



A G E N D A
CITY OF WAUPUN SPECIAL COMMON COUNCIL
MEETING
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, September 26, 2023 at 4:45 PM

VIRTUAL AND TELECONFERENCE ACCESS AVAILABLE

Virtual

Access: <https://us02web.zoom.us/j/89746634417?pwd=WVZqeDNQeStURmVtRGNwRFIqSkhTZz09>

Teleconference Access: 1 312 626 6799

Meeting ID: 897 4663 4417 **Passcode:** 995651

CALL TO ORDER

ROLL CALL

CLOSED SESSION (per WI Statute 19.85 (1))

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

1. Consideration to Re-Open the 2023-2026 WI Professional Police Association Union Contract for City of Waupun Police Officers

RECONVENE TO OPEN SESSION (per WI Statutes 19.85 (2))

ACTION FROM CLOSED SESSION

There will be a slight recess to allow those attending to be seated - Meeting to resume at 5:30pm

CALL TO ORDER

ROLL CALL

CONSENT AGENDA

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

BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS

3. Certified Survey Map – KT Real Estate Holdings LLC 800 & 732 W Main Street (*Plan Commission 9/20/23*)

CONSIDERATION - ACTION

4. Riseling Group Agreement to Conduct an Organizational Assessment
5. Land Sale and Developer Agreement with Eric Mulder Construction LLC
6. Land Sale and Developer Agreement with Retzlaff Milk Transport, LLC
7. 2024 City of Waupun Final Budget Presentation (*Discussion Only*)

MAYORAL CORRESPONDENCE/PRESENTATIONS

8. Acceptance of Alderman Langford Resignation

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: 9/26/23

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

AGENDA SECTION: CONSENT AGENDA

PRESENTER: Angela Hull, Clerk

FUTURE MEETINGS

Tuesday, October 10, 2023	Common Council	6:00PM
Tuesday, October 31, 2023	Committee of the Whole	5:30PM
Tuesday, November 14, 2023	Common Council	6:00PM
Tuesday, November 28, 2023	Committee of the Whole	5:30PM
Tuesday, December 12, 2023	Common Council	6:00PM

LICENSE/PERMIT APPLICATIONS

Operator: Samantha Barsch, Tyer Johnson-Jasinski, Natalie Zimmerman, Holly Jones

Temporary: Gary DeJaeger, Janelle Kartechner, Beth McGowan, Tammy Narance, Andrea Oosterhouse, Kirsten Quam, Kristen Schultz, Lauren Tillema, Cassandra Verhage

EXPENSES

Attached

RECOMENDED MOTION:

Motion to approve the Consent Agenda

Report Criteria:

Report type: Summary

Check.Type = "Calculated"

Invoice.Batch = "091123","091223","091323","091923","092623","91123"

Check Issue Date	Check Number	Payee	Amount
09/08/2023	106525	HOLIDAY WHOLESALE	1,585.47
09/11/2023	106526	CHARTER COMMUNICATIONS	178.76
09/13/2023	106527	VREE, JEFFREY	272.17
09/19/2023	106550	CHARTER COMMUNICATIONS	99.99
09/21/2023	106551	AMAZON CAPITAL SERVICES	452.18
09/21/2023	106552	AIRGAS USA LLC	1,226.59
09/21/2023	106553	BAYCOM	565.00
09/21/2023	106554	BENTZ AUTOMOTIVE INC	541.93
09/21/2023	106555	BOUND TREE MEDICAL LLC	5,913.48
09/21/2023	106556	BROOKS TRACTOR INC	24,615.00
09/21/2023	106557	BROWN CAB SERVICE INC	9,962.89
09/21/2023	106558	CHARTER COMMUNICATIONS	1,034.19
09/21/2023	106559	CITIES DIGITAL	1,228.00
09/21/2023	106560	CITY OF BEAVER DAM	1,720.00
09/21/2023	106561	CNA SURETY	30.00
09/21/2023	106562	SSM HEALTH LABORATORIES	80.00
09/21/2023	106563	DESTINATION LAKE WINNEBAGO RE	4,371.21
09/21/2023	106564	DEVRIES WELDING LLC	114.00
09/21/2023	106565	DISPLAY SALES	270.00
09/21/2023	106566	DODGE COUNTY REGISTER OF DEED	30.00
09/21/2023	106567	EMERGENCY MEDICAL PRODUCTS	2,160.58
09/21/2023	106568	GUTH'S CANDY LLC	80.00
09/21/2023	106569	MARTENS ACE HARDWARE	1,854.84
09/21/2023	106570	GORDON FLESCH CO INC	110.93
09/21/2023	106571	GREENFIELD, TERRI	78.60
09/21/2023	106572	H & R SAFETY SOLUTIONS LLC	256.10
09/21/2023	106573	HERITAGE RIDGE TRAVEL PLAZA	174.35
09/21/2023	106574	KUNZ, BOBBI JO	40.00
09/21/2023	106575	L.F. GEORGE INC	436.51
09/21/2023	106576	LANGE ENTERPRISES	355.60
09/21/2023	106577	MSA PROFESSIONAL SERVICES INC	30,226.24
09/21/2023	106578	MARCO TECHNOLOGIES LLC	160.91
09/21/2023	106579	MENARDS - BEAVER DAM	3,143.64
09/21/2023	106580	MICHELS ROAD & STONE INC	568.75
09/21/2023	106581	NAPA AUTO PARTS-WAUPUN	529.57
09/21/2023	106582	NEUMAN POOLS INC	294.36
09/21/2023	106583	OLD WORLD ART GLASS	1,050.00
09/21/2023	106584	O'REILLY AUTOMOTIVE INC	298.60
09/21/2023	106585	PEPSI-COLA	455.68
09/21/2023	106586	PETERSEN, JENNIFER	22.27
09/21/2023	106587	PETTY CASH-CITY HALL	68.54
09/21/2023	106588	PIGGLY WIGGLY DISCOUNT FOODS	69.75
09/21/2023	106589	PIT-STOP PORTABLES	167.50
09/21/2023	106590	PITNEY BOWES GLOBAL FINANCIAL S	171.60
09/21/2023	106591	PITNEY BOWES INC	53.94
09/21/2023	106592	PIZZA RANCH	2,000.00
09/21/2023	106593	POOL SUPPLY UNLIMITED	335.32
09/21/2023	106594	RENNERTS	41.05

Check Issue Date	Check Number	Payee	Amount
09/21/2023	106595	RHODES, TARA	40.00
09/21/2023	106596	ROET'S HOME HEATING	602.40
09/21/2023	106597	SAN-A-CARE INC	116.28
09/21/2023	106598	SELECTIVE INSURANCE COMPANY	185.00
09/21/2023	106599	SHRED-IT	130.56
09/21/2023	106600	STRYKER SALES LLC	28,812.34
09/21/2023	106601	THURMER, MIKE	40.00
09/21/2023	106602	TRAFFIC & PARKING CONTROL CO	1,176.00
09/21/2023	106603	TRU CLEANERS LLC	180.00
09/21/2023	106604	VANDEZANDE & KAUFMAN, LLP	560.00
09/21/2023	106605	VERTICAL CONSULTANTS LLC	316.00
09/21/2023	106606	VREE, JEFFREY	180.04
09/21/2023	106607	WALMART COMMUNITY/CAPITAL ONE	19.97
09/21/2023	106608	WAUPUN UTILITIES	33,518.33
09/21/2023	106609	WI BUILDING SUPPLY	52.36
09/21/2023	106610	WI DEPART OF TRANSPORTATION	1,226.53
09/21/2023	106611	WONDRA CONSTRUCTION	112,768.21
09/21/2023	106612	YMCA OF DODGE COUNTY	2,730.39
09/21/2023	106613	WI ECONOMIC DEVELOPMENT CORP	200.00
09/21/2023	106614	BETT, JOHN	40.00
09/21/2023	106615	WARRIOR FABRICATION	62.00
Grand Totals:			<u>282,452.50</u>

Report Criteria:

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Check.Type = "Calculated"

Invoice.Batch = "091123","091223","091323","091923","092623","91123"

Report Criteria:

Report type: Invoice detail
 Check.Type = "Calculated"
 Invoice.Batch = "091123","091223","091323","091923","092623","91123"

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
AIRGAS USA LLC						
AIRGAS USA LLC	POOL CHEMICALS	09/21/2023	5501509431	100-20-5523-3-40	1,226.59	1,226.59
Total AIRGAS USA LLC:						1,226.59
AMAZON CAPITAL SERVICES						
AMAZON CAPITAL SERVICES	MONITOR DESK MOUNTS	09/21/2023	1R6J-WV7P-3	100-40-5211-3-30	167.18	167.18
AMAZON CAPITAL SERVICES	MISC OFFICE SUPPLIES	09/21/2023	1WYX-T4NH-1	100-40-5211-3-30	160.45	160.45
AMAZON CAPITAL SERVICES	WET/DRY VAC	09/21/2023	1VRG-FMRG-	100-40-5211-3-30	115.56	115.56
AMAZON CAPITAL SERVICES	BATTERIES FOR POOL VACUUM	09/21/2023	167R-DX16-1	100-20-5523-3-36	8.99	8.99
Total AMAZON CAPITAL SERVICES:						452.18
BAYCOM						
BAYCOM	REPROGRAM FOUR APX PORTABLES	09/21/2023	SRVCE00000	100-40-5212-3-36	565.00	565.00
Total BAYCOM:						565.00
BENTZ AUTOMOTIVE INC						
BENTZ AUTOMOTIVE INC	INTERSTATE BATTERY - FD - SURVIVE ALIVE HOUSE	09/21/2023	27476	100-50-5232-3-36	151.95	151.95
BENTZ AUTOMOTIVE INC	REPLACE BATTERY #28-03	09/21/2023	27308	100-70-5411-3-36	389.98	389.98
Total BENTZ AUTOMOTIVE INC:						541.93
BETT, JOHN						
BETT, JOHN	9-13-23 PER DIEM - POLICE & FIRE COMMISSION	09/21/2023	09132023	100-10-5210-3-38	40.00	40.00
Total BETT, JOHN:						40.00
BOUND TREE MEDICAL LLC						
BOUND TREE MEDICAL LLC	TRANS 309 SUPPLIES - HEALTHCARE INFRASTRUCTURE GRANT	09/21/2023	85058214	100-50-5230-3-36	43.68	43.68
BOUND TREE MEDICAL LLC	TRANS 309 SUPPLIES - HEALTHCARE INFRASTRUCTURE GRANT	09/21/2023	85058215	100-50-5230-3-38	5,061.70	5,061.70
BOUND TREE MEDICAL LLC	TRANS 309 SUPPLIES - HEALTHCARE INFRASTRUCTURE GRANT	09/21/2023	85059725	100-50-5230-3-38	43.68	43.68
BOUND TREE MEDICAL LLC	TRANS 309 SUPPLIES - HEALTHCARE INFRASTRUCTURE GRANT	09/21/2023	85065442	100-50-5230-3-38	300.00	300.00
BOUND TREE MEDICAL LLC	TRANS 309 SUPPLIES - HEALTHCARE INFRASTRUCTURE GRANT	09/21/2023	85071066	100-50-5230-3-38	79.80	79.80
BOUND TREE MEDICAL LLC	TRANS 309 SUPPLIES - HEALTHCARE INFRASTRUCTURE GRANT	09/21/2023	85072734	100-50-5230-3-38	384.62	384.62
Total BOUND TREE MEDICAL LLC:						5,913.48
BROOKS TRACTOR INC						
BROOKS TRACTOR INC	NEW GRAPPLE BUCKET	09/21/2023	01-C98751	410-70-5412-4-00	24,615.00	24,615.00
Total BROOKS TRACTOR INC:						24,615.00
BROWN CAB SERVICE INC						
BROWN CAB SERVICE INC	AUG 2023 TAXI SERVICES	09/21/2023	3989	501-10-5154-3-38	9,962.89	9,962.89

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Total BROWN CAB SERVICE INC:						9,962.89
CHARTER COMMUNICATIONS	SENIOR CENTER - TV, INTERNET	09/11/2023	16011-SEPT2	100-20-5513-3-38	178.76	178.76
CHARTER COMMUNICATIONS	MUSEUM - INTERNET - PD BY HISTORICAL SOCIETY	09/19/2023	84621-SEPT2	100-13850	99.99	99.99
CHARTER COMMUNICATIONS	ACCT# 171153401 - PD - INTERNET - SERVS 9-1-23 TO 9-30-23	09/21/2023	171153401090	100-40-5211-3-38	490.00	490.00
CHARTER COMMUNICATIONS	AQUATIC CENTER	09/21/2023	171154201-SE	100-20-5523-3-38	114.97	114.97
CHARTER COMMUNICATIONS	ACCT# 171154501 - PD - VOICE, TV - SERVS 9-1-23 TO 9-30-23	09/21/2023	171154501090	100-40-5211-3-38	68.37	68.37
CHARTER COMMUNICATIONS	GARAGE - TV, INTERNET	09/21/2023	171154001-SE	100-70-5412-3-38	210.87	210.87
CHARTER COMMUNICATIONS	CITY HALL - INTERNET	09/21/2023	171156301-SE	100-10-5197-3-31	149.98	149.98
Total CHARTER COMMUNICATIONS:						1,312.94
CITIES DIGITAL	LASERFICHE RENEWAL 12/8/23-12/7/24	09/21/2023	58112	100-10-5141-3-36	1,228.00	1,228.00
Total CITIES DIGITAL:						1,228.00
CITY OF BEAVER DAM	EMS CALL - 9-9-23	09/21/2023	21529	100-10-5255-3-38	860.00	860.00
CITY OF BEAVER DAM	EMS CALL - 9-1-23	09/21/2023	21528	100-10-5255-3-38	860.00	860.00
Total CITY OF BEAVER DAM:						1,720.00
CNA SURETY	NOTARY BOND - STEINBACH	09/21/2023	11-16-23	100-70-5420-3-38	30.00	30.00
Total CNA SURETY:						30.00
DESTINATION LAKE WINNEBAGO REGION	70% OF ROOM TAX - AUGUST 2023	09/21/2023	August 2023	430-70-5436-3-42	4,371.21	4,371.21
Total DESTINATION LAKE WINNEBAGO REGION:						4,371.21
DEVRIES WELDING LLC	#11-01 - WING MOUNTING BRACKET REPAIR	09/21/2023	02248	100-70-5411-3-36	114.00	114.00
Total DEVRIES WELDING LLC:						114.00
DISPLAY SALES	US FLAGS FOR BUILDINGS	09/21/2023	INV0336	100-70-5410-3-36	270.00	270.00
Total DISPLAY SALES:						270.00
DODGE COUNTY REGISTER OF DEEDS	STORMWATER MAINTENANCE AGREEMENT - 292-1315-0511-006	09/21/2023	104	700-10-5192-3-38	30.00	30.00
Total DODGE COUNTY REGISTER OF DEEDS:						30.00
EMERGENCY MEDICAL PRODUCTS	SAM SPLINTS	09/21/2023	2583357	100-50-5230-3-38	72.58	72.58
EMERGENCY MEDICAL PRODUCTS	CPR TRAINING MANNEQUINS - EMS HEALTHCARE GRANT	09/21/2023	2583358	100-50-5230-3-38	2,088.00	2,088.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total EMERGENCY MEDICAL PRODUCTS:						2,160.58
GORDON FLESCH CO INC						
GORDON FLESCH CO INC	RICOH IMC4500 - CITY HALL COLOR COPIER - 8/13/23 - 9/13/23	09/21/2023	IN14364036	100-10-5141-3-36	110.93	110.93
Total GORDON FLESCH CO INC:						110.93
GREENFIELD, TERRI						
GREENFIELD, TERRI	MILEAGE TO WI DELLS CIVIC SYMPOSIUM	09/21/2023	9.19.23	100-10-5153-3-37	78.60	78.60
Total GREENFIELD, TERRI:						78.60
GUTH'S CANDY LLC						
GUTH'S CANDY LLC	JAPANESE GIFTS	09/21/2023	25567	100-10-5534-3-38	80.00	80.00
Total GUTH'S CANDY LLC:						80.00
H & R SAFETY SOLUTIONS LLC						
H & R SAFETY SOLUTIONS LLC	SAFETY CLOTHING	09/21/2023	8137	100-70-5412-3-38	37.50	37.50
H & R SAFETY SOLUTIONS LLC	SAFETY CLOTHING & SUPPLIES	09/21/2023	8138	100-70-5412-3-38	218.60	218.60
Total H & R SAFETY SOLUTIONS LLC:						256.10
HERITAGE RIDGE TRAVEL PLAZA						
HERITAGE RIDGE TRAVEL PLAZA	FD - FUEL	09/21/2023	24682	100-50-5232-3-38	174.35	174.35
Total HERITAGE RIDGE TRAVEL PLAZA:						174.35
HOLIDAY WHOLESale						
HOLIDAY WHOLESale	AQUATIC CENTER CONCESSION STAND	09/08/2023	1479968	100-20-5523-3-39	393.97	393.97
HOLIDAY WHOLESale	AQUATIC CENTER CONCESSION STAND	09/08/2023	1428938	100-20-5523-3-39	1,191.50	1,191.50
Total HOLIDAY WHOLESale:						1,585.47
KUNZ, BOBBI JO						
KUNZ, BOBBI JO	9-13-23 POLICE & FIRE COMMISSION PER DIEM	09/21/2023	09132023	100-10-5210-3-38	40.00	40.00
Total KUNZ, BOBBI JO:						40.00
L.F. GEORGE INC						
L.F. GEORGE INC	REPLACE BLADES IN CHIPPER #165-07	09/21/2023	IC9049	100-70-5411-3-36	436.51	436.51
Total L.F. GEORGE INC:						436.51
LANGE ENTERPRISES						
LANGE ENTERPRISES	MARK CURB LOCATION IN ALLEY BEHIND JUDS	09/21/2023	84915	100-70-5441-3-36	355.60	355.60
Total LANGE ENTERPRISES:						355.60
MARCO TECHNOLOGIES LLC						
MARCO TECHNOLOGIES LLC	KONICA MINOLTA C3001 COPIER - CONTRACT 9-1-23 TO 10-1-23	09/21/2023	510520448	100-40-5211-3-38	160.91	160.91

