



A G E N D A
CITY OF WAUPUN COMMON COUNCIL
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, June 14, 2022 at 5:30 PM

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

Join Zoom Meeting: <https://us02web.zoom.us/j/87807374034?pwd=dEYydE5uV3hoTDRieml0SG5JbTVaQT09>

Dial by your location: 1 312 626 6799

Meeting ID: 878 0737 4034

Passcode: 464890

CALL TO ORDER

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION

ROLL CALL--Mayor to excuse any absent members

ADJOURN TO CLOSED SESSION

The Waupun Common Council will adjourn in closed session under Section 19.85 (1) (g) of the WI Statutes for:
(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

1. Confer with Legal Counsel for possible litigation that the City may become involved with

RECONVENE TO OPEN SESSION

The Waupun Common Council will reconvene in open session under Section 19.85(2) of the WI Statutes.

ACTION FROM CLOSED SESSION

PUBLIC HEARING

2. 2022-2023 City of Waupun Liquor and Fermented Malt Beverage Licenses

PERSONS WISHING TO ADDRESS COUNCIL--*State name, address, and subject of comments. (2 Minutes)*

No Public Participation after this point.

CONSENT AGENDA (Roll Call Motion) ***Items under the consent agenda may be acted upon by one motion.***

It is the judgment of any Board Member that any item may be moved to later on the agenda for discussion and/or action.

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

BOARDS, COMMITTEE AND COMMISSION MEETING MINUTES

4. Zoning Board 12-06-21
5. Economic Development 2-22-22
6. Police and Fire Commission 5-9-22
7. Common Council 5-10-22
8. Utility Commission 5-17-22
9. Library Board 5-18-22

[10.](#) Committee of the Whole 5-31-22

[11.](#) Board of Review 6-7-22

DEPARTMENT REPORTS

[12.](#) Fire Department

[13.](#) Police Department

[14.](#) Library

[15.](#) Utility

[16.](#) Building Inspector

[17.](#) Public Works

18. Administrator

CONSIDERATION - ACTION

[19.](#) Developer's Agreement with United Cooperative to develop a three-phase Industrial Development in Waupun Industrial Park

[20.](#) Offer to Purchase Lot 1 of Dodge County Certified Survey Map #7688

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: June 14, 2022

TITLE: 2022-2023 City of Waupun Liquor and Fermented Malt Beverage Licenses

AGENDA SECTION: PUBLIC HEARING

PRESENTER: Angela Hull, Clerk

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

ISSUE SUMMARY

A Public Hearing is required annually as Liquor and Fermented Malt Beverage Licenses expire on June 30th and are brought before the Council for approval consideration.

According to Ch. 11.01(4):

(e) Inspection of Application and Premises. (Am. #05-11)

The City Clerk shall notify the Health Officer and Chief of Police of all license and permit applications, and these officials shall inspect or cause to be inspected each application and premises to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto, and the applicant's fitness for the trust to be imposed. These officials shall furnish to the Council in writing the information derived from such investigation. No license or permit provided for in this section shall be issued without the approval of the Council, and no license shall be renewed without a reinspection of the premises and report as herein required.

(f) Health and Sanitation.

No license shall be issued for any premises which do not conform to the sanitary, safety and health requirements of the State Department of Industry, Labor and Human Relations and the State Department of Health and social Services and to all such ordinances and regulations adopted by the City.

(g) Tax Delinquencies.

No license shall be granted for operation on any premises upon which taxes or assessments or other financial claims of the City are delinquent or unpaid.

STAFF RECCOMENDATION:

Approve licenses with contingency of approved inspections and any unpaid delinquencies be paid by a designated time limit

ATTACHMENTS:

City of Waupun Liquor and Fermented Malt Beverage License Listing

RECOMMENDED MOTION:

Motion to approve the 2022-2023 Fermented Malt Beverage and Intoxicating Liquor License Renewal Applications effective July 1, 2022, contingent upon approval of inspections and all payments and delinquencies owed to the City be paid in full, not to exceed sixty (60) days.

NOTICE OF 2022-2023 LIQUOR LICENSE APPLICATION

State of Wisconsin Counties of Dodge and Fond Du Lac, City of Waupun, NOTICE IS HEREBY GIVEN that pursuant to Section 11.01 of the Municipal Code of the City of Waupun, the following applications have been filed and will be acted upon at the public hearing on Tuesday, June 14, 2022 at 6:00pm at the City Hall Common Council Chambers located at 201 E Main Street, Waupun:

CLASS A FERMENTED MALT BEVERAGE AND INTOXICATING LIQUOR LICENSES:

Mike's Wild Boar Liquor Store LLC DBA Mike's Wild Boar Liquor Store, Michael J. Maly (Agent), at 814 W. Main St., Fond du Lac County

East Main Foods Inc. DBA Piggly Wiggly-Cattails, Martin A. Koehler (Agent), at 96 and 100 Gateway Dr., Fond du Lac County

CLASS A FERMENTED MALT BEVERAGE & CIDER ONLY

DolgenCorp LLC, DBA Dollar General Store #6554, Imran Khan (Agent), at 902 W. Main St., Fond du Lac County

CND Specialties Inc. DBA Heritage Ridge Travel Plaza, Calvin C. Hermann (Agent), at 1705 Shaler Drive, Dodge County

Wildo Corporation DBA Holliday Food & Sport, David R. Block (Agent), at 715 W. Main Street, Dodge County

Kwik Trip Inc. DBA Kwik Trip #651, Angela R. Heeringa (Agent), at 800 W. Main Street, Fond du Lac County

Travel Mart Inc. DBA Marshland Travel Mart, Jason Alden (Agent), at 1001 E. Main Street, Dodge County

Condon Oil Co. Inc. DBA Waupun Ultimart, Kraig Bauman (Agent), at 612 E. Main Street, Fond du Lac County

Walgreen Co. DBA Walgreens #11649, Michelle Bertram (Agent), at 999 E. Main St., Dodge County

SG Mayville LLC DBA Waupun Mart, Raghu Bista (Agent) at 815 W. Main Street, Dodge County

CLASS B FERMENTED MALT BEVERAGE LICENSES:

Knights of Columbus John C. Burke Council 4897 DBA Knights of Columbus Council 4897, Patrick J. Kluz (Agent) at 26 N. Division Street, Fond du Lac County

Snow Links LLC DBA Snow Links, Todd A. Snow (Agent), at 17 Fond Du Lac Street, Fond du Lac County

Waupun Baseball Club DBA American Legion Baseball, Sandy L. DeBoer (Agent), at 559 Home Avenue, Fond du Lac County

Waupun Baseball Club DBA American Legion Baseball, Sandy L. DeBoer (Agent), at 810 E. Lincoln St., Dodge County

CLASS B FERMENTED MALT BEVERAGE AND INTOXICATING LIQUOR LICENSES:

Marshview Hospitality LLC DBA AmericInn by Wyndham, Melanie M. Landa (Agent), at 204 Shaler Drive, Dodge County

Riverview Hospitality LLC DBA Bridges at the Rock, Andrew M. Anderson (Agent), at 700 County Park Road, Fond du Lac County

The Brittain House Supper Club LLC DBA The Brittain House, Scott E. Brittain (Agent), at 735 S. Watertown Street, Dodge County

Alcatraz Pub LLC DBA The Legion Bar, Brian N. Kibler (Agent), at 130 N. State St., Fond du Lac County

Los Ramos Mexican Restaurant LLC DBA as Los Ramos Mexican Restaurant, Jose Ramos Gomez (Agent), at 405 E. Main St., Dodge County

Alcatraz Pub LLC DBA Kibb's Pub, Brian N. Kibler (Agent), at 320 E. Main St., Fond du Lac County

Stephen P. Daute (Individual) DBA Other Bar, at 105 E. Main St., Dodge County

Tana L. Sloan-Barsch, (Individual) DBA Our Bar, at 433 E. Main St., Dodge County

Thirsty Marlins LLC DBA Thirsty Marlins, Kari A. Pattee (Agent), at 428 E. Main St., Fond du Lac County

Tony's Pizza LLC DBA Tony's Pizza, Antonino Evola (Agent), at 420 Fond du Lac St., Fond du Lac County

CND Specialties Inc. DBA Wild Goose Cafe, Calvin C. Hermann (Agent), at 1707 Shaler Drive, Dodge County

Wind and Unwined LLC DBA Wind and Unwined, Jeff Collien (Agent), at 310 E Main Street, Fond Du Lac County

Jud-Sons LLC DBA Jud-Sons, Jamie Marwitz (Agent), at 416 E. Main St., Fond du Lac County



AGENDA SUMMARY SHEET

MEETING DATE: 6-14-22

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, June 28, 2022 | Committee of the Whole | 6:00pm |
| 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 |
| Tuesday, November 8, 2022 | Common Council | 6:00pm |
| 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

2021-2022 Operator License:

Pamela Springer, Kristina Jalensky, Cade Brennan, Melissa Herr, Amy Brookhiser, Christie Schumacher, Brittney Lockerby, Siobhan Worley, Angela Heeringa, Emily Peterson, Kari Gorr, Stephany White, Alexis Terlisner, Kaitlyn Hackbarth, Emily Peachey, Rita Oksa, Joshua Dunn

2022-2023 ANNUAL LICENSES:

All entities and businesses that receive an annual license for Operator, Soda, Dairy, Amusement, Tobacco, and Junk Dealership will expire June 30 2022. A list of these renewal licenses is provided and will be before the Council for consideration.

ATTACHMENTS:

Expense Report(s)

RECOMENDED MOTION: Motion to approve the Consent Agenda. *(Roll Call)*

2022-2023 Operator License Renewal

| LAST NAME | FIRST | MID INIT | ADDRESS | CITY/STATE/ZIP |
|----------------|-----------|----------|--------------------------|-----------------------|
| Aellig | Jenna | L | 955 Wilcox St #101 | Waupun, WI 53963 |
| Allwine | Cameron | J | 115 1/2 N Mill St | Waupun, WI 53963 |
| Andrle | Autumn | C | 735 S Grove St | Waupun, WI 53963 |
| Antoni | Eva-Maria | L | 556 Bronson St | Waupun, WI 53963 |
| Ballard | Elizabeth | G | 523 Bronson St | Waupun, WI 53963 |
| Belsma | Betty | A | 512 W Brown St | Waupun, WI 53963 |
| Benson | Amanda | L | 425 E Main St Apt B | Waupun, WI 53963 |
| Bertram | Michelle | L | N8315 Beachview Dr | Fond du Lac, WI 54937 |
| Betancourt Jr | Ruben | | 27 S State St | Waupun, WI 53963 |
| Bille | Ellen | L | W12704 Hill Rd | Brandon, WI 53919 |
| Braatz | Renae | Jo | W6854 Blue Heron Blvd #8 | Fond du Lac, WI 54937 |
| Bradley | Amy | R | 531 Kellogg St | Ripon, WI 54971 |
| Brennan | Cade | C | 1004 Church St | Waupun, WI 53963 |
| Bronkhorst | Carly | A | 504 McKinley St | Waupun, WI 53963 |
| Brookhiser | Amy | E | 803 Rock River Ave | Waupun, WI 53963 |
| Brown | Daniel | R | PO Box 374 | Waupun, WI 53963 |
| Casey | Jonathan | W | W7072 State Rd 68 | Waupun, WI 53963 |
| Christopherson | Denis | B | 812 W Jefferson St | Waupun, WI 53963 |
| Clark | Patricia | S | 542 E Washington St | Brandon, WI 53919 |
| Coble | Brittney | E | 139 N Watertown St | Waupun, WI 53963 |
| Coburn | Laura | M | 25 Pennycress Ct | Fond du Lac, WI 54935 |
| Collien | Jeffery | S | 19 Caddie Ct | Waupun, WI 53963 |
| Collien | Lisa | A | 19 Caddie Ct | Waupun, WI 53963 |
| Crook | Carly | J | W10054 Zoar Rd | Pickett, WI 54964 |
| Crossley | Alyssa | M | 717 W Lincoln St #2 | Waupun, WI 53963 |
| Daute | Stephen | P | 156 Franklin Pl | West Bend, WI 53095 |
| Daute | Terri | J | 156 Franklin Pl | West Bend, WI 53095 |
| Dawson | Lucas | A | 300 Carlyle Ct | Brandon, WI 53919 |
| Dean | Dawn | M | 620 W Mackle St | Beaver Dam, WI 53916 |
| DeBoer | Sandra | L | 501 McKinley St | Waupun, WI 53963 |
| DeVries | Andrew | C | 449 N Madison St | Waupun, WI 53963 |
| Drewa | Dan | A | 307 S Watertown St | Waupun, WI 53963 |
| Dunn | Joshua | L | 816 E Jefferson St | Waupun, WI 53963 |
| Elizalde | Mark | C | N2950 Savage Rd | Waupun, WI 53963 |
| Ellcey | Kandace | L | 225 Walker St | Waupun, WI 53963 |
| Floyd | Angela | A | 101 S Grove St | Waupun, WI 53963 |

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|-------------|-----------|----|-------------------------|---------------------------|
| Gappa | Callie | R | 709 Edgewood Dr | Waupun, WI 53963 |
| Garster | Michelle | E | N89W15304 Jefferson Ave | Menomonee Falls, WI 53051 |
| Glewen | Caleb | A | N2997 Marshview Rd | Waupun, WI 53963 |
| Golimowski | Janine | F | 200 W Brown St Apt 102 | Waupun, WI 53963 |
| Golz | Lori | L | 118 N Madison St | Waupun, WI 53963 |
| Gordon | Dequincy | D | 700 Park St | Waupun, WI 53963 |
| Gordon | Amber | L | 700 Park St | Waupun, WI 53963 |
| Gorr | Kari | A | 207 E State St | Fox Lake, WI 53933 |
| Graff | Jay | D | 18 Taylor St | Waupun, WI 53963 |
| Grant | Elizabeth | M | 302 Grandview Ave | Waupun, WI 53963 |
| Greenfield | Kelvin | L | W11485 Hawthorne Dr | Waupun, WI 53963 |
| Guimaraes | Jose | A | 234 Rounsville St | Waupun, WI 53963 |
| Hackbarth | Kaitlyn | M | 142 Wisconsin St | Beaver Dam, WI 53916 |
| Haefemeyer | Susan | | 916 Rock Ave | Waupun, WI 53963 |
| Halverson | Brandy | N | 615 S Watertown St | Waupun, WI 53963 |
| Harmsen | Jayne | R | N2990 Savage Rd | Waupun, WI 53963 |
| Harmsen | Janet | S | 101 A S Harris Ave | Waupun, WI 53963 |
| Hartgerink | Aime | Jo | W7339 Walnut Rd | Beaver Dam, WI 53916 |
| Hartgerink | Hale | F | N3286 Savage Rd | Waupun, WI 53963 |
| Hawkinson | Tracy | M | 811 Visser Ave | Waupun, WI 53963 |
| Hawkinson | Dale | A | 811 Visser Ave | Waupun, WI 53963 |
| Heeringa | Angela | R | 911 W Brown St | Waupun, WI 53963 |
| Heine | Donald | R | N7061 Center St | Horicon, WI 53032 |
| Hendrickson | Darien | G | 601 Robin Rd Apt 15 | Waupun, WI 53963 |
| Herr | Melissa | F | 304 Rounsville St #B | Waupun, WI 53963 |
| Herringa | Sherry | L | 915 E Main St | Waupun, WI 53963 |
| Holz | Gregory | G | N3116 Savage Rd | Waupun, WI 53963 |
| Jaeger | Lori | L | 607 Park St | Waupun, WI 53963 |
| Jalensky | Kristina | A | 816 E Jefferson St | Waupun, WI 53963 |
| Johnson | Katie | R | 300 W Main St | Waupun, WI 53963 |
| Jones | Holly | R | 600 Buwalda Drive #15 | Waupun, WI 53963 |
| Kamphuis | Cole | J | 760 Edgewood Dr | Waupun, WI 53963 |
| Kanthack | Haley | B | 38 W Franklin St | Waupun, WI 53963 |
| Kast | Brianna | L | N10640 Buckhorn Rd | Fox Lake, WI 53933 |
| Kasuboski | Nicole | B | W13130 Carter Rd | Ripon, WI 54971 |
| Kehrmeyer | Gary | E | W11425 Hawthorne Dr | Waupun, WI 53963 |
| Keller | Keshia | L | 31 N Sallie Ave | Fond du Lac, WI 54935 |
| King | Madelyn | R | PO Box 364 | Brownsville, WI 53006 |
| Koehler | Casey | Jo | 225 Hawthorne Dr | Waupun, WI 53963 |
| Koehler | Megan | M | 216 N State St | Waupun, WI 53963 |

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|-------------------|-----------|---|--------------------------|-----------------------|
| Koehler | Brett | M | 22 1/2 N Madison St | Waupun, WI 53963 |
| Koehoorn | Justine | K | 619 Sawyer St | Waupun, WI 53963 |
| Komosa | Mary Beth | A | 221 Beaver Dam St | Waupun, WI 53963 |
| Kottnitz | Daniel | R | 312 Taylor St | Waupun, WI 53963 |
| Kreuziger | Dean | L | 114 E Franklin St | Waupun, WI 53963 |
| Krohn | Cade | D | 607 Carrington St | Waupun, WI 53963 |
| Kuslits Jr | William | J | 28 Chapman Pl | Waupun, WI 53963 |
| Labrie | Windy | L | 208 E Franklin St | Waupun, WI 53963 |
| Lange | Rebecca | L | W7237 Cty Rd C | Burnett, WI 53922 |
| Laper | Matthew | J | 299 S Division St | Waupun, WI 53963 |
| Large | Kaylee | M | N11684 State Rd 26 | Waupun, WI 53963 |
| Larson | Wanda | J | W10605 Blackhawk Tr | Fox Lake, WI 53933 |
| Lewis | Malena | C | 405 W Hawthorne Dr | Waupun, WI 53963 |
| Lockerby | Brittney | N | 218 Forest St | Fox Lake, WI 53933 |
| Logterman | Harold | M | 1501 Petula Ave | N Fond du Lac |
| Maleck | Jamie | P | 207 Woodland Dr #3 | Beaver Dam, WI 53916 |
| Malovrh-Spanbauer | Karin | A | 501 Rosewood Dr | Waupun, WI 53963 |
| Mason | Raeven | J | 969 Wilcox St Apt 102 | Waupun, WI 53963 |
| Mason | Theresa | M | 917 W Jefferson St Apt 6 | Waupun, WI 53963 |
| Mier | Audrey | E | 364 Oakdale Dr | Brownsville, WI 53006 |
| Miles | April | R | 119 S Grove St | Waupun, WI 53963 |
| Miller | Jacob | L | W1602 County Rd AW | Randolph, WI 53956 |
| Montalto | Cynthia | M | 914 W Brown St #8 | Waupun, WI 53963 |
| Much | Craig | A | 1186 Martin Ave | Fond du Lac, WI 54935 |
| Muth | Sheryl | M | W1626 Mountain Rd | Theresa, WI 53091 |
| Nelson | Seth | M | W10416 Church Rd | Waupun, WI 53963 |
| Neuburg | Terri | L | W6071 State Rd 49 | Waupun, WI 53963 |
| Oksa | Rita | A | 505 McKinley St | Waupun, WI 53963 |
| Pace | Dalene | D | 121 W Main St | Waupun, WI 53963 |
| Parenteau | Jesse | A | N10578 Buckhorn Rd | Fox Lake, WI 53933 |
| Parrish | Allyson | H | 419 W Franklin St | Waupun, WI 53963 |
| Pater | Jake | A | 612 E Brown St | Waupun, WI 53963 |
| Peachey | Emily | I | 319 S Division St | Waupun, WI 53963 |
| Peterson | Emily | M | 554 W Main St | Waupun, WI 53963 |
| Peterson | Brian | D | 1108 Rock Ave Apt 16 | Waupun, WI 53963 |
| Phillips | Trinity | L | 398 Fond du Lac St | Waupun, WI 53963 |
| Pobanz | Alvin | L | 631 Morse St | Waupun, WI 53963 |
| Pribbenow | Brett | A | 700 Beekman St | Waupun, WI 53963 |
| Qualmann | Toni | M | 115 Taylor St | Waupun, WI 53963 |
| Rahn | Nicholas | L | 601 Robin Rd Apt 15 | Waupun, WI 53963 |

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|--------------|-----------|---|------------------------|------------------------|
| Ramos Gomez | Jose | | 1009 Maple Ave | Waupun, WI 53963 |
| Ramus | Kelly | L | 449 N Madison St | Waupun, WI 53963 |
| Rodriguez | Evelyn | M | W9123 Wild Goose Rd #4 | Waupun, WI 53963 |
| Rohde | Mary | T | W12906 Cty Rd AS | Waupun, WI 53963 |
| Rourk | Haley | M | N8869 Cty Rd J | Elkhart Lake, WI 53020 |
| Salkowski | Kristine | A | 636 S Madison St | Waupun, WI 53963 |
| Schanilec | Samantha | S | N11181 Cty Rd M | Waupun, WI 53963 |
| Schley | Ellen | B | 506 Hoard Rd | Waupun, WI 53963 |
| Schlieve | Katlin | M | N3644 Heideman Rd | Waupun, WI 53963 |
| Schlieve | Samantha | M | 454 W Hawthorne Dr | Waupun, WI 53963 |
| Schlieve | Elizabeth | M | 747 Wilcox St | Waupun, WI 53963 |
| Schoenick | Mark | A | 112 S West St | Waupun, WI 53963 |
| Schroeder | Justin | A | W9458 Stone Ledge Rd | Beaver Dam, WI 53916 |
| Schulz | Debra | J | N3188 Savage Rd | Waupun, WI 53963 |
| Schumacher | Christie | L | 607 E Franklin St | Waupun, WI 53963 |
| Shaw | Roger | D | N3348 Lemmenes Pkwy | Waupun, WI 53963 |
| Siegel | Jake | A | 142 E Oak St | Juneau, WI 53039 |
| Sloan-Barsch | Tana | L | N11181 Cty Rd M | Waupun, WI 53963 |
| Slosser | Crystal | M | 552 Bronson St | Waupun, WI 53963 |
| Smet | Lynda | J | W10945 State Hwy 23 | Rosendale, WI 54974 |
| Smith | Megan | L | 26 Pluim Dr #31 | Waupun, WI 53963 |
| Smith | Nathan | T | 815 Mayfair St Apt 6 | Waupun, WI 53963 |
| Smith | Diane | K | 26 Pluim Dr #31 | Waupun, WI 53963 |
| Smith | Emily | R | 414 W Hawthorne Dr | Waupun, WI 53963 |
| Smits | Karissa | J | 417 S Grove St | Waupun, WI 53963 |
| Sober | Alyson | C | 101 B S Harris Ave | Waupun, WI 53963 |
| Soravia | Rebecka | A | 298 Harmsen Ave | Waupun, WI 53963 |
| Sperger | Ryan | M | 718 Grace St | Waupun, WI 53963 |
| Springer | Pamela | M | N10275 Dairy Rd | Mayville, WI 53050 |
| Straks | Brooke | A | N6209 Cty Rd M | Rosendale, WI 54974 |
| Sullivan | Heather | L | 300 Rounsville St | Waupun, WI 53963 |
| Sullivan Jr | Andrew | T | 300 Rounsville St | Waupun, WI 53963 |
| Syens | Eli | A | 418 W Lincoln St | Waupun, WI 53963 |
| Tank | Taylor | A | N3298 Lemmenes Pkwy | Waupun, WI 53963 |
| Taylor | Carol | A | 827 Mayfair St Apt 14 | Waupun, WI 53963 |
| Terlisner | Alexus | C | 502 Grove St | Waupun, WI 53963 |
| Thapa | Sujan | | W6968 Westwood Dr | Fond du Lac, WI 54937 |
| Thomas | Candace | J | 206 Jackson St | Waupun, WI 53963 |
| Thone | Joshua | A | 532 Grandview Ave | Waupun, WI 53963 |
| U'Ren | Collin | M | 101 S Grove St | Waupun, WI 53963 |

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|-------------|-----------|---|---------------------------|----------------------|
| VanBuren | Wanda | J | W7153 Oakwood Rd | Waupun, WI 53963 |
| VanBuren | Catherine | A | N9501 Van Dyne Rd | Van Dyne, WI 54979 |
| VanBuren | Kelley | J | 22 Reids Dr | Waupun, WI 53963 |
| VanderBush | Bruce | S | N2964 W Center Rd | Waupun, WI 53963 |
| Vanderkin | Nancy | L | 422 Fond du Lac St | Waupun, WI 53963 |
| VandeSlunt | Richard | L | 411 High St | Waupun, WI 53963 |
| VandeSlunt | Lisa | M | 606 Morse St | Waupun, WI 53963 |
| VandeZande | Cari | A | 606 S Grove St | Waupun, WI 53963 |
| VanEgtern | Janith | M | 749 Wilcox St | Waupun, WI 53963 |
| VanGrinsven | Cheyenne | L | 905 E Main St | Waupun, WI 53963 |
| VanHierden | Elise | H | N4150 Savage Rd | Brandon, WI 53919 |
| Visser | Caley | A | 425 McKinley St | Waupun, WI 53963 |
| Vossekuil | Jamie | L | 318 S Madison St | Waupun, WI 53963 |
| Wallendal | Lucas | L | 1246A Wayland St | Beaver Dam, WI 53916 |
| Waskow | Gwendolyn | M | N3652 Heideman Rd | Waupun, WI 53963 |
| Weber | Dylan | L | 814 Summer Ave | Waupun, WI 53963 |
| Wegener | Kalley | A | N6709 Cty Rd M | Rosendale, WI 54974 |
| Welch | Jessica | L | 416 1/2 Grace St | Waupun, WI 53963 |
| Welk | Whitney | A | W12578 Cty Rd E | Waupun, WI 53963 |
| Wheeler | Deborah | L | 345 N Madison St | Waupun, WI 53963 |
| White | Stephany | K | 620 Spring St #5 | Fox Lake, WI 53933 |
| Worley | Siobhan | L | 307 Washington St Apt 208 | Horicon, WI 53032 |
| Yagler | Lorrie | A | N11278 Balsam Rd | Waupun, WI 53963 |
| Zarn | Lexis | M | 22 N Madison St | Waupun, WI 53963 |
| Zich | Jamie | T | 720 Tulip Ln | Waupun, WI 53963 |

Report Criteria:
 Report type: Summary

| Check Issue Date | Check Number | Payee | Amount |
|------------------|--------------|--------------------------------|------------|
| 05/30/2022 | 86 | BAKER TILLY US, LLP | 19,015.00 |
| 05/30/2022 | 87 | CINTAS CORPORATION NO. 2 | 522.30 |
| 05/30/2022 | 88 | CREXENDO | 447.71 |
| 05/30/2022 | 89 | FAITH TECH, INC. | 1,760.17 |
| 05/30/2022 | 90 | KWIK TRIP STORES | 7,959.42 |
| 05/30/2022 | 91 | WELLS FARGO PAYMENT REMITT. | 2,273.33 |
| 05/31/2022 | 103749 | DCELEA | 96.00 M |
| 05/31/2022 | 103933 | JUDSONS LLC | 5,000.00 M |
| 06/09/2022 | 103935 | AMAZON CAPITAL SERVICES | 620.81 |
| 06/09/2022 | 103936 | AIRGAS USA, LLC | 719.95 |
| 06/09/2022 | 103937 | ALLIANT ENERGY/WP&L | 3,003.45 |
| 06/09/2022 | 103938 | ARMGA, BARB | 179.37 |
| 06/09/2022 | 103939 | BECKER BOILER | 2,496.90 |
| 06/09/2022 | 103940 | BELCO VEHICLE SOLUTIONS LLC | 10,922.24 |
| 06/09/2022 | 103941 | CARTRIDGE WORLD | 122.97 |
| 06/09/2022 | 103942 | CHARTER COMMUNICATIONS | 82.62 |
| 06/09/2022 | 103943 | CITIES & VILLAGES MUTUAL INS. | 28,197.00 |
| 06/09/2022 | 103944 | SSM HEALTH LABORATORIES | 80.00 |
| 06/09/2022 | 103945 | CONWAY SHIELD | 1,471.15 |
| 06/09/2022 | 103946 | DISPLAY SALES | 334.00 |
| 06/09/2022 | 103947 | EMERGENCY MEDICAL PRODUCTS | 24.66 |
| 06/09/2022 | 103948 | WI BUILDING SUPPLY | 72.38 |
| 06/09/2022 | 103949 | MARTENS ACE HARDWARE | 1,231.99 |
| 06/09/2022 | 103950 | FASSE DECORATING CENTER | 146.00 |
| 06/09/2022 | 103951 | GAPPA SECURITY SOLUTIONS LLC | 10.50 |
| 06/09/2022 | 103952 | GRAND VALLEY INSPECTION SERVIC | 10,138.09 |
| 06/09/2022 | 103953 | HOMAN AUTO -GATEWAY | 12.92 |
| 06/09/2022 | 103954 | IWORQ | 6,000.00 |
| 06/09/2022 | 103955 | JOHN FABICK TRACTOR CO | 164.37 |
| 06/09/2022 | 103956 | LEAGUE OF WI MUNICIPALITIES | 95.00 |
| 06/09/2022 | 103957 | LIDTKE MOTORS INC. | 1,168.34 |
| 06/09/2022 | 103958 | LIFESTAR EMERGENCY MEDICAL | 5,500.00 |
| 06/09/2022 | 103959 | LITE 11 LLC | 390.00 |
| 06/09/2022 | 103960 | MSA PROFESSIONAL SERVICES INC. | 6,830.70 |
| 06/09/2022 | 103961 | MICK FISCHER TROPHY & ENGRAVIN | 20.00 |
| 06/09/2022 | 103962 | NEUMAN POOLS INC | 485.29 |
| 06/09/2022 | 103963 | PETERSEN, JENNIFER | 46.80 |
| 06/09/2022 | 103964 | PETTY CASH-CITY HALL | 175.26 |
| 06/09/2022 | 103965 | PIGGLY WIGGLY DISCOUNT FOODS | 55.20 |
| 06/09/2022 | 103966 | PINES BACH LLP | 702.00 |
| 06/09/2022 | 103967 | PIT-STOP PORTABLES | 150.50 |
| 06/09/2022 | 103968 | PITNEY BOWES | 693.12 |
| 06/09/2022 | 103969 | PLUIM, JOAN | 142.10 |
| 06/09/2022 | 103970 | PURCHASE POWER | 500.00 |
| 06/09/2022 | 103971 | QUALITY AGGREGATE LLC | 609.73 |
| 06/09/2022 | 103972 | ROCK RIVER COALITION | 125.00 |
| 06/09/2022 | 103973 | SSM HEALTH AT WORK | 346.00 |
| 06/09/2022 | 103974 | SAN-A-CARE, INC | 162.48 |
| 06/09/2022 | 103975 | SERWE IMPLEMENT | 566.22 |
| 06/09/2022 | 103976 | STAPLES CREDIT PLAN | 168.51 |

