald Automotive Group: Motion by Hoilien, seconded by Gabower to approve the quote in the Amount of \$47,532.00. Motion carried by unanimous voice vote. It was noted that the vehicle will be utilized for the next 6 – 7 years.
- c. Pay App #1 to Market & Johnson for the Library Renovation: Motion by Hoilien, seconded by Gabower, to approve Pay App #1 in the Amount of \$31,080.45. Motion carried by unanimous voice vote.

12. Police Chief's Report

Chief Zilisch reviewed the August report. The K9 unit continues regular training – Ongoing Officer training includes firearms qualifications. Mental health awareness badges have been received and will be incorporated into the regular rotation.

13. City Council Report

Aldersperson Thomas shared that residents have raised concerns about bed bugs within the community. She noted that the issue is frustrating and unsettling for those affected; bed bugs are not considered a public health hazard, as they do not carry disease. Discussion acknowledged the lack of clear case law and limited regulatory authority, which makes addressing the problem more challenging.

14. Mayor's Report

Mayor Teske, City Administrator Daron Haugh, and Police Chief Mike Zilisch attended the League of Wisconsin Municipalities Annual Conference, where they connected with leaders from across

the state. The conference emphasized practical solutions, collaboration, and inspiration for municipal service and community well-being. Key topics of discussion included:

Public Safety Service Models: Evolving approaches to service delivery were reviewed, including options for joint EMS services and opportunities for resource sharing between municipalities. Participants also addressed challenges with current reimbursement structures and expressed support for reforms to EMS funding, including proposals to increase Medicaid reimbursement for EMS calls.

Reimagining Public Safety: Municipal leaders were encouraged to think beyond traditional crime statistics and consider new measures of success that reflect community well-being, equity, and holistic safety outcomes.

Mayor Teske noted that the meeting provided valuable insight into statewide challenges and opportunities, emphasizing collaboration and advocacy as key strategies for addressing public safety needs.

- a. Mayoral Appointments: Motion by Hoilien, seconded by Bender, to approve the mayoral appointments as presented. Motion carried by voice vote.

Kayla Thomas to the Personnel and Negotiating Committee

Jim Allaby to the Public Works Committee

Leanna Hagen to the Finance and Purchasing Committee

15. City Administrator's Report

- a. Special Council Meeting on September 30, 2025, at 5:30 p.m. Regarding Tax Incremental District (TID) No. 6 Project Plan Creation: Meeting date and time were confirmed.

- 16. **Adjourn:** Motion by Hoilien, seconded by Allaby, to adjourn. Motion carried by voice vote. Meeting adjourned at 7:18 p.m.

Chair

Date



SPECIAL COMMON COUNCIL MEETING MINUTES

September 30, 2025 at 5:30 PM
303 Mansion Street Mauston, WI

- 1. Call to Order/Roll Call:** The Mauston Common Council met in a special session on Tuesday, September 30, 2025. Mayor Darryl Teske called the meeting to order at 5:41 p.m. Members present were Vivian Gabower, Mary Bender, Barb Hoilien, Jim Allaby. Kayla Thomas attended by phone. Absent was Leanna Hagen. Also present were Mayor Darryl Teske, City Administrator Daron Haugh, Ehlers Representative Sean Lentz, and Deputy Clerk Carole Wolff.
- 2. Pledge of Allegiance:** Mayor Teske led the Pledge of Allegiance.
- 3. Resolution Creating Tax Incremental District No. 6 Approving its Project Plan and Establishing its Boundaries:** Sean Lentz from Ehlers reviewed the creation of the proposed district, including its boundaries and project plan. He explained that Tax Incremental Financing (TIF) is a tool for economic development by capturing tax revenue from new value created above the property's base value. The plan provides funding for infrastructure and development incentives to support new industrial opportunities. Construction is projected to begin in 2026, creating an estimated \$16 million in new value and generating \$5.1 million in incremental revenue through 2046. Motion by Allaby, seconded by Bender, to approve the 2025-13 Resolution to Establish TID No. 6. Motion carried by voice vote.
- 4. Adjourn:** Motion by Allaby, seconded by Bender, to adjourn. Motion carried by voice vote. Meeting adjourned at 6:06 p.m.

Chair

Date



MEMO

To: Mayor Teske – Personnel Committee
From: Daron J Haugh – City Administrator
Subject: 2026 Proposed Wage Step Scale
Date: 2025-10-14

With the Consumer Price Index (CPI) now at 2.7%, all wages have been adjusted to reflect this change. I recommend we adopt the following wage step scale:

- Employees with a performance evaluation score above 2.3 but below 3.0 will advance one step.
- Employees with a score of 3.0 up to, but not including, 3.5 will advance two steps.
- Employees who score 3.5 or higher will advance three steps.

These step increases have already been included in the proposed budget. A hard copy of the budget will be provided to the council for review following the meeting.

CHANGE ORDER NO. 003

Owner: City of Mauston Owner's Project No.: 00044084
Engineer: MSA Professional Services Engineer's Project No.: 00044088
Project: Wastewater Treatment Facility Upgrade
Date Issued: 12/13/2023 Effective Date of Change Order: 09/12/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Clean wet well, use simulated wood plastic siding on main lift station building, change in sluice gate scope of work, blower building roof replacement, air relief valves installed on influent pumps, garage catch basin drain replacement, infill cavity under garage floor and replace floor, grout inject basement walls in Lab/Office building, adjust influent manhole cover elevation

Attachments:

RFCO response to RFP 002, RFCO for main lift siding, RFCO response to RFP 003, RFCO response to RFP 005, RFCO response to RFP 006, and a RFCO for T&M for the influent pump ARVs, RFCO for T&M for manhole adjustments

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 7,694,375.00	Original Contract Times: Substantial Completion: July 31, 2025 Ready for final payment: December 30, 2025
{Increase} {Decrease} from previously approved Change Orders No. 1 to No. 2 \$ 381,897.20	{Increase} {Decrease} from previously approved Change Orders No. 1 to No. {Number of previous Change Order} : Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: \$ 7,312,477.80	Contract Times prior to this Change Order: Substantial Completion: July 31, 2025 Ready for final payment: December 30, 2025
DECREASE of this Change Order: \$ 315,128.98	No change this Change Order: Substantial Completion: July 31, 2025 Ready for final payment: December 30, 2025
Contract Price incorporating this Change Order: \$ 6,997,348.82	Contract Times with all approved Change Orders: Substantial Completion: July 31, 2025 Ready for final payment: December 30, 2025

Recommended by Engineer (if required)	Accepted by Contractor
By: <u>[Signature]</u>	<u>[Signature]</u>
Title: Project RPR	CEO
Date: 9/12/2025	10/7/25
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

Contractor's Application for Payment

Owner:	City of Mauston, WI	Owner's Project No.:	
Engineer:	MSA Professional Services	Engineer's Project No.:	00044084
Contractor:	Olympic Builders Gen. Contr., Inc.	Contractor's Project No.:	831
Project:	Mauston 2023 WWTF Upgrade		
Contract:			
Application No.:	17- REVISER	Application Date:	8/26/2025
Application Period:	From 7/26/2025	to	8/26/2025

1. Original Contract Price	\$	7,694,375.00
2. Net change by Change Orders	\$	(381,897.20)
3. Current Contract Price (Line 1 + Line 2)	\$	7,312,477.80
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	6,439,854.34
5. Retainage		
a. 5% X \$ 6,439,854.34 Work Completed	\$	321,992.72
b. 5% X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	321,992.72
6. Amount eligible to date (Line 4 - Line 5.c)	\$	6,117,861.62
7. Less previous payments (Line 6 from prior application)	\$	5,861,627.48
8. Amount due this application	\$	256,234.14
9. Balance to finish, including retainage (Line 3 - Line 4+5c)	\$	1,194,616.18

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	Olympic Builders General Contractors, Inc.
Signature:	<u>Julie Fehnke</u> Date <u>8/26/2025</u>
Recommended by Engineer	Approved by Owner
By: Steven Sell	By:
Title: Project Manager	Title:
Date: 9/16/2025	Date:
Approved by Funding Agency	
By:	By:
Title:	Title:
Date:	Date:

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Mauston	Owner's Project No.:	
Engineer:	MSA Professional Services	Engineer's Project No.:	44084
Contractor:	Olympic Builders General Contractors, Inc.	Contractor's Project No.:	831
Project:	Mauston 2023 WWTF Upgrade		
Contract:	General Construction		

Application No.:		17- REVISED		Application Period:		From		07/26/25		to		08/26/25		Application Date:		08/26/25	
A		B		C		D		E		F		G		H		I	
Item No.		Description		Scheduled Value (\$)		(D + E) From Previous Application (\$)		This Period (\$)		Materials Currently Stored (not in D or E) (\$)		Work Completed and Materials Stored to Date (D + E + F) (\$)		% of Scheduled Value (G / C) (%)		Balance to Finish (C - G) (\$)	
Original Contract																	
1		Performance & Payment Bonds		87,482.00	87,482.00							87,482.00		100%		-	
2		LAGOON (STR 30)										-					
3		Sludge Removal Lagoons 1 & 5		1,300,000.00	1,300,000.00							1,300,000.00		100%		-	
4		Water Transferring Lagoons 2, 3 & 4		65,253.35	50,000.00				15,253.35			65,253.35		100%		-	
5		Supervision		84,861.00	70,000.00				5,000.00			75,000.00		88%		9,861.00	
6		Aeration Equipment		238,500.00	248,500.00				-			248,500.00		104%		(10,000.00)	
7		General Requirements		100,482.00	86,100.00				5,000.00			91,100.00		91%		9,382.00	
8		Asphalt - Lagoon #1										-				-	
9		Material		9,789.86								-			0%	9,789.86	
10		Labor/Equipment		12,459.82								-			0%	12,459.82	
11		Asphalt - Lagoon #5										-				-	
12		Material		34,733.25								-			0%	34,733.25	
13		Labor/Equipment		37,066.76								-			0%	37,066.76	
14		Gritscreen		15,682.00								-			0%	15,682.00	
15		Dewatering		45,000.00								-			0%	45,000.00	
16		By-Pass Pumping		65,000.00								-			0%	65,000.00	
17		Selective Structure Demo		53,300.00	48,130.00				5,170.00			53,300.00		100%		-	
		Hazard Materials - ALLOWANCE		10,000.00	2,850.00							2,850.00		29%		7,150.00	
18		Earthwork		33,800.00	13,800.00				41%			13,800.00		41%		20,000.00	
19		Exterior Improvements		6,300.00	3,100.00							3,100.00		49%		3,200.00	
20		Utilities-Yard Piping/Manholes		251,700.00	239,723.00				10,000.00			249,723.00		99%		1,977.00	
21		Process Integration - Process Piping		35,900.00	35,900.00							35,900.00		100%		-	
22		Process Integration - Blowers		1,300.00	1,300.00							1,300.00		100%		-	
23		Pollution Control - Valves & Specialties		43,100.00	42,270.00				830.00			43,100.00		100%		-	
24		Pollution Control - Aeration System		12,500.00	11,000.00				1,500.00			12,500.00		100%		-	
25		MAIN LIFT STATION (STR 10)										-				-	
26		Supervision		110,784.00	91,000.00				5,000.00			96,000.00		87%		14,784.00	
27		Concrete - Materials		22,610.00	16,000.00				5,000.00			21,000.00		93%		1,610.00	
28		Concrete - Labor		105,820.00	92,000.00				10,000.00			102,000.00		96%		3,820.00	
29		Demo		30,651.00	29,000.00				1,651.00			30,651.00		100%		-	
30		Demo - Labor		88,182.00	79,000.00				9,182.00			88,182.00		100%		-	
31		Carpentry - Materials		60,950.00	50,000.00				5,000.00			55,000.00		90%		5,950.00	
32		Carpentry - Labor		61,590.00	45,000.00				5,000.00			50,000.00		81%		11,590.00	
33		Masonry		26,550.00	21,240.00							21,240.00		80%		5,310.00	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Mauston	Owner's Project No.:	
Engineer:	MSA Professional Services	Engineer's Project No.:	44084
Contractor:	Olympic Builders General Contractors, Inc.	Contractor's Project No.:	831
Project:	Mauston 2023 WWTF Upgrade		
Contract:	General Construction		

Application No.:		17- REVISED	Application Period:		From	to		Application Date:		08/26/25	08/26/25	
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No.	Description	Scheduled Value (\$)	(D+E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C)	Balance to Finish (C - G) (\$)				
34	By-Pass Pumping	150,000.00	150,000.00	5,000.00		155,000.00	103%	(5,000.00)				
35	General Requirements	101,182.00	85,000.00			85,000.00	84%	16,182.00				
36	Asphalt - Material	21,136.22					0%	21,136.22				
37	Asphalt - Labor/Equipment	27,142.00					0%	27,142.00				
38	Insulation	8,000.00	2,000.00	6,000.00		8,000.00	100%					
39	Gates (LA)	430,000.00	430,000.00			430,000.00	100%					
40	Crane Engineering (Pumps)	225,000.00	225,000.00			225,000.00	100%					
41	High Build Epoxy	15,000.00					0%	15,000.00				
42	Dock Bumpers	1,200.00					0%	1,200.00				
43	Signage	1,500.00					0%	1,500.00				
44	Joint Sealants	3,000.00					0%	3,000.00				
45	Doors/Frames/Hardware	31,540.00	25,000.00	6,540.00		31,540.00	100%					
46	Painting	108,990.00	30,000.00	22,000.00		52,000.00	48%	56,990.00				
47	Selective Structure Demo	44,400.00	38,000.00	6,400.00		44,400.00	100%					
48	Earthwork	16,600.00	12,175.00			12,175.00	73%	4,425.00				
49	ELECTRICAL											
50	Demo/Temporary	9,200.00	9,200.00			9,200.00	100%					
51	Service	60,824.00	60,824.00			60,824.00	100%					
	Electrical Service - ALLOWANCE	10,000.00	3,771.19			3,771.19	38%	6,228.81				
52	MCC/Panels	226,200.00	226,200.00			226,200.00	100%					
53	Generator/ATS	175,000.00	168,200.00			168,200.00	96%	6,800.00				
54	Lights/Devices	61,723.00	61,723.00			61,723.00	100%					
55	Integrator/Instrument	147,076.00	133,300.00	4,000.00		137,300.00	93%	9,776.00				
56	Branch Conduit	96,448.00	96,448.00			96,448.00	100%					
57	Wire/Terminations	9,128.00	9,128.00			9,128.00	100%					
58	Site	16,579.00	16,579.00			16,579.00	100%					
59	Project Management/SIE	18,400.00	17,200.00			17,200.00	93%	1,200.00				
60	PLUMBING											
61	Mobilization	5,000.00	5,000.00			5,000.00	100%					
62	Underground DWV - Materials	11,750.00	11,750.00			11,750.00	100%					
63	Underground DWV - Labor	13,050.00	13,050.00			13,050.00	100%					
64	Underground Gas - Materials	7,700.00	6,545.00			6,545.00	85%	1,155.00				
65	Underground Gas - Labor	11,250.00	9,563.00			9,563.00	85%	1,687.00				
66	Floor Drains & Cleanouts, Catch Basin	10,500.00	10,500.00			10,500.00	100%					
67	Aboveground Water, Gas Piping & DWV - Materials	11,750.00	8,750.00			8,750.00	74%	3,000.00				

Progress Estimate - Lump Sum Work

Owner:	City of Mauston	Owner's Project No.:	
Engineer:	MSA Professional Services	Engineer's Project No.:	44084
Contractor:	Olympic Builders General Contractors, Inc.	Contractor's Project No.:	831
Project:	Mauston 2023 WWTF Upgrade		
Contract:	General Construction		

Contractor's Application for Payment

Application No.: 17- REVISED		Application Period:		From		to		Application Date:		08/26/25		08/26/25	
Item No.	Description	C	D		E		F	G	H	I			
			(D + E) From Previous Application (\$)	Work Completed	This Period (\$)	Materials Currently Stored (not in D or E) (\$)							
68	Fixtures	25,688.00	6,400.00		16,700.00			23,100.00	90%			2,588.00	
69	Fixtures - Labor	19,250.00	3,000.00		6,000.00			9,000.00	47%			10,250.00	
70	HVAC												
71	Submittals/Mobilization	2,500.00	1,500.00		400.00			1,900.00	76%			600.00	
72	Project Management	6,500.00	3,500.00		1,000.00			4,500.00	69%			2,000.00	
73	Demo & Install Labor	21,000.00	19,000.00		2,000.00			21,000.00	100%				
74	Controls - Labor & Materials	23,000.00	19,000.00		1,000.00			20,000.00	87%			3,000.00	
75	Equipment - Materials	137,000.00	135,000.00		-			135,000.00	99%			2,000.00	
76	Ductwork - Materials	35,000.00	27,000.00					27,000.00	77%			8,000.00	
77	Balancing & Insulation	14,500.00							0%			14,500.00	
78	Gas Service - ALLOWANCE	5,000.00							0%			5,000.00	
79	Exterior Improvements	3,400.00	1,700.00					1,700.00	50%			1,700.00	
80	Utilities-Yard Piping/Manholes	58,700.00	57,525.00		1,175.00			58,700.00	100%				
81	Process Integration - Process Piping	143,500.00	140,630.00		2,870.00			143,500.00	100%				
82	Pollution Control - Non Clog Pumps	7,327.00	7,327.00					7,327.00	100%				
83	Pollution Control - Valves & Specialties	129,200.00	129,200.00					129,200.00	100%				
84	Center Flow Screen - ALLOWANCE	353,900.00	353,900.00					353,900.00	100%				
85	LAB/OFFICE (STR 15)												
86	Demo	77,110.00	77,110.00					77,110.00	100%				
87	Demo - Labor	68,700.00	68,700.00					68,700.00	100%				
88	Concrete - Materials	18,650.00	13,000.00		4,000.00			17,000.00	91%			1,650.00	
89	Concrete - Labor	29,000.00	23,000.00		4,000.00			27,000.00	93%			2,000.00	
90	Carpentry - Materials	41,280.00	35,000.00		4,000.00			39,000.00	94%			2,280.00	
91	Carpentry - Labor	85,000.00	70,000.00		5,000.00			75,000.00	88%			10,000.00	
92	Masonry	10,250.00	6,000.00					6,000.00	59%			4,250.00	
93	General Requirements	107,080.00	95,000.00		5,000.00			100,000.00	93%			7,080.00	
94	Supervision	113,960.00	90,000.00		10,000.00			100,000.00	88%			13,960.00	
95	Resilient Flooring	15,600.00	10,000.00					10,000.00	64%			5,600.00	
96	Windows	2,500.00			2,500.00			2,500.00	100%				
97	Bathroom Accessories	1,544.00							0%			1,544.00	
98	Doors/Frames/Hardware	15,085.00	10,000.00					10,000.00	66%			5,085.00	
99	Access Doors	5,508.00			5,508.00			5,508.00	100%				
100	Painting	52,013.00							0%			52,013.00	
	ELECTRICAL												
	Demo/Temporary	4,040.00	3,840.00		200.00			4,040.00	100%				

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Contractor's Application for Payment									
Owner: City of Mauston		MSA Professional Services		Owner's Project No.: 44084					
Engineer: Olympic Builders General Contractors, Inc.				Engineer's Project No.: 831					
Contractor: Mauston 2023 WWTF Upgrade				Contractor's Project No.:					
Contract: General Construction									
Application No.:		17- REVISED		Application Period:					
		From		to					
		07/26/25		08/26/25					
		Application Date:		08/26/25					
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
101	Lights/Devices	11,264.00	11,264.00	-	-	11,264.00	100%	-	
102	Integrator/Instrument	25,685.00	20,100.00	1,385.00	-	21,485.00	84%	4,200.00	
103	Branch Conduit	41,153.00	39,000.00	500.00	-	39,500.00	96%	1,653.00	
104	HVAC	-	-	-	-	-	-	-	
105	Submittals/Mobilization	4,500.00	2,000.00	1,000.00	-	3,000.00	67%	1,500.00	
106	Project Management	18,500.00	3,000.00	3,000.00	-	6,000.00	32%	12,500.00	
107	Demo & Install Labor	10,300.00	5,000.00	4,000.00	-	9,000.00	87%	1,300.00	
108	Controls - Labor & Materials	13,500.00	9,000.00	9,000.00	-	9,000.00	67%	4,500.00	
109	Equipment - Materials	18,000.00	13,000.00	3,000.00	-	16,000.00	89%	2,000.00	
110	Ductwork - Materials	4,500.00	1,000.00	-	-	1,000.00	22%	3,500.00	
111	Balancing & Insulation	9,500.00	2,500.00	-	-	2,500.00	26%	7,000.00	
112	INFLUENT MONITORING STRUCTURE (STR 20)	-	-	-	-	-	-	-	
113	General Requirements	16,500.00	12,000.00	-	-	12,000.00	73%	4,500.00	
114	Concrete - Materials	6,520.00	3,000.00	3,520.00	-	6,520.00	100%	-	
115	Concrete - Labor	21,803.00	15,000.00	15,000.00	-	30,000.00	138%	(8,197.00)	
116	Insulation/Waterproofing	3,200.00	2,000.00	-	-	2,000.00	63%	1,200.00	
117	Fiberglass Structure	21,000.00	-	-	-	-	0%	21,000.00	
118	Composite Sampler	14,000.00	13,000.00	-	-	13,000.00	93%	1,000.00	
119	EFFLUENT MONITORING STRUCTURE (STR 40)	-	-	-	-	-	-	-	
120	General Requirements	16,500.00	12,000.00	-	-	12,000.00	73%	4,500.00	
121	Concrete - Materials	6,520.00	3,000.00	3,520.00	-	6,520.00	100%	-	
122	Concrete - Labor	22,460.00	15,000.00	7,460.00	-	22,460.00	100%	-	
123	Insulation/Waterproofing	3,200.00	2,000.00	-	-	2,000.00	63%	1,200.00	
124	Fiberglass Structure	21,000.00	-	-	-	-	0%	21,000.00	
125	CHEMICAL BUILDING (STR 60)	-	-	-	-	-	-	-	
126	General Requirements	16,500.00	14,000.00	-	-	14,000.00	85%	2,500.00	
127	Supervision	20,600.00	18,000.00	-	-	18,000.00	87%	2,600.00	
128	Roofing - Materials	18,200.00	18,200.00	-	-	18,200.00	100%	-	
129	Roofing - Labor	15,560.00	15,560.00	-	-	15,560.00	100%	-	
130	ELECTRICAL	-	-	-	-	-	-	-	
131	Demo/Temporary	3,220.00	3,220.00	-	-	3,220.00	100%	-	
132	Lights/Devices	2,640.00	2,640.00	-	-	2,640.00	100%	-	
133	Integration	23,113.00	21,300.00	1,600.00	-	22,900.00	99%	213.00	
134	Branch Conduit	4,278.00	4,278.00	-	-	4,278.00	100%	-	
135	Site	17,963.00	16,200.00	300.00	-	16,500.00	92%	1,463.00	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Mauston	Owner's Project No.:	
Engineer:	MSA Professional Services	Engineer's Project No.:	44084
Contractor:	Olympic Builders General Contractors, Inc.	Contractor's Project No.:	831
Project:	Mauston 2023 WWTF Upgrade		
Contract:	General Construction		