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total MARCO TECHNOLOGIES LLC:						160.91
MARTENS ACE HARDWARE	BATTERIES/COVER BOX	09/21/2023	230362	100-70-5412-3-36	15.98	15.98
MARTENS ACE HARDWARE	GARDEN SPRAYER	09/21/2023	230378	100-70-5410-3-36	39.98	39.98
MARTENS ACE HARDWARE	BAR/PICCO CHAIN/CYCLE MIX	09/21/2023	230381	100-70-5411-3-36	119.93	119.93
MARTENS ACE HARDWARE	SCRUB BRUSH/HOT WATER NOZZLE	09/21/2023	230393	100-20-5523-3-36	21.97	21.97
MARTENS ACE HARDWARE	CREDIT	09/21/2023	230403	100-70-5411-3-36	4.00-	4.00-
MARTENS ACE HARDWARE	BATTERIES	09/21/2023	230438	100-20-5525-3-36	17.99	17.99
MARTENS ACE HARDWARE	FLY TRAPS	09/21/2023	230473	100-20-5523-3-36	27.75	27.75
MARTENS ACE HARDWARE	BLOWER	09/21/2023	230478	100-70-5411-3-38	289.99	289.99
MARTENS ACE HARDWARE	FD - SEAFOAM MOTOR TREATMENT/FASTENERS	09/21/2023	230541	100-50-5232-3-38	41.86	41.86
MARTENS ACE HARDWARE	TOILET PLUNGERS	09/21/2023	230542	100-70-5410-3-36	35.96	35.96
MARTENS ACE HARDWARE	TIRES	09/21/2023	230551	100-70-5411-3-36	99.98	99.98
MARTENS ACE HARDWARE	DEHUMIDIFIER - CITY HALL	09/21/2023	230574	100-10-5141-3-36	299.99	299.99
MARTENS ACE HARDWARE	HANDSOAP	09/21/2023	230581	100-20-5523-3-36	17.99	17.99
MARTENS ACE HARDWARE	BATTERIES	09/21/2023	230605	100-40-5211-3-30	8.99	8.99
MARTENS ACE HARDWARE	GARAGE DOOR LUBE	09/21/2023	230629	100-70-5410-3-36	47.95	47.95
MARTENS ACE HARDWARE	FLOOR DRAIN/ANCHORS	09/21/2023	230651	100-70-5410-3-36	25.98	25.98
MARTENS ACE HARDWARE	AUTOCUT	09/21/2023	230676	100-70-5411-3-36	36.99	36.99
MARTENS ACE HARDWARE	BATTERIES	09/21/2023	230685	100-70-5410-3-36	14.98	14.98
MARTENS ACE HARDWARE	FELX SHOT SEALANT/TIE-DOWN	09/21/2023	230722	100-50-5232-3-36	24.98	24.98
MARTENS ACE HARDWARE	EPS CARRY MRS GREEN SOLAR	09/21/2023	230764	100-12634	439.99	439.99
MARTENS ACE HARDWARE	FASTENERS	09/21/2023	230790	100-70-5441-3-36	13.23	13.23
MARTENS ACE HARDWARE	FASTENERS	09/21/2023	230793	100-70-5411-3-36	8.30	8.30
MARTENS ACE HARDWARE	FLAT WASHER/FASTENERS	09/21/2023	230820	100-70-5441-3-36	21.89	21.89
MARTENS ACE HARDWARE	CONCRETE MIX	09/21/2023	230852	100-20-5525-3-36	35.94	35.94
MARTENS ACE HARDWARE	FASTENERS	09/21/2023	230857	100-70-5441-3-36	14.86	14.86
MARTENS ACE HARDWARE	FASTENERS	09/21/2023	230879	100-70-5441-3-36	14.72	14.72
MARTENS ACE HARDWARE	ROPE ROTOR	09/21/2023	230882	100-70-5411-3-36	9.99	9.99
MARTENS ACE HARDWARE	TURNBKL	09/21/2023	230947	100-20-5523-3-36	6.99	6.99
MARTENS ACE HARDWARE	CONCRETE MIX	09/21/2023	230975	100-20-5525-3-36	29.75	29.75
MARTENS ACE HARDWARE	MARINE ANTIFREEZE	09/21/2023	230977	100-20-5523-3-36	39.92	39.92
MARTENS ACE HARDWARE	THREAD SEAL TAPE	09/21/2023	230981	100-20-5523-3-36	19.08	19.08
MARTENS ACE HARDWARE	PAINT TRAY LINERS/BRUSH	09/21/2023	231008	100-20-5523-3-36	14.94	14.94
Total MARTENS ACE HARDWARE:						1,854.84
MENARDS - BEAVER DAM	REBUILD STEPS AND PLATFORM FOR SCOREBOOTH AT MCCUNE	09/21/2023	41302	100-20-5525-3-36	1,005.94	1,005.94
MENARDS - BEAVER DAM	REBUILD STEPS AND PLATFORM FOR SCORE BOOTH AT MCCUNE PARK	09/21/2023	41306	100-20-5525-3-36	57.74	57.74
MENARDS - BEAVER DAM	REBUILD STEPS AND PLATFORM FOR SCORE BOOTH AT MCCUNE PARK	09/21/2023	41700	100-20-5525-3-36	69.32	69.32
MENARDS - BEAVER DAM	BUILDING SUPPLIES - NEW DUGOUTS AT MCCUNE PARK	09/21/2023	41600	220-20-5550-3-38	2,075.63	2,075.63
MENARDS - BEAVER DAM	CREDIT	09/21/2023	6968	100-20-5525-3-36	64.99-	64.99-
Total MENARDS - BEAVER DAM:						3,143.64
MICHELS ROAD & STONE INC	RIP RAP FOR OUTFALL REPAIRS	09/21/2023	457564	700-10-5192-3-36	568.75	568.75
Total MICHELS ROAD & STONE INC:						568.75

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MSA PROFESSIONAL SERVICES INC						
MSA PROFESSIONAL SERVICES INC	SWQMP REVISION - LEAVES AND STREET	09/21/2023	R00212143.0-	700-10-5192-3-38	4,520.00	4,520.00
MSA PROFESSIONAL SERVICES INC	GATEWAY DRIVE WETLAND SERVICES	09/21/2023	R00212056.0-	700-10-5192-3-38	3,155.50	3,155.50
MSA PROFESSIONAL SERVICES INC	WILSON & SHALER DRIVE EXTENSION PROJECT	09/21/2023	R00212130.0-	419-70-5436-8-00	20,479.77	20,479.77
MSA PROFESSIONAL SERVICES INC	BAYBERRY LANE EXTENSION	09/21/2023	R00212132.0-	419-70-5435-8-00	2,070.97	2,070.97
Total MSA PROFESSIONAL SERVICES INC:						30,226.24
NAPA AUTO PARTS-WAUPUN						
NAPA AUTO PARTS-WAUPUN	SAND PAD/CLOTH UTILITY ROLL	09/21/2023	387713	100-70-5411-3-36	104.38	104.38
NAPA AUTO PARTS-WAUPUN	GASKET MAKER & SEALER PERMATX	09/21/2023	387750	100-70-5411-3-36	13.99	13.99
NAPA AUTO PARTS-WAUPUN	BRAKE FLUID/BRAKE PARTS CLEANER	09/21/2023	387812	100-70-5411-3-36	27.77	27.77
NAPA AUTO PARTS-WAUPUN	BLISTER PACK CAPSULES - FD	09/21/2023	388170	100-50-5230-3-36	15.29	15.29
NAPA AUTO PARTS-WAUPUN	SWITCH	09/21/2023	388403	100-70-5411-3-36	11.80	11.80
NAPA AUTO PARTS-WAUPUN	BRAKE CLEANER	09/21/2023	388590	100-70-5411-3-36	41.88	41.88
NAPA AUTO PARTS-WAUPUN	MOLY EP SYTH PLUS	09/21/2023	388772	100-70-5411-3-36	45.30	45.30
NAPA AUTO PARTS-WAUPUN	HEADLIGHT/BLISTER PACK CAPSULES	09/21/2023	388792	100-70-5411-3-36	31.48	31.48
NAPA AUTO PARTS-WAUPUN	FUEL FILLER NECK HOSE	09/21/2023	389060	100-70-5411-3-36	97.62	97.62
NAPA AUTO PARTS-WAUPUN	RELEASE COUPLER	09/21/2023	389324	100-70-5411-3-36	28.99	28.99
NAPA AUTO PARTS-WAUPUN	ROLOC DISC/STRAIGHT TUBING	09/21/2023	389641	100-70-5411-3-36	111.07	111.07
Total NAPA AUTO PARTS-WAUPUN:						529.57
NEUMAN POOLS INC						
NEUMAN POOLS INC	CHEMICAL FEEDER PROBE CAP	09/21/2023	500024	100-20-5523-3-36	24.80	24.80
NEUMAN POOLS INC	POOL CHEMICALS	09/21/2023	500088	100-20-5523-3-40	269.56	269.56
Total NEUMAN POOLS INC:						294.36
OLD WORLD ART GLASS						
OLD WORLD ART GLASS	WINDOW REPAIR - MUSEUM	09/21/2023	090623	100-70-5410-3-36	1,050.00	1,050.00
Total OLD WORLD ART GLASS:						1,050.00
O'REILLY AUTOMOTIVE INC						
O'REILLY AUTOMOTIVE INC	SERVICE TRUCK - #6-13	09/21/2023	2391-113548	100-70-5411-3-36	161.57	161.57
O'REILLY AUTOMOTIVE INC	SERVICE #7-03	09/21/2023	2391-115680	100-70-5411-3-36	96.29	96.29
O'REILLY AUTOMOTIVE INC	CHANGE ENGINE OIL #8-20	09/21/2023	2391-116652	100-70-5411-3-36	40.74	40.74
Total O'REILLY AUTOMOTIVE INC:						298.60
PEPSI-COLA						
PEPSI-COLA	POOL CONCESSIONS	09/21/2023	46897208	100-20-5523-3-39	455.68	455.68
Total PEPSI-COLA:						455.68
PETERSEN, JENNIFER						
PETERSEN, JENNIFER	MILEAGE - DODGE - REGISTER OF DEEDS - VANDE HOLSTEINS EASEMENT	09/21/2023	9-19-23	419-70-5435-3-38	22.27	22.27
Total PETERSEN, JENNIFER:						22.27

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
PETTY CASH-CITY HALL						
PETTY CASH-CITY HALL	EASEMENT VANDE HOLSTEINS-DODGE CO REG OF DEEDS	09/21/2023	9-13-23	419-70-5435-3-38	30.00	30.00
PETTY CASH-CITY HALL	CREDIT DUE TO GILE - DENTAL COVERAGE	09/21/2023	9-20-23	100-21537	38.54	38.54
Total PETTY CASH-CITY HALL:						68.54
PIGGLY WIGGLY DISCOUNT FOODS						
PIGGLY WIGGLY DISCOUNT FOODS	SUPPLIES - DESIGN WI MEETING	09/21/2023	5470	100-80-5670-3-38	27.24	27.24
PIGGLY WIGGLY DISCOUNT FOODS	SUPPLIES - CITY HALL	09/21/2023	7983	100-10-5110-3-38	22.57	22.57
PIGGLY WIGGLY DISCOUNT FOODS	SUPPLIES - DESIGN WI MEETING	09/21/2023	7986	100-80-5670-3-38	19.94	19.94
Total PIGGLY WIGGLY DISCOUNT FOODS:						69.75
PITNEY BOWES GLOBAL FINANCIAL SERVICES						
PITNEY BOWES GLOBAL FINANCIAL	LEASE FOR MAIL MACHINE - PD - JUNE 30, 2023 TO SEPT 29, 2023	09/21/2023	3317946520	100-40-5211-3-33	171.60	171.60
Total PITNEY BOWES GLOBAL FINANCIAL SERVICES:						171.60
PITNEY BOWES INC						
PITNEY BOWES INC	INK CARTRIDGE FOR POSTAGE MACHINE	09/21/2023	1023875865	100-40-5211-3-33	53.94	53.94
Total PITNEY BOWES INC:						53.94
PIT-STOP PORTABLES						
PIT-STOP PORTABLES	PINE STREET PARK PORT A POTTY 8/19/23 - 9/15/23	09/21/2023	A-148392	100-20-5525-3-38	167.50	167.50
Total PIT-STOP PORTABLES:						167.50
PIZZA RANCH						
PIZZA RANCH	POOL CONCESSIONS - 2023 SEASON	09/21/2023	9-18-23	100-20-5523-3-39	2,000.00	2,000.00
Total PIZZA RANCH:						2,000.00
POOL SUPPLY UNLIMITED						
POOL SUPPLY UNLIMITED	REPLACE BATTERY IN LIFT CHAIR	09/21/2023	30141610	100-20-5523-3-36	335.32	335.32
Total POOL SUPPLY UNLIMITED:						335.32
RENNERTS						
RENNERTS	REPAIR 2 1/2 INCH INLET	09/21/2023	1223	100-50-5232-3-36	41.05	41.05
Total RENNERTS:						41.05
RHODES, TARA						
RHODES, TARA	9-13-23 POLICE & FIRE COMM PER DIEM	09/21/2023	09132023	100-10-5210-3-38	40.00	40.00
Total RHODES, TARA:						40.00
ROET'S HOME HEATING						
ROET'S HOME HEATING	FILTERS FOR BUILDINGS	09/21/2023	3238	100-70-5410-3-36	602.40	602.40
Total ROET'S HOME HEATING:						602.40

