



A G E N D A
CITY OF WAUPUN COMMITTEE OF THE WHOLE
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, June 28, 2022 at 6:00 PM

The Waupun Committee of the Whole will meet In-person, virtual, and teleconference. Instructions to join the meeting are provided below:

Join Virtual Meeting: https://us02web.zoom.us/j/85767110323?pwd=W7r01x3Uc-9JrXiR713WaLdf1_E0jE.1

Dial by your location: 312 626 6799

Meeting ID: 857 6711 0323

Passcode: 733008

CALL TO ORDER

ROLL CALL

CONSENT AGENDA

1. Future Meetings & Gatherings, License and Permit Applications, Expenses

CONSIDERATION - ACTION

2. All Phase HVAC, LLC Developers Agreement
3. All Phase HVAC, LLC Offer to Purchase Agreement
4. 2022 Goal Progress Updates and Reporting Format
5. 2023 Budget Workshop
6. Pursue EMS Flex Grant Opportunity
7. Establish City of Waupun 2022 Halloween Trick or Treating Date and Hours

ADJOURNMENT

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact the City Clerk at 920-324-7915.



AGENDA SUMMARY SHEET

MEETING DATE: 6-28-22

TITLE: Future Meetings & Gatherings, License and Permit Applications, Expenses

AGENDA SECTION: CONSENT AGENDA

PRESENTER: Angela Hull, Clerk

ISSUE SUMMARY:

Future meetings/gatherings of the Common Council, consideration of licenses/permits, payment of expenses.

Future Meetings/Gatherings of the Body of the Common Council (All meetings begin at 6:00pm unless otherwise noticed)

Tuesday, July 12, 2022	Common Council	6:00pm
Tuesday, July 26, 2022	Committee of the Whole	6:00pm
<i>Tuesday, August 9, 2022</i>	<i>Common Council</i>	<i>6:00pm Election</i>
Tuesday, August 30, 2022	Committee of the Whole	6:00pm
Tuesday, September 13, 2022	Common Council	6:00pm
Tuesday, September 27, 2022	Committee of the Whole	6:00pm
Tuesday, October 11, 2022	Common Council	6:00pm
Tuesday, October 25, 2022	Committee of the Whole	6:00pm
<i>Tuesday, November 8, 2022</i>	<i>Common Council</i>	<i>6:00pm Election</i>
Tuesday, November 29, 2022	Committee of the Whole	6:00pm
Tuesday, December 13, 2022	Common Council	6:00pm
Tuesday, December 27, 2022	Committee of the Whole	6:00pm

License and Permit Applications

Operator License:

Elizabeth Waskow, Wyatt Ciesialski, Amanda Prothero, Adrian Harmsen, Shyler Harmsen, Denise Maynard, Shyenne Genette, Jennifer Post, Alyssa VanBuren, Heather Lang, Breighana Schweitzer, Jamie Ruenger

Soda & Dairy

McDonalds 932 E Main St. Waupun WI

ATTACHMENTS:

Expense Report(s)

RECOMENDED MOTION: Motion to approve the Consent Agenda. <i>(Roll Call)</i>
--

Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Amount
06/23/2022	104025	AMAZON CAPITAL SERVICES	173.37
06/23/2022	104026	AIRGAS USA, LLC	783.27
06/23/2022	104027	AMERICAN HYDRAULICS INC	2,653.00
06/23/2022	104028	ARMGA, BARB	74.22
06/23/2022	104029	AT&T MOBILITY	780.25
06/23/2022	104030	BATTERIES PLUS LLC	179.20
06/23/2022	104031	BROWN CAB SERVICE INC	10,990.32
06/23/2022	104032	CAPITAL NEWSPAPERS	412.27
06/23/2022	104033	CARTRIDGE WORLD	137.94
06/23/2022	104034	CEDARQUIST, ANNIE	60.00
06/23/2022	104035	CENTRAL CABLE CONTRACTORS INC	150.00
06/23/2022	104036	CHARTER COMMUNICATIONS	1,215.77
06/23/2022	104037	DESTINATION LAKE WINNEBAGO RE	6,936.81
06/23/2022	104038	DIGGERS HOTLINE	852.80
06/23/2022	104039	DISPLAY SALES	82.00
06/23/2022	104040	EMERGENCY MEDICAL PRODUCTS	181.04
06/23/2022	104041	FIRE SAFETY USA INC	43.00
06/23/2022	104042	SIGNARAMA	1,375.80
06/23/2022	104043	FOX COMPUTER & NETWORKING INC	64.05
06/23/2022	104044	FOX VALLEY TECHNICAL COLLEGE	604.50
06/23/2022	104045	HRABAN, JASON	47.00
06/23/2022	104046	HALRON LUBRICANTS INC	259.30
06/23/2022	104047	HMF INNOVATIONS	999.00
06/23/2022	104048	HOLIDAY WHOLESALE	2,550.41
06/23/2022	104049	HOPP, NATHAN E	65.28
06/23/2022	104050	KARTECHNER BROTHERS LLC	3,821.21
06/23/2022	104051	KIMBALL MIDWEST	117.43
06/23/2022	104052	LEAGUE OF WI MUNICIPALITIES	25.00
06/23/2022	104053	LITE 11 LLC	705.00
06/23/2022	104054	MENARDS - BEAVER DAM	301.86
06/23/2022	104055	MICK FISCHER TROPHY & ENGRAVIN	202.57
06/23/2022	104056	NAPA AUTO PARTS-WAUPUN	356.92
06/23/2022	104057	OSHKOSH OFFICE SYSTEMS	160.00
06/23/2022	104058	PTS CONTRACTORS INC	48,787.50
06/23/2022	104059	PEPSI-COLA	409.43
06/23/2022	104060	PETERSEN, JENNIFER	43.29
06/23/2022	104061	PIGGLY WIGGLY DISCOUNT FOODS	275.24
06/23/2022	104062	PIPIA, GINO	93.19
06/23/2022	104063	QUALITY AGGREGATE LLC	386.98
06/23/2022	104064	REINDERS INC.	106.79
06/23/2022	104065	RILEY ELECTRICAL SUPPLY	615.21
06/23/2022	104066	SAN-A-CARE, INC	351.78
06/23/2022	104067	SERWE IMPLEMENT	710.79
06/23/2022	104068	SESAC	299.25
06/23/2022	104069	SHARE CORPORATION	841.95
06/23/2022	104070	SHERWIN WILLIAMS	91.80
06/23/2022	104071	STAPLES CREDIT PLAN	227.91
06/23/2022	104072	STICKS AND STONES	375.00
06/23/2022	104073	STONE & SUEDE LLC	50,000.00
06/23/2022	104074	UNIFORM SHOPPE	66.95

Check Issue Date	Check Number	Payee	Amount
06/23/2022	104075	VON BRIESEN & ROPER, S.C.	18,116.00
06/23/2022	104076	WALMART COMMUNITY/CAPITAL ONE	72.62
06/23/2022	104077	WAUPUN UTILITIES	30,229.05
06/23/2022	104078	WEST BEND MUTUAL	50.00
06/23/2022	104079	WI DEPT OF FINANCIAL INST	20.00
06/23/2022	104080	WI DEPART OF TRANSPORTATION	6,165.93
06/23/2022	104081	YMCA OF DODGE COUNTY	7,089.88
06/23/2022	104082	INSIGHT FS	336.20
06/23/2022	104083	MARCO TECHNOLOGIES LLC	160.91
06/23/2022	104084	SALAMONE SUPPLIES	596.58
Grand Totals:			<u>203,880.82</u>

Report Criteria:

Report type: Summary

Invoice	Description	Invoice Date	Total Cost	GL Account
48 AMAZON CAPITAL SERVICES				
1YTD-KND-6NJC	Clasp Envelopes	06/21/2022	24.88	100-10-5110-3-38
117M-X4F9-QYV6	Mailing labels	06/20/2022	10.79	100-10-5142-3-38
1VH4-NJ6H-1KHK	replace soap dispenser at pool	06/06/2022	39.77	100-20-5523-3-36
1DY4-K9YH-Y6CJ	First Aid Supplies - cold packs	06/12/2022	20.50	100-20-5523-3-38
1HNK-QHW1-GW4F	Park Crafts	06/22/2022	22.94	100-20-5525-3-39
1JR9-F94Q-16DF	waterproof cell phone case	06/13/2022	20.59	100-40-5211-3-38
139C-MCQR-9NLJ	heavy duty white duct tape	06/15/2022	23.95	100-70-5410-3-36
1FKL-YL46-3Q6C	Power Rocker Switch	06/20/2022	9.95	100-70-5411-3-36
Total 48 AMAZON CAPITAL SERVICES:			173.37	
987 AIRGAS USA, LLC				
9126730362	pool gas and chemicals	06/09/2022	783.27	100-20-5523-3-40
Total 987 AIRGAS USA, LLC:			783.27	
1203 AMERICAN HYDRAULICS INC				
26163	Repair hydraulic cylinder main boom	06/09/2022	2,653.00	100-70-5411-3-36
Total 1203 AMERICAN HYDRAULICS INC:			2,653.00	
1565 ARMGA, BARB				
6-23-22	absentee ballot preparation	06/23/2022	74.22	100-10-5142-1-10
Total 1565 ARMGA, BARB:			74.22	
1906 AT&T MOBILITY				
APR24-MAY24 2022	FirstNet Mobile Aircards - APR 24-MAY 23 2022 PD	05/23/2022	780.25	100-40-5211-3-31
Total 1906 AT&T MOBILITY:			780.25	
4078 BATTERIES PLUS LLC				
P52598211	Batteries - Park Bathrooms	06/22/2022	179.20	100-20-5525-3-36
Total 4078 BATTERIES PLUS LLC:			179.20	
6252 BROWN CAB SERVICE INC				
2736	May monthly taxi service 2022	06/16/2022	10,990.32	501-10-5154-3-38
Total 6252 BROWN CAB SERVICE INC:			10,990.32	
7058 CAPITAL NEWSPAPERS				
109827	Variance Request	05/29/2022	21.71	100-10-5110-3-35
109951	Meeting 5.26.22	05/29/2022	21.71	100-10-5110-3-35
107779	Ordinance 22-02	05/29/2022	175.22	100-10-5110-3-35
107775	Ord #22-01	05/29/2022	36.70	100-10-5110-3-35
104808	District 5 Vacancy Notice 2022	05/29/2022	149.50	100-10-5142-3-35
108678	Notice - public test 6.1.22	05/29/2022	7.43	100-10-5142-3-35
Total 7058 CAPITAL NEWSPAPERS:			412.27	
7075 CARTRIDGE WORLD				
87981	Cartridges	06/20/2022	137.94	100-40-5211-3-38
Total 7075 CARTRIDGE WORLD:			137.94	

Invoice	Description	Invoice Date	Total Cost	GL Account
8049 CEDARQUIST, ANNIE				
6-23-22	Meal reimbursement - 6/1-6/3	06/23/2022	60.00	100-40-5215-3-37
Total 8049 CEDARQUIST, ANNIE:			60.00	
8999 CENTRAL CABLE CONTRACTORS INC.				
6/23/22	N. Hopp CDL test	06/14/2022	150.00	100-70-5412-3-38
Total 8999 CENTRAL CABLE CONTRACTORS INC.:			150.00	
10048 CHARTER COMMUNICATIONS				
134030-JUNE22	city hall - internet	06/15/2022	139.98	100-10-5197-3-31
84621-JUNE22	museum - internet - pd by Historical Society	06/10/2022	89.99	100-13850
16011-JUNE22	senior center - tv, internet	06/03/2022	154.71	100-20-5513-3-38
54053-JUNE22	aquatic center	06/06/2022	114.97	100-20-5523-3-38
3194-JUNE22	Ethernet Intrastate MBPS	06/01/2022	490.00	100-40-5211-3-38
15199-JUNE22	garage - tv, internet	06/09/2022	226.12	100-70-5412-3-38
Total 10048 CHARTER COMMUNICATIONS:			1,215.77	
11275 DESTINATION LAKE WINNEBAGO REGION				
6-23-22	70% Of Room Tax - April 2022	06/23/2022	2,832.49	430-70-5436-3-42
6-23-22	70% Of Room Tax - May 2022	06/23/2022	4,104.32	430-70-5436-3-42
Total 11275 DESTINATION LAKE WINNEBAGO REGION:			6,936.81	
11297 DIGGERS HOTLINE				
6-23-22	2nd prepayment 2022	06/23/2022	852.80	700-10-5192-3-38
Total 11297 DIGGERS HOTLINE:			852.80	
11427 DISPLAY SALES				
INV-032728	State flag	06/08/2022	82.00	100-70-5410-3-36
Total 11427 DISPLAY SALES:			82.00	
12530 EMERGENCY MEDICAL PRODUCTS				
2453894	First Aid Supplies	06/02/2022	10.39	100-20-5523-3-36
2453894	multi-cuff BP system	06/02/2022	119.98	100-50-5230-3-38
2458220	BP Monitor	06/21/2022	50.67	100-50-5230-3-38
Total 12530 EMERGENCY MEDICAL PRODUCTS:			181.04	
13011 FIRE SAFETY USA INC				
157532	Test Cap	03/15/2022	43.00	100-50-5232-3-36
Total 13011 FIRE SAFETY USA INC:			43.00	
13450 SIGNARAMA				
IN-F-40736	City Flags	06/09/2022	1,375.80	100-70-5410-3-36
Total 13450 SIGNARAMA:			1,375.80	
13820 FOX COMPUTER & NETWORKING INC				
338613	Pool concessions - update prices, desc. for rates, update	06/02/2022	64.05	100-20-5523-3-39
Total 13820 FOX COMPUTER & NETWORKING INC:			64.05	