Application No.:		17- REVISED		Application Period:		From		07/26/25		to		08/26/25		Application Date:		08/26/25	
A		B		C		D		E		F		G		H		I	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)									
			(D + E) From Previous Application (\$)	This Period (\$)													
136	PLUMBING																
137	Aboveground Water, Gas Piping & DWV - Materials	1,500.00	1,500.00	-	-	1,500.00	100%	-									
138	Fixtures	9,312.00	9,312.00	-	-	9,312.00	100%	-									
139	Labor	3,000.00	2,000.00	1,000.00	-	3,000.00	100%	-									
140	BLOWER BUILDING (STR 70)																
141	General Requirements	22,000.00	20,000.00	-	-	20,000.00	91%	2,000.00									
142	Supervision	25,720.00	23,000.00	-	-	23,000.00	89%	2,720.00									
143	Demo	15,400.00	15,400.00	-	-	15,400.00	100%	-									
144	Demo - Labor	17,000.00	17,000.00	-	-	17,000.00	100%	-									
145	Concrete - Materials	5,000.00	5,000.00	-	-	5,000.00	100%	-									
146	Concrete - Labor	10,200.00	10,200.00	-	-	10,200.00	100%	-									
147	Blower	65,000.00	65,000.00	-	-	65,000.00	100%	-									
148	Painting	7,026.00					0%	7,026.00									
149	ELECTRICAL																
150	General Requirements	4,040.00	4,040.00	-	-	4,040.00	100%	-									
151	Lights/Devices	4,128.00	4,128.00	-	-	4,128.00	100%	-									
152	Integration/Instrument	32,106.00	30,600.00	1,100.00	-	31,700.00	99%	406.00									
153	Branch Conduit	4,981.00	4,500.00	481.00	-	4,981.00	100%	-									
154	Site	12,613.00	8,900.00	3,500.00	-	12,400.00	98%	213.00									
155	HVAC																
156	Building Installation - Labor	1,000.00					0%	1,000.00									
157	Building - Materials	4,500.00					0%	4,500.00									
158	LIBERTY STREET LIFT STATION																
159	General Requirements	35,782.00	25,000.00	-	-	25,000.00	70%	10,782.00									
160	Supervision	31,294.74	27,000.00	-	-	27,000.00	86%	4,294.74									
161	Demo	15,700.00	10,000.00	-	-	10,000.00	64%	5,700.00									
162	Demo - Labor	18,000.00	10,000.00	-	-	10,000.00	56%	8,000.00									
163	Roofing - Materials	16,890.00					0%	16,890.00									
164	Roofing - Labor	18,400.00					0%	18,400.00									
165	Doors/Frames/Hardware	9,275.00	8,000.00	-	-	8,000.00	86%	1,275.00									
166	Painting	2,816.00					0%	2,816.00									
167	ELECTRICAL																
168	Demo/Temporary	3,220.00		1,610.00	-	1,610.00	50%	1,610.00									
169	Generator/ATS/Service	53,450.00	13,290.00	-	-	13,290.00	25%	40,160.00									
170	Lights/Devices	4,120.00	1,024.00	1,100.00	-	2,124.00	52%	1,996.00									

Progress Estimate - Lump Sum Work

Contractor's Application for Payment									
Owner: City of Mauston					Owner's Project No.: 44084				
Engineer: MSA Professional Services					Engineer's Project No.: 831				
Contractor: Olympic Builders General Contractors, Inc.					Contractor's Project No.:				
Project: Mauston 2023 WWTF Upgrade									
Contract: General Construction									
Application No.: 17- REVISED		Application Period:		From		to		Application Date: 08/26/25	
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
171	Integration	25,357.00	6,242.00	9,000.00		15,242.00	60%	10,115.00	
172	Branch Conduit/Wire/Site HVAC	5,465.00	-	2,765.00		2,765.00	51%	2,700.00	
174	Installation - Labor	1,500.00				-	0%	1,500.00	
175	Installation - Materials	6,500.00				-	0%	6,500.00	
						-		-	
						-		-	
Original Contract Totals		\$ 7,694,375.00	\$ 6,552,031.19	\$ 269,720.35	\$ -	\$ 6,821,751.54	89%	\$ 872,623.46	

Contractor's Application for Payment

Owner:	City of Mauston	Owner's Project No.:	
Engineer:	MSA	Engineer's Project No.:	00044092
Contractor:	A-1 Excavating, LLC	Contractor's Project No.:	
Project:	City of Mauston- East Side Utility Extension Project		
Contract:			

Application No.:	3	Application Date:	9/11/2025
Application Period:	From 7/23/2025	to	9/11/2025

1. Original Contract Price	\$ 370,718.00
2. Net change by Change Orders	\$ (7,204.96)
3. Current Contract Price (Line 1 + Line 2)	\$ 363,513.04
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column G Unit Price Total)	\$ 363,513.04
5. Retainage	
a. ☒ Work Completed	\$ -
b. ☒ Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 363,513.04
7. Less previous payments (Line 6 from prior application)	\$ 345,337.39
8. Amount due this application	\$ 18,175.65
9. Balance to finish, including retainage (Line 3 - Line 4, plus 5c)	\$ -

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

Contractor: A-1 Excavating, LLC
Signature: [Signature] **Date:** 10/3/25

PAYMENT OF: \$ 18,175.65

(line 8 or other - attach explanation of the other amount)

Recommended By: <u>Raine Gordon</u>	Approved by Owner
Title: <u>Operations Leader</u>	By: _____
Date: <u>10/3/2025</u>	Title: _____
	Date: _____

Approved by Funding Agency

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contractor's Application

Progress Estimate - Unit Price Work

For (Contract): City of Mauston- East Side Utility Extension Project														Application Number: 01													
Application Period: 06/11/2025-05/15/2025														Application Date: 7/1/2025													
A				B			C				D		E		F		G		H		I		J				
Item		Description		Units		Contract Information		Total Value (\$)		Quantities from Previous Applications		Estimated Quantities Installed this Pay Period		Value of Work Installed this Pay Period		Total Estimated Quantity Installed		Value of Work Installed to Date		Materials Presently Stored (not in F)		Total Completed and Stored to Date (G + H)		% (I / B)		Balance to Finish (B - I)	
Bid Item No.	Specials Item No.																										
General																											
1			Mobilization, Bonds & Insurance	1	LS	\$33,325.00		\$33,325.00		1.0				\$0.00	1.0		\$33,325.00		\$33,325.00		\$0.00				100.0%	\$0.00	
2			Traffic Control	1	LS	\$7,500.00		\$7,500.00		1.0				\$0.00	1.0		\$7,500.00		\$7,500.00		\$0.00				100.0%	\$0.00	
3			Unclassified Excavation/Site Grading to Restore	1	LS	\$15,000.00		\$15,000.00		1.0				\$0.00	1.0		\$15,000.00		\$15,000.00		\$0.00				100.0%	\$0.00	
4			Silt Fence, Undistributed	1,350	LF	\$1,350.00		\$1,350.00		962.0				\$0.00	962.0		\$962.00		\$962.00		\$0.00				71.3%	\$0.00	
5			Inlet Protection, Type A	2	EACH	\$50.00		\$100.00		2.0				\$0.00	2.0		\$100.00		\$100.00		\$0.00				100.0%	\$0.00	
6			Stone Tracking Pad	225	SY	\$1.00		\$225.00		0.0				\$0.00	0.0		\$0.00		\$0.00		\$0.00				0.0%	\$0.00	
7			Cleaning and Grubbing	1	LS	\$2,000.00		\$2,000.00		1.0				\$0.00	1.0		\$2,000.00		\$2,000.00		\$0.00				100.0%	\$0.00	
8			Imported Granular Backfill	100	TONS	\$13.00		\$1,300.00		0.0			0.50	\$400.00	2.00		\$1,600.00		\$1,600.00		\$0.00				100.0%	\$0.00	
9			Spade Remove and Reinstall Pine Tree	2	EACH	\$800.00		\$1,600.00		1.50				\$0.00	2.00		\$1,600.00		\$1,600.00		\$0.00				100.0%	\$0.00	
10			Landscaping Mulch Restoration	20	SY	\$25.00		\$500.00		0.0				\$0.00	0.0		\$0.00		\$0.00		\$0.00				0.0%	\$0.00	
11			Sewatt Asphalt	530	LF	\$1,590.00		\$1,590.00		476.0				\$0.00	476.0		\$1,428.00		\$1,428.00		\$0.00				89.8%	\$0.00	
12			Remove Existing Asphalt	425	SY	\$6.00		\$2,550.00		472.0				\$0.00	472.0		\$2,832.00		\$2,832.00		\$0.00				111.1%	\$0.00	
13			Dense Graded Base 1 1/4 Inch Owner Provided	460	SY	\$10.00		\$4,600.00		472.0				\$0.00	472.0		\$4,720.00		\$4,720.00		\$0.00				102.6%	\$0.00	
14			Dense Graded Base 1 1/4 Inch Contractor Provided	40	TONS	\$22.00		\$880.00		0.0				\$0.00	0.0		\$0.00		\$0.00		\$0.00				0.0%	\$0.00	
15			3.5-Inch Asphaltic Pavement (Roadway)	25	TONS	\$210.00		\$5,250.00		0.0		27.36	\$5,745.60	27.36			\$5,745.60		\$5,745.60		\$0.00				109.4%	\$0.00	
16			2.5-Inch Asphaltic Pavement (Driveway)	55	TONS	\$130.00		\$7,150.00		0.0		34.64	\$4,503.20	34.64			\$4,503.20		\$4,503.20		\$0.00				62.0%	\$0.00	
17			Turf Restoration	2,500	SY	\$7.00		\$17,500.00		0.0		4668.0	\$32,676.00	4668.0			\$32,676.00		\$32,676.00		\$0.00				186.7%	\$0.00	
Sanitary Sewer																											
18			Sanitary Manhole, 48-Inch Complete	3	EACH	\$6,000.00		\$18,000.00		3.0				\$0.00	3.0		\$18,000.00		\$18,000.00		\$0.00				100.0%	\$0.00	
19			Sanitary Sewer SDR 35 PVC 10-Inch	726	LF	\$71.00		\$51,546.00		733.0				\$0.00	733.0		\$52,043.00		\$52,043.00		\$0.00				101.0%	\$0.00	
20			Sanitary Foremain HDPE 2-Inch	914	LF	\$47.00		\$42,958.00		977.0				\$0.00	977.0		\$45,919.00		\$45,919.00		\$0.00				106.9%	\$0.00	
21			Sanitary Foremain HDPE 2-Inch x 2-Inch Tee	1	EACH	\$100.00		\$100.00		2.0				\$0.00	2.0		\$200.00		\$200.00		\$0.00				200.0%	\$0.00	
22			Sanitary Foremain Curb Stop and Box, 2-Inch	2	EACH	\$1,100.00		\$2,200.00		2.0				\$0.00	2.0		\$2,200.00		\$2,200.00		\$0.00				100.0%	\$0.00	
23			Sanitary Foremain Plug, 2-Inch	1	EACH	\$100.00		\$100.00		2.0				\$0.00	2.0		\$200.00		\$200.00		\$0.00				200.0%	\$0.00	
24			Connect to Existing Sanitary Sewer Manhole	1	EACH	\$2,000.00		\$2,000.00		2.0				\$0.00	2.0		\$4,000.00		\$4,000.00		\$0.00				200.0%	\$0.00	
25			Connect to Building Sewer Service Line	1	EACH	\$200.00		\$200.00		1.0				\$0.00	1.0		\$200.00		\$200.00		\$0.00				100.0%	\$0.00	
Water Main																											
26			Hydrant	3	EACH	\$6,800.00		\$20,400.00		0.5956				\$0.00	0.5956		\$4,050.00		\$4,050.00		\$0.00				19.9%	\$0.00	
27			Remove & Salvage Existing Hydrant to City	1	EACH	\$800.00		\$800.00		1.0				\$0.00	1.0		\$800.00		\$800.00		\$0.00				100.0%	\$0.00	
28			Water Main C900 10-Inch	590	LF	\$75.00		\$44,250.00		575.0				\$0.00	575.0		\$43,125.00		\$43,125.00		\$0.00				97.5%	\$0.00	
29			Water Main C900 8 - Inch	510	LF	\$66.00		\$33,660.00		484.0				\$0.00	484.0		\$31,944.00		\$31,944.00		\$0.00				94.9%	\$0.00	
30			Water Main C900 6-Inch	33	LF	\$73.00		\$2,409.00		31.0				\$0.00	31.0		\$2,263.00		\$2,263.00		\$0.00				93.9%	\$0.00	
31			Valve & Box 6-Inch	3	EACH	\$2,150.00		\$6,450.00		3.0				\$0.00	3.0		\$6,450.00		\$6,450.00		\$0.00				100.0%	\$0.00	
32			Valve & Box 8-Inch	2	EACH	\$2,950.00		\$5,900.00		2.0				\$0.00	2.0		\$5,900.00		\$5,900.00		\$0.00				100.0%	\$0.00	
33			Valve & Box 10-Inch	3	EACH	\$4,200.00		\$12,600.00		3.0				\$0.00	3.0		\$12,600.00		\$12,600.00		\$0.00				100.0%	\$0.00	
34			Tree 10x10-Inch	1	EACH	\$1,600.00		\$1,600.00		1.0				\$0.00	1.0		\$1,600.00		\$1,600.00		\$0.00				100.0%	\$0.00	
35			Tree 10x8-Inch	1	EACH	\$1,375.00		\$1,375.00		1.0				\$0.00	1.0		\$1,375.00		\$1,375.00		\$0.00				100.0%	\$0.00	
36			Tree 10x6-Inch	2	EACH	\$1,250.00		\$2,500.00		2.0				\$0.00	2.0		\$2,500.00		\$2,500.00		\$0.00				100.0%	\$0.00	
37			Tree 8x6-Inch	1	EACH	\$1,000.00		\$1,000.00		2.0				\$0.00	2.0		\$2,000.00		\$2,000.00		\$0.00				200.0%	\$0.00	
38			Tree 8x8-Inch	1	EACH	\$1,100.00		\$1,100.00		2.0				\$0.00	2.0		\$2,200.00		\$2,200.00		\$0.00				200.0%	\$0.00	
39			Bend 8-Inch (Vertical)	4	EACH	\$700.00		\$2,800.00		2.0				\$0.00	2.0		\$2,200.00		\$2,200.00		\$0.00				0.0%	\$0.00	
40			Bend 10-Inch (Vertical)	4	EACH	\$1,000.00		\$4,000.00		1.0				\$0.00	1.0		\$800.00		\$800.00		\$0.00				0.0%	\$0.00	
41			Plug 10-Inch	2	EACH	\$400.00		\$800.00		2.0				\$0.00	2.0		\$800.00		\$800.00		\$0.00				100.0%	\$0.00	
42			Plug 8-Inch	1	EACH	\$350.00		\$350.00		1.0				\$0.00	1.0		\$350.00		\$350.00		\$0.00				100.0%	\$0.00	
43			Plug 8-Inch (Temporary)	1	EACH	\$2,150.00		\$2,150.00		1.0				\$0.00	1.0		\$2,150.00		\$2,150.00		\$0.00				100.0%	\$0.00	
44			Connect to Existing Water Main 10-Inch	1	EACH	\$2,400.00		\$2,400.00		1.0				\$0.00	1.0		\$2,400.00		\$2,400.00		\$0.00				100.0%	\$0.00	
45			Connect to Existing Water Main 8-Inch	2	EACH	\$2,400.00		\$4,800.00		1.0				\$0.00	1.0		\$2,400.00		\$2,400.00		\$0.00				100.0%	\$0.00	
46			Connect to Building Water Service Line	1	EACH	\$1,900.00		\$1,900.00		1.0				\$0.00	1.0		\$1,900.00		\$1,900.00		\$0.00				100.0%	\$0.00	
Contract Totals									\$370,718.00			1.0	\$45,624.80	1.0		\$355,510.80		\$355,510.80		\$0.00				95.9%	\$0.00		

Contractor's Application

Progress Estimate - Unit Price Work

EJCDC® C-620 Contractor's Application for Payment
© 2000 National Society of Professional Engineers for EJCDC

A-1 Excavating LLC

P.O. Box 90 Bloomer, WI 54724
715/568-4141 Fax: 715/568-4144

FINAL WAIVER OF CONSTRUCTION LIEN

For value **received**, we hereby waive all rights and claims for lien on land and on
Improvements about to be made, being made, altered, or repaired and to the
Appurtenances thereunto, for the CITY OF MAUSTON, Owner, by
D.L. GASSER CONSTRUCTION, Contractor, in JUNEAU
County, state of Wisconsin, described as
#25 020 – MAUSTON- EAST SIDE UTILITY EXTENSION

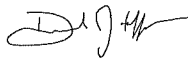
For all labor performed, and/or material furnished for the erection, construction, alteration
Or repair of said improvement and appurtenances, except;

Dollar Amount: \$13,127.00

Pay Request # #1 FINAL

Date of Waiver: 09/30/2025

Company Name: DL GASSER CONSTRUCTION

Signed By: Daniel J Holzberger 

Position: ASST. SECRETARY

October 14, 2025

ACH Payments & Checks #41585 - #41654

09/20/25 – 10/10/25

Total Vouchers = \$337,167.97

ERF Vouchers = \$28,655.92

Plus

Payroll = \$71,060.52

Total to Approve \$436,884.41



Equipment Replacement Checking Accounting Checks

Posted From: 9/20/2025 From Account:
Thru: 10/10/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
2305	9/25/2025	Jay's of Mauston Cemetery - Lawn Mower	6,018.99
2306	9/25/2025	Kudick Chevrolet, Inc FD - Brush truck set up	8.99
2307	9/25/2025	TC Networks, Inc Capital - Camera Install	1,947.02
2308	9/30/2025	American Fence Company Parks - Jones Park fence	15,165.00
2309	9/30/2025	Jefferson Fire & Safety, Inc FD - items for maint/repairs	5,515.92
Grand Total			28,655.92



Equipment Replacement CheckingAccounting Checks

Posted From: 9/20/2025From Account:

Thru: 10/10/2025Thru Account:

	Amount
Total Expenditure from Fund # 109 - Cemetery Fund	6,018.99
Total Expenditure from Fund # 405 - Equipment Replacement Fund	22,636.93
Total Expenditure from all Funds	28,655.92



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CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 9/20/2025

From Account:

Thru: 10/10/2025

Thru Account:

Check Nbr	Check Date	Payee	Amount
ETF	9/17/2025	Department of Employee Trust Fund (ETF)	52,372.18
	Manual Check	City of Mauston - Health Ins Premiums	
FIT	10/02/2025	Federal Tax Withholding	21,917.43
	Manual Check	FED/FICA Payroll Taxes 10.03.25	
FSA	9/02/2025	Associated - FSA	15.00
	Manual Check	City of Mauston - monthly FSA expense	
FSA	9/03/2025	Associated - FSA	5.00
	Manual Check	City of Mauston - monthly FSA expense	
FSA	9/05/2025	Associated - FSA	82.98
	Manual Check	City of Mauston - monthly FSA expense	
FSA	9/05/2025	Associated - FSA	265.86
	Manual Check	City of Mauston - monthly FSA expense	
FSA	9/10/2025	Associated - FSA	1,000.00
	Manual Check	City of Mauston - monthly FSA expense	
FSA	9/08/2025	Associated - FSA	4.92
	Manual Check	City of Mauston - monthly FSA expense	
FSA	9/09/2025	Associated - FSA	16.69
	Manual Check	City of Mauston - monthly FSA expense	
FSA	9/11/2025	Associated - FSA	121.92
	Manual Check	City of Mauston - monthly FSA expense	
FSA	9/11/2025	Associated - FSA	91.60
	Manual Check	City of Mauston - monthly FSA expense	
FSA	9/30/2025	Associated - FSA	13.03
	Manual Check	City of Mauston - monthly FSA expense	
FSA	9/10/2025	Associated - FSA	104.00
	Manual Check	City of Mauston - Monthly Admin Fees	
WRS	9/22/2025	Wis Retirement Fund (ETF)	31,433.31
	Manual Check	City of Mauston - WRS Contribute EE/ER	
WRS	9/30/2025	Wis Retirement Fund (ETF)	31,477.66
	Manual Check	City of Mauston - WRS Contribute EE/ER	
41585	9/25/2025	Amazon Capital Services, Inc	1,054.43
		Library - Monthly Statement	
41586	9/25/2025	AT&T Mobility	1,065.54
		City of Mauston - Monthly Service Fees	
41587	9/25/2025	Capital Newspapers	22.95
		Library - Publishing Fees	