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
SAN-A-CARE INC						
SAN-A-CARE INC	BUILDING SUPPLIES	09/21/2023	605088	100-70-5410-3-38	116.28	116.28
Total SAN-A-CARE INC:						116.28
SELECTIVE INSURANCE COMPANY						
SELECTIVE INSURANCE COMPANY	ENDORSEMENT	09/21/2023	9-18-23	100-10-5194-3-38	185.00	185.00
Total SELECTIVE INSURANCE COMPANY:						185.00
SHRED-IT						
SHRED-IT	DESTRUCTION OF RECORDS - AUGUST 2023	09/21/2023	8004595668	100-40-5211-3-38	130.56	130.56
Total SHRED-IT:						130.56
SSM HEALTH LABORATORIES						
SSM HEALTH LABORATORIES	LEGAL BLOOD DRAWS - AUGUST 2023	09/21/2023	4599422	100-40-5213-3-38	80.00	80.00
Total SSM HEALTH LABORATORIES:						80.00
STRYKER SALES LLC						
STRYKER SALES LLC	HEALTHCARE GRANT 6507 POWER PRO 2 HIGH CONFIG	09/21/2023	9204422648	410-50-5231-4-00	28,812.34	28,812.34
Total STRYKER SALES LLC:						28,812.34
THURMER, MIKE						
THURMER, MIKE	9-13-23 POLICE & FIRE COMMISSION PER DIEM	09/21/2023	09132023	100-10-5210-3-38	40.00	40.00
Total THURMER, MIKE:						40.00
TRAFFIC & PARKING CONTROL CO						
TRAFFIC & PARKING CONTROL CO	ANNUAL TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE	09/21/2023	1761264	100-70-5441-3-36	1,176.00	1,176.00
Total TRAFFIC & PARKING CONTROL CO:						1,176.00
TRU CLEANERS LLC						
TRU CLEANERS LLC	ADDITIONAL CLEANINGS AT WAUPUN SENIOR CENTER - FOR MAY/JUNE 2023	09/21/2023	CW090523	100-70-5410-3-38	180.00	180.00
Total TRU CLEANERS LLC:						180.00
VANDEZANDE & KAUFMAN, LLP						
VANDEZANDE & KAUFMAN, LLP	TRAFFIC MONTHLY ATTORNEY FEES - AUG 2023	09/21/2023	15006	100-10-5161-3-38	560.00	560.00
Total VANDEZANDE & KAUFMAN, LLP:						560.00
VERTICAL CONSULTANTS LLC						
VERTICAL CONSULTANTS LLC	CONSULTING SERVICES - US CELL/CELL SITE LEASE	09/21/2023	16610	404-10-5711-3-38	316.00	316.00
Total VERTICAL CONSULTANTS LLC:						316.00
VREE, JEFFREY						
VREE, JEFFREY	EMR CLASS FEES	09/13/2023	9-13-23	100-50-5230-3-38	272.17	272.17

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
VREE, JEFFREY	EMR CLASS FEES HEALTHCARE GRANT	09/21/2023	9-19-23	100-50-5230-3-38	180.04	180.04
Total VREE, JEFFREY:						452.21
WALMART COMMUNITY/CAPITAL ONE						
WALMART COMMUNITY/CAPITAL ON	SENIOR CENTER SUPPLIES	09/21/2023	9-14-23	100-20-5513-3-38	19.97	19.97
Total WALMART COMMUNITY/CAPITAL ONE:						19.97
WARRIOR FABRICATION						
WARRIOR FABRICATION	DOOR DECALS AND NUMBERS #52-23	09/21/2023	WAUPSIGNS-	410-70-5412-4-00	62.00	62.00
Total WARRIOR FABRICATION:						62.00
WAUPUN UTILITIES						
WAUPUN UTILITIES	STORMWATER BILLING & COLLECTION FEES - AUGUST 2023	09/21/2023	5944	700-10-5192-3-38	875.50	875.50
WAUPUN UTILITIES	WPPI SUPPORT - AUGUST 2023 (FOR JULY IT TICKETS)	09/21/2023	5945	100-10-5197-3-38	30.50	30.50
WAUPUN UTILITIES	MONTHLY UTILITY CHARGES	09/21/2023	AUG2023	100-50-5251-3-32	32,612.33	32,612.33
Total WAUPUN UTILITIES:						33,518.33
WI BUILDING SUPPLY						
WI BUILDING SUPPLY	MCCUNE SCOREBOOTH - REBUILD STEPS & PLATFORM	09/21/2023	3545968	100-20-5525-3-36	35.09	35.09
WI BUILDING SUPPLY	REBUILD STEPS AND PLATFORM ON SCOREBOOTH AT MCCUNE PARK	09/21/2023	3545987	100-20-5525-3-36	17.27	17.27
Total WI BUILDING SUPPLY:						52.36
WI DEPART OF TRANSPORTATION						
WI DEPART OF TRANSPORTATION	MADISON ST. PH 2 PMT 10/INV 320627	09/21/2023	395000032062	400-70-5436-8-00	1,226.53	1,226.53
Total WI DEPART OF TRANSPORTATION:						1,226.53
WI ECONOMIC DEVELOPMENT CORP						
WI ECONOMIC DEVELOPMENT CORP	CONNECT COMMUNITIES FY24 PARTICIPATION FEE	09/21/2023	INV-007171	100-80-5670-3-38	200.00	200.00
Total WI ECONOMIC DEVELOPMENT CORP:						200.00
WONDRA CONSTRUCTION						
WONDRA CONSTRUCTION	WILSON & SHALER DRIVE EXTENSION PROJECT	09/21/2023	11421	419-70-5435-8-00	112,768.21	112,768.21
Total WONDRA CONSTRUCTION:						112,768.21
YMCA OF DODGE COUNTY						
YMCA OF DODGE COUNTY	WAUPUN AQUATIC CENTER PAYROLL - 8-20-23 THRU 9-2-23	09/21/2023	9072023	100-20-5523-3-38	2,730.39	2,730.39
Total YMCA OF DODGE COUNTY:						2,730.39
Grand Totals:						282,452.50

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-10-5110-3-38	22.57	.00	22.57
100-10-5141-3-36	1,638.92	.00	1,638.92
100-10-5153-3-37	78.60	.00	78.60
100-10-5161-3-38	560.00	.00	560.00
100-10-5194-3-38	185.00	.00	185.00
100-10-5197-3-31	149.98	.00	149.98
100-10-5197-3-38	30.50	.00	30.50
100-10-5210-3-38	160.00	.00	160.00
100-10-5255-3-38	1,720.00	.00	1,720.00
100-10-5534-3-38	80.00	.00	80.00
100-12634	439.99	.00	439.99
100-13850	809.99	.00	809.99
100-20-5512-3-32	215.84	.00	215.84
100-20-5513-3-32	331.81	.00	331.81
100-20-5513-3-38	198.73	.00	198.73
100-20-5523-3-32	6,057.10	.00	6,057.10
100-20-5523-3-36	517.75	.00	517.75
100-20-5523-3-38	2,845.36	.00	2,845.36
100-20-5523-3-39	4,041.15	.00	4,041.15
100-20-5523-3-40	1,496.15	.00	1,496.15
100-20-5525-3-32	6,401.97	.00	6,401.97
100-20-5525-3-36	1,263.25	64.99-	1,198.26
100-20-5525-3-38	167.50	.00	167.50
100-21100	68.99	64,907.00-	64,838.01-
100-21537	38.54	.00	38.54
100-40-5211-3-30	452.18	.00	452.18
100-40-5211-3-32	1,199.15	.00	1,199.15
100-40-5211-3-33	225.54	.00	225.54
100-40-5211-3-38	849.84	.00	849.84
100-40-5212-3-36	565.00	.00	565.00
100-40-5213-3-38	80.00	.00	80.00
100-50-5230-3-36	58.97	.00	58.97
100-50-5230-3-38	8,482.59	.00	8,482.59
100-50-5231-3-32	701.71	.00	701.71
100-50-5232-3-36	217.98	.00	217.98
100-50-5232-3-38	216.21	.00	216.21
100-50-5251-3-32	16.00	.00	16.00
100-70-5410-3-32	3,120.93	.00	3,120.93
100-70-5410-3-36	2,087.25	.00	2,087.25
100-70-5410-3-38	296.28	.00	296.28
100-70-5411-3-36	2,034.35	4.00-	2,030.35
100-70-5411-3-38	289.99	.00	289.99
100-70-5412-3-32	1,081.17	.00	1,081.17
100-70-5412-3-36	15.98	.00	15.98
100-70-5412-3-38	409.37	.00	409.37
100-70-5420-3-38	30.00	.00	30.00
100-70-5431-3-36	57.60	.00	57.60
100-70-5441-3-32	230.91	.00	230.91
100-70-5441-3-36	1,596.30	.00	1,596.30
100-70-5442-3-32	10,893.82	.00	10,893.82
100-80-5670-3-38	247.18	.00	247.18
210-21100	.00	2,325.58-	2,325.58-
210-60-5511-3-32	2,325.58	.00	2,325.58
220-20-5550-3-38	2,075.63	.00	2,075.63
220-21100	.00	2,075.63-	2,075.63-
400-21100	.00	1,226.53-	1,226.53-
400-70-5436-8-00	1,226.53	.00	1,226.53
404-10-5711-3-38	316.00	.00	316.00

GL Account	Debit	Credit	Proof
404-21100	.00	316.00-	316.00-
410-21100	.00	53,489.34-	53,489.34-
410-50-5231-4-00	28,812.34	.00	28,812.34
410-70-5412-4-00	24,677.00	.00	24,677.00
419-21100	.00	135,494.22-	135,494.22-
419-70-5435-3-38	52.27	.00	52.27
419-70-5435-8-00	114,962.18	.00	114,962.18
419-70-5436-8-00	20,479.77	.00	20,479.77
430-21100	.00	4,371.21-	4,371.21-
430-70-5436-3-42	4,371.21	.00	4,371.21
501-10-5154-3-38	9,962.89	.00	9,962.89
501-21100	.00	9,962.89-	9,962.89-
700-10-5192-3-32	36.34	.00	36.34
700-10-5192-3-36	568.75	.00	568.75
700-10-5192-3-38	7,748.00	.00	7,748.00
700-21100	.00	8,353.09-	8,353.09-
Grand Totals:	282,590.48	282,590.48-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = "Calculated"

Invoice.Batch = "091123","091223","091323","091923","092623","91123"



AGENDA SUMMARY SHEET

MEETING DATE: 9/26/23 **TITLE:** Certified Survey Map – KT Real Estate Holdings LLC 800 & 732 W Main Street, Waupun (*Plan Commission 9/20/23*)

AGENDA SECTION: BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS

PRESENTER: Rohn Bishop, Mayor

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

ISSUE SUMMARY

MSA Professional Services submitted a Certified Survey Map (CSM), by the request of KT Real Estate Holdings LLC, to the Plan Commission for the September 20, 2023 meeting for consideration. Plan Commission provided a recommendation to the Common Council for approval.

The purpose of the CSM is to combine the parcels of the Kwik Trip Store (800 W. Main St.) and the parking lot (732 W. Main St.), into one parcel due to expansion of the kitchen and reconstruction of the parking lot.

If approved the two parcels will be combined, providing only 800 W. Main St. as the address.

STAFF RECCOMENDATION:

Approve the Certified Survey Map

ATTACHMENTS:

Certified Survey Map

RECCOMENDED MOTION:

Motion to approve the Certified Survey Map for KT Real Estate Holdings LLC, to combine the parcels of the Kwik Trip Store (800 W. Main St.) and the parking lot (732 W. Main St.), into one parcel. (*Roll Call*)



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 201 Corporate Drive, Beaver Dam WI 53916
 (920) 887-4242 www.msa-ps.com
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PROJECT NO.	2235030	OWNER:	
DRAWN BY:	B. BUCHDA	KT REAL ESTATE HOLDINGS LLC	
SURVEYOR:	B. TISDALE	800 & 732 W. MAIN ST.	
FILE NO.	2235030 CSM.dwg	WAUPUN, WI 53963	
SHEET NO.	1 OF 2		

FOND DU LAC COUNTY CERTIFIED SURVEY MAP

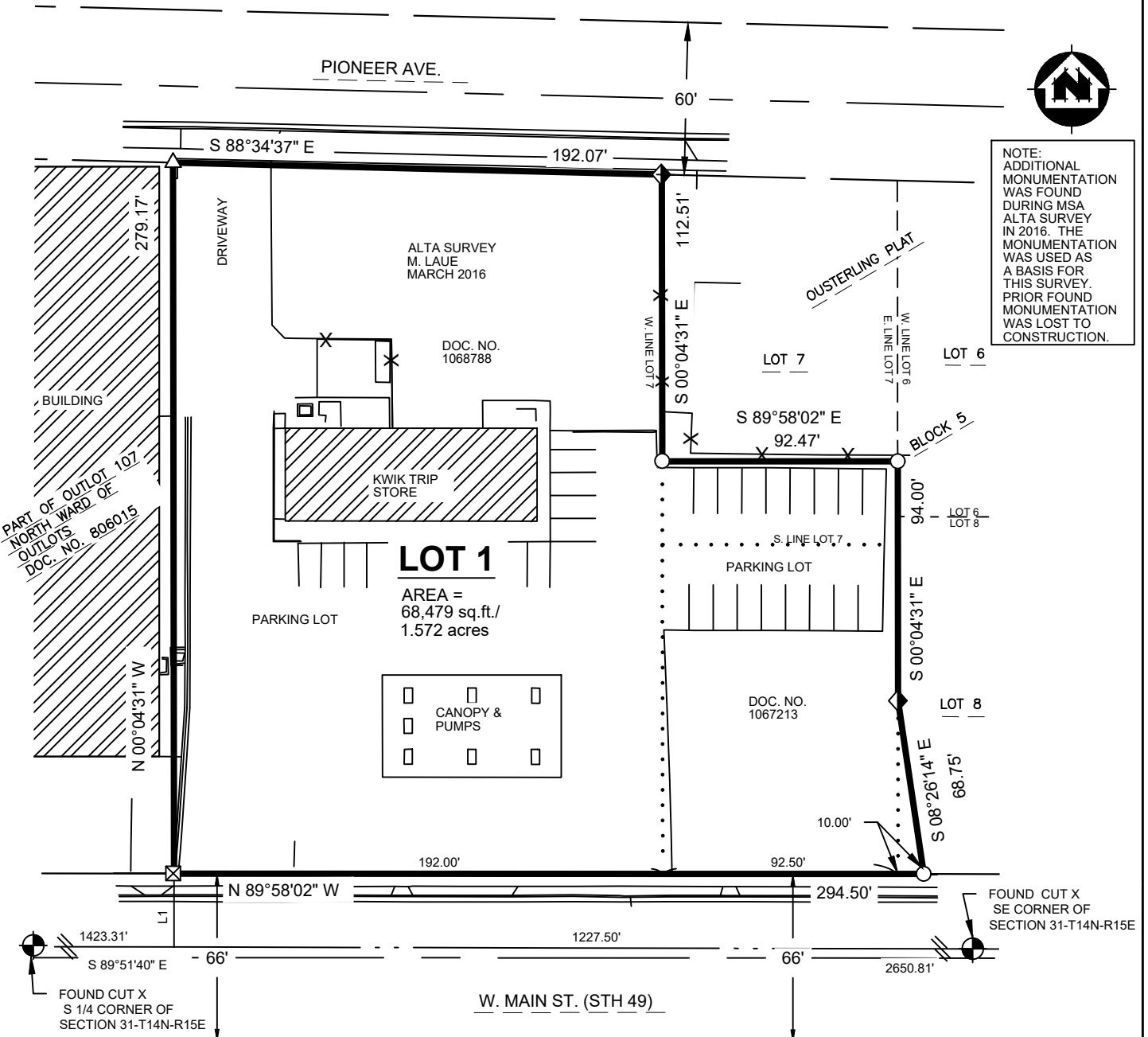
A SURVEY OF LANDS BEING A PART OF LOTS 7 & 8, BLOCK 5 OF OUSTERLING PLAT AND PART OF OUTLOT 107 OF THE NORTH WARD OF OUTLOTS AS DESCRIBED IN DOC. NO. 1067213 AND PART OF OUTLOT 107 OF THE NORTH WARD OF OUTLOTS AS DESCRIBED IN DOC. NO. 1068788 AND BEING LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 31, T.14.N, R.15.E, IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.

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

BEARINGS ARE REFERENCED TO THE FOND DU LAC COUNTY COORDINATE SYSTEM. THE SOUTH LINE OF THE SE 1/4 OF SECTION 31 BEARS S 89°51'40" E



NOTE: ADDITIONAL MONUMENTATION WAS FOUND DURING MSA ALTA SURVEY IN 2016. THE MONUMENTATION WAS USED AS A BASIS FOR THIS SURVEY. PRIOR FOUND MONUMENTATION WAS LOST TO CONSTRUCTION.