Invoice	Description	Invoice Date	Total Cost	GL Account
13850 FOX VALLEY TECHNICAL COLLEGE				
TPB0000737757	training - Greenfield & Warner	06/13/2022	604.50	100-40-5215-3-37
Total 13850 FOX VALLEY TECHNICAL COLLEGE:			604.50	
15257 HRABAN, JASON				
6-23-22	meal reimbursement 6/14/22-6/15/22	06/23/2022	47.00	100-40-5215-3-37
Total 15257 HRABAN, JASON:			47.00	
15442 HALRON LUBRICANTS INC				
0160023-IN	Peak Blue DEF Fluid & Drum Deposit	06/17/2022	259.30	100-70-5411-3-36
Total 15442 HALRON LUBRICANTS INC:			259.30	
15831 HMF INNOVATIONS				
1087	CAMBRIDGE BENCH W/ MEM. PLAQUE	06/20/2022	999.00	220-20-5520-3-38
Total 15831 HMF INNOVATIONS:			999.00	
15920 HOLIDAY WHOLESALE				
1103977	Aquatic Center Concession Stand	06/01/2022	355.85	100-20-5523-3-39
1097882	Aquatic Center Concession Stand	05/25/2022	1,569.64	100-20-5523-3-39
1118635	Aquatic Center Concession Stand	06/15/2022	624.92	100-20-5523-3-39
Total 15920 HOLIDAY WHOLESALE:			2,550.41	
16047 HOPP, NATHAN E				
6-23-22	CDL License reimbursement	06/23/2022	65.28	100-70-5412-3-38
Total 16047 HOPP, NATHAN E:			65.28	
16843 KARTECHNER BROTHERS LLC				
2254	blacktop patch over new culvert County Park & W. Brown	06/10/2022	3,821.21	700-10-5192-3-36
Total 16843 KARTECHNER BROTHERS LLC:			3,821.21	
16987 KIMBALL MIDWEST				
100005987	hose repair	06/07/2022	117.43	100-70-5411-3-36
Total 16987 KIMBALL MIDWEST:			117.43	
17400 LEAGUE OF WI MUNICIPALITIES				
84657	Cyber Security Webinar 4/14/22	04/05/2022	25.00	100-10-5191-3-38
Total 17400 LEAGUE OF WI MUNICIPALITIES:			25.00	
17827 LITE 11 LLC				
1532	install body camera equipment into 6 squads	06/19/2022	705.00	410-40-5211-4-00
Total 17827 LITE 11 LLC :			705.00	
18961 MENARDS - BEAVER DAM				
16782	parks supplies to repair fence	06/13/2022	176.41	100-20-5525-3-36
16782	shop supplies	06/13/2022	125.45	100-70-5412-3-36
Total 18961 MENARDS - BEAVER DAM:			301.86	

Invoice	Description	Invoice Date	Total Cost	GL Account
19032 MICK FISCHER TROPHY & ENGRAVING				
2274	Trophies Celebrate Waupun Water Fights	05/28/2022	202.57	100-50-5232-3-38
Total 19032 MICK FISCHER TROPHY & ENGRAVING:			202.57	
19802 NAPA AUTO PARTS-WAUPUN				
349086	2008 Chevrolet Impala wiper blades	05/25/2022	18.04	100-40-5212-3-36
346829	Light bulbs	06/07/2022	8.20	100-70-5411-3-36
347784	Electronic cleaner - shop	05/12/2022	11.49	100-70-5411-3-36
347941	06 Chev Silverado blower motor repair	05/13/2022	74.57	100-70-5411-3-36
348628	shop supplies - ruglyde & applicator	05/20/2022	22.08	100-70-5411-3-36
349048	shop fuse holder	05/25/2022	11.37	100-70-5411-3-36
349233	replace break lines '03 silverado	05/27/2022	193.79	100-70-5411-3-36
349452	replace break lines - fluid	05/31/2022	17.38	100-70-5411-3-36
Total 19802 NAPA AUTO PARTS-WAUPUN:			356.92	
20900 OSHKOSH OFFICE SYSTEMS				
AR76706	Ricoh IMC4500 Color Copier - city hall - contract 5/15/22-	06/15/2022	160.00	100-10-5141-3-36
Total 20900 OSHKOSH OFFICE SYSTEMS:			160.00	
20999 PTS CONTRACTORS INC				
PMT 6	Rock/Newton St Constr-Pmt6	06/03/2022	48,787.50	400-70-5436-8-00
Total 20999 PTS CONTRACTORS INC:			48,787.50	
21238 PEPSI-COLA				
35158207	Pool Concessions - 21 cases	06/03/2022	409.43	100-20-5523-3-39
Total 21238 PEPSI-COLA:			409.43	
21357 PETERSEN, JENNIFER				
6-23-22	MILEAGE - FDL - Pick up absentee ballot/documents for	06/21/2022	23.40	100-10-5142-3-37
6-23-22-1	Pick up absentee ballots for 8-9-22 election - Dodge	06/23/2022	19.89	100-10-5142-3-37
Total 21357 PETERSEN, JENNIFER:			43.29	
21665 PIGGLY WIGGLY DISCOUNT FOODS				
9966	Senior Center Picnic	06/01/2022	103.32	100-20-5513-3-38
0934	pool concessions	06/04/2022	41.94	100-20-5523-3-39
3685	FD - beverages/forks/plates	05/16/2022	129.98	100-50-5232-3-38
Total 21665 PIGGLY WIGGLY DISCOUNT FOODS:			275.24	
21705 PIPIA, GINO				
6-23-22	Refund overpayment Health Insurance	06/01/2022	33.71	100-21530
6-23-22	Refund overpayment supplemental life insurance	06/01/2022	5.30	100-21535
6-23-22	Refund overpayment dental/vision insurance	06/01/2022	54.18	100-21537
Total 21705 PIPIA, GINO:			93.19	
22350 QUALITY AGGREGATE LLC				
3219	gravel to repair storm sewer	06/17/2022	386.98	700-10-5192-3-36
Total 22350 QUALITY AGGREGATE LLC:			386.98	

Invoice	Description	Invoice Date	Total Cost	GL Account
22700 REINDERS INC.				
6013843-00	Replace mower blades	06/10/2022	106.79	100-70-5411-3-36
Total 22700 REINDERS INC.:			106.79	
22953 RILEY ELECTRICAL SUPPLY				
233824	Repair fountain @ Harris Mill Park	06/17/2022	615.21	100-20-5525-3-36
Total 22953 RILEY ELECTRICAL SUPPLY:			615.21	
23224 SAN-A-CARE, INC				
572738	Cleaner for building floors	06/03/2022	351.78	100-70-5410-3-36
Total 23224 SAN-A-CARE, INC:			351.78	
23557 SERWE IMPLEMENT				
9132	Ground Roller bracket, bearing, plate, adjust.	06/20/2022	710.79	100-70-5411-3-36
Total 23557 SERWE IMPLEMENT:			710.79	
23562 SESAC				
10592848	2022 music license fee	06/01/2022	299.25	100-20-5525-3-38
Total 23562 SESAC:			299.25	
23589 SHARE CORPORATION				
203779	green nitrile HD Gloves	06/15/2022	841.95	100-70-5410-3-36
Total 23589 SHARE CORPORATION:			841.95	
23598 SHERWIN WILLIAMS				
5513-2	Strainer for street painting	06/08/2022	91.80	100-70-5441-3-36
Total 23598 SHERWIN WILLIAMS:			91.80	
24108 STAPLES CREDIT PLAN				
6-23-22	share of office supplies	06/15/2022	24.99	100-10-5131-3-30
6-23-22	share of office supplies	06/15/2022	25.00	100-10-5141-3-30
6-23-22	share of office supplies	06/15/2022	40.44	100-10-5141-3-30
6-23-22	share of office supplies	06/15/2022	24.99	100-10-5191-3-30
6-23-22	share of office supplies	06/15/2022	62.49	100-20-5513-3-30
6-23-22	share of office supplies	06/15/2022	25.00	100-70-5420-3-30
6-23-22	share of office supplies	06/15/2022	25.00	100-80-5670-3-30
Total 24108 STAPLES CREDIT PLAN:			227.91	
24350 STICKS AND STONES				
13072	mow & trim (904 Pleasant; vacant lot, 100 W. Main, 380 F	06/13/2022	375.00	100-70-5613-3-38
Total 24350 STICKS AND STONES:			375.00	
24422 STONE & SUEDE LLC				
6-23-22	CDA Grant Reimbursement - Developer's Agreement 417	06/22/2022	50,000.00	405-70-5436-3-38
Total 24422 STONE & SUEDE LLC:			50,000.00	
25482 UNIFORM SHOPPE				
322641	polo	06/23/2022	66.95	100-40-5211-3-38

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 25482 UNIFORM SHOPPE:			66.95	
26465 VON BRIESEN & ROPER, S.C.				
392437	5504-00002 Records Request April 2022	05/23/2022	1,543.50	100-10-5143-3-38
395134	5504-00033 - Personnel-May 22	06/20/2022	5,201.00	100-10-5143-3-38
395133	5504-0002 Records Request - May 22	06/20/2022	3,213.00	100-10-5143-3-38
395135	5504-00038 Public Records Litigation - May 22	06/20/2022	8,158.50	100-10-5194-3-38
Total 26465 VON BRIESEN & ROPER, S.C.:			18,116.00	
26540 WALMART COMMUNITY/CAPITAL ONE				
1642545193	pool concessions	06/07/2022	72.62	100-20-5523-3-39
Total 26540 WALMART COMMUNITY/CAPITAL ONE:			72.62	
27450 WAUPUN UTILITIES				
MAY2022	Monthly utility charges	06/03/2022	140.29	100-20-5512-3-32
MAY2022	Monthly utility charges	06/03/2022	486.73	100-20-5513-3-32
MAY2022	Monthly utility charges	06/03/2022	6,715.64	100-20-5523-3-32
MAY2022	Monthly utility charges	06/03/2022	3,782.92	100-20-5525-3-32
MAY2022	Monthly utility charges	06/03/2022	901.47	100-40-5211-3-32
MAY2022	Monthly utility charges	06/03/2022	507.07	100-50-5231-3-32
MAY2022	Monthly utility charges	06/03/2022	16.00	100-50-5251-3-32
MAY2022	Monthly utility charges	06/03/2022	2,558.61	100-70-5410-3-32
MAY2022	Monthly utility charges	06/03/2022	977.93	100-70-5412-3-32
MAY2022	Monthly utility charges	06/03/2022	213.44	100-70-5441-3-32
MAY2022	Monthly utility charges	06/03/2022	10,956.10	100-70-5442-3-32
MAY2022	Monthly utility charges	06/03/2022	1,960.67	210-60-5511-3-32
MAY2022	Monthly stormwater charges - McKinley Property - May 2	06/03/2022	84.98	408-70-5436-3-32
MAY2022	Monthly utility charges	06/03/2022	54.20	700-10-5192-3-32
5541	Stormwater Billing & Collection Fees - May2022	05/31/2022	873.00	700-10-5192-3-38
Total 27450 WAUPUN UTILITIES:			30,229.05	
27986 WEST BEND MUTUAL				
6-23-22	T. Greenfield Notary Bond	05/27/2022	50.00	100-10-5153-3-38
Total 27986 WEST BEND MUTUAL:			50.00	
28540 WI DEPT OF FINANCIAL INST				
6-23-22	Notary - T. Greenfield	06/23/2022	20.00	100-10-5153-3-38
Total 28540 WI DEPT OF FINANCIAL INST:			20.00	
28963 WI DEPART OF TRANSPORTATION				
395-0000263184	Watertown St. Preliminary Engineering	06/01/2022	345.23	100-70-5420-3-38
395-0000263238	Madison Ph 2 Const - Street	06/01/2022	243.19	400-70-5420-8-00
395-0000263239	Madison St Ph 2 Pmt 2/Inv 263239	06/01/2022	5,439.11	400-70-5436-8-00
395-0000263238	Madison Ph 2 Const - SW	06/01/2022	138.40	700-10-5192-8-00
Total 28963 WI DEPART OF TRANSPORTATION:			6,165.93	
29893 YMCA OF DODGE COUNTY				
6162022	Concession/Pool Staff Wage & 25% Admin	06/16/2022	6,686.81	100-20-5523-1-10
6162022	Taxes	06/16/2022	403.07	100-20-5523-2-23