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CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 9/20/2025

From Account:

Thru: 10/10/2025

Thru Account:

Check Nbr	Check Date	Payee	Amount
41588	9/25/2025	Core & Main LP Sewer - items for maint/repairs	129.63
41589	9/25/2025	Eagle Promotions & Apparel, LLC PW - PPE Items	1,379.00
41590	9/25/2025	Gray's Inc Streets - items for maint/repairs	3,228.00
41591	9/25/2025	Martelle Water Treatment, Inc Water - Chemicals	190.89
41592	9/25/2025	Mauston Area School District Admin - August 25 MH tax school share	811.38
41593	9/25/2025	MSA Professional Services Sewer - 2024 CDBG Administration	9,200.00
41594	9/25/2025	Richards - Bria Law Office City of Mauston - Legal Fees for Month	1,594.25
41594	9/25/2025	Richards - Bria Law Office VOID - ISSUED WRONG AMOUNT	-1,594.25
41595	9/25/2025	Staples Business Advantage Admin - office supplies	67.52
41596	9/25/2025	Webster, Mark Taxi -3rd Quarter 25 rent fees	1,500.00
41597	9/30/2025	Amazon Capital Services, Inc City of Mauston - Items for office/use	1,034.41
41598	9/30/2025	AT&T Mobility Swr/Wtr - SCADA plan	39.96
41599	9/30/2025	Baker & Taylor, Inc Library - Childrens Books	248.54
41600	9/30/2025	Cengage Group Library - Adult Books	234.07
41601	9/30/2025	Cintas City of Mauston - Building floor mats	104.81
41602	9/30/2025	Cintas Corporation #446 PW - supplies for med cabinet	168.01
41603	9/30/2025	Column Software PBC Zoning - Publications	90.39
41604	9/30/2025	Core & Main LP Water - items for maint/repairs	161.44



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CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 9/20/2025

From Account:

Thru: 10/10/2025

Thru Account:

Check Nbr	Check Date	Payee	Amount
41605	9/30/2025	Ehlers & Associates, Inc TID 4/5 - JRB Meeting	4,000.00
41606	9/30/2025	FORCE America Distributing LLC PW - items for maint/repairs	1,134.55
41607	9/30/2025	Gappa Security Solutions, LLC Streets - item for maint/repairs	362.80
41608	9/30/2025	HPI2, LLC PD - Patches	1,223.75
41609	9/30/2025	Juneau County Highway Department City of Mauston - Fuel expense for month	342.96
41610	9/30/2025	Martelle Water Treatment, Inc City of Mauston - Chemicals	2,110.25
41611	9/30/2025	Mauston Area Ambulance Assn., Inc Library - AED pads	257.23
41612	9/30/2025	Mauston Area Ambulance Assn., Inc PD - legal blood draw x2	250.00
41613	9/30/2025	Midwest Sealcoat LLC Parks - pickleball stripe/layout	2,000.00
41614	9/30/2025	Midwest Tape Library - Childrens Visuals	38.98
41615	9/30/2025	MSA Professional Services Library - FFP Admin 24-26	1,000.00
41616	9/30/2025	Rhyme Business Products City of Mauston - Copier lease fees	611.13
41617	9/30/2025	Richards - Bria Law Office City of Mauston - Legal for the month	467.00
41618	9/30/2025	Richards - Bria Law Office City of Mauston - Legal for the month	1,088.20
41619	9/30/2025	River Architects Inc. Library - RA#1560 Architectural Services	3,300.00
41620	9/30/2025	Rivistas Subscription Services Library - Adult/Children Periodicals	4,647.29
41621	9/30/2025	Scharfenberg, Thom Boat Launch overpay refund	5.00
41622	9/30/2025	Slama Equipment PW/FD - Items for maint/repairs	2,162.21



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CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 9/20/2025

From Account:

Thru: 10/10/2025

Thru Account:

Check Nbr	Check Date	Payee	Amount
41623	9/30/2025	Total Energy Systems, Inc Streets - items for maint/repairs	435.98
41624	9/30/2025	TXC Mauston LLC TID 5 - Grinder Pump Install	19,425.00
41625	9/30/2025	U.S. Cellular Library - Phone Service Fees	159.28
41626	9/30/2025	WI SCTF Child Support Withheld - 10.03.25	322.61
41627	9/30/2025	WiLS Library - ProQuest Ancestry Membership	1,479.00
41628	9/30/2025	Wisconsin Dept of Justice PD - Items for K9 training	123.46
41629	9/30/2025	Wolter, Inc. Streets - Items for maint/repairs	3,175.98
41630	10/03/2025	Market & Johnson Library - Pay App 1	31,080.45
41631	10/09/2025	Associated Appraisal Consultants, Inc Admin - Monthly pro fees assessments	816.51
41632	10/09/2025	Bug Stompers City of Mauston - Pest eliminate fees	1,000.00
41633	10/09/2025	City of Mauston GMTA - Christmas Tree Cutouts	150.00
41634	10/09/2025	Column Software PBC City of Mauston - Publishing Fees	252.73
41635	10/09/2025	Davey Resource Group Parks - TreeKeeper Subscription	2,500.00
41636	10/09/2025	Diamond Business Graphics Admin/Court - Envelopes/Checks	720.75
41637	10/09/2025	Eagle Promotions & Apparel, LLC Admin - Plaque/plate	67.50
41638	10/09/2025	Emplify Health City of Mauston - New Hire Screens	63.00
41639	10/09/2025	Gray Electric, LLC Streets - items for maint/repairs	245.30
41640	10/09/2025	Haugh, Daron J Admin - phone allowance Sept - Dec 2025	200.00



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CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 9/20/2025

From Account:

Thru: 10/10/2025

Thru Account:

Check Nbr	Check Date	Payee	Amount
41641	10/09/2025	Holiday Wholesale Admin/PD - cleaning supplies	126.10
41642	10/09/2025	John Fabick Tractor Compay Streets - items for maint/repairs	115.79
41643	10/09/2025	Kimball Midwest Streets - items for maint/repairs	193.15
41644	10/09/2025	LN Worksite Billing Department City of Mauston - Monthly Payroll Deduct	2,112.00
41645	10/09/2025	MacQueen Equipment Streets - items for maint/repairs	171.09
41646	10/09/2025	Martelle Water Treatment, Inc City of Mauston - Chemicals	5,705.20
41647	10/09/2025	McSweeney, John Streets - Meal reimbursement	8.94
41648	10/09/2025	MSA Professional Services WWTF - Upgrade CRS	34,439.02
41649	10/09/2025	Public Service Commission of WI Water - 2025-2026 Advance Assessment	1,111.52
41650	10/09/2025	Ramaker & Associates, Inc Cemetery - Burial Search Hosting Fees	1,200.00
41651	10/09/2025	Spee-Dee Delivery Service, Inc Swr/Wtr/Admin - Shipping fees	173.42
41652	10/09/2025	Titan Public Safety Solutions, LLC Court - TiPSS Training Fee	525.00
41653	10/09/2025	VSP Vision Service Plan City of Mauston - Vision Ins Expense	668.10
41654	10/09/2025	Wilke, Sarah Ann Admin - October 25 graphic design fees	350.00
WITAX	10/09/2025	Wis Tax Withholding Manual Check WI Payroll Taxes 10.03.25	3,854.66
ALLIANT	9/24/2025	Alliant - 1735130000 Manual Check City of Mauston - Electric & Gas fees	4,713.91
ALLIANT	9/26/2025	Alliant - 2484600000 Manual Check City of Mauston - Electric & Gas fees	40.87
ALLIANT	9/24/2025	Alliant - 0849610000 Manual Check City of Mauston - Electric & Gas fees	3.30



CITY OF MAUSTON POOLED CASHAccounting Checks

Posted From: 9/20/2025From Account:
Thru: 10/10/2025Thru Account:

Check Nbr	Check Date	Payee	Amount
ALLIANT	9/25/2025	Alliant - 3183940000	939.30
	Manual Check	City of Mauston - Electric & Gas fees	
ALLIANT	9/26/2025	Alliant - 1457140000	5,702.32
	Manual Check	City of Mauston - Electric & Gas fees	
ALLIANT	9/25/2025	Alliant - 2190000000	616.59
	Manual Check	City of Mauston - Electric & Gas fees	
ALLIANT	9/12/2025	Alliant - 4415730000	4,354.65
	Manual Check	City of Mauston - Electric & Gas fees	
ALLIANT	9/24/2025	Alliant - 3487864265	27.76
	Manual Check	City of Mauston - Electric & Gas fees	
ALLIANT	9/24/2025	Alliant - 1287210000	499.54
	Manual Check	City of Mauston - Electric & Gas fees	
ALLIANT	9/24/2025	Alliant - 5049940000	3,141.94
	Manual Check	City of Mauston - Electric & Gas fees	
DEFCOMP	10/02/2025	Wells Fargo - Great West Deferred Comp	2,640.00
	Manual Check	Deferred Comp - Payroll 10.03.25	
OAKDALE	9/20/2025	Oakdale Electric Cooperative	1,281.00
	Manual Check	City of Mauston - Electric fees	
KWIKTRIP	9/20/2025	Kwik Trip, Inc.	4,093.16
	Manual Check	City of Mauston - Monthly Fuel Charges	
UTILITIES	10/06/2025	City of Mauston	11,488.19
	Manual Check	City of Mauston - Monthly Utilities	
Grand Total			337,167.97



CITY OF MAUSTON POOLED CASH

Accounting Checks

Posted From: 9/20/2025From Account:

Thru: 10/10/2025Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	179,828.61
Total Expenditure from Fund # 109 - Cemetery Fund	1,786.60
Total Expenditure from Fund # 250 - Library Fund	17,068.98
Total Expenditure from Fund # 280 - Taxi Fund	1,500.00
Total Expenditure from Fund # 340 - TID 4 Fund	2,126.00
Total Expenditure from Fund # 350 - TID 5 Fund	21,761.00
Total Expenditure from Fund # 400 - Capital Projects Fund	35,380.45
Total Expenditure from Fund # 610 - Water Utility Fund	13,010.77
Total Expenditure from Fund # 620 - Sewer Utility Fund	64,705.56
Total Expenditure from all Funds	337,167.97



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Budget Comparison - Detail

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Fund: 100 - General Fund

Account Number		2025 October	2025 Actual 10/10/2025	2025 Budget	Budget Status	% of Budget
100-00-41110-000-000	General Property Taxes	0.00	2,571,825.95	2,571,788.00	37.95	100.00
100-00-41140-000-000	Mobile Home Park Permits/Taxes	0.00	20,084.87	27,500.00	-7,415.13	73.04
100-00-41150-000-000	Manage Forest Land Tax	0.00	0.00	0.00	0.00	0.00
100-00-41210-000-000	Room Tax	0.00	29,970.23	72,250.00	-42,279.77	41.48
100-00-41220-000-000	GMTA 70% Room Tax	0.00	69,930.59	160,000.00	-90,069.41	43.71
100-00-41220-100-000	Other Revenues	0.00	0.00	0.00	0.00	0.00
100-00-41300-000-000	Payment in Lieu of Taxes	0.00	1,100.00	18,500.00	-17,400.00	5.95
100-00-41310-000-000	Reg Mun Owned Taxes	0.00	0.00	105,715.00	-105,715.00	0.00
100-00-41810-000-000	Intrst-Delinq Mobile Home Tax	0.00	0.00	0.00	0.00	0.00
100-00-41820-000-000	Intrst-Delinq PP Tax	0.00	74.66	0.00	74.66	0.00
100-00-41900-000-000	Other Tax Collections	0.00	0.00	0.00	0.00	0.00
Taxes		0.00	2,692,986.30	2,955,753.00	-262,766.70	91.11
100-00-43300-000-000	Other Federal Payments	0.00	0.00	0.00	0.00	0.00
100-00-43410-000-000	State Shared Revenues	0.00	191,245.82	1,240,319.00	-1,049,073.18	15.42
100-00-43410-100-000	Utility Aid Payment	0.00	0.00	34,653.00	-34,653.00	0.00
100-00-43410-200-000	Expenditure Restraint Pmt	0.00	0.00	0.00	0.00	0.00
100-00-43410-300-000	Personal Property Aid	0.00	58,380.94	58,381.00	-0.06	100.00
100-00-43420-000-000	Fire Ins Tax from State	0.00	16,362.20	13,500.00	2,862.20	121.20
100-00-43521-000-000	PD Overtime/DOT Grants	0.00	0.00	0.00	0.00	0.00
100-00-43522-000-000	State Law Enforcement Training	0.00	0.00	1,600.00	-1,600.00	0.00
100-00-43524-000-000	Forest Fire Protect Grant (FD)	0.00	0.00	0.00	0.00	0.00
100-00-43525-000-000	Equipment Grants	0.00	0.00	0.00	0.00	0.00
100-00-43530-000-000	State Transportatn Aids	106,369.89	425,479.50	425,851.00	-371.50	99.91
100-00-43531-000-000	State Aid Connecting Streets	22,859.95	91,439.74	91,440.00	-0.26	100.00
100-00-43532-000-000	COVID-19 R2R Grant Aid	0.00	0.00	0.00	0.00	0.00
100-00-43533-000-000	State Aid Computers	0.00	9,487.95	9,488.00	-0.05	100.00
100-00-43549-000-000	DNR Recycling	0.00	13,339.78	13,348.00	-8.22	99.94
100-00-43600-000-000	Other State Payments	0.00	1.75	0.00	1.75	0.00
100-00-43610-000-000	Payment for Municipal Services	0.00	161,532.25	95,000.00	66,532.25	170.03
100-00-43660-000-000	Environmental Impact Rev (ATC)	0.00	23,851.00	1,458.00	22,393.00	1,635.87
Intergovernmental Revenues		129,229.84	991,120.93	1,985,038.00	-993,917.07	49.93
100-00-44110-000-000	Liquor License/Malt Bevs Fee	30.00	6,144.00	9,000.00	-2,856.00	68.27
100-00-44121-000-000	Cable TV Licenses	0.00	8,657.42	20,388.00	-11,730.58	42.46
100-00-44121-000-100	VSP Fee Subsidy	0.00	4,308.00	4,308.00	0.00	100.00
100-00-44130-000-000	Operator, Cig & Amuse Device	0.00	8,172.00	6,000.00	2,172.00	136.20
100-00-44200-000-000	Dog & Cat Licenses	0.00	0.00	0.00	0.00	0.00
100-00-44201-000-000	Chicken permit	0.00	0.00	100.00	-100.00	0.00
100-00-44301-000-000	Fire Inspection Fee	0.00	225.00	1,000.00	-775.00	22.50
100-00-44400-000-000	Bldg & Zoning Permit	952.00	95,159.30	50,000.00	45,159.30	190.32
100-00-44410-000-000	Rental Inspection	0.00	0.00	0.00	0.00	0.00
100-00-44910-000-000	Other Permits/Fees(Sellers,MH)	0.00	400.00	400.00	0.00	100.00
Licenses & Permits		982.00	123,065.72	91,196.00	31,869.72	134.95
100-00-45115-000-000	Muni Court Fees (City)	0.00	18,988.56	30,000.00	-11,011.44	63.30
100-00-45116-000-000	Muni Court Fines (City)	0.00	48,382.39	60,000.00	-11,617.61	80.64



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Budget Comparison - Detail

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Fund: 100 - General Fund

Account Number		2025 October	2025 Actual 10/10/2025	2025 Budget	Budget Status	% of Budget
100-00-45120-000-000	County Court Fines/Forfeitures	0.00	1,309.15	3,500.00	-2,190.85	37.40
100-00-45130-000-000	Parking Violations	0.00	6,369.97	20,000.00	-13,630.03	31.85
100-00-45140-000-000	Police Undercover Local Rev	0.00	165.00	0.00	165.00	0.00
100-00-45141-000-000	Police Fed Equity Share Rev	0.00	0.00	0.00	0.00	0.00
Fines & Forfeitures		0.00	75,215.07	113,500.00	-38,284.93	66.27
100-00-46100-000-000	Misc. General Revenues	0.00	5,378.00	0.00	5,378.00	0.00
100-00-46101-000-000	Admin Service Fee	0.00	0.00	0.00	0.00	0.00
100-00-46210-000-000	Police A/R,Supoena, Fees, Tows	0.00	446.50	750.00	-303.50	59.53
100-00-46220-000-000	Township Rural Fire Reimbursmt	0.00	211,747.68	219,503.00	-7,755.32	96.47
100-00-46220-001-000	Township Rural Fire 2% Dues	0.00	10,500.76	13,500.00	-2,999.24	77.78
100-00-46223-000-000	Emergency Response Fee Revenue	750.00	29,743.00	62,250.00	-32,507.00	47.78
100-00-46230-000-000	Ambulance Assessment fee	159.42	215,185.74	291,330.00	-76,144.26	73.86
100-00-46322-000-000	Assessments:C&G/Sidewalk	0.00	28,981.41	35,736.00	-6,754.59	81.10
100-00-46323-000-100	Service Charge (Mowing)	0.00	4,520.00	5,000.00	-480.00	90.40
100-00-46323-000-200	Service Charge (Shovel)	0.00	0.00	1,000.00	-1,000.00	0.00
100-00-46370-000-000	Boat Launch Fees	63.00	2,832.44	3,500.00	-667.56	80.93
100-00-46420-000-000	Garbage Collection Revenue	168.34	168,000.77	243,351.00	-75,350.23	69.04
100-00-46423-000-000	Large Item Pick up Rev	0.00	210.54	0.00	210.54	0.00
100-00-46540-300-000	FD UBS Investment	0.00	0.00	0.00	0.00	0.00
100-00-46700-000-000	Summer Rec Revenue	0.00	0.00	0.00	0.00	0.00
100-00-46721-000-000	Tree Tribute Program Revenue	0.00	280.00	1,000.00	-720.00	28.00
Public Charges for Services		1,140.76	677,826.84	876,920.00	-199,093.16	77.30
100-00-48100-000-000	Interest Temporary Investment	0.00	66,668.12	17,500.00	49,168.12	380.96
100-00-48100-100-000	UBS FD Interest Income	0.00	8,155.83	0.00	8,155.83	0.00
100-00-48102-400-000	Interest - Lenorud	0.00	0.00	0.00	0.00	0.00
100-00-48102-500-000	Interest - Games 4 Us	0.00	0.00	0.00	0.00	0.00
100-00-48102-600-000	Interest - Rehab Bar	0.00	0.00	0.00	0.00	0.00
100-00-48102-700-000	Interest - PSD	0.00	0.00	0.00	0.00	0.00
100-00-48120-000-000	Interest on Special Assessment	0.00	900.95	1,500.00	-599.05	60.06
100-00-48121-000-000	Interest from Due From TSA	0.00	0.21	0.00	0.21	0.00
100-00-48130-000-000	Interest on K9 account	0.00	19,842.09	500.00	19,342.09	3,968.42
100-00-48130-000-001	FD Donation CD Revenue	0.00	8,365.89	0.00	8,365.89	0.00
100-00-48130-000-002	FD Raffle CD Revenue	0.00	377.17	0.00	377.17	0.00
100-00-48150-000-000	Interest Parkland Dedication	0.00	968.17	500.00	468.17	193.63
100-00-48210-000-000	Rent of City Property	0.00	1,355.40	5,000.00	-3,644.60	27.11
100-00-48220-000-000	Rent of Fairgrounds/Parks	50.00	3,750.00	3,500.00	250.00	107.14
100-00-48221-000-000	Concession Stand Shared Rev	0.00	0.00	0.00	0.00	0.00
100-00-48230-000-000	Fee for Car Wash & Veh. Maint.	0.00	0.00	0.00	0.00	0.00
100-00-48310-000-000	Sale of City Property	0.00	1,836.00	0.00	1,836.00	0.00
100-00-48410-000-000	Insurance/Damage Recoveries	0.00	12,912.92	0.00	12,912.92	0.00
100-00-48500-000-000	Donations	0.00	75,691.34	15,000.00	60,691.34	504.61
100-00-48500-000-100	K9 Unit Donations	0.00	1,115.00	1,500.00	-385.00	74.33
100-00-48500-900-000	FD Special Funds Donations	0.00	7,329.00	0.00	7,329.00	0.00
100-00-48700-000-000	Miscellaneous Revenue	0.00	39,618.17	10,000.00	29,618.17	396.18
100-00-48710-000-000	School Liaison Contribution/Rv	0.00	58,802.38	58,802.00	0.38	100.00
100-00-48711-000-000	GMTA Misc Revenue	0.00	0.00	0.00	0.00	0.00



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Account Number		October	Actual 10/10/2025	Budget	% of Budget
100-00-48810-000-000	Parkland Dedication Revenue	0.00	0.00	0.00	0.00
100-00-48820-000-000	Parks Fund Raising Revenue	0.00	0.00	0.00	0.00
Miscellaneous		50.00	307,688.64	113,802.00	270.37
100-00-49100-000-000	Proceeds from Long Term Debt	0.00	0.00	0.00	0.00
100-00-49150-000-000	Proceeds from Debt Premium	0.00	0.00	0.00	0.00
100-00-49200-000-000	Transfer In from 20 % Room Tax	0.00	0.00	0.00	0.00
100-00-49210-000-000	Transfer In	0.00	55,562.49	0.00	0.00
100-00-49240-000-000	Transfer from CDBG	0.00	0.00	0.00	0.00
100-00-49310-000-000	Transfer in-TIF	0.00	0.00	0.00	0.00
100-00-49500-000-000	Proceeds from Refunding Bonds	0.00	0.00	0.00	0.00
Other Financing Sources		0.00	55,562.49	0.00	0.00
Total Revenues		131,402.60	4,923,465.99	6,136,209.00	80.24