08/14/2023



LINE TABLE

#	BEARING	DISTANCE
L1	N 00°04'31" W	28.84'

- FD. SECTION CORNER
- FD. 1" IRON PIPE
- SET CUT CROSS
- SET. 3/4" BY 18" IRON ROD - 1.50 LBS / FT
- SET MAG NAIL
- (XXX) RECORDED AS



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 201 Corporate Drive, Beaver Dam WI 53916
 (920) 887-4242 www.msa-ps.com

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PROJECT NO. 2235030

DRAWN BY: B. BUCHDA

CHECKED BY: B. TISDALE

FILE: 2235030 CSM.dwg

SHEET NO. 2 OF 2

FOND DU LAC COUNTY CERTIFIED SURVEY MAP

A SURVEY OF LANDS BEING A PART OF LOTS 7 & 8, BLOCK 5 OF OUSTERLING PLAT AND PART OF OUTLOT 107 OF THE NORTH WARD OF OUTLOTS AS DESCRIBED IN DOC. NO. 1067213 AND PART OF OUTLOT 107 OF THE NORTH WARD OF OUTLOTS AS DESCRIBED IN DOC. NO. 1068788 AND BEING LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 31, T.14.N, R.15.E, IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATION

I, Bradley L. Tisdale, Professional Land Surveyor of the State of Wisconsin do hereby certify that by order of the KT Real Estate Holding LLC, I have surveyed a part of Lots 7 & 8, Block 5 of Ousterling Plat and part of Outlot 107 of North Ward of Outlots described in Doc. No. 1067213 and part of Outlot 107 of the North Ward of Outlots as described in Doc. No. 1068788 and being located in the SE 1/4 of the SE 1/4 of Section 31, Town 14 North, Range 15 East in the City of Waupun, Fond du Lac County, Wisconsin and being more particularly described as follows:

LEGAL DESCRIPTION

COMMENCING at the South 1/4 Corner of Section 31, Town 14 North, Range 15 East, in the City of Waupun, Fond du Lac County, Wisconsin thence S 89°51'40" E, 1423.31 feet along the south line of the SE 1/4 of said Section 31; thence N 00°04'31" W, 28.84 feet to the SW corner of lands described in Doc. No. 1068788, the northerly right of way of W. Main St. (S.T.H. 49) and the **POINT OF BEGINNING**; thence N 00°04'31" W, 279.17 feet along the west line of lands described in Doc. No. 1068788 to the NW corner of lands described in Doc. No. 1068788 and the southerly right of way of Pioneer Ave.; thence S 88°34'37" E, 192.07 feet along the north line of lands described in Doc. No. 1068788 to the west line of Lot 7 Block 5 of Ousterling Plat; thence S 00°04'31" E, 112.51 feet along the west line of Lot 7 Block 5 of Ousterling Plat to the north line of lands described in Doc. No. 1067213; thence S 89°58'02" E, 92.47 feet along the north line of lands described in Doc. No. 1067213 to the east line of Lot 7 Block 5 of Ousterling Plat; thence S 00°04'31" E, 94.00 feet along the east line of Lot 7 and the west line of Lot 8, Block 5 of Ousterling Plat; thence S 08°26'14" E, 68.75 feet to the south line Lot 8 Block 5 of Ousterling Plat and the northerly right of way of W. Main St. (S.T.H. 49); thence N 89°58'02" W, 294.50 feet along the south line of Lot 8 Block 5 of Ousterling Plat and it's westerly extension thereof, the south line of lands described in Doc. No. 1068788 & 1067213 and the northerly right of way of W. Main St. (S.T.H. 49) to the **POINT OF BEGINNING**.

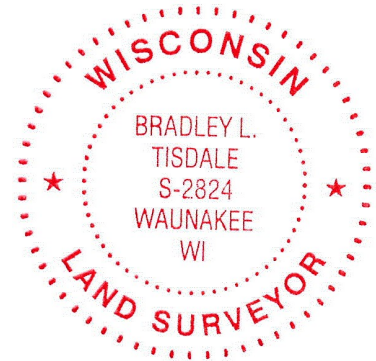
Said parcel contains 68,479 sq ft / 1.572 acres more or less

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 Statues and the subdivision provisions of the City of Waupun Subdivision Ordinances in surveying and mapping the same to the best of my knowledge and belief.

Bradley L. Tisdale

08/14/2023

Bradley L. Tisdale S-2824



CITY OF WAUPUN APPROVAL

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

 ROHN BISHOP - MAYOR Date

 ANGIE HULL - CITY CLERK Date



AGENDA SUMMARY SHEET

MEETING DATE: 9/26/23

TITLE: Riseling Group Agreement to Conduct an Organizational Assessment

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	\$24,500	

ISSUE SUMMARY

Police departments across the country are struggling with recruitment and retention of sworn officers and Waupun is no exception. Earlier this year, we were fully staffed and recruiting for an 18th training position. Today we are down to thirteen sworn officers with not enough qualified applicants to fill vacant positions. Over the past three years, we have tried a variety of compensation strategies to improve retention. However, from exit interviews, we know that there are factors beyond compensation that are affecting staffing levels. In addition to market-competitive wages, things such as different shift models, questions about command structure, light duty policy, and more have been identified as issues. To ensure we are spending limited budget dollars in the most effective way, we are recommending the use of an outside police consultant to complete an organizational assessment that can then help us frame a strategy to address our most pressing issues within the department. After evaluating several consultants with police expertise, we are recommending the Riseling Group be contracted to complete an organizational assessment and that their work commence immediately. A copy of their proposal is included.

STAFF RECCOMENDATION:

Approve agreement with Riseling Group to conduct an organizational assessment of the Waupun Police Department.

ATTACHMENTS:

Riseling Group Proposal

RECCOMENDED MOTION:

Motion to approve the agreement with the Riseling Group to conduct an organizational assessment

The Riseling Group

1802 Monroe Street Suite 201
Madison, WI 53711
608 444-3547
www.riselinggroup.com

OVERVIEW

1. Project Background and Description

The City of Waupun Wisconsin is experiencing challenges within its police department. As with most cities in the United States, hiring of police officers is growing more and more difficult, thereby making retaining of officers even more crucial. The department is experiencing significant turnover. Three recent exit interviews identified some common themes that the City wishes to evaluate to ensure the most efficient operation of the police department.

2. Project Scope

The Riseling Group, LLC is being considered for this project. The project would involve:

- Current staffing model (verify 12 hour shift vs. current 8 hr shift 6/3 schedule)
- Staffing levels (supervisor to patrol ratios; staffing levels review with prison pop included / excluded)
- Roles of supervisors (Sergeants vs. Lieutenants); Discipline structure and accountability
- Recruitment & Hiring practices
- Review of FTO Program to identify any opportunities for improvement
- Assess overall culture to understand areas for improvement
- Methods to improve communication flow between staff and management and vice versa
- Core values and ways to integrate those values within the department

3. High-Level Requirements

- A. High degree of cooperation by the police department, the Mayor, Police and Fire Commission and the City Administrator.
- B. Sufficient advance notice when consultants are required to attend meetings.
- C. Request for documents expedited.
- D. Location to conduct meetings with all technology needed -- with the resurgence of COVID-it is expected the in-person gatherings would be large enough for some social distancing and masks will be worn if required.

- E. Fifty percent payment when the contract is signed with the remaining 50% and expenses paid upon the delivery of a written report.

4. Steps to the Process and Deliverables

- A. Conduct interviews with the Police and Fire Commissioner (or full commission – Waupun’s choice)
- B. Conduct interview with the Mayor
- C. Conduct Interview with the City Administrator
- D. Conduct interview with Police Chief
- E. Conduct interviews with staff with relevant information on crime, patrol, staffing, recruiting, community issues and field training program.
- F. Review items listed in section two.
- G. Deliver a written report on findings and recommendations.

5. Affected Parties

- A. Leadership of Public Safety functions
- B. City Administration
- C. Police Department
- D. Citizens of the Waupun

6. Specific Exclusions from Scope

- A. Review of the police department policies not pertaining to the organizational study
- B. Review of equipment
- C. Review of headquarters.
- D. Review of compliance with training requirements.

7. Implementation Plan High-Level Timeline/Schedule

September 15	Proposal adopted for services and signed.
October 15	Documents received, and interviews scheduled.
Late October/ Early November	Interviews conducted; documents reviewed.
Late November	Begin report drafting.
December 22	Deliver Final Report

8. The Riseling Group, LLC Team

The Lead for this project will be The Riseling Group, LLC President, Associate Vice Chancellor and Chief (ret) Sue Riseling.

[Associate Vice Chancellor and Chief of Police \(retired\) Sue Riseling](#)

Sue Riseling is the current President of The Riseling Group, LLC. Chief Riseling retired after 34 years in security and law enforcement, 25 of those years as Chief of Police. During her time as Chief, Sue has served as the deciding authority on policy and employment for police officer, sergeant, lieutenants, captains, and assistant chiefs. Her organization was triply accredited – the only department in the state of Wisconsin to achieve this recognition. After retiring from the UW-Madison police department she served as the Executive Director of the International Association of Campus Law Enforcement Administrators (IACLEA). IACLEA has over 4,000 members in 15 countries.

Over her career she served on the International Association of Chiefs of Police (IACP) Board and Executive committee. The IACP is the world's largest police leadership organization. Sue was the first woman and first university police chief to serve as Vice President at Large for 5 years in the association. She chaired and/or served on the IACP Civil Rights committee for over a decade. This committee drafted the first resolution banning racial profiling and calling for bias-free policing. She helped author the IACP guide to civil rights funded by the USDOJ and she was part of a team that authored a strategy document dealing with immigration. She has served as President of the Wisconsin Chiefs of Police Association and helped author the Association's work on data gathering and ending racial profiling during traffic stops. While serving as President of the Dane County Chiefs of Police Association, she helped reform the county wide law enforcement practice dealing with detoxification centers. She also chaired the committee that called for independent agency investigation of use of force incidents throughout Dane county before it became the state law. During her career, Sue served as the President of the Wisconsin Police Executive Group and the President of the National Association of Women Law Enforcement Executives.

In 2015 she co-chaired a Leaders of Color and Law Enforcement collaboration on the Use of Force sponsored by the United Way. Following that work she was involved with a work group for police reform within Dane county through the United Way.

In her career Chief Riseling has received many honors. Some of note, she was honored by the Police Executive Research Forum (PERF) with their Excellence in Leadership Award, the United Way with Woman of the Year in Philanthropy, and the Motorola/NAWLEE Police Executive of the Year, the Chancellor's award, recognition from the United States Secret Service and the Director of the FBI . The University of Wisconsin Police Department was awarded the IACP's Civil Rights award while she was Chief, and the department won the National Sheriff's Association award for community policing.

Sue has instructed in community policing, bias-free policing, ending racial profiling in traffic stops and building trust within the community police serve. Her first book "A View from the Interior: Policing the Protests at the Wisconsin State Capitol" won the Midwest bookseller's book of the year in 2013.

[Interim Chief \(ret\) Brian Bridges](#)

Chief Bridges began his 40 plus year career as a sheriff's deputy in northwestern Wisconsin. He later served over thirty-eight years policing at the University of Wisconsin-Madison where he rose from officer through the six ranks to become Interim Chief. He also served as interim chief of police at UW-Stevens Point and UW-LaCrosse. He continues to work part time as an officer at the UW-Madison football games.

At UW-Madison in his roles at Lieutenant of Detectives he oversaw 9 full time detectives serving the campus as well as with the Dane County Narcotics and Gang Task Force and the FBI Joint Terrorism Task Force. As Captain of Field Services he was responsible for all patrol operations, special events including Badger football, basketball, and professional concerts. As Assistant Chief he oversaw all department operations including two US Presidential visits, Supreme Court Justice, foreign Prime Ministers, controversial speakers and leading presidential candidate visits.

Chief Bridges served on the IACP Patrol and Tactical Committee for ten years. This committee reviews, monitors and recommends tactics, equipment, and policy for the association. The IACP is the world's largest association with over 35,000 members in 120 countries.

9. Pricing Proposal

We propose a flat fee of \$24,500 for the review and report.

We project there will be some expenses involved in this project. Mileage for three – possibly four trips from Madison WI to Waupun (approximately 130 miles round trip), and possibly a few meals, depending on the schedule of interviews.

Payment conditions are 50% of the flat rate (\$12,250) is due upon the signing of the contract. The other 50% and expenses are due by December 31, 2023.

Approval and Authority to Proceed

We approve the project as described above and authorize the team to proceed.

Name	Title	Date
Susan Riseling	President	August 27, 2023
Revised		September 7, 2023

Sue Riseling

Approved By

August 27,
2023

Date

Approved By

Date



AGENDA SUMMARY SHEET

MEETING DATE: 9/26/2023

TITLE: Land Sale and Developer Agreement with Eric Mulder Construction LLC

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator
Casey Langenfeld, Finance Director

DEPARMTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
Economic Vitality	TID 7

Offer to Purchase / Land Sale Terms:

1. Parcel 29213150933004 located in Heritage Ridge Business Park as identified on map attached in Addendum A for the purpose of constructing a shop and show room for his business.
2. Land Sale Price: \$65,000.
3. City has fully improved land, with water, sanitary sewer and electric service provided to lot line.
4. A regional stormwater retention pond is available to support development and is maintained by the City.
5. The parties understand that developer will be accessing the lot from the current gravel cul-de-sac dead ending Shaler Drive near the lot. At a point to be determined by the City, Shaler Drive will be extended. When Shaler Drive is installed, developer may experience some temporary/limited restrictions to access property during construction. The City will work to minimize disruption to the developer’s business during that time.
6. As outlined and formalized in agreements, all terms and agreements are subject to approval by the City Common Council in an open session of the Waupun Common Council, duly noticed as required by law.
7. Compliance with Open Meetings and Public Records Law. Except as outlined here, the City shall not disclose the terms of its negotiations to third parties unless required to do so by law. The City may disclose such information to the extent required by an order of a court, administrative agency or other governmental body; by any law, including Wisconsin’s public records law, Wis. Stat. §§ 19.31 et seq., rule or regulation; or by subpoena, summons or other administrative or legal process. However, prior to making any such disclosure, the City shall use its best efforts to provide not less than five (5) days advance written notice of the disclosure requirement, in order to permit Eric Mulder to seek to protect its interest with respect to any interest it deems confidential. This term is intended to protect negotiations of the parties pending the completion of the transaction agreements, at which time the parties intend to make the terms of such agreements available to the public prior to any approval of such transactional agreements by the Waupun Common Council.
8. Expenses. Each of the parties will pay its own expenses and costs incidental to the completion of the transactions contemplated here, including without limitation, legal, accounting and investigation fees and expenses.

Development Agreement Terms:

1. Mutual agreements for project description, timelines, Developer and City responsibilities, developer terms will be included as contractual terms with provisions recorded to run with the land.
2. Sewer, water and electric services to be provided exclusively through Waupun Utilities.
3. Requirements and restrictions for parking, landscaping, fencing and open storage areas must be adhered to in accordance with the restrictive covenants for the Heritage Ridge Business Park.

4. Restrictions, requirements and monitoring for the containment and remediation of any environmental contaminants discharged as a result of activities occurring on the property.
5. Requirements for decommissioning of obsolete structures/facilities when no longer in use.
9. Guarantee a minimum property valuation of \$500,000. The minimum valuation guarantee would be effective with the 2024 tax year (paid in 2025) and be in effect until the closure of City Tax Increment District 7 (scheduled to close in 2038 unless extended through Joint Review Board approval).
10. Provisions for monitoring and enforcement of developer agreement terms, to include collection of amounts due by special assessment.
11. Parties agree that time is of the essence. Developer will construct an approximate 7,500 square foot facility with occupancy obtained by December 31, 2024.
12. If developer fails to obtain occupancy by January 1, 2025, the City reserves the right to repurchase property at 50% of original land sale transaction. That amount is reduced by 25% each subsequent year that occupancy is not obtained. In no case will the buyback be less than \$1.
13. Developer is responsible for completing a site plan review with Waupun Plan Commission in accordance with City ordinance 16.17.
14. Developer is responsible for obtaining/meeting all permitting and environmental standards for the proposed project and provide evidence of such, and demonstrate compliance with all applicable City ordinances, including but not limited to Section 16-18, Performance Standards, and Chapter 9, Public Nuisances.
15. Adhere to stormwater requirements for the project as defined and approved by city engineers and consultants.
16. Extend infrastructure (i.e., water, sewer, electric) from property line to facility at developer's cost.
17. City agrees to suspend paving requirements for parking surfaces until the Shaler Drive extension is complete in front of the parcel.