M = Manual Check, V = Void Check

| Check Issue Date | Check Number | Payee | Amount |
|------------------|--------------|--------------------------------|------------|
| 06/09/2022 | 103977 | STEALTH | 1,220.00 |
| 06/09/2022 | 103978 | STEINBACH, RICHARD | 75.00 |
| 06/09/2022 | 103979 | STICKS AND STONES | 190.00 |
| 06/09/2022 | 103980 | STOBB PLUMBING & HEATING, INC. | 2,611.75 |
| 06/09/2022 | 103981 | SUNBELT RENTALS | 753.49 |
| 06/09/2022 | 103982 | TIPTON, ALEXANDRA | 11.75 |
| 06/09/2022 | 103983 | TRACTOR SUPPLY CREDIT PLAN | 698.89 |
| 06/09/2022 | 103984 | TRUCK COUNTRY | 4,454.31 |
| 06/09/2022 | 103985 | TRU CLEANERS LLC | 4,532.81 |
| 06/09/2022 | 103986 | US CELLULAR | 390.04 |
| 06/09/2022 | 103987 | VANDE ZANDE & KAUFMAN, LLP | 5,785.00 |
| 06/09/2022 | 103988 | VON BRIESEN & ROPER, S.C. | 3,906.00 |
| 06/09/2022 | 103989 | WAUKESHA CTY TECH COLLEGE | 132.70 |
| 06/09/2022 | 103990 | WAUPUN AREA ANIMAL SHELTER,INC | 1,000.00 |
| 06/09/2022 | 103991 | WAUPUN UTILITIES | 19,211.24 |
| 06/09/2022 | 103992 | WEBER, DYLAN | 75.00 |
| 06/09/2022 | 103993 | WI DEPT OF AGRICULTURE | 2,800.00 |
| 06/09/2022 | 103994 | WI DEPT OF JUSTICE | 1,015.00 |
| 06/09/2022 | 103995 | WM CORPORATE SERVICES INC | 49,472.02 |
| 06/09/2022 | 103996 | W.W. ELECTRIC MOTORS, INC. | 411.60 |
| 06/09/2022 | 103997 | ZARNOTH BRUSH WORKS, INC. | 482.00 |
| 06/09/2022 | 103998 | BISHOP, ROHN | 80.00 |
| 06/09/2022 | 103999 | TOP PACK DEFENSE LLC | 359.18 |
| 06/09/2022 | 104000 | SALAMONE SUPPLIES | 292.68 |
| 06/09/2022 | 104001 | HUZZARD SYSTEMS | 126.00 |
| 06/09/2022 | 104002 | WARRIOR FABRICATION | 70.00 |
| 06/09/2022 | 104003 | WOLVERINE FIREWORKS DISPLAY IN | 7,500.00 |
| 06/09/2022 | 104004 | HARMSSEN, JAN | 75.00 |
| Grand Totals: | | | 229,769.01 |

Report Criteria:

Report type: Summary

Report Criteria:

Invoice Detail.Input date = 05/30/2022,05/31/2022,06/06/2022-06/09/2022

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|---|---|--------------|------------|------------------|
| 48 AMAZON CAPITAL SERVICES | | | | |
| 11MR-XVMQ-N3MW | 3 pocket wall file | 05/26/2022 | 19.39 | 100-10-5141-3-30 |
| 171Y-66YD-L9W6 | SC card reader for park camera | 05/31/2022 | 16.99 | 100-20-5525-3-36 |
| 1Q9J-CR7R-DX97 | Crafts for park program 2022 | 06/08/2022 | 120.20 | 100-20-5525-3-38 |
| 1DGC-6NPY-J14H | Vinyl tape | 06/01/2022 | 43.96 | 100-40-5214-3-38 |
| 146L-JTKR-1QLT | Zero Waste dog park bags | 06/07/2022 | 168.29 | 100-70-5410-3-36 |
| 19RC-GQ1K-7Q9M | Herbicide | 06/05/2022 | 251.98 | 100-70-5613-3-36 |
| Total 48 AMAZON CAPITAL SERVICES: | | | 620.81 | |
| 987 AIRGAS USA, LLC | | | | |
| 9988525396 | Chemicals - Pool | 05/31/2022 | 719.95 | 100-20-5523-3-40 |
| Total 987 AIRGAS USA, LLC: | | | 719.95 | |
| 1174 ALLIANT ENERGY/WP&L | | | | |
| 3425110000-MAY22 | MUSEUM monthly fuel charges - May 2022 | 05/31/2022 | 88.10 | 100-20-5512-3-32 |
| 5374620000-MAY22 | Aquatic Center - May 2022 | 05/31/2022 | 1,631.10 | 100-20-5523-3-32 |
| 5946940000-MAY22 | Police Dept - monthly fuel charges - May 2022 | 05/31/2022 | 104.03 | 100-40-5211-3-32 |
| 5946940000-MAY22 | Fire Dept - monthly fuel charges -May 2022 | 05/31/2022 | 58.51 | 100-50-5231-3-32 |
| 1780510000-MAY22 | CITY HALL monthly fuel charges - May 2022 | 06/02/2022 | 428.48 | 100-70-5410-3-32 |
| 2831330000-MAY22 | community center monthly fuel-May 2022 - city | 06/02/2022 | 295.83 | 100-70-5410-3-32 |
| 7255200000-MAY22 | Senior Center - Ma7 2022 | 05/31/2022 | 15.17 | 100-70-5410-3-32 |
| 3264610000-MAY22 | Garage monthly fuel - May 2022 | 05/31/2022 | 382.23 | 100-70-5412-3-32 |
| Total 1174 ALLIANT ENERGY/WP&L: | | | 3,003.45 | |
| 1565 ARMGA, BARB | | | | |
| 6-9-22 | 6-7-22 election | 06/09/2022 | 179.37 | 100-10-5142-1-10 |
| Total 1565 ARMGA, BARB: | | | 179.37 | |
| 4005 BAKER TILLY US, LLP | | | | |
| BT2077793 | 12/31/21 City F/S Audit Fees | 05/30/2022 | 16,561.00 | 100-10-5157-3-38 |
| BT2077793 | 12/31/21 TID Compilation Fees-TID 5 | 05/30/2022 | 490.80 | 401-70-5436-3-39 |
| BT2077793 | 12/31/21 TID Compilation Fees-TID 3 | 05/30/2022 | 490.80 | 405-70-5436-3-39 |
| BT2077793 | 12/31/21 TID Compilation Fees-TID 7 | 05/30/2022 | 490.80 | 407-70-5436-3-39 |
| BT2077793 | 12/31/21 TID Compilation Fees-TID 6 | 05/30/2022 | 490.80 | 408-70-5436-3-39 |
| BT2077793 | 12/31/21 TID Compilation Fees-TID 8 | 05/30/2022 | 490.80 | 418-70-5436-3-39 |
| Total 4005 BAKER TILLY US, LLP: | | | 19,015.00 | |
| 5020 BECKER BOILER | | | | |
| 15271 | Parts/Service - pool heater repairs | 05/25/2022 | 2,496.90 | 100-20-5523-3-36 |
| Total 5020 BECKER BOILER: | | | 2,496.90 | |
| 5043 BELCO VEHICLE SOLUTIONS LLC | | | | |
| 7226 | Installation of new & existing equipment on 2022 Ford - P | 05/24/2022 | 10,922.24 | 410-40-5211-4-00 |
| Total 5043 BELCO VEHICLE SOLUTIONS LLC: | | | 10,922.24 | |
| 7075 CARTRIDGE WORLD | | | | |
| 87824 | Cartridges | 06/06/2022 | 122.97 | 100-40-5211-3-38 |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|--|--|--------------|------------|------------------|
| Total 7075 CARTRIDGE WORLD: | | | 122.97 | |
| 10048 CHARTER COMMUNICATIONS | | | | |
| 18615-JUNE22 | PD - voice, tv | 06/01/2022 | 82.62 | 100-40-5211-3-38 |
| Total 10048 CHARTER COMMUNICATIONS: | | | 82.62 | |
| 10218 CINTAS CORPORATION NO. 2 | | | | |
| 4118548981 | Safety Building Rugs - May 2022 | 05/30/2022 | 76.20 | 100-70-5410-3-38 |
| 4118549088 | City Hall Rugs - May 2022 | 05/30/2022 | 100.38 | 100-70-5410-3-38 |
| 4118549044 | senior Center rugs - May 2022 | 05/30/2022 | 45.89 | 100-70-5410-3-38 |
| 4118549116 | Library Rugs - May 2022 | 05/30/2022 | 90.05 | 100-70-5410-3-38 |
| 4116480112 | Garage shop towels/Uniforms - April 2022 | 05/30/2022 | 36.50 | 100-70-5411-3-38 |
| 4117163227 | Garage shop towels/Uniforms - April 2022 | 05/30/2022 | 36.54 | 100-70-5411-3-38 |
| 4117855278 | Garage shop towels/Uniforms - April 2022 | 05/30/2022 | 36.54 | 100-70-5411-3-38 |
| 4118549208 | Garage shop towels/Uniforms - May 2022 | 05/30/2022 | 64.39 | 100-70-5411-3-38 |
| 4119228559 | Garage shop towels/Uniforms - May 2022 | 05/30/2022 | 35.81 | 100-70-5411-3-38 |
| Total 10218 CINTAS CORPORATION NO. 2: | | | 522.30 | |
| 10226 CITIES & VILLAGES MUTUAL INS. | | | | |
| WC-22-1102 | 2022 Worker's Com Prem 3rd QTR - City Portion | 06/15/2022 | 21,842.00 | 100-10-5196-3-38 |
| WC-22-1102 | 2022 Worker's Com Prem 3rd QTR - Utilities Portion | 06/15/2022 | 6,355.00 | 100-13850 |
| Total 10226 CITIES & VILLAGES MUTUAL INS.: | | | 28,197.00 | |
| 10468 SSM HEALTH LABORATORIES | | | | |
| 3393903 | legal blood draws - May 2022 | 06/01/2022 | 80.00 | 100-40-5213-3-38 |
| Total 10468 SSM HEALTH LABORATORIES: | | | 80.00 | |
| 10476 CONWAY SHIELD | | | | |
| 0489267 | Clothing allowance - DeMaa | 03/22/2022 | 124.65 | 100-12634 |
| 0488167 | EMR uniform badges | 02/24/2022 | 847.50 | 100-50-5230-3-38 |
| 0488473 | uniform collar pins - PD | 03/05/2022 | 305.62 | 100-50-5230-3-38 |
| 0489272 | Captains badges - FD | 03/22/2022 | 91.50 | 100-50-5232-3-38 |
| 0488473 | uniform collar pins - FD | 03/05/2022 | 101.88 | 100-50-5232-3-38 |
| Total 10476 CONWAY SHIELD: | | | 1,471.15 | |
| 10651 CREXENDO | | | | |
| MAY2021 | City Hall Phone Charges - May 2022 | 05/30/2022 | 330.02 | 100-10-5197-3-31 |
| MAY2021 | Senior Center Phone Charges - May 2022 | 05/30/2022 | 23.58 | 100-20-5513-3-31 |
| MAY2021 | Garage Phone Charges - May 2022 | 05/30/2022 | 94.11 | 100-70-5412-3-31 |
| Total 10651 CREXENDO: | | | 447.71 | |
| 11043 DCELEA | | | | |
| 5-31-22 | Dodge County Law Enforcement Mem 2022 | 05/31/2022 | 96.00 | 100-40-5211-3-37 |
| Total 11043 DCELEA: | | | 96.00 | |
| 11427 DISPLAY SALES | | | | |
| INV-032626 | US Flags for buildings | 05/31/2022 | 334.00 | 100-70-5411-3-36 |
| Total 11427 DISPLAY SALES: | | | 334.00 | |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|---|--|--------------|------------|------------------|
| 12530 EMERGENCY MEDICAL PRODUCTS | | | | |
| 2339945 | End title CO2 detectors | 05/12/2022 | 24.66 | 100-50-5230-3-38 |
| Total 12530 EMERGENCY MEDICAL PRODUCTS: | | | 24.66 | |
| 12656 WI BUILDING SUPPLY | | | | |
| 3542007 | handicap parking stencil | 06/07/2022 | 72.38 | 100-70-5441-3-36 |
| Total 12656 WI BUILDING SUPPLY: | | | 72.38 | |
| 12676 FAITH TECH, INC. | | | | |
| MAY2022 | energy efficiency ACH pmt 32 of 60 | 05/30/2022 | 1,760.17 | 300-10-5935-6-00 |
| Total 12676 FAITH TECH, INC.: | | | 1,760.17 | |
| 12700 MARTENS ACE HARDWARE | | | | |
| MAY22 | paint supplies for pool | 06/09/2022 | 23.12 | 100-20-5523-3-38 |
| MAY22 | cement for fence poles at pool | 06/09/2022 | 11.99 | 100-20-5523-3-36 |
| MAY22 | fasteners - pool | 06/09/2022 | 2.09 | 100-20-5523-3-36 |
| MAY22 | LED lights for pool | 06/09/2022 | 8.99 | 100-20-5523-3-36 |
| MAY22 | conduit/plug - pool plug control box | 06/09/2022 | 8.58 | 100-20-5523-3-36 |
| MAY22 | fuse - pool fuses control box | 06/09/2022 | 6.99 | 100-20-5523-3-36 |
| MAY22 | parts/supplies - pool | 06/09/2022 | 39.99 | 100-20-5523-3-36 |
| MAY22 | hand soap for pool | 06/09/2022 | 50.97 | 100-20-5523-3-36 |
| MAY22 | pool cleaner/toilet repair | 06/09/2022 | 39.92 | 100-20-5523-3-36 |
| MAY22 | parts/supplies - pool set up | 06/09/2022 | 79.65 | 100-20-5523-3-38 |
| MAY22 | supplies to repair turf seam | 06/09/2022 | 19.98 | 100-20-5525-3-36 |
| MAY22 | parts/supplies - repair bathroom door at Medema | 06/09/2022 | 4.59 | 100-20-5525-3-36 |
| MAY22 | fasteners | 06/09/2022 | 4.77 | 100-20-5525-3-36 |
| MAY22 | square bit - repair bathroom door at Medema | 06/09/2022 | 4.59 | 100-20-5525-3-36 |
| MAY22 | hinge - repair door at Medema | 06/09/2022 | 19.99 | 100-20-5525-3-36 |
| MAY22 | hinge/bit drill/tap carded - repair door at Medema | 06/09/2022 | 29.57 | 100-20-5525-3-36 |
| MAY22 | parts/supplies - repair Medema door | 06/09/2022 | 34.56 | 100-20-5525-3-36 |
| MAY22 | parts/supplies - repair Medema door | 06/09/2022 | 4.99 | 100-20-5525-3-36 |
| MAY22 | parts/supplies - repair ice machine at complex | 06/09/2022 | 13.97 | 100-20-5525-3-36 |
| MAY22 | parts/supplies - Mill Pond fountain breaker | 06/09/2022 | 34.99 | 100-20-5525-3-36 |
| MAY22 | basketball net | 06/09/2022 | 20.97 | 100-20-5525-3-36 |
| MAY22 | polish for park bathrooms | 06/09/2022 | 8.99 | 100-20-5525-3-36 |
| MAY22 | fasteners | 06/09/2022 | 6.36 | 100-20-5525-3-36 |
| MAY22 | frog tape/microfiber cloth | 06/09/2022 | 23.98 | 100-40-5211-3-38 |
| MAY22 | single cut key | 06/09/2022 | 23.31 | 100-40-5211-3-38 |
| MAY22 | batteries | 06/09/2022 | 19.99 | 100-40-5211-3-38 |
| MAY22 | batteries | 06/09/2022 | 19.99 | 100-50-5232-3-36 |
| MAY22 | ant bait | 06/09/2022 | 2.99 | 100-70-5410-3-36 |
| MAY22 | mount tape | 06/09/2022 | 17.98 | 100-70-5410-3-36 |
| MAY22 | spraypaint - garbage cans | 06/09/2022 | 11.98 | 100-70-5410-3-36 |
| MAY22 | rust stop | 06/09/2022 | 12.99 | 100-70-5410-3-36 |
| MAY22 | credit | 06/09/2022 | 12.99- | 100-70-5410-3-36 |
| MAY22 | pickup tools - garbage pick-up | 06/09/2022 | 71.96 | 100-70-5410-3-36 |
| MAY22 | flag pole clips | 06/09/2022 | 65.82 | 100-70-5410-3-36 |
| MAY22 | floor drain strainer - community center | 06/09/2022 | 12.99 | 100-70-5410-3-36 |
| MAY22 | micro SD card | 06/09/2022 | 11.99 | 100-70-5410-3-36 |
| MAY22 | credit | 06/09/2022 | 11.99- | 100-70-5410-3-36 |
| MAY22 | gloves | 06/09/2022 | 43.98 | 100-70-5410-3-36 |
| MAY22 | sprayer for buildings | 06/09/2022 | 23.99 | 100-70-5410-3-36 |
| MAY22 | drill bits | 06/09/2022 | 11.18 | 100-70-5411-3-36 |
| MAY22 | hose hi pressure | 06/09/2022 | 54.99 | 100-70-5411-3-36 |
| MAY22 | credit | 06/09/2022 | 54.99- | 100-70-5411-3-36 |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|---|---|--------------|------------|------------------|
| MAY22 | dust bags for vacuum | 06/09/2022 | 19.99 | 100-70-5411-3-36 |
| MAY22 | dust bags for vacuum | 06/09/2022 | 19.99 | 100-70-5411-3-36 |
| MAY22 | batteries | 06/09/2022 | 14.99 | 100-70-5411-3-36 |
| MAY22 | dust bags for vacuum | 06/09/2022 | 39.98 | 100-70-5411-3-36 |
| MAY22 | power bit | 06/09/2022 | 14.97 | 100-70-5411-3-36 |
| MAY22 | strings for weed eaters | 06/09/2022 | 72.47 | 100-70-5411-3-36 |
| MAY22 | mineral spirits | 06/09/2022 | 67.96 | 100-70-5411-3-36 |
| MAY22 | parts/supplies - bubbler replacement | 06/09/2022 | 7.98 | 100-70-5412-3-36 |
| MAY22 | parts/supplies - shop bubbler | 06/09/2022 | 116.55 | 100-70-5412-3-38 |
| MAY22 | marking paint/putty knives | 06/09/2022 | 26.36 | 100-70-5444-3-36 |
| Total 12700 MARTENS ACE HARDWARE: | | | 1,231.99 | |
| 12759 FASSE DECORATING CENTER | | | | |
| 1-155307 | beads for painting | 05/27/2022 | 146.00 | 100-70-5441-3-36 |
| Total 12759 FASSE DECORATING CENTER: | | | 146.00 | |
| 14275 GAPPA SECURITY SOLUTIONS LLC | | | | |
| 25281 | bearing hinge | 05/19/2022 | 10.50 | 100-70-5410-3-36 |
| Total 14275 GAPPA SECURITY SOLUTIONS LLC: | | | 10.50 | |
| 14698 GRAND VALLEY INSPECTION SERVICES | | | | |
| 2022-96 | Building Insp/Zoning Admin for May 2022 | 06/07/2022 | 10,138.09 | 230-30-5241-3-38 |
| Total 14698 GRAND VALLEY INSPECTION SERVICES: | | | 10,138.09 | |
| 15950 HOMAN AUTO -GATEWAY | | | | |
| 1018538 | FILTER | 06/02/2022 | 12.92 | 100-70-5411-3-36 |
| Total 15950 HOMAN AUTO -GATEWAY: | | | 12.92 | |
| 16596 IWORQ | | | | |
| 197656 | 2022/2023 Code Enforcement Software | 05/25/2022 | 4,000.00 | 100-50-5243-3-38 |
| 197656 | 2022/2023 Bldg Permit Software | 05/25/2022 | 2,000.00 | 230-30-5241-3-38 |
| Total 16596 IWORQ: | | | 6,000.00 | |
| 16663 JOHN FABICK TRACTOR CO | | | | |
| PIMK0186030 | glass - change out glass on cab | 05/20/2022 | 164.37 | 100-70-5411-3-36 |
| Total 16663 JOHN FABICK TRACTOR CO: | | | 164.37 | |
| 16826 JUDSONS LLC | | | | |
| 5-31-22 | CDA Grant Reimbursement - 416 E Main St | 05/31/2022 | 5,000.00 | 405-70-5436-3-38 |
| Total 16826 JUDSONS LLC: | | | 5,000.00 | |
| 17175 KWIK TRIP STORES | | | | |
| PD-APRIL2022 | Police Dept monthly fuel - April 2022 | 05/30/2022 | 3,213.69 | 100-40-5212-3-38 |
| FD-APRIL2022 | Fire dept monthly fuel - April 2022 | 05/30/2022 | 441.51 | 100-50-5232-3-38 |
| DPW-APRIL2022 | DPW monthly fuel purchases - April 2022 | 05/30/2022 | 3,806.01 | 100-70-5411-3-38 |
| DPW-APRIL2022 | DPW monthly fuel purchases - April 2022 | 05/30/2022 | 435.63 | 700-10-5192-3-38 |
| DPW-APRIL2022 | DPW monthly fuel purchases - April 2022 | 05/30/2022 | 62.58 | 700-10-5193-3-36 |
| Total 17175 KWIK TRIP STORES: | | | 7,959.42 | |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|--|---|--------------|------------|------------------|
| 17400 LEAGUE OF WI MUNICIPALITIES | | | | |
| 84555 | Basics of Budgeting Webinar - Greenfield | 05/25/2022 | 95.00 | 100-10-5153-3-37 |
| Total 17400 LEAGUE OF WI MUNICIPALITIES: | | | 95.00 | |
| 17740 LIDTKE MOTORS INC. | | | | |
| C163498 | repairs to 2016 Ford - PD | 05/23/2022 | 1,168.34 | 100-40-5212-3-36 |
| Total 17740 LIDTKE MOTORS INC.: | | | 1,168.34 | |
| 17759 LIFESTAR EMERGENCY MEDICAL | | | | |
| 21-0098 | ACLS Service May 2022 | 06/01/2022 | 5,500.00 | 100-10-5255-3-38 |
| Total 17759 LIFESTAR EMERGENCY MEDICAL: | | | 5,500.00 | |
| 17827 LITE 11 LLC | | | | |
| 1531 | Fenix siren light control/install | 05/25/2022 | 390.00 | 100-40-5211-3-36 |
| Total 17827 LITE 11 LLC : | | | 390.00 | |
| 18009 MSA PROFESSIONAL SERVICES INC. | | | | |
| R00212056.0-87 | 2022 CWC Master SWMP Review | 05/27/2022 | 618.80 | 100-13840 |
| R00212056.0-87 | BIL Grant Application Per City Staff | 05/27/2022 | 170.00 | 100-70-5420-3-38 |
| R00212056.0-87 | Cost Estimate for Grove, Park, & Roosevelt St | 05/27/2022 | 680.00 | 100-70-5420-3-38 |
| R00212096.0-33 | Rock/Newton Final Site Walk Thru-Inv 33 | 05/27/2022 | 1,077.90 | 400-70-5436-8-00 |
| R00212132.0-2 | Bayberry Lane Extension TID 9 | 05/27/2022 | 3,549.00 | 419-70-5436-8-00 |
| R00212130.0-4 | Wilson & Shaler Drive Extension Project-CSM/Drafting | 05/27/2022 | 645.00 | 419-70-5436-8-00 |
| R00212056.0-87 | Baptist Church Grading Evaluation | 05/27/2022 | 90.00 | 700-10-5192-3-38 |
| Total 18009 MSA PROFESSIONAL SERVICES INC.: | | | 6,830.70 | |
| 19032 MICK FISCHER TROPHY & ENGRAVING | | | | |
| 2284 | name plate - Siebers | 05/31/2022 | 20.00 | 100-10-5110-3-38 |
| Total 19032 MICK FISCHER TROPHY & ENGRAVING: | | | 20.00 | |
| 20349 NEUMAN POOLS INC | | | | |
| 6459 | replace sensor | 05/26/2022 | 485.29 | 100-20-5523-3-36 |
| Total 20349 NEUMAN POOLS INC: | | | 485.29 | |
| 21357 PETERSEN, JENNIFER | | | | |
| 6-9-22 | MILEAGE - FDL - picked up election day ballots/documen | 06/09/2022 | 23.40 | 100-10-5142-3-37 |
| 6-9-22/2 | MILEAGE - FDL - Dropped of 6-7-22 election day ballots/ | 06/09/2022 | 23.40 | 100-10-5142-3-37 |
| Total 21357 PETERSEN, JENNIFER: | | | 46.80 | |
| 21450 PETTY CASH-CITY HALL | | | | |
| 6-9-22/2 | card - Steinbach | 06/09/2022 | 5.26 | 100-10-5110-3-38 |
| 6-9-22 | start up drawer for Park Program 2022 | 06/09/2022 | 150.00 | 100-11801 |
| 6-9-22/2 | work permit reimbursement - Schuringa | 06/09/2022 | 10.00 | 100-20-5525-3-38 |
| 6-9-22/2 | work permit reimbursement - Krueger | 06/09/2022 | 10.00 | 100-20-5525-3-38 |
| Total 21450 PETTY CASH-CITY HALL: | | | 175.26 | |
| 21665 PIGGLY WIGGLY DISCOUNT FOODS | | | | |
| 0249 | break room supplies - garage | 06/02/2022 | 55.20 | 100-70-5410-3-38 |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|---|---|--------------|------------|------------------|
| Total 21665 PIGGLY WIGGLY DISCOUNT FOODS: | | | 55.20 | |
| 21689 PINES BACH LLP | | | | |
| 221314 | Development Agreement | 06/01/2022 | 702.00 | 419-70-5436-8-00 |
| Total 21689 PINES BACH LLP: | | | 702.00 | |
| 21790 PIT-STOP PORTABLES | | | | |
| A-128979 | Pine Street Park Port a Potty | 05/27/2022 | 150.50 | 100-20-5525-3-38 |
| Total 21790 PIT-STOP PORTABLES: | | | 150.50 | |
| 21805 PITNEY BOWES | | | | |
| 3315735188 | lease for mail machine - City Hall | 05/27/2022 | 521.52 | 100-10-5141-3-36 |
| 3315743801 | lease for mail machine - PD | 05/27/2022 | 171.60 | 100-40-5211-3-33 |
| Total 21805 PITNEY BOWES: | | | 693.12 | |
| 21896 PLUIM, JOAN | | | | |
| 6-9-22 | 6-7-22 election | 06/09/2022 | 142.10 | 100-10-5142-1-10 |
| Total 21896 PLUIM, JOAN: | | | 142.10 | |
| 22324 PURCHASE POWER | | | | |
| 6-9-22 | refill postage machine | 06/06/2022 | 500.00 | 100-16210 |
| Total 22324 PURCHASE POWER: | | | 500.00 | |
| 22350 QUALITY AGGREGATE LLC | | | | |
| 3175 | base - install storm sewer to open lots | 05/23/2022 | 609.73 | 405-70-5436-8-00 |
| Total 22350 QUALITY AGGREGATE LLC: | | | 609.73 | |
| 23038 ROCK RIVER COALITION | | | | |
| 2022 | 2022 membership fee | 06/09/2022 | 125.00 | 100-70-5420-3-34 |
| Total 23038 ROCK RIVER COALITION: | | | 125.00 | |
| 23173 SSM HEALTH AT WORK | | | | |
| 36953 | Warner Physical | 06/01/2022 | 346.00 | 100-40-5215-3-37 |
| Total 23173 SSM HEALTH AT WORK: | | | 346.00 | |
| 23224 SAN-A-CARE, INC | | | | |
| 572571 | Glisten Bowl Cleaner | 06/01/2022 | 67.92 | 100-70-5410-3-36 |
| 571912 | Glisten Bowl Cleaner | 05/27/2022 | 31.52 | 100-70-5410-3-36 |
| 572092 | Glisten Bowl Cleaner | 05/27/2022 | 63.04 | 100-70-5410-3-36 |
| Total 23224 SAN-A-CARE, INC: | | | 162.48 | |
| 23557 SERWE IMPLEMENT | | | | |
| 9080 | replace bearing & adjusting rod | 06/01/2022 | 566.22 | 100-70-5411-3-36 |
| Total 23557 SERWE IMPLEMENT: | | | 566.22 | |
| 24108 STAPLES CREDIT PLAN | | | | |
| 6-9-22 | share of office supplies | 05/15/2022 | 11.37 | 100-10-5131-3-30 |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|--|---|--------------|------------|------------------|
| 6-9-22 | share of office supplies | 05/15/2022 | 11.38 | 100-10-5141-3-30 |
| 6-9-22 | License cardstock paper | 05/15/2022 | 64.97 | 100-10-5141-3-30 |
| 6-9-22 | election supplies | 05/15/2022 | 11.79 | 100-10-5142-3-38 |
| 6-9-22 | share of office supplies | 05/15/2022 | 11.37 | 100-10-5191-3-30 |
| 6-9-22 | share of office supplies | 05/15/2022 | 11.38 | 100-20-5513-3-30 |
| 6-9-22 | share of office supplies | 05/15/2022 | 11.38 | 100-70-5420-3-30 |
| 6-9-22 | share of office supplies | 05/15/2022 | 11.38 | 100-80-5670-3-30 |
| 6-9-22 | Cardstock for Building Inspector | 05/15/2022 | 23.49 | 230-30-5241-3-30 |
| Total 24108 STAPLES CREDIT PLAN: | | | 168.51 | |
| 24200 STEALTH | | | | |
| 5671 | Pest control services - Pool | 05/24/2022 | 310.00 | 100-70-5410-3-36 |
| 5670 | Pest control services - Library | 05/24/2022 | 295.00 | 100-70-5410-3-36 |
| 5731 | Pest control services - City Hall | 06/01/2022 | 315.00 | 100-70-5410-3-36 |
| 5730 | Pest control services - City Garage | 06/01/2022 | 300.00 | 100-70-5410-3-36 |
| Total 24200 STEALTH: | | | 1,220.00 | |
| 24291 STEINBACH, RICHARD | | | | |
| 6-9-22 | board of review 6-7-22 meet & ajourn | 06/09/2022 | 75.00 | 100-30-5152-1-10 |
| Total 24291 STEINBACH, RICHARD: | | | 75.00 | |
| 24350 STICKS AND STONES | | | | |
| 13061 | terrace clean-up 908 Pleasant & 621 Watertown | 05/25/2022 | 190.00 | 100-70-5613-3-38 |
| Total 24350 STICKS AND STONES: | | | 190.00 | |
| 24400 STOBBS PLUMBING & HEATING, INC. | | | | |
| 13459 | repaired backflow at city hall/parts for aquatic center/teste | 05/24/2022 | 1,386.75 | 100-70-5410-3-36 |
| 13475 | installed bubbler at city garage | 05/27/2022 | 1,225.00 | 100-70-5412-3-36 |
| Total 24400 STOBBS PLUMBING & HEATING, INC.: | | | 2,611.75 | |
| 24534 SUNBELT RENTALS | | | | |
| 125876845-0001 | Rental of skid steer & harley rake - CWC dirt & seeding | 05/12/2022 | 753.49 | 100-70-5411-3-38 |
| Total 24534 SUNBELT RENTALS: | | | 753.49 | |
| 25061 TIPTON, ALEXANDRA | | | | |
| 6-9-22 | meal reimbursement - training | 06/09/2022 | 11.75 | 100-40-5212-3-37 |
| Total 25061 TIPTON, ALEXANDRA: | | | 11.75 | |
| 25249 TRACTOR SUPPLY CREDIT PLAN | | | | |
| 6-9-22 | trail camera for city park/batteries | 05/30/2022 | 216.97 | 100-70-5410-3-38 |
| 6-9-22 | ATV inner tube - rear tire | 05/30/2022 | 36.99 | 100-70-5411-3-36 |
| 6-9-22 | ATV inner tube | 05/30/2022 | 36.99 | 100-70-5411-3-36 |
| 6-9-22 | tRV tube | 05/30/2022 | 29.99 | 100-70-5411-3-36 |
| 6-9-22 | recovery strap with shackle | 05/30/2022 | 17.99 | 100-70-5411-3-36 |
| 6-9-22 | hand winch/trailer utility rack/jack caster wheel/bolt on jac | 05/30/2022 | 359.96 | 100-70-5411-3-36 |
| Total 25249 TRACTOR SUPPLY CREDIT PLAN: | | | 698.89 | |
| 25445 TRUCK COUNTRY | | | | |
| X202701460:01 | particulate filter rusted out | 05/13/2022 | 4,454.31 | 100-70-5411-3-36 |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|---|---|--------------|------------|------------------|
| Total 25445 TRUCK COUNTRY: | | | 4,454.31 | |
| 25450 TRU CLEANERS LLC | | | | |
| CW060122 | cleaning service for City of Waupun - for May 2022 | 06/09/2022 | 4,052.81 | 100-70-5410-3-38 |
| CW060122-A | additional cleaning service due to Covid-19 - for May 202 | 06/09/2022 | 480.00 | 100-70-5410-3-38 |
| Total 25450 TRU CLEANERS LLC: | | | 4,532.81 | |
| 25760 US CELLULAR | | | | |
| 0509131011 | Clerk cell phone - May 2022 | 05/16/2022 | 68.93 | 100-10-5141-3-31 |
| 0509131011 | Economic Developer/Administrator cell phone - May 2022 | 05/16/2022 | 45.63 | 100-10-5191-3-31 |
| 0509131011 | Kast Hotspot #190 - May 2022 | 05/16/2022 | 69.64 | 100-10-5197-3-31 |
| 0509131011 | Recreation cell phone - May 2022 | 05/16/2022 | 83.93 | 100-20-5513-3-31 |
| 0509131011 | DPW Director/Foreman monthly cell phone - May 2022 | 05/16/2022 | 76.28 | 100-70-5420-3-31 |
| 0509131011 | Library monthly cell - May 2022 | 05/16/2022 | 45.63 | 210-60-5511-3-31 |
| Total 25760 US CELLULAR: | | | 390.04 | |
| 26042 VANDE ZANDE & KAUFMAN, LLP | | | | |
| 13741 | Traffic monthly attorney fees - May 2022 | 06/01/2022 | 255.00 | 100-10-5161-3-38 |
| MAY2022 | monthly City Attorney Fees - May 2022 | 06/09/2022 | 2,100.00 | 100-10-5161-3-38 |
| MAY2022 | United Coop Project Legal Fees - May 2022 | 06/09/2022 | 3,430.00 | 419-70-5436-8-00 |
| Total 26042 VANDE ZANDE & KAUFMAN, LLP: | | | 5,785.00 | |
| 26465 VON BRIESEN & ROPER, S.C. | | | | |
| 392438 | Personnel Issues - April 2022 | 05/23/2022 | 3,906.00 | 100-10-5143-3-38 |
| Total 26465 VON BRIESEN & ROPER, S.C.: | | | 3,906.00 | |
| 26740 WAUKESHA CTY TECH COLLEGE | | | | |
| 000347539 | Tuition fees - Dumke/Tipton | 05/26/2022 | 132.70 | 100-40-5212-3-37 |
| Total 26740 WAUKESHA CTY TECH COLLEGE: | | | 132.70 | |
| 26790 WAUPUN AREA ANIMAL SHELTER,INC | | | | |
| JUNE2022 | Monthly Contract - June 2022 | 06/09/2022 | 1,000.00 | 100-40-5343-3-38 |
| Total 26790 WAUPUN AREA ANIMAL SHELTER,INC: | | | 1,000.00 | |
| 27450 WAUPUN UTILITIES | | | | |
| 5540 | WPPI support - May 2022 | 05/31/2022 | 270.25 | 100-10-5197-3-38 |
| 6-9-22 | Refund 2021 Water Utility Pilot Overpayment | 06/09/2022 | 18,883.00 | 100-21100 |
| 5527 | Verizon Charges - DPW I-pads - May 2022 | 05/31/2022 | 57.99 | 100-70-5420-3-31 |
| Total 27450 WAUPUN UTILITIES: | | | 19,211.24 | |
| 27907 WEBER, DYLAN | | | | |
| 6-9-22 | Board of Review 6-7-22 meet & ajourn | 06/09/2022 | 75.00 | 100-30-5152-1-10 |
| Total 27907 WEBER, DYLAN: | | | 75.00 | |
| 27935 WELLS FARGO PAYMENT REMITT. | | | | |
| ANGIE-MAR22/APR22 | Envision Greater FDL Annual meeting | 05/30/2022 | 240.00 | 100-10-5110-3-37 |
| ANGIE-MAR22/APR22 | Kwik Trip - Election supplies 4-5-22 | 05/30/2022 | 88.49 | 100-10-5142-3-38 |
| ANGIE-MAR22/APR22 | Kwik Trip - Election supplies 4-5-22 | 05/30/2022 | 22.39 | 100-10-5142-3-38 |
| KATHY-MAR22/APR22 | Microsoft Online Services - March 2022 | 05/30/2022 | 192.00 | 100-10-5197-3-38 |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|--|--|--------------|------------|------------------|
| KATHY-MAR22/APR22 | Rens Floral - gift from city to Mayor Nickel | 05/30/2022 | 52.69 | 100-10-5534-3-38 |
| JEREMY-APR22 | Staples - LED monitor | 05/30/2022 | 139.99 | 100-40-5211-3-30 |
| SCOTT-APR22 | Pizza Ranch - Salvation Army meeting | 05/30/2022 | 14.75 | 100-40-5211-3-37 |
| SCOTT-APR22 | DOT - DMV - Registration Fees | 05/30/2022 | 6.12 | 100-40-5211-3-38 |
| BJ-MAR22/APR22 | Amazon - signing pad for EMR reports - FD | 05/30/2022 | 104.50 | 100-50-5230-3-38 |
| BJ-MAR22/APR22 | Amazon - door wedges - FD | 05/30/2022 | 82.45 | 100-50-5230-3-38 |
| BJ-MAR22/APR22 | Amazon - rack for O2 bottles | 05/30/2022 | 36.29 | 100-50-5230-3-38 |
| BJ-MAR22/APR22 | WSFCA Annual Conf | 05/30/2022 | 440.00 | 100-50-5231-3-37 |
| BJ-MAR22/APR22 | Seek Thermal - replace battery in TIC | 05/30/2022 | 50.00 | 100-50-5232-3-36 |
| BJ-MAR22/APR22 | Amazon - door wedges - FD | 05/30/2022 | 164.90 | 100-50-5232-3-38 |
| JEFF-MAR22/APR22 | Filtration Services - clips for hailstop on library roof | 05/30/2022 | 53.85 | 100-70-5410-3-36 |
| JEFF-MAR22/APR22 | Northern Tool & Equip - membership | 05/30/2022 | 39.99 | 100-70-5410-3-36 |
| JEFF-MAR22/APR22 | Marquette Univ - foundation subscription | 05/30/2022 | 155.00 | 100-70-5420-3-34 |
| BRET-APR22 | Spectrum Bill - library | 05/30/2022 | 179.97 | 210-60-5511-3-31 |
| PAM-APR22 | Ancestry Database - library | 05/30/2022 | 209.95 | 210-60-5511-3-42 |
| Total 27935 WELLS FARGO PAYMENT REMITT.: | | | 2,273.33 | |
| 28443 WI DEPT OF AGRICULTURE | | | | |
| 115-0000026105 | Weights/Measures inspection contract | 05/31/2022 | 2,800.00 | 100-10-5246-3-38 |
| Total 28443 WI DEPT OF AGRICULTURE: | | | 2,800.00 | |
| 28600 WI DEPT OF JUSTICE | | | | |
| G3369-MAY22 | G3369 - background checks - May 2022 | 06/01/2022 | 1,015.00 | 100-40-5213-3-38 |
| Total 28600 WI DEPT OF JUSTICE: | | | 1,015.00 | |
| 29749 WM CORPORATE SERVICES INC | | | | |
| 0023466-2321-4-JUNE22 | Aquatic Center Trash - June 2022 | 06/02/2022 | 154.74 | 100-20-5523-3-36 |
| 0023466-2321-4-JUNE22 | Aquatic Center Recycling - June 2022 | 06/02/2022 | 46.29 | 100-20-5523-3-36 |
| 0023466-2321-4-JUNE22 | Residential Recycling - June 2022 - including fuel/enviorn | 06/02/2022 | 10,188.67 | 420-70-5436-3-38 |
| 0023466-2321-4-JUNE22 | Residential Trash - June 2022 - including fuel/enviornmen | 06/02/2022 | 39,082.32 | 425-70-5476-3-38 |
| Total 29749 WM CORPORATE SERVICES INC: | | | 49,472.02 | |
| 29875 W.W. ELECTRIC MOTORS, INC. | | | | |
| F119471 | repair pool pump not running | 05/25/2022 | 316.60 | 100-20-5523-3-36 |
| WPN12476 | mounting base - repair foundation | 05/25/2022 | 95.00 | 100-20-5525-3-36 |
| Total 29875 W.W. ELECTRIC MOTORS, INC.: | | | 411.60 | |
| 29900 ZARNOTH BRUSH WORKS, INC. | | | | |
| 0189633-IN | tube broom | 05/23/2022 | 482.00 | 700-10-5192-3-36 |
| Total 29900 ZARNOTH BRUSH WORKS, INC.: | | | 482.00 | |
| 300119 BISHOP, ROHN | | | | |
| 6-9-22 | Reimbursement for Cell Phone - June 2022 | 06/09/2022 | 40.00 | 100-10-5131-3-31 |
| 6-9-22/2 | 6-7-22 Meet & Ajourn - Bd of Rev | 06/09/2022 | 40.00 | 100-30-5152-1-10 |
| Total 300119 BISHOP, ROHN: | | | 80.00 | |
| 300187 TOP PACK DEFENSE LLC | | | | |
| 8332 | clothing allowance - Kearns | 05/17/2022 | 99.98 | 100-12634 |
| 8356 | clothing allowance - Hraban | 05/16/2022 | 259.20 | 100-12634 |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|---|--------------------------------------|--------------|------------|------------------|
| Total 300187 TOP PACK DEFENSE LLC: | | | 359.18 | |
| 300193 SALAMONE SUPPLIES | | | | |
| 160034 | Building Supplies | 04/13/2022 | 292.68 | 100-70-5410-3-36 |
| Total 300193 SALAMONE SUPPLIES: | | | 292.68 | |
| 300202 HUZARD SYSTEMS | | | | |
| 18754 | In vehicle adapter | 05/25/2022 | 126.00 | 100-40-5212-3-38 |
| Total 300202 HUZARD SYSTEMS: | | | 126.00 | |
| 300208 WARRIOR FABRICATION | | | | |
| 94949603-0001 | banner - PD | 06/03/2022 | 70.00 | 100-40-5212-3-38 |
| Total 300208 WARRIOR FABRICATION: | | | 70.00 | |
| 300213 WOLVERINE FIREWORKS DISPLAY INC | | | | |
| 6-9-11 | Celebrate Waupun 2022 - Final | 06/09/2022 | 2,500.00 | 100-10-5534-3-38 |
| 6-9-11 | Celebrate Waupun 2022 - Final | 06/09/2022 | 5,000.00 | 100-13850 |
| Total 300213 WOLVERINE FIREWORKS DISPLAY INC: | | | 7,500.00 | |
| 300226 HARMSEN, JAN | | | | |
| 6-9-22 | Board of Review 6-7-22 meet & ajourn | 06/09/2022 | 75.00 | 100-30-5152-1-10 |
| Total 300226 HARMSEN, JAN: | | | 75.00 | |
| Grand Totals: | | | 229,769.01 | |