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Account Number		2025	2025	2025	Budget Status	% of Budget
		October	Actual 10/10/2025	Budget		
100-00-51110-110-000	Salary/Wages	738.48	11,397.87	21,600.00	10,202.13	52.77
100-00-51110-130-000	FICA/Medicare	56.49	1,476.42	2,055.00	578.58	71.85
100-00-51110-160-000	Employee Recog	0.00	750.74	1,000.00	249.26	75.07
100-00-51110-211-000	Audit	0.00	17,672.00	22,123.00	4,451.00	79.88
100-00-51110-212-000	Assessing	816.51	8,376.13	15,000.00	6,623.87	55.84
100-00-51110-213-000	Legal	0.00	0.00	0.00	0.00	0.00
100-00-51110-312-000	Code Maintenance	0.00	3,904.27	2,500.00	-1,404.27	156.17
100-00-51110-313-000	Elections	0.00	5,807.84	6,250.00	442.16	92.93
100-00-51110-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-51110-330-000	Educ/Trng/Travel	0.00	0.00	100.00	100.00	0.00
100-00-51110-390-000	Miscellaneous	67.50	319.27	1,000.00	680.73	31.93
100-00-51110-591-000	Bad Debt & Write offs	0.00	1,499.01	0.00	-1,499.01	0.00
100-00-51120-213-000	Legal	0.00	0.00	0.00	0.00	0.00
100-00-51120-330-000	Educ/Trng/Travel	0.00	0.00	0.00	0.00	0.00
100-00-51120-390-000	Miscellaneous	0.00	1,200.00	750.00	-450.00	160.00
100-00-51250-110-000	Judge & Clerk Wage	2,385.48	40,137.67	52,317.00	12,179.33	76.72
100-00-51250-130-000	FICA/Medicare	172.26	3,002.47	4,002.00	999.53	75.02
100-00-51250-131-000	Health Insurance	0.00	22,047.92	20,933.00	-1,114.92	105.33
100-00-51250-132-000	FSA Contribution	0.00	0.00	800.00	800.00	0.00
100-00-51250-133-000	Dental Insurance	0.00	785.88	1,075.00	289.12	73.11
100-00-51250-134-000	Vision Insurance	23.02	258.96	276.00	17.04	93.83
100-00-51250-135-000	Retirement	136.39	2,299.43	2,872.00	572.57	80.06
100-00-51250-210-000	Legal & Administration	0.00	337.50	500.00	162.50	67.50
100-00-51250-224-000	Telephone/Fax	0.00	198.99	300.00	101.01	66.33
100-00-51250-290-000	Jail Services	0.00	0.00	250.00	250.00	0.00
100-00-51250-310-000	Office Supplies	412.54	2,418.74	2,850.00	431.26	84.87
100-00-51250-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-51250-321-000	Publication	0.00	0.00	0.00	0.00	0.00
100-00-51250-330-000	Educ/Trng/Travel	525.00	2,013.00	1,850.00	-163.00	108.81
100-00-51250-353-000	Info Tech	0.00	7,845.84	7,850.00	4.16	99.95
100-00-51250-390-000	Miscellaneous	0.00	50.00	100.00	50.00	50.00
100-00-51400-110-000	Salary/Wages	6,529.84	117,062.16	153,470.00	36,407.84	76.28
100-00-51400-130-000	FICA/Medicare	490.40	8,751.50	11,740.00	2,988.50	74.54
100-00-51400-131-000	Health Insurance	31.25	19,737.27	37,784.00	18,046.73	52.24
100-00-51400-132-000	FSA Contribution	0.00	1,465.19	1,475.00	9.81	99.33
100-00-51400-133-000	Dental Insurance	0.00	1,113.00	1,913.00	800.00	58.18
100-00-51400-134-000	Vision Insurance	36.50	295.84	521.00	225.16	56.78
100-00-51400-135-000	Retirement	385.68	7,712.20	10,666.00	2,953.80	72.31
100-00-51400-210-000	Professional Service	0.00	790.00	1,500.00	710.00	52.67
100-00-51400-211-000	Background Checks	0.00	1,680.00	1,650.00	-30.00	101.82
100-00-51400-213-000	Legal	0.00	2,431.00	6,750.00	4,319.00	36.01
100-00-51400-216-000	Hire & Recruitment	31.50	1,500.02	1,250.00	-250.02	120.00
100-00-51400-221-000	Electricity	0.00	6,127.12	8,750.00	2,622.88	70.02
100-00-51400-222-000	Gas/Heat	0.00	1,826.09	3,250.00	1,423.91	56.19
100-00-51400-223-000	Water/Sewer	277.40	2,501.62	3,750.00	1,248.38	66.71
100-00-51400-224-000	Telephone/Fax	0.00	2,370.40	3,250.00	879.60	72.94
100-00-51400-240-000	Building Maintenance	220.00	4,041.46	5,500.00	1,458.54	73.48
100-00-51400-290-000	Contractual Services	350.00	13,222.25	12,500.00	-722.25	105.78
100-00-51400-310-000	Office Supplies	308.21	5,244.99	3,750.00	-1,494.99	139.87



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100-00-51400-311-000	Postage/Shipping	0.00	1,314.41	2,000.00	685.59	65.72
100-00-51400-313-000	Custodial Supplies	63.05	814.57	3,500.00	2,685.43	23.27
100-00-51400-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-51400-320-000	Memberships/Dues	0.00	0.00	3,500.00	3,500.00	0.00
100-00-51400-321-000	Publications	252.73	2,664.60	3,750.00	1,085.40	71.06
100-00-51400-330-000	Educ/Trng/Travel	0.00	3,265.18	4,000.00	734.82	81.63
100-00-51400-350-000	Equip Maint (Non-Office)	0.00	28.29	500.00	471.71	5.66
100-00-51400-352-000	Office Equip Maint	0.00	1,829.54	3,450.00	1,620.46	53.03
100-00-51400-353-000	Info Tech	200.00	9,123.64	12,500.00	3,376.36	72.99
100-00-51400-390-000	Miscellaneous	0.00	70.42	125.00	54.58	56.34
100-00-51400-510-000	Ins (Non-Labor)	0.00	32,461.72	38,750.00	6,288.28	83.77
100-00-51400-520-000	FSA Total Admin Fees	0.00	1,098.00	2,500.00	1,402.00	43.92
100-00-51400-740-000	Losses/Damages	0.00	0.00	0.00	0.00	0.00
100-00-51400-790-000	Donations/Grants Expenditures	0.00	0.00	0.00	0.00	0.00
100-00-51400-821-000	Building Improvement	0.00	0.00	0.00	0.00	0.00
Administration		14,510.23	384,342.43	512,397.00	128,054.57	75.01
100-00-52100-110-000	Salary/Wages	38,446.31	725,625.96	1,007,149.00	281,523.04	72.05
100-00-52100-111-000	Clerical OT Wages	0.00	303.18	1,270.00	966.82	23.87
100-00-52100-112-000	Officer PT Wages	0.00	0.00	0.00	0.00	0.00
100-00-52100-116-000	Officer OT Wages	970.93	59,745.45	64,062.00	4,316.55	93.26
100-00-52100-121-000	Crossing Guard Wages	0.00	1,716.00	10,500.00	8,784.00	16.34
100-00-52100-130-000	FICA/Medicare	2,901.08	61,345.79	82,848.00	21,502.21	74.05
100-00-52100-131-000	Health Insurance	268.75	160,007.82	175,965.00	15,957.18	90.93
100-00-52100-132-000	FSA Contribution	0.00	10,784.65	7,150.00	-3,634.65	150.83
100-00-52100-133-000	Dental Insurance	0.00	9,043.54	11,401.00	2,357.46	79.32
100-00-52100-134-000	Vision Insurance	221.10	2,118.30	2,681.00	562.70	79.01
100-00-52100-135-000	Retirement	5,573.68	115,340.56	153,374.00	38,033.44	75.20
100-00-52100-191-000	Protective Cloth/Gear	0.00	10,008.02	11,750.00	1,741.98	85.17
100-00-52100-213-000	Legal	0.00	6,724.96	18,000.00	11,275.04	37.36
100-00-52100-216-000	Hire & Recruitment	0.00	644.75	500.00	-144.75	128.95
100-00-52100-217-000	Investigations	0.00	4,885.54	15,000.00	10,114.46	32.57
100-00-52100-217-100	K9 Unit Expenses	0.00	950.00	2,000.00	1,050.00	47.50
100-00-52100-217-200	Undercover Local Expenses	0.00	82.50	0.00	-82.50	0.00
100-00-52100-217-300	Fed Equity Share Expenses	0.00	0.00	0.00	0.00	0.00
100-00-52100-217-900	K9 Unit Special Acct Expenses	0.00	0.00	0.00	0.00	0.00
100-00-52100-221-000	PD Electricity	0.00	4,711.19	6,250.00	1,538.81	75.38
100-00-52100-222-000	PD Heating Gas	0.00	1,494.06	4,700.00	3,205.94	31.79
100-00-52100-223-000	Police Water/Sewer	226.97	2,046.79	4,150.00	2,103.21	49.32
100-00-52100-224-000	Telephone/Fax	0.00	7,012.38	9,500.00	2,487.62	73.81
100-00-52100-290-000	Contractual Service	0.00	10,838.99	15,000.00	4,161.01	72.26
100-00-52100-310-000	Office Supplies	0.00	2,407.73	2,250.00	-157.73	107.01
100-00-52100-313-000	Cleaning supplies-PD	63.05	714.92	1,750.00	1,035.08	40.85
100-00-52100-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-52100-320-000	Membership/Dues	0.00	350.00	500.00	150.00	70.00
100-00-52100-321-000	Publications	0.00	0.00	0.00	0.00	0.00
100-00-52100-330-000	Educ/Trng/Travel	0.00	12,167.04	15,000.00	2,832.96	81.11
100-00-52100-331-000	Motor Fuel	0.00	12,681.55	25,500.00	12,818.45	49.73



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100-00-52100-341-000	Prof Equip/Supplies	0.00	42,084.75	22,000.00	-20,084.75	191.29
100-00-52100-352-000	Office Equip Maint/Service	0.00	352.86	2,750.00	2,397.14	12.83
100-00-52100-353-000	Info Tech	0.00	5,706.60	12,500.00	6,793.40	45.65
100-00-52100-354-000	Equipmnt Maint (Non Office)	0.00	4,461.40	6,000.00	1,538.60	74.36
100-00-52100-361-000	Building Maintenance	0.00	2,370.88	7,250.00	4,879.12	32.70
100-00-52100-390-000	Miscellaneous	0.00	157.52	500.00	342.48	31.50
100-00-52100-510-000	Ins (non-labor)	0.00	39,709.11	45,000.00	5,290.89	88.24
100-00-52100-740-000	Losses/Damages	0.00	5,364.35	0.00	-5,364.35	0.00
100-00-52100-790-000	Donations/Grants Expenditures	0.00	8,108.50	0.00	-8,108.50	0.00
100-00-52200-110-000	Salary/Wages	3,426.27	19,515.56	16,600.00	-2,915.56	117.56
100-00-52200-120-000	Hourly Wages	0.00	10,163.50	30,873.00	20,709.50	32.92
100-00-52200-120-100	Fire calls wages	0.00	35,011.30	90,000.00	54,988.70	38.90
100-00-52200-130-000	FICA/Medicare	261.92	4,940.26	10,517.00	5,576.74	46.97
100-00-52200-131-000	Health Insurance	0.00	0.00	1,365.00	1,365.00	0.00
100-00-52200-132-000	FSA Contribution	0.00	0.00	150.00	150.00	0.00
100-00-52200-133-000	Dental Insurance	0.00	0.00	194.00	194.00	0.00
100-00-52200-134-000	Vision Insurance	0.00	0.00	53.00	53.00	0.00
100-00-52200-135-000	Retirement	28.33	3,515.96	4,756.00	1,240.04	73.93
100-00-52200-191-000	Protective Clothing/Gear	0.00	9,464.27	2,500.00	-6,964.27	378.57
100-00-52200-213-000	Legal	0.00	0.00	0.00	0.00	0.00
100-00-52200-221-000	Electricity	0.00	4,025.05	3,800.00	-225.05	105.92
100-00-52200-222-000	Heating Gas	0.00	2,724.55	7,669.00	4,944.45	35.53
100-00-52200-223-000	Water/Sewer	833.10	7,439.85	8,330.00	890.15	89.31
100-00-52200-224-000	Telephone/Fax	0.00	3,005.44	3,750.00	744.56	80.15
100-00-52200-241-000	Extinguisher Maint/Repair	0.00	0.00	150.00	150.00	0.00
100-00-52200-290-000	Outside Contractual services	0.00	136.07	0.00	-136.07	0.00
100-00-52200-292-000	Hydrant Rental	0.00	0.00	0.00	0.00	0.00
100-00-52200-310-000	Office Supplies	0.00	131.98	700.00	568.02	18.85
100-00-52200-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-52200-321-000	Publications	0.00	0.00	0.00	0.00	0.00
100-00-52200-330-000	Educ/Trng/Travel	0.00	724.33	1,000.00	275.67	72.43
100-00-52200-331-000	Motor Fuel	0.00	6,572.73	5,500.00	-1,072.73	119.50
100-00-52200-331-001	Motor Fuel for TRFA	0.00	0.00	0.00	0.00	0.00
100-00-52200-352-000	Office Equip Maint/Service	0.00	104.04	0.00	-104.04	0.00
100-00-52200-353-000	Info Tech	0.00	1,452.75	2,250.00	797.25	64.57
100-00-52200-354-000	Equipmnt Maint (Non-Office)	0.00	8,291.19	7,605.00	-686.19	109.02
100-00-52200-355-000	Truck Maintenance	0.00	5,410.29	7,000.00	1,589.71	77.29
100-00-52200-357-000	Pager & Radio Repair	0.00	260.00	2,500.00	2,240.00	10.40
100-00-52200-361-000	Building Maintenance	220.00	7,455.88	4,000.00	-3,455.88	186.40
100-00-52200-390-000	Miscellaneous	31.50	5,400.65	4,377.00	-1,023.65	123.39
100-00-52200-510-000	Ins (non-labor)	0.00	31,834.82	34,100.00	2,265.18	93.36
100-00-52200-740-000	Losses/Damages	0.00	4,116.30	0.00	-4,116.30	0.00
100-00-52200-790-000	Donations/Grants Expenditures	0.00	14,948.56	0.00	-14,948.56	0.00
100-00-52200-811-000	Equipment Purchases	0.00	6,210.59	10,000.00	3,789.41	62.11
100-00-52200-811-001	State Issued 2% Dues	0.00	3,304.00	13,500.00	10,196.00	24.47
100-00-52200-821-000	FD Building Improvement	0.00	260.49	0.00	-260.49	0.00
100-00-52200-900-000	FD Special Funds Expense	0.00	2,301.68	0.00	-2,301.68	0.00
100-00-52300-215-000	Ambulance Contract Assessment	0.00	291,330.00	291,330.00	0.00	100.00
100-00-52400-240-000	Weather Siren Maintenance	0.00	1,642.75	1,022.00	-620.75	160.74



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Fund: 100 - General Fund

Account Number		2025	2025	2025	Budget Status	% of Budget
		October	Actual 10/10/2025	Budget		
100-00-52400-740-000	Losses/Damages	0.00	0.00	0.00	0.00	0.00
=====						
Public Safety		53,472.99	1,823,762.48	2,309,841.00	486,078.52	78.96
=====						
100-00-53100-110-000	Wage/Salary	13,385.82	263,707.17	362,940.00	99,232.83	72.66
100-00-53100-130-000	FICA/Medicare	968.49	20,125.34	27,765.00	7,639.66	72.48
100-00-53100-131-000	Health Insurance	68.75	81,768.95	118,745.00	36,976.05	68.86
100-00-53100-132-000	FSA Contribution	0.00	5,294.41	4,990.00	-304.41	106.10
100-00-53100-133-000	Dental Insurance	0.00	4,470.03	6,701.00	2,230.97	66.71
100-00-53100-134-000	Vision Insurance	127.54	1,275.49	1,724.00	448.51	73.98
100-00-53100-135-000	Retirement	930.29	19,243.25	25,224.00	5,980.75	76.29
100-00-53100-191-000	Protective Clthng/Gear	0.00	1,788.59	1,896.00	107.41	94.33
100-00-53100-213-000	Legal	0.00	0.00	0.00	0.00	0.00
100-00-53100-215-000	Hired Services	0.00	0.00	0.00	0.00	0.00
100-00-53100-218-000	Drug Testing	0.00	318.00	377.00	59.00	84.35
100-00-53100-221-000	Electricity	0.00	5,456.31	7,242.00	1,785.69	75.34
100-00-53100-223-000	Water/Sewer	850.40	7,699.98	9,300.00	1,600.02	82.80
100-00-53100-224-000	Telephone/Fax	0.00	1,381.49	2,014.00	632.51	68.59
100-00-53100-231-000	Signage	0.00	836.87	1,500.00	663.13	55.79
100-00-53100-232-000	Tree/Brush Removal	0.00	0.00	0.00	0.00	0.00
100-00-53100-240-000	Maintenance/Repair	0.00	75,000.00	75,000.00	0.00	100.00
100-00-53100-290-000	Contractual Service	0.00	193.80	5,500.00	5,306.20	3.52
100-00-53100-290-100	Contractual Serv - Mow	0.00	0.00	0.00	0.00	0.00
100-00-53100-290-102	Contractual Serv -Shovel	0.00	0.00	0.00	0.00	0.00
100-00-53100-291-000	Equipment Rental	0.00	360.00	500.00	140.00	72.00
100-00-53100-294-000	State/Other Fees	0.00	0.00	0.00	0.00	0.00
100-00-53100-310-000	Office Supplies	0.00	419.55	668.00	248.45	62.81
100-00-53100-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-53100-320-000	Memberships/Dues	0.00	0.00	300.00	300.00	0.00
100-00-53100-321-000	Publications	0.00	159.95	306.00	146.05	52.27
100-00-53100-330-000	Educ/Trng/Travel	8.94	166.31	550.00	383.69	30.24
100-00-53100-331-000	Motor Fuel	0.00	7,164.47	20,000.00	12,835.53	35.82
100-00-53100-340-000	Hand Tls,Matals,Spplys	193.15	6,562.36	10,000.00	3,437.64	65.62
100-00-53100-352-000	Office Equip Maint.	0.00	295.61	304.00	8.39	97.24
100-00-53100-353-000	Info Tech	0.00	3,414.81	2,974.00	-440.81	114.82
100-00-53100-354-000	Equip Maint (Non-Office)	286.88	20,852.53	25,345.00	4,492.47	82.27
100-00-53100-361-000	Building Maintenance	400.00	12,249.65	6,022.00	-6,227.65	203.41
100-00-53100-362-000	Grounds Maintenance	0.00	0.00	1,000.00	1,000.00	0.00
100-00-53100-390-000	Miscellaneous	0.00	18.00	0.00	-18.00	0.00
100-00-53100-510-000	Ins (Non-Labor)	0.00	34,114.95	37,825.00	3,710.05	90.19
100-00-53100-740-000	Losses/Damages	0.00	4,416.04	0.00	-4,416.04	0.00
100-00-53100-790-000	Donations/Grants Expenditures	0.00	496.37	0.00	-496.37	0.00
100-00-53100-821-000	Building Improvement	0.00	324.95	0.00	-324.95	0.00
100-00-53320-215-000	Hired/Contractual	0.00	3,335.00	20,000.00	16,665.00	16.68
100-00-53320-291-000	Equipment Rental	0.00	0.00	0.00	0.00	0.00
100-00-53320-340-000	Hand Tool,Mater./Supplies	0.00	7.29	1,000.00	992.71	0.73
100-00-53320-354-000	Equip Maint (Non-Office)	0.00	4,792.55	10,000.00	5,207.45	47.93
100-00-53320-371-000	Salt/Sand	0.00	52,848.81	75,000.00	22,151.19	70.47
100-00-53320-372-000	Contingency for Snow	0.00	0.00	0.00	0.00	0.00