STAFF RECOMMENDATION:

The terms of this agreement are recommended by the economic development committee.

ATTACHMENTS:

Offer to purchase

RECOMMENDED MOTION:

Motion to approve land sale and terms of developer's agreement with Eric Mulder Construction, LLC

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 25, 2023 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM)~~ ~~(AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

3 The Buyer, Eric Mulder Construction LLC, a Wisconsin limited liability company,
4 offers to purchase the Property known as Lot 1, Heritage Ridge, located in the the City of Waupun, Dodge County, Wisconsin, also known
5 as Dodge County tax parcel number 292-1315-0933-004, and as depicted on the map attached and incorporated as Addendum A to this Offer
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 Waupun of Waupun
8 County of Dodge Wisconsin, on the following terms:

9 PURCHASE PRICE The purchase price is Sixty-Five Thousand and 00/100
10 _____ Dollars (\$ 65,000.00).

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

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

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 September 30, 2023.
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 October 31, 2023, or within ten (10) days after final approval of this offer by the Waupun
37 Common Council, whichever shall first occur
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 other

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 _____, 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 _____~~

99 _____
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 _____ 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: construction and use of a commercial building for use for
252 operations involving a general construction contractor

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: _____
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 to lot line _____; gas to lot line _____; sewer to lot line _____;
278 water to lot line _____; 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 _____.

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 the Declaration of Covenants for the Heritage
495 Ridge Development Park, as recorded with the Dodge County Register of Deeds on May 3, 2017 as document number 1249497

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 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 _____
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654 _____
655 _____
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657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
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: Kathy Schlieve, City Administrator

671 Name of Buyer's recipient for delivery, if any: Eric J. Mulder

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

673 Seller: (920) 324-3980

Buyer: ()

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: Waupun City Hall, 201 E. Main Street, Waupun, WI 53963

680 Address for Buyer: 819 Grace Street, Waupun, WI 53963

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

682 Email Address for Seller: Kathy@cityofwaupun.org

683 Email Address for Buyer:

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) _____
690 Buyer's Signature ▲ Print Name Here ► Eric Mulder Construction LLC, a Wisconsin limited liability company 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.**

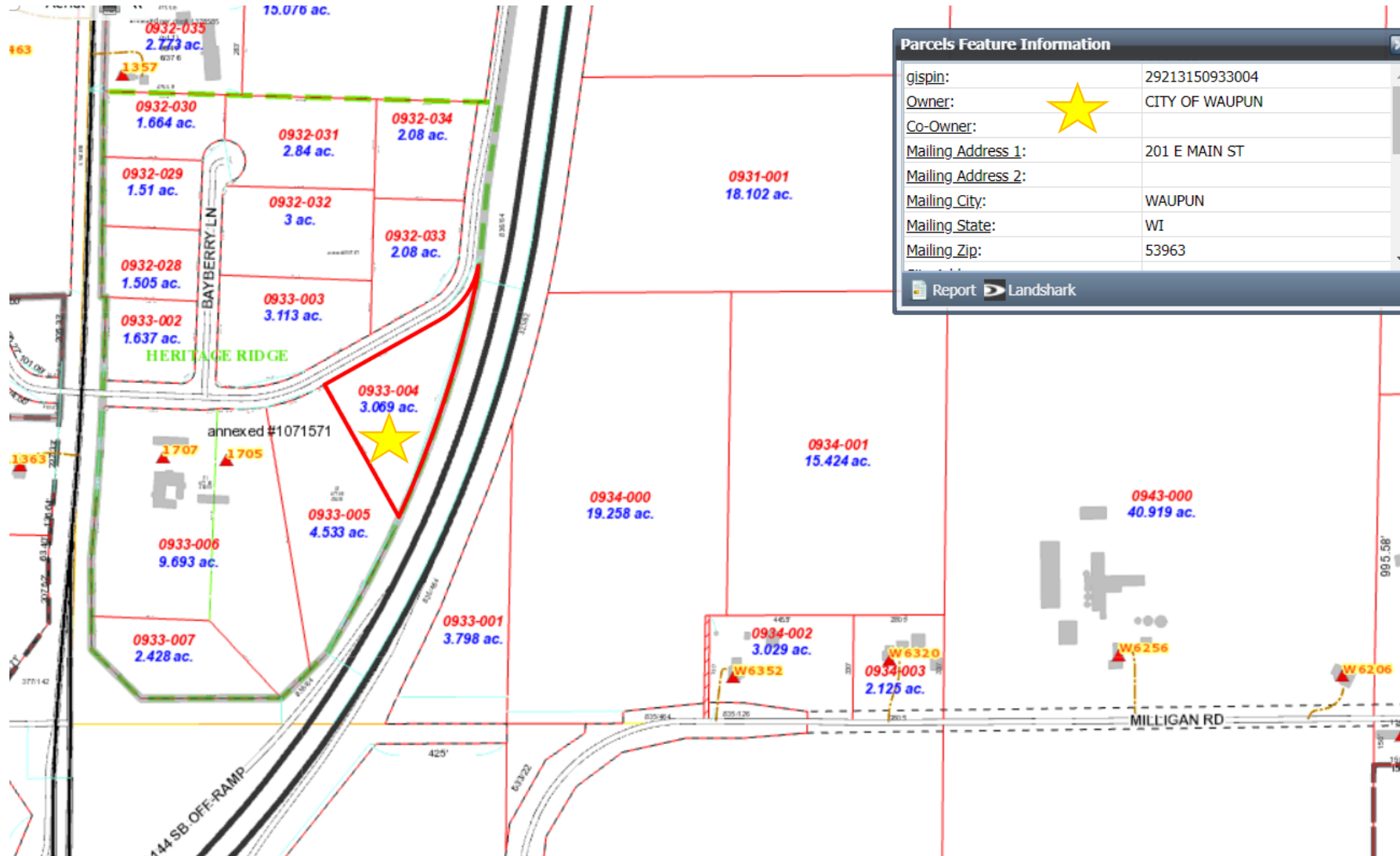
697 (x) _____
698 Seller's Signature ▲ Print Name Here ► City of Waupun, a Wisconsin municipal corporation Date ▲

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 ▲

Addendum A: Heritage Ridge Business Park - Parcel 29213150933004



**ADDENDUM "B" 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 Eric Mulder Construction, LLC, a Wisconsin limited liability company ("the Buyer") is subject to the following additional terms:

1. "As Is" Purchase; Condition Report Waiver. The Buyer acknowledges having been given a reasonable opportunity to inspect and investigate the real estate, 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 this written offer with respect to the condition of the real estate, including without limitation, soils, geology, lot size, acreage, radon 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. The Buyer further waives the right to receive a property condition report concerning this real estate.

2. Street Access and Deferred Installation of Paving. The Buyer understands and acknowledges that the Buyer will be accessing this real estate from the current gravel cul-de-sac dead ending Shaler Drive near the real estate. At a point to be determined by the City in its sole discretion, Shaler Drive will be extended to provide alternate access.

When Shaler Drive is extended, those accessing this real estate may experience some temporary limited restrictions to access property during construction. The City agrees to work cooperatively with the Buyer to minimize disruption to such access at that time. Pursuant to Article Four, subsection B. of the Restrictive Covenants for the Heritage Ridge Development Park, the City agrees to temporarily defer the Article Two, subsection C.6. covenant requirement that any driveway, parking or loading areas be paved with hot-mixed asphalt or Portland cement concrete, until three (3) months after the City completes the extension of Shaler Drive across the frontage of the property.

3. Developer Agreement Contingency. On closing the Seller and Buyer shall enter into the terms of a legally binding Developer Agreement on terms substantially similar to those contained in the draft agreement attached and incorporated as Addendum B to this offer. If this contingency is not met, or waived by the Seller, then this transaction shall be void.

4. Wisconsin Public Records Law. The Buyer understands that this Offer and other materials submitted to the City may constitute public records subject to disclosure under the Wisconsin Public Records Law, as codified in Wis. Stat. §§ 19.31, et seq., and any successor statutes, regulations and common law rulings.

5. Sale Subject to Restrictive Covenants. The Buyer acknowledges that the real estate is subject to the Declaration of Covenants for the Heritage Ridge Development Park as recorded with the Dodge County Register of Deeds on May 3, 2017 as document number 1249497. The Buyer further acknowledges receipt of a copy of these restrictive covenants.

6. Evidence of Adequate Funding. This transaction is contingent on the Buyer, not less than ten (10) days prior to closing, providing to the Seller written documents sufficient to establish that the Buyer has the necessary financial resources and/or third-party finances sufficient to close this purchase and construct the commercial facility as described in the attached draft Developer Agreement, such evidence to be determined sufficient in the sole and absolute discretion of the Seller. If the Buyers are unable to provide such evidence to the satisfaction of the Seller, then the Seller may declare this offer void.

7. Contingent on Common Council Approval. This transaction is contingent on the approval of these terms by the Waupun Common Council within thirty (30) 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 and all earnest money shall be refunded to the Buyer.

8. 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.

9. 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.

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 Eric Mulder Construction LLC, a Wisconsin limited liability company ("the Developer"). The City and the Developer may be individually referred to as a "Party" and collectively identified here as "the Parties" to this Agreement.

The City has established Tax Incremental District No. 7 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 1 to this agreement ("the Real Estate"), which is incorporated here by reference.

The City has on this date conveyed the Real Estate to the Developer, 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 the Developer 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. The Developer agrees to construct on the Real Estate a commercial building not less than 7,500 square feet in area, and any related structures, for use in the business of general construction contracting, as depicted on the preliminary site plan which is attached and incorporated as Exhibit 2 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. the Developer shall not commence construction or place any structure, improvement or landscaping on the Real Estate until design plans have been approved in writing by the City for each Project Development Phase as defined in Section 3 below. All design plans shall be prepared in sufficient detail to establish compliance with all applicable State, County and municipal legal and code requirements, and also with the terms of this Agreement as determined in the sole discretion of the City. Once approved, the Developer 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. the Developer shall comply with the following construction and occupancy timelines:

3.1. Project Development. the Developer shall commence construction of the Project Development no later than September 30, 2023, and shall thereafter proceed diligently and expeditiously to complete Project Development and obtain an occupancy permit no later than December 31, 2023.

3.2. City Option to Repurchase. Notwithstanding any other provision contained in this Agreement, if the Developer fails to commence or substantially complete construction of the Project Development and obtain an occupancy permit no later than January 1, 2025, then the City shall thereafter have the option to immediately repurchase the Real Estate at a cash price at fifty percent (50%) of the purchase price paid to the City by the Developer (\$69,760.00), which repurchase shall be free from any lien or other encumbrance on the Real Estate. If the City exercises this option, then on concluding such repurchase from the Developer the terms of this Agreement shall be void, and the City and the Developer 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. If the City defers exercise of this option to repurchase, then for each year that occupancy is not obtained by January 1st, the repurchase price by the City shall be reduced by twenty-five percent (25%), provided that in no case shall the repurchase price be less than one dollar (\$1.00).

3.3. Termination. The Developer will be considered in default of this Agreement if any of the following occur:

3.3.1.1. The Developer fails to construct or fails to substantially complete any phase of the project consistent with Section 3.1 above; or

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

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

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

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

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

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

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

5.2. Guaranteed Tax Value. Commencing with the year in which the Project Development is completed, but no later than the tax assessment year 2024 (due in calendar year 2025), and continuing each year thereafter, the Guaranteed Tax Value for the Property shall be Five Hundred Thousand Dollars (\$500,000.00) for the Property.

5.3. Payment of Real Estate Taxes and PILOT. the Developer 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 the Developer shall pay, in addition to any required real estate tax payment, an additional payment in lieu of taxes (“PILOT”) in an amount equal to the applicable tax mill rate for that year multiplied by the difference between the actual assessment value of the Property and the Guaranteed Tax Value for the Property for that year. By way of example, if the actual assessment of the Property in the year 2024 is \$450,000.00, and the Guaranteed Tax Value for that year is \$500,000.00, then in addition to paying all real estate taxes for that year, the Developer shall also make a PILOT payment to the City that is equal to \$50,000.00 multiplied by the applicable mill rate for that year. The PILOT shall be calculated and paid to the City no later than January 31 following the tax assessment period ending December 31 of the previous year.

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

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

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

6. Storm Water Management. Prior to commencing any Phase of the Project Development, the Developer 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. the Developer shall, at all times during construction and operation of the Project Development, comply with all terms and conditions specified in its stormwater plan and maintenance agreement. the Developer 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, the Developer shall, at its sole cost, fully comply and maintain compliance with respect to all applicable State and municipal statutes, laws, administrative provisions and other requirements with respect to storm water quality, storm water management, and weed and erosion control.

7. Utility Services. the Developer 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 the Developer on the Real Estate is a material inducement for the City to enter into this Agreement. the Developer 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. the Developer may request approval from the City to install on-site renewable energy generation, such as solar panels, and such approval shall not be unreasonably withheld.

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

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

10. Assignment Restricted. This Agreement shall not be assigned by the Developer without the express written consent of the City, which shall not be unreasonably withheld. Any attempt to assign the Agreement in violation of this Section shall be void and shall constitute an act of default of this Agreement. If the City does agree to an assignment of the Real Estate, then any permitted transferee shall agree to be fully bound by the terms of this Agreement. the Developer acknowledges that the terms of this Agreement represent a primary and material inducement for the City to convey the Real Estate to the Developer. 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 the Developer in the Real Estate to any third Party.

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

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

12. Destruction and Restoration. In the event of that any buildings, structures, fixtures or improvements constructed as part of the Project Development shall be damaged or destroyed by fire or otherwise, the Developer, 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. the Developer 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 the Developer from any of its obligations or

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

13. Insurance and Assumption of Risk.

13.1. Required Insurance. the Developer, its contractors, lessees, successors and assigns, shall, at all times during its ownership of the Real Estate, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect the Project Development, as are customarily insured against in project developments of like size and character including, but not limited to: casualty insurance, comprehensive general liability insurance, physical damage insurance, builders' risk insurance, worker compensation, and coverage for vehicle operation, and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the Developer. 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, the Developer 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 the Developer and the City.

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

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

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

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

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

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

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

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

15. Term and Termination of Agreement.

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

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

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

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

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

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

16.3. Emergency Action. As used in this Agreement, an “emergency” means a situation that arises where the City deems the Developer 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 the Developer, and the Developer 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 the Developer via telephone, facsimile or electronic mail to the Developer'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 the Developer fails to take immediate remedial action within the time specified here, then the City may, in its sole discretion and without further notice, take reasonable action as the City deems necessary or appropriate to address such emergency, including without limitation to take any remedial action available to the City as specified in this Agreement. Notwithstanding any provision to the contrary in this Agreement, the City may take remedial action in the event of an emergency without first complying with the Right to Cure or Mediation requirements specified in this Agreement.

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

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

16.5. Remedial Action Available to the City. If the Developer 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 the Developer, as deemed adequate by the City in its sole and absolute discretion, that the Developer 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 the Developer 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 the Developer shall pay to the City interest on the monetary amount outstanding at the rate of twelve percent (12%) per annum from the due date to the date of payment, and such amount shall immediately thereafter be added and collected as a special assessment to the Real Estate as specified below; or (d) the City may enforce the provisions of this

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

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

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

without limitation, any Property real estate tax or PILOT payment that becomes due. the Developer 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, the Developer 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. the Developer 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 the Developer in this respect. Notwithstanding this provision, the inclusion of any amount due from the Developer as a special assessment shall not constitute a waiver of any default of this Agreement, and shall not prohibit the City from pursuing any other available remedies under this Agreement.