Report GL Period Summary

| GL Period | Amount |
|---------------|------------|
| 06/22 | 192,695.08 |
| 05/22 | 37,073.93 |
| Grand Totals: | 229,769.01 |

Vendor number hash: 4761515
 Vendor number hash - split: 6790987
 Total number of invoices: 128
 Total number of transactions: 231

| Terms Description | Invoice Amount | Discount Amount | Net Invoice Amount |
|-------------------|----------------|-----------------|--------------------|
| Open Terms | 229,769.01 | .00 | 229,769.01 |
| Grand Totals: | 229,769.01 | .00 | 229,769.01 |

| Terms Description | Invoice Amount | Discount Amount | Net Invoice Amount |
|-------------------|----------------|-----------------|--------------------|
|-------------------|----------------|-----------------|--------------------|

Report Criteria:
Invoice Detail.Input date = 05/30/2022,05/31/2022,06/06/2022-06/09/2022

2022-2023 Combination Licenses

| <u>BUSINESS</u> | <u>BUSINESS NAME</u> | <u>SODA</u> | <u>DAIRY</u> | <u>TOBACCO</u> | <u>AMUSEMENT</u> | <u>JUNK DEALERSHIP</u> |
|---|-------------------------------|-------------|--------------|----------------|------------------|------------------------|
| Alcatraz Pub LLC | Kibb's Pub | X | | X | X | |
| Alcatraz Pub LLC | The Legion Bar | X | | | X | |
| Alter Metal Recycling | | X | | | | X |
| Aronson Recycling | | | | | | X |
| Badgerland Youth for Christ | Badgerland Youth for Christ | X | | | | |
| Baymont by Wyndham | | X | | | | |
| Central Wisconsin Christian School | | X | X | | | |
| Chang Jiang | | X | | | | |
| City of Waupun - Waupun Family Aquatic Center | | X | | | | |
| CND Specialties | Wild Goose Café | X | X | | X | |
| CND Specialties | Heritage Ridge Travel Plaza | X | X | X | | |
| Condon Oil Co | Waupun Ultimart | X | X | X | | |
| Condon Oil Co | A & W | X | X | | X | |
| DolgenCorp LLC | Dollar General Store #6554 | X | X | X | | |
| Dollar Tree Stores Inc | Dollar Tree #6801 | X | X | | | |
| East Main Foods | Piggly Wiggly | X | X | X | | |
| Go-Dutch Kitchen LLC | Go-Dutch Solutions | X | X | | | |
| Guth's Candy LLC | Guth's Candy | X | X | | | |
| Inn Town Motel | | X | | | | |
| Jimmy Johns | | X | | | | |
| Judson's LLC | Judsons | X | | | X | |
| Knights of Columbus | | X | | | | |
| Kwik Trip Inc | Kwik Trip 651 | X | X | X | | |
| Los Ramos Mexican Restaurant LLC | Los Ramos Mexican Restaurant | X | X | | | |
| Marshview Hospitality LLC | AmericInn by Wyndham | X | X | | | |
| Martens Farm & Home | Martens Farm & Home | X | | | | |
| Mateo's Café & Restaurant LLC | Mateo's Café & Restaurant | X | X | | | |
| Meadowview Primary | | X | | | | |
| Mike's Wild Boar Liquor Store LLC | Mike's Wild Boar Liquor Store | X | | X | | |
| National Rivet | | X | | | | |
| Our Bar | | X | | X | X | |
| Redbox Automated Retail LLC | | | | | X | |
| River View Hospitality LLC | Bridges at the Rock | X | X | X | | |
| Rock River Intermediate | | X | | | | |
| Route 41 Pizza LLC | Domino's Pizza #2109 | X | | | | |
| SG Mayville LLC | Waupun Mart | X | X | X | X | |
| Snow Links LLC | Snow Links | X | | | X | |
| Spring Street Burgers Inc | Culvers | X | X | | | |
| The Brittain House LLC | Brittain House | X | X | | X | |
| The Other Bar | | X | X | | X | |
| Thirsty Marlins LLC | Thirsty Marlins | X | | | X | |
| Tony's Pizza LLC | Tony's Pizza | X | X | | | |
| Travel Mart Inc | Marshland Travel Mart | X | X | X | | |
| Walgreen Co | Walgreens #11649 | X | X | X | | |
| Waupun Area Junior Senior High School | | X | X | | | |
| Waupun Baseball Club - Home Ave | American Legion Baseball | X | | | | |
| Waupun Baseball Club - Lincoln St | American Legion Baseball | X | | | | |
| Waupun Girls Softball | | X | X | | | |
| Waupun Hockey Association | | X | | | | |
| Waupun Little League | | X | | | | |
| Waupun Memorial Hospital | | X | X | | | |
| Wildo Corporation | Holliday Food & Sport | X | X | X | | |
| Wild's Subs Inc | Waupun Subway | X | X | | | |
| Wind & Unwined LLC | Wind & Unwined | X | | | | |



MINUTES
CITY OF WAUPUN ZONING BOARD OF APPEALS
Waupun City Hall – 201 E. Main Street, Waupun WI
Monday, December 6, 2021 at 4:30 PM

CALL TO ORDER

Chairman Westphal called the In-house & Virtual Zoning Board of Appeals meeting at 4:30 p.m.

ROLL CALL

Members present: Jason Westphal, Mark Nickel, Patricia Beyer, Dylan Weber, and Rick Vanthoff

Absent: Derek Minnema

Also in attendance were Mayor Julie Nickel, John Scheuers, United Cooperative, Nate Scheuers, United Cooperative, Susan Leahy, Zoning Administrator & Kathy Schlieve, Administrator

PERSONS WISHING TO ADDRESS THE ZONING BOARD OF APPEAL--State name, address, and subject of comments. (2 Minutes)

No persons appeared.

FUTURE MEETINGS AND GATHERING INVOLVING THE ZONING BOARD OF APPEAL

No future meetings as of now, but remain the 1st Monday of the month. Should a meeting be required in January, it will be scheduled for Monday, January 10, 2022 and January 3rd is a Holiday.

CONSIDERATION - ACTION

1. Motion by Vanthoff, second by Nickel to approve the October 11, 2021 Zoning Board of Appeals meeting minutes.
5 Ayes, 0 Nays. Motion carried unanimously
2. Public Hearing – Westphal read request to discuss/approve a variance request from United Cooperative, Parcel No292-1315-0842-001.
 - Schlieve addressed the board regarding the proposed Agri-Business project that United Cooperative is undertaking on the 78-acre parcel on the south side of Waupun.
 - Scheuers, United Cooperative, then addressed the board stating they will be building a “State-of-the-Art” Feed Mill and Storage Facility. The elevator legs and conveyors will require a height of 240 feet above grade which exceeds the 65-foot maximum height. We could work with 235 feet but want the additional 5 feet due to the undetermined depth of the rock.
 - Schlieve stated the variance is for the height. She has spoken with BJ Demaa, Fire Chief regarding the height and he stated that it is no different than the other operations in the City. A fire pre plan of high area rescue teams must be in place prior to operations commencing.
 - Motion by Weber to approve the variance as written. Vanthoff 2nd.
 - Westphal closed the public hearing.
 - Westphal asked if there were any questions.
 - Nickel asked if there were any complaints/concerns received
 - Scott DeYoung addressed via Zoom that he had gone over his concerns prior to the meeting.
 - Schlieve and Leahy both stated no.
 - Scheuers stated it will be a 24 month project and would like to starting earthwork this winter and starting construction in April. Still need to get the economic agreement in place.
 - Vanthoff asked how many of these facilities do they currently have in place.
 - Scheuers responded that they currently have 6 facilities.
 - Westfall stated a motion was made by Weber to accept the variance as written with a 2nd by Vanthoff.
 - Roll Call
 - Nickel – Aye

- Beyer – Aye
- Weber – Aye
- Vanthoff – Aye
- Westphal – Aye
 - 5 Ayes, 0 Nays Motion Carried unanimously

ADJOURNMENT

Motion by Nickel, seconded by Vanthoff to adjourn the meeting at 4:43 pm. Motion carried.

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.



MINUTES
CITY OF WAUPUN ECONOMIC DEVELOPMENT
COMMITTEE MEETING
Video, Teleconference, and In Person (Waupun City
Hall-201 E. Main Street, Waupun WI)
Tuesday, February 22, 2022 at 4:30 p.m.

Committee Members Present:

Steve Brooks Waupun Utilities
Rohn Bishop (arrived at 4:33 p.m.) City Council
Jim Cleveland Envision Greater Fond du Lac
Pete Kaczmarski..... City Council
Julie Nickel Mayor
Jason Westphal City Council

Staff Present:

Jeff Daane Public Works Director
Michelle Kast Finance Director
Kathy Schlieve Administrator
Sarah Van Buren Community & Economic Development Coordinator
Dan VandeZande City Attorney

CALL TO ORDER:

Mr. Kaczmarski called the meeting of the Economic Development Committee meeting to order at 4:31 p.m.

ROLL CALL OF BOARD MEMBERS:

Roll call and quorum determined.

PUBLIC COMMENT:

None.

CONSIDER APPROVAL OF THE FOLLOWING AGENDA ITEMS:

1. Approval of Agenda/Motion to Deviate

A motion to approve the agenda was made by Mr. Westphal and seconded by Mayor Nickel, passing unanimously.

2. Approval of December 28, 2021 Economic Development Committee Minutes

A motion to approve the December 28, 2021 Economic Development Committee minutes was made by Mr. Westphal and seconded by Mayor Nickel, passing unanimously.

Mr. Bishop arrived at 4:33 p.m.

3. Approval of December 28, 2021 Economic Development Committee Closed Session Minutes

A motion to approve the December 28, 2021 Economic Development Committee Closed Session minutes was made by Mayor Nickel and seconded by Mr. Westphal, passing unanimously.

ADJOURN TO CLOSED SESSION:

A motion was made by Mayor Nickel and seconded by Mr. Westphal to adjourn into closed session under Section 19.85 (1) of the WI Statutes for: *Julie/Jason - approved*

(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Motion was unanimously approved.

4. Investing Public Funds to Support Development of City-Owned Land in TID 7

5. Investing Public Funds in Waupun Industrial Park

RECONVENE TO OPEN SESSION

A motion was made by Mr. Bishop and seconded by Mayor Nickel to reconvene in open session under Section

19.85(2) of the WI Statutes. Motion unanimously approved.

ACTION FROM CLOSED SESSION

None

ADVANCED PLANNING:

6. Potential Agenda Items

- Will be determined, as needed.

7. Date of Next Scheduled Meeting

The next meeting will be March 29, 2022 at 4:30 p.m. Due to the pace of opportunities presented, the members are willing to be flexible with future meeting dates and times.

ADJOURNMENT

The motion to adjourn was made by May Nickel and seconded by Mr. Westphal, passing unanimously. The meeting adjourned at 5:54 p.m.



MINUTES
CITY OF WAUPUN POLICE & FIRE COMMISSION (PFC)
Waupun Safety Building – 16 E. Main Street, Waupun WI
Monday May 9, 2022 at 4:30pm

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.

CALL TO ORDER

Meeting convened at 4:31pm by PFC President in the Waupun Safety Building.

ROLL CALL

Present: John Bett, Teresa Heidemann, Tara Rhodes, Michael Thurmer, Nancy Vanderkin (City Council Liaison)

Guests: N/A

Member(s) absent (excused): N/A

CLOSED SESSION

The Waupun Police and Fire Commission adjourned to closed session under Section 19.85 (1)(c) of the WI Statutes to discuss personal issues:

(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

Motion to go into Closed Session at 4:32pm was made by J. Bett (second by T. Heidemann; all in favor).

OPEN SESSION

The Waupun Police and Fire Commission reconvened in open session under Section 19.85(2) of the WI Statutes at 5:19pm after motion from T. Rhodes (second by J. Bett; all in favor).

ACTION FROM CLOSED SESSION

No action.

FUTURE MEETINGS AND GATHERING INVOLVING THE POLICE AND FIRE COMMISSION

Next Commission meeting is to-be-scheduled (the Commission meets quarterly, at minimum).

If necessary, please send any agenda requests to Chiefs BJ DeMaa or S. Loudon so appropriate preparation(s) can be made.

ADJOURNMENT

Motion to adjourn meeting at 5:20pm made by J. Bett (second by T. Rhodes; all in favor).

Respectfully submitted,
Tara Rhodes, Secretary

Cc: Commission members; WFD Chief; WPD Chief, Deputy Chief & Admin./Records; City of Waupun Mayor, Administrator / Director of Economic Development & City Clerk.



MINUTES
CITY OF WAUPUN COMMON COUNCIL
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, May 10, 2022 at 5:30 PM

CALL TO ORDER

Mayor Bishop called the meeting to order at 5:32pm.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION

Pledge of Allegiance is heard, followed by a moment of silence.

ROLL CALL

Council in attendance on roll call is:

In-Person: Mayor Bishop, Alderman Westphal, Alderman Kaczmarek, Alderman Matoushek, Alderman Vanderkin

Members absent and excused: Alderman Langford

Management Staff present is:

In-Person: Clerk Hull, Attorney VandeZande, Administrator Schlieve, General Utility Manager Brooks

Virtually: Library Director Jaeger, Police Chief Loudon

Staff absent and excused: Recreation Director Kaminski, Director of Public Works Daane, Finance Director Kast, Utility Finance Director Stanek, Fire Chief Demaa

Audience in attendance is:

In-Person: None

Virtual: Andrea Jansen of Baker Tilly

Media: None

CLOSED SESSION

At 5:34pm, motion Vanderkin, second Matoushek to adjourn in closed session under Section 19.85 (1) (e) (g) of the WI Statutes for negotiations of funds to invest in Waupun Industrial Park. Motion carried 4-0.

OPEN SESSION

At 6:19pm, Motion Matoushek, second Westphal to reconvene to open session under Section 19.85(2) of the WI Statutes. Motion carried 4-0.

Additional Staff now joined the meeting:

In-Person: Public Works Director Daane, Fire Chief Demaa

Virtually: Library Director Jaeger, Police Chief Loudon

Audience in attendance is:

In-Person: Jaedon Buchholz, Steve Hill and Carrie Hintze of Waupun Area School District, Kyle Clark, Dan Siebers, Tracie Nichols

Media:

In-Person: Ken Thomas of the Daily Citizen

ACTION FROM CLOSED SESSION

No action in open session.

PERSONS WISHING TO ADDRESS COUNCIL

2. 2021 City of Waupun Audit Report- Baker Tilly US, LLP

Andrea Jansen, Partner of Baker Tilly, provides the 2021 audit report.

Motion Matoushek, second Westphal to accept the 2021 City of Waupun Audit Report. Motion carried 4-0 on roll call.

CONSENT AGENDA

Motion Vanderkin, second Matoushek to accept the consent agenda. Motion carried 4-0 on roll call.

MAYORAL CORRESPONDENCE/PRESENTATIONS

- 20. Economic Development Week - May 9-13**
- 21. National Peace Officer Memorial Day - May 15**
- 22. National Police Week - May 15-21, 2022**
- 23. National Public Works Week- May 15-21**

Mayor makes awareness of the department recognitions.

RESOLUTIONS AND ORDINANCES:

24. Ordinance to amend Ch.16 Zoning Code

This ordinance was a recommendation by the Plan Commission to update and revise Chapter 16, Zoning Code.

Motion Vanderkin, second Westphal to waive the first reading and adopt ordinance #22-02 to amend Chapter 16 Zoning code. Motion carried 4-0 on roll call.

CONSIDERATION - ACTION

25. Appointment of Police and Fire Commission Member

Motion Vanderkin, second Matoushek to appoint Bambi Buchholz to the Police and Fire Commission. Motion carried 4-0.

26. Body Worn Cameras-Portable Audio/Video Recorders Policy

Motion Matoushek, second Vanderkin to approve the Body Worn Cameras-Portable Audio/Video Recorders Policy. Motion carried 4-0.

27. IWorQ Service Agreement for Community Development (Department) and Permit Management-Plan Review

Motion Matoushek, second Kaczmariski to approve the IWorQ Service Agreement for Community Development (Department) and Permit Management-Plan Review. Motion carried 4-0 on roll call.