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Fund: 100 - General Fund

Account Number		2025 October	2025 Actual 10/10/2025	2025 Budget	Budget Status	% of Budget
100-00-53320-390-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53330-221-000	Electricity - Signals	0.00	4,312.22	6,510.00	2,197.78	66.24
100-00-53330-240-000	Maint/Repair - Signals	0.00	303.33	4,711.00	4,407.67	6.44
100-00-53330-390-000	Miscellaneous - Signals	0.00	0.00	0.00	0.00	0.00
100-00-53340-354-000	Equip Maint (Non-Office)	0.00	11,025.27	25,000.00	13,974.73	44.10
100-00-53340-390-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53420-221-000	Electricity	0.00	41,196.66	45,600.00	4,403.34	90.34
100-00-53420-240-000	Maint/Repair	245.30	15,440.74	9,693.00	-5,747.74	159.30
100-00-53420-354-000	Equip Maint (Non-Office)	0.00	0.00	0.00	0.00	0.00
100-00-53420-373-000	Lights Installation	0.00	0.00	0.00	0.00	0.00
100-00-53420-390-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53500-291-000	Non-City Equipment Rental	0.00	0.00	0.00	0.00	0.00
100-00-53500-390-000	Non-City Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-53510-720-000	Contribution to Airport	0.00	23,282.00	23,282.00	0.00	100.00
100-00-53540-000-000	Boat Launch Site Maint	0.00	121.00	3,359.00	3,238.00	3.60
100-00-53620-220-000	Refuse Collection Contract	0.00	155,709.12	243,351.00	87,641.88	63.99
100-00-53621-220-000	Large Item Garbage Exp	0.00	26.97	0.00	-26.97	0.00
100-00-53622-220-000	Garage disposal abatements	0.00	883.40	0.00	-883.40	0.00
Public Works		17,465.56	892,859.59	1,224,218.00	331,358.41	72.93
100-00-54910-720-000	Contribution to Cemetery	0.00	32,500.00	32,500.00	0.00	100.00
Health & Human Services		0.00	32,500.00	32,500.00	0.00	100.00
100-00-55200-110-000	Salary/Wages	4,257.32	114,697.33	143,493.00	28,795.67	79.93
100-00-55200-130-000	FICA/Medicare	311.82	8,315.82	10,977.00	2,661.18	75.76
100-00-55200-131-000	Health Insurance	0.00	16,681.32	24,792.00	8,110.68	67.29
100-00-55200-132-000	FSA Contribution	0.00	875.26	850.00	-25.26	102.97
100-00-55200-133-000	Dental Insurance	0.00	1,238.76	1,143.00	-95.76	108.38
100-00-55200-134-000	Vision Insurance	26.27	262.70	294.00	31.30	89.35
100-00-55200-135-000	Retirement	287.19	6,169.48	7,228.00	1,058.52	85.36
100-00-55200-191-000	Protective Clthng/Gear	0.00	728.98	1,000.00	271.02	72.90
100-00-55200-221-000	Electricity	0.00	4,863.80	6,000.00	1,136.20	81.06
100-00-55200-223-000	Water/Sewer	5,436.97	23,257.81	24,000.00	742.19	96.91
100-00-55200-224-000	Telephone/Fax	0.00	2,299.09	2,000.00	-299.09	114.95
100-00-55200-232-000	Trees & Brush	2,500.00	6,179.60	10,000.00	3,820.40	61.80
100-00-55200-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-55200-330-000	Educ/Trng/Travel	0.00	2,253.24	1,250.00	-1,003.24	180.26
100-00-55200-340-000	Hand Tools,Material,Supp	0.00	2,901.12	3,479.00	577.88	83.39
100-00-55200-353-000	IT Service Fees	0.00	740.25	0.00	-740.25	0.00
100-00-55200-354-000	Equip Maint (Non-Office)	0.00	3,997.31	5,218.00	1,220.69	76.61
100-00-55200-361-000	Building Maintenance	0.00	4,932.92	11,000.00	6,067.08	44.84
100-00-55200-362-000	Grounds Maintenance	0.00	12,418.92	13,000.00	581.08	95.53
100-00-55200-363-000	Tree Tribute Program Expense	0.00	0.00	160.00	160.00	0.00
100-00-55200-364-000	Parks Fund Raising Expenses	0.00	0.00	0.00	0.00	0.00
100-00-55200-390-000	Miscellaneous	0.00	342.14	0.00	-342.14	0.00
100-00-55200-510-000	Ins (Non-Labor)	0.00	12,884.00	12,250.00	-634.00	105.18
100-00-55200-740-000	Losses/Damages	0.00	1,792.99	0.00	-1,792.99	0.00
100-00-55200-790-000	Donations/Grants Expenditures	0.00	116,444.05	0.00	-116,444.05	0.00



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Account Number		2025 October	2025 Actual 10/10/2025	2025 Budget	Budget Status	% of Budget
100-00-55200-820-000	Expenditure of Parkland Ded.	0.00	0.00	0.00	0.00	0.00
100-00-55200-821-000	Building Improvement	0.00	0.00	0.00	0.00	0.00
100-00-55300-110-000	Salary/Wages	0.00	0.00	0.00	0.00	0.00
100-00-55300-130-000	FICA/Medicare	0.00	0.00	0.00	0.00	0.00
100-00-55300-135-000	Retirement	0.00	0.00	0.00	0.00	0.00
100-00-55300-220-000	Transportation	0.00	0.00	0.00	0.00	0.00
100-00-55300-224-000	Telephone/Fax	0.00	0.00	0.00	0.00	0.00
100-00-55300-310-000	Office Supplies	0.00	0.00	0.00	0.00	0.00
100-00-55300-313-100	Supplies for COVID-19	0.00	0.00	0.00	0.00	0.00
100-00-55300-330-000	Educ/Trng/Travel	0.00	0.00	0.00	0.00	0.00
100-00-55300-390-000	Miscellaneous	0.00	25,000.00	25,000.00	0.00	100.00
100-00-55300-395-000	Arts/Crafts	0.00	0.00	0.00	0.00	0.00
100-00-55300-396-000	Softball/Baseball	0.00	0.00	0.00	0.00	0.00
100-00-55300-397-000	Rec Tennis	0.00	0.00	0.00	0.00	0.00
100-00-55300-398-000	Golf	0.00	0.00	0.00	0.00	0.00
100-00-55300-399-000	Special Events	0.00	0.00	0.00	0.00	0.00
100-00-55300-814-000	Baseball Equip/Uniform	0.00	0.00	0.00	0.00	0.00
100-00-55310-390-000	Celebrations/Entertainment	0.00	30,780.47	25,750.00	-5,030.47	119.54
Culture, Recreation & Educ		12,819.57	400,057.36	328,884.00	-71,173.36	121.64
100-00-56400-110-000	Salary/Wages	618.99	12,699.40	15,798.00	3,098.60	80.39
100-00-56400-130-000	FICA/Medicare	43.35	946.04	1,209.00	262.96	78.25
100-00-56400-131-000	Health Insurance	0.00	4,906.26	6,542.00	1,635.74	75.00
100-00-56400-132-000	FSA Contribution	0.00	159.50	250.00	90.50	63.80
100-00-56400-133-000	Dental Insurance	0.00	252.09	336.00	83.91	75.03
100-00-56400-134-000	Vision Insurance	7.19	71.90	86.00	14.10	83.60
100-00-56400-135-000	Retirement	43.02	930.90	1,098.00	167.10	84.78
100-00-56400-202-000	Building Inspections	0.00	39,246.00	50,000.00	10,754.00	78.49
100-00-56400-213-000	Legal/Recording	0.00	546.60	2,137.00	1,590.40	25.58
100-00-56400-214-000	Map & Planning Services	0.00	2,832.00	5,000.00	2,168.00	56.64
100-00-56400-220-000	Rental Inspection	0.00	0.00	0.00	0.00	0.00
100-00-56400-224-000	Telephone/Fax	0.00	152.00	456.00	304.00	33.33
100-00-56400-290-000	Code Enforcement Services	0.00	351.00	0.00	-351.00	0.00
100-00-56400-310-000	Office Supplies	0.00	566.18	304.00	-262.18	186.24
100-00-56400-321-000	Publications	0.00	490.61	445.00	-45.61	110.25
100-00-56400-330-000	Educ/Trng/Travel	0.00	0.00	250.00	250.00	0.00
100-00-56400-353-000	InfoTech	0.00	0.00	250.00	250.00	0.00
100-00-56400-390-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
100-00-56700-210-000	Economic Devel Prof Services	0.00	200.00	2,500.00	2,300.00	8.00
100-00-56700-390-000	Econ Dev Misc	0.00	0.00	0.00	0.00	0.00
100-00-56710-000-000	Tourism	0.00	0.00	168,000.00	168,000.00	0.00
100-00-56710-210-000	Professional Service	0.00	98,623.99	0.00	-98,623.99	0.00
100-00-56710-240-000	Building/Equip Maintenance	0.00	0.00	0.00	0.00	0.00
100-00-56710-310-000	Office Supplies	0.00	837.60	0.00	-837.60	0.00
100-00-56710-311-000	Postage Expense	0.00	0.00	0.00	0.00	0.00
100-00-56710-330-000	Travel/Educ./Training	0.00	425.00	0.00	-425.00	0.00
100-00-56710-400-000	Marketing Misc.	0.00	553.91	0.00	-553.91	0.00
100-00-56710-400-100	Tourism Development	0.00	0.00	0.00	0.00	0.00



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Account Number		2025 October	2025 Actual 10/10/2025	2025 Budget	Budget Status	% of Budget
100-00-56710-400-200	Digital Marketing	0.00	7,500.00	0.00	-7,500.00	0.00
100-00-56710-400-300	Purchased Media	0.00	2,800.00	0.00	-2,800.00	0.00
100-00-56710-400-400	TV	0.00	0.00	0.00	0.00	0.00
100-00-56710-400-500	Print Media	0.00	8,825.00	0.00	-8,825.00	0.00
100-00-56710-500-000	Event Support Grants	150.00	43,071.20	0.00	-43,071.20	0.00
Conservation & Development		862.55	226,987.18	254,661.00	27,673.82	89.13
100-00-57100-000-000	Contingency	0.00	10,881.35	25,000.00	14,118.65	43.53
100-00-57331-000-000	Highway & Street Outlay- local	0.00	0.00	0.00	0.00	0.00
Capital Improvement		0.00	10,881.35	25,000.00	14,118.65	43.53
100-00-58100-000-000	Debt Principal Payment	0.00	259,001.30	330,000.00	70,998.70	78.49
100-00-58200-000-000	Debt Interest	0.00	173,097.16	147,291.00	-25,806.16	117.52
100-00-58200-690-000	Debt Issuance Cost	0.00	0.00	0.00	0.00	0.00
100-00-58230-691-000	Other Debt Expenses	0.00	800.00	800.00	0.00	100.00
Debt		0.00	432,898.46	478,091.00	45,192.54	90.55
100-00-59201-000-000	Contribution to Library	0.00	392,800.00	392,800.00	0.00	100.00
100-00-59202-000-000	Contribution to Taxi	0.00	40,000.00	40,000.00	0.00	100.00
100-00-59210-000-000	TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00
100-00-59230-000-000	Transfer to Equip Replace	0.00	0.00	0.00	0.00	0.00
100-00-59230-000-100	Transfer to ERF Admin	0.00	17,075.00	10,000.00	-7,075.00	170.75
100-00-59230-000-200	Transfer to ERF Police	0.00	133,000.00	100,000.00	-33,000.00	133.00
100-00-59230-000-300	Transfer to ERF Fire	0.00	209,818.00	209,818.00	0.00	100.00
100-00-59230-000-400	Transfer to ERF Streets	0.00	133,000.00	98,000.00	-35,000.00	135.71
100-00-59230-000-500	Transfer to ERF Parks	0.00	25,000.00	25,000.00	0.00	100.00
100-00-59230-000-600	Transfer to ERF Build Maint	0.00	50,000.00	20,000.00	-30,000.00	250.00
100-00-59230-000-700	Transfer to ERF From PD CD	0.00	0.00	0.00	0.00	0.00
100-00-59240-000-000	Transfer to Capital Projects	0.00	150,000.00	75,000.00	-75,000.00	200.00
Interfund Transfers		0.00	1,150,693.00	970,618.00	-180,075.00	118.55
Total Expenses		99,130.90	5,354,981.85	6,136,210.00	781,228.15	87.27
Net Totals		32,271.70	-431,515.86	-1.00	431,514.86	

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 092547

To Owner: City of Mauston
303 Mansion Street
Mauston, WI 53948

Project: 3481- Hatch Public Library
111 W State Street
Mauston WI 53948

Application No.: 2

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Period To: 9/30/2025

From Contractor: Market & Johnson, Inc.
2350 Galloway Street
Eau Claire, WI 54703

Via Architect:

Project Nos:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

- 1. Original Contract Sum \$2,429,500.00
- 2. Net Change By Change Order \$0.00
- 3. Contract Sum To Date \$2,429,500.00
- 4. Total Completed and Stored To Date \$266,102.75

- 5. Retainage :
 - a 9.39% of Completed Work \$24,974.47
 - b 0.00% of Stored Material \$0.00

- Total Retainage \$24,974.47
- 6. Total Earned Less Retainage \$241,128.28
- 7. Less Previous Certificates For Payments \$31,080.45
- 8. Current Payment Due \$210,047.83 ✓

- 9. Balance To Finish, Plus Retainage \$2,188,371.72

CHANGE ORDER SUMMARY		Additions	Deductions
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total Approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
Net Changes By Change Order		\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

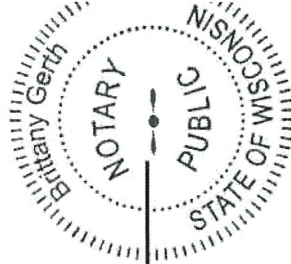
CONTRACTOR: Market & Johnson, Inc.

Signed by:

Sam Furtak

BY: 6A3E8C790FE480... Date: 10/3/25

State of: Wisconsin County of: Eau Claire
Subscribed and sworn to before me this 3 day of October 2025
Notary Public: Brianna Gerth
My Commission expires: June 16, 2028



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$210,047.83 ✓

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Valantine J. Schute, Jr., Brierley Architects, Inc.
By: Valantine J. Schute, Jr. Date: 10.6.2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply

Application No.: 2

Application Date: 9/30/2025

To: 9/30/2025

Architect's Project No.:

Invoice #: 092547 Contract: 3481- Hatch Public Library

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	To Date					
02 41 19	Selective Demolition	55,239.00	407.71		43,783.49	0.00	44,191.20	11,047.80	4,398.74
03 30 00	Cast In Place Concrete	61,400.00	0.00		49,120.00	0.00	49,120.00	12,280.00	4,912.00
04 20 00	Unit Masonry	81,365.00	0.00		535.89	0.00	535.89	80,829.11	53.59
05 10 01	Structural Steel Install	36,320.00	0.00		0.00	0.00	0.00	36,320.00	0.00
05 10 02	Structural Steel Supply	58,665.00	0.00		20,000.00	0.00	20,000.00	38,665.00	2,000.00
06 10 00	Building Works	73,870.00	0.00		452.58	0.00	452.58	73,417.42	45.26
06 40 00	Architectural Woodwork	86,412.00	0.00		0.00	0.00	0.00	86,412.00	0.00
07 24 00	Exterior Insulation and Finish Systems	20,850.00	0.00		0.00	0.00	0.00	20,850.00	0.00
07 90 00	Joint Sealants	10,198.00	0.00		0.00	0.00	0.00	10,198.00	0.00
08 10 00	Doors Frames & Hardware	75,319.00	0.00		0.00	0.00	0.00	75,319.00	0.00
08 31 00	Access Doors and Panels	1,500.00	0.00		0.00	0.00	0.00	1,500.00	0.00
08 33 00	Coiling Doors and Grilles	66,455.00	0.00		0.00	0.00	0.00	66,455.00	0.00
08 80 00	Glazing	91,359.00	0.00		0.00	0.00	0.00	91,359.00	0.00
09 21 16	Gypsum Board Assemblies	216,826.00	0.00		734.00	0.00	734.00	216,092.00	73.40
09 30 00	Tiling	34,140.00	0.00		0.00	0.00	0.00	34,140.00	0.00
09 50 00	Ceilings	198,800.00	0.00		0.00	0.00	0.00	198,800.00	0.00
09 60 00	Soft Flooring	102,628.00	0.00		0.00	0.00	0.00	102,628.00	0.00
09 90 00	Painting & Coating	99,516.00	0.00		0.00	0.00	0.00	99,516.00	0.00
10 14 00	Signage	4,099.00	0.00		0.00	0.00	0.00	4,099.00	0.00
10 26 00	Wall and Door Protection	2,420.00	0.00		0.00	0.00	0.00	2,420.00	0.00
10 28 00	Toilet and Bath Accessories	6,161.00	0.00		0.00	0.00	0.00	6,161.00	0.00
10 40 00	Safety Specialties	1,611.00	0.00		0.00	0.00	0.00	1,611.00	0.00
14 20 00	Elevators	143,000.00	0.00		57,200.00	0.00	57,200.00	85,800.00	5,720.00
21 00 00	Fire Protection	53,557.00	0.00		5,000.00	0.00	5,000.00	48,557.00	500.00
22 00 00	Plumbing	75,400.00	0.00		15,500.00	0.00	15,500.00	59,900.00	1,550.00
23 00 00	HVAC	206,453.00	0.00		0.00	0.00	0.00	206,453.00	0.00
26 00 00	Electrical	232,315.00	10,000.00		0.00	0.00	10,000.00	222,315.00	500.00
31 00 00	Earthwork	38,777.00	0.00		0.00	0.00	0.00	38,777.00	0.00
32 16 00	Site Concrete	16,991.00	0.00		1,277.03	0.00	1,277.03	15,713.97	127.70
91 50 00	General Conditions	277,854.00	22,308.56		39,783.49	0.00	62,092.05	215,761.95	5,093.78
Grand Totals		2,429,500.00	32,716.27		233,386.48	0.00	266,102.75	2,163,397.25	24,974.47

Section 8, Item b.

**MAUSTON FIRE DEPARTMENT
MEMBERS OF JUNEAU COUNTY FIREFIGHTER'S ASSOCIATION
MAUSTON, WI 53948**

Section 9, Item a.

Report For September 2025

Date	Call Number	Description	Address
9/1/2025	2500104	Crash/Injury	MM68
9/7/2025	2500105	Crash/Injury & Gas leak	27 Ponderosa Dr.
9/15/2025	2500106	Fire Alarm	600 McEvoy St.
9/21/2025	2500107	Crash/Injury	CTH K & Buglass Rd
9/22/2025	2500108	Tree on power line	15th & 47th
9/23/2025	2500109	Crash/Injury	Martin St. & Attewell St.
9/26/2025	2500110	Crash/Injury	503 Gateway Ave.
9/29/2025	2500111	Vehicle Fire	CTH O & STH 12/16
9/30/2025	2500112	Crash/Injury	STH 12/16 & CTH B

Chief

MAUSTON FIRE DEPT. MONTHLY CALL LOG																
MONTH: September 2025																
NAME			Total Hours	YTD Calls	#	9/1/2025 Mauston	9/7/2025 Mauston	9/15/2025 Mauston	9/21/2025 Seven Mile	9/22/2025 Lemonweir	9/23/2025 Mauston	9/26/2025 Mauston	9/29/2025 Lemonweir	9/30/2025 Lindina	9/8/2025 Drill	9/22/2025 Drill
Jim	Allaby	Captain	16	95		2	2			2	2	2	2		2	2
Derek	Brown		6	28							2				2	2
Nate	Brown		10	32							2		2	2	2	2
Paul	Brown		8	41				2		2			2	2		
Chris	Carioscia	Lt.	6	64			2			2	2					
Bob	Curran		14	102			2	2	2		2	2			2	2
Corbin	Czyscon															2
Brandon	Goyette		14	90		2	2	2	2			2			2	2
Shaun	Goyette		10	52			2		2	2					2	2
Kim	Hale		22	114		2	2	2	2	2	2	2	2	2	2	2
Richard	Hale	Lt.	6	83					2		2				2	
Dylan	Huettl		6	38						2			2			2
Treaton	Jefferies		6	71			2				2					2
Kailyn	Kreuger		8	30			2			2					2	2
Jamie	Koentopp		8	6						2		2	2			2
Logan	Ladwig		2	5												2
Todd	Lehr		2	7												2
Brent	Lenorud	Chief	14	61			2			2	2		2	2	2	2
Mike	Lutz	Captain	18	64		2	2	2	2	2		2	2		2	2
Mike	Minard		14	73		2	2				2	2	2	2	2	
Aaron	Nelson		12	87		2	2	2		2		2				2
Blake	Nelson		0	5												
Rob	Nelson	Asst. Chief	12	66						2	2		2	2	2	2
Derek	Pesik		8	78			2							2	2	2
Andy	Potter		4	32						2						2
Glenn	Priest		4	40									2		2	
Bob	Resch	Captain	14	82					2	2	2	2	2	2		2
Brock	Seifeirt		8	97						2	2				2	2
Kevin	Stillson	Lt.	18	109				2	2	2	2	2	2	2	2	2
Peter	Treml		0	3												
Mark	Webster		0	0												
Jacob	Weiland		0	9												
Month Man hours	272		254			12	26	14	16	32	28	20	26	18	34	46
Month Pay	\$3,808.00					\$168.00	\$364.00	\$196.00	\$224.00	\$448.00	\$392.00	\$280.00	\$364.00	\$252.00	\$476.00	\$644.00

THE MAUSTON FIRE DEPARTMENT

MEMBERS OF JUNEAU COUNTY FIREFIGHTER'S ASSOCIATION

MAUSTON, WISCONSIN 53948

September 2025

In September the Fire Department had 9 calls. There were 5 calls in the city and 4 calls in the rural area.

The city had 100 man hours.

The Rural had 92 man hours.

Two drills resulted in 78 man hours.

The total man hours for September was 270 man hours.

Brent D. Lenorud

Chief

AMENDED DEVELOPER AGREEMENT

Document Number:

Return Address:

Parcel ID Number: see attached Exhibit A

THIS AGREEMENT (“Agreement”) made this ____ day of September, 2025, by and between the City of Mauston, a Wisconsin municipal corporation (“the City”) and Sawyer Ridge, LLC, a Wisconsin limited liability company, or its assignee (“Developer”). The City and Developer may be individually referred to as a “Party” and collectively identified here as “the Parties” to this Agreement.

The City and Developer previously executed a Development Agreement dated May 16, 2025, which agreement was recorded in the Office the Register of Deeds for Juneau County, Wisconsin, as Document Number 768486 (“Original Agreement”). This Agreement amends the Original Agreement and is executed solely for the purposes of: 1) adding the missing legal description of the Real Estate on Exhibit A attached hereto; and 2-) acknowledging the Developer’s right to convey to a third party all or any portion of the Real Estate, as set forth in Section 10.10.

The City has established Tax Incremental District No. 5 to the City of Mauston (“the District”) through action of its Joint Review Board, City Planning Commission and City Council, as amended. As approved, the District expires on September 29, 2042. The City is authorized under Section 66.1105(3)(e) of the Wisconsin Statutes to enter into an

agreement to implement the provisions and effectuate the purposes of the District plan as approved (“the District Plan”). The City is also authorized, under Section 66.1105 of the Wisconsin Statutes and the District Plan, to provide project development incentives and/or pay for municipal improvements or other project costs, to be reimbursed from the property tax increments generated from the project development.

The City owns a parcel of real estate more particularly described on the attached Exhibit A to this agreement (“the Real Estate”), which is incorporated here by reference. The City agrees to convey the Real Estate to Developer for the sum of One and 0/100 Dollars (\$1.00) on the terms set forth in this agreement, and this agreement is provided in partial consideration of this sale.