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 29893 YMCA OF DODGE COUNTY:			7,089.88	
300032 INSIGHT FS				
220006705	ballfield supplies - mound clay for Gus & Schlieve	06/14/2022	183.80	100-20-5525-3-36
57032397	ballfield supplies- turf mound master red block & athle	06/10/2022	152.40	100-20-5525-3-36
Total 300032 INSIGHT FS:			336.20	
300188 MARCO TECHNOLOGIES LLC				
474419355	KONICA MINOLTA C3001 Copier - Contract	06/23/2022	160.91	100-40-5211-3-38
Total 300188 MARCO TECHNOLOGIES LLC:			160.91	
300193 SALAMONE SUPPLIES				
161031	Building & Parks Supplies	06/06/2022	596.58	100-70-5410-3-38
Total 300193 SALAMONE SUPPLIES:			596.58	
Grand Totals:			203,880.82	

Report GL Period Summary

GL Period	Amount
06/22	203,880.82
Grand Totals:	203,880.82

Vendor number hash: 2669626
Vendor number hash - split: 3316156
Total number of invoices: 97
Total number of transactions: 123

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	203,880.82	.00	203,880.82
Grand Totals:	203,880.82	.00	203,880.82



AGENDA SUMMARY SHEET

MEETING DATE: June 28, 2022

TITLE: All Phase HVAC, LLC Developers Agreement

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Community & Economic Vitality	Cost to install stormwater pond/infrastructure Expand tax valuation (MG \$600,000) Jobs	

ISSUE SUMMARY

Staff have been working with All Phase HVAC, LLC to locate their business in the Heritage Ridge Business Park. All Phase is a growing business that is generating family-supporting jobs in Waupun. An agreement has been reached for construction of a facility on Lot 6, adjacent from the Heritage Ridge Travel Plaza. A Developer's Agreement is included with this report for your consideration and approval. This proposal comes based on input from the Economic Development Committee.

STAFF RECCOMENDATION:

Approve the Developer's Agreement as presented.

ATTACHMENTS:

All Phase HVAC, LLC Developer's Agreement

RECCOMENDED MOTION:

Motion to approve the Developer's Agreement with All Phase HVAC, LLC.

DEVELOPER AGREEMENT

Document Number:

Return Address: Vande Zande & Kaufman, LLP
408 East Main Street
P.O. Box 430
Waupun, WI 53963
(920) 324-2951
dan@vklaw.us

Parcel ID Number: see attached Exhibit A

THIS AGREEMENT is made between the City of Waupun, a Wisconsin municipal corporation (“the City”) and All-Phase HVAC LLC, a Wisconsin limited liability company (“All-Phase”). The City and All-Phase may be individually referred to as a “Party” and collectively identified here as “the Parties” to this Agreement.

The City is in the process of establishing Tax Incremental District No. 9 to the City of Waupun (“the District”) through action of its Joint Review Board, City Planning Commission and City Council, as amended. 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 has on this date conveyed the Real Estate to All-Phase, and this agreement is provided in partial consideration of this sale. The City desires to retain the general supervision, administration and enforcement of the terms of this agreement, as such need may arise while the terms of this agreement remain in effect, in order to promote the purposes of this agreement, and ensure that the project development identified here will be constructed as agreed.

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 All-Phase agree that the Real Estate shall be held, transferred, sold, conveyed and occupied subject to the following conditions, covenants, restrictions, reservations and easements:

1. Project Development. All-Phase agrees to construct on the Real Estate a commercial building and related structures for use as a shop and office space for commercial electrical and HVAC contracting, as depicted on the preliminary site plan which is attached and incorporated as Exhibit B to this Agreement (collectively, "the Project Development"). The Real Estate and the Project Development improvements 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 Waupun municipal codes. In addition, all structures, improvements and landscaping shall be designed and constructed to present appropriate visual aesthetics consistent with the terms of this agreement as determined by the City in its sole discretion, and conforming to plans approved by the Waupun Plan Commission. No phase or portion of the Project Development shall be placed into service or used for commercial operation prior to final inspection and the issuance of an occupancy or other operational permits from the State of Wisconsin and/or City of Waupun, and no phase of the Project Development shall be deemed to have been “completed” within the meaning of this Agreement until such inspection and occupancy and all other operational permits have been issued.

2. Design Plans. All-Phase shall not commence construction or place any structure, improvement or landscaping on the Real Estate until design plans have been approved in writing by the City for each Project Development Phase as defined in Section 3 below. 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, All-Phase shall fully comply with all such design plans, unless otherwise mutually agreed by the Parties in a written amendment to this Agreement.

3. Construction and Completion Timelines. All-Phase shall comply with the following construction and occupancy timelines:

3.1. Project Development. All-Phase shall commence construction of the Project Development no later than December 31, 2022, and shall thereafter proceed diligently and expeditiously to complete Project Development no later than December 31, 2023.

3.2. City Option to Repurchase. Notwithstanding any other provision contained in this Agreement, if All-Phase fails to commence or substantially complete construction of the Project Development in a timely manner as specified in Section 3.1 above, then the City shall thereafter have the option to immediately repurchase the Real Estate at a cash price of Forty-Five Thousand and 00/100 Dollars (\$45,000.00), which repurchase shall be free from any lien or other encumbrance on the Real Estate. If the City exercises this option, then on concluding such repurchase from All-Phase the terms of this Agreement shall be void, and the City and All-Phase shall have no further obligation to each other under this Agreement. This option shall be in addition to any other legal or equitable remedy available to the City under this Agreement.

3.3. Termination. All-Phase will be considered in default of this Agreement if any of the following occur:

3.3.1.1. All-Phase fails to construct or fails to substantially complete any phase of the project consistent with Section 3.1 above; or

3.3.1.2. Any representation provided by All-Phase as part of this Agreement is determined to be false in a material way; or

3.3.1.3. All-Phase becomes insolvent or generally unable to pay its debts as they mature, including but not limited to filing, a petition for bankruptcy or any similar proceeding; or

3.3.1.4. All or any portion of the property becomes tax exempt.

In the event that All-Phase is found in default of this Agreement, the City may pursue any or all of the rights and remedies available to the City under this Agreement.

4. Infrastructure Development and Regional Retention Pond. The City shall complete, at its own cost, all street, electric, water, sanitary and storm water sewer infrastructure along Shaler Drive and Bayberry Lane running adjacent to the Real Estate to the lot line, all in accordance with all applicable municipal standards and requirements, but pursuant to a timeline established by the City in its sole discretion. In addition, the City shall cooperate with and coordinate extension of telecommunications and natural gas service to the site, provided that All-Phase shall pay all costs of such infrastructure development. The City shall, at its own cost, construct a regional stormwater retention pond, to be completed at such time as infrastructure development has been completed with respect to both Shaler Drive and Bayberry Lane.

5. Guaranteed Property Valuation. All-Phase shall construct Project Development improvements, at the sole cost of All-Phase, on the Real Estate to reach the Guaranteed Tax Valuation as set forth below.

5.1. Guaranteed Tax Value Defined. In this Agreement, “Guaranteed Tax Value” shall mean the minimum assessed value of the Property for the applicable tax year, as specified in this Agreement.

5.2. Guaranteed Tax Value. Commencing with the year in which the Project Development is completed, but no later than the tax assessment year 2023 (due in calendar year 2024), the Guaranteed Tax Value for the Property shall be Six Hundred Thousand Dollars (\$600,000.00) for the Property.

5.3. Payment of Real Estate Taxes and PILOT. All-Phase shall pay all real estate taxes and special assessments for the Property when due. In any year in which the actual assessment value of the Property is less than the Guaranteed Tax Value for that year, then All-Phase shall pay, in addition to any required real estate tax payment, an additional payment in lieu of taxes (“PILOT”) in an amount equal to the applicable tax mill rate for that year multiplied by the difference between the actual assessment value of the Property and the Guaranteed Tax Value for the Property for that year. By way of example, if the actual assessment of the Property in the year 2024 is \$550,000.00, and the Guaranteed Tax Value for that year is \$600,000.00, then in addition to paying all real estate taxes for that year, All-Phase shall also make a PILOT payment to the City that is equal to \$50,000.00 multiplied by the applicable mill rate for that year. The PILOT shall be calculated and paid to the City no later than January 31 following the tax assessment period ending December 31 of the previous year. Payment of the

PILOT, when applicable, shall be made to the City in addition to full payment of real estate taxes due that year.

5.4. Special Assessment. All-Phase agrees that if any real estate taxes or required PILOT is not timely paid in full, then the balance due, including without limitation any interest charges imposed under this Agreement, shall immediately thereafter be added and collected as a special assessment to the Property, as specified below. However, the inclusion of any amount due as a special assessment shall not constitute a waiver of any default of this Agreement, and shall not prohibit the City from pursuing any other available remedies under this Agreement.

5.5. No Limitation on Tax Assessment Process. The Parties each understand and agree that the provision for payment of a minimum tax increment for the Property shall not in any way bind the City Assessor in the assessment and appraisal of the Property and that the City Assessor will arrive at an assessed value of the Property based solely on the reasonable application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this provision shall limit or impair any statutory rights of the City with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Nothing in this provision shall limit or impair All-Phase's rights to appeal an assessment in excess of total assessed valuation, although such appeal shall have no effect on the determination of the Guaranteed Tax Value under this Agreement.

6. Storm Water Management. Prior to commencing any Phase of the Project Development, All-Phase shall submit to the City a stormwater plan and maintenance agreement for stormwater facilities in accordance with Chapters 22 and 23 of the Waupun Municipal Code, as amended. All-Phase shall, at all times during construction and operation of the Project Development, comply with all terms and conditions specified in its stormwater plan and maintenance agreement. All-Phase shall contemporaneously provide the City with a copy of any stormwater Notice of Intent and plans for stormwater and erosion control that it submits to the Wisconsin Department of Natural Resources. Additionally, All-Phase shall, at its sole cost, fully comply and maintain compliance with respect to all applicable State and municipal statutes, laws, administrative provisions and other requirements with respect to storm water quality, storm water management, and weed and erosion control.

7. Utility Services. All-Phase understands that the Waupun Utilities is the solely owned utility of the City, and provision of utility services by the Waupun Utilities for the Project Development and all facilities and business operations of All-Phase on the Real Estate is a material inducement for the City to enter into this Agreement. All-Phase therefore agrees to purchase all sewer, water and electric service for all phases of the Project Development exclusively from the Waupun Utilities at all times while this Agreement remains in effect. All-Phase may request approval from the City to install on-site renewable energy generation, such as solar panels, and such approval shall not be unreasonably withheld.

8. Parking and Landscaping. All parking areas, driveways and exterior storage areas shall be paved with hot-mixed asphalt or Portland cement concrete (or an equivalent other brand cement), unless All-Phase utilizes permeable pavement to improve stormwater control, subject to prior City approval. All walkways shall be constructed of Portland cement concrete, unless All-Phase utilizes permeable pavement to improve stormwater control, subject to prior City approval. All open space on the Real Estate shall be attractively landscaped with lawns, trees, shrubs or similar plantings, including proper contouring and landscaping for storm water detention or retention ponds and rain gardens as approved by the City as part of its site plan approval. All-Phase shall be solely responsible for all costs and expenses incurred in this respect.

9. Exterior Storage Areas. Materials, products, inventory, trash, recyclable materials and debris to be stored outside of any structure shall be kept exclusively within an exterior storage area or areas constructed in compliance with the building setback lines and in the rear yard of the site in accordance with the Waupun Municipal Code. All exterior storage areas shall be fully screened from view from all Real Estate boundaries with a solid fence or such other opaque screening as may be approved by the City in its discretion. A chain link fence is not acceptable for this purpose. Trash, recyclable materials and debris may only be stored on a temporary basis pending disposal. The height of stored items shall not exceed the height of fencing or other screening. All fences or other screening shall be kept in good repair and appearance as determined by the City in its discretion.

10. Assignment Restricted. This Agreement shall not be assigned by All-Phase without the express written consent of the City, which shall not be unreasonably withheld. Any attempt to assign the Agreement in violation of this Section shall be void and shall constitute an act of default of this Agreement. If the City does agree to an assignment of the Real Estate, then any permitted transferee shall agree to be fully bound by the terms of this Agreement. All-Phase acknowledges that the terms of this Agreement represent a primary and material inducement for the City to convey the Real Estate to All-Phase. The City shall remain a Party in interest for the purpose of enforcing these terms, notwithstanding any subsequent voluntary or involuntary assignment or conveyance of the legal or equitable interest of All-Phase in the Real Estate to any third Party.