28. Waupun Area School District Updates

Steve Hill and Carrie Hintze of Waupun Area School District appear before Council with concerns with the District's budget. District is considering an election referendum in November 2022.

29. Appointment of Aldermanic District 5 Seat

Clerk Hull received three letters of interest for the Aldermanic District 5 seat. Hull reminds Council, interest letters are not a requirement. Any eligible resident of this District may appear before the Council for consideration. Justin Landaal who resides at 315 Rosewood provided a letter of interest but is unable to attend due to his employment. Mr. Landaal continues to wish to be considered. Other members of the audience that appeared before the Council for consideration are Dan Siebers of 163 Harmsen Avenue, Tracie Nichols of 704 W. Spring Street, and Kyle Clark 501 Brandon Street. Westphal states he spoke with Landaal prior to the meeting and Landaal stated, due to his work/overtime, he would be interested if no one else put in for running.

Motion Westphal, second Matoushek to nominate Siebers for the Aldermanic District 5 seat.

Motion Vanderkin, second Kaczmariski to nominate Clark f or the Aldermanic District 5 seat.

Motion Vanderkin, second Kaczmarski to close nominations. Motion carried 4-0.

Mayor issues voice roll call: Westphal votes Siebers, Kaczmarski votes Clark, Matoushek votes Siebers, and Vanderkin votes Clark for the Aldermanic District 5 seat. 2-2 tie.

Mayor Bishop breaks the tie and votes Siebers. Siebers will be offered the Oath of Office at a future date.

Siebers takes his seat at the council table.

30. Mayoral Appointments to Boards, Commissions, Committees

Motion Vanderkin, second Matoushek to accept the 2022-2023 Mayoral appointments to boards, commissions, and committees. Motion carried 4-0.

31. Open Meetings Law (Informational)

Attorney VandeZande provides information to the Council of walking quorum and open meetings law.

ADJOURNMENT

At 7:53pm, Motion Vanderkin, second Matoushek to call the meeting adjourned. Motion carried 4-0.

**Minutes of a Regular Meeting of the
Waupun Utilities Commission
Tuesday, May 17, 2022**

Meeting called to order by General Manager Brooks at 4:01 p.m.

Commissioners Daane, Heeringa, Homan, Kaczmarski, and Vanderkin were present. Mayor Bishop was present. Commissioners Thurmer and Westphal were absent with notice.

Motion made by Vanderkin, seconded by Daane and unanimously carried, to approve minutes from the April 11, 2022 meeting.

On motion by Kaczmarski, seconded by Vanderkin and unanimously carried, bills for month of April 2022 approved as presented.

On motion by Vanderkin, seconded by Homan and unanimously carried, year-to-date financial reports through March 2022 approved as presented. Electric operating income was \$128,000 or \$107,900 above budget from lower operating costs. Water operating income was \$210,500 or \$91,400 above budget from lower than budgeted operating expenses. Sewer operating income was \$27,200 or \$57,300 above budget largely due to controlling maintenance costs at the WWTF.

General Manager Brooks reported on electric outages, newly added services and current projects being completed. The first round of electric disconnections for non-payment went well in April, with minimal amount of disconnections completed. General Manager Brooks and Office & Customer Service Supervisor Benson participated in the Integrated Emergency Management Course held at the Rock April 25th-28th. The APPA National Conference is June 10th-15th, in Nashville; TN. General Manager Brooks received a scholarship through WPPI to attend.

Treatment Facilities and Operations Superintendent Schramm reported on testing completed at Water and Wastewater Treatment Facilities. All test results received passing results and no corrective action needed. Staff continues to do a great job making operational changes to accommodate construction at the Wastewater Treatment Facility all the while making sure processes continue to run smoothly at the facility. Distribution/collection crew completed installation of a temporary water service for customers on South Madison Street to allow less service interruptions of water during street construction. Treatment Facilities and Operations Superintendent Schramm commended the crew for their knowledge, experience and ability to complete the work and as quick as they did.

General Manager introduced visitor Dan Siebers, newly appointed Alderman – District 5. Dan gave an overview about himself and his past, also stating that he thinks each City Department that he met with has been gracious and have provided him with great information.

Alderman Jason Westphal received by Mayoral Appointment and Common Council approval to Utility Commission. Citizen Jeff Homan received by Mayoral Re-Appointment and Common Council approval for another 5-year term to Utility Commission.

Election of officers held. On nomination by Vanderkin, seconded by Homan, and unanimously carried, Joe Heeringa elected Commission President. On nomination by Vanderkin, seconded by Homan and unanimously carried, Nate Daane elected Vice President. General Manager Brooks remains secretary, with the option to designate minute taker.

Treatment Facilities and Operations Superintendent Schramm presented the 2021 Annual Water Quality Report. During 2021, the Utility had no violations of maximum contaminant levels or other water quality standards. Waupun Utilities continues to supply high quality water that meets or exceeds federal and state standards for health and safety. On motion by Homan, seconded by Kaczmarski, 2021 Annual Water Quality Report approved as presented.

General Manager Brooks presented proposed updates made to policy language related to hours of work and overtime. Current policy is unclear and needed revision to accommodate changes to operate more efficiently during certain times throughout the year. Motion by Kaczmariski, seconded by Daane, policy language updates approved related to hours of work and overtime.

Discussion was held regarding June 13, 2022 commission meeting. General Manager Brooks will be out of state attending the APPA National Conference at that time. Commission agreed no June meeting, unless time sensitive agenda items arise. In the event of no agenda items, the next commission meeting will be July 11, 2022.

On motion by Vanderkin, seconded by Homan and unanimously carried, meeting adjourned at 4: 59 p.m.

The next regular commission meeting is scheduled on July 11, 2022, at 4:00 p.m.

Jen Benson
Office & Customer Service Supervisor

**Minutes of the Waupun Public Library Board Meeting
Wednesday, May 18, 2022**

The Waupun Public Library Board was called to order by Beverly Martens, President at 4:30 p.m. on Wednesday, May 18, 2022. Present were, Gehl, Schultz, Sullivan, Rohrer, Garcia, and Jaeger. Hintze was present per Zoom.

The Board was happy to recognize Jessica Sullivan for being appointed to the Library Board by the Mayor. Also welcomed as a new member was Alderman Daniel Siebers, City Council Representative, who was appointed to the Library Board by the Mayor.

ARTICLE I: Motion by Gehl, supported by Hintze, to accept the minutes of the April 20, 2022 meeting as written. Motion carried.

ARTICLE II: Don Schultz, Founder of the Trucker's Jamboree, attended the meeting and shared his amazing collection of semi-trucks representing Waupun, dating back to the very beginning of the Jamboree. Mr. Schultz's hope is that there would be a place in the library for the collection to be displayed.

ARTICLE III: Monthly Statistics

- a. Circulated/downloaded/loaned: 40,378 items in April.
- b. Drive-thru window service: handled 379 transactions in April.

ARTICLE IV: The Budget was discussed with no concerns noted. Thirty percent (30%) of the Budget is spent and we are 33% into the year.

ARTICLE V:

- a. Motion by Rohrer, supported by Schultz, to pay May bills. Motion carried 7-0 on roll call.

ARTICLE VI: The Evaluation Committee will present its final report at the June meeting.

ARTICLE VII: Librarians' Report.

- a. **Interior Signage:** A quote has been received from Warrior Innovation. Action will be taken under New Business.
- b. **Jan Sullivan Memorial Donations:**
The plaque honoring Jan Sullivan is finished. Nine sensory panels have arrived, however, the required mounting rails have not.
- c. **Meeting Rooms:** Both the Conference and the Carnegie meeting rooms are now open to the public.
- d. **Summer Reading Program:** Registration for the annual Summer Reading Program will begin **June 6**. Programs start June 9 and run through July 20. Further details at the Library or on the Library's Facebook page. Pam and Tami attended Rock River School on English Learners Night, and Heather and Pam attended Rock River Open House in order to promote the Summer Reading Program. Their time is appreciated as it brings information directly to children, which creates interest in the Reading Program which in turn encourages attendance.

e. **Adult programming:** Bug Tussel University is hosting classes in communities where they provide Internet service. First class: Internet Basics, Wednesday, June 15 from 1-2pm. They will provide Chromebooks for use. The Library will take sign-up, since they are limited to 15 attendees. Will offer future classes depending on interest.

In May, 79 adult crafts were distributed.

f. **New Staff:** Jacob Boersma, Jason Brueckner and Nathan Olson began as Library Pages on Saturday, May 7. Rachel Rosenow had her first day as Desk Assistant on Monday, May 9.

ARTICLE VIII: No Old Business.

ARTICLE IX: New Business:

a. The Library Fund ended with a budget surplus of approximately \$57,000. Following a process similar to how other city departments handle their surpluses: Motion by Hintze, supported by Rohrer, to accept Waupun's Finance Director's proposal to transfer \$57,000 to the City's Capital Improvement fund 400. Motion carried on 7-0 roll call.

b. Motion by Hintze, supported by Sullivan, to accept the Warrior Innovation quote of \$337.70 for Interior Signage to be produced and installed in the library by the students. Motion carried on 7-0 roll call.

c. Election of Officers:

1. Motion by Schultz, supported to Hintze, to nominate and re-elect Beverly Martens as President. Motion carried unanimously.

2. Motion by Hintze, supported by Gehl, to nominate and re-elect Sadie Schultz as Vice President. Motion carried unanimously.

3. Motion by Martens, supported by Schultz, to nominate and re-elect Rohrer as Secretary-Treasurer. Motion carried unanimously.

d. Motion by Sullivan, supported by Gehl, to continue to hold monthly Library Board Meetings at **4:30 p.m.** on the **third Wednesday** of every month. Motion carried.

ARTICLE X: Motion by Sullivan, supported by Siebers, to adjourn at 5:23 p.m. Motion carried.

***Next tentative meeting: Wednesday, June 15, 2022 at 4:30 p.m. Efforts will be made to provide availability for those unable to attend in person.**

SANDRA ROHRER Secretary
SR/bkj



MINUTES
CITY OF WAUPUN COMMITTEE OF THE WHOLE
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, May 31, 2022 at 6:00 PM

CALL TO ORDER

Mayor Bishop called the meeting to order at 6:00pm.

ROLL CALL

Council in-person: Mayor Bishop, Alderman Westphal, Alderman Kaczmarek, Alderman Langford, Alderman Matoushek, Alderman Siebers, and Alderman Vanderkin. No members are absent.

Management in-person: Attorney VandeZande, Administrator Schlieve, Director of Public Works Daane, Fire Chief Demaa; Recreation Director Kaminski, General Utility Manager Brooks

Management virtually: Clerk Hull, Police Chief Loudon, Library Director Jaeger

Management absent and excused: Finance Director Kast, Utility Finance Director Stanek

City Staff present: Code Enforcement Mike Beer

Audience: Sam Kaufman, Jaedon Buchholz, Jim Cleveland, Mike Butler, David Cramer, John Scheuers, William Hoekstra

Media in-person: Ken Thomas of the Daily Citizen

Media virtually: None

FOND DU LAC COUNTY UPDATE- SUPERVISOR SAM KAUFMAN

Fond du Lac County Supervisor Sam Kaufman is before the Committee to provide updates on the County proceedings.

ECONOMIC DEVELOPMENT

Overview Project and Developer Agreement Terms for Proposed Project with United Cooperative in Waupun Industrial Park

David Cramer and John Scheuers of United Cooperative appear before the Council regarding the developer's agreement with the City for development of a **soybean processing facility on 65 acres** in the Industrial Park. The project is constructed in three phased which is expected to begin in 2022 and conclude in 2025. \$33.5 million is guaranteed in minimum tax valuation over the life of the TID.

CONSENT AGENDA

Future Meetings & Gatherings, License and Permit Applications, Expenses

Summer Recreation Program 2022

The Summer Park Program will soon begin. Feedback received from a survey pointed a need for changes to the program, including the need for more leader training and improvements to programming. City staff were able to connect with a local teacher/business person, Jeni Maly (owner of Imagine That! Art Studio) who has provided significant guidance to improve this summer's program. With the wage adjustments to park leaders, we have been able to hire four park leaders who will work between three parks – Dodge, West End and Pine Street Parks.

Motion Langford, second Matoushek to accept the consent agenda. Motion carried 6-0 on roll call.

CONSIDERATION - ACTION

City of Waupun Flexible Work Policy

A policy to provide flexible working schedules for Department staff is considered.

Motion Siebers, second Westphal to approve the City of Waupun Flexible Work Policy. Motion carried 6-0.

City of Waupun Police Department K-9 Purchase

The City has received sufficient funds via public donation to purchase a K-9. It is understood that all monies supporting the K-9 program are donated by the community and do not impact the levy.

Motion Westphal, second Matoushek to approve the purchase of a K9 with the use of public donated funds, not to exceed \$15,000. Motion carried 6-0 on roll call.

Authorization to contract with a recruitment firm to support hiring of Director of Finance/Assistant City Administrator position

Schlieve request authorization to hire a firm to assist in recruiting a Director of Finance/Assistant to the Administrator position due to the challenges acquiring qualified candidates.

Motion Siebers, second Langford to approve hiring of a specialized public administration HR firm to establish a qualified applicant pool for the Director of Finance/Assistant City Administrator position at a cost not to exceed \$20,000. Motion carried 6-0 on roll call.

Part-Time Code Enforcement Job Description and Permission to Hire

A part time Code Enforcer was approved in the 2022 budget. The job description is provided for consideration and the Fire Chief requests the permission to advertise and hire for this position. Westphal requests to receive reports continuously on violations.

Motion Vanderkin, second Siebers to approve the Code Enforcement job description and the permission to hire this position. Motion carried 5-1 on roll call with Kaczmarek voting nay.

Appointment to the Business Improvement District Board- Craig Much

Due to a Business Improvement District Board seat vacancy, Craig Much of the Horizon Bank is appointed by the Mayor to complete this term.

Motion Matoushek, second Vanderkin to accept the Mayoral appointment of Craig Much to the Business Improvement District Board. Motion carried 6-0.

2023 City of Waupun Budget Planning Process Overview

Schlieve provides the 2023 budget timeline and process.

CLOSED SESSION

At 7:47pm, motion Vanderkin, second Matoushek to adjourn in closed session under Section 19.85 (1) (c) of the WI Statutes for Union Negotiations with Police Union, WPPI, for a 2023 Bargaining Agreement and Personnel. Motion carried 6-0.

OPEN SESSION

At 8:21pm, motion Vanderkin, second Matoushek to reconvene to open session under Section 19.85(2) of the WI Statutes. Motion carried 6-0.

ACTION FROM CLOSED SESSION

No action in open session.

ADJOURNMENT

At 8:21pm, motion Vanderkin, second Matoushek to call the meeting adjourned. Motion carried 6-0.

**CITY OF WAUPUN
BOARD OF REVIEW**

On Tuesday, June 7, 2022 the Waupun Board of Review met in regular session at 9:00a.m. in the City Hall Council Chambers located at 201 E. Main Street, Waupun.

Board of Review Clerk Hull calls the meeting to order at 9:07am.

The Waupun Board of Review members present on roll call are Mayor Rohn Bishop, City Clerk Angela Hull, Jan Harmsen, Dylan Weber, and Richard Steinbach. Those absent and excused are Steve Buchholz and Jon Dobbratz.

No audience is present.

Board of Review Clerk requests nominations for the Board Chairman.

Motion Steinbach to nominate Weber, second by Bishop.

As no other nominations are heard, motion Bishop, second by Harmsen to close nominations. Motion carried 5-0.

Clerk provides roll call for Weber to be appointed as the 2022 Chairman of the Board of Review. All Board members answer aye on roll call 5-0.

Board of Review Clerk Hull provides the guidelines according to Statute of when the Board must meet. WI Statute 70.47 provides the Board of Review shall meet annually during the 45-day period beginning on the 4th Monday of April, but no sooner than 7 days after the last day on which the assessment roll is open for examination. Due to substantial fieldwork that still remains, the assessment rolls will not be complete within the 45-day period, thus this Board will adjourn until a later date. Said date to be established as October 13, 2022 at 9:00am, at the Waupun City Hall Common Council Chambers.

Motion Bishop, second Steinbach duly carried the board of Review adjourned at 9:12am.

Angela J. Hull, Board of Review Clerk



Waupun Fire Department

16 E. Main Street Waupun, WI 53963

Non-emergency Number: 920-324-7910

B.J. DeMaa, Chief
bjdema@waupunpd.org

Monthly Report

Date: June 3, 2022
 To: Mayor, Council, City Administrator, and PFC
 From: Fire Chief, B.J. DeMaa
 Re: May report

Fire Calls:

There were twelve (12) fire & rescue calls in the month of May for a total of fifty-three (53) year-to-date. EMRs ran a total of forty-four (44) medical calls in the month of May for a total of two hundred two (202) year-to-date.

| Time of Day: | | | | | | |
|--------------|---------|----------|----------|---------|----------|-------|
| 12A – 4A | 4A – 8A | 8A – 12P | 12P – 4P | 4P – 8P | 8P – 12A | Total |
| 0 | 2 | 0 | 3 | 5 | 2 | 12 |

* 83% of fire calls came in during prime working hours.

| Day of Week: | | | | | | | |
|--------------|-----|-----|-----|-----|-----|-----|-------|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total |
| 0 | 2 | 3 | 1 | 1 | 3 | 2 | 12 |

* 83% of fire calls came in during Monday-Friday work week.

| Average Personnel Response (excluding mutual aid): | | |
|--|---------------------|-----------------------|
| | Avg # of Responders | % of Total Department |
| 4A – 8P | 11.2 | 39% |
| 8P – 4A | 16.0 | 55% |

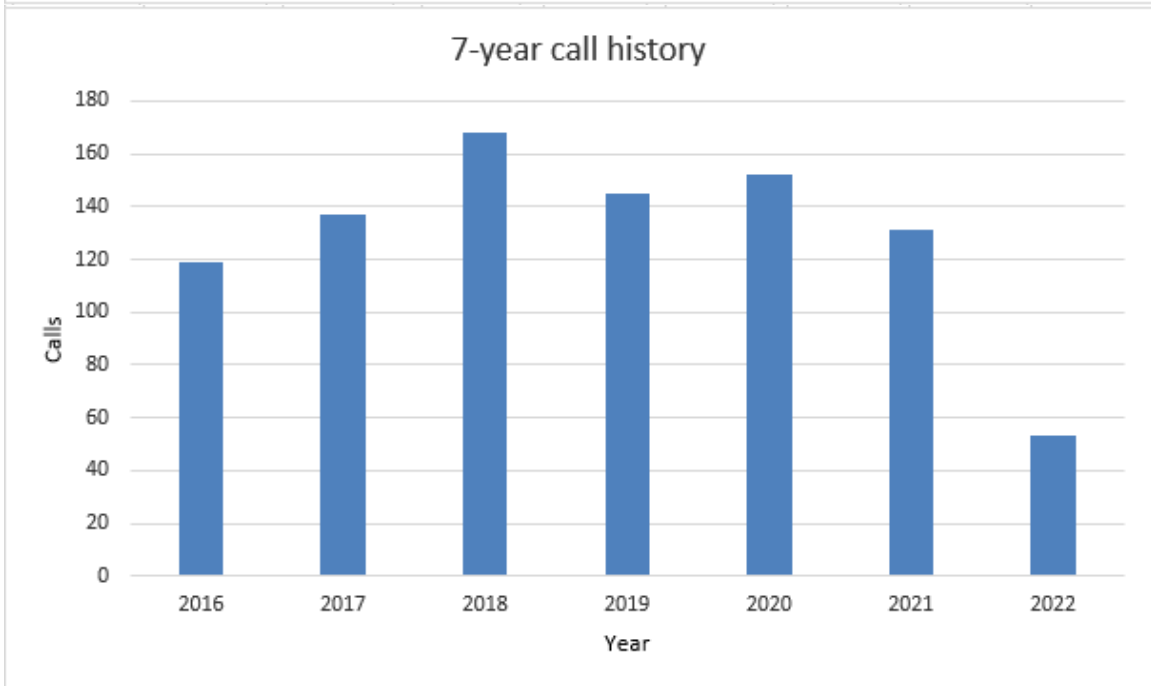
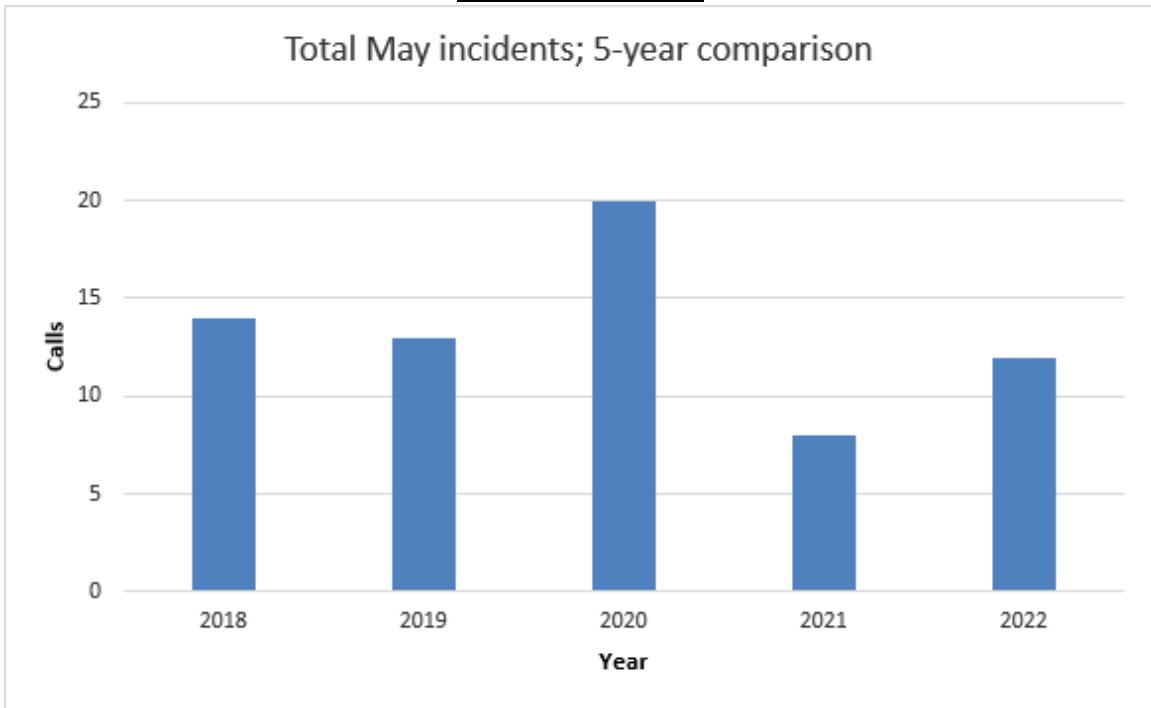
* Current roster is 31 members.

** National Institute of Standards and Technology (NIST) recommends no less than 18 firefighters for offensive fire attack at structure fire.

RED = below recommended industry best practices

GREEN = meets industry best practices

Call Summary:



2022 Fire Department Strategic Initiatives Update:

| | |
|---------------------------------|----------|
| #1 – Start-up EMR group: | |
| By February 1, 2022 | Complete |
| Within approved budget | Complete |

| | |
|---------------------------------------|-------------------------|
| #2 – Add EMR response vehicle: | |
| Purchase EMR response vehicle: | Complete |
| Within approved budget | On track – 90% complete |

| | |
|---|----------------|
| #3 – Establish back-up ambulance capabilities to mitigate service failures as call volume rises. | |
| Lifestar to secure mutual aid agreements | In progress |
| Increase EMR training to EMT-Basic level | In progress |
| Equip EMR unit with EMT-Basic equip. | Grant received |

| | |
|---|--------------------------|
| #4 – Secure solution for development and management of policies and procedures | |
| Sign agreement with Lexipol | Complete |
| Work through policy review and roll-out | Policy revisions ongoing |

| | |
|---|-------------|
| #5 – Conclude fire consolidation discussions with townships and define long-term strategy for cost containment by Q1 of 2022 | |
| Set meeting with townships | No progress |
| Discuss long-term strategies | No progress |

| | |
|--|-------------|
| #6 – Complete staffing study and compensation assessment and establish staffing model by Q1 of 2022 | |
| Staffing study and compensation assessment | Complete |
| Establish staffing model | In progress |

| | |
|---|-------------|
| #7 – Complete EMI public safety training | |
| EMI course and training | In progress |

| | |
|--|--|
| Legend: | |
| On track to meet deadline or already completed. | |
| Project is trending behind schedule. | |
| Project will not meet established timeline or no work completed. | |

June 6, 2022

General:

Our High School Fire Intern, Kaden Swann, completed his internship. Kaden was a great addition and was able to see and experience a number tasks that are worked on throughout the course of a day.

Participated in the Multi-Lingual Learner Family night at Rock River Intermediate School. This provided a great opportunity to hand out multi-lingual fire safety material.

Staffing:

We were accepting applications for 1 firefighter position and 3 EMR positions. A total of 4 applications were received, 2 firefighter and 2 EMR.

Inspections:

First-half fire inspections are underway.

Training:

May training consisted of search-and-rescue, hose-line advancement, radio communications and pumper operations out at the training tower.

Emergency Government:

Working through follow-ups from the Emergency Management Institute training that we hosted in April.

EMS:

Weekday daytime staffing for EMRs is a major concern. We typically only have 1 available which results in BJ and/or Mike responding 1-3 times per day.

At the December 14, 2021 Common Council meeting, Mike Krueger (Lifestar Ambulance) and the City of Waupun agreed to an addendum to the service agreement that the Council had approved in September of 2020. Within Section 2, the addendum stated "Terms of agreement are amended to run from September 1, 2020 to April 30, 2022 (11:59 p.m.). During this period, Lifestar agrees to establish and provide evidence

June 6, 2022

of written mutual aid and coverage agreements with all neighboring service providers in accordance with DHS 110.34(10). If Lifestar fails to provide documentation of said agreements by the expiration date of this Addendum, the Addendum will auto-renew for a six-month period and each subsequent renewal deadline thereafter until mutual aid agreements are verified, or until August 23, 2023, whichever comes first.” Mike was asked to provide an update on where he was at with the mutual aid and coverage agreements. Since we received no response, the addendum auto-renewed for another 6 months.

Code Enforcement:

| Total Time | Total Complaints | Breakdown of Complaints | Assigned to | Complaint Type |
|------------|--------------------------|-------------------------|-------------|---|
| 33 hrs. | 59 | 7 | DPW | Dead Ash Tree notice |
| | | 20 | DPW | Weed notice |
| | | 11 | DPW | Yard waste notice |
| | | 1 | DPW | Sump line trenched through private property |
| | | 1 | Mike | Animal complaint |
| | | 1 | Mike | Pile of cement in driveway |
| | | 2 | Mike | Junk in yard |
| | | 1 | Mike | Junk/rodents/grass |
| | | 1 | Mike | Junk and weeds |
| | | 1 | Mike & Sue | Junk and fence falling over |
| | | 1 | Mike & Sue | Yard junk and house needs repairs |
| | | 1 | Mike & Sue | Burned out house |
| | | 1 | Sue | Pool water discharge |
| | | 1 | Sue | Building deterioration |
| | | 1 | Sue | Missing siding |
| | | 1 | Mike & PD | Unregistered/broke down vehicles |
| | | 3 | PD | Vehicle complaints |
| | | 1 | PD | Illegal burning |
| | | 2 | PD | Junk |
| 1 | PD (Mike requested asst) | Junk in terrace | | |

Monthly Council Report

May 2022

| Agency | Incident Type | Total Incidents | WP | | |
|--------|-------------------------|-----------------|----|-------------------------|----|
| WP | 911 CHECK | 43 | | FIREWORKS COMPLAINT | 1 |
| | ABANDONED VEHICLE | 6 | | FOLLOW UP | 49 |
| | ACCIDENT | 7 | | FOOT PATROL | 8 |
| | ACCIDENT W/INJURY | 3 | | FOOT PURSUIT | 1 |
| | ALARM TEST | 4 | | FOUND ANIMAL | 8 |
| | AMBULANCE | 46 | | FOUND JUVENILE | 1 |
| | ANIMAL ABUSE | 1 | | FOUND PROPERTY | 4 |
| | ANIMAL BITE | 1 | | FRAUD COMPLAINT | 4 |
| | ANIMAL COMPLAINT | 15 | | FUNERAL ESCORT | 4 |
| | ANNOYING PHONE CALLS | 1 | | GAS DRIVE OFF | 2 |
| | ASSIST AGENCY | 22 | | HARASSMENT | 2 |
| | ASSIST CITIZEN | 34 | | HIT AND RUN | 6 |
| | ASSIST MOTORIST | 3 | | HOUSE WATCH REQUEST | 1 |
| | AUTO THEFT | 1 | | INFORMATION TO DOCUMENT | 15 |
| | BUILDING CHECK | 29 | | INTOXICATED DRIVER | 1 |
| | CHECK WELFARE | 40 | | INTOXICATED SUBJECT | 4 |
| | CHILD ABUSE/NEGLECT | 1 | | INTRUSION ALARM | 4 |
| | CIVIL PROBLEM | 1 | | JUVENILE PROBLEM | 9 |
| | COMPLIANCE CHECK | 1 | | LOST ANIMAL LOCATED | 3 |
| | COURT ORDER VIOLATION | 1 | | LOST PROPERTY | 2 |
| | DEPARTMENT K9 DOG | 2 | | MISSING ADULT | 2 |
| | DIRECTED AREA PATROL | 157 | | NEIGHBOR DISPUTE | 4 |
| | DISABLED VEHICLE | 3 | | NEIGHBORHOOD POLICING | 2 |
| | DISORDERLY CONDUCT | 9 | | NOISE COMPLAINT | 6 |
| | DOMESTIC | 3 | | OCCUPIED DISABLED | 1 |
| | DRUG RECOGNITION EXPERT | 1 | | OFFICER STANDBY | 3 |
| | DRUGS/NARCOTICS | 2 | | ORDINANCE VIOLATION | 5 |
| | EXTRA PATROL | 97 | | PARKING ENFORCEMENT | 25 |
| | | | | PATROL ASSIST FIRE | 9 |

Monthly Council Report

May 2022

| | | |
|--------------|-------------------------|------------|
| WP | PORNOGRAPHY | 1 |
| | RECKLESS DRIVER | 5 |
| | REPOSSESSION | 1 |
| | RUNAWAY | 2 |
| | SCAM COMPLAINT | 1 |
| | SEXUAL ASSAULT | 1 |
| | SPECIAL ASSIGNMENT | 15 |
| | SUBJECT STOP | 6 |
| | SUBJECT WITH GUN | 1 |
| | SUSPICIOUS ACTIVITY | 15 |
| | SUSPICIOUS VEHICLE | 6 |
| | TAVERN CHECK | 4 |
| | THEFT | 5 |
| | THREATS COMPLAINT | 1 |
| | TRAFFIC ENFORCEMENT | 4 |
| | TRAFFIC PROBLEM | 13 |
| | TRAFFIC STOP | 136 |
| | TRESPASSING | 1 |
| | VANDALISM | 5 |
| | VEHICLE LOCKOUT | 1 |
| | WARRANT | 2 |
| | WARRANT OTHER AGENCY | 1 |
| | WEATHER RELATED INFO | 4 |
| | Total | 951 |
| Total | | 951 |

Waupun Police Department Update –May Report

Meetings – Dodge and FDL County LEX Meeting, FDL Drug Unit Meeting, Local Emergency Planning Committee Meeting, Body Camera Meeting, and Motorola Meeting for RMS,

Training – Whiteboard critical incident response training, Online I.T. training, P1 / Flex training, Chief Louden, Deputy Chief Rasch, and Detective Sullivan attended MOCIC presentation in FDL Co., Officer Tipton attended Patrol Investigations, Officer Cedarquist attended Criminal Interview and Interrogations, and Officer Dumke attend Descalation training.