The City finds and determines that private development of the project is consistent with the public purposes, plans and objectives respectively set forth in the District Plan, and expenditures by the City would act as an inducement for the private development of the project, thereby making more likely accomplishment of the public purpose objectives set forth in the District Plan and the overall objectives of the City and would provide employment and expand the tax base of the City.

THEREFORE, in consideration of the findings, determinations and other considerations set forth above, the City and Developer agree that once conveyed to Developer the Real Estate shall be held, transferred, sold, conveyed and occupied subject to the following conditions, covenants, restrictions, reservations and easements:

1. Developer Contingencies. The obligations of Developer under this Agreement are contingent upon satisfaction of the following contingencies:

- 1.1. Final approval of this Agreement and the Project Development by the City of Mauston in accord with all required city procedures on or before June 1, 2025.
- 1.2. On or before August 1, 2025, the City issues a conditional use permit under the applicable zoning ordinances, approving the Project Development under all applicable zoning ordinances.
- 1.3. Developer shall, at its own cost and by way of a new certified survey map, split the Real Estate into two separate parcels of approximately 2.5 acres each sufficient to meet the requirements of the Project Development, on or before July 1, 2025 (hereafter referred to as the “CSM.” The two lots created under the CSM shall be referred to hereafter as “Lot 1” and “Lot 2, respectively”.
- 1.4. On or before July 1, 2025, Developer’s review and approval of a title insurance commitment covering the Real Estate under the said CSM, showing that the City can convey the Real Estate to Developer free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of municipal and utility services, recorded building and use restrictions and covenants, and Developer’s review and approval of any such exceptions, and the City’s subsequent conveyance of the Real Estate to Developer in accord with the terms of this Agreement and said title commitment;

1.5. On or before July 1, 2025, Developer's completion of a Geotechnical Evaluation of the Real Estate at Developer's expense, and Developer's determination that the soils and related conditions are acceptable for the Project Development as set forth on Exhibit B. Subsequent to execution of this Agreement Developer and its agents shall have full access to the Real Estate for the purpose of completing the Geotechnical Evaluation and all other due diligence investigations into the suitability of the Real Estate for the Project Development.

1.6. On or before July 1, 2025, Developer obtaining a Phase 1 environmental site assessment, at the Developer's expense, and the Developer determining based on said assessment that the Real Estate is acceptable for its development purposes without unreasonable risk of environmental contamination.

2. Project Development. Upon satisfaction of all the contingencies set forth in Section 1, this project shall proceed in two phases (hereafter referred to as "Phase 1" and/or "Phase 2"). Phase 1 shall be built on Lot 1 and Phase 2, if elected, shall be built on Lot 2. Upon execution of this agreement Developer shall proceed with Phase 1 in accord with the terms of this agreement. Developer, in its sole discretion, has the option to proceed with Phase 2 in accord with the timeline set forth below. If Developer chooses not to proceed with Phase 2, then such action shall not be a default under this agreement and Developer shall not forfeit any

Developer Incentives earned under Phase 1 however, Developer will not be entitled to receive any of the Phase 2 incentives.

2.1 Phase 1: Developer shall construct on Lot 1 as part of Phase 1, two (2) multi-family commercial buildings and related structures with a total of not less than twenty-eight (28) units for use as residential dwellings, as depicted on the preliminary site plan which is attached and incorporated as Exhibit B to this Agreement (collectively, “the Project Development”) and otherwise in accord with the terms of this Agreement.

2.2 Phase 2: If Developer elects to proceed with Phase 2 then Developer shall construct on Lot 2 an additional two (2) multi-family commercial buildings and related structures with a total of not less than twenty-eight (28) units for use as residential dwellings, as depicted on the preliminary site plan which is attached and incorporated as Exhibit B to this Agreement. If Developer elects to proceed with Phase 2, then the term “Project Development” as used in this agreement shall refer to both Phase 1 and Phase 2. Developer reserves the right to occupy one of the units in Phase 1 or Phase 2 as a leasing/management office for the Property.

2.3 The Real Estate and the Project Development improvements collectively (including Phase 2 if elected), shall be referred to as the “Property.” All structures and other improvements shall be designed and constructed in conformance with all applicable building and other State, County and Mauston municipal codes. In addition, all structures, improvements and landscaping shall be designed and constructed to present appropriate visual aesthetics as set forth

on the Renderings attached hereto as Exhibit C, which are hereby approved by the City. No phase or portion of the Project Development shall be placed into service or used for commercial operation as residential units prior to final inspection and the issuance of an occupancy or other required operational permits from the State of Wisconsin and/or City of Mauston (collectively the “Occupancy Permits”), and no phase of the Project Development shall be deemed to have been “completed” within the meaning of this Agreement until such inspection and the Occupancy Permits have been issued.

2.4 Design Plans. Developer shall not commence construction or place any structure, improvement or landscaping on Lot 1 or Lot 2 until the City, through its Planning Commission and City Council, has approved, in writing, design plans for each of Phase 1 or Phase 2, respectively, of the Project Development., All design plans shall be prepared in sufficient detail to establish compliance with all applicable State, County and municipal legal and code requirements, and also with the terms of this Agreement as determined in the sole discretion of the City. Once approved, Developer shall fully comply with all such design plans, unless otherwise mutually agreed by the Parties in a written amendment to this Agreement.

3. Conveyance of Real Estate and Project Timelines.

3.1.1 Conveyance of Real Estate. Any conveyance of real estate from the City to the Developer pursuant to the terms of this agreement shall be conveyed by quit claim deed as is, without warranty of title or conditions of the Real Estate, except as otherwise set forth in Section 3.1.2. All costs of sale, including

but not limited to recording and closing costs, and title insurance, shall be paid by Developer.

3.1.2 City Representations as to Environmental Matters. The City warrants and represents to the Developer that, to the best of the City's knowledge after reasonable inspection, (i) the Real Estate has never been used as a landfill, dump or industrial waste disposal site; (ii) the property is in compliance with all federal, state and local laws, regulations, ordinances, codes and orders governing, limiting or otherwise affecting the discharge, storage, release, leakage or disposal of solid, hazardous or toxic waste, air pollutants, water pollutants, or processed waste water; (iii) there are no pending or threatened actions or proceedings against the City or the Real Estate with regard to the foregoing; (iv) there currently are no underground storage tanks located on the Real Estate and (v) there is no past, present or threatened future migration of environmental contamination from adjacent parcels onto or under the Real Estate. The foregoing warranties and representations are made as of the date of this agreement and shall be deemed remade as of the closing dates for the conveyance of Lot 1 and Lot 2 and shall survive the closing of the transactions.

3.1.3 Special Assessments Waived. The City warrants and represents that there are no pending special assessments against the Real Estate, and to the extent that there are any special assessments pending or levied against the Real Estate as of the date of conveyance to Developer, the City waives the right to collect these against the Developer.

3.2 No Transfer to Exempt Entities. Prior to closure of the Tax Increment District, no portion of the Real estate shall be sold, transferred or conveyed to leased or owned by any entity or use in any manner that would render any part of the Real Estate exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City, in a form satisfactory to the City, providing for acceptable payments to the City in lieu of taxes. Any approved conveyance of the Real Estate shall include a deed restriction, in favor of the City, incorporating the terms of this transfer restriction.

3.3 Project Timelines. Upon satisfaction of the contingencies set forth in Section 1, above, and within fifteen (15) days after written request from Developer, the City shall convey Lot 1 to Developer in accord with the terms of this agreement. Developer shall pay to the City the One Dollar (\$1.00) purchase price within 5 business days of said conveyance. Upon said conveyance Developer shall comply with the following construction and occupancy timelines:

3.3.1 Phase 1: Developer shall commence groundbreaking for Phase 1 no later than September 30, 2025. Developer shall thereafter proceed diligently and expeditiously to complete phase 1 of the Project Development no later than December 31, 2026.

3.3.2 Phase 2: Provided that Developer has timely completed construction of Phase 1 as indicated by issuance of the required certificate of occupancy, then within fifteen (15) days of written request from Developer the City shall convey Lot 2 to Developer in accord with the terms of this agreement. No further cash payment from Developer to City for the

conveyance of Lot 2 shall be required, said conveyance being supported by the other consideration set forth in this agreement. Upon completion of said conveyance, Developer shall commence groundbreaking for Phase 2 no later than September 30, 2027. Developer shall thereafter proceed diligently and expeditiously to complete Phase 2 of the Project Development no later than December 31, 2028.

3.3.3 City Option to Repurchase. Notwithstanding any other provision contained in this agreement, if Developer takes title to Lot 1 but fails to break ground for construction of Phase 1 on or before September 30, 2025, or if Developer takes title to Lot 2 but fails to break ground for construction of Phase 2 on or before September 30, 2027, then the City shall thereafter have the option to immediately repurchase Lot 1 or Lot 2, respectively, at a cash price of One Dollar (\$1.00), which repurchase shall be free from any lien or other encumbrance on the real estate. If the City exercises this option to repurchase Lot 1, then on concluding such repurchase from the Developer the terms of this agreement shall be void, and the city and the Developer shall have no further obligation or liability to each other under this agreement. If the City exercises this option to repurchase Lot 2, then on concluding such repurchase from the Developer the terms of this agreement as to Phase 2 shall be void, and the City and the Developer shall have no further obligation or liability to each other under this agreement as it relates to Phase 2 only, and all rights and obligations of the parties under this agreement related to Phase 1 shall remain in full

force and effect. This option shall be in addition to any other legal or equitable remedy available to the City under this agreement.

3.4 Land Dedication Fees. Within 15 days after issuance of the Occupancy Permits for a completed building, Developer shall pay to the City a land dedication fee of Two Hundred Fifty Dollars (\$250.00) per unit in the completed building.

4. Developer Incentives. The Parties acknowledge that the City and Developer will mutually benefit from an accelerated increase in tax increment within the District. Therefore, subject to all other terms and provisions of this Agreement, the City shall provide to Developer financial incentives in the total amount of One Million One Hundred Twenty-five Thousand and 00/100 Dollars (\$1,125,000.00), to be paid as follows:

4.1 Forgivable Loan.

A) The City shall provide to Developer a forgivable loan in the amount of Seven Hundred Seventy-Five Thousand and 0/100 Dollars (\$775,000.00) with an interest rate of 0% (the “Loan”). Developer may use the Loan’s proceeds only for Project costs/expenditures previously approved by the City. The Loan shall be evidenced by a promissory note in such form as agreed to by the parties.

B) Forgivable Loan Disbursement. The City shall pay to Developer (to be held in escrow by the title company that issues the title commitment in accord with Subsection (C), below), the first Five Hundred Thousand and 00/100 Dollars (\$500,000.00) loan proceeds to Developer

no later than fifteen (15) days after issuance of the Building Permits for both buildings in Phase 1 of the Project Development. The City shall pay to Developer (to be held in escrow in accord with the provisions of Subsection (C), below,) the remaining Two Hundred Seventy-five Thousand and 0/100 Dollars (\$275,000.00) of loan proceeds no later than five (5) days after issuance of the Occupancy Permits for both buildings in Phase 1 of the Project Development (the City shall not unreasonably delay issuance of the Occupancy Permits).

C) Forgivable Loan Escrow Terms. The City shall deposit all loan proceeds distributable pursuant to Subsection (B), above, into a construction disbursement escrow account (the “Escrow Account”) within the time deadlines set forth above. The Escrow Account shall be maintained by Developer’s title company subject to an escrow agreement agreed to by the City, the Developer, and the title company (the “Escrow Agreement”). Disbursements from the Escrow Account shall be supported by draw requests from Developer submitted to Developer’s construction lender and the City. All draw requests are subject to the express written approval of the Developer’s construction lender within five (5) days. Subsequent to a draw request approval by the construction lender, the construction lender will notify the title company of the draw request approval, and the title company will release funds from the Escrow Account to the construction lender within three (3) days. Notwithstanding anything to the contrary, disbursements from the Escrow Account are not payable in the event there is an uncured

Developer Default of this Agreement (unless the City agrees that Developer is using best efforts to cure the Default, which agreement by the City shall not be unreasonably withheld).

D) Loan Forgiveness. Beginning January 1 of the first calendar year after issuance of the Occupancy Permits for both buildings in Phase 1 of the Project Development, the City shall forgive an amount equal to Ten percent (10%) of the principal balance of funded Loan Proceeds due under the Loan, and the City shall forgive the same amount on January 1 of each year thereafter for ten (10) consecutive years, until the full amount due under the Loan is forgiven in full. Provided, however, that loan forgiveness shall be contingent upon the following circumstances being met as of January 1 each year: (i) there is no uncured Default by Developer under this Agreement unless City agrees Developer is using best efforts to cure the Default, which agreement by the City shall not be unreasonably withheld); and (ii) Developer has paid in full the real estate taxes assessed against the Property for the prior year. In the event that either (i) or (ii) is not satisfied as of January 1 of any given year, then the City shall make the annual loan forgiveness within ten (10) days of Developer remedying the failure under (i) or (ii). Notwithstanding the foregoing, Developer may, after issuance of the required occupancy permits, , expedite Loan forgiveness, in whole or in part, at any time prior to the date of the scheduled final loan forgiveness. If Developer wishes to expedite Loan forgiveness, in whole or in part, Developer shall provide City a written request for the same. The City shall

within ten (10) days after receiving such written request issue a full and final forgiveness of all remaining amounts due under the Loan.

E) Developer Representations and Warranties to City.

Notwithstanding anything to the contrary in the Escrow Agreement or the Development Agreement, a draw request complying with the provisions of the Escrow Agreement constitutes the Developer's representations and warranties to the City that: (i) any completed construction is substantially in accordance with the plans and specifications of the Project, (ii) all Project costs detailed in previously approved draw requests have in fact been paid, (iii) all the representations and warranties contained in the Development Agreement continue to be true and correct in all material respects, (iv) no event of Default shall have occurred or continues hereunder, and (v) Developer continues to be in compliance in all respects with all of the terms, covenants, and conditions contained in the Development Agreement. In addition, each draw request shall be true, complete and accurate and the submission of the same constitutes a reaffirmation of the representations and warranties contained herein.

4.2 Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City shall issue to Developer a non-interest-bearing municipal revenue obligation (in the form of Exhibit D attached hereto) (the "MRO") within fifteen (15) days after Developer is issued a building permit for the first building in Phase 1. The amount paid under the MRO shall be equal to One Hundred Twenty-five Thousand and 00/100 dollars

(\$125,000.00) for the completion of Phase 1 and an additional Two Hundred Twenty-five Thousand and 00/100 Dollars (\$225,000.00) for the completion of Phase 2. Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the City's Common Council until and including the earlier of the date this Agreement is terminated, the date the District is terminated and the date the MRO is paid in full. "Available Tax Increment" means an amount equal to fifty percent (50%) of the Tax Increment actually received by the City and appropriated by the City's Common Council in each year. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the land and improvements on the Property. The City shall, subject to annual appropriation of such payment by the City's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31, 2027, and continuing to (and including) the earlier of the date the MRO is paid in full or October 31, 2042 (each, a "Payment Date"). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the City may be suspended until all outstanding Defaults are cured.

4.3 No Obligation of the City. The City's obligation to make MRO payments shall be a special and limited obligation and shall not be considered a general obligation of the City, and neither the full faith and

credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all MRO payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

5. General Indemnity. a) Each Party (the "Indemnifying Party") hereby agrees to indemnify, defend and hold the other Party, its affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, and agents (the "Indemnified Parties") harmless from and against any and all damages or other amounts payable to a third party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a third party against the Indemnified Parties based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable law by such Indemnifying Party, or (c) negligence or willful misconduct by such Indemnifying Party. This requirement for indemnification shall be as broad as may be permitted under law.

b) Environmental Indemnification. Pursuant to Section 3.1.2 above, the City agrees to indemnify and hold harmless Developer, any successors of Developer's interest in the Real Estate (including but not limited to any entity holding a mortgage against the Real Estate, and Developer's and such successor's, directors, officers, partners, members, employees and agents, from and against any losses, claims, damages (including consequential damages), penalties, fines, liabilities (including strict liability), costs (including cleanup, remediation and recovery costs), and expenses (including expenses of litigation and reasonable attorney's fees) incurred by a Developer or any other indemnitee, or assessed against the Real Estate by virtue of any claim or lien by any governmental or quasi-governmental unit, body, or agency, or any third party, related to environmental contamination of any type located on or under, or migrating onto or under, the Real Estate.

c) Indemnification Procedures. Indemnitor shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or other action arising out of or relating to the indemnified matters following the written notice thereof from the indemnitee, which notice shall be given by the indemnitee within thirty (30) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate indemnitor's indemnification obligations to the indemnitee unless and only to the extent to which such failure has substantially prejudiced indemnitee. Notwithstanding the foregoing, in its sole discretion and at its expense, the indemnitee may participate in or defend or prosecute, through their own counsel,

any claim, suit or action for which either of them is entitled to indemnification by indemnitor; provided, however that if the indemnitee is advised in writing by its legal counsel that there is a conflict between the positions of indemnitor or an indemnitee, as appropriate, in conducting the defense of such action or that there are legal defenses available to the indemnitee different from or in addition to those available to indemnitor, then counsel for the indemnitee, at indemnitor's expense, shall be entitled to conduct that defense only to the extent necessary to protect the interest of the indemnitee. Indemnitor shall not enter into any compromise or settlement without the prior written consent of the indemnitee, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the indemnitee shall be reasonable grounds for the indemnitee to refuse to provide written consent to a compromise or settlement. If indemnitor does not assume the defense of such claim, suit or action, indemnitor shall reimburse the indemnitee for the reasonable fees and expenses of counsel retained by the indemnitee and shall be bound by the results obtained by the indemnitee.

6. Effective Date. ~~This Agreement shall be effective on the date and year first written above.~~ The Original Agreement shall remain effective as of May, 16, 2025, subject only to the amendments set forth herein, which amendments shall be effective retroactive to the date of the Original Agreement.

7. Term of Agreement. The term of this Agreement commences on the effective date hereof, and all construction services, shall be completed by December 31, 2028. All other terms of this agreement will be enforceable until the MRO incentive is paid in full, and the Loan is fully forgiven.

8. Default and Remedial Action. The following shall apply with respect to default and remedial action under this Agreement. A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement.

8.1. Remedies on Default. In the event of any default in or breach of this Agreement by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within thirty (30) days after receipt of written notice of default from the other, (or provided the defaulting party is diligently pursuing a cure, such longer time as is necessary to complete the cure). In case such action is not taken, or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach. If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including reasonable attorney fees. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement.

8.2. Rights and Remedies. The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time

of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party. No waiver made by either party with respect to performance or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of any party making the waiver or any other obligations of any other party.

Penalties and Remedies.

8.3. Incomplete Project Penalties.

8.3.1. If Developer fails to complete all the buildings in Phase 1 of the Project Development within the specified timeframe (including all applicable cure periods as extended if Developer is diligently pursuing a cure), the City shall have no obligation to make the remaining \$275,000 disbursement on the Loan, and the City shall have no obligation to issue any MRO or make any payments thereon. Any unused portion of the Loan proceeds held in escrow that will not be distributed pursuant to approved draw requests shall be returned to the City.

8.3.2. If Developer completes all the buildings in Phase 1 and elects to proceed with Phase 2 but fails to complete the buildings in Phase 2 within the specified timeframe (including all applicable cure periods as extended if Developer is diligently pursuing a cure), the City shall have no obligation to issue the remaining \$225,000 MRO or make any payments on that second MRO. However, the City shall remain

obligated to issue the first MRO and make payments thereon and continue with the scheduled loan forgiveness for Phase 1.

9. Developer Warranties and Representations. Developer makes the following warranties and representations as of the date of this Agreement, which the City may rely on in entering into this and all other agreements with Carver and performing its obligations under this Agreement:

9.1. Business Entity. Developer is a duly formed and existing limited liability company formed under Chapter 183 of the Wisconsin Statutes in good standing under the laws of the State of Wisconsin.

9.2. Authority to Execute Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

10. General Provisions. The following general provisions shall apply with respect to this Agreement:

10.1. Time of the Essence. The City and Developer agree that time is of the essence with respect to all dates or timelines specified in this Agreement, absent events of force majeure or the written agreement of the Parties altering or otherwise modifying such dates or timelines.

10.2. Force Majeure. Neither Developer nor the City shall be liable for failure to perform or delay in performance of any obligation (including cure of a default after proper notice) resulting from any cause beyond the reasonable control of the Party affected (including, in the case of Developer, its suppliers to the extent they are delayed in performance due to an event of Force Majeure), as long as it is out of the ordinary, not foreseeable as of the date of this Agreement and is otherwise unavoidable. Such events shall include, but are not limited to, an act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act or priority) of any governmental authority; act of terrorism; civil disturbance, rebellion, insurrection, riot or sabotage; fire caused by a third-Party, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; governmental embargo, epidemic or quarantine; fuel or energy shortage; industry-wide shortage of materials, delay or accident in shipping or transportation as a result of tariffs or otherwise (collectively "Force Majeure").

10.3. Section Headings. The section or paragraph headings included in this Agreement are only for the convenience of the Parties and shall have no effect in interpreting the meaning of any term or provision of this Agreement.

10.4. Written Amendment. No amendment of this Agreement shall be binding on either Party unless confirmed in writing and executed by both Parties.

10.5. Written Notice. Any notice or other communication to be given in connection with this Agreement shall be in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, , addressed by name and address to the party or person intended as follows:

ATTN: City Administrator City of Mauston 303 Mansion Street Mauston, WI 53948	ATTN: Lucas Pelton Sawyer Ridge, LLC S1930 Glen Valley Drive Reedsburg, WI 53959-9652
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The foregoing addresses shall be presumed to be correct until written notice of a different address is given according to this paragraph.

10.6. Calculation of Time. In computing any period of time in this Agreement, except with regard to any express reference to “calendar days,” reference to “day” or “days” shall mean business days, meaning that if the due day falls on a Saturday, Sunday or legal holiday then the time for

performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. Any express reference to “calendar days” shall mean that the time for performance shall be calculated by including Saturdays, Sundays and legal holidays. The day any notice is issued shall not be included in calculating the number of days required for performance.