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

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

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

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

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

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

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

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

17.2. Authority to Execute Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer and no other or further acts or proceedings of the Developer are necessary to

authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

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

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

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

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

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

18.3. Force Majeure. Neither the Developer 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 the Developer, its suppliers to the extent they are delayed in performance due to an event of Force Majeure), as long as it is out of the ordinary, not foreseeable

as of the date of this Agreement and is otherwise unavoidable. Such events shall include, but are not limited to, an act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act or priority) of any governmental authority; act of terrorism; civil disturbance, rebellion, insurrection, riot or sabotage; fire caused by a third-Party, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; governmental embargo, epidemic or quarantine; fuel or energy shortage; delay or accident in shipping or transportation (collectively “Force Majeure”). However, under no circumstances shall this provision be construed so as to delay any required performance by a Party for a period of more than one (1) year from the initial required compliance date.

18.4. Compliance with Codes, Statutes and Restrictive Covenants. The Parties acknowledge that full compliance by the Developer with the Declaration of Covenants for the Heritage Ridge Development Park, and all applicable codes, statutes and administrative code provisions, is a material inducement for the City to enter into this Agreement. The Developer shall fully comply with all such Restrictive Covenants and 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, the Developer shall follow all current and future lawful orders of any and all duly authorized employees and representatives of the City, County, State or federal government. However, to the

extent that the terms, provisions and requirements of this Agreement are more restrictive than the requirements of any applicable code, statute or administrative code provision, then the terms of this Agreement shall be controlling.

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

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

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

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

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

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

18.11. Relationship of Parties. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the City and the Developer, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. The City and the Developer shall not have any right, power, or authority to enter any agreement or undertaking for, or act on behalf of, or to act or be an agent

or representative of, or to otherwise bind, the other Party, except as expressly provided in this Agreement.

18.12. Interpretation. Each Party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The terms of this Agreement shall be liberally construed to promote the public purposes, plans and objectives identified in the District Plan, to protect the environment and the health and safety of Waupun community residents, to maintain a community that is free from objectionable environmental emissions.

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

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

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

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

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

ATTN: Eric J. Mulder
Eric Mulder Construction LLC
819 Grace Street
Waupun, WI 53963

18.16. Calculation of Time. In computing any period of time in this Agreement, reference to “day” or “days” shall mean calendar days, except that if the due day falls on a Saturday, Sunday or legal holiday then the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. The day any notice is issued shall not be included in calculating the number of days required for performance.

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

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

18.19. Agreement to Run with Land. This Agreement shall operate as a covenant running with the real estate, and all rights and obligations provided here, including without limitation the special assessment waiver and consent identified

above, shall run with the real estate, and each and every parcel that may be subject to division. This Agreement imposes certain obligations, liabilities and restrictions on the owners of all or any portion of the Real Estate, including without limitation, the obligation to pay certain amounts to the City as specified above. The City may record this Agreement or notice of this Agreement with the County Register of Deeds to provide public notice of these terms.

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

[Signature Pages and Exhibits Follow]

Dated this ____ day of _____, 2023.

City of Waupun

By: _____
Rohn W. Bishop
Mayor

ACKNOWLEDGMENT

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

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

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

Dated this ____ day of _____, 2023.

Eric Mulder Construction LLC

By: _____
Eric J. Mulder
Authorized Member

ACKNOWLEDGMENT

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

Personally appeared before me this day and year above written, Eric J. Mulder, as authorized Member of Eric Mulder Construction LLC, a Wisconsin limited liability company, to me know to be the person who executed this Agreement and acknowledged the same.

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

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

LIST OF EXHIBITS

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

EXHIBIT 1

REAL ESTATE DESCRIPTION

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

Tax Parcel Number: 292-1315-0933-004



AGENDA SUMMARY SHEET

MEETING DATE: 9/26/2023

TITLE: Land Sale and Developer Agreement with Retzlaff Milk Transport, LLC

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, City Administrator

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
Economic Vitality	TID 7

Offer to Purchase / Land Sale Terms:

1. Parcel 29213150933005 located in Heritage Ridge Business Park as identified on map attached in Addendum A for the purpose of constructing a two-bay automated truck wash.
2. Land Sale Price: \$144,960.
3. City has fully improved land, with water, sanitary sewer and electric service provided to lot line.
4. A regional stormwater retention pond is available to support development and is maintained by the City.
5. The parties understand that at a point to be determined by the City, Shaler Drive will be extended. When Shaler Drive is installed, developer may experience some temporary/limited restrictions to access property during construction. The City will work to minimize disruption to the developer’s business during that time.
6. As outlined and formalized in agreements, all terms and agreements are subject to approval by the City Common Council in an open session of the Waupun Common Council, duly noticed as required by law.
7. Compliance with Open Meetings and Public Records Law. Except as outlined here, the City shall not disclose the terms of its negotiations to third parties unless required to do so by law. The City may disclose such information to the extent required by an order of a court, administrative agency or other governmental body; by any law, including Wisconsin’s public records law, Wis. Stat. §§ 19.31 et seq., rule or regulation; or by subpoena, summons or other administrative or legal process. However, prior to making any such disclosure, the City shall use its best efforts to provide not less than five (5) days advance written notice of the disclosure requirement, in order to permit developer to seek to protect its interest with respect to any interest it deems confidential. This term is intended to protect negotiations of the parties pending the completion of the transaction agreements, at which time the parties intend to make the terms of such agreements available to the public prior to any approval of such transactional agreements by the Waupun Common Council.
8. Expenses. Each of the parties will pay its own expenses and costs incidental to the completion of the transactions contemplated here, including without limitation, legal, accounting and investigation fees and expenses.

Development Agreement Terms:

1. Mutual agreements for project description, timelines, Developer and City responsibilities, developer terms will be included as contractual terms with provisions recorded to run with the land.
2. Sewer, water and electric services to be provided exclusively through Waupun Utilities.
3. Requirements and restrictions for parking, landscaping, fencing and open storage areas must be adhered to in accordance with the restrictive covenants for the Heritage Ridge Business Park.
4. Restrictions, requirements and monitoring for the containment and remediation of any environmental contaminants discharged as a result of activities occurring on the property.
5. Requirements for decommissioning of obsolete structures/facilities when no longer in use.
6. Guarantee a minimum property valuation of \$850,000. The minimum valuation guarantee would be effective with the 2025 tax year (paid in 2026) and be in effect until the closure of City Tax Increment District 7 (scheduled to close in 2038 unless extended through Joint Review Board approval).

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7. Provisions for monitoring and enforcement of developer agreement terms, to include collection of amounts due by special assessment.
 8. Parties agree that time is of the essence. Developer will construct a two-bay automated truck wash with occupancy obtained by July 1, 2025.
 9. If developer fails to obtain occupancy by January 1, 2026, the City reserves the right to repurchase property at 50% of original land sale transaction. That amount is reduced by 25% each subsequent year that occupancy is not obtained. In no case will the buyback be less than \$1.
 10. Developer is responsible for completing a site plan review with Waupun Plan Commission in accordance with City ordinance 16.17.
 11. Developer is responsible for obtaining/meeting all permitting and environmental standards for the proposed project and provide evidence of such, and demonstrate compliance with all applicable City ordinances, including but not limited to Section 16-18, Performance Standards, and Chapter 9, Public Nuisances.
 12. Adhere to stormwater requirements for the project as defined and approved by city engineers and consultants.
 13. Extend infrastructure (i.e., water, sewer, electric) from property line to facility at developer's cost.
 14. Developer to provide evidence of financing.

STAFF RECOMMENDATION:

The terms of this agreement are recommended by the economic development committee.

ATTACHMENTS:

Offer to purchase

RECOMMENDED MOTION:

Motion to approve land sale and terms of developer's agreement with Retzlaff Milk Transport, LLC

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** August 23, 2023 **[DATE] IS** ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM)~~ ~~(AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Retzlaff Milk Transport LLC, a Wisconsin limited liability company,
4 offers to purchase the Property known as Lot Two (2) of CSM 7168, being part of Lot 10, Heritage Ridge, being also identified as Dodge
5 County tax parcel number 292-1315-0933-005, and as depicted on the map attached and incorporated as Addendum A to this Offer

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 Hundred Forty-Four Thousand Nine Hundred and Sixty and 00/100
10 Dollars (\$ 144,960.00).

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.

13
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 September 30, 2023.

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 October 31, 2023, or within ten (10) days after final approval of this offer by the Waupun
37 Common Council, whichever shall first occur

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 other

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 _____, 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 _____

99 _____
 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 30 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: construction and use of a commercial building for use for
252 operations involving a general construction contractor

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: _____
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 to lot line; gas to lot line; sewer to lot line;
278 water to lot line; 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 _____ (name other contingencies, if any); and

447
448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

452 Other: _____

453

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

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

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

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and none other _____.

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 the Declaration of Covenants for the Heritage
495 Ridge Development Park, as recorded with the Dodge County Register of Deeds on May 3, 2017 as document number 1249497

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 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** _____
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652 _____
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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: Kathy Schlieve, City Administrator

671 Name of Buyer's recipient for delivery, if any: Brian Retzlaff

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

673 Seller: (920) 324-3980

Buyer: (_____) _____

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: Waupun City Hall, 201 E. Main Street, Waupun, WI 53963

680 Address for Buyer: N7851 County Road F, Berlin, WI 54923-9471

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

682 Email Address for Seller: Kathy@cityofwaupun.org

683 Email Address for Buyer: _____

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 and B is/are made part of this Offer.

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

688 _____

689 (x) _____
690 Buyer's Signature ▲ Print Name Here ► Retzlaff Milk Transport LLC, a Wisconsin limited liability company 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) _____
698 Seller's Signature ▲ Print Name Here ► City of Waupun, a Wisconsin municipal corporation 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 ▲

**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 Retzlaff Milk Transport LLC, a Wisconsin limited liability company ("the Buyer") is subject to the following additional terms:

1. "As Is" Purchase; Condition Report Waiver. The Buyer acknowledges having been given a reasonable opportunity to inspect and investigate the real estate, 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 this written offer with respect to the condition of the real estate, including without limitation, soils, geology, lot size, acreage, radon 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. The Buyer further waives the right to receive a property condition report concerning this real estate.

2. Street Access. The Buyer understands and acknowledges that the Buyer will be accessing this real estate from the current gravel cul-de-sac dead ending Shaler Drive near the real estate. At a point to be determined by the City in its sole discretion, Shaler Drive will be extended to provide alternate access. When Shaler Drive is extended, those

accessing this real estate may experience some temporary limited restrictions to access property during construction. The City agrees to work cooperatively with the Buyer to minimize disruption to such access at that time.

3. Developer Agreement Contingency. On closing the Seller and Buyer shall enter into the terms of a legally binding Developer Agreement on terms substantially similar to those contained in the draft agreement attached and incorporated as Addendum B to this offer. If this contingency is not met, or waived by the Seller, then this transaction shall be void.

4. Wisconsin Public Records Law. The Buyer understands that this Offer and other materials submitted to the City may constitute public records subject to disclosure under the Wisconsin Public Records Law, as codified in Wis. Stat. §§ 19.31, et seq., and any successor statutes, regulations and common law rulings.

5. Sale Subject to Restrictive Covenants. The Buyer acknowledges that the real estate is subject to the Declaration of Covenants for the Heritage Ridge Development Park as recorded with the Dodge County Register of Deeds on May 3, 2017 as document number 1249497. The Buyer further acknowledges receipt of a copy of these restrictive covenants.

6. Evidence of Adequate Funding. This transaction is contingent on the Buyer, not less than ten (10) days prior to closing, providing to the Seller written documents sufficient to establish that the Buyer has the necessary financial resources and/or third-party finances sufficient to close this purchase and construct the commercial facility as described in the attached draft Developer Agreement, such evidence to be determined sufficient in the sole and absolute discretion of the Seller. If the Buyers are unable to

provide such evidence to the satisfaction of the Seller, then the Seller may declare this offer void.

7. Contingent on Common Council Approval. This transaction is contingent on the approval of these terms by the Waupun Common Council within thirty (30) 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 and all earnest money shall be refunded to the Buyer.

8. 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.

9. 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.

ADDENDUM "B" TO VACANT LAND OFFER TO PURCHASE

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 Retzlaff Milk Transport LLC, a Wisconsin limited liability company (“the Developer”). The City and the Developer may be individually referred to as a “Party” and collectively identified here as “the Parties” to this Agreement.

The City has established Tax Incremental District No. 7 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 1 to this agreement (“the Real Estate”), which is incorporated here by reference.

The City has on this date conveyed the Real Estate to the Developer, 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 the Developer 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. The Developer agrees to construct on the Real Estate a minimum 2-bay automated truck wash facility, and any related structures, for use in the business of truck and other vehicle automated washing, as depicted on the preliminary site plan which is attached and incorporated as Exhibit 2 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, conforming to plans approved by the Waupun Plan Commission, and subject to all restrictions identified in this Agreement, including without limitation, the environmental restrictions identified in Section 7 below. 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. the Developer shall not commence construction or place any structure, improvement or landscaping on the Real Estate until design plans have been approved in writing by the City for each Project Development Phase as defined in Section 3 below. All design plans shall be prepared in sufficient detail to establish compliance with all applicable State, County and municipal legal and code requirements, and also with the terms of this Agreement as determined in the sole discretion of the City. Once approved, the Developer 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. the Developer shall comply with the following construction and occupancy timelines:

3.1. Project Development. the Developer shall commence construction of the Project Development no later than April 1, 2024, and shall thereafter proceed diligently and expeditiously to complete Project Development and obtain an occupancy permit no later than July 1, 2025.

3.2. City Option to Repurchase. Notwithstanding any other provision contained in this Agreement, if the Developer fails to commence or substantially complete construction of the Project Development and obtain an occupancy permit no later than January 1, 2026, then the City shall thereafter have the option to immediately repurchase the Real Estate at a cash price at fifty percent (50%) of the purchase price paid to the City by the Developer (\$144,960.00), which repurchase shall be free from any lien or other encumbrance on the Real Estate. If the City exercises this option, then on concluding such repurchase from the Developer the terms of this Agreement shall be void, and the City and the Developer 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. If the City defers in its exercise of this option to repurchase, then for each year that occupancy is not obtained by January 1st, the repurchase price by the City shall be reduced by twenty-five percent (25%), provided that in no case shall the repurchase price be less than one dollar (\$1.00).

3.3. Termination. The Developer will be considered in default of this Agreement if any of the following occur:

3.3.1.1. The Developer fails to construct or fails to substantially complete any phase of the project consistent with Section 3.1 above or commits any act of default as specified in Section 18 below; or

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

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

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

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

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

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

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

5.2. Guaranteed Tax Value. Commencing with the year in which the Project Development is completed, but no later than the tax assessment year 2025 (due in calendar year 2026), and continuing each year thereafter, the Guaranteed Tax Value for the Property shall be Eight Hundred and Fifty Thousand Dollars (\$850,000.00) for the Property.

5.3. Payment of Real Estate Taxes and PILOT. the Developer 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 the Developer 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 2028 is \$650,000.00, and the Guaranteed Tax Value for that year is \$850,000.00, then in addition to paying all real estate taxes for that year, the Developer shall also make a PILOT payment to

the City that is equal to \$200,000.00 multiplied by the applicable mill rate for that year. The PILOT shall be calculated and paid to the City no later than January 31 following the tax assessment period ending December 31 of the previous year. Payment of the PILOT, when applicable, shall be made to the City in addition to full payment of real estate taxes due that year.

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

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

the Developer's rights to appeal an assessment in excess of total assessed valuation, although such appeal shall have no effect on the determination of the Guaranteed Tax Value under this Agreement.

6. Storm Water Management. Prior to commencing any Phase of the Project Development, the Developer 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. the Developer shall, at all times during construction and operation of the Project Development, comply with all terms and conditions specified in its stormwater plan and maintenance agreement. the Developer 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, the Developer shall, at its sole cost, fully comply and maintain compliance with respect to all applicable State and municipal statutes, laws, administrative provisions and other requirements with respect to storm water quality, storm water management, and weed and erosion control.

7. Environmental Restrictions on Truck Wash Operation. The Developer agrees that all times while it is operating a truck, vehicle, or equipment wash facility on the Real Estate, it shall completely refrain from and take all necessary action to prohibit the washing of vehicles, trailers or other equipment which are primarily used for the transport of cattle or other animals, or which contain manure, pollutants or other environmentally hazardous materials in concentrations that cause, or have the reasonable potential to cause, or contribute to an excursion above any applicable water quality standards under

Chapter NR of the Wisconsin Administrative Code, or which may significantly affect the quality of water discharge from the Real Estate, as determined in the sole discretion of the City. 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, and these restrictions are incorporated in this Agreement in furtherance of this purpose.