Evidence Room- continue purging, destroying and returning evidence.

Events/Reports – (1) Spittle Trial- Conviction of 2nd degree reckless homicide. (2) Law Enforcement Memorial Service. Several Police and Fire Commission member were in attendance as well. (3) We teamed with Moraine Park, Corrections, and other Law Enforcement in a Job Fair at Dodge Correctional. (4) Body Cameras set up and will be implemented in June. (5) Sexual Assault Kit initiative (SAKI) follow-up with all Waupun Cases; determine no additional kits needed to be submitted for testing. (7) Created OPS plan and memorandum of understanding for K9/School searches for WPD.

Hiring process – Officer Giles is now in FTO and will be on the Schedule in July. Alex Warner sworn in as Officer and will start the academy in June.

Complaints

| | | |
|-----------|-----------------------|--|
| 2022-0665 | Drug Take Back | Drugs from Drop box taken to WSP headquarters in FDL and turned over to DOJ for disposal |
| 2022-0676 | CWC K9 sniff | K9 sniff in CWC School and in school parking lot; citations issued for poss. Of tobacco products |
| 2022-0714 | Child Abuse incident | From Jefferson Co. CPS; child interviewed and no charges filed. Incident was unsubstantiated |
| 2022-0481 | Elder Financial Abuse | Conducted follow-up and drafted three search warrants for bank documents |
| 2021-0706 | Drugs/Narcotics | Sent drugs and received test results from WSCL to substantiate charges filed in case |
| 2021-1879 | Theft/Crim Damage | Rec'd results of buccal swabs from suspect/confirmed I.D.; charges to Dodge DA |
| 2022-0731 | Emergency Det. | 10-96 female; female eventually committed to Winnebago CO M.H. |
| 2022-0754 | Weapons/Dom. DC | Male w/a knife; subsequent investigation and suspect arrested on 2 cts. Of Domestic abuse/DC |
| 2022-0759 | Sexual Assault Alleg. | Sexual assault investigation and suspect interview; assault unsubstantiated and no charges. |
| 2022-0682 | Weapons | Male w/a knife; officers order him to drop the knife and complied and was transported to hospital for treatment. |

Waupun Public Library
123 S. Forest Street
Waupun, WI 53963
(920) 324-7925

June 2022

To: Mayor, City Council
From: Bret Jaeger, Library Director

Re: Report to Common Council

A. Statistics

Through the end of May, we circulated/downloaded/loaned 49,650 items, with drive thru window service handling 448 transactions.

B. Interior signage

The Library Board approved the signage quote from Warrior Innovation. We were told there will be a summer class at Warrior Innovation, so these signs will likely be produced and installed this summer.

C. Jan Sullivan Memorial Donations

The mounting rails have finally arrived for the nine sensory panels donated in memory of former Library Board member Jan Sullivan.

D. Class tours

Staff have been giving many tours to school classes the last few weeks of school, and use the opportunity to talk about the Summer Reading Program.

E. Summer Reading Program

Registration started June 6, with the first program performer scheduled for June 9. For a complete list of events, stop by the library or check the library's Facebook page.

Any questions, please contact Bret at 324-7925 or bret@monarchlibraries.org.



TO: Waupun Utilities Commissioners
FROM: Steve Brooks, General Manager
DATE: May 17, 2022
SUBJECT: General Manager Report

Electric Department Update:

Power Outages

- Sunday May 1st at 3:10 pm, the Rock Golf Course called to report partial power. After troubleshooting the electric service, the lineman found one of the overcurrent devices on the riser feed pole was open. The device was re-fused and power restored at 4:00 pm.
- Thursday May 5th at 7:50 pm, a resident on Brandon Street called to report blinking lights. After troubleshooting the problem, it was determined the problem was a fault on the URD service. An above ground temporary service wire was installed to provide power to the customer. Power was restored at 9:50 pm. We are working with a contractor to directional bore a new service to the home.
- Tuesday May 10th at 1:15 pm, the outage management system reported a power outage in the 700 block of S. Madison St. The over porcelain current device failed causing a power outage. The crew replaced the device with a new polymer cutout, re-fused and restored power at 1:45 pm.

New Electric Services

- New electric services have been installed on Tanager Street and Edgewood Drive.

South Madison Street

- The electric crew continues to work to replace poles, conductors, and transformers on South Madison Street.

Maple Tree Townhomes

- Work will begin this month on Maple Tree Townhomes. A new primary line extension is required to serve the new customers. The new line extension will include five new transformers to provide electric service for 29 new electric meters.
- Crews will also install a 3-phase line extension in conjunction with Maple Tree Townhomes project. The 3-phase primary line will provide an alternate feed for customers on Washington Avenue and Shaler Drive.

General Manager Update:

Small & Midsize Business Survey

- WPPI has engaged E Source to conduct market research for Waupun Utilities to help measure satisfaction and awareness of local utility services among small and midsize business customers. The objectives of this survey are to identify and measure overall satisfaction of the locally owned utility and its offerings: communication preferences; ease of completing certain utility interaction; and to gather actionable insights and information from business customers.

Electric Disconnects

- Staff worked with customers to make payment arrangements and offer information regarding programs and organizations offering assistance for qualifying customers to pay past due utility bills. On April 20th, eleven customers were disconnected for non-payment. Two additional customers were disconnected on April 25th for non-payment.

Integrated Emergency Management Course (IEMC)

- After several years of planning and making adjustments due to COVID, the Dodge County / City of Waupun IEMC was held April 25 - 28 at the Rock. Numerous Dodge and Fond du Lac County agencies, Waupun School District, Central Wisconsin Christian Schools, Department of Corrections, Waupun Police and Fire Department, Waupun City and Utility Staff, and local elected officials participated in the training. Jen Benson and I both had the opportunity to attend 4 days of training.

American Public Power Association (APPA) National Conference

- The APPA National Conference is scheduled for June 10-15, 2022 in Nashville, Tennessee. The National Conference is the nation's premier gathering of public power leaders. The conference will provide opportunities to discuss how changing policy, technology, and lifestyles are reshaping the energy industry and how that affects our community. Attendees will engage with policymakers, discover tools for our future success to enhance experience, innovation, and leadership of our national public power community.
- WPPI offers General Managers scholarship opportunities to attend the national conference. I am honored to be a recipient of the 2022 scholarship.

This concludes my report for May 2022. Please contact me at 324-7920 or sbrooks@waupunutilities.org with any questions or concerns.



TO: Waupun Utilities Commissioners
FROM: Steve Schramm
DATE: May 4, 2022
SUBJECT: Monthly Operation Report

Water Treatment Facility:

There are no call-ins to report this month.

Volatile Organic Compounds (VOCs) testing has been completed for 2021. All compound results were Non-Detect (ND).

- What are VOC's? Organic chemicals widely used as ingredients in household products. Paints, varnishes and wax all contain organic solvents, as do many cleaning, disinfecting, cosmetic, degreasing and hobby products. Fuels are made up of organic chemicals as well.

Wastewater Treatment Facility:

There was one call-in this past month for VFD (variable frequency drive) failure. Staff identified a harmonic damping controller failure within the VFD.

Whole Effluent Toxicity (WET) testing has been completed for the second quarter. Both acute and chronic toxicity tests were performed. WET testing is the measurement of potential effluent (discharge) toxicity to aquatic life in our receiving stream. In whole effluent toxicity (WET) tests, lab-reared aquatic organisms are exposed to various dilutions of effluent for a specific time period, in order to predict at what levels the effluent may cause harm to the organisms (e.g., at what level death, reproductive impairment, or growth inhibition occurs).

Sabel Trucking has completed spring biosolids land application. Our nutrient management plan allowed 1200 cubic yards of biosolids to be applied to 40 acres of DNR approved agriculture land.

Our WPDES permit requires disinfection beginning May 1st through September 30th. Disinfection is considered to be the primary mechanism for the inactivation/destruction of pathogenic organisms to prevent the spread of waterborne diseases to downstream users and the environment.

Due to construction phasing, staff continues to make temporary operational process changes to the treatment facility, which takes considerable time and resources.

Distribution/Collection System Crew:

There are no call-ins to report this month.

Staff is in the process of installing temporary water service to customers within the Madison Street construction.

- What is a temporary water service? An aboveground bypass pipe and temporary lateral installed, to provide uninterrupted water service to customers that are impacted by construction. The bypass pipe is flushed, disinfected, and tested to ensure safe drinking water. Each property will be connected to the temporary bypass pipe through a small blue lateral hose, until the new pipes, valves and hydrants are installed.

Madison Street Update:

Due to limited progress in dealing with rock excavation for sanitary sewer, Advance Construction is planning to pull off with most of the crew for about two weeks. Two workers will remain to grind in lateral trenches with the excavator-mounted rock grinder during this time. A subcontractor Rock Resources will mobilize in two weeks to grind main line trenches. Temporary water will be setup by May 9, 2022, prior to the start of grinding by Rock Resources.

Wastewater Treatment Facility ABNR Update:

There will be a facility tour of construction progress.

This concludes my report. Please do not hesitate to contact me with your questions or concerns at 324-7920 or sschramm@waupunutilities.org.



TO: Waupun Utilities Commissioners
FROM: Jeff Stanek, CPA, Finance Director
DATE: May 9, 2022
SUBJECT: March 2022 Financial Report

CONSTRUCTION AND PLANT ADDITIONS

The electric utility had minimal construction activity in March as most of the focus was on completing work on the ATC clearance project and tree trimming. Construction at the WWTF continues with monthly Disbursement Requests being processed through the USDA.

Plant addition activity for the month consisted of \$10,412 split equally between the three utilities for our accounting software upgrade and \$15,790 for sampling and monitoring system replacements for the sewer utility. All plant additions were budgeted items.

MONTHLY OPERATING RESULTS – March 2022 Monthly and Year-To-Date (YTD)

Sales

Electric

- Monthly kWh sales were **5.5% above** budget & **3.8% higher** than March 2021 on higher sales to General Service and Industrial Power customers.
- YTD kWh sales were **4.7% above** budget & **4.5% higher** than March 2021 YTD actual sales.

Water

- Monthly sales units of 100 cubic feet were **15.0% above** budget & **12.1% higher** than March 2021 sales on higher sales to Industrial customers. One large Industrial customer is experiencing a leak in their production process, which increased their consumption for the month.
- YTD water sales were **9.6% above** budget & **8.7% higher** than March 2021 YTD actual sales.

Sewer

- Monthly sales units of 100 cubic feet were **14.6% below** budget & **15.4% lower** than March 2021 sales due to lower public authority volume. Sales to the Department of Corrections facilities continue to remain affected by the onset of COVID beginning in the spring of 2020 and have not returned to historical averages. YTD sewer sales were **13.2% below** budget & **13.4% lower** than March 2021 YTD actual sales.

Income Statement

Electric

- Operating revenues and purchased power expense were **above** budget \$218,500 and \$199,700, respectively, due to overall higher purchased power costs from increased sales.
- Gross margin was \$18,800 **above** budget.
- Operating expenses were \$20,800 **below** budget primarily due to lower tree trimming and distribution maintenance costs than expected.

- Operating income was \$128,000 or \$108,900 *above* budget from lower operating costs and the annual billings for joint pole attachments to communication companies, which occurs in March of every year and totaled \$76,500.
- Net income was \$119,000 or \$109,200 *above* budget primarily from increased sales and timing of the joint pole attachment billings to communications companies.

Water

- Operating revenues were \$19,300 *above* budget due to overall higher consumption for one industrial customer that had a water leak in their production line process.
- Operating expenses were \$69,500 *below* budget on lower treatment and distribution expenses.
- Operating income was \$210,500 or \$91,400 *above* budget from lower than budgeted operating expenses.
- Net income was \$167,300 or \$90,700 *above* budget.

Sewer

- Operating revenues were \$600 *above* budget despite continued lower consumption from the Department of Corrections facilities.
- Operating expenses were \$54,400 *below* budget due to fewer maintenance-related costs at the WWTF during the ABNR upgrade construction.
- Operating income was 27,200 or 57,300 *above* budget.
- Net (loss) was (\$76,800) or \$25,300 *above* budget largely due to controlling maintenance costs at the WWTF.

Balance Sheets

Electric

- Balance sheet *decreased* \$169,600 from February 2022 primarily due to a principal and interest debt payment of \$183,575 due during the month.
- Unrestricted cash *increased* \$97,200 from the prior month largely due to an increase in collections from higher February 2022 billings and receivable balances.
- Long-term debt *decreased* \$170,000 due to a scheduled principal payment on debt during the month.
- Net position *increased* \$9,600 from February 2022.

Water

- Balance sheet *decreased* \$421,400 from February 2022 primarily due to a principal and interest debt payments totaling of \$481,794 due during the month.
- Total unrestricted cash *increased* \$69,800
- Long-term debt *decreased* \$425,000 due to scheduled principal payments on debt during the month.
- Net position *increased* by \$52,800.

Sewer

- Balance sheet *increased* \$1,418,800 from February 2022 as a result of month-to-month fluctuations in payables associated with construction work in progress at the WWTF offset by Disbursement Reimbursements from the USDA (classified as debt).
- Unrestricted cash *increased* \$14,500.
- Long-term debt *increased* \$1,437,400 from the receipt of funds from you USDA for Disbursement Request #12 for the WWTF upgrade.
- Net position *decreased* \$44,200.

Cash and Investments

The monthly metrics dashboard for cash and investments provide a monthly comparison of cash and investment balances, and graphs that present long-term investments by maturity, type, and rating.

- Total cash and investments *decreased* \$379,800 or **4.0%** from February 2022 primarily from \$665,400 in debt payments offset by increases in receipts from higher electric and water sales.
- Received interest and distributions of \$1,901 and recorded an unrealized *negative* market adjustment of (\$31,800), along with \$500 in management fees, resulting in a net portfolio *loss* of (\$30,400) for the month.
- Total interest and investment income earned (lost) on all accounts for the month was (\$29,500) and (\$55,000) year-to-date.

OTHER FINANCIAL MATTERS

WWTP Upgrade – Construction Update and Progress

Listed below is a summary of the costs incurred and paid for with USDA loan proceeds requested to date:

| | |
|--|----------------------|
| Total Project Budget <i>(As of 4/14/2021):</i> | \$ 36,008,000 |
| Total Project Costs to Date <i>(Thru 5/5/2022):</i> | \$ 24,617,937 |
| Loan Draws – Project to Date: <i>(Thru 5/5/2022):</i> | \$ 24,410,933 |
| Disburse Request #13 – Requested <i>(4/8/2022):</i> | \$ 3,582,119 |
| Disburse Request #13 – Paid <i>(3/17/2022):</i> | \$ 3,582,115 |

This concludes my report. Please do not hesitate to contact me at 324-7920 or jstanek@waupunutilities.org with any questions or comments.

TO: Mayor & Common Council
 FROM: Susan Leahy
 SUBJECT: Building Permits for May 2022

DODGE COUNTY

| NO | HOLDER | ADDRESS | TYPE | FEE | COST |
|-------|-------------------------------|-------------------------|---|------------|--------------|
| 22- | 105 Steven Winning | 213 Walker Street | Service | \$80.00 | |
| 22- | 106 Advanced Construction/Cit | 817 South Madison St | Temp Service - Job Trailer | \$80.00 | |
| 22- | 108 Mark & Kambria Ledesma | 117 Bly Street | Install 6' high Privacy Fence | \$100.00 | \$4,000.00 |
| 22- | 109 Gary & Lori Van Buren | 719 West Brown Street | Remodel Bathrooms | \$90.00 | \$15,000.00 |
| 22- | 110 Flyway Meadows LLC | 1302 Shaler Drive | Service Pedestal | \$80.00 | |
| 22- | 111 Roslynn Riske | 612 Hazel Street | Egress Window & Counter top & Backsplash | \$54.00 | \$9,000.00 |
| 22- | 112 Katie Vossekuil | 322 Beaver Dam Street | Reroofs, Reside, Soffit & Fascia | \$120.00 | \$20,000.00 |
| 22- | 115 Tiffany Oertel | 129 West Main Street | Remove Fence & Replace w/ 6' High Vinyl Fence | \$100.00 | \$8,000.00 |
| 22- | 117 Joe Arellano | 300 West Lincoln Street | Install interior drain tile on west wall | \$50.00 | \$2,950.00 |
| 22- | 119 Crystal Herron | 325 Beaver Dam Street | 16x22 Garage | \$280.00 | \$20,000.00 |
| 22- | 120 Tim Hardy | 11 Johnson Street | 12x26 Detached Shed w/Concrete Base | \$230.00 | \$9,500.00 |
| 22- | 122 Ben Kastein | 420 Pleasant Avenue | Reroof | \$50.00 | \$3,000.00 |
| 22- | 123 Steve Joas | 406 Grandview Avenue | Reroof | \$51.00 | \$8,500.00 |
| 22- | 124 Fred McIver | 411 McKinley | Reroof | \$54.00 | \$8,900.00 |
| 22- | 125 Charter Communications | 641 S Madison St | Power Supply Transfer | \$80.00 | |
| 22- | 128 Jon Vande Berg | 313 S Watertown St | 30x32 Detached Garage | \$284.40 | |
| 22- | 129 Colin Eckerstorfer | 320 Carrington St | Replace AC | \$50.00 | |
| 22- | 130 Waupun Landings | 951 Wilcox Street | Repair Decks | \$100.00 | \$5,000.00 |
| 22- | 131 Waupun Landings | 953 Wilcox Street | Repair Decks | \$100.00 | \$5,000.00 |
| 22- | 132 Waupun Landings | 955 Wilcox Street | Repair Decks | \$100.00 | \$5,000.00 |
| 22- | 133 Waupun Landings | 957 Wilcox Street | Repair Decks | \$100.00 | \$5,000.00 |
| 22- | 134 Waupun Landings | 963 Wilcox Street | Repair Decks | \$100.00 | \$5,000.00 |
| 22- | 135 Waupun Landings | 965 Wilcox Street | Repair Decks | \$100.00 | \$5,000.00 |
| 22- | 136 Waupun Landings | 969 Wilcox Street | Repair Decks | \$100.00 | \$5,000.00 |
| 22- | 137 Waupun Landings | 967 Wilcox Street | Repair Decks | \$100.00 | \$5,000.00 |
| 22- | 139 Samuel Johnson | 606 Carrington St | 48' of 6' High PVC Fence along west property line | \$100.00 | \$2,964.00 |
| 22- | 142 Nicole Lieber | 314 Carrington St | Renovate Laundry Room | \$100.00 | \$4,000.00 |
| 22- | 147 Tylor Reif | 823 Grace St | 6' High Wood Privacy Fence | \$100.00 | \$2,000.00 |
| TOTAL | | | | \$2,933.40 | \$157,814.00 |

FOND DU LAC COUNTY

| NO | HOLDER | ADDRESS | TYPE | FEE | COST |
|-------|----------------------------|----------------------|---|------------|----------------|
| 22- | 113 Waupun Gymnastics Club | 16 Fond du Lac St | Interior Remodel including (2) Unisex Restrooms | 840.00 | 100,000.00 |
| 22- | 114 SHIVA HOTEL LLC | 5 Gateway Drive | Reroof - Complete Tear Off | 360.00 | 60,000.00 |
| 22- | 116 Chuck Emmrich | 1033 Tanager St | 6' Cedar Fence | 100.00 | 4,500.00 |
| 22- | 118 Pat Stanton | 22 Birdie Blvd | SFD w/ Attached Garage | 1,947.92 | 300,000.00 |
| 22- | 121 Jean Goodall | 14 Pluim Drive, #34 | Replace Furnace | 50.00 | 5,274.00 |
| 22- | 126 Brandt & Kimberly Beer | 454 Rosewood Ave | 15x18'6" Bedroom Addition | 535.00 | 110,000.00 |
| 22- | 127 ACS RBHS. LLC | 1021/1023 Tanager St | 2-Family Dwelling w/ Attached Garages | 2,623.28 | 400,000.00 |
| 22- | 138 Mark Vande Zande | 721 Edgewood Dr | Basement Remodel & Install Egress Window | 234.00 | 39,000.00 |
| 22- | 140 Bruce Huizenga | 157 Harmsen Ave | 24x44 Detached Storage Shed | 327.84 | 30,000.00 |
| 22- | 141 Thomas F. Schoenfeldt | 415 Fond du Lac St | 24x36 Detached Garage w/ 10x26 Lean-to | 307.36 | 24,000.00 |
| 22- | 143 David Witthun | 355 Fond du Lac St | Install AC & Reroof House & Garage | 100.00 | 11,000.00 |
| 22- | 144 Nathan Bresser | 801 Sunset Ct | Kitchen , Bath & Laundry Remodel | 360.00 | 60,000.00 |
| 22- | 145 Lance Bresser | 424 Jackson St | Service | 80.00 | |
| 22- | 146 Tara Riteris | 227 N Madison St | 15x15, 24x20 Concrete Patio | 69.30 | 11,550.00 |
| 22- | 148 Mr Storage | 23 Jackson St | Reroof | 282.00 | 47,000.00 |
| TOTAL | | | | \$8,216.70 | \$1,202,324.00 |

GRAND TOTAL **\$11,150.10 \$1,360,138.00**

Permits issued in Dodge County 16
 Permits issued in Fond du Lac Cty 18
Total Permits for the month 34

Building Permit Fees \$11,150.10
 Special Assessment Letter Fees \$140.00
Grand Total \$11,290.10

BUILDING PERMIT COMPARISON

May 2021: Dodge County - 16 permits; Fond du Lac County - 18 permits
Total estimated cost of construction: \$

640,592.29

FIVE MONTH COMPARISON

| | | |
|--------------------|--------------------------------|----------------|
| January - May 2019 | estimated cost of construction | \$6,179,695.83 |
| January - May 2020 | estimated cost of construction | \$3,593,521.55 |
| January - May 2021 | estimated cost of construction | \$2,320,339.08 |
| January - May 2022 | estimated cost of construction | \$8,088,706.89 |

June 13, 2022

1. **Current Projects:**

- S. Madison St. project, crews continue to work water and sewer installation.
- Pepsi has setup an account with all associations.
- We received a letter of retirement for July 15th. We will begin the process of filling that position.
- Most sidewalk forms have been turned in. The list has been sent to the contractor.
- We will begin marking the SE section of the city soon.
- Attended Festival meeting
- Working through the contract with GFL regarding garbage/recycle.
- Working with CWC on stormwater requirements for the addition project.
- Stormwater site inspections
- Working on Budget items, Capital Improvement Budget, and 5 Year Street Plan
- LAPWA Meeting
- Working with Cedar Corp on building/park improvements.
- Gathering information for grants.
- Looking over development plans working with MSA to insure stormwater requirements are met.
- Updating quotes for future projects
- Working on updating stormwater requirements for DNR
- Ordering supplies for future projects
- Met lions at Dodge park for bench donation
- IWorQ traing on Permit management and code enforcement
- Pool is open for the summer
- In talks with the railroad on a solution for the track crossing on Main St. Looking at a small cost share for the blacktop work
- HWY 151 and 49 project has started.
- Met with Fond du lac county new staff that run the county park
- We have had some local flooding with the heavy rain events
- We had a facility audit with CVMIC. Went well a few things to take care of.

2. **DPW Crew Projects**

- Aquatic Center – Daily testing and monitoring
 - BGMS Daily Duties
 - Grub preventer on ballfields
 - Repair horseshoe pits Westend Park
 - Clean inlets
 - Curb Replacement
 - Deliver garbage/recycle bins
 - Put flags out for election
 - Fertilize ball diamonds
 - Find and repair leak on Safety building roof. There have been a few leaks.
-

-
- CDL training for new staff
 - Fill potholes
 - Haul brush bins
 - Diggers Hotline Locates
 - Dig out soft spot on Grandview and Beaver dam St.
 - Mow ball diamonds
 - CWC site is completed
 - Storm sewer work – repair / replace manholes and inlets
 - Trim hedges
 - Spray Weeds
 - Street Sweeping
 - Vandalism at Parks
 - Vehicle Maintenance

Administrative Assistant

- Sidewalk Replacement – documenting responses from residents to provide a list to the DPW employees to remark sidewalk that needs to be replaced by the contractor.
- Recycling Grant annual report was submitted to the DNR
- Working on BIL Grant application for Park, Roosevelt, and N. Grove St.
- Update website with election information, remove Sarah VanBuren’s name from all pages, update mayor and alderman pages
- Stormwater maintenance letters were sent out to all properties with Stormwater Maintenance Agreements for annual inspections.
- Assessment Letters
- Garbage/recycling complaints
- Updated utility applications (electric and water/sewer) to be fillable for Building Inspector
- Plan Commission public hearing, agenda, and minutes
- Zoning Board Public Hearing
- Comparing street segments in Iworq to WISLR pavement management
- Sent updated storm sewer maps to Iworq to update their system
- Updated building security codes for new employees
- Board of Public Works agenda
- Review property files
- Scan property information including building permits, plans, occupancy permits, etc.
- Building Permit Reports
- Invoice for Special Assessment Letters
- Setup zoom meeting for Plan Commission, Zoning Board and Board of Public Works
- Assign account #'s to bills.

Please call 324-7918 with any questions you may have.
Jeff Daane, Director of Public Works



AGENDA SUMMARY SHEET

MEETING DATE: 6/14/22

TITLE: Developer's Agreement with United Cooperative to develop a three-phase Industrial Development in Waupun Industrial Park

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Administrator Schlieve

| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT | |
|---|---------------------------------|--|
| Economic Vitality | Estimated \$13M impact; 50 jobs | |

ISSUE SUMMARY:

The Developer's Agreement with United Cooperative is attached for review and approval. The terms of the agreement are as outlined in the general terms presented to the Council at the May 31, 2022 Committee of the Whole meeting. Since May 31, 2022, information about the project has been posted to the City's website, social media pages, and in various news sources. No questions were submitted to staff since publication of the project information. City Staff received two email communications in support of the proposed project. Staff will provide a brief overview of the project and answer any questions of the Council prior to consideration of the agreement.

STAFF RECOMMENDATION:

The proposed project aligns with the stated goals of the City's economic development plan and extensive work has gone into negotiating the details of the agreement in the best interests of the City. Based on these facts, City staff support the project as presented and recommend support of the proposed agreement.

ATTACHMENTS:

Developers Agreement

MOTIONS FOR CONSIDERATION:

Motion to approve the Developer's Agreement between the City of Waupun and United Cooperative to construct a three-phase industrial development in Waupun Industrial Park as presented.

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 United Cooperative, a Wisconsin Cooperative formed under Chapter 185 of the Wisconsin Statutes (“United”). The City and United 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 United, 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 United 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. United agrees to construct on the Real Estate various commercial buildings for feed production, soybean and grain processing and other related agri-business operations, inclusive of a dry mill, grain dryer, soybean processing facility and related structures, 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. United 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, *infra*. 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, United 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. United shall comply with the following construction and occupancy timelines:

3.1. Project Development Phases. Project Development shall proceed in

three (3) phases, although the various phases may proceed simultaneously as specified below. As used in this Agreement, "Phase 1" of the Project Development shall include the construction of a commercial building and related structures and fixtures for operation as a grain dryer and feed mill for the storage, cleaning, processing and sale of feed, seed and related agricultural products. As used in this "Phase 2" of the Project Development shall include such additional construction as may be necessary to expand the facilities for processing and sale of grain, grain byproducts and related agricultural products. As used in this Agreement, "Phase 3" of the Project Development shall include the construction of a soybean processing facility and related structures and fixtures for the cleaning, crushing and processing of soybeans for the sale of soybean oil and soybean meal.

3.2. Phase 1 Development. United shall commence construction of Phase 1 of the Project Development within a reasonable time after execution of this Agreement, and shall thereafter proceed diligently and expeditiously to complete this phase of the Project Development no later than December 31, 2024.

3.3. Phase 2 Development. United shall commence construction of Phase 2 of the Project Development within a reasonable time after execution of this Agreement, and shall thereafter proceed diligently and expeditiously to complete this phase of the Project Development no later than December 31, 2024.

3.4. Phase 3 Development. United shall commence construction of Phase 3 of the Project Development within a reasonable time after execution of this Agreement, and shall thereafter proceed diligently and expeditiously to

complete this phase of the Project Development no later than December 31, 2025.