10.7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

10.9. Recording Memorandum Copy of Agreement. Either party hereto, with the consent of the other party as to the content of the recorded memorandum, may record a memorandum of this Agreement that does not the Developer incentives.

10.9-10.10. Developer’s Right to Convey Real Estate. The Developer may convey all or any portion of the Real Estate to a third party, subject to the terms of this Agreement, including but not limited to, Section 3.2, provided Developer at all times shall remain jointly and severally liable with the owner of any part of the Real Estate for all obligations under this Agreement. It is understood that one of the purposes for any such conveyance to a third party is to allow Developer, in its sole discretion, to use a third party to meet the Developer’s obligations under this Agreement.

[Signature Pages and Exhibits Follow]

Dated this ____ day of _____, 2025.

City of Mauston

By: _____
Daron J. Haugh
City Administrator

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
JUNEAU COUNTY)

Personally, appeared before me this day and year above written, Daron J. Haugh, as City Administrator of the City of Mauston, to me known to be the person who executed this Agreement and acknowledged the same.

Notary Public, Wisconsin
My Commission is permanent

Dated this ____ day of _____, 2025.

SAWYER RIDGE, LLC

By: _____
Lucas J. Pelton
Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
JUNEAU COUNTY)

Personally, appeared before me this day and year above written, Lucas J. Pelton, as Manager of Sawyer Ridge, LLC, a Wisconsin limited liability company, to me know to be the person who executed this Agreement and acknowledged the same.

Notary Public, Wisconsin
My Commission is permanent.

LIST OF EXHIBITS

- 1. Exhibit A: Real Estate Description
- 2. Exhibit B: Preliminary Site Plan
- 3. Exhibit C: Building Renderings
- 4. Exhibit D: Municipal Revenue Obligation

EXHIBIT “A”

DEVELOPER AGREEMENT REAL ESTATE LEGAL DESCRIPTION

Lot One (1) of Juneau County Certified Survey Map No. 4245 recorded as Document No. 768410, located in the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section 8, Township 15 North, Range 4 East, City of Mauston, Juneau County, Wisconsin.

~~[INSERT PROPERTY DESCRIPTION HERE]~~

Property Address: TremI Drive, Mauston, WI 53948

Tax Parcel Number: 292511682.04

~~Formal legal description will be provided once title commitment is issued.~~

EXHIBIT B
Preliminary Site Plan

See next page.

EXHIBIT C
Building Renderings

See next page

EXHIBIT D
Municipal Revenue Obligation

MRO

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF JUNEAU
CITY OF MAUSTON

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	\$350,000.00

FOR VALUE RECEIVED, the City of Mauston, Juneau County, Wisconsin (the “**City**”), promises to pay to Sawyer Ridge, LLC, a Wisconsin limited liability company (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Revenues described below, without interest.

This MRO shall be payable in installments of principal due on October 31 (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the City’s Tax Incremental District No. 5, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a pay-go credit for that purpose under the resolution adopted on May 13, 2025, by the Common Council of the City (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Developer Agreement dated as of [_____], 2025 by and between the City and Developer (the “**Development Agreement**”). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Property and appropriated by the City’s Common Council to the payment of this MRO (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal

shall be payable on the next Payment Date until the earlier of: (a) the date this MRO is paid in full, and (b) the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City’s Common Council to payment of this MRO. The “**Final Payment Date**” is September 29, 2042.

At the option of the City, this MRO is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant (express or implied) that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City’s payment obligations hereunder are subject to appropriation, by the City’s Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section **Error! Reference source not found.** of the Development Agreement, the total amount of principal to be paid shall in no event exceed the lesser of: (a) the sum of all payments made by the City on this MRO during the life of the District but in no event after the Final Payment Date, and (b) Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00). When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in the Development Agreement or otherwise, the City’s obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY’S OBLIGATIONS HEREUNDER.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Except as otherwise expressly provided for in the Development Agreement, this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the City which may be withheld, conditioned or delayed for any reason. Interests in this MRO may not be split, divided or apportioned, except as set forth herein. In order to transfer or assign the MRO, if

permitted by the City, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Mauston has caused this MRO to be signed on behalf of the City by its duly qualified and acting City Administrator and City Mayor, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MAUSTON

By:

Name: Daron J. Haugh, City Administrator

(SEAL)

Attest:

Name: Darryl Teske, City Mayor

Schedule 1

Payment Schedule

Subject to the City’s actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement (including, without limitation, the City’s right to modify this payment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project), the City shall make the following payments on the MRO to Developer:

<u>Payment Date</u>	<u>Payment Amount</u>
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
October 31, 2042	\$ _____
October 31, 2041	\$ _____
	=====
Total	Up to \$350,000.00

AMENDED DEVELOPER AGREEMENT

Document Number:

Return Address:

Parcel ID Number: see attached Exhibit A

THIS AGREEMENT (“Agreement”) made this ____ day of September, 2025, by and between the City of Mauston, a Wisconsin municipal corporation (“the City”) and Sawyer Ridge, LLC, a Wisconsin limited liability company, or its assignee (“Developer”). The City and Developer may be individually referred to as a “Party” and collectively identified here as “the Parties” to this Agreement.

The City and Developer previously executed a Development Agreement dated May 16, 2025, which agreement was recorded in the Office the Register of Deeds for Juneau County, Wisconsin, as Document Number 768486 (“Original Agreement”). This Agreement amends the Original Agreement and is executed solely for the purposes of: 1) adding the missing legal description of the Real Estate on Exhibit A attached hereto; and 2) acknowledging the Developer’s right to convey to a third party all or any portion of the Real Estate, as set forth in Section 10.10.

The City has established Tax Incremental District No. 5 to the City of Mauston (“the District”) through action of its Joint Review Board, City Planning Commission and City Council, as amended. As approved, the District expires on September 29, 2042. The City is authorized under Section 66.1105(3)(e) of the Wisconsin Statutes to enter into an

agreement to implement the provisions and effectuate the purposes of the District plan as approved (“the District Plan”). The City is also authorized, under Section 66.1105 of the Wisconsin Statutes and the District Plan, to provide project development incentives and/or pay for municipal improvements or other project costs, to be reimbursed from the property tax increments generated from the project development.

The City owns a parcel of real estate more particularly described on the attached Exhibit A to this agreement (“the Real Estate”), which is incorporated here by reference. The City agrees to convey the Real Estate to Developer for the sum of One and 0/100 Dollars (\$1.00) on the terms set forth in this agreement, and this agreement is provided in partial consideration of this sale.

The City finds and determines that private development of the project is consistent with the public purposes, plans and objectives respectively set forth in the District Plan, and expenditures by the City would act as an inducement for the private development of the project, thereby making more likely accomplishment of the public purpose objectives set forth in the District Plan and the overall objectives of the City and would provide employment and expand the tax base of the City.

THEREFORE, in consideration of the findings, determinations and other considerations set forth above, the City and Developer agree that once conveyed to Developer the Real Estate shall be held, transferred, sold, conveyed and occupied subject to the following conditions, covenants, restrictions, reservations and easements:

1. Developer Contingencies. The obligations of Developer under this Agreement are contingent upon satisfaction of the following contingencies:

- 1.1. Final approval of this Agreement and the Project Development by the City of Mauston in accord with all required city procedures on or before June 1, 2025.
- 1.2. On or before August 1, 2025, the City issues a conditional use permit under the applicable zoning ordinances, approving the Project Development under all applicable zoning ordinances.
- 1.3. Developer shall, at its own cost and by way of a new certified survey map, split the Real Estate into two separate parcels of approximately 2.5 acres each sufficient to meet the requirements of the Project Development, on or before July 1, 2025 (hereafter referred to as the “CSM.” The two lots created under the CSM shall be referred to hereafter as “Lot 1” and “Lot 2, respectively”.
- 1.4. On or before July 1, 2025, Developer’s review and approval of a title insurance commitment covering the Real Estate under the said CSM, showing that the City can convey the Real Estate to Developer free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of municipal and utility services, recorded building and use restrictions and covenants, and Developer’s review and approval of any such exceptions, and the City’s subsequent conveyance of the Real Estate to Developer in accord with the terms of this Agreement and said title commitment;

1.5. On or before July 1, 2025, Developer's completion of a Geotechnical Evaluation of the Real Estate at Developer's expense, and Developer's determination that the soils and related conditions are acceptable for the Project Development as set forth on Exhibit B. Subsequent to execution of this Agreement Developer and its agents shall have full access to the Real Estate for the purpose of completing the Geotechnical Evaluation and all other due diligence investigations into the suitability of the Real Estate for the Project Development.

1.6. On or before July 1, 2025, Developer obtaining a Phase 1 environmental site assessment, at the Developer's expense, and the Developer determining based on said assessment that the Real Estate is acceptable for its development purposes without unreasonable risk of environmental contamination.

2. Project Development. Upon satisfaction of all the contingencies set forth in Section 1, this project shall proceed in two phases (hereafter referred to as "Phase 1" and/or "Phase 2"). Phase 1 shall be built on Lot 1 and Phase 2, if elected, shall be built on Lot 2. Upon execution of this agreement Developer shall proceed with Phase 1 in accord with the terms of this agreement. Developer, in its sole discretion, has the option to proceed with Phase 2 in accord with the timeline set forth below. If Developer chooses not to proceed with Phase 2, then such action shall not be a default under this agreement and Developer shall not forfeit any

Developer Incentives earned under Phase 1 however, Developer will not be entitled to receive any of the Phase 2 incentives.

2.1 Phase 1: Developer shall construct on Lot 1 as part of Phase 1, two (2) multi-family commercial buildings and related structures with a total of not less than twenty-eight (28) units for use as residential dwellings, as depicted on the preliminary site plan which is attached and incorporated as Exhibit B to this Agreement (collectively, “the Project Development”) and otherwise in accord with the terms of this Agreement.

2.2 Phase 2: If Developer elects to proceed with Phase 2 then Developer shall construct on Lot 2 an additional two (2) multi-family commercial buildings and related structures with a total of not less than twenty-eight (28) units for use as residential dwellings, as depicted on the preliminary site plan which is attached and incorporated as Exhibit B to this Agreement. If Developer elects to proceed with Phase 2, then the term “Project Development” as used in this agreement shall refer to both Phase 1 and Phase 2. Developer reserves the right to occupy one of the units in Phase 1 or Phase 2 as a leasing/management office for the Property.

2.3 The Real Estate and the Project Development improvements collectively (including Phase 2 if elected), shall be referred to as the “Property.” All structures and other improvements shall be designed and constructed in conformance with all applicable building and other State, County and Mauston municipal codes. In addition, all structures, improvements and landscaping shall be designed and constructed to present appropriate visual aesthetics as set forth

on the Renderings attached hereto as Exhibit C, which are hereby approved by the City. No phase or portion of the Project Development shall be placed into service or used for commercial operation as residential units prior to final inspection and the issuance of an occupancy or other required operational permits from the State of Wisconsin and/or City of Mauston (collectively the “Occupancy Permits”), and no phase of the Project Development shall be deemed to have been “completed” within the meaning of this Agreement until such inspection and the Occupancy Permits have been issued.

2.4 Design Plans. Developer shall not commence construction or place any structure, improvement or landscaping on Lot 1 or Lot 2 until the City, through its Planning Commission and City Council, has approved, in writing, design plans for each of Phase 1 or Phase 2, respectively, of the Project Development., All design plans shall be prepared in sufficient detail to establish compliance with all applicable State, County and municipal legal and code requirements, and also with the terms of this Agreement as determined in the sole discretion of the City. Once approved, Developer shall fully comply with all such design plans, unless otherwise mutually agreed by the Parties in a written amendment to this Agreement.

3. Conveyance of Real Estate and Project Timelines.

3.1.1 Conveyance of Real Estate. Any conveyance of real estate from the City to the Developer pursuant to the terms of this agreement shall be conveyed by quit claim deed as is, without warranty of title or conditions of the Real Estate, except as otherwise set forth in Section 3.1.2. All costs of sale, including

but not limited to recording and closing costs, and title insurance, shall be paid by Developer.

3.1.2 City Representations as to Environmental Matters. The City warrants and represents to the Developer that, to the best of the City’s knowledge after reasonable inspection, (i) the Real Estate has never been used as a landfill, dump or industrial waste disposal site; (ii) the property is in compliance with all federal, state and local laws, regulations, ordinances, codes and orders governing, limiting or otherwise affecting the discharge, storage, release, leakage or disposal of solid, hazardous or toxic waste, air pollutants, water pollutants, or processed waste water; (iii) there are no pending or threatened actions or proceedings against the City or the Real Estate with regard to the foregoing; (iv) there currently are no underground storage tanks located on the Real Estate and (v) there is no past, present or threatened future migration of environmental contamination from adjacent parcels onto or under the Real Estate. The foregoing warranties and representations are made as of the date of this agreement and shall be deemed remade as of the closing dates for the conveyance of Lot 1 and Lot 2 and shall survive the closing of the transactions.

3.1.3 Special Assessments Waived. The City warrants and represents that there are no pending special assessments against the Real Estate, and to the extent that there are any special assessments pending or levied against the Real Estate as of the date of conveyance to Developer, the City waives the right to collect these against the Developer.

3.2 No Transfer to Exempt Entities. Prior to closure of the Tax Increment District, no portion of the Real estate shall be sold, transferred or conveyed to leased or owned by any entity or use in any manner that would render any part of the Real Estate exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City, in a form satisfactory to the City, providing for acceptable payments to the City in lieu of taxes. Any approved conveyance of the Real Estate shall include a deed restriction, in favor of the City, incorporating the terms of this transfer restriction.

3.3 Project Timelines. Upon satisfaction of the contingencies set forth in Section 1, above, and within fifteen (15) days after written request from Developer, the City shall convey Lot 1 to Developer in accord with the terms of this agreement. Developer shall pay to the City the One Dollar (\$1.00) purchase price within 5 business days of said conveyance. Upon said conveyance Developer shall comply with the following construction and occupancy timelines:

3.3.1 Phase 1: Developer shall commence groundbreaking for Phase 1 no later than September 30, 2025. Developer shall thereafter proceed diligently and expeditiously to complete phase 1 of the Project Development no later than December 31, 2026.

3.3.2 Phase 2: Provided that Developer has timely completed construction of Phase 1 as indicated by issuance of the required certificate of occupancy, then within fifteen (15) days of written request from Developer the City shall convey Lot 2 to Developer in accord with the terms of this agreement. No further cash payment from Developer to City for the

conveyance of Lot 2 shall be required, said conveyance being supported by the other consideration set forth in this agreement. Upon completion of said conveyance, Developer shall commence groundbreaking for Phase 2 no later than September 30, 2027. Developer shall thereafter proceed diligently and expeditiously to complete Phase 2 of the Project Development no later than December 31, 2028.

3.3.3 City Option to Repurchase. Notwithstanding any other provision contained in this agreement, if Developer takes title to Lot 1 but fails to break ground for construction of Phase 1 on or before September 30, 2025, or if Developer takes title to Lot 2 but fails to break ground for construction of Phase 2 on or before September 30, 2027, then the City shall thereafter have the option to immediately repurchase Lot 1 or Lot 2, respectively, at a cash price of One Dollar (\$1.00), which repurchase shall be free from any lien or other encumbrance on the real estate. If the City exercises this option to repurchase Lot 1, then on concluding such repurchase from the Developer the terms of this agreement shall be void, and the city and the Developer shall have no further obligation or liability to each other under this agreement. If the City exercises this option to repurchase Lot 2, then on concluding such repurchase from the Developer the terms of this agreement as to Phase 2 shall be void, and the City and the Developer shall have no further obligation or liability to each other under this agreement as it relates to Phase 2 only, and all rights and obligations of the parties under this agreement related to Phase 1 shall remain in full

force and effect. This option shall be in addition to any other legal or equitable remedy available to the City under this agreement.

3.4 Land Dedication Fees. Within 15 days after issuance of the Occupancy Permits for a completed building, Developer shall pay to the City a land dedication fee of Two Hundred Fifty Dollars (\$250.00) per unit in the completed building.

4. Developer Incentives. The Parties acknowledge that the City and Developer will mutually benefit from an accelerated increase in tax increment within the District. Therefore, subject to all other terms and provisions of this Agreement, the City shall provide to Developer financial incentives in the total amount of One Million One Hundred Twenty-five Thousand and 00/100 Dollars (\$1,125,000.00), to be paid as follows:

4.1 Forgivable Loan.

A) The City shall provide to Developer a forgivable loan in the amount of Seven Hundred Seventy-Five Thousand and 0/100 Dollars (\$775,000.00) with an interest rate of 0% (the “Loan”). Developer may use the Loan’s proceeds only for Project costs/expenditures previously approved by the City. The Loan shall be evidenced by a promissory note in such form as agreed to by the parties.

B) Forgivable Loan Disbursement. The City shall pay to Developer (to be held in escrow by the title company that issues the title commitment in accord with Subsection (C), below), the first Five Hundred Thousand and 00/100 Dollars (\$500,000.00) loan proceeds to Developer

no later than fifteen (15) days after issuance of the Building Permits for both buildings in Phase 1 of the Project Development. The City shall pay to Developer (to be held in escrow in accord with the provisions of Subsection (C), below,) the remaining Two Hundred Seventy-five Thousand and 0/100 Dollars (\$275,000.00) of loan proceeds no later than five (5) days after issuance of the Occupancy Permits for both buildings in Phase 1 of the Project Development (the City shall not unreasonably delay issuance of the Occupancy Permits).

C) Forgivable Loan Escrow Terms. The City shall deposit all loan proceeds distributable pursuant to Subsection (B), above, into a construction disbursement escrow account (the “Escrow Account”) within the time deadlines set forth above. The Escrow Account shall be maintained by Developer’s title company subject to an escrow agreement agreed to by the City, the Developer, and the title company (the “Escrow Agreement”). Disbursements from the Escrow Account shall be supported by draw requests from Developer submitted to Developer’s construction lender and the City. All draw requests are subject to the express written approval of the Developer’s construction lender within five (5) days. Subsequent to a draw request approval by the construction lender, the construction lender will notify the title company of the draw request approval, and the title company will release funds from the Escrow Account to the construction lender within three (3) days. Notwithstanding anything to the contrary, disbursements from the Escrow Account are not payable in the event there is an uncured

Developer Default of this Agreement (unless the City agrees that Developer is using best efforts to cure the Default, which agreement by the City shall not be unreasonably withheld).

D) Loan Forgiveness. Beginning January 1 of the first calendar year after issuance of the Occupancy Permits for both buildings in Phase 1 of the Project Development, the City shall forgive an amount equal to Ten percent (10%) of the principal balance of funded Loan Proceeds due under the Loan, and the City shall forgive the same amount on January 1 of each year thereafter for ten (10) consecutive years, until the full amount due under the Loan is forgiven in full. Provided, however, that loan forgiveness shall be contingent upon the following circumstances being met as of January 1 each year: (i) there is no uncured Default by Developer under this Agreement unless City agrees Developer is using best efforts to cure the Default, which agreement by the City shall not be unreasonably withheld); and (ii) Developer has paid in full the real estate taxes assessed against the Property for the prior year. In the event that either (i) or (ii) is not satisfied as of January 1 of any given year, then the City shall make the annual loan forgiveness within ten (10) days of Developer remedying the failure under (i) or (ii). Notwithstanding the foregoing, Developer may, after issuance of the required occupancy permits, , expedite Loan forgiveness, in whole or in part, at any time prior to the date of the scheduled final loan forgiveness. If Developer wishes to expedite Loan forgiveness, in whole or in part, Developer shall provide City a written request for the same. The City shall

within ten (10) days after receiving such written request issue a full and final forgiveness of all remaining amounts due under the Loan.

E) Developer Representations and Warranties to City.

Notwithstanding anything to the contrary in the Escrow Agreement or the Development Agreement, a draw request complying with the provisions of the Escrow Agreement constitutes the Developer's representations and warranties to the City that: (i) any completed construction is substantially in accordance with the plans and specifications of the Project, (ii) all Project costs detailed in previously approved draw requests have in fact been paid, (iii) all the representations and warranties contained in the Development Agreement continue to be true and correct in all material respects, (iv) no event of Default shall have occurred or continues hereunder, and (v) Developer continues to be in compliance in all respects with all of the terms, covenants, and conditions contained in the Development Agreement. In addition, each draw request shall be true, complete and accurate and the submission of the same constitutes a reaffirmation of the representations and warranties contained herein.

4.2 Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City shall issue to Developer a non-interest-bearing municipal revenue obligation (in the form of Exhibit D attached hereto)(the "MRO") within fifteen (15) days after Developer is issued a building permit for the first building in Phase 1. The amount paid under the MRO shall be equal to One Hundred Twenty-five Thousand and 00/100 dollars

(\$125,000.00) for the completion of Phase 1 and an additional Two Hundred Twenty-five Thousand and 00/100 Dollars (\$225,000.00) for the completion of Phase 2. Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the City's Common Council until and including the earlier of the date this Agreement is terminated, the date the District is terminated and the date the MRO is paid in full. "Available Tax Increment" means an amount equal to fifty percent (50%) of the Tax Increment actually received by the City and appropriated by the City's Common Council in each year. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the land and improvements on the Property. The City shall, subject to annual appropriation of such payment by the City's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31, 2027, and continuing to (and including) the earlier of the date the MRO is paid in full or October 31, 2042 (each, a "Payment Date"). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the City may be suspended until all outstanding Defaults are cured.