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

9. Parking and Landscaping. All parking areas, driveways and exterior storage areas shall be paved with hot-mixed asphalt or Portland cement concrete (or an equivalent other brand cement), unless the Developer utilizes permeable pavement to improve stormwater control, subject to prior City approval. All walkways shall be constructed of Portland cement concrete, unless the Developer utilizes permeable

pavement to improve stormwater control, subject to prior City approval. All open space on the Real Estate shall be attractively landscaped with lawns, trees, shrubs or similar plantings, including proper contouring and landscaping for storm water detention or retention ponds and rain gardens as approved by the City as part of its site plan approval. the Developer shall be solely responsible for all costs and expenses incurred in this respect.

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

11. Assignment Restricted. This Agreement shall not be assigned by the Developer without the express written consent of the City, which shall not be unreasonably withheld. Any attempt to assign the Agreement in violation of this Section shall be void and shall constitute an act of default of this Agreement. If the City does agree to an assignment of the Real Estate, then any permitted transferee

shall agree to be fully bound by the terms of this Agreement. the Developer acknowledges that the terms of this Agreement represent a primary and material inducement for the City to convey the Real Estate to the Developer. 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 the Developer in the Real Estate to any third Party.

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

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

14. Insurance and Assumption of Risk.

14.1. Required Insurance. the Developer, its contractors, lessees, successors and assigns, shall, at all times during its ownership of the Real Estate, purchase or cause to be purchased and continuously maintained in effect,

insurance against such risks, both generally and specifically, with respect the Project Development, as are customarily insured against in project developments of like size and character including, but not limited to: casualty insurance, comprehensive general liability insurance, physical damage insurance, builders' risk insurance, worker compensation, and coverage for vehicle operation, and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the Developer. 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, the Developer 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 the Developer and the City.

14.2. 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.

14.3. Assumption of Risk. Notwithstanding any insurance requirement specified in this Agreement, the Developer 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.

15. General Indemnity. Subject to an limitations specified in Sections 15.1 and 15.2 below, 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, except that it shall be specifically limited as follows:

15.1. Governmental Immunity. Being a political subdivision of the State of Wisconsin, the City is governed by and subject to the governmental immunity laws of the state of Wisconsin, including without limitation those contained within Sections 893.80, 895.52 and 345.05 of the Wisconsin Statutes (collectively, the “Immunity Act”). Nothing in this Agreement shall be interpreted or construed to limit, modify or qualify any immunity or protection provided to the City by the Immunity Act. The provisions of this provision shall prevail over any conflicting or inconsistent provision set forth elsewhere in this Agreement.

15.2. 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.

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

17. Term and Termination of Agreement.

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

17.2. 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.

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

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

18.2. 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.

18.3. Emergency Action. As used in this Agreement, an “emergency” means a situation that arises where the City deems the Developer 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 the Developer, and the Developer 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 the Developer via telephone,

facsimile or electronic mail to the Developer'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 the Developer 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.

18.4. Mediation of Disputes. Except in the case of an emergency as specified in this Agreement, any unsettled claims, counterclaims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement shall be submitted to mediation by a mediator mutually selected by the Parties before the Parties proceed with remedial action as specified in this Agreement. Nevertheless, nothing here shall prohibit the Parties from proceeding with mediation during any period in which a Party has a right to cure as specified above. The City and the Developer each agree to participate in the mediation process in good faith. The mediation process shall be conducted on a confidential basis and shall be completed within sixty (60) days, unless both Parties agree to an extension. If such mediation is unsuccessful in resolving the dispute, then the Parties may mutually agree to a further dispute resolution process, or either Party

may seek to pursue remedial action as authorized in this Agreement, or as otherwise permitted by statute or common law provision.

18.5. Remedial Action Available to the City. If the Developer 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 the Developer, as deemed adequate by the City in its sole and absolute discretion, that the Developer 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 the Developer 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 the Developer shall pay to the City interest on the monetary amount outstanding at the rate of twelve percent (12%) per annum from the due date to the date of payment, and such amount shall immediately thereafter be added and collected as a special assessment to the Real Estate as specified below; or (d) the City may enforce the provisions of this Agreement and may enforce and protect the rights of the City by a suit or suits in equity or at law for the specific performance of any term or provision of this Agreement, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation, injunctive relief, and for recovery of monetary

damages and all monies due or to become due from the Developer under any provision of this Agreement.

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

18.7. 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.

18.8. Performance Security. If the City at any time in good faith shall deem itself insecure as a result of a default by the Developer as specified above, then the City may require the Developer, as a term of any right to cure, to provide to the City a formal irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in a commercially reasonable amount to assure the faithful performance of the Developer's obligations under this Agreement for a term

sufficient to secure full performance of those obligations. The Letter of Credit shall be approved as to form by the City Attorney. The Parties may, by mutual written agreement, consent to a performance bond or other form of security in lieu of an irrevocable letter of credit. Failure to comply with this provision shall constitute a material breach by the Developer of the terms of this Agreement.

18.9. 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.

18.10. 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.

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

19.1. Business Entity. the Developer 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.

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

19.3. Pending or Threatened Litigation. There are no lawsuits filed or pending, or to the knowledge of the Developer, threatened against the Developer

that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

19.4. Sufficient Funds for Project Development. As of the date of this Agreement, the Developer has sufficient available funds and resources to enable the Developer to complete and fully perform all of its obligations under this Agreement. On the request of the City, the Developer shall make available for inspection evidence of its financial resources on which it bases this warranty and representation. the Developer 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.

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

20.1. Wisconsin Public Records Law. the Developer acknowledges that this Agreement and other materials submitted to the City may constitute public records subject to disclosure under the Wisconsin Public Records Law, as codified in Wis. Stat. §§ 19.31, et seq., and any successor statutes, regulations and common law rulings. The City agrees to adopt and use reasonable safeguards to maintain the confidentiality of any financial or confidential information of the Developer to the maximum extent permitted under applicable law, to provide prompt written notice (in any event within 3 business days) to the Developer of any Wisconsin public records or similar request seeking information related to the financial resources of the Developer, and to consult with the Developer 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.

20.2. Time of the Essence. The City and the Developer 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.

20.3. Force Majeure. Neither the Developer 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 the Developer, its suppliers to the extent they are delayed in performance due to an event of Force Majeure), as long as it is out of the ordinary, not foreseeable as of the date of this Agreement and is otherwise unavoidable. Such events shall include, but are not limited to, an act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act or priority) of any governmental authority; act of terrorism; civil disturbance, rebellion, insurrection, riot or sabotage; fire caused by a third-Party, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; governmental embargo, epidemic or quarantine; fuel or energy shortage; 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.

20.4. Compliance with Codes, Statutes and Restrictive Covenants. The Parties acknowledge that full compliance by the Developer with the Declaration of Covenants for the Heritage Ridge Development Park, and all applicable codes, statutes and administrative code provisions, is a material inducement for the City to enter into this Agreement. The Developer shall fully comply with all such Restrictive Covenants and 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, the Developer 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.

20.5. No Waiver of Municipal Approval. the Developer 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.

20.6. Abrogation and Greater Restriction. The terms of this Agreement are intended to supplement, not modify or replace any applicable federal, State, County or municipal code standard or requirement for real estate development, including without limitation the application of all State, County and municipal zoning, building or property use code provisions. the Developer 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.

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

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

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

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

20.11. Relationship of Parties. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the City and the Developer, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. The City and the Developer 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.

20.12. Interpretation. Each Party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The terms of this Agreement shall be liberally construed to promote the public purposes, plans and objectives identified in the District Plan, to protect the environment and the health and safety of Waupun

community residents, to maintain a community that is free from objectionable environmental emissions.

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

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

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

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

ATTN: City Administrator
City of Waupun
201 E. Main St.
Waupun, WI 53963

ATTN: Brian Retzlaff
Retzlaff Milk Transport LLC
N7851 County Road F
Berlin, WI 54923-9471

20.16. Calculation of Time. In computing any period of time in this Agreement, reference to “day” or “days” shall mean calendar days, except that if the due day falls on a Saturday, Sunday or legal holiday then the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. The day any notice is issued shall not be included in calculating the number of days required for performance.

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

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

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

20.20. Execution in Counterparts. This Agreement may be executed in two or more counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties agree that signatures

transmitted by facsimile or electronic mail shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and they waive any defenses to the enforcement of the terms of this Agreement based on these forms of signature.

[Signature Pages and Exhibits Follow]

Dated this ____ day of _____, 2023.

Retzlaff Milk Transport LLC

By: _____
Brian Retzlaff
Authorized Member

ACKNOWLEDGMENT

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

Personally appeared before me this day and year above written, Brian Retzlaff, as authorized Member of Retzlaff Milk Transport LLC, a Wisconsin limited liability company, to me know to be the person who executed this Agreement and acknowledged the same.

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

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

LIST OF EXHIBITS

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

EXHIBIT 1

REAL ESTATE DESCRIPTION

Lot Two (2) of Certified Survey Map no. 7168, as recorded with the Dodge County Register of Deeds in Volume 49 on Page 200, being a part of Lot 10, Heritage Ridge, being part of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 13 North of Range 15 East, City of Waupun, Dodge County, Wisconsin.

Tax Parcel Number: 292-1315-0933-005



AGENDA SUMMARY SHEET

MEETING DATE: 9/26/2023

TITLE: 2024 City of Waupun Final Budget Presentation
(Discussion Only)

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, City Administrator
Casey Langenfeld, Finance Director

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	2024 Budget	

ISSUE SUMMARY

Staff will present the completed draft of the proposed 2024 budget. As outlined, the proposed budget is balanced and operates within levy limits set forth by the State of WI. The information provided is consistent with information presented at previous budget workshops and staff will answer final questions before moving to publication for the public hearing on November 14, 2023.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2024 Final Budget Presentation