3.5. City Option to Repurchase. Notwithstanding any other provision contained in this Agreement, if United fails to commence construction within eight (8) months after execution of this Agreement, or fails to substantially complete construction of Phase 1 or Phase 2 of the Project Development in a timely manner as specified in Sections 3.2 and 3.3 above, then the City shall thereafter have the option to immediately repurchase the Real Estate at no cost whatsoever, 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 United the terms of this Agreement shall be void, and the City and United 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.

3.6. Termination. United will be considered in default of this Agreement if any of the following occur:

3.6.1.1. United fails to construct or fails to substantially complete any phase of the project consistent with Section 3.2 or 3.3; or

3.6.1.2. Any representation provided by United as part of this Agreement is determined to be false in a material way; or

3.6.1.3. United 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

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

In the event that United is found in default of this Agreement, the City will cease all future payments, and/or pursue any or all of the rights and remedies available to the City as outlined in Section 18 of this Agreement.

4. Infrastructure Development. The City shall diligently complete, at its own cost, the Project Infrastructure (defined in Section 6.4), which includes all street, electric, water, sanitary and storm water sewer infrastructure along Wilson Drive running adjacent to the Real Estate to the lot line, and Shaler Drive as extended, all in accordance with all applicable municipal standards and requirements. In addition, the City shall cooperate with and coordinate Project Infrastructure extension of telecommunications and natural gas service to the site, provided that United shall pay all costs of such infrastructure development. In addition, the City shall use reasonable efforts to develop a new highway access to the Real Estate from State Trunk Highway 26, subject to approval of the Wisconsin Department of Transportation, and further subject to timelines and budgetary estimates approved by mutual agreement of the Parties.

5. Guaranteed Property Valuation. United shall construct Project Development improvements, at United's sole cost, 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. Phase 1 and Phase 2 Guaranteed Tax Value. Commencing with the

year in which Phase 1 and Phase 2 of the Project Development is completed, but no later than the tax assessment year 2025 (due in calendar year 2026), the Guaranteed Tax Value for the Property shall be Twenty-One Million Five Hundred Thousand Dollars (\$21,500,000.00) for the Property.

5.3. Phase 3 Guaranteed Tax Value. Commencing with the year in which Phase 3 of the Project Development is completed, but no later than the tax assessment year 2026 (due in calendar year 2027), and continuing each year thereafter through the tax assessment year 2042 (due in calendar year 2043), the Guaranteed Tax Value for the Property shall include an additional Twelve Million Dollars (\$12,000,000.00) for a total Guaranteed Tax Value for the Property of \$33,500,000 (i.e., the \$21,500,000 for Phase 1 and Phase 2 plus the \$12,000,000 for Phase 3).

5.4. Guaranteed Value Cumulative. The Guaranteed Tax Value for the Property for any phase of the Project Development specified above shall be in addition to any Guaranteed Tax Value due for any other completed phase of the Project Development. By way of example, if all three phases of the Project Development are complete in 2024, then the total Guaranteed Tax Value for the Property shall be Thirty-Three Million Five Hundred Dollars (\$33,500,000.00), this being the sum of the Guaranteed Tax Values for Phases 1, 2 and 3 as specified in Sections 3.2, 3.3 and 3.4 above.

5.5. Payment of Real Estate Taxes and PILOT. United 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 United 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 2027 is \$30,000,000, and the Guaranteed Tax Value for that year is \$33,500,000, then in addition to paying all real estate taxes for that year, United shall also make a PILOT payment to the City that is equal to \$3,500,000 multiplied by the applicable mill rate for that year. One purpose of the Guaranteed Tax Value is to ensure that the City receives enough increment to pay its Debt Service for the Project Infrastructure. Therefore, in no year prior to closure of the District shall the total of real estate tax and PILOT payments for the Property be less than the City’s Debt Service obligation for that year, and the PILOT payment shall be adjusted accordingly to achieve this benchmark in any applicable 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.

5.6. Special Assessment. United 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 Section 19.5 below, shall

immediately thereafter be added and collected as a special assessment to the Property, as specified in Section 19.7 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. The City shall comply with Section 19.7 of this Agreement with respect to initiating any special assessment of the Real Estate for Project Infrastructure.

5.7. 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 United'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. Developer Incentive Payments. The Parties acknowledge that the City and United will mutually benefit from an accelerated increase in tax increment within the District. Therefore, subject to all other terms and provisions of this Agreement, the City

shall make the following incentive payments to United:

6.1. Phase 1 Incentive. The City shall make to United a cash incentive payment of Seven Hundred and Sixty-Five Thousand Dollars (\$765,000.00) no later than sixty (60) days after issuance of the final occupancy permit for Phase 1 of the Project Development, provided that United shall provide the City with not less than sixty (60) days advance written notice of the anticipated Phase 1 completion date.

6.2. Phase 2 Incentive. The City shall make to United a cash incentive payment of Eighty Thousand Dollars (\$80,000.00) no later than sixty (60) days after issuance of the final occupancy permit for Phase 2 of the Project Development, provided that United shall provide the City with not less than sixty (60) days advance written notice of the anticipated Phase 2 completion date.

6.3. Phase 3 Incentive. The City shall make to United a cash incentive payment of Four Hundred and Fifty-Five Thousand Dollars (\$455,000.00) no later than sixty (60) days after issuance of the final occupancy permit for Phase 3 of the Project Development, provided that United shall provide the City with not less than sixty (60) days advance written notice of the anticipated Phase 3 completion date.

6.4. Net Increment Incentive Payments. Commencing in the year after Phases 1, 2 and 3 have all been completed, but in no case prior to the year 2025 (due in calendar year 2026), and continuing each year thereafter through the year 2042 (due in calendar year 2043), the City shall pay to United an annual incentive payment in an amount equal to eighty percent (80%) of the real estate net tax

increment retained by the City after payment by the City of any debt service and other eligible project costs and/or expenses (collectively, the “Debt Service”) paid that year as part of its administration of the District Plan. For the purpose of this Agreement, the City’s Debt Service means the payments actually made to satisfy the City’s debt service and other project costs and expenses, and shall include, without limitation, all design, engineering, construction and installation of all street grading and construction, traffic signals and other controls, fill erosion control, curb, gutter, sidewalk, stormwater management, sanitary sewer and water systems, electric distribution and other utility systems and related infrastructure servicing the Project and located within the municipal right of way to the lot line of the Project Development, all in conformance with the policies and provisions of the Waupun Municipal Code, as amended and any applicable requirements of the State of Wisconsin (collectively, “Project Infrastructure”). The estimated costs for the Project Infrastructure, and an estimate of the other eligible project costs and / or expenses are attached and incorporated as Exhibit C. The City will not add additional projects to the Project Infrastructure that will increase the Debt Service under this Agreement unless 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 as determined through final engineering and the municipal bidding process). The City shall use good faith efforts to match the terms of its borrowing so that annual Debt Service obligations are not greater than the expected tax increment created by the Guaranteed Tax Value. An example of the

manner in which the annual payment shall be calculated is attached and incorporated as Exhibit D to this Agreement. Notwithstanding any other provision in this Agreement to the contrary, the cumulative amount of net increment incentive payments made to United under this Section 6.4 shall not exceed the total sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). All payments under this Section 6.4 shall cease after this cap has been reached, or after closure of the District, which is anticipated in the year 2042, whichever shall first occur.

6.5. EDA Grant Funding. In the event that the City obtains a U.S. Economic Development Administration grant, or any combination of alternative grant funding sources, United will cooperate and provide the necessary reports relative to jobs, wages, etc., that the City may require to allow it to comply with any reporting requirements for said grant. Parties. The proceeds of this grant, if any, shall be retained by the City.

7. Environmental Protection and Monitoring.

7.1. Environmental Protection as a Material Term. Each of the Parties acknowledge that protection of the environment, protecting the health and safety of Waupun community residents, maintaining an environmentally safe workplace and maintaining a community that is free from harmful or otherwise objectionable environmental emissions is a material inducement for the City to enter into this Agreement. The following provisions are therefore incorporated in this Agreement in furtherance of this purpose.

7.2. Prohibition on Use of Hexane in Processing. United agrees that all

times while it is operating a soybean processing or related facility on the Real Estate, it shall completely refrain from use of the liquid solvent hexane in any of its processing operations or otherwise, and shall only use processing that avoids all use of hexane in such operations. In addition, United shall not store or maintain hexane and hexane related products on the Real Estate at any time, nor shall United use hexane or hexane related products in any of its operations conducted on the Real Estate.

7.3. Smoke, Haze, Dust and Particulate Emission. United shall at all times comply with the performance standards in Section 16.18 of the Waupun Zoning Code, as amended, as they relate to smoke, dust, and particulate matter for the M2 Zoning District.

United shall not commence construction on any phase of the Project until it has notified the City that it has obtained appropriate air permits from the Wisconsin Department of Natural Resources, or has been informed by the Wisconsin Department of Natural Resources that no such permits are necessary. United shall provide copies of the applicable permits and/or correspondence to the City prior to commencing construction. In addition, United shall not commence construction on any phase of the Project prior to submitting a detailed dust control and mitigation plan and has received written approval of the City with respect to that plan. United shall at all times comply with the provisions of any approved dust control and mitigation plan.

United shall at all times observe the ambient air quality standards for

particulate matter in Wis. Admin. Code § NR 404.04(8) and (9). United shall control fugitive dust as provided in Wis. Admin. Code § NR 415.04. To the extent there is any conflict among the standards described in this section, United shall observe the standards that are most stringent.

7.4. Sound, Vibration and Glare. United shall at all times comply with the applicable performance standards in Section 16.18 of the Waupun Zoning Code, as amended, as they relate to sound, vibration, and glare.

7.5. Odor. United shall at all times comply with the performance standards in Section 16.18 of the Waupun Zoning Code as they relate to odor emissions for the M2 Zoning District. In addition to these requirements, United shall not cause, allow or permit emission into the ambient air of any substance or combination of substances in such quantities that result in an objectionable odor. As used in this Agreement, an odor shall be conclusively deemed “objectionable” when: (a) the Wisconsin Department of Natural Resources (DNR), after conducting an investigation pursuant to Wis. Admin. Code § NR 429.03, issues a written decision that the odor is objectionable; or (b) when not less than thirty (30) persons execute a written petition claiming to have been exposed to the odor in their place of residence or employment, other than employment at United, or in public spaces used by such residents, and they consider the odor to be objectionable in light of its nature, intensity, frequency and/or duration. All signatories of any such petition shall be eighteen (18) years or older, shall either reside or work within the City or Township of Chester, and with respect to petitioners residing in single-family

residential dwellings, only one (1) signature per tax parcel shall be counted with respect to the minimum number of required signatures. On receipt of notification of an objectionable odor emanating from the Project Development as specified above, United shall promptly advise the City of and take measures as required by the City to abate or otherwise control the objectionable odor. Should the objectionable odor persist or recur, then the City may require United to prepare and promptly implement an odor remediation and control plan in consultation with the City. The City may further require United to retain an expert in the preparation and implementation of the odor remediation and control plan, all at the sole expense of United.

7.6. Chemical Use and Storage. United shall utilize and store chemicals in compliance with all federal, state, and municipal laws and code restrictions, including without limitation, those promulgated by the Wisconsin Department of Agriculture, Trade & Consumer Protection and the DNR. Prior to constructing any phase of the Project Development, United shall provide the City with a list of any and all substances it will use or store onsite during project operation that are toxic, corrosive, flammable, irritants, strong sensitizers, or explosives, pursuant to Wis. Stat. § 299.01(6), or that are regulated as hazardous, extremely hazardous, or toxic substances, or are subject to reporting requirements under, the federal Emergency Planning and Community Right-to-Know Act Sections 302 and 313, the Comprehensive Environmental Response, Compensation, and Liability Act, 40 C.F.R. 302.4, or under Section 112(r) of the Clean Air Act. United shall promptly

update the list as new substances are used onsite during project operation.

7.7. Containment and Remediation of Contaminant Discharge. In the event of any unplanned or unauthorized discharge of a regulated, hazardous, or toxic substance resulting from project construction or operation, United shall promptly and without delay follow all applicable federal, state, and local laws for remediation and reporting, including but not limited to Wis. Stat. ch. 292 and its implementing regulations. United agrees the City is not a responsible party for any contamination resulting from any construction or operation of any phase of the Project Development.

7.8. Water Discharge. United shall contemporaneously notify the City of any permit application it files with the Wisconsin Department of Natural Resources to discharge pollutants to waters of the state from any point source under Wis. Stat. § 283.31, and shall provide the City with a copy of any permit it receives.

7.9. Public Nuisance. United shall not cause a public nuisance within the meaning of Chapter 9 of the Waupun Municipal Code, as amended. This Section 7.9 is not limited by any other provision in this Agreement.

7.10. Other Potential Hazards. For each phase of the Project Development, United shall prepare or, as applicable, update, an Emergency Preparedness and Response Plan for potential emergencies, including those from fire, explosion, severe weather, third Party threats, and spills. The Emergency Preparedness and Response Plan shall comply with any applicable federal, state, and local standards. The Plan shall be provided to the City prior to each phase of

construction. The City may require that United provide specialized training or resources to local first responders to address unique risks presented by the facility, which United shall provide at its sole expense.

7.11. Monitoring and Reporting. United agrees that it will comply with all applicable monitoring requirements relating to any environmental laws or regulations, including but not limited to its use of substances regulated under federal, state, or local environmental laws and all environmental conditions and will make the results of these monitoring activities available to the City when monitoring results are outside of any applicable regulatory standard. Such reports or results shall include, without limitation, any monitoring reports (such as air quality monitoring, surface water quality monitoring, or groundwater quality monitoring or sampling) submitted to any federal, state, or local agency with jurisdiction over environmental matters. Such reports shall be submitted to the City within three (3) business days of the date they are provided to the applicable federal, state, or local agency. In addition to this requirement, United agrees that it will immediately notify the City of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the Real Estate. United also agrees that following notification to the City that contamination may exist, United shall make all reasonable accommodations to allow the City to inspect the Real Estate and monitor such cleanup operations as may be required by the terms of this Agreement or any appropriate local, state, or federal agencies.

United agrees that, within three (3) business days of the receipt of any citation, forfeiture, notice of non-compliance, notice of violation, summons and complaint, or any other enforcement action related to alleged violations of any environmental laws (including but not limited to laws related to air quality, surface water, groundwater, spills, and improper storage of fertilizers or other materials) from any state, federal, or local agency (“enforcement document”), United will provide a copy of the enforcement document to the City and will copy the City on any subsequent correspondence regarding the enforcement document until the federal, state, or local agency has closed the action, or the action is otherwise resolved.

United shall immediately notify the City of all complaints it receives from any local area resident or person who works within the City related to smoke, dust, particulate emissions, sound, vibration, glare, odor, chemical use and storage, runoff, trash, and any other environmental hazards, recording the name of the complainant (if given), the date of the complaint, and the substance of the complaint. The City shall maintain a record of all complaints received related to smoke, dust, particulate emissions, sound, vibration, glare, odor, chemical use and storage, runoff, trash, and any other environmental hazard.

United shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) with respect to the presence or suspected presence of

any toxic or hazardous substances arising from or related to any activity occurring by reason of United's ownership or use of the Property or adjacent street right-of-way. Without limiting the generality of the foregoing, the indemnification by United shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

8. Cooperative Transportation Plan. Each of the Parties acknowledge that traffic control and a viable transportation plan for the Project Development is essential to enhance the commercial operations of United, and for the safe and convenient management of traffic flow to and from the Real Estate. United estimates that after completion of each phase of Project Development, its commercial operations will generate inbound and outbound vehicular and rail car traffic as specified on the attached Exhibit E, which is incorporated by reference. The Parties each acknowledge that reliance on this estimate by the City is a material inducement for the City to enter into this Agreement with United. Therefore, if at any time the estimated amount of vehicular or rail car traffic directly related to United's use of the Property exceeds these estimates by greater than fifteen percent (15%), the Parties will at that time, in good faith and in cooperation with the Wisconsin Department of Transportation, negotiate the terms of a transportation management plan to address any such increase in vehicular or rail car traffic. The Parties shall equally pay for all costs associated with any traffic or

transportation study or studies as may be required for this purpose. In addition, United shall at all times use commercially reasonable efforts to effectively manage its commercial operations so as to avoid, to a reasonable extent practicable, traffic congestion in and around the Real Estate and traffic routing through the City of Waupun. United shall include complaints from the general public regarding traffic on the log referred to in Section 7.11 above.

9. Storm Water Management. Prior to commencing any Phase of the Project Development, United 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. United shall, at all times during construction and operation of any Phase of the Project Development, comply with all terms and conditions specified in its stormwater plan and maintenance agreement. United 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, United 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.

10. Utility Services. United 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 United on the Real Estate is a material inducement for the City to enter into this Agreement. United 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. United 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.

11. Parking, Landscaping and Storage Areas. 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 United utilizes permeable pavement to improve stormwater control, subject to prior City approval. All walkways shall be constructed of Portland cement concrete, unless United utilizes permeable pavement to improve stormwater control, subject to prior City approval. Exterior storage areas, including without limitation those areas used for storage of refuse and recyclable materials, shall be screened from view from all Real Estate boundaries with a solid fence or such other opaque screening as may be approved by the City. 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. United shall be solely responsible for all costs and expenses incurred in this respect.

12. Use and Decommissioning of Facilities. United agrees that after any phase of the project has been completed as specified in Section 3 above, it will not abandon or otherwise cease to use that Project Development phase for the commercial purposes specified in this Agreement for a period of thirty (30) years following date of completion.

It shall not be a violation of this provision if United ceases to use the Project Development phase during any restoration period specified in Section 15 below. If, after this term United desires to cease to use any Project Development phase for the commercial purpose intended, then it shall notify the City and the parties shall thereafter mutually agree to a plan for United, at its sole expense, to timely decommission and remove all buildings, structures and fixtures associated with that development phase, unless such buildings, structures and fixtures may be re-purposed as the parties may agree. The plan for decommissioning shall include, without limitation, removal or remediation of any environmental contaminants on the real estate that are no longer used by United as part of its commercial operations. In addition, the City may, in its sole discretion, as part of an agreed decommissioning plan, require United to provide an irrevocable letter of credit or other form of security as specified in Section 19.9 below, to assure the faithful performance of United's obligations with respect to the decommissioning.

13. Assignment and Sublease Restricted. This Agreement shall not be assigned by United 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. United shall not attempt to sublease its interest in this Agreement without the consent of the City, which consent shall not be unreasonably withheld, and any attempt to do so shall be void and shall constitute an act of default of this Agreement. If the City does agree to an assignment or sublease of this Real Estate, then any permitted transferee shall agree to be fully bound by the terms of this Agreement. United acknowledges

that the terms of this Agreement represent a primary and material inducement for the City to convey the Real Estate to United. 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 United in the Real Estate to any third Party.

14. Taxable Entity; Payment in Lieu of Taxes. The City has entered into this Agreement with United on the basis that United is not a legal entity that is exempt from real estate taxation. United 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 United receives an exemption from general real estate taxes, then United 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. United 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.

15. Destruction and Restoration. In the event of that any buildings, structures, fixtures or improvements constructed as part of the Project Development specified in Section 3 above shall be damaged or destroyed by fire or otherwise, United, 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. United 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 United from any of its obligations or requirements under this Agreement, nor shall any payment due from United abate during any restoration period, except by mutual written agreement of the Parties.

16. Insurance and Assumption of Risk.

16.1. Required Insurance. United, 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 specified in Section 3 above, 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 United. 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, United 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 United and the City.

16.2. 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.

16.3. Assumption of Risk. Notwithstanding any insurance requirement specified in this Agreement, United 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.

16.4. 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.

16.5. 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 Section 16.5 shall prevail over any conflicting or inconsistent provision set forth elsewhere in this Agreement.

16.6. 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.

17. Maintenance of Records and Audit. United 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 United under federal and state law, and the terms of this Agreement. United 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 United with respect to all terms of this Agreement.

18. Term and Termination of Agreement.

18.1. 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 United to pay to the City of Waupun any PILOT as specified in Section 5 above, and any City obligation to make incentive payments under Section 6.4 above, 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. The City shall not close the District prior to 2040 unless the City's incentive payments to United have reached the \$2,500,000 cap.

18.2. 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.

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

19.1. 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) United, if it undergoes dissolution or liquidation, or the commencement of any proceedings for dissolution or liquidation that are not dismissed within ninety (90) days.

19.2. 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.

19.3. Emergency Action. As used in this Agreement, an “emergency” means a situation that arises where the City deems United 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 United, and United 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 United via telephone, facsimile or electronic mail to United’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 United

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.

19.4. 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 Sections 19.5 and 19.6 below. 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 in Section 19.2 above. The City and United 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 specified in Sections 20.5 and 20.6 below.

19.5. Remedial Action Available to the City. If United 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 United, as deemed adequate by the City in its sole and absolute discretion, that United 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 United 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 United 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 in Section 19.7 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 United under any provision of this Agreement.

19.6. Remedial Action Available to United. If the City is in default of this Agreement, United 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 United shall, to the extent required by law, use commercially reasonable efforts to mitigate its loss or damages.

19.7. 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 Section 19.5 above. 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. United 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, United 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. United 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 United in this respect. Notwithstanding this provision, the inclusion of any amount due from United 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 shall not seek to impose a duplicative special assessment for any Project Infrastructure for any portion of the Project Development that was included in the initial Project plan. However, 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.

19.8. 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.

19.9. Performance Security. If the City at any time in good faith shall deem itself insecure as a result of a default by United as specified in Section 19.1 above, then the City may require United, as a term of any right to cure under Section 19.2 above, 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 United'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 Section 19.9 shall constitute a material breach by United of the terms of this Agreement.

19.10. 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.

19.11. 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.

20. United Warranties and Representations. United 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 United and performing its obligations under this Agreement:

20.1. Business Entity. United 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.

20.2. 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 United and no other or further acts or proceedings of United 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 United and constitute the legal, valid and binding agreement and obligation of United, 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.

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

20.4. Sufficient Funds for Project Development. As of the date of this Agreement, United has sufficient available funds and resources to enable the United to complete and fully perform all of its obligations under this Agreement. On the request of the City, United shall make available for inspection evidence of its financial resources on which it bases this warranty and representation. United 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. The City agrees to use reasonable safeguards to maintain the confidentiality of any financial or confidential information of United to the maximum extent permitted under applicable law, to provide prompt written notice (in any event within 3 business days) to United of any Wisconsin public records or similar request seeking information related to the financial resources of United, and to consult with United 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.

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

21.1. Time of the Essence. The City and United 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.

21.2. Force Majeure. Neither United 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 United, 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.

21.3. Compliance with Codes and Statutes. The Parties acknowledge that full compliance by United of all such codes, statutes and administrative code provisions is a material inducement for the City to enter into this Agreement. United 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, United 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.

21.4. No Waiver of Municipal Approval Processes. United 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.

21.5. 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. United 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.

21.6. 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.

21.7. 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.

21.8. 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.

21.9. 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.

21.10. 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 United, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. The City and United 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.

21.11. 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.

21.12. 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.

21.13. Written Amendment. No amendment of this Agreement shall be

binding on either Party unless confirmed in writing and executed by both Parties.

21.14. 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 E. Main Street
Waupun, WI 53963

ATTN: Mr. David A. Cramer
United Cooperative
N7160 Raceway Rd
Beaver Dam, WI 53916

21.15. 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.

21.16. 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.

21.17. 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.

21.18. 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.

21.19. 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.

Dated this ____ day of _____, 2022.

United Cooperative

By: _____
David A. Cramer
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
_____ COUNTY)

Personally appeared before me this day and year above written, David A. Cramer, as President and authorized agent for United Cooperative, a Wisconsin Cooperative formed under Chapter 185 of the Wisconsin Statutes, to me know to be the person who executed the foregoing instrument and acknowledges the same.

Notary Public, Wisconsin
My Commission:

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
3. Exhibit C: Estimated Costs for Project Infrastructure
3. Exhibit D: Sample Calculation of Net Increment Incentive Payment
4. Exhibit E: United Estimate of Inbound/Outbound Truck and Rail Traffic

EXHIBIT "A"

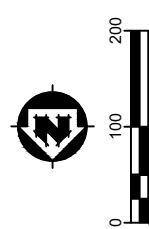
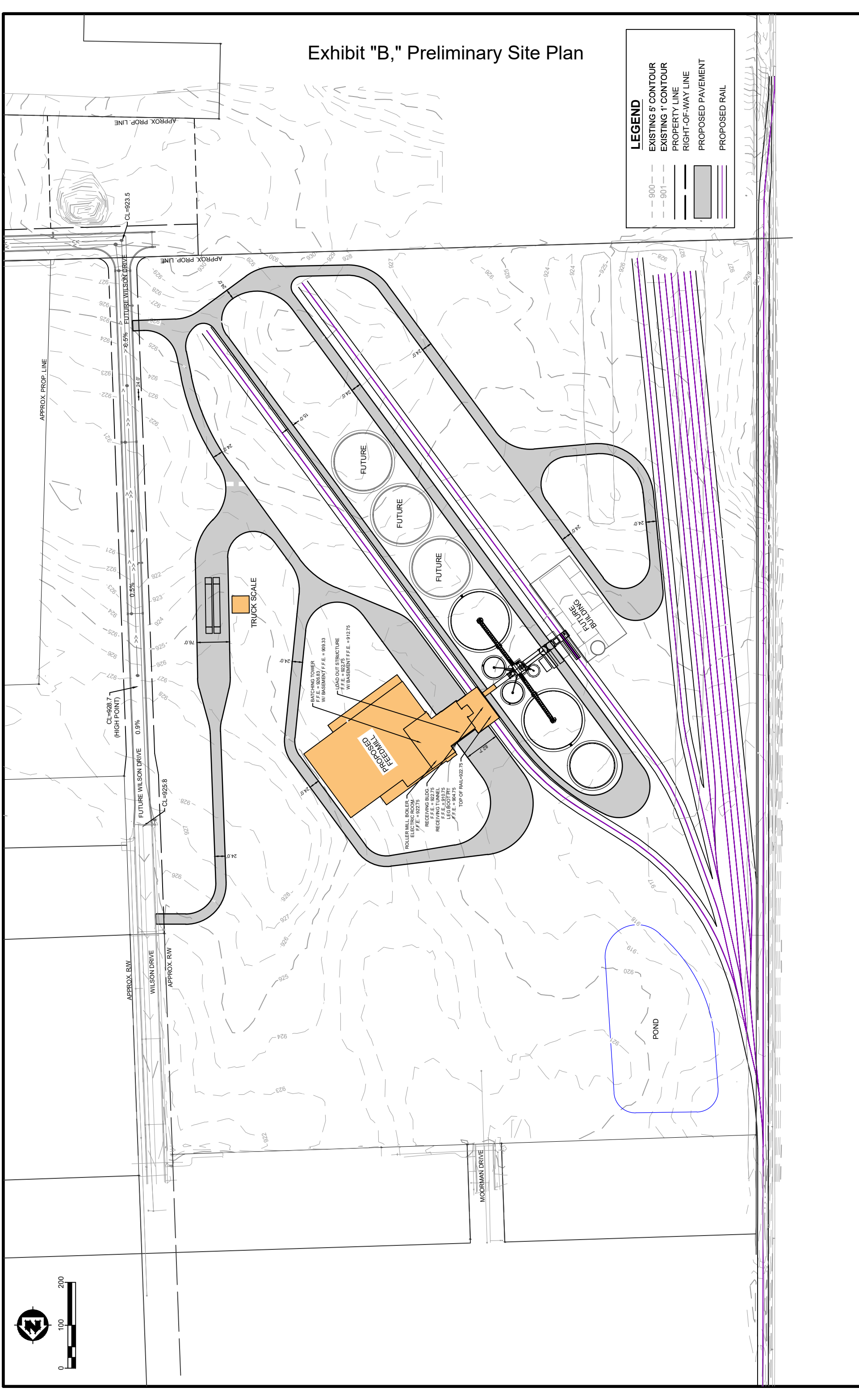
DEVELOPER AGREEMENT REAL ESTATE DESCRIPTION

[Insert Property Description Here]

Exhibit "B," Preliminary Site Plan

LEGEND

- - 900 - - EXISTING 5' CONTOUR
- - 901 - - EXISTING 1' CONTOUR
- — — — — PROPERTY LINE
- — — — — RIGHT-OF-WAY LINE
- ▬▬▬▬▬▬ PROPOSED PAVEMENT
- ▬▬▬▬▬▬ PROPOSED RAIL



| | | | | |
|--|-----|------|----------|----|
| PROJECT DATE: 6/2022 | NO. | DATE | REVISION | BY |
| DESIGNED BY: | | | | |
| CHECKED BY: | | | | |
| PLT DATE: 6/30/2022 10:28 AM, G:\02\02878\02878\018\CADD\Construction Documents\02878\018 ExhibitB.dwg | | | | |

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UNITED COOPERATIVE DEVELOPMENT PROJECT
 UNITED COOPERATIVE
 CITY OF WAUPUN, DODGE COUNTY, WISCONSIN

EXHIBIT "C"

ELIGIBLE PROJECT COSTS

Eligible project costs as outlined below are anticipated costs based on the best available information at the time of agreement signing. Eligible public infrastructure costs include the costs for all design, engineering, construction and installation of all street grading and construction, traffic signals and other controls, fill erosion control, curb, gutter, sidewalk, stormwater management, sanitary sewer and water systems, electric distribution and other utility systems and related infrastructure servicing the Property and located within the municipal right of way to the lot line of the Property. The City reserves the right to update this exhibit and related cost schedule to reflect actual costs based on finalized engineering designs, construction contracts and performance of those contracts, or interest applied as part of debt service obligation. The City further reserves the right to update this schedule for additional infrastructure requirements not contemplated in the initial project plan but deemed essential by the city or others in the future.

| Anticipated Project Costs: | | |
|----------------------------|-----------------------------------|--|
| \$ 3,107,770 | Public Infrastructure | |
| \$ 850,000 | Land | |
| \$ 500,000 | SW Contribution | |
| \$ 200,000 | Professional Services/Consultants | |
| \$ 950,000 | Interest | |
| \$ 1,300,000 | Occupancy Incentive | |
| \$ 2,500,000 | Incentives | |
| \$ 9,407,770 | Total Costs | |

EXHIBIT "D"

SAMPLE CALCULATION OF NET INCREMENT INCENTIVE PAYMENT

Commencing in the year after Phases 1, 2 and 3 have all been completed, but in no case prior to the year 2025 (due in calendar year 2026), and continuing each year thereafter through the year 2042 (due in calendar year 2043), the City shall pay to United an annual incentive payment in an amount equal to eighty percent (80%) of the real estate net tax increment retained by the City after payment by the City of any debt service and other eligible project costs and/or expenses (collectively, the "Debt Service") paid that year as part of its administration of the District Plan. An example of the manner in which the annual payment shall be calculated follows. For the purpose of this example, a number of annual payment scenarios are outlined to reflect the potential variability of the incentive payment.

| | |
|--|-------------|
| YEAR 1 EXAMPLE CALCULATION: | |
| Increment Generated for Year: | \$600,000 |
| Less City Debt Service Obligation: | (\$300,000) |
| Less Other Eligible Expenditures: | (\$ 50,000) |
| Remaining Increment After Debt Service Payment: | \$250,000 |
| Incentive Paid to Developer - \$250,000 x 80% | \$200,000 |
| YEAR 2 EXAMPLE CALCULATION: | |
| Increment Generated for Year: | \$550,000 |
| Less City Debt Service Obligation: | (\$350,000) |
| Less Other Eligible Expenditures: | (\$ 50,000) |
| Remaining Increment After Debt Service Payment: | \$150,000 |
| Incentive Paid to Developer - \$150,000 x 80% | \$120,000 |
| YEAR 3 EXAMPLE CALCULATION: | |
| Increment Generated for Year: | \$400,000 |
| Less City Debt Service Obligation: | (\$350,000) |
| Less Other Eligible Expenditures: | (\$ 50,000) |
| Remaining Increment After Debt Service Payment: | \$ 0 |
| Incentive Paid to Developer - \$0 x 80% | \$ 0 |
| YEAR 4 EXAMPLE CALCULATION: | |
| Increment Generated for Year: | \$300,000 |
| Less City Debt Service Obligation: | (\$350,000) |
| Less Other Eligible Expenditures: | (\$ 0) |
| Remaining Increment After Debt Service Payment: | (\$ 50,000) |
| PILOT Payment made by developer for variance of \$50,000 | \$ 50,000 |

Notwithstanding any other provision in this Agreement to the contrary, the cumulative amount of net increment incentive payments made to United under this Section 6.4 shall not exceed the total sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). All payments under this Section 6.4 shall cease after this cap has been reached, or after closure of the District, which is anticipated in the year 2042, whichever shall first occur.