11. Taxable Entity; Payment in Lieu of Taxes. The City has entered into this Agreement with All-Phase on the basis that All-Phase is not a legal entity that is exempt from real estate taxation. All-Phase warrants that the Project shall remain a taxable project and shall not be purchased by entities that are exempt from real estate taxes, and it shall be a condition of this Agreement that ownership of any portion of the Real Estate may not be transferred to an entity that is exempt from real estate taxes, without a payment in lieu of property taxes. This obligation shall survive until the termination of the District. In the event that All-Phase receives an exemption from general real estate taxes, then All-Phase shall be responsible to the City of Waupun for a payment in lieu of taxes in an amount not less than the municipal levy applied the current assessed value. All-Phase agrees that the Project Development shall be subject to annual real estate tax

assessment, and/or an equivalent annual payment to the City in lieu of such assessment at all times prior to the lawful termination or closure of the District. The Project Development shall not be transferred, whether voluntarily or involuntarily, to any entity that is exempt from the assessment of real estate tax, unless prior to such transfer a written agreement is executed between the transferee and the City providing for an annual payment to the City in lieu of real estate taxes in an amount not less than the required payments due under this agreement. This term shall remain in effect until the lawful termination or closure of the District.

12. Destruction and Restoration. In the event of that any buildings, structures, fixtures or improvements constructed as part of the Project Development shall be damaged or destroyed by fire or otherwise, All-Phase, at its sole cost and expense, shall promptly restore, repair, replace and rebuild the same as nearly as possible to the condition that the same were in immediately prior to such damage or destruction, reasonable wear and tear excepted, with such changes or alterations as the Parties may mutually agree in writing. All-Phase shall promptly give the City written notice of such damage or destruction on its occurrence and specify in such notice, in reasonable detail, the extent of such damage or destruction, and propose restoration plan. Restoration shall be carried on and completed within a reasonable time thereafter, but in no case more than thirty-six (36) months after the damage or destruction occurred. No destruction of or damage to all or any portion of buildings, structures or fixtures located on the Real Estate, by fire, casualty or otherwise, shall relieve All-Phase from any of its obligations or

requirements under this Agreement, nor shall any payment due from All-Phase abate during any restoration period, except by mutual written agreement of the Parties.

13. Insurance and Assumption of Risk.

13.1. Required Insurance. All-Phase, its contractors, lessees, successors and assigns, shall, at all times during its ownership of the Real Estate, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect the Project Development, as are customarily insured against in project developments of like size and character including, but not limited to: casualty insurance, comprehensive general liability insurance, physical damage insurance, builders' risk insurance, worker compensation, and coverage for vehicle operation, and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as All-Phase. Required insurance shall be maintained in amounts and with terms of coverage generally customary to such development and operations. In the event that buildings, structures or facilities on the Real Estate are damaged or fully destroyed, All-Phase shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Real Estate and all structures on the Real Estate to their original condition, except as otherwise agreed by All-Phase and the City.

13.2. Certificates of Insurance. On written request of the City, certificates of insurance on all policies specified shall be filed with the Waupun City Clerk and

in such case shall provide that a thirty (30) day written notice of material change or cancellation must be given to the City.

13.3. Assumption of Risk. Notwithstanding any insurance requirement specified in this Agreement, All-Phase agrees to and does assume the full risks of any injuries, including death, and of any property loss, and of all expenses, costs, damages and losses that, its officers, members, or employees, may sustain as a result of participating in any and all activities connected with or associated with this Agreement and with Project Development and use of the Real Estate.

13.4. General Indemnity. 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.

13.5. Governmental Immunity. Being a political subdivision of the State of Wisconsin, the City is governed by and subject to the governmental immunity laws

of the state of Wisconsin, including without limitation those contained within Sections 893.80, 895.52 and 345.05 of the Wisconsin Statutes (collectively, the "Immunity Act"). Nothing in this Agreement shall be interpreted or construed to limit, modify or qualify any immunity or protection provided to the City by the Immunity Act. The provisions of this provision shall prevail over any conflicting or inconsistent provision set forth elsewhere in this Agreement.

13.6. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement, or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City officers, agents, or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

14. Maintenance of Records and Audit. All-Phase shall keep full and detailed books, records and accounts that are customarily maintained to document full performance of and compliance with all conditions, restrictions, requirements and obligations imposed on All-Phase under federal and state law, and the terms of this Agreement. All-Phase shall, on request by the City, make its books, records, and accounts available to the City or its agent to permit the City to monitor and audit compliance by All-Phase with respect to all terms of this Agreement.

15. Term and Termination of Agreement.

15.1. Termination of Agreement. This Agreement shall be effective on the execution and delivery of this Agreement by the Parties, and shall continue as follows: (a) any obligation of All-Phase to pay to the City of Waupun any PILOT as

specified in this Agreement shall terminate after full payment of any required amount due with respect to the Real Estate tax statement or statements for the tax assessment year in which the District is closed; and (b) all other provisions shall survive termination or closure of the District, and shall continue until released by the City.

15.2. Survival of Terms. Notwithstanding any other provision in this Agreement, those provisions in this Agreement which by their nature are intended to or must be performed in whole or in part or are reasonably interpreted to survive after the expiration or termination of this Agreement shall survive the expiration and/or termination of this Agreement.

16. Default and Remedial Action. The following shall apply with respect to default and remedial action under this Agreement.

16.1. Events of Default. A Party to this Agreement shall be in default if any of the following events occur: (a) that Party is, through action or inaction, in material breach of any term or provision of this Agreement; or (b) any representation or warranty of the Party or in any agreement or certificate delivered pursuant to this Agreement shall prove to have been false in any material respect when made; or (c) that Party becomes insolvent or files for relief under a bankruptcy, receivership or insolvency proceedings of any kind, or is named in such proceeding involuntarily and such proceeding is not dismissed within ninety (90) days; or (c) All-Phase, if it undergoes dissolution or liquidation, or the commencement of any proceedings for dissolution or liquidation that are not dismissed within ninety (90) days.

16.2. Right to Cure. Except in the case of an emergency as set forth below, if one Party deems the other Party to be in default as set forth above, the non-defaulting Party shall provide written notice of default to the defaulting Party, during which time the defaulting Party may fully cure all incidents of default identified in the written notice. The time during which a defaulting Party may cure the default shall be not less than ten (10) days for any default as to any monetary payment due, and not less than sixty (60) days for default as to any other term, provision or requirement under this Agreement. By mutual written agreement the Parties may extend the length of time necessary to cure the default beyond the term of the initial written notice if it will reasonably take longer than the time specified in the notice to cure, and if, during such extended time the defaulting Party is making diligent efforts to cure the default. During the period in which a defaulting Party has a right to cure, the non-defaulting Party shall take no remedial action with respect to the default as set forth below. If any default remains uncured after expiration of the right to cure as provided here, then the non-defaulting Party shall thereafter be permitted to take such remedial action with respect to the default as set forth below.

16.3. Emergency Action. As used in this Agreement, an “emergency” means a situation that arises where the City deems All-Phase to be in default of this Agreement, which default poses risk of immediate threat of injury to health or life, or damage or loss to property, whether real or personal. In the event of an emergency, the City may immediately report the default and resulting emergency

to All-Phase, and All-Phase shall immediately thereafter commence such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage, or loss and shall, as soon as reasonably possible and report its remedial action to the City not more than three (3) days thereafter. For the purpose of this subsection, the City may report an emergency to All-Phase via telephone, facsimile or electronic mail to All-Phase's last-known contact information, provided that the City shall immediately thereafter also provide written notice as set forth in Section 21.14 below. If All-Phase fails to take immediate remedial action within the time specified here, then the City may, in its sole discretion and without further notice, take reasonable action as the City deems necessary or appropriate to address such emergency, including without limitation to take any remedial action available to the City as specified in this Agreement. Notwithstanding any provision to the contrary in this Agreement, the City may take remedial action in the event of an emergency without first complying with the Right to Cure or Mediation requirements specified in this Agreement.

16.4. Mediation of Disputes. Except in the case of an emergency as specified in this Agreement, any unsettled claims, counterclaims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement shall be submitted to mediation by a mediator mutually selected by the Parties before the Parties proceed with remedial action as specified in this Agreement. Nevertheless, nothing here shall prohibit the Parties from proceeding with mediation during any period in which a Party has a right to cure as specified

above. The City and All-Phase each agree to participate in the mediation process in good faith. The mediation process shall be conducted on a confidential basis and shall be completed within sixty (60) days, unless both Parties agree to an extension. If such mediation is unsuccessful in resolving the dispute, then the Parties may mutually agree to a further dispute resolution process, or either Party may seek to pursue remedial action as authorized in this Agreement, or as otherwise permitted by statute or common law provision.

16.5. Remedial Action Available to the City. If All-Phase is in default of this Agreement, the City may take any one or more of the following remedial actions: (a) the City may suspend its performance under this Agreement until it receives assurances from All-Phase, as deemed adequate by the City in its sole and absolute discretion, that All-Phase will cure its default and continue its performance under this Agreement; or (b) the City may take or pursue any administrative action as it deems appropriate, whether through municipal enforcement or enforcement through any County, State or federal agency; or (c) to the extent that All-Phase fails to make any monetary payment required under this Agreement for more than ten (10) days after the due date of such payment, then in addition to such payment All-Phase shall pay to the City interest on the monetary amount outstanding at the rate of twelve percent (12%) per annum from the due date to the date of payment, and such amount shall immediately thereafter be added and collected as a special assessment to the Real Estate as specified below; or (d) the City may enforce the provisions of this Agreement and may enforce and protect the rights of the City by

a suit or suits in equity or at law for the specific performance of any term or provision of this Agreement, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation, injunctive relief, and for recovery of monetary damages and all monies due or to become due from All-Phase under any provision of this Agreement.

16.6. Remedial Action Available to All-Phase. If the City is in default of this Agreement, All-Phase may seek any remedy available under the terms of this Agreement or take any other action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation or agreement of the City under this Agreement, including securing an injunction to prevent harm, provided that All-Phase shall, to the extent required by law, use commercially reasonable efforts to mitigate its loss or damages.

16.7. Special Assessment and Assessment Waiver. In addition to other remedies provided to the City by this Agreement, the City shall have the right to impose special assessments on the Real Estate for any monetary amount to which the City is entitled by virtue of this Agreement, including without limitation, any interest charges imposed under the terms of this Agreement. The City shall have the right at any time while this Agreement remains in effect, without notice or hearing, to impose special assessments against the Real Estate for any cost, expense, charge or other payment due to the City under this agreement, including without limitation, any Property real estate tax or PILOT payment that becomes

due. All-Phase acknowledges that the City's performance under this Agreement, including without limitation payment of the Project Development incentive identified above, constitutes a reasonable and appropriate improvement that directly benefits the Project Development. Now and in the future, All-Phase waives all special assessment notices and hearings required under Section 66.0703 of the Wisconsin Statutes, consents to any such levy of special assessments against the Real Estate pursuant to Section 66.0703(7)(b) of the Wisconsin Statutes, and further agrees not to contest any such special assessment by appeal or otherwise. This waiver shall apply at all times prior to the lawful termination or closure of the District. All-Phase agrees to execute any and all necessary documentation that may be requested by the City at any time while this agreement remains in effect, in order to provide evidence of the consent and waiver of All-Phase in this respect. Notwithstanding this provision, the inclusion of any amount due from All-Phase as a special assessment shall not constitute a waiver of any default of this Agreement, and shall not prohibit the City from pursuing any other available remedies under this Agreement.

The City reserves the right to impose special assessments on the Property for additional infrastructure costs or expenses not included in the initial Project plan, where required by Wisconsin state regulatory agencies in support of the Project (e.g., WI-DOT intersection controls or enhancements or WI-DNR stormwater mandates), or where otherwise deemed necessary by the City.

16.8. Remedies are Cumulative. All remedies provided in this Agreement shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all remedies specified in this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, in addition to the remedies set forth here, either Party may pursue any other remedy now or available in the future under the laws or jurisdictional decisions of the State of Wisconsin.

16.9. Performance Security. If the City at any time in good faith shall deem itself insecure as a result of a default by All-Phase as specified above, then the City may require All-Phase, as a term of any right to cure, to provide to the City a formal irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in a commercially reasonable amount to assure the faithful performance of All-Phase's obligations under this Agreement for a term sufficient to secure full performance of those obligations. The Letter of Credit shall be approved as to form by the City Attorney. The Parties may, by mutual written agreement, consent to a performance bond or other form of security in lieu of an irrevocable letter of credit. Failure to comply with this provision shall constitute a material breach by All-Phase of the terms of this Agreement.