<u>RECOMMENDED MOTION:</u>

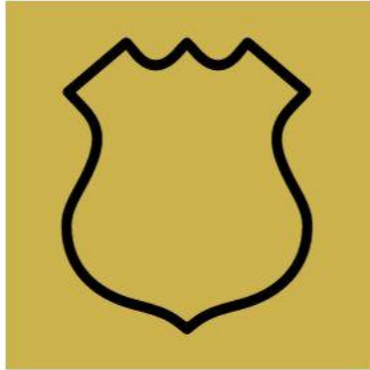
Discussion only



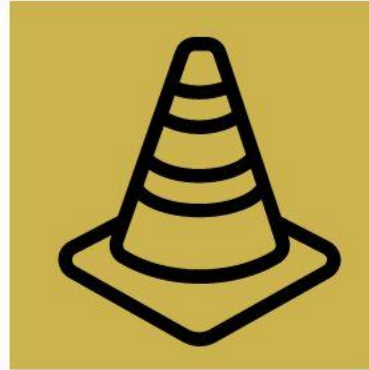
2024 FINAL BUDGET

September 26, 2023

The 2024 Budget Accomplishes Many City Needs



PUBLIC SAFETY



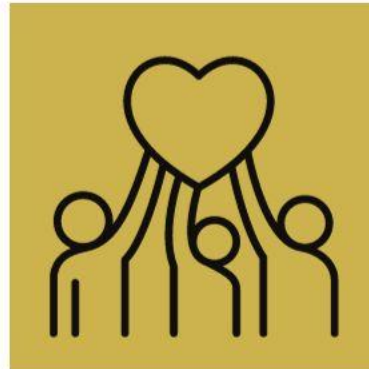
INFRASTRUCTURE



SUSTAINABILITY



**HIGH PERFORMANCE
GOVERNMENT**



RECREATION

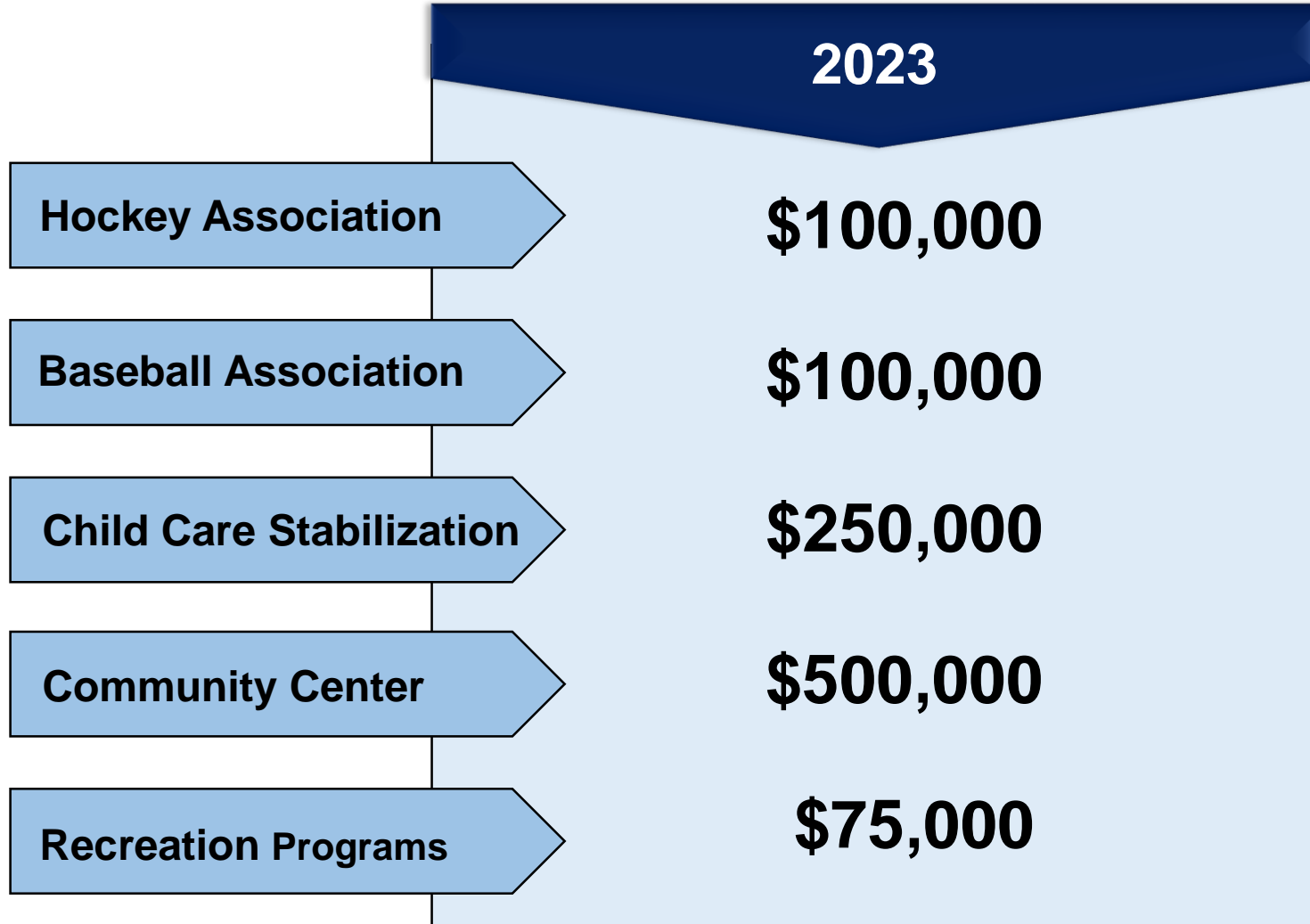


**SECURE OPERATING
SYSTEM**

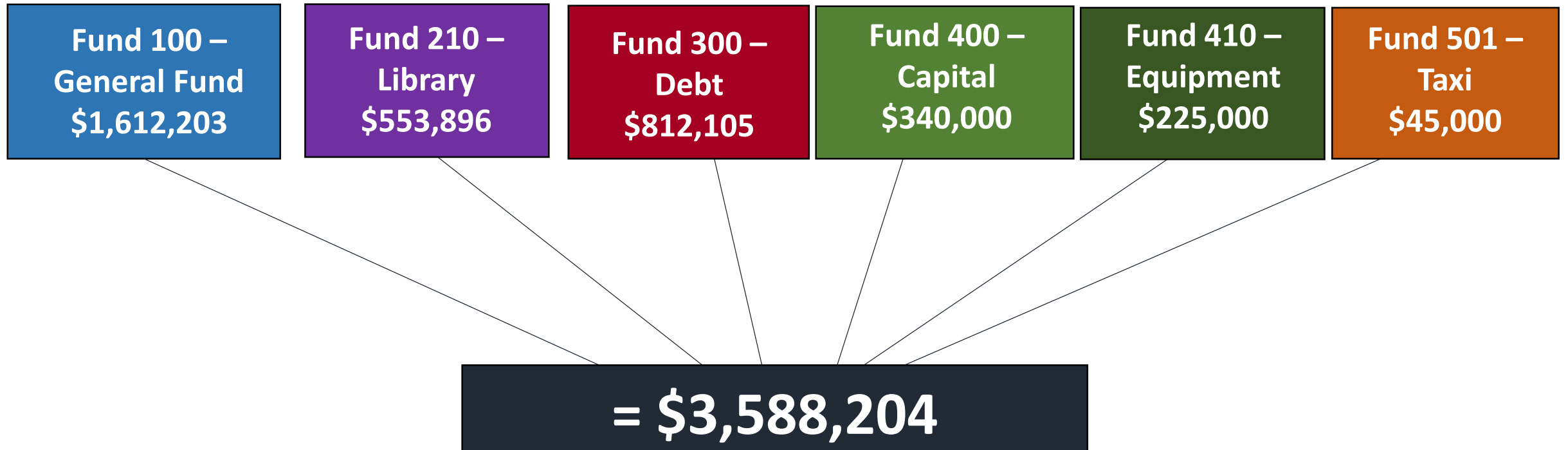
2024 Budget Summary

All Government and Proprietary Funds Combined	Fund Balance 1/1/2024	Total Revenues	Total Expenditures	Fund Balance 12/31/2024
General Fund (100)	\$ 6,964,147	\$ 6,709,285	\$ 6,899,986	\$ 6,773,446
Trust Funds (200)	33,195	12	-	33,207
Library (210)	465,188	776,221	768,550	472,859
Grants and Donations (220)	(7,533)	6,010	6,000	(7,523)
Building Inspection (230)	14,466	84,500	76,769	22,197
Affordable Housing (250)	248,387	-	-	248,387
Debt (300)	60,432	1,819,042	1,819,042	60,432
Capital Improvements (400)	1,769,590	3,168,921	3,128,800	1,809,711
Business Park (404)	1,557,108	10,453	10,000	1,557,561
Equipment Replacement (410)	256,633	239,000	263,741	231,892
Recycling (420)	106,651	162,877	154,602	114,926
Solid Waste (425)	47,472	428,259	432,045	43,686
Tourism (430)	31,680	70,000	70,000	31,680
Taxi (501)	(2,409)	115,000	212,918	(100,327)
Home/HCRI Housing (507)	154,113	10	-	154,123
CDBG Housing (509)	1,196,256	20	73,000	1,123,276
Stormwater (700)	669,356	592,500	540,628	721,228
TID 3 (405)	79,889	244,061	206,132	117,818
TID 5 (401)	(1,719,661)	435,020	379,200	(1,663,841)
TID 6 (408)	(380,378)	111,724	72,780	(341,434)
TID 7 (407)	(336,112)	54,237	156,088	(437,963)
TID 8 (418)	32,167	178,277	125,302	85,142
TID 9 (418)	(1,017,484)	24,440	130,950	(1,123,994)
TOTALS	\$ 10,223,153	\$ 15,229,869	\$ 15,526,533	\$ 9,926,489

Assigned Fund Balance



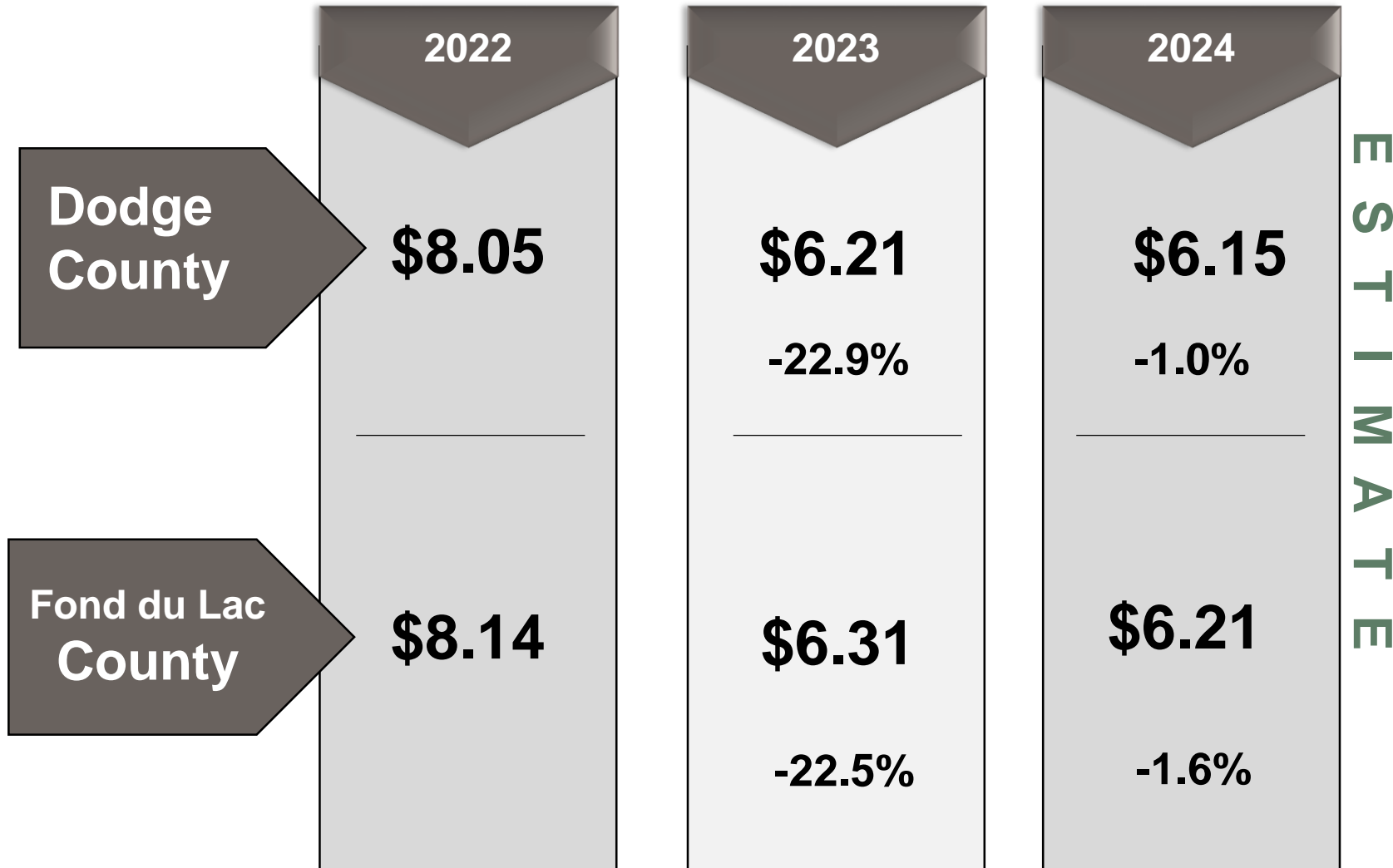
2024 Levy Distribution



Levy Distribution 2023 Compared to 2024

	2023	2024	Increase (Decrease)	Percent Change
General Fund	\$1,686,658	\$1,612,203	(\$74,455)	-4.41%
Debt Fund	\$788,080	\$812,105	\$24,025	3.05%
Library Fund	\$516,792	\$553,896	\$37,104	7.18%
Capital Fund	\$340,000	\$340,000	\$0	0%
Equipment Fund	\$225,000	\$225,000	\$0	0%
Taxi Fund	\$45,000	\$45,000	\$0	0%

2024 Assessed Tax Rate per \$1,000



BUDGET HIGHLIGHTS

2024 General Fund Revenue

INCREASES

- Shared Revenue \$621,745
- Recycling Grant \$45,000
- Ambulance \$25,775

DECREASES

- MSP (\$32,000)
- Utility PILOT (\$52,271)
- Tax Levy (\$74,455)

BUDGET HIGHLIGHTS

2024 General Fund Expenses

INCREASES

- **Wages & Benefits** \$200,000
- **Utilities** \$18,000
- **IT Services** \$44,000
- **Community Center** \$23,660

BUDGET HIGHLIGHTS

2024 Capital Improvements

General Government	City Hall Roof Replacement	\$86,300
Recreation	Museum Tuck Point	\$73,000
	Community Center	\$200,000
	Aquatic Center improvements	\$13,500
Public Works/Streets	Raze and Remove Shed/Barn	\$25,000
	Rounsville St. Pond Engineering	\$4,000
	Downtown Plaza – East Side	\$50,000
	Street Engineering	\$6,000
	Mill and Overlay Streets	\$250,000

2024 Fund Balance Applied = \$0

BUDGET HIGHLIGHTS

2024 Equipment Replacement

General Government	Computer/Software	\$14,000
Police	Equipment	\$131,624
Fire	Computer/Gear	\$11,500
Public Works	Equipment	\$101,617
Recreation	Aquatic Center Equipment	\$5,000
Taxi	Vehicle	\$50,000

2024 Fund Balance Applied = \$24,741

LOOKING BEYOND 2024



SUSTAINABILITY

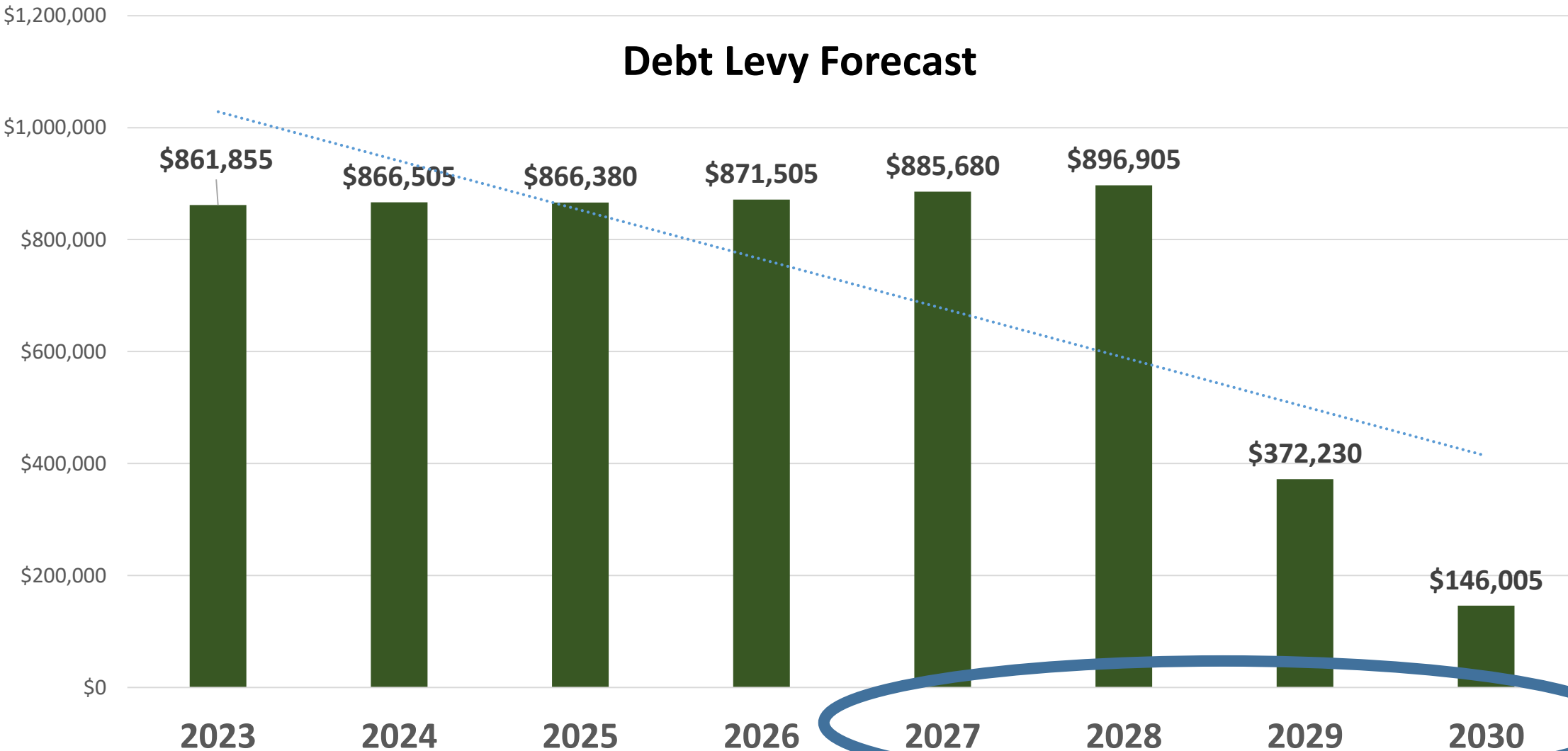
2025 Estimated Supplemental Aid Increase

\$14,438

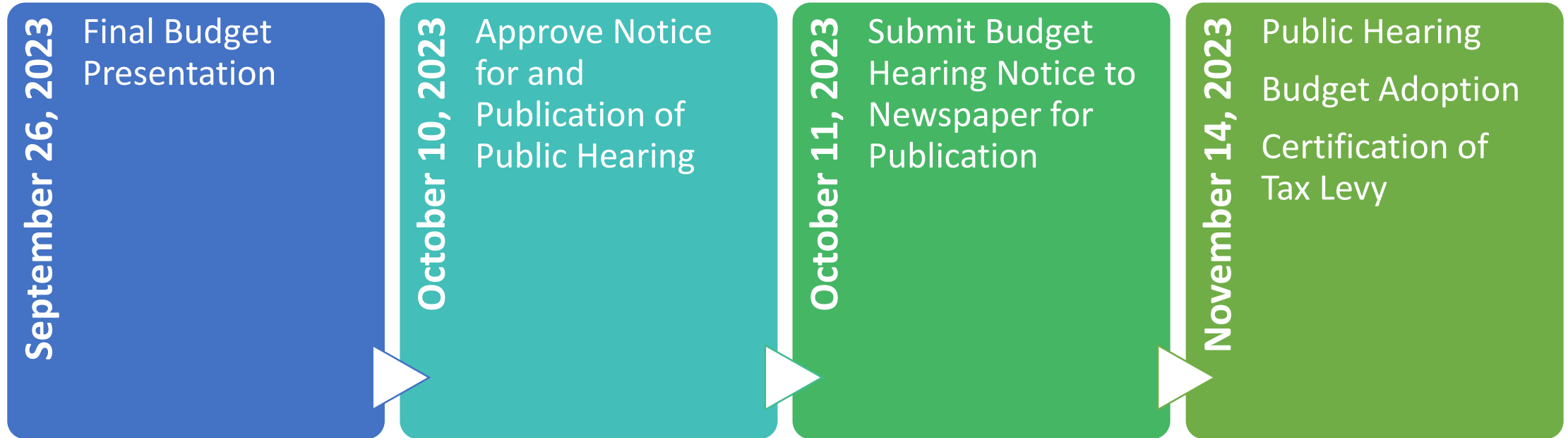
Average Annual Increase in the General Fund (3%)

\$170,000

STRATEGIC DECISIONS MADE NOW CAN HELP ADDRESS THE LONG-TERM NEEDS OF THE CITY



Next Steps





CITY OF WAUPUN
ALDERMAN WILLIAM T.W. LANGFORD
201 E. Main Street, Waupun WI

September 12, 2023

Mayor Rohn Bishop,

I have been happily serving the Citizens of Aldermanic District 3, Dodge County, in the City of Waupun since April 20, 2021.

Please be informed, I will be permanently moving to another District and County effective October 5, 2023.

I hereby vacate my seat on the Waupun Common Council effective September 30, 2023.

A handwritten signature in blue ink, appearing to read "William T. W. Langford". The signature is written in a cursive style and is positioned above a horizontal line.

Alderman William T. W. Langford