EXHIBIT "E"

UNITED ESTIMATE OF INBOUND/OUTBOUND TRUCK AND RAIL TRAFFIC

Trucks predominately routed via US 151 North and South bound with exits at State Highway 26, which will minimize the amount of truck traffic and wear and tear on City roads/infrastructure. Planned intersection with Shaler Drive will be added to STH26 to support Wilson Drive extension. An Investigative Review (IR) required by the WI-DOT was conducted to confirm infrastructure requirements for that intersection. Since completion of the IR, traffic counts have been updated and are noted below. Where changed, the original IR traffic counts are included parenthetically. The City of Waupun has submitted a request for further review by WI-DOT to confirm assumptions for design and costs of the STH 26 intersection based on updated traffic counts. Adjustments to Exhibit C may be made based on any changes to requirements made by WI-DOT in this review.

Phase 1: Feed Production Traffic Impact

- Rail Cars per week = 12 cars per week estimated in IR
- Inbound truck traffic = 30 per day (70 trucks per week estimated in IR).
- Outbound truck traffic = 30 per day (115 trucks per week estimated in IR).

Phase 2: Grain Handling Traffic Impact

- Inbound / Outbound Trucks estimated in IR: 40-50/day; 10-15/week balance of the year
- During fall grain harvest an additional 150 trucks per 7-day week for 5 weeks (97 per day estimated in IR).

Phase 3: Soybean Processing Facility Traffic Impact

- Rail cars Inbound per week = 20 cars per week estimated in IR
- Rail cars outbound per week = 13 to 14 cars per week estimated in IR
- Inbound Truck = 70 trucks per week estimated in IR
- Outbound Truck = 190 trucks per week (117 trucks per week estimated in IR)
- During fall grain harvest an additional 135 trucks per 7-day week estimated in IR



AGENDA SUMMARY SHEET

MEETING DATE: 6/14/22

TITLE: Offer to Purchase Lot 1 of Dodge County Certified Survey Map #7688

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Administrator Schlieve

| DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT |
|---|---------------|
| Economic Vitality | \$1.348M |

ISSUE SUMMARY:

The proposed offer to purchase, if approved, authorizes City staff to complete a transaction that conveys 67.4 acres of city-owned land in the Waupun Industrial Park at a cost of \$20,000 per acre to United Cooperative for the purpose of constructing the project outlined in the Developer’s Agreement as presented. Approval of this offer to purchase would be contingent upon approval of the Developer’s Agreement.

STAFF RECOMMENDATION:

Contingent on approval of Developer Agreement with United Cooperative, staff recommends approval of this offer

ATTACHMENTS:

Offer to purchase

MOTIONS FOR CONSIDERATION:

Motion to approve the Offer to Purchase by United Cooperative of 67.4 acres in the Waupun Industrial Park outlined as Lot 1 Dodge County CSM# 7688 at a cost of \$20,000 per acre.

| | |
|--|--|
| | |
|--|--|

| | |
|--|--|
| | |
|--|--|

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** June 7, 2022 **[DATE] IS** ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM)~~ ~~(AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, United Cooperative, a Membership Cooperative
4 offers to purchase the Property known as Lot 1 of the proposed Certified Survey Map attached and incorporated as Addendum "B" to this
5 Offer, inclusive of approximately 67.406 acres, more or less

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 One Million Three Hundred Forty-Eight Thousand One Hundred and Twenty and 00/100
10 Dollars (\$ 1,348,120.00).

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 15, 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 June 30, 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.

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

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.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: none

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.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

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.

100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 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

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

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

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

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

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

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

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

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

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

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

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

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 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
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

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

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

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

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

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

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

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

381 (1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 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) ("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

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

488 **TITLE EVIDENCE**

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

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

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

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

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

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

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

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

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

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

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

539 **DEFINITIONS**

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

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 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 _____
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663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 688-683.

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

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

671 Name of Buyer's recipient for delivery, if any: Attorney Robert C. Procter, III

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

673 Seller: (920) 324-2968 Buyer: (608) 257-5444

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

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

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

680 Address for Buyer: 2 E. Mifflin Street, PO Box 1767, Madison, WI 53701-1767

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

682 Email Address for Seller: dan@vklaw.us

683 Email Address for Buyer: rprocter@axley.com

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

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

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

688

689 (x) United Cooperative, a Membership Cooperative

690 Buyer's Signature ▲ Print Name Here ► David A. Cramer, CEO and authorized agent

Date ▲

691 (x)

692 Buyer's Signature ▲ Print Name Here ►

Date ▲

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

697 (x) City of Waupun, a Wisconsin municipal corporation

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

Date ▲

699 (x)

700 Seller's Signature ▲ Print Name Here ►

Date ▲

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

702 _____ on _____ at _____ a.m./p.m.

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

704 Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

LIST OF OFFER ADDENDA

1. Addendum A: Additional Terms of Offer to Purchase
2. Addendum B: Proposed Certified Survey Map of Property
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 United Cooperative, a Membership Cooperative ("the Buyer") is subject to the following additional terms:

1. Real Estate Description. The real estate subject to sale is described as Lot 1 of the proposed Certified Survey Map attached and incorporated as Addendum "B" to this Offer. This transaction is contingent on the Certified Survey Map being fully approved and recorded prior to the closing of this transaction.

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"

Proposed Certified Survey Map



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| PROJECT NO. | 212130 |
| DRAWN BY: | B. BUCHDA |
| SURVEYOR: | E. SCHOOT |
| FILE NO. | UNITED COOP CSM |
| SHEET NO. | 1 OF 5 |

OWNER:
CITY OF WAUPUN

DODGE COUNTY CERTIFIED SURVEY MAP

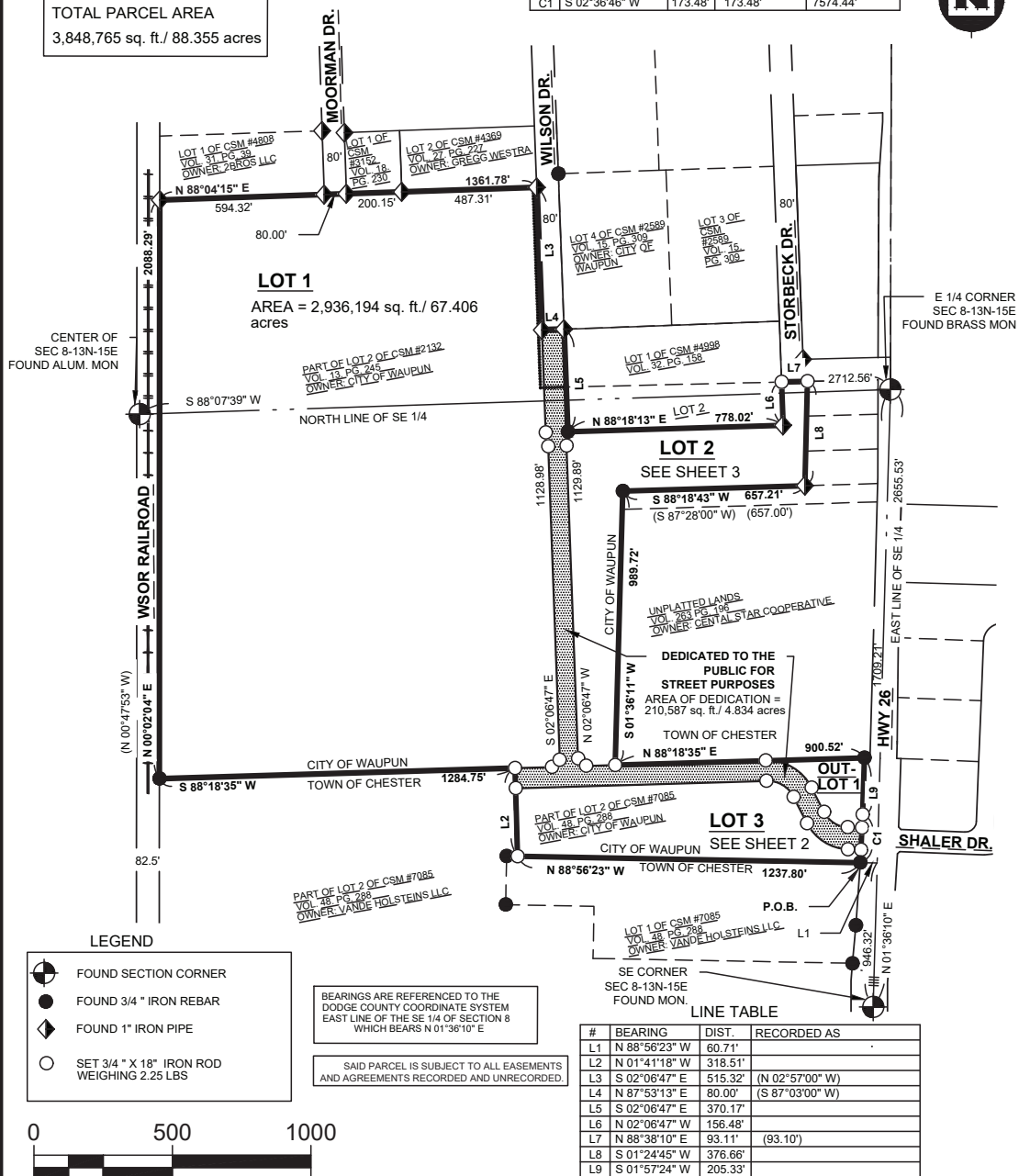
LANDS BEING A PART OF LOTS 1 & 2 OF CSM #2132 AS RECORDED IN VOL. 13 PG. 245 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE & A PART OF LOT 2 OF CSM #7085 VOL. 48 PG. 288 AS RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE. ALSO BEING A PART OF THE SE 1/4 OF THE NE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4, A PART OF THE NE 1/4 OF THE SE 1/4, A PART OF THE NW 1/4 OF THE SE 1/4, A PART OF THE SE 1/4 OF THE SE 1/4 ALL IN SECTION 8, T.13N., R.15E., CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.

CURVE TABLE

| # | CHORD BEARING | DIST. | ARC LENGTH | RADIUS |
|----|---------------|---------|------------|----------|
| C1 | S 02°36'46" W | 173.48' | 173.48' | 7574.44' |



TOTAL PARCEL AREA
3,848,765 sq. ft./ 88.355 acres



LEGEND

| | |
|--|---|
| | FOUND SECTION CORNER |
| | FOUND 3/4" IRON REBAR |
| | FOUND 1" IRON PIPE |
| | SET 3/4" x 18" IRON ROD WEIGHING 2.25 LBS |

BEARINGS ARE REFERENCED TO THE DODGE COUNTY COORDINATE SYSTEM EAST LINE OF THE SE 1/4 OF SECTION 8 WHICH BEARS N 01°36'10" E

SAID PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS RECORDED AND UNRECORDED.

SE CORNER SEC 8-13N-15E FOUND MON.

LINE TABLE

| # | BEARING | DIST. | RECORDED AS |
|----|---------------|---------|-----------------|
| L1 | N 88°56'23" W | 60.71' | |
| L2 | N 01°41'18" W | 318.51' | |
| L3 | S 02°06'47" E | 515.32' | (N 02°57'00" W) |
| L4 | N 87°53'13" E | 80.00' | (S 87°03'00" W) |
| L5 | S 02°06'47" E | 370.17' | |
| L6 | N 02°06'47" W | 156.48' | |
| L7 | N 88°38'10" E | 93.11' | (93.10') |
| L8 | S 01°24'45" W | 376.66' | |
| L9 | S 01°57'24" W | 205.33' | |



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 2025-05-08 10:00 AM
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FUNDING | PLANNING | ENVIRONMENTAL

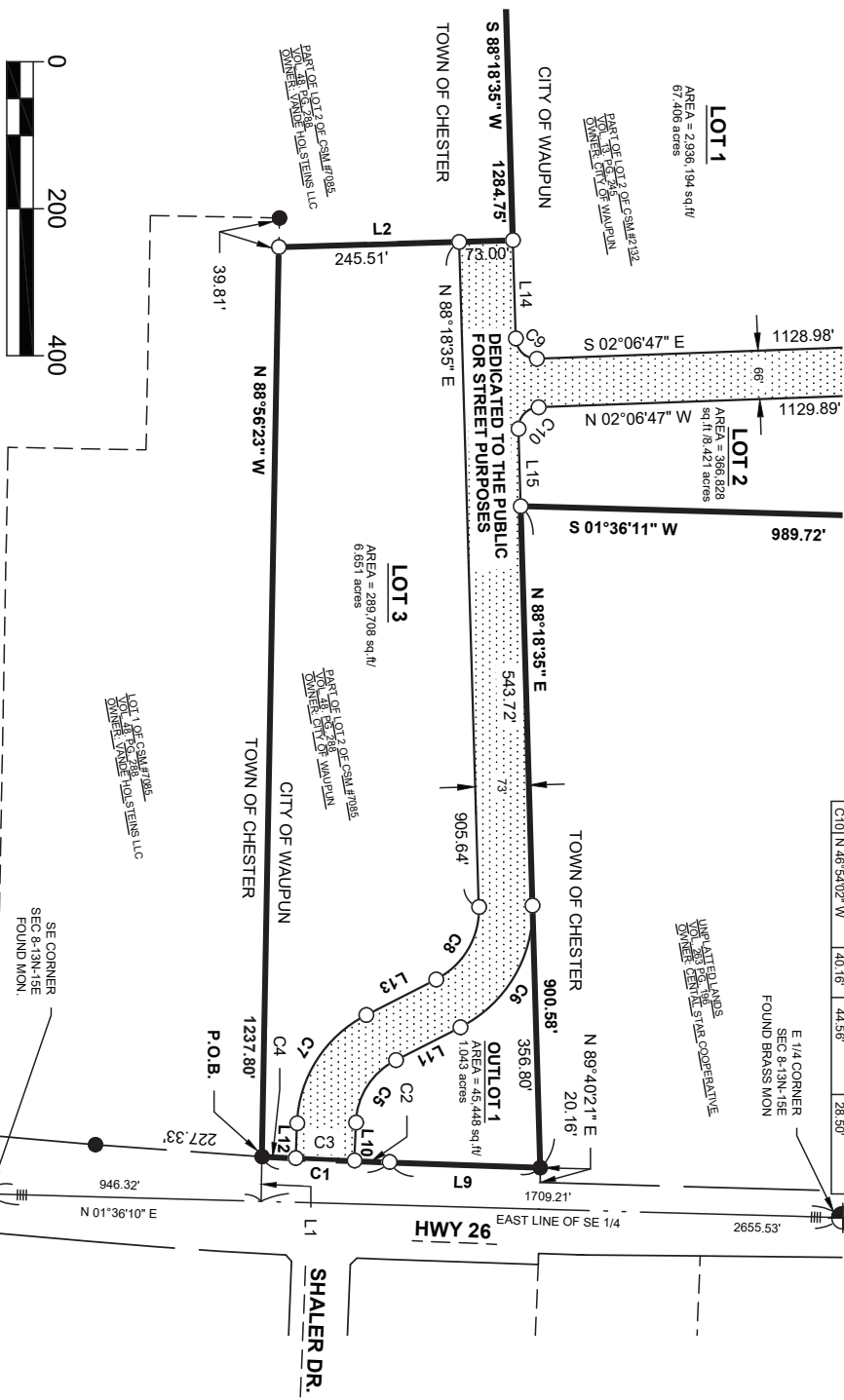
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| PROJECT NO. | 212130 |
| DRAWN BY: | B. BUCHDA |
| SURVEYOR | E. SCHOOT |
| FILE: | UNITED COOP CSM |
| SHEET NO. | 2 OF 5 |

DODGE COUNTY CERTIFIED SURVEY MAP #

LANDS BEING A PART OF LOTS 1 & 2 OF CSM #2132 AS RECORDED IN VOL. 13 PG. 245 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE & A PART OF LOT 2 OF CSM #7085 VOL. 48 PG. 288 AS RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE. ALSO BEING A PART OF THE SE 1/4 OF THE NE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4, A PART OF THE NE 1/4 OF THE SE 1/4, A PART OF THE NW 1/4 OF THE SE 1/4, A PART OF THE SE 1/4 OF THE SE 1/4 ALL IN SECTION 8, T.13N., R.15E., CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.



LINE TABLE

| # | BEARING | DIST | RECORDED AS |
|-----|---------------|---------|-------------|
| L1 | N 88°56'23" W | 60.71' | 000000 |
| L2 | N 01°41'18" W | 318.51' | 000000 |
| L9 | S 01°57'24" W | 205.33' | |
| L10 | N 87°44'13" W | 52.46' | |
| L11 | N 27°01'00" W | 98.27' | |
| L12 | S 87°44'13" E | 48.04' | |
| L13 | S 27°01'00" E | 106.29' | |
| L14 | S 88°18'35" W | 133.60' | |
| L15 | S 88°18'35" W | 106.31' | |

CURVE TABLE

| # | CHORD BEARING | DIST | ARC LENGTH | RADIUS |
|-----|---------------|---------|------------|----------|
| C1 | S 02°38'46" W | 173.48' | 173.48' | 173.444' |
| C2 | S 02°08'12" W | 47.62' | 47.62' | 173.444' |
| C3 | S 02°37'10" W | 80.00' | 80.00' | 173.444' |
| C4 | S 03°05'44" W | 45.86' | 45.86' | 173.444' |
| C5 | N 57°22'36" W | 101.09' | 105.98' | 100.00' |
| C6 | N 59°21'09" W | 192.56' | 203.17' | 180.00' |
| C7 | S 57°22'36" E | 174.88' | 183.34' | 173.00' |
| C8 | S 59°21'09" E | 114.46' | 120.77' | 107.00' |
| C9 | S 43°05'54" W | 40.45' | 44.98' | 28.50' |
| C10 | N 46°54'02" W | 40.16' | 44.58' | 28.50' |

DATE: 08/01/2023 10:58:53 AM
 DRAWN BY: B. BUCHDA
 CHECKED BY: E. SCHOOT
 PROJECT: 212130
 SHEET: 2 OF 5



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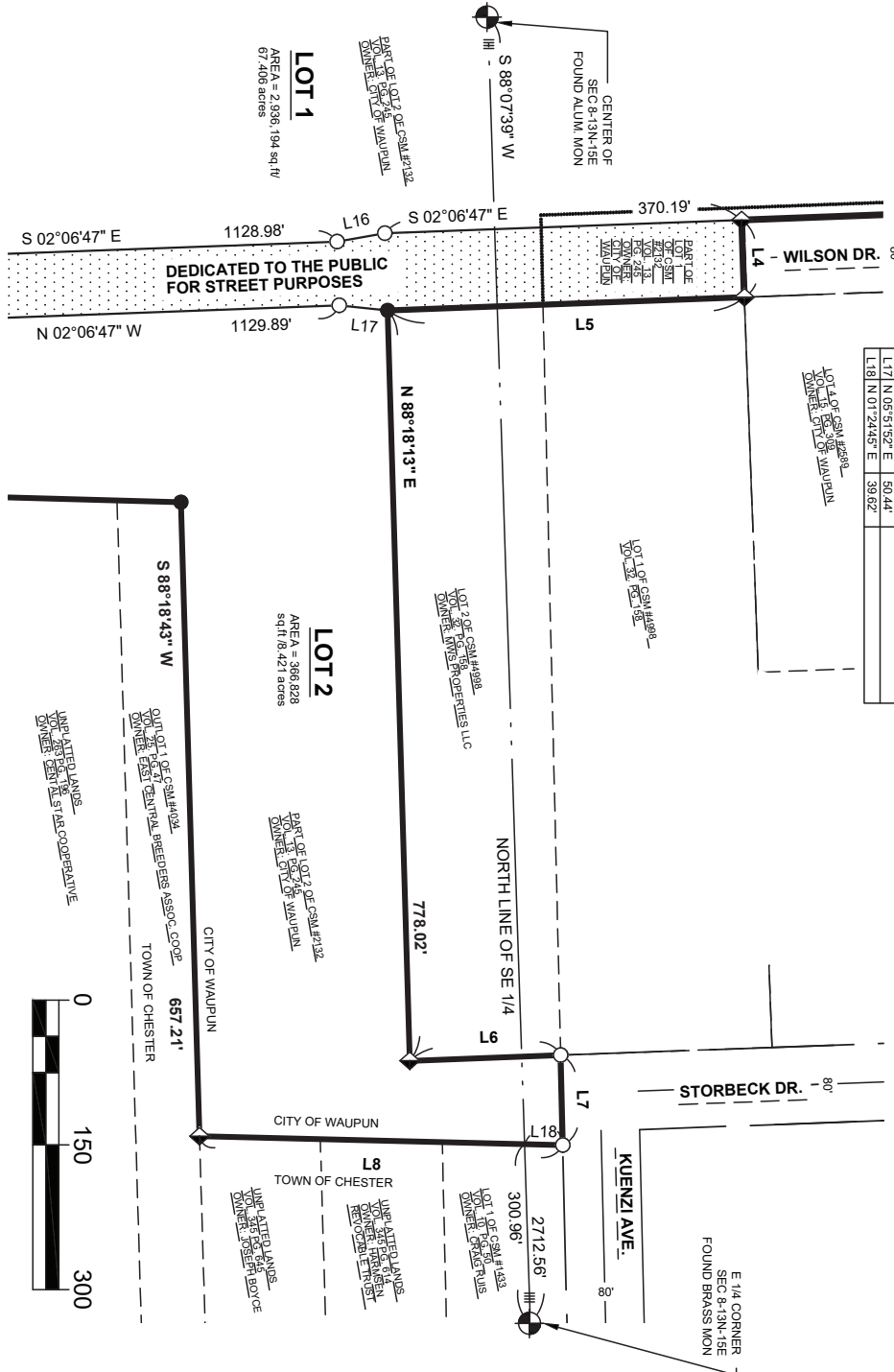
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| PROJECT NO. | 212130 |
| DRAWN BY: | B. BUCHDA |
| SURVEYOR | E. SCHOOT |
| FILE: | UNITED COOP CSM |
| SHEET NO. | 3 OF 5 |

DODGE COUNTY CERTIFIED SURVEY MAP #

LANDS BEING A PART OF LOTS 1 & 2 OF CSM #2132 AS RECORDED IN VOL. 13 PG. 245 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE & A PART OF LOT 2 OF CSM #7085 VOL. 48 PG. 288 AS RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE. ALSO BEING A PART OF THE SE 1/4 OF THE NE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4, A PART OF THE NE 1/4 OF THE SE 1/4, A PART OF THE NW 1/4 OF THE SE 1/4, A PART OF THE SE 1/4 OF THE SE 1/4 ALL IN SECTION 8, T.13N., R.15E., CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.



LINE TABLE

| # | BEARING | DIST. | RECORDED AS |
|-----|---------------|---------|-----------------|
| L4 | N 87°53'13" E | 80.00' | (S 87°03'00" W) |
| L5 | S 02°06'47" E | 370.17' | |
| L6 | N 02°06'47" W | 156.48' | |
| L7 | N 88°38'10" E | 93.11' | |
| L8 | S 01°24'45" W | 376.66' | |
| L16 | S 40°05'37" E | 50.44' | |
| L17 | N 05°51'52" E | 50.44' | |
| L18 | N 01°24'45" E | 39.62' | |



10/21/2021 11:00 AM



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| DRAWN BY: | B. BUCHDA |
| SURVEYOR: | E. SCHOOT |
| FILE NO. | UNITED COOP CSM |
| SHEET NO. | 4 OF 5 |

DODGE COUNTY CERTIFIED SURVEY MAP #

LANDS BEING A PART OF LOTS 1 & 2 OF CSM #2132 AS RECORDED IN VOL. 13 PG. 245 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE & A PART OF LOT 2 OF CSM #7085 VOL. 48 PG. 288 AS RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE. ALSO BEING A PART OF THE SE 1/4 OF THE NE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4, A PART OF THE NE 1/4 OF THE SE 1/4, A PART OF THE NW 1/4 OF THE SE 1/4, A PART OF THE SE 1/4 OF THE SE 1/4 ALL IN SECTION 8, T.13N., R.15E., CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATION

I, Eric Schoot, Professional Land Surveyor of the State of Wisconsin do hereby certify that by order of City of Waupun. I have made a survey being a part of Lots 1 & 2 of CSM #2132 and a part of Lot 2 of CSM #7085. Also being a part of the SE 1/4 of the NE 1/4, a part of the SW 1/4 of the NE 1/4, a part of the NE 1/4 of the SE 1/4, a part of the NW 1/4 of the SE 1/4, a part of the SE 1/4 of the SE 1/4 All in Section 8, Town 13 North, Range 15 East, City of Waupun, Dodge County, Wisconsin and being more particularly described as follows:

LEGAL DESCRIPTION

COMMENCING at the SE corner of Section 8, Town 13 North, Range 15 East in the City of Waupun, Dodge County, Wisconsin, thence N 01°36'10" E, 946.32 feet along the east line of the SE 1/4 of said Section 8 to the easterly extension of the north line of Lot 1 of CSM #7085; thence N 88°56'23" W, 60.71 feet along the easterly extension of the north line of Lot 1 of CSM #7085 to the NE corner of Lot 1 of CSM #7085, the SE corner of lands described in Document # #####, the westerly right of way of Hwy 26 and the **POINT OF BEGINNING**; thence continuing N 88°56'23" W, 1237.80 feet along the north line of Lot 1 of CSM #7085 and the south line of lands described in Document # ##### to the SW corner of lands described in Document # #####; thence N 01°41'18" W, 318.51 feet along the west line of lands described in Document # ##### to the NW corner of lands described in Document # #####, the south line of Lot 2 of CSM #2132, the north line of Lot 2 of CSM #7085 and the north line of the south half of the SE 1/4 of said Section 8; thence S 88°18'35" W, 1284.75 feet along the north line of Lot 2 of CSM #7085, the south line of Lot 2 of CSM #2132 and the north line of the south half of the SE 1/4 of said Section 8 to the NW corner of Lot 2 of CSM #7085, the SW corner of Lot 2 of CSM #2132 and the easterly right of way of the Wisconsin & Southern Railroad; thence N 00°02'04" E, 2088.29 feet along the west line of Lot 2 of CSM #2132 and the easterly right of way of the Wisconsin & Southern Railroad to the SW corner of Lot 1 of CSM #4808; thence N 88°04'15" E, 1361.78 feet along the south line of Lot 1 of CSM #4808, the southerly right of way of Moorman Drive, the south line of Lot 1 of CSM #3152, the south line of Lot 2 of CSM 4369 and a northerly line of Lot 2 of CSM #2132 to the SE corner of Lot 2 of CSM 4369 and the westerly right of way of Wilson Drive; thence S 02°06'47" E, 515.32 feet along the westerly right of way of Wilson Drive; thence N 87°53'13" E, 80.00 feet along the southerly right of way of Wilson Drive to the NW corner of Lot 1 of CSM #4998 and the easterly right of way of Wilson Drive; thence S 02°06'47" E, 370.17 feet along the west line of Lots 1 & 2 of CSM #4998 to the SW corner of Lot 2 of CSM #4998; thence N 88°18'13" E, 778.02 feet along the south line of Lot 2 of CSM #4998 to the SE corner of Lot 2 of CSM #4998; thence N 02°06'47" W, 156.48 feet along the east line of Lot 2 of CSM #4998 to the NE corner of Lot 2 of CSM #4998 and the southerly right of way of Kuenzi Avenue; thence N 88°38'10" E, 93.11 feet along the southerly right of way of Kuenzi Avenue to the NW corner of Lot 1 of CSM #1433; thence S 01°24'45" W, 376.66 feet along the west lines of Lot 1 of CSM #1433, unplatted lands described in Vol. 345 on Pg. 614 and unplatted lands described in Vol. 345 on Pg. 645 to the SW corner of lands described in Vol. 345 on Pg. 645 and the north line of Outlot 1 of CSM #4034; thence S 88°18'43" W, 657.21 feet along the north line of Outlot 1 of CSM #4034 to the NW corner of Outlot 1 of CSM #4034; thence S 01°36'11" W, 989.72 feet along the west line of Outlot 1 of CSM #4034 and the west line of unplatted lands described in Vol. 263 on Pg. 196 to the SW corner of unplatted lands described in Vol. 263 Pg. 196, the north line of lands described in Document # ##### and the north line of the south half of the SE 1/4 of said Section 8; thence N 88°18'35" E, 900.52 feet along the south line of unplatted lands described in Vol. 263 on Pg. 196, the north line of lands described in Document # ##### and the north line of the south half of the SE 1/4 of said Section 8 to the NE corner of lands described in Document # ##### and the westerly right of way of Hwy 26; thence S 01°57'24" W, 205.33 feet along the east line of lands described in Document # ##### and the westerly right of way of Hwy 26 to the beginning of a curve; thence 173.48 feet along the arc of a curve to the right, having a radius of 7574.44 feet, with a chord which bears S 02°36'46" W, 173.48 along the east line of lands described in Document # ##### and the westerly right of way of Hwy 26 to the **POINT OF BEGINNING**.