16.10. Waiver. Failure of a Party to enforce any provision contained in this Agreement shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default. No Party shall be deemed to have waived any term, provision or requirement of this Agreement unless such waiver is in a writing executed by both Parties and specifically

identifies the term, provision or requirement that is waived, in which case such waiver shall not be deemed to waive any other concurrent, previous or subsequent breach of this Agreement.

16.11. Costs and Attorney Fees. In the event that any dispute arising out of the provisions of this Agreement is litigated the Party that substantially prevails in the resolution of such dispute shall be entitled to recover all actual costs and expenses associated with of such dispute resolution, including without limitation, reasonable attorney's fees. In addition, if the City substantially prevails in the resolution of the dispute, the City shall be entitled to recover all actual costs and expenses for all municipal staff time and investigative expenses.

17. All-Phase Warranties and Representations. All-Phase 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 All-Phase and performing its obligations under this Agreement:

17.1. Business Entity. All-Phase is a duly formed and existing membership cooperative formed under Chapter 185 of the Wisconsin Statutes in good standing under the laws of the State of Wisconsin.

17.2. 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 All-Phase and no other or further acts or proceedings of All-Phase 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 All-Phase and constitute the legal, valid and binding agreement and obligation of All-Phase, 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.

17.3. Pending or Threatened Litigation. There are no lawsuits filed or pending, or to the knowledge of All-Phase, threatened against All-Phase that may in any way jeopardize or materially and adversely affect the ability of All-Phase to perform its obligations hereunder.

17.4. Sufficient Funds for Project Development. As of the date of this Agreement, All-Phase has sufficient available funds and resources to enable the All-Phase to complete and fully perform all of its obligations under this Agreement. On the request of the City, All-Phase shall make available for inspection evidence of its financial resources on which it bases this warranty and representation. All-Phase shall promptly notify the City of any material adverse change in its financial condition that is reasonably likely to adversely affect its ability to satisfy all of its obligations under this Agreement.

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

18.1. Wisconsin Public Records Law. All-Phase understands that this Agreement and other materials submitted to the City may constitute public records subject to disclosure under the Wisconsin Public Records Law, as codified in Wis. Stat. §§ 19.31, et seq., and any successor statutes, regulations and common law rulings. The City agrees to adopt and use reasonable safeguards to maintain the confidentiality of any financial or confidential information of All-Phase to the maximum extent permitted under applicable law, to provide prompt written notice (in any event within 3 business days) to All-Phase of any Wisconsin public records or similar request seeking information related to the financial resources of All-Phase, and to consult with All-Phase prior to responding to any such request. The final decision regarding the disclosure of any information in response to any such request shall be made at the reasonable discretion of the Waupun City Attorney.

18.2. Time of the Essence. The City and All-Phase agree that time is of the essence with respect to all dates or timelines specified in this Agreement, absent the written agreement of the Parties altering or otherwise modifying such dates or timelines.

18.3. Force Majeure. Neither All-Phase nor the City shall be liable for failure to perform or delay in performance of any obligation resulting from any cause beyond the reasonable control of the Party affected (including, in the case of All-Phase, 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; delay or accident in shipping or transportation (collectively "Force Majeure"). However, under no circumstances shall this provision be construed so as to delay any required performance by a Party for a period of more than one (1) year from the initial required compliance date.

18.4. Compliance with Codes and Statutes. The Parties acknowledge that full compliance by All-Phase of all such codes, statutes and administrative code provisions is a material inducement for the City to enter into this Agreement. All-Phase shall fully comply with all current and future applicable codes, statutes, administrative code provisions of the City, County, State and federal government, including without limitation, Waupun Municipal Code Section 16.18, Performance Standards and Chapter 9, Public Nuisances. In addition, All-Phase shall follow all current and future lawful orders of any and all duly authorized employees and representatives of the City, County, State or federal government. However, to the extent that the terms, provisions and requirements of this Agreement are more restrictive than the requirements of any applicable code, statute or administrative code provision, then the terms of this Agreement shall be controlling.

18.5. No Waiver of Municipal Approval. All-Phase acknowledges and agrees that the terms, provisions and restrictions of this Agreement do not and shall not obligate the City of Waupun, or any committee, board or commission of the City, to grant approval of zoning, variance, use or other permit associated with the Project Development, nor shall this Agreement constitute a waiver of any fee or document submission associated with the approval process in this respect.

18.6. Abrogation and Greater Restriction. The terms of this Agreement are intended to supplement, not modify or replace any applicable federal, State, County or municipal code standard or requirement for real estate development, including without limitation the application of all State, County and municipal zoning, building or property use code provisions. All-Phase agrees to comply with the terms of this Agreement, even where such terms exceed or are supplemental to zoning, building or property use codes or other legal standards, requirements or restrictions.

18.7. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties and their permitted successors and assigns, and no other Party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

18.8. Governing Law and Venue. This Agreement will be construed and interpreted in accordance with the laws of State of Wisconsin without regard to its conflict of law rules. The exclusive venue of any action arising out of this Agreement shall be in the Circuit Court of Dodge County, Wisconsin.

18.9. Mutual Cooperation. Each of the Parties, at their own cost, agrees to execute and deliver such additional documents and take such other action as may be reasonably necessary or appropriate to carry out the terms, purposes and intent of this Agreement and to cooperate with the other Party in fulfilling all of their respective obligations under this Agreement.

18.10. Entire Agreement and Merger. This Agreement when executed by all Parties constitutes the entire agreement between the Parties with respect to this subject matter, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, understanding or negotiation that may have existed between the Parties. The Parties agree that they are mutually responsible for the drafting of this Agreement.

18.11. Relationship of Parties. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the City and All-Phase, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. The City and All-Phase shall not have any right, power, or authority to enter any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party, except as expressly provided in this Agreement.

18.12. Interpretation. Each Party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that

ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The terms of this Agreement shall be liberally construed to promote the public purposes, plans and objectives identified in the District Plan, to protect the environment and the health and safety of Waupun community residents, to maintain a community that is free from objectionable environmental emissions.

18.13. 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.

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

18.15. Written Notice. Any notice or other communication to be given in connection with this Agreement shall be in writing. If any communication is personally delivered, then the delivery date shall be the date on which the recipient actually receives the communication. Any communication transmitted by mail shall be made by registered mail or courier services, and shall be delivered to the last-known address provided to the other Party in writing.

The initial recipient and address for each Party are as follows:

ATTN: City Administrator
City of Waupun
201 Main Street
Waupun, WI 53963

ATTN: William Wendlandt
All-Phase HVAC LLC
927 Newton Avenue
Waupun, WI 53963

18.16. Calculation of Time. In computing any period of time in this Agreement, reference to “day” or “days” shall mean calendar days, except 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. The day any notice is issued shall not be included in calculating the number of days required for performance.

18.17. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. However, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

18.18. Binding Effect. These terms shall bind each of the Parties, all subsequent owners and those claiming under them, as well as their legal or equitable successors in interest.

18.19. Agreement to Run with Land. This Agreement shall operate as a covenant running with the real estate, and all rights and obligations provided here, including without limitation the special assessment waiver and consent identified above, shall run with the real estate, and each and every parcel that may be subject to division. This Agreement imposes certain obligations, liabilities and restrictions on the owners of all or any portion of the Real Estate, including without limitation, the obligation to pay certain amounts to the City as specified above. The City may

record this Agreement or notice of this Agreement with the County Register of Deeds to provide public notice of these terms.

18.20. Execution in Counterparts. This Agreement may be executed in two or more counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties agree that signatures transmitted by facsimile or electronic mail shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and they waive any defenses to the enforcement of the terms of this Agreement based on these forms of signature.

[Signature Pages and Exhibits Follow]

Dated this ____ day of _____, 2022.

City of Waupun

By: _____
Rohn Bishop
Mayor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
FOND DU LAC COUNTY)

Personally appeared before me this day and year above written, Rohn Bishop, as Mayor of the City of Waupun, to me known to be the person who executed this Agreement and acknowledged the same.

Daniel L. Vande Zande
Notary Public, Wisconsin
My Commission is permanent

Dated this ____ day of _____, 2022.

All-Phase HVAC LLC

By: _____
William D. Wendlandt
Authorized Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
FOND DU LAC COUNTY)

Personally appeared before me this day and year above written, William D. Wendlandt, as authorized Member of All-Phase HVAC LLC, a Wisconsin limited liability company, to me know to be the person who executed this Agreement and acknowledged the same.

Daniel L. Vande Zande
Notary Public, Wisconsin
My Commission is permanent.

This Developer Agreement was drafted by Attorney Daniel L. Vande Zande

LIST OF EXHIBITS

1. Exhibit A: Real Estate Description
2. Exhibit B: Preliminary Site Plan

EXHIBIT “A”

DEVELOPER AGREEMENT REAL ESTATE DESCRIPTION

Lot 6 of the Heritage Ridge **[Insert correct description here]**

Tax Parcel Number: 292-1315-0933-003



AGENDA SUMMARY SHEET

MEETING DATE: June 28, 2022

TITLE: All Phase HVAC, LLC Offer to Purchase Agreement

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Community & Economic Vitality	\$50,000 land sale price Cost to install stormwater pond/infrastructure Expand tax valuation (MG \$600,000) Jobs	

ISSUE SUMMARY

An offer to purchase Lot 6 of Heritage Ridge is included with this packet in accordance with the Developer Agreement terms presented with All Phase HVAC, LLC.

STAFF RECCOMENDATION:

Approve the Purchase Contract as presented

ATTACHMENTS:

All Phase HVAC, LLC Offer to Purchase

RECCOMENDED MOTION:

Motion to approve the Offer to Purchase for Lot 6 in the Heritage Ridge Business Park for \$50,000 as presented and in accordance with an approved Developer Agreement between the City of Waupun and All Phase HVAC, LLC.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** June 20, 2022 **[DATE] IS** ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM)~~ ~~(AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, All-Phase HVAC LLC, a Wisconsin limited liability company
4 offers to purchase the Property known as Lot Six (6), Heritage Ridge (Dodge PIN 292-1315-0933-003)

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Waupun
8 County of Dodge Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Fifty Thousand and 00/100
10 Dollars (\$ 50,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None. This property is
13 vacant land

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

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: None

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

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

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

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before June 30, 2022

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

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

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

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

36 **CLOSING** This transaction is to be closed on July 31, 2022, but no later than ten (10) days after removal of all contingencies to this offer.

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ none accompanies this Offer.

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

47 ■ EARNEST MONEY of \$ none will be mailed, or commercially, electronically
48 or personally delivered within n/a days ("5" if left blank) after acceptance.

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

50 n/a) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated n/a, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and n/a. The Buyer agrees to accept the real estate in an "as is" and "where is" condition. The Buyer waives the right to receive a condition report
99 with respect to the real estate.

101 “Conditions Affecting the Property or Transaction” are defined to include:

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

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

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

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

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

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

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

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

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

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

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

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

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

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

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 10 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: constructing facilities as more specifically described in the
252 Developer Agreement which is attached and incorporated as Addendum "C" to this Offer

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

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

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

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

266 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____.

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

271 ☒ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: as specified in the Developer's Agreement attached and incorporated as Addendum "C" to this Offer
274 _____.

275 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;

278 ☐ water _____; ☐ telephone _____; ☐ cable _____;

279 ☐ other _____.

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

282 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

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

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

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

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

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

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

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

(1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

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

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

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

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

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

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

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

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

435 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

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

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

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

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

448 (3) Any of the following checked below:

449 ☐ Proof of bridge loan financing.

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

452 Other: _____

453

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

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

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

466 ☐ **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and none other. This property is owned by the City, and is not currently subject to real estate tax _____.

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

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

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

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

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

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

478 ☐

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

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

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

TITLE EVIDENCE

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

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

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

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

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

■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 10 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have 10 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

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

■ **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are none. This property is not currently under lease

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

DEFINITIONS

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

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

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

Name of Seller's recipient for delivery, if any: Attorney Daniel L. Vande Zande

Name of Buyer's recipient for delivery, if any: William Wendlandt

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

Seller: (920) 324-2968

Buyer: ()

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

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

Address for Seller: 408 E. Main Street, PO Box 430, Waupun, WI 53963

Address for Buyer: 927 Newton Avenue, Waupun, WI 53963

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

Email Address for Seller: dan@vklaw.us

Email Address for Buyer:

PERSONAL DELIVERY/ACTUAL RECEIPT

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

☒ **ADDENDA**: The attached Addenda "A," "B," and "C" is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Attorney Daniel L. Vande Zande

☒ All-Phase HVAC LLC

Buyer's Signature ▲ Print Name Here ► William Wendlandt, authorized member

Date ▲

☒

Buyer's Signature ▲ Print Name Here ►

Date ▲

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

☒ City of Waupun, a Wisconsin municipal corporation

Seller's Signature ▲ Print Name Here ► Katharine Schlieve, City Administrator and authorized agent

Date ▲

☒

Seller's Signature ▲ Print Name Here ►

Date ▲

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

on at a.m./p.m.