4.3 No Obligation of the City. The City's obligation to make MRO payments shall be a special and limited obligation and shall not be considered a general obligation of the City, and neither the full faith and

credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all MRO payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

5. General Indemnity. a) Each Party (the "Indemnifying Party") hereby agrees to indemnify, defend and hold the other Party, its affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, and agents (the "Indemnified Parties") harmless from and against any and all damages or other amounts payable to a third party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a third party against the Indemnified Parties based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable law by such Indemnifying Party, or (c) negligence or willful misconduct by such Indemnifying Party. This requirement for indemnification shall be as broad as may be permitted under law.

b) Environmental Indemnification. Pursuant to Section 3.1.2 above, the City agrees to indemnify and hold harmless Developer, any successors of Developer's interest in the Real Estate (including but not limited to any entity holding a mortgage against the Real Estate, and Developer's and such successor's, directors, officers, partners, members, employees and agents, from and against any losses, claims, damages (including consequential damages), penalties, fines, liabilities (including strict liability), costs (including cleanup, remediation and recovery costs), and expenses (including expenses of litigation and reasonable attorney's fees) incurred by a Developer or any other indemnitee, or assessed against the Real Estate by virtue of any claim or lien by any governmental or quasi-governmental unit, body, or agency, or any third party, related to environmental contamination of any type located on or under, or migrating onto or under, the Real Estate.

c) Indemnification Procedures. Indemnitor shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or other action arising out of or relating to the indemnified matters following the written notice thereof from the indemnitee, which notice shall be given by the indemnitee within thirty (30) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate indemnitor's indemnification obligations to the indemnitee unless and only to the extent to which such failure has substantially prejudiced indemnitee. Notwithstanding the foregoing, in its sole discretion and at its expense, the indemnitee may participate in or defend or prosecute, through their own counsel,

any claim, suit or action for which either of them is entitled to indemnification by indemnitor; provided, however that if the indemnitee is advised in writing by its legal counsel that there is a conflict between the positions of indemnitor or an indemnitee, as appropriate, in conducting the defense of such action or that there are legal defenses available to the indemnitee different from or in addition to those available to indemnitor, then counsel for the indemnitee, at indemnitor's expense, shall be entitled to conduct that defense only to the extent necessary to protect the interest of the indemnitee. Indemnitor shall not enter into any compromise or settlement without the prior written consent of the indemnitee, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the indemnitee shall be reasonable grounds for the indemnitee to refuse to provide written consent to a compromise or settlement. If indemnitor does not assume the defense of such claim, suit or action, indemnitor shall reimburse the indemnitee for the reasonable fees and expenses of counsel retained by the indemnitee and shall be bound by the results obtained by the indemnitee.

6. Effective Date.. The Original Agreement shall remain effective as of May, 16, 2025, subject only to the amendments set forth herein, which amendments shall be effective retroactive to the date of the Original Agreement.

7. Term of Agreement. The term of this Agreement commences on the effective date hereof, and all construction services, shall be completed by December 31, 2028. All other terms of this agreement will be enforceable until the MRO incentive is paid in full, and the Loan is fully forgiven.

8. Default and Remedial Action. The following shall apply with respect to default and remedial action under this Agreement. A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement.

8.1. Remedies on Default. In the event of any default in or breach of this Agreement by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within thirty (30) days after receipt of written notice of default from the other, (or provided the defaulting party is diligently pursuing a cure, such longer time as is necessary to complete the cure). In case such action is not taken, or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach. If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including reasonable attorney fees. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement.

8.2. Rights and Remedies. The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party. No waiver

made by either party with respect to performance or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of any party making the waiver or any other obligations of any other party.

Penalties and Remedies.

8.3. Incomplete Project Penalties.

8.3.1. If Developer fails to complete all the buildings in Phase 1 of the Project Development within the specified timeframe (including all applicable cure periods as extended if Developer is diligently pursuing a cure), the City shall have no obligation to make the remaining \$275,000 disbursement on the Loan, and the City shall have no obligation to issue any MRO or make any payments thereon. Any unused portion of the Loan proceeds held in escrow that will not be distributed pursuant to approved draw requests shall be returned to the City.

8.3.2. If Developer completes all the buildings in Phase 1 and elects to proceed with Phase 2 but fails to complete the buildings in Phase 2 within the specified timeframe (including all applicable cure periods as extended if Developer is diligently pursuing a cure), the City shall have no obligation to issue the remaining \$225,000 MRO or make any payments on that second MRO. However, the City shall remain obligated to issue the first MRO and make payments thereon and continue with the scheduled loan forgiveness for Phase 1.

9. Developer Warranties and Representations. Developer makes the following warranties and representations as of the date of this Agreement, which the City may rely on in entering into this and all other agreements with Carver and performing its obligations under this Agreement:

9.1. Business Entity. Developer is a duly formed and existing limited liability company formed under Chapter 183 of the Wisconsin Statutes in good standing under the laws of the State of Wisconsin.

9.2. Authority to Execute Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

10. General Provisions. The following general provisions shall apply with respect to this Agreement:

10.1. Time of the Essence. The City and Developer agree that time is of the essence with respect to all dates or timelines specified in this Agreement, absent events of force majeure or the written agreement of the Parties altering or otherwise modifying such dates or timelines.

10.2. Force Majeure. Neither Developer nor the City shall be liable for failure to perform or delay in performance of any obligation (including cure of a default after proper notice) resulting from any cause beyond the reasonable control of the Party affected (including, in the case of Developer, its suppliers to the extent they are delayed in performance due to an event of Force Majeure), as long as it is out of the ordinary, not foreseeable as of the date of this Agreement and is otherwise unavoidable. Such events shall include, but are not limited to, an act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act or priority) of any governmental authority; act of terrorism; civil disturbance, rebellion, insurrection, riot or sabotage; fire caused by a third-Party, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; governmental embargo, epidemic or quarantine; fuel or energy shortage; industry-wide shortage of materials, delay or accident in shipping or transportation as a result of tariffs or otherwise (collectively “Force Majeure”).

10.3. Section Headings. The section or paragraph headings included in this Agreement are only for the convenience of the Parties and shall have

no effect in interpreting the meaning of any term or provision of this Agreement.

10.4. Written Amendment. No amendment of this Agreement shall be binding on either Party unless confirmed in writing and executed by both Parties.

10.5. Written Notice. Any notice or other communication to be given in connection with this Agreement shall be in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, , addressed by name and address to the party or person intended as follows:

ATTN: City Administrator City of Mauston 303 Mansion Street Mauston, WI 53948	ATTN: Lucas Pelton Sawyer Ridge, LLC S1930 Glen Valley Drive Reedsburg, WI 53959-9652
--	--

The foregoing addresses shall be presumed to be correct until written notice of a different address is given according to this paragraph.

10.6. Calculation of Time. In computing any period of time in this Agreement, except with regard to any express reference to “calendar days,” reference to “day” or “days” shall mean business days, meaning that if the due day falls on a Saturday, Sunday or legal holiday then the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. Any express reference to “calendar days” shall

mean that the time for performance shall be calculated by including Saturdays, Sundays and legal holidays. The day any notice is issued shall not be included in calculating the number of days required for performance.

10.7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

10.9. Recording Memorandum Copy of Agreement. Either party hereto, with the consent of the other party as to the content of the recorded memorandum, may record a memorandum of this Agreement that does not the Developer incentives.

10.10. Developer's Right to Convey Real Estate. The Developer may convey all or any portion of the Real Estate to a third party, subject to the terms of this Agreement, including but not limited to, Section 3.2, provided Developer at all times shall remain jointly and severally liable with the owner of any part of the Real Estate for all obligations under this Agreement. It is understood that one of the purposes for any such conveyance to a third party is to allow Developer, in its sole discretion, to use a third party to meet the Developer's obligations under this Agreement.

[Signature pages follow.]

Dated this ____ day of _____, 2025.

City of Mauston

By: _____
Daron J. Haugh
City Administrator

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
JUNEAU COUNTY)

Personally, appeared before me this day and year above written, Daron J. Haugh, as City Administrator of the City of Mauston, to me known to be the person who executed this Agreement and acknowledged the same.

Notary Public, Wisconsin
My Commission is permanent

Dated this ____ day of _____, 2025.

SAWYER RIDGE, LLC

By: _____
Lucas J. Pelton
Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
JUNEAU COUNTY)

Personally, appeared before me this day and year above written, Lucas J. Pelton, as Manager of Sawyer Ridge, LLC, a Wisconsin limited liability company, to me know to be the person who executed this Agreement and acknowledged the same.

Notary Public, Wisconsin
My Commission is permanent.

LIST OF EXHIBITS

- 1. Exhibit A: Real Estate Description
- 2. Exhibit B: Preliminary Site Plan
- 3. Exhibit C: Building Renderings
- 4. Exhibit D: Municipal Revenue Obligation

EXHIBIT "A"

DEVELOPER AGREEMENT REAL ESTATE LEGAL DESCRIPTION

Lot One (1) of Juneau County Certified Survey Map No. 4245 recorded as Document No. 768410, located in the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section 8, Township 15 North, Range 4 East, City of Mauston, Juneau County, Wisconsin.

]

Property Address: Treml Drive, Mauston, WI 53948

Tax Parcel Number: 292511682.04

EXHIBIT B
Preliminary Site Plan

See next page.

A

PARCEL: 292511682.34
OWNER: ADK MAUSTON LLC

PARCEL: 292511682.15
OWNER: ADK MAUSTON LLC

PARCEL: 292511682.04
OWNER: CITY OF MAUSTON KOLBA
ZONE: GENERAL INDUSTRIAL (GI)

PHASE 2

PHASE 1

PROPOSED 16-UNIT APARTMENT
12 GARAGE PARKING STALLS
PROPOSED 16-UNIT APARTMENT
12 GARAGE PARKING STALLS

PROPOSED 16-UNIT APARTMENT
12 GARAGE PARKING STALLS
PROPOSED 16-UNIT APARTMENT

PROPOSED 12-UNIT APARTMENT
12 GARAGE PARKING STALLS
PROPOSED 12-UNIT APARTMENT
12 GARAGE PARKING STALLS

PROPOSED 16-UNIT APARTMENT
12 GARAGE PARKING STALLS
PROPOSED 16-UNIT APARTMENT

GRAPHIC SCALE, FEET

A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '30' in the middle, and '60' at the right end.

GRAPHIC SCALE, FEET

A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '30' in the middle, and '60' at the right end.

UMPSTER

UMPSTER

CONCRETE

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EXHIBIT C
Building Renderings

See next page









EXHIBIT D
Municipal Revenue Obligation

MRO

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF JUNEAU
CITY OF MAUSTON

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	\$350,000.00

FOR VALUE RECEIVED, the City of Mauston, Juneau County, Wisconsin (the “**City**”), promises to pay to Sawyer Ridge, LLC, a Wisconsin limited liability company (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Revenues described below, without interest.

This MRO shall be payable in installments of principal due on October 31 (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the City’s Tax Incremental District No. 5, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a pay-go credit for that purpose under the resolution adopted on May 13, 2025, by the Common Council of the City (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Developer Agreement dated as of [_____], 2025 by and between the City and Developer (the “**Development Agreement**”). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Property and appropriated by the City’s Common Council to the payment of this MRO (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal

shall be payable on the next Payment Date until the earlier of: (a) the date this MRO is paid in full, and (b) the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City’s Common Council to payment of this MRO. The “**Final Payment Date**” is September 29, 2042.

At the option of the City, this MRO is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant (express or implied) that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City’s payment obligations hereunder are subject to appropriation, by the City’s Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section **Error! Reference source not found.** of the Development Agreement, the total amount of principal to be paid shall in no event exceed the lesser of: (a) the sum of all payments made by the City on this MRO during the life of the District but in no event after the Final Payment Date, and (b) Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00). When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in the Development Agreement or otherwise, the City’s obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY’S OBLIGATIONS HEREUNDER.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Except as otherwise expressly provided for in the Development Agreement, this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the City which may be withheld, conditioned or delayed for any reason. Interests in this MRO may not be split, divided or apportioned, except as set forth herein. In order to transfer or assign the MRO, if

permitted by the City, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Mauston has caused this MRO to be signed on behalf of the City by its duly qualified and acting City Administrator and City Mayor, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MAUSTON

By:

Name: Daron J. Haugh, City Administrator

(SEAL)

Attest:

Name: Darryl Teske, City Mayor

Schedule 1

Payment Schedule

Subject to the City’s actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement (including, without limitation, the City’s right to modify this payment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project), the City shall make the following payments on the MRO to Developer:

<u>Payment Date</u>	<u>Payment Amount</u>
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
October 31, 2042	\$ _____
October 31, 2041	\$ _____
	=====
Total	Up to \$350,000.00

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this “Assignment”) is made as of _____, 2025, by **GREENFEATHER TWENTY-EIGHT, LLC**, a Wisconsin limited liability company (“Developer”) in favor of **WATERSTONE BANK SSB** (“Lender”).

RECITALS

A. Pursuant to a Construction Loan Agreement dated as of the date of this Assignment between Lender and Developer (as may be amended, restated, modified, revised, replaced or supplemented from time to time, the “Loan Agreement”), Lender has agreed to make a loan to Developer in the original principal amount of up to Seven Million Twenty Thousand and 00/100 Dollars (\$7,020,000.00) (the “Loan”) evidenced by that certain Promissory Note dated as of the date of this Assignment executed by Developer in favor of Lender in the original principal amount of the Loan (the “Note”).

B. The Note is secured by (1) a first priority Construction Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixtures Financing Statement dated as of the date of this Assignment executed by Developer in favor of Lender (the “Mortgage”) encumbering the real property described on the attached Exhibit A (the “Property”), and (2) other related documents which secure or provide evidence for, or are executed in connection with, the Loan (collectively, with the Loan Agreement and the Note, as may be amended, restated, modified, revised, replaced or supplemented from time to time, the “Loan Documents”).

C. Developer, as successor-in-interest to Mauston 80 LLC, and the City of Mauston, Wisconsin (the “City”) have entered into that certain Development Agreement dated August 17, 2023 (the “Development Agreement”) pertaining to the development of the Property, a copy of which Development Agreement is attached to this Assignment as Exhibit B.

D. Lender requires Developer to execute and deliver this Assignment as additional collateral for the Loan.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Developer, Developer hereby agrees as follows:

1. Assignment. As security for Developer’s obligations under the Loan Agreement, the Note and the other Loan Documents (collectively, the “Obligations”), Developer hereby collaterally assigns to Lender all of its right, title, and interest in the Development Agreement, including all rights to payments, credits or other incentives thereunder including, without limitation, payments under the TIF Development Incentives as set forth in the Development

Agreement, it being understood and agreed that, if and when the Obligations are satisfied in full, then this Assignment shall terminate.

2. Lender's Rights Upon Default. If an Event of Default occurs and is continuing, then Lender may, at its option upon written notice to Developer and the City, but without any obligation to do so, elect to assume Developer's rights and obligations under the Development Agreement. In such event, Lender shall have all of the rights and obligations of Developer under the Development Agreement. Prior to the occurrence of an Event of Default and the written election by Lender to assume Developer's rights and obligations under the Development Agreement, nothing in this Agreement shall be construed as an assumption by Lender of any liability or obligation of Developer under the Development Agreement. However, in the event Lender becomes the successor owner of the Property or accepts assignment of the Development Agreement, Lender shall have all of the rights and obligations of Developer under the Development Agreement. Nothing herein constitutes a release by the City of Developer from its obligations under the Development Agreement even if Lender elects to assume Developer's rights and obligations thereunder, and to the extent the Development Agreement is not performed by Lender, Developer remains responsible to the City for all of its obligations under the Development Agreement.

3. Performance of Developer. Developer shall faithfully abide by, perform and discharge each of Developer's obligations, covenants and agreements under the Development Agreement. Without the prior written consent of Lender, Developer shall not (a) modify or in any way alter the terms of the Development Agreement, (b) pledge or assign the Development Agreement, (c) waive any of its rights under the Development Agreement, or (d) terminate or surrender the Development Agreement.

4. Protect Security. At Developer's sole cost and expense, Developer shall appear and defend any action or proceeding arising under, during, out of or in any manner connected with the Development Agreement or the obligations, duties or liabilities of Developer under the Development Agreement, and shall pay any reasonable costs and expense of Lender, including reasonable attorneys' fees, in any such action or proceeding in which Lender decides, in its sole discretion, to appear.

5. Assignment of Bond; Remittance of Proceeds. Upon the occurrence and continuance of an Event of Default, Developer shall promptly take all actions necessary to notify the City that all TIF Development Incentives set forth in the Development Agreement shall be paid directly to Lender and, until such time, Developer shall, within five (5) business days of receipt, remit to Lender all payments from the City under the Development Agreement, including but not limited to the TIF Development Incentives, to be applied to the Obligations as provided in the Loan Documents. From and after an Event of Default, all payments or proceeds received by Developer under the Development Agreement, shall be held in trust for Lender.

6. Representations and Covenants. Developer represents and warrants that (a) Developer has obtained the unconditional assignment of the Development Agreement from the original developer under the Development Agreement and the consent of the City to such assignment; (b) The prior developer under the Development Agreement completed the

Development Improvements (as defined in the Development Agreement) on or before December 31, 2024, and the City shall commence payment of the TIF Development Incentives as set forth in the Development Agreement; (c) Developer has the full right to collaterally assign the Development Agreement; (d) the Development Agreement is valid, is in full force and effect and has not been modified or amended; (e) there are no outstanding assignments or pledges of the Development Agreement; and (f) there are no existing defaults, rights of setoff, or claims for additional payments under the Development Agreement. Further, Developer covenants that, if Developer enters into a future development agreement for the Property, it will provide for the collateral assignment of such development agreement to Lender in accordance with the provisions of an assignment document approved by Lender.

7. Capitalized Terms. All capitalized terms not otherwise defined in this Assignment shall have the same meaning as ascribed such terms in the Loan Agreement.

8. Authorization. Upon the occurrence and continuance of an Event of Default, Developer irrevocably constitutes and appoints Lender its true and lawful attorney-in-fact in Developer's name or in Lender's name, or otherwise, to enforce all rights of Developer under the Development Agreement, and such power, being coupled with an interest, is irrevocable.

9. No Liability For Lender. Subject to the provisions of Section 2 above, Lender shall not be obligated to perform or discharge and does not by this Assignment undertake to perform or discharge any obligation, duty or liability under the Development Agreement.

10. Developer Holds Lender Harmless. Developer shall indemnify and hold Lender harmless of and from (a) any and all liability, loss or damage which it incurs under the Development Agreement or by reason of this Assignment; and (b) any and all claims and demands which are asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement. The amount of all such liabilities, losses, damages, claims and demands, and the cost of defending against them, including costs, expenses and reasonable attorneys' fees, are secured by this Assignment and constitute part of the Obligations. Developer shall reimburse Lender for such amounts immediately upon demand.

11. Security Interest in Agreements. In addition, Developer hereby grants to Lender a security interest in Developer's right, title, and interest in the Development Agreement, if and to the extent that a security interest may be granted therein under the Wisconsin Uniform Commercial Code, and Developer acknowledges that Lender shall have all of the rights and remedies with respect thereto provided for by the Wisconsin Uniform Commercial Code, in addition to the other rights and remedies herein granted to Lender, in the event of the occurrence of an Event of Default.

12. Successors and Assigns. This Assignment shall be binding upon Developer and its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns. Developer shall not assign its obligations or interests under the Development Agreement or under this Assignment without Lender's prior written consent.

13. Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin.

14. Validity Clause. This Assignment shall confer to Lender the rights and benefits described in this Assignment to the full extent allowable by law. The unenforceability or invalidity of any of the provisions of this Assignment shall not render any other provision or provisions unenforceable or invalid. Any provision found to be unenforceable shall be severable from this Assignment without invalidating the remainder of such provision or the remaining provisions of this Assignment.

15. Notices And Approvals. Any notice that either party may desire or may be required to give to any other party shall be in writing and shall be delivered as required under the Loan Documents.

16. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. The signature of a party to this Assignment transmitted by facsimile or electronic mail to the other party shall be deemed an original signature.

[Signature page to follow]

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF
DEVELOPMENT AGREEMENT

Dated as of the date first set forth above.

DEVELOPER:
GREENFEATHER TWENTY-EIGHT, LLC

By: _____
Michael A. Tripicchio, Manager

By: _____
Joan L. Tripicchio, Manager

**CONSENT OF CITY TO
COLLATERAL ASSIGNMENT OF
DEVELOPMENT AGREEMENT**

The City of Mauston, Wisconsin (the “City”) hereby consents to the Collateral Assignment of Development Agreement (the “Assignment”) executed by GREENFEATHER TWENTY-EIGHT, LLC, a Wisconsin limited liability company (“Developer”) in favor of WATERSTONE BANK SSB (“Lender”) with respect to that certain Development Agreement dated August 17, 2023 (as amended, the “Development Agreement”).

The City agrees that if Lender notifies the City in writing that Lender is exercising its right to assume Developer’s rights and obligations under the Development Agreement, the City shall continue to perform its obligations under the terms of the Development Agreement in the manner specified in the Development Agreement as if Lender were originally a party to the Development Agreement. Lender’s obligations under the foregoing Assignment are not personal obligations or binding on any of Lender’s assets, except Lender’s interest in the property subject to the Development Agreement (the “Property”).

The City warrants and represents to the Lender that: the Development Agreement is valid, is in full force and effect and has not been modified or amended, and there are no existing defaults, rights of setoff, or claims for additional payments under the Development Agreement.

Nothing in the Assignment constitutes a release by the City of Developer from its obligations under the Development Agreement even if Lender elects to assume Developer’s rights and obligations thereunder, and to the extent the Development Agreement is not performed by Lender, Developer remains responsible to the City for all of its obligations under the Development Agreement. The City shall provide written notice to Lender of any default of Developer under the Development Agreement in the same manner and at the same time as required under the Development Agreement to the following address: WATERSTONE BANK SSB, 21505 E. Moreland Blvd., Waukesha, Wisconsin 53186, Attention: Joseph Mudlaff, ice President.

CITY OF MAUSTON

By: _____,
_____, Mayor

Attest: _____,
_____, Clerk

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

DEVELOPMENT AGREEMENT

See attached.