Said parcel contains 3,848,765 sq. ft / 88.355 acres more or less.

I further certify that this map is a correct representation of all of the exterior boundaries of the land surveyed and the division of that land, that I have complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the City of Waupun Subdivision Ordinances in surveying and mapping the same to the best of my knowledge and belief.

ERIC SCHOOT, PLS S-3149



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| DRAWN BY: | B. BUCHDA |
| SURVEYOR: | E. SCHOOT |
| FILE NO. | UNITED COOP CSM |
| SHEET NO. | 5 OF 5 |

DODGE COUNTY CERTIFIED SURVEY MAP #

LANDS BEING A PART OF LOTS 1 & 2 OF CSM #2132 AS RECORDED IN VOL. 13 PG. 245 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE & A PART OF LOT 2 OF CSM #7085 VOL. 48 PG. 288 AS RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE. ALSO BEING A PART OF THE SE 1/4 OF THE NE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4, A PART OF THE NE 1/4 OF THE SE 1/4, A PART OF THE NW 1/4 OF THE SE 1/4, A PART OF THE SE 1/4 OF THE SE 1/4 ALL IN SECTION 8, T.13N., R.15E., CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

I, Rohn Bishop, Mayor of the City of Waupun, as owner, do hereby certify that we have caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. Said owner further certifies that this Certified Survey Map is required by S.236.34, Wisconsin Statutes to be submitted to the City of Waupun for approval.

In witness whereof, Rohn Bishop, a representative of the City of Waupun, have caused these documents to be signed this

_____ day of _____, 2022.

Rohn Bishop, Mayor of City of Waupun

State of Wisconsin) SS

_____ County) SS

Personally came before me on this _____ day of _____, 2022, the above named Rohn Bishop, Mayor of the City of Waupun., to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Notary Public, _____ County, Wisconsin
My Commission Expires _____

CITY OF WAUPUN APPROVAL

This Certified Survey Map is hereby approved by the City of Waupun.

ROHN BISHOP
MAYOR

Date

Chris Planasch
DODGE COUNTY, WI
Fee Amount: \$30.00 Pages: 5



ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL

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|-------------|-----------------|
| PROJECT NO. | 212130 |
| DRAWN BY: | B. BUCHDA |
| SURVEYOR: | E. SCHOOT |
| FILE NO. | UNITED COOP CSM |
| SHEET NO. | 1 OF 5 |

OWNER:
CITY OF WAUPUN

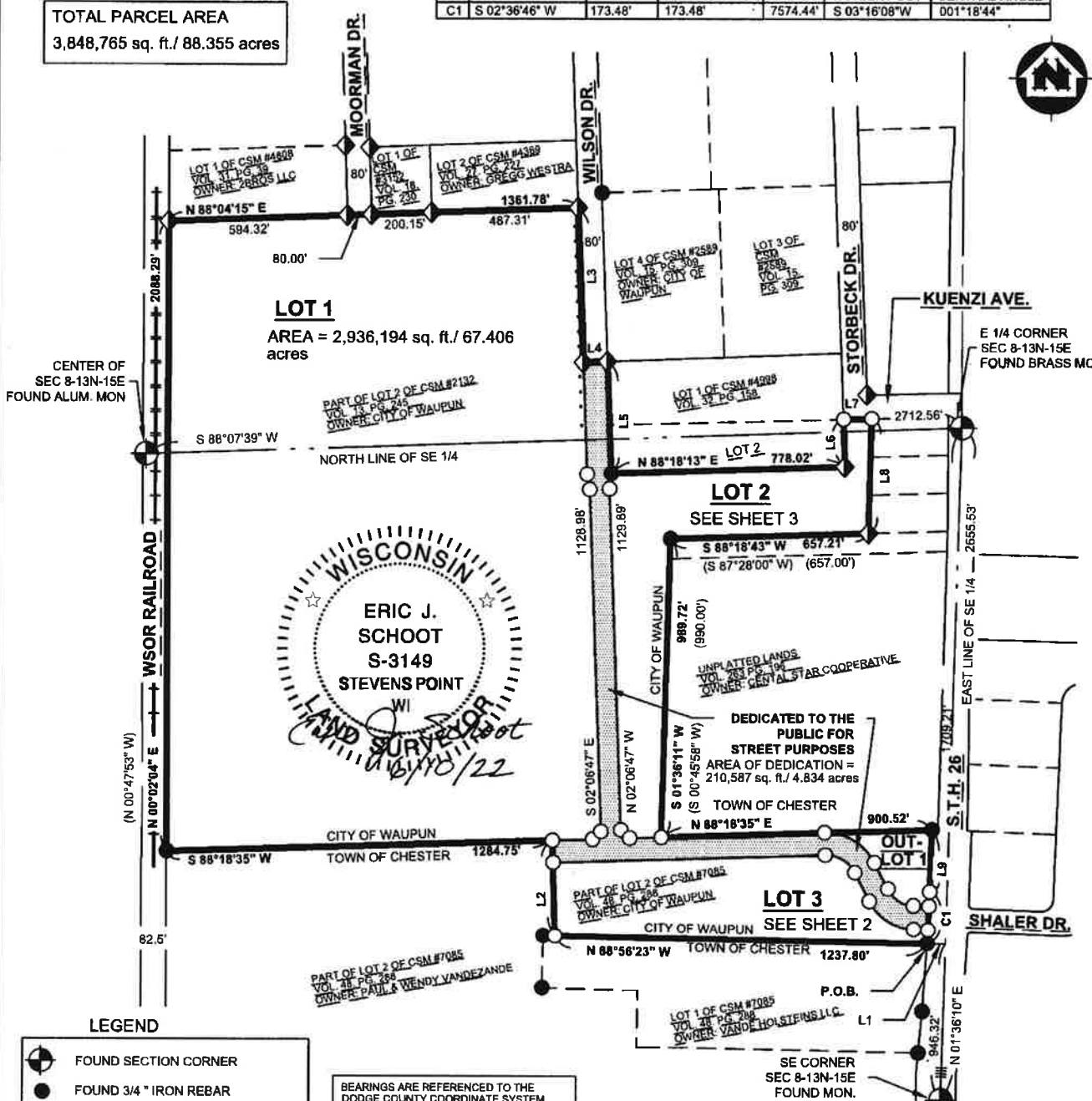
DODGE COUNTY CERTIFIED SURVEY MAP # 7688

LANDS BEING A PART OF LOTS 1 & 2 OF CSM #2132 AS RECORDED IN VOL. 13 PG. 245 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE & A PART OF LOT 2 OF CSM #7085 VOL. 48 PG. 288 AS RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE. ALSO BEING A PART OF THE SE 1/4 OF THE NE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4, A PART OF THE NE 1/4 OF THE SE 1/4, A PART OF THE NW 1/4 OF THE SE 1/4, A PART OF THE SE 1/4 OF THE SE 1/4 ALL IN SECTION 8, T.13N., R.15E., CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.

CURVE TABLE

| # | CHORD BEARING | DISTANCE | ARC DISTANCE | RADIUS | TANGENT OUT | CENTRAL ANGLE |
|----|---------------|----------|--------------|----------|---------------|---------------|
| C1 | S 02°36'46" W | 173.48' | 173.48' | 7574.44' | S 03°16'08" W | 001°18'44" |

TOTAL PARCEL AREA
3,848,765 sq. ft. / 88.355 acres



LEGEND

- FOUND SECTION CORNER
- FOUND 3/4" IRON REBAR
- ◆ FOUND 1" IRON PIPE
- SET 3/4" X 18" IRON ROD WEIGHING 2.25 LBS

BEARINGS ARE REFERENCED TO THE DODGE COUNTY COORDINATE SYSTEM EAST LINE OF THE SE 1/4 OF SECTION 8 WHICH BEARS N 01°36'10" E

SAID PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS RECORDED AND UNRECORDED.



LINE TABLE

| # | BEARING | DIST. | RECORDED AS |
|----|---------------|---------|-----------------|
| L1 | N 88°56'23" W | 60.71' | |
| L2 | N 01°41'16" W | 318.51' | |
| L3 | S 02°06'47" E | 515.32' | (N 02°57'00" W) |
| L4 | N 87°53'13" E | 80.00' | (S 87°03'00" W) |
| L5 | S 02°06'47" E | 370.17' | |
| L6 | N 02°06'47" W | 156.48' | |
| L7 | N 88°38'10" E | 93.11' | (93.10') |
| L8 | S 01°24'45" W | 376.66' | |
| L9 | S 01°57'24" W | 205.33' | |

V53 P314



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FUNDING | PLANNING | ENVIRONMENTAL

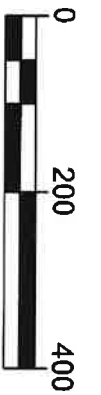
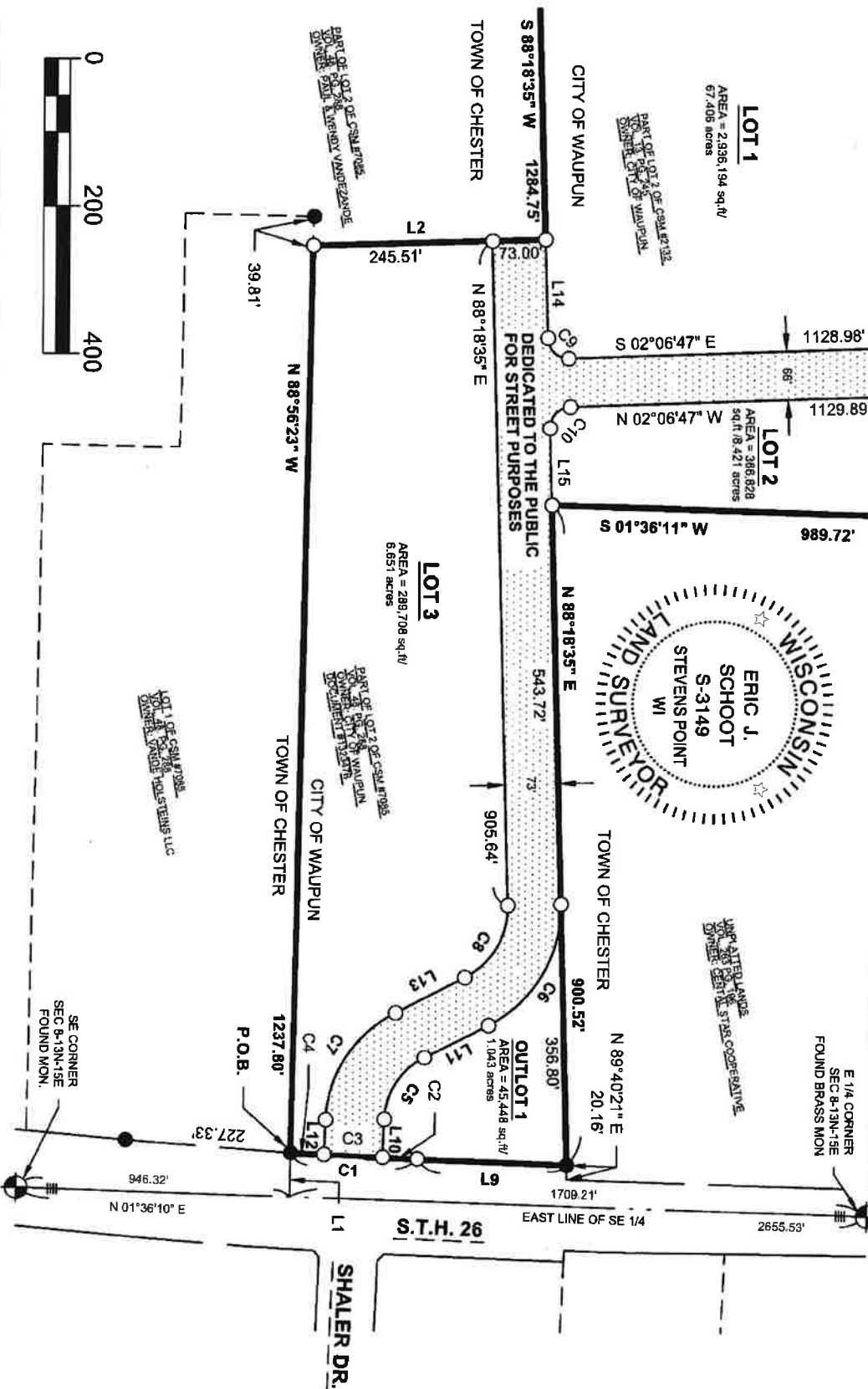
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|-------------|-----------------|
| PROJECT NO. | 212130 |
| DRAWN BY: | B. BUCHDA |
| SURVEYOR | E. SCHOOT |
| FILE: | UNITED COOP CSM |
| SHEET NO. | 2 OF 5 |

DODGE COUNTY CERTIFIED SURVEY MAP # 7688

LANDS BEING A PART OF LOTS 1 & 2 OF CSM #2132 AS RECORDED IN VOL. 13 PG. 245 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE & A PART OF LOT 2 OF CSM #7085 VOL. 48 PG. 288 AS RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE. ALSO BEING A PART OF THE SE 1/4 OF THE NE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4, A PART OF THE NE 1/4 OF THE SE 1/4, A PART OF THE NW 1/4 OF THE SE 1/4, A PART OF THE SE 1/4 OF THE SE 1/4 ALL IN SECTION 8, T.13N., R.15E., CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.



LINE TABLE

| # | BEARING | DIST. | RECORDED AS |
|-----|---------------|---------|-------------|
| L1 | N 88°56'23" W | 60.27' | 000000 |
| L2 | N 01°41'18" W | 318.51' | 000000 |
| L9 | S 01°57'24" W | 295.33' | |
| L10 | N 87°44'13" W | 52.46' | |
| L11 | N 27°01'00" W | 98.27' | |
| L12 | S 87°44'13" E | 48.04' | |
| L13 | S 27°01'00" E | 106.29' | |
| L14 | S 88°18'35" W | 133.60' | |
| L15 | S 88°18'35" W | 105.31' | |

CURVE TABLE

| # | CHORD BEARING | DISTANCE | ARC DISTANCE | RADIUS | TANGENT IN | TANGENT OUT | CENTRAL ANGLE |
|-----|---------------|----------|--------------|----------|---------------|-------------|---------------|
| C1 | S 02°36'46" W | 173.48' | 173.48' | 7571.44' | S 03°18'08" W | 017°18'44" | |
| C2 | S 02°08'12" W | 47.62' | 47.62' | 7574.44' | S 02°19'00" W | 000°21'36" | |
| C3 | S 02°37'01" W | 80.00' | 80.00' | 7574.44' | S 02°56'19" W | 000°38'19" | |
| C4 | S 03°06'44" W | 45.88' | 45.88' | 7574.44' | S 03°16'08" W | 000°20'49" | |
| C5 | N 57°22'38" W | 101.99' | 105.98' | 100.00' | | 080°43'12" | |
| C6 | N 59°21'13" W | 192.58' | 203.17' | 180.00' | | 054°40'25" | |
| C7 | S 57°22'38" E | 174.88' | 183.34' | 173.00' | | 060°43'12" | |
| C8 | S 59°21'13" E | 114.48' | 120.77' | 107.00' | | 064°40'25" | |
| C9 | S 43°05'54" W | 40.45' | 44.98' | 28.50' | | 090°25'22" | |
| C10 | N 46°54'06" W | 40.18' | 44.56' | 28.50' | | 089°34'38" | |

V 53 P 315



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FUNDING | PLANNING | ENVIRONMENTAL

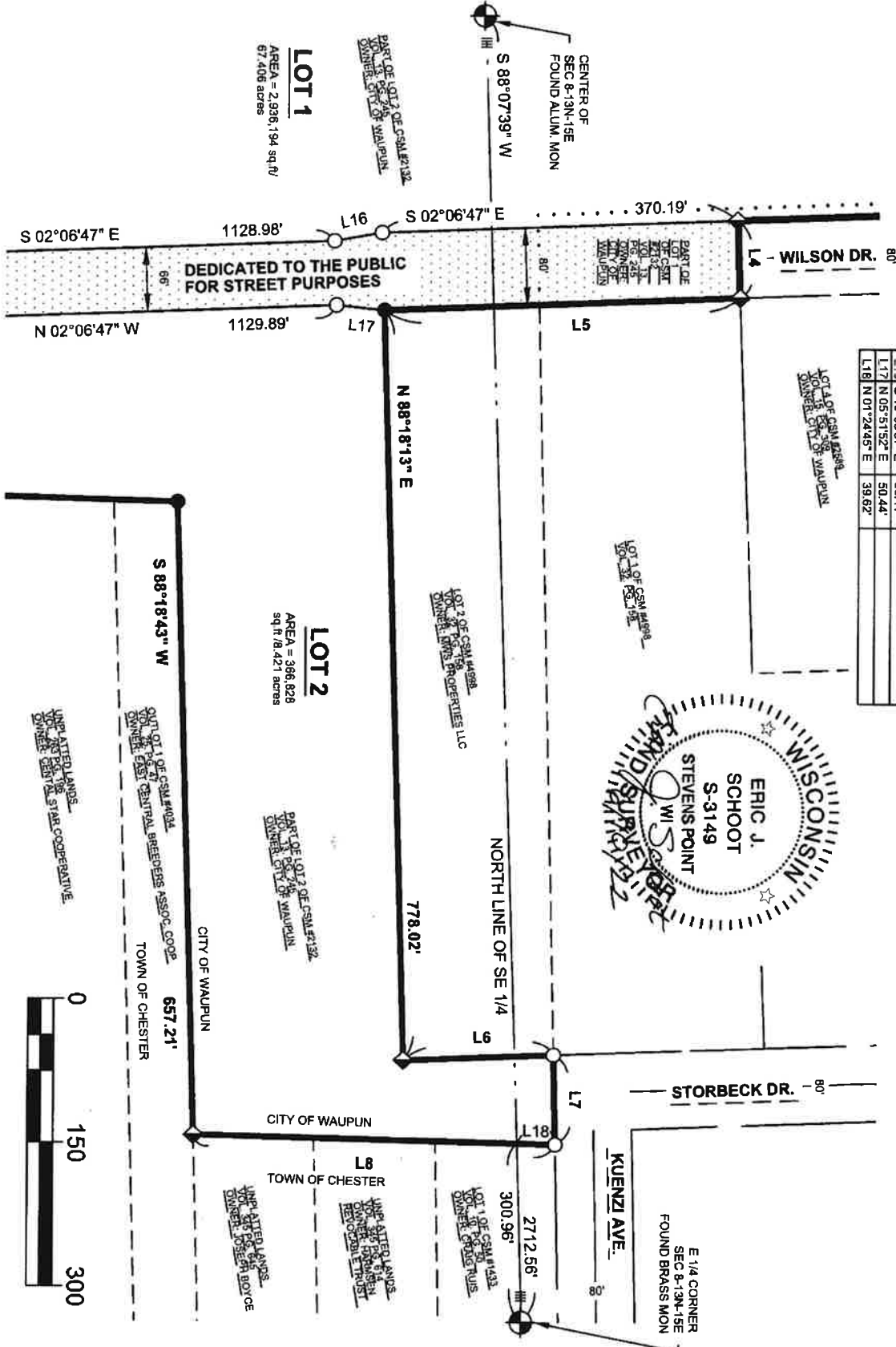
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|-------------|-----------------|
| PROJECT NO. | 212130 |
| DRAWN BY: | B. BUCHDA |
| SURVEYOR | E. SCHOOT |
| FILE: | UNITED COOP CSM |
| SHEET NO. | 3 OF 5 |

DODGE COUNTY CERTIFIED SURVEY MAP # 7688

LANDS BEING A PART OF LOTS 1 & 2 OF CSM #2132 AS RECORDED IN VOL. 13 PG. 245 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE & A PART OF LOT 2 OF CSM #7085 VOL. 48 PG. 288 AS RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE. ALSO BEING A PART OF THE SE 1/4 OF THE NE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4, A PART OF THE NE 1/4 OF THE SE 1/4, A PART OF THE NW 1/4 OF THE SE 1/4, A PART OF THE SE 1/4 OF THE SE 1/4 ALL IN SECTION 8, T.13N., R.15E., CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.



LINE TABLE

| # | BEARING | DIST. | RECORDED AS |
|-----|---------------|---------|-----------------|
| L4 | N 87°53'13" E | 80.00' | (S 87°03'00" W) |
| L5 | S 02°06'47" E | 370.17' | |
| L6 | N 02°06'47" W | 156.48' | |
| L7 | N 88°38'10" E | 93.11' | |
| L8 | S 01°24'45" W | 378.66' | |
| L16 | S 10°05'37" E | 50.41' | |
| L17 | N 05°51'52" E | 50.44' | |
| L18 | N 01°24'45" E | 39.62' | |

V 53 P316



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FUNDING | PLANNING | ENVIRONMENTAL

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| | |
|-------------|-----------------|
| PROJECT NO. | 212130 |
| DRAWN BY: | B. BUCHDA |
| SURVEYOR: | E. SCHOOT |
| FILE NO. | UNITED COOP CSM |
| SHEET NO. | 4 OF 5 |

DODGE COUNTY CERTIFIED SURVEY MAP # 7688

LANDS BEING A PART OF LOTS 1 & 2 OF CSM #2132 AS RECORDED IN VOL. 13 PG. 245-247 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE & A PART OF LOT 2 OF CSM #7085 AS RECORDED IN VOL. 48 PG. 288-291 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE. ALSO BEING A PART OF THE SE 1/4 OF THE NE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4, A PART OF THE NE 1/4 OF THE SE 1/4, A PART OF THE NW 1/4 OF THE SE 1/4, A PART OF THE SE 1/4 OF THE SE 1/4 ALL IN SECTION 8, T.13N., R.15E., CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATION

I, Eric Schoot, Professional Land Surveyor of the State of Wisconsin do hereby certify that by order of City of Waupun. I have made a survey being a part of Lots 1 & 2 of CSM #2132 as recorded in Volume 13, Pages 245-247 in the Dodge County Register of Deeds Office and a part of Lot 2 of CSM #7085 as recorded in Volume 48, Page 288-291 in the Dodge County Register of Deeds Office. Also being a part of the Southeast Quarter of the Northeast Quarter, a part of the Southwest Quarter of the Northeast Quarter, a part of the Northeast Quarter of the Southeast Quarter, a part of the Northwest Quarter of the Southeast Quarter, a part of the Southeast Quarter of the Southeast Quarter All in Section 8, Town 13 North, Range 15 East, City of Waupun, Dodge County, Wisconsin and being more particularly described as follows:

LEGAL DESCRIPTION:

COMMENCING at the southeast corner of Section 8, Town 13 North, Range 15 East in the City of Waupun, Dodge County, Wisconsin; thence N 01°36'10" E, 946.32 feet along the east line of the southeast quarter of said Section 8 to the easterly extension of the north line of Lot 1 of CSM #7085; thence N 88°56'23" W, 60.71 feet along the easterly extension of the north line of Lot 1 of CSM #7085 to the northeast corner of Lot 1 of CSM #7085, the southeast corner of lands described in Document # 1323476, the westerly right of way of State Trunk Highway 26 and the **POINT OF BEGINNING**; thence continuing N 88°56'23" W, 1237.80 feet along the north line of Lot 1 of CSM #7085 and the south line of lands described in Document # 1323476 to the southwest corner of lands described in Document # 1323476; thence N 01°41'18" W, 318.51 feet along the west line of lands described in Document # 1323476 to the northwest corner of lands described in Document # 1323476, the south line of Lot 2 of CSM #2132, the north line of Lot 2 of CSM #7085 and the north line of the south half of the southeast quarter of said Section 8; thence S 88°18'35" W, 1284.75 feet along the north line of Lot 2 of CSM #7085, the south line of Lot 2 of CSM #2132 and the north line of the south half of the southeast quarter of said Section 8 to the northwest corner of Lot 2 of CSM #7085, the southwest corner of Lot 2 of CSM #2132 and the easterly right of way of the Wisconsin & Southern Railroad; thence N 00°02'04" E, 2088.29 feet along the west line of Lot 2 of CSM #2132 and the easterly right of way of the Wisconsin & Southern Railroad to the southwest corner of Lot 1 of CSM #4808; thence N 88°04'15" E, 1361.78 feet along the south line of Lot 1 of CSM #4808, the southerly right of way of Moorman Drive, the south line of Lot 1 of CSM #3152, the south line of Lot 2 of CSM #4369 and a northerly line of Lot 2 of CSM #2132 to the southeast corner of Lot 2 of CSM #4369 and the westerly right of way of Wilson Drive; thence S 02°06'47" E, 515.32 feet along the westerly right of way of Wilson Drive; thence N 87°53'13" E, 80.00 feet along the southerly right of way of Wilson Drive to the northwest corner of Lot 1 of CSM #4998 and the easterly right of way of Wilson Drive; thence S 02°06'47" E, 370.17 feet along the west line of Lots 1 & 2 of CSM #4998 to the southwest corner of Lot 2 of CSM #4998; thence N 88°18'13" E, 778.02 feet along the south line of Lot 2 of CSM #4998 to the southeast corner of Lot 2 of CSM #4998; thence N 02°06'47" W, 156.48 feet along the east line of Lot 2 of CSM #4998 to the northeast corner of Lot 2 of CSM #4998 and the southerly right of way of Kuenzi Avenue; thence N 88°38'10" E, 93.11 feet along the southerly right of way of Kuenzi Avenue to the northwest corner of Lot 1 of CSM #1433; thence S 01°24'45" W, 376.66 feet along the west lines of Lot 1 of CSM #1433, unplatted lands described in Vol. 345 on Pg. 614 and unplatted lands described in Vol. 345 on Pg. 645 to the southwest corner of lands described in Vol. 345 on Pg. 645 and the north line of Outlot 1 of CSM #4034; thence S 88°18'43" W, 657.21 feet along the north line of Outlot 1 of CSM #4034 to the northwest corner of Outlot 1 of CSM #4034; thence S 01°36'11" W, 989.72 feet along the west line of Outlot 1 of CSM #4034 and the west line of unplatted lands described in Vol. 263 on Pg. 196 to the southwest corner of unplatted lands described in Vol. 263 Pg. 196, the north line of lands described in Document # 1323476 and the north line of the south half of the Southeast Quarter of said Section 8; thence N 88°18'35" E, 900.52 feet along the south line of unplatted lands described in Vol. 263 on Pg. 196, the north line of lands described in Document # 1323476 and the north line of the south half of the southeast quarter of said Section 8 to the northeast corner of lands described in Document # 1323476 and the westerly right of way of State Trunk Highway 26; thence S 01°57'24" W, 205.33 feet along the east line of lands described in Document # 1323476 and the westerly right of way of State Trunk Highway 26 to the beginning of a curve; thence 173.48 feet along the arc of a curve to the right, having a radius of 7574.44 feet, with a chord which bears S 02°36'46" W, 173.48 along the east line of lands described in Document # 1323476 and the westerly right of way of State Trunk Highway 26 to the **POINT OF BEGINNING**.

Said parcel contains 3,848,765 sq. ft / 88.355 acres more or less.

I further certify that this map is a correct representation of all of the exterior boundaries of the land surveyed and the division of that land, that I have complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the City of Waupun Subdivision Ordinances in surveying and mapping the same to the best of my knowledge and belief.

Eric J. Schoot 6/10/22
ERIC J. SCHOOT, PLS S-3149



V539317



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PROJECT NO. 212130

DRAWN BY: B. BUCHDA

SURVEYOR: E. SCHOOT

FILE NO. UNITED COOP CSM

SHEET NO. 5 OF 5

DODGE COUNTY CERTIFIED SURVEY MAP # 7688

LANDS BEING A PART OF LOTS 1 & 2 OF CSM #2132 AS RECORDED IN VOL. 13 PG. 245 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE & A PART OF LOT 2 OF CSM #7085 VOL. 48 PG. 288 AS RECORDED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE. ALSO BEING A PART OF THE SE 1/4 OF THE NE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4, A PART OF THE NE 1/4 OF THE SE 1/4, A PART OF THE NW 1/4 OF THE SE 1/4, A PART OF THE SE 1/4 OF THE SE 1/4 ALL IN SECTION 8, T.13N., R.15E., CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

I, Rohn Bishop, Mayor of the City of Waupun, as owner, do hereby certify that we have caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. Said owner further certifies that this Certified Survey Map is required by S.236.34, Wisconsin Statutes to be submitted to the City of Waupun for approval.

In witness whereof, Rohn Bishop, a representative of the City of Waupun, have caused these documents to be signed this

10th day of June, 2022.

Rohn Bishop, Mayor of City of Waupun

State of Wisconsin) SS

Dodge County) SS

Personally came before me on this 10th day of June, 2022, the above named Rohn Bishop, Mayor of the City of Waupun., to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Notary Public, Dodge County, Wis.
My Commission Expires 8/4/22



CITY OF WAUPUN APPROVAL

This Certified Survey Map is hereby approved by the City of Waupun.

6/10/2022

ROHN BISHOP
MAYOR

Date