This Offer is rejected This Offer is countered [See attached counter]

Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

LIST OF OFFER ADDENDA

1. Addendum A: Additional Terms of Offer to Purchase
2. Addendum B: Heritage Ridge Development Park Restrictive Covenants
3. Addendum C Proposed Developer Agreement

**ADDENDUM "A" TO
VACANT LAND OFFER TO PURCHASE**

The Vacant Land Offer to Purchase ("the Offer") between the City of Waupun, a Wisconsin municipal corporation ("the Seller") and All-Phase HVAC LLC, a Wisconsin limited liability company ("the Buyer") is subject to the following additional terms:

1. Heritage Ridge Restrictive Covenants. The Buyer acknowledges that the real estate is subject to the Declaration of Restrictive Covenants to the Heritage Ridge Development Park, an accurate copy of which is attached and incorporated as Addendum "B" to this Offer.

2. Contingent on Common Council Approval. This transaction is contingent on the approval of these terms by the Waupun Common Council within ten (10) days of the acceptance date of this Offer. The Buyer acknowledges that the Waupun City Administrator, in executing this Offer on behalf of the City of Waupun, does not have legal authority to bind the City of Waupun to these terms, and the parties have executed this Offer as a means of properly placing this Offer before the Waupun Common Council for consideration. No representation or warranty has been made to the Buyer concerning approval of this Offer by the Waupun Common Council. If this contingency is not timely met, then this Offer shall be void.

3. Zoning, Variance and Other Permit Approval. The Buyer acknowledges and agrees that the creation of a binding Offer on these terms does not and shall not obligate the City of Waupun, or any committee, board or commission of the City of Waupun, to grant approval of zoning, variance, use or other permit associated with the Buyer's proposed use and development of this real estate, nor shall it constitute a waiver of any

fee or document submission associated with the approval process in this respect. Any provision to the contrary contained in the Offer or otherwise is eliminated in its entirety.

4. Property Condition Disclosures; Waiver of Warranties and Representations.

The Buyer waives the right to receive a property condition report with respect to the real estate subject to this transaction.

5. "As Is" Purchase. The Buyer acknowledges being given a reasonable opportunity during the due diligence period to inspect and investigate the real estate and all improvements, either independently or through agents of the Buyer's choosing, and that in purchasing the property, the Buyer is not relying on any statements, representations, implied or express warranties or other information, whether written or otherwise, provided by any Seller or agent of any Seller and not specifically contained in the Offer with respect to the condition of the real estate and any improvements, including without limitation, soils, geology, lot size, acreage, radon, asbestos or other hazardous substances or whether the real estate conforms to local ordinance or regulations, including zoning or suitability of the real estate pertaining to any municipal, county, State and/or Federal statutes, codes or ordinances. On closing, the Buyer agrees to accept the real estate without representation or warranty of any kind or nature from the Seller and in an "as is" and "where is" condition, based solely on the Buyer's own inspection and exercise of due diligence.

6. Developer Agreement. This transaction is contingent on the Seller and Buyer executing, at the time of sale closing, a Developer Agreement in the form attached and incorporated as Addendum "C" to this Offer. The Developer Agreement shall be recorded with the Dodge County Register of Deeds immediately following the recording of the

warranty deed transferring title to the real estate to the Buyer.

7. Terms of Approval. This offer may be executed by the parties in one or more identical counterparts, which shall collectively constitute their complete agreement when properly executed in identical form by all parties. For this purpose, a signature transmitted by facsimile or electronic mail shall be deemed an original signature.

Offer Addendum "B"

14

DOCUMENT # 1249497

Office of Register of Deeds
Dodge County, Wisconsin
RECEIVED FOR RECORD

DECLARATION OF COVENANTS FOR
THE HERITAGE RIDGE DEVELOPMENT PARK

May 03, 2017 3:30 PM

CHRIS PLANASCH - Registrar
Fee Amount: \$30.00
of Pages 14



Document Number:

Return Address: Vande Zande & Kaufman, LLP
Post Office Box 430
Waupun, WI 53963
(920) 324-2951
dan@vklaw.us

Parcel ID Number: See attached Exhibit "A"

THIS DECLARATION is made by the City of Waupun, a Wisconsin municipal corporation ("the City") to establish covenants for the Heritage Ridge Development Park in the City of Waupun.

The City owns parcels of real estate located within the Heritage Ridge Development Park ("the Development Park") as described in Article One of this declaration.

The City desires to subject the Development Park to certain conditions, covenants, restrictions, reservations and easements for the purposes set forth below.

The City further desires to retain the general supervision, administration and enforcement of these covenants, as such need may arise while these covenants remain in operation.

THEREFORE, in consideration of the factors set forth above, the City declares that the real estate identified in Article One below shall be held, transferred, sold, conveyed and occupied, subject to the following conditions, covenants, restrictions, reservations and easements.

059

ARTICLE ONE
DESCRIPTION, PURPOSE AND DEFINITIONS

A. Real Estate Description. The restrictions, covenants, reservations and easements set forth in this declaration shall apply to real estate described on the attached Exhibit "A" to this declaration, and to any part or division thereof, all of which is located in the City of Waupun, Dodge County, Wisconsin. The real estate identified on the attached Exhibit "A" may be referred to in this declaration as "the real estate" or "the Development Park."

B. Declaration of Purpose. The purpose of these covenants is to ensure use of the Development Park for attractive commercial purposes only, to prevent nuisances and any impairment of the value and attractiveness of the real estate, and to maintain the desired quality of the Development Park. In so doing, the City seeks to secure the full use, benefit and enjoyment of the Development Park by each owner to the greatest extent possible, while maintaining appropriate consideration for neighboring owners and the Waupun community as a whole. The standards and requirements contained in these covenants shall be liberally construed to give effect to this purpose.

C. Definitions. The following definitions shall apply with respect to these covenants:

1. "Development Park" shall mean the real estate which is more particularly described on the attached Exhibit "A" to these declarations, and to any part or division thereof.

2. "City" shall mean the City of Waupun, acting by and through its Common Council, or its City Administrator or his or her designee, or any

committee, commission, agency or subunit that is duly authorized by the Common Council to act on behalf of the City of Waupun.

3. "Design Plans" shall mean written documentation or drawings describing and illustrating in detail the design of all buildings and other improvements, including without limitation building site plans, landscaping plans and architectural drawings and specifications.

4. "Exterior Storage Area" shall mean any area on a site that is set aside for temporary or permanent storage of products or materials used in connection with the business operations conducted on site, or for the temporary storage of trash and recyclables prior to disposal.

5. "Fence" shall have the same definition as that used in the Zoning Code that pertains to fences in an industrial zone.

6. "Frontage" shall mean all of the real estate abutting on one side of a street or road, or all of the real estate between two intersecting streets or roads.

7. "Improvement" shall mean any structure, or any parking or loading areas, fences, walls, landscaping, hedges, lawns or mass plantings located above ground on the real estate.

8. "Open space" shall mean that portion of any site or building area that is not improved by the placement of a structure, parking or loading area, driveway, walkway or exterior storage area.

9. "Site or Building Area" shall mean any lot, area, tract or parcel of land in the Development Park on which a structure has been or may be

erected in conformance with the standards, requirements and restrictions contained in these covenants.

10. "Structure" shall have the same definition as that used in the City of Waupun Zoning Code. Unless otherwise indicated in these covenants, the term "structure" shall include, without limitation, any "accessory building or structure" as that term is defined in the Zoning Code.

11. "Zoning Code" shall mean the City of Waupun Zoning Code currently codified as Chapter 16 of the Waupun Municipal Code, including any amendments or alterations to such Code provisions after the date of these Restrictive Covenants.

ARTICLE TWO CONSTRUCTION AND DEVELOPMENT REQUIREMENTS

The following construction and development standards and requirements shall apply to the Development Park:

A. Division of Real Estate. The division of any lot, area, or tract of land within the Waupun Development Park for any purpose, whether immediate or future for conveyance, transfer, improvement or sale shall comply with the City's subdivision ordinance.

B. Building Frontage and Setback. Each site shall contain a minimum frontage of one hundred feet (100'). No structure shall at any time be erected on any site within twenty-five feet (25') of any abutting street or road right-of-way, within fifteen feet (15') from any boundary lines of such site that do not abut a street or road right of way, or within ten feet (10') of any railroad right of way.

C. Construction Design, Materials and Appearance. The following standards and requirements shall apply with respect to any structure or other improvement constructed or otherwise located on any site:

1. All structures and other improvements shall be designed and constructed in conformance with all applicable building and other State, County and municipal codes. In addition, all structures and other improvements shall be designed, constructed and used so as to present appropriate and visual aesthetics consistent with these covenants as determined by the City in its sole discretion.

2. At least twenty-five percent (25%) of that side or sides of any principal structure fronting any street shall be faced with decorative concrete, brick, masonry, or stone that extends across the full front side of the building. This requirement shall not apply to any accessory structure. All other sides of any structure shall be finished in an attractive manner, but need not be finished in a like manner as that portion or portions of the principal structure fronting any street.

3. An accessory structure shall only be constructed in the rear yard of the principal structure.

4. No docking, loading or exterior storage area shall be located on any building site that abuts a street right of way in the Development Park, unless a structure on that site or other improvement approved by the City completely screens or obstructs such docking, loading or exterior storage

area from highway view. Opaque screening such as evergreen plant material is acceptable. A chain link fence is not acceptable.

5. Yard hydrants or wall hydrants, where required by state or municipal codes, shall be required to be placed as directed by the Waupun Fire Department at the owner's expense.

6. All parking and loading areas shall comply with the Waupun Zoning Code. Driveways and exterior storage areas shall be paved with hot-mixed asphalt or Portland cement concrete. All walkways shall be constructed of Portland cement concrete.

D. Signs. No signs shall be permitted on a building site other than signs which advertise the product or business of the owner or occupant, or which describe the name of the owner or occupant. No signs shall be permitted which extend above the elevation of the roof line of the closest building to the sign on the site. Signs shall not contain any flashing lights or moving parts. Ground signs shall not exceed six feet (6') in height. Design plans for all signs shall be approved by the City prior to installation. These restrictions shall not apply to temporary signs advertising the real estate for sale or rent.

E. Landscaping. The open space on any site shall be attractively landscaped with lawns, trees, shrubs or similar plantings. All landscaped areas shall be properly maintained in a well-kept condition, as determined in the discretion of the City.

F. Design Plan Approval. No structure or other improvement shall be constructed, erected, placed or altered on any building site until design plans shall have been approved in writing by the City in its discretion.

ARTICLE THREE OCCUPANCY AND USE REQUIREMENTS

The following occupancy and use standards and requirements shall apply to the Development Park:

A. Construction and Occupancy Timelines. Each purchaser shall complete all construction and occupy and use the building site in accordance with City approved design plans within eighteen (18) months after purchase unless within this time a written extension is granted by the City in its discretion. The paving of all parking and loading areas, driveways, walkways and exterior storage areas shall be completed within this same time period, unless prior written extension not to exceed twelve (12) months is granted by the City in its discretion. If the purchaser fails to substantially complete construction within these timelines, the City shall have the option to immediately repurchase the real estate at a price equal to that paid by the purchaser, or seek such other enforcement as may be permitted by law or equity.

B. Permitted Uses. Building sites may be occupied and used for the following permitted purposes only, together with any incidental uses: gas stations, truck stop travel plazas; convenience stores; retail and specialty food or bakery stores; hotels and motels; florists; taverns and restaurants; banks and financial service or brokerage offices; professional, business and trade offices and stores; hardware stores; and pharmacies. The City may from time to time designate other permitted uses, whether temporary or permanent, provided that such approval is giving in writing by the Waupun Common Council or its designee. In addition, any occupancy and use is only permitted where it is also in compliance with the Waupun Zoning Code. No occupancy or use shall be

permitted for storage rental units or where the primary business use is for on-site storage, without the prior written approval of the Waupun Common Council.

C. Prohibition of Adult-Oriented Business Use. Notwithstanding any other provision identified in these Covenants, no building site may be occupied or used for any adult-oriented business that meets any of the following conditions, whether temporarily or permanently, and all such use or occupancy shall be expressly prohibited:

1. The area or areas devoted to the display or sale of sexually oriented material or merchandise, characterized by an emphasis on specified sexual activity or specified anatomical parts, exceeds five percent (5%) of the total display area of the business, and is presented in an open display not shielded from view; or

2. The business presents any type of theater or live entertainment or cabaret characterized by an emphasis on specified sexual activity or specified anatomical parts, or performers, models or employees appearing in public dressed only in lingerie; or

3. More than five percent (5%) of the annual gross receipts (as defined by Section 993(f) of the Internal Revenue Code as amended) of the business are derived from the sale, trade, rental, display or presentation of services, products, sexually oriented material or merchandise, or entertainment which are characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas; or

4. The business maintains signs, billboards or other advertising media on the exterior of the premises that advertises entertainment or the sale of material

characterized by an emphasis on specified sexual activity or specified anatomical parts.

D. Exterior Storage. Materials and products to be stored outside of any structure shall be kept exclusively within an exterior storage area constructed in compliance with the building setback lines and in the rear yard of the site, as determined in relation to the building site frontage. Exterior storage areas shall be screened from view from all site boundaries with a solid fence or such other opaque screening as may be approved by the City in its discretion. All fences or other screening shall be kept in good repair and appearance as determined by the City in its discretion.

E. Garbage, Dumping and Burning. No building site shall be used or maintained as a dumping ground for refuse or debris of any kind. All trash, recyclable materials and debris shall be stored within an exterior storage area and only on a temporary basis pending disposal. Exterior storage areas used for the storage of trash shall be screened from view from all site boundaries with a solid fence or such other opaque screening as may be approved by the City in its discretion. The height of stored material or trash shall not exceed the height of the fence. No open burning shall be conducted on any site.

F. Sound Restrictions. No activity or operation shall exceed the maximum sound level permitted under the Waupun Zoning Code. This restriction shall not apply to noise resulting from temporary construction or maintenance, emergency, safety or warning devices, or noise that is not under control of the building site owner, or those acting under the owner.

G. Odor. No operation or activity shall emit any substance or combination of substances in such quantities that create an objectionable odor as defined in Section NR 429.03 of the Wisconsin Administrative Code, or any successor provision of this Code.

H. Particulate Matter. No operation or activity shall emit any particulate matter into the ambient air that exceeds the limitations as established in Chapter NR 436 of the Wisconsin Administrative Code, or any successor provision of this Code.

I. Air Emissions. No operation or activity shall emit into the ambient air from any direct or portable source any matter that will affect visibility in excess of the limitations established in Chapter NR 431 of the Wisconsin Administrative Code, or any successor provision of this Code.

J. Hazardous Substances. No operation or activity shall emit any hazardous substance in such quantity, concentration or duration as to be injurious to human health or property, all in accordance with the limitations established in Chapter NR 445 of the Wisconsin Administrative Code, or any successor provision of this Code.

K. Parking and Loading. No Street in the Development Park shall be used for on-street parking or loading.

L. Underground Utilities. All utilities within a site shall be underground, including without limitation, electricity, telephone, gas, cable, and water and sewer service. Electric lines exceeding 12,000 volts shall only be installed by the Waupun Utilities, and the location of such lines shall be approved by the Waupun Utility Commission or its designee prior to installation.

**ARTICLE FOUR
ENFORCEMENT, MODIFICATION AND TERMINATION**

A. Enforcement. The City of Waupun shall remain a party in interest for the purpose of enforcing these covenants so long as they remain in force, notwithstanding any subsequent conveyance of all or any portion of this real estate to third parties. However, no violation or breach of any covenant, condition, restriction or other term or provision of these covenants shall under any circumstances cause a reversion of title, except as otherwise specifically provided in these covenants. The City of Waupun may enforce these restrictions through any proceedings at law or in equity and against any persons violating or threatening to violate such restrictions, and may recover any damages suffered for any such violation, together with its actual costs, expenses and reasonable attorney's fees with respect to such enforcement. In addition, the City in its discretion may assign its rights of enforcement with respect to any violation to any third party.

B. Modification. The City is empowered to authorize temporary or permanent exceptions to these covenants in special cases on written application of any building site owner or occupant, provided such exceptions conform to the intent of these covenants and are in conformance with the Waupun Zoning Code. No permanent exception shall be effective until written notice thereof is recorded with the Dodge County Register of Deeds. The covenants, agreements, conditions, reservations and restrictions created here may not be waived, terminated or modified except as provided in this subsection.

ARTICLE FIVE
GENERAL PROVISIONS

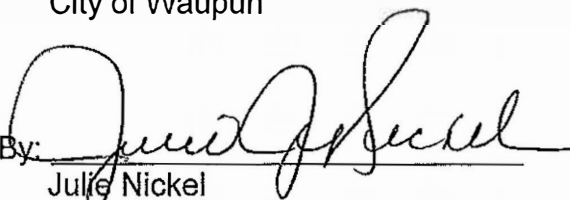
A. Abrogation and Greater Restrictions. These covenants are not intended to repeal, abrogate, annul, impair, or interfere with any ordinances, rules, regulations, or permit requirements adopted or issued pursuant to any federal, state or municipal law. However, it is understood and intended that these covenants may impose restrictions that are greater than those provided by any federal, state or municipal law, and where this occurs, the greater restriction shall apply.

B. Partial Invalidity. If any covenant, condition or restriction contained here, or any portion thereof, is found to be invalid or void, such invalidity shall in no way affect any other covenant, condition or restriction contained in these protective covenants.

C. Binding Effect. All rights and obligations provided here shall run with all real estate subject to these covenants, and each and every parcel thereof as may be subject to division, and such rights and obligations shall inure to the benefit of and bind all subsequent owners and those claiming under them, as well as their successors in interest. The City shall record this declaration with the Dodge County Register of Deeds to provide public notice of these terms and provisions.

Dated this 28th day of April, 2017.

City of Waupun

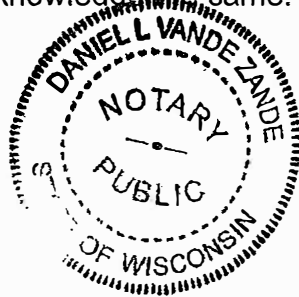
By: 
Julie Nickel
Mayor

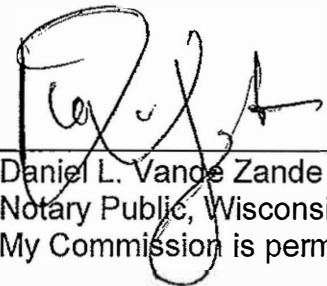
070

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF DODGE)

Personally appeared before me this day and year above written, Julie Nickel, as Mayor of the City of Waupun, to me know to be the person who executed the foregoing instrument and acknowledge the same.





Daniel L. Vande Zande
Notary Public, Wisconsin
My Commission is permanent

These covenants were drafted by Attorney Daniel L. Vande Zande.

EXHIBIT "A"

DEVELOPMENT PARK PROPERTY DESCRIPTION

Lots One (1) through Nine (9) and Outlots 1 and 2, Heritage Ridge, being part of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 13 North of Range 15 East, City of Waupun, Dodge County, Wisconsin.

Tax Parcel Numbers: 292-1315-0932-028; 292-1315-0932-029; 292-1315-0932-030;
292-1315-0932-031; 292-1315-0932-032; 292-1315-0932-033;
292-1315-0932-034; 292-1315-0933-002; 292-1315-0933-003;
292-1315-0933-004; 292-1315-0933-007;

ALSO, Lots One (1) and Two (2) of Certified Survey Map No. 7168 as recorded in Volume 49 of Certified Survey Maps at page 200 as Document No. 1249234, being a resurvey of Lots 10 and 11 of Heritage Ridge, being part of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 13 North of Range 15 East, City of Waupun, Dodge County, Wisconsin.

Tax Parcel Numbers: 292-1315-0933-005; 292-1315-0933-006



AGENDA SUMMARY SHEET

MEETING DATE: June 28, 2022

TITLE: 2022 Goal Progress Updates and Reporting Format

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	--	

ISSUE SUMMARY

Staff will review progress updates on 2022 goals. The attached worksheet highlights the four goal areas and provides status updates on the various objectives our team has been focused on. Green indicates work is on track, yellow means that things are progressing but we are experiencing delays, and red indicates work is either on hold or delayed. Many of the delays as noted are tied to staff vacancies or the need to seek clarity through policy-level conversations with the Council.

Additionally, monthly staff spends a significant amount of time compiling reports. As you know, report formats are varied by department and many contain a level of detail that you may or may not find of value. The attached report is a sample of a report that I am proposing we move toward to simplify the reporting process and to help you focus on the most important aspects of our work as approved during the budget process. As you know, Mayor Bishop is requesting that Dept Heads provide a monthly update/report out at the Council Business Meeting. That change will occur at the July 12th business meeting. With that change, I am proposing we shift our reporting format to a quarterly update similar to the report attached. In addition, there may be key performance indicators that you find valuable that could be reported on monthly. In addition, when something of significance occurs, we would send an email (or phone if critical) to inform you of an occurrence. I am seeking feedback from you on the following discussion points to determine ways to streamline reporting:

1. What information in the currently monthly reports do you find most valuable?
2. Is there information missing from monthly reports that you would like to see included?
3. Knowing you will receive a verbal update monthly, are you open to moving to written updates quarterly in the attached format (or with proposed modifications)?

STAFF RECCOMENDATION:

ATTACHMENTS:

2022 Midyear Goal Updates

RECOMMENDED MOTION:

2022 STRATEGIC PLAN

MidYear Update (6/28/22)

STRATEGY 1. SUSTAINABLE INFRASTRUCTURE				
PRIORITY	OBJECTIVE	TACTIC	LEADER	STATUS
1A	Identify a sustainable funding strategies for street maintenance that supports annual road improvement targets of 2 miles per year.	Seek funding to support road improvement targets.	Daane/Kast	Completing final phase Madison St reconstruction (WI-DOT Grant \$1.2M) Obtained state grant funding for Phase 2 of Rock/Newton. (\$400K) Applied to BIL Grant for 2026 projects (Roosevelt, N Grove, Park ~\$1M) Submitted for Shaler for Dodge County ARPA Request (pending)
		Finalize deployment strategy on Transportation Utility to fund major reconstruction projects and present to council for action.	Daane/Vacant/Schlieve	On Hold pending further direction/staffing of vacant position
		Develop a strategy to increase mill & overlay work to reduce overall maintenance costs and extend street life in the community.	Daane	Increased Mill and Overlay \$50K per year / long-range plan looks to do less reconstruction. Coordinating with Waupun Utilities based on infrastructure needs of each street.
		Leverage TIDS where possible to support infrastructure needs.	Schlieve/ Kast / Daane	Leveraged TIDS 3 and 8 to support land acquisition for industrial expansion. Creation of TID 9 underway - examining needs of industrial park.
1B	Implement a stormwater plan that meets MS4 permit requirements.	Work with WIDNR to define standards of current and future permit cycles.	Daane	Complete. Reached agreement and implemented plan to extend pond schedule with WI-DNR/MS4 permit.
		Ensure CIP includes capital to support storm water improvement funding.	Daane/Kast	In process to acquire property for Monroe St Pond Need to negotiate for additional land to support pond schedule. New TID Creation contributes to Clagget Pond.
		Seek ARPA funds where available to support infrastructure improvements.	Schlieve/Vacant/Team	In process review; Ideas submitted for use of City ARPA.; Submitted infrastructure requests to Dodge County.
		Assess stormwater rates annually to ensure ability of utility to cover costs.	Kast	To be completed as part of annual budget process. Focus needs to shift to ensuring funding to support long-term maintenances of constructed ponds.
		Leverage TIDS where possible to support infrastructure needs.	Schlieve/Kast/Daane	Creation of TID 9 underway with planned contribution to Clagget pond.
1C	Develop a facility master plan and coordinate improvements to each facility in accordance with available funding.	Work with architect to develop a plan for each facility based on level of priority.	Daane/Team	Obtained Neighborhood Investment Fund Grant - Senior Center (\$5M) Work in process on Public Safety Building Space Needs Preliminary assessment of City Hall underway - need Council level discussion on master facility plan priorities.
		Participate in referendum planning to support the needs of facility based on level of priority.	Schlieve/Team	HOLD Need to determine level of priority at Council level
		Seek ARPA funds where available to support infrastructure improvements.	Schlieve/Vacant/Team	Obtained NIF Grant - Senior Center Obtained Healthcare Infrastructure Grant - EMR capital and operations
		Continue to support ADA improvements in facilities, parks, and public spaces.	Daane	Medema Fields ADA upgrades in process. (complete in 2022); McCune for 2023. Future needs for ADA accessibility increase with desire to add inclusive playground and other needs. Fundraising not started.
1D	Focus on ensuring strong implementation of city planning documents.	Reduce utilization of outside consultants where possible to conserve costs.	Schlieve/Vacant	HOLD - Lost Planning role.
		Increase accountability on implementation of City's Comprehensive Plan.	Vacant	Planning documents used to source ARPA grants successfully. Otherwise HOLD - Lost Planning role.
		Update Outdoor Recreation Plan set to expire in 2022.	Vacant	HOLD - Lost Planning role. Move to 2023 project
		Support other planning needs across the community.	Vacant	HOLD - Lost Planning role.

STRATEGY 2. PUBLIC SAFETY				
PRIORITY	OBJECTIVE	TACTIC	LEADER	STATUS
2A	Implement a plan that increases reliability of emergency response services in the community.	Start-up EMR program by October 1 and within approved budget.	DeMaa	EMR Program brought online February 2022 Seeing low daytime response levels, impacting full-time staffing Healthcare Infrastructure Grant (ARPA) will reimburse training
		Add an EMR response vehicle.	DeMaa	Response vehicle acquired/operational Securing lease space to house vehicle Healthcare Infrastructure Grant (ARPA) will reimburse this expense
		Establish backup ambulance capabilities to mitigate service failures be experienced as call volume rises.	DeMaa	Next level planning underway; targeting EMS Flex grant as possible funding solution; need to evaluate staffing models and expand EMR pool. Healthcare Infrastructure Grant will support EMR training.
		Secure a solution for the development and management of policies and procedures on an ongoing basis by EOY 2021.	DeMaa	Lexipol implemented; Working through policy review and implementation
		Conclude fire consolidation discussions with townships and define a long-term strategy for cost containment by Q1 of 2022.	DeMaa / Vacant	HOLD - Director of Finance vacancy needs to be filled to resume
		Deploy Body-Cameras with PD.	Louden	Working through technology challenges.
2B	Develop and implement a recruitment and retention plan.	Develop and implement recruitment and retention plan for police dept	Louden	Deployed retention plan to slow turnover; Preliminary research completed; formal plan needs to be finalized and implemented
		Police negotiations	Louden/Schlieve	Reached tentative agreement on multi-year contract, pending ratification by union and approval of council
		Complete staffing and compensation assessment of WI combination fire departments by EOY and establish appropriate staffing model by Q1 of 2022.	DeMaa	Data gathered; Policy analysis needs to be completed to assess alternative staffing structures. Vacant position will impact completion.
2C	Restore training programs to expand emergency response capabilities.	Participate in EMI public safety training with Dodge County in Q2 2022.	DeMaa	EMI Training Completed; Staff debrief Completed. Determined need for taskforce to outline process improvements in response to findings.
		Reinstate Police Dept training program.	Louden	Canine position reinstated; training program slowly being restored as patrol staffing levels normalize.

STRATEGY 3. HIGH-PERFORMANCE GOVERNMENT				
PRIORITY	OBJECTIVE	TACTIC	LEADER	STATUS
3A	Develop and implement a talent recruitment and attraction plan.	Develop and implement recruitment and retention plan for police dept	Louden/Schlieve/Hull	Preliminary research completed; formal plan needs to be implemented
		Complete staffing and compensation assessment of WI combination fire departments by EOY and establish appropriate staffing model by Q1 of 2022.	DeMaa	Data gathered; Policy Analysis needs to be completed along with a business plan to move the department towards a model that meets current and future needs.
		Introduce Neogov, including online job application tool with tracking and onboarding.	Hull	HOLD - due to staff absences and additional election; will resume if time permits in 2022
3B	Take steps to position city as employer of choice.	Reinstate insurance advisory taskforce to support negotiation of new three-year contract with insurance provider.	Schlieve/Team	In Process with goal of finalizing negotiations on a multi-year agreement in Q3 of 2022. Anticipate health insurance to be a cost driver for 23 budget.
		Devise strategy to update handbook and policies.	Hull / Team	In Process - reviewing individual policies for council review
3C	Work with supervisors to identify and address training needs.	Work with department heads on creation of a succession plan.	Schlieve	Dept Head goals are established; training option identified
		Increase safety training for all staff.	Daane/Team	Staff capacity is an issue; However, utilizing more CVMIC video resources to conduct on-demand training. Consider adding intern for 2023 to support.
		Technology and Cybersecurity Updates.	IT Partner	IT Partner needs to be selected; Cybersecurity measures must dramatically increase for 2023 to ensure insurance coverage.
		Support continuous improvement initiatives.	Vacant	HOLD

3D	Develop a strong financial management plan that ensures affordability and sustainability.	Research and support creation of alternative funding strategies.	Schlieve/Vacant		HOLD - Transportation Utility report delivered to council; next steps include public information sessions (if Council maintains as priority)
		No audit findings for year-ending 12/31/2021.	Kast		Complete with no audit findings
		Maintain bond rating during Fall 2021 debt issuance/refunding.	Kast		Strong A1 Bond rating maintained during refunding. Introduced alternative financing solutions to free cash for land acquisition near industrial park.
		Completion/substantial completion of long-range financial plan by 6.30.2022	Vacant		HOLD Due to Finance Director vacancy; exploring interim solution with Ehlers
		Establish a formal grant process with special emphasis on pursuit and management of ARPA funding aligned with community need.	Schlieve/Vacant		Grants (Streets, Senior Center, EMR, Downtown Revitalization) secured; work in process on grant management policy
		Actively pursue cost containment initiatives.	Schlieve/Vacant		HOLD Due to Finance Director vacancy
3E	Actively pursue cost containment opportunities.	Reinstate insurance advisory taskforce to support negotiation of new three-year contract with insurance provider.	Schlieve		In process
		Expand online payments.	Kast		HOLD Due to Finance Director vacancy
		Improve AP process.	Kast		Completed; Need to upgrade server to optimize system performance
3F	Representation & General Government Operations	Redistricting	Hull		Complete.
		Elections (Feb, Apr, Extra - June, Aug, Nov)	Hull		Successfully completed three elections; on target for balance of year.
		Tax Collection (interim valuation; open book; etc.)	Hull		On schedule

STRATEGY 4. COMMUNITY & ECONOMIC VITALITY					
PRIORITY	OBJECTIVE	TACTIC	LEADER		STATUS
4A	Strengthen and diversify the local economy.	Implement an annual BRE plan to foster stronger business retention.	Schlieve / Vacant		In process. Need to establish a contact management system to track visits. Workforce is common problem.
		Focus resources to expand industrial park (target sectors).	Schlieve / Vacant		Completed deal with United Cooperative in agribusiness sector. Acquired land to create new entrance point to park. Work underway to create new TID to support development. EDA Grant submitted to support infrastructure expansion.
		Complete WI-DOT Investigative Review to gain STH 26 access.	Schlieve / Daane		Completed. Preliminary proposal confirmed intersection design. Engineering work on streets / infrastructure will need to be completed in 2022 to gain road opening permits.
		Strengthen entrepreneurship resources to support business startups.	Schlieve / Vacant		Assisted Envision Greater Fond du Lac with hiring of Director of Entrepreneurial Development. Engaged that resource in business planning for a number of new start ups. Worked with start ups to obtain Main Street Bounceback Grants.
4B	Strengthen partnerships to support development.	Support community partnerships and career path development with K12 and post-secondary schools.	Dept Heads		Fire Dept implemented an intern program with school systems. Discussions held on criminal justice career pathways.
		Invest resources in regional partners aligned with needs of city.	Schlieve		Significant work to expand partnership with Envision; Envision and Chamber have now formed partnership. Work underway with businesses focused on improving tourism experience.
		Seek ARPA funds where available to support infrastructure improvements.	Schlieve		Request to Dodge County for ARPA Consideration on childcare, Shaler Dr Extension and Wilson Dr/Shaler industrial park expansion. Pending Results. Identified opportunity and will be reaching out to FDL county with requests where appropriate (core needs sit in Dodge County).

		Actively support childcare expansion in the community to strengthen the workforce.	Schlieve		Extensive work with Wee Care on expansion plans. Working with prospective parties interested in opening daycare, and have had conversations with WASD, CWC and YMCA on needs. Met with local employers on need and have begun exploring ways that they can help. Contributed to a Workforce Innovation Grant to contribute to childcare needs (not funded). Contributed to Dream Up Grant with Dodge County (awarded) and planning begins in late June.
4C	Implement a housing strategy that meets the needs of residents in the community.	Develop an affordable housing strategy.	Vacant		Met with Dodge County Housing Authority. Interest in participating in Waupun project. Need to identify site and work with their consultants on development plan.
		Partner with affordable housing developers.	Vacant		Met with several workforce housing developers. See previous tactic.
		Develop relationships with private housing developers.	Schlieve		Ongoing work to address housing needs in community. Evaluated Tanager Developer Agreement for potential buy-out and determined we'll be moving toward that in 2023.
			Schlieve		Work with a private party is being finalized for acquisition and annexation for next housing development. Target for new TID creation. Additionally, city acquired Johnson property on STH 26 and is working on potential multi-family development in that area.
		Acquire land to support housing development.			
4D	Ensure Waupun is a community for all people to prosper.	Ensure access to resources needed to help residents live healthy lives across the age spectrum.	Vacant		Wellness and Recreation Committee focus. Progress slow. Exploring ways we can partner with County resources to benefit the community.
		Work with Wellness Committee on creating an open and welcoming community.	Vacant		HOLD - Work of Wellness and Recreation Committee (not set as priority)
		Improve outdoor recreation assets that are inclusive and accessible.	Daane		Grant submitted for McCune Master Plan (\$1M - unsuccessful); Waupun Community Fund established and some funding is emerging. Continue to look for grant sources.
		Develop community enrichment programming to strengthen quality of life.	Kaminski/Jaeger		Library programming resuming normal operations post-COVID. Park Program restored and partnership formed with local teacher/business person to strengthen programming. Staffing gaps noted with park leaders and made wage adjustment to fill positions. McKinley St site cleared for development and senior Center Grant work is commencing.
4E	Deploy placemaking strategies to improve public spaces.	Continued implementation of streetscaping plan.	Schlieve/Vacant		CDI Grant obtained to support back alley and green space improvements in 400 E Main Block (\$134,000); CDA engaged in looking at priorities for further streetscaping implementation.
		Strengthen partnerships with community groups.	Schlieve/Vacant		Ongoing work with Envision, Chamber, Downtown Promotions, manufacturers, food pantry, hospital, etc.
		Seek grant funding to enhance downtown redevelopment.	Schlieve/Vacant		CDI Grant obtained to support back alley and green space improvements in 400 E Main Block (\$134,000); CDA engaged in looking at priorities for remaining life of TID 3 (expenditures end in 2027).



AGENDA SUMMARY SHEET

MEETING DATE: June 28, 2022

TITLE: 2023 Budget Workshop

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	2023 Budget Preparation	

ISSUE SUMMARY

Department Heads will provide an overview of their respective department needs as we work through the 2023 budgeting process. The focus of each Dept Head's presentation will be on challenges the department is facing and needed investments to address anticipated non-routine operating expenditures. We will conclude the discussion by outlining assumptions that we are starting with to build the 2023 budget. As the budget is introduced, a completed set of goals for 2023 will be provided. This is your chance to ask questions about individual department needs and highlight priorities that you believe require focus.

STAFF RECCOMENDATION:

ATTACHMENTS:

<u>RECOMMENDED MOTION:</u>



AGENDA SUMMARY SHEET

MEETING DATE: June 28, 2022

TITLE: Pursue EMS Flex Grant Opportunity

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator
BJ Demaa, Fire Chief

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Public Safety	TBD	

ISSUE SUMMARY

The City of Waupun was recently awarded a \$205,000 Healthcare Infrastructure Grant to help fund the work and capital needs of our EMR Program. As outlined in 2022 goal document, our goal has been to move toward Phase 2 of our EMR program, which helps us attain EMT Basic level service. A new grant opened and is due July 11, 2022 that may help the City Fund this activity. The EMS Flex Grant provides funding to stabilize EMS providers and to ensure they can continue to respond to emergencies across Wisconsin. EMS providers in Wisconsin have been impacted by the COVID-19 pandemic by greater demand for EMS services, increased costs associated with providing those services, and limitations on public funding for those services created by the economic consequences of the pandemic. Therefore, all EMS services licensed in the State of Wisconsin are eligible to request funding in this process. A total of \$12 million is available from the American Rescue Plan Act—Coronavirus State and Local Fiscal Recovery Funds. Funds will be provided for reasonable operating expenses for EMS, including but not limited to:

- Medical and personal protective equipment/protective supplies
- Emergency operations including training required to maintain licensure or upgrade service level
- Response equipment including training required to operate the equipment
- Emergency response vehicles
- Emergency medical devices/trauma stabilization/pediatric and neonatal transport equipment
- Staff recruitment and retention

STAFF RECCOMENDATION:

ATTACHMENTS:

RECOMMENDED MOTION:



AGENDA SUMMARY SHEET

MEETING DATE: 6/28/22

TITLE: Establish City of Waupun 2022 Halloween Trick or Treating Date and Hours

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Angie Hull, Clerk

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	

ISSUE SUMMARY

The Downtown Promotions Committee wishes to hold "Halloween on Main" for Saturday, October 29th from 1pm-4pm. Prior years, the City has held the City wide trick or treating directly following Halloween on Main until 6pm.

STAFF RECCOMENDATION:

Establish City of Waupun 2022 City Wide Trick or Treating on Saturday, October 29th from 4pm-6pm.

ATTACHMENTS:

None

RECOMMENDED MOTION:

Motion to establish City of Waupun 2022 City Wide celebration of Trick or Treating on Saturday, October 29th from 4pm-6pm.