



A G E N D A
CITY OF WAUPUN COMMON COUNCIL
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, May 13, 2025 at 6:00 PM

VIRTUAL AND TELECONFERENCE ACCESS AVAILABLE

Virtually: <https://us02web.zoom.us/j/81976994115?pwd=T0hORVFNTDFjMXV4ZGliV3A5eDI0UT09>

Teleconference: 1 312 626 6799

Meeting ID: 819 7699 4115

Passcode: 697657

CALL TO ORDER

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION

ROLL CALL

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

No Public Participation after this point.

BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS

- [1.](#) 2025-03-04 IFC Waupun Ice Rink Ammonia Ventilation Re-bid
- [2.](#) Generator Equipment for the Waupun Community Center
- [3.](#) Offer to Purchase 18A N Madison Street as a TID 3 Expenditure in the amount of \$67,500
- [4.](#) Offer to Purchase Portion of Parcel 292-1315-0544-004, and Town of Chester Parcels 010-1315-0433-003 and 010-1315-0911-00, Dodge County from Phoenix Investors

CONSIDERATION - ACTION

- [5.](#) Professional Service Agreement with Cottingham & Butler to Complete a Salary Market Update
- [6.](#) Nicole Jordi vs City of Waupun
- [7.](#) License & Permit Applications; Expenses
- [8.](#) Placement of Sculpture at Waupun Community Center and Use of Tourism Dollars to Support Sculpture Selection in 2025 and 2026 (Jeni Maly)

DISCUSSION - REVIEW

- [9.](#) Ordinance to amend Ch.6.05(3) (e) entitled Traffic Code-No Parking on Industrial Drive and S. Watertown Street
- [10.](#) Notice of Cancellation of CDBG RLF for Home Rehabilitation Program

MAYORAL CORRESPONDENCE/PRESENTATIONS

11. Peace Officer Memorial Day- May 15
12. National EMS Week- May 18-24
13. National Public Works Week - May 18-24

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: 5/13/25

TITLE: 2025-03-04 IFC Waupun Ice Rink Ammonia Ventilation Re-bid

AGENDA SECTION: BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Safe Community	\$158,050	

ISSUE SUMMARY:

The City received a bid on May 6, 2025 for the Waupun Recreational Arena Ammonia System Ventilation work. This will help ensure the safety of building users so that if there were an ammonia leak an alarm would sound and proper ventilation would begin. The bid did come in under the budgeted amount.

STAFF RECOMMENDATION:

Accept the recommendation from the Board of Public Works.

ATTACHMENTS:

Bassett Mechanical Bid

RECOMMENDED MOTION:

Motion to award the 2025-03-04 IFC Waupun Ice Rink Ammonia Ventilation bid to Bassett Mechanical for \$158,050.

CITY OF WAUPUN RE-BID TAB
AMMONIA LEAK DETECTION & VENTILATION REFRIGERATION SYSTEM

Waupun Ice Arena
510 E Spring Street, Waupun
Tuesday, May 6, 2025 9:00am

Bassett Mechanical 1215 Hyland Ave Kaukauna WI 54130	
	Total Bid
	\$ 158,050.00

	Total Bid

	Total Bid

BID FORM

BID TO

City of Waupun
Department of Public Works
201 E. Main St.
Waupun, WI 53963

BID BY

Bidder Bassett Mechanical _____

Address 1215 Hyland Ave _____

City Kaukauna _____ State WI _____ Zip 54130 _____

Mailing Address (if different from above)

City _____ State _____ Zip _____

Telephone () _____ Fax () _____ email _____

State the correct and full name of business, and provide the above information completely.

BID FOR

2025-03-04 IFC-Waupun Ice Rink Ammonia Ventilation

The Bidder acknowledges that he has reviewed and fully understands the Bid Documents.

The Bidder acknowledges receipt of the following Addenda, ☐ #1, ☐ #2, ☐ #3, ☐ #4, ☐ #5, and has incorporated the Addenda into the Bid Documents.

The Bidder agrees to perform the Work of this Contract in accordance with the Bid Documents, and to accept full compensation therefore in the amount of this Bid.

The Bidder agrees that this Bid may not be modified or withdrawn for a period of 45 calendar days after the date designated for receipt of Bids.

The Bidder agrees to, if notified of the acceptance of this Bid by the Owner, enter into a Contract with the Owner on the Terms stated in the Bid and the Contract Documents.

The Bidder agrees to commence and complete the Work in accordance with the Project Schedule, after execution of the Contract or receipt of written notice.

BASE BID FOR WAUPUN ICE RINK AMMONIA VENTILATION

TOTAL COST: ONE HUNDRED FIFTY-EIGHT THOUSAND FIFTY DOLLARS AND ZERO CENTS
(Dollars (\$158,050.00))

GENERAL REQUIREMENTS

The Bidder agrees that if notified of the acceptance of this Bid, he will submit the following information to the Owner:

1. A Certificate of Insurance depicting the coverage and condition required by the Contract.
2. A list of all subcontractors, if applicable, with a description of the Work to be performed on the Project by all subcontractors.

The Owner reserves the right to reject any or all Bids without explanation, to waive irregularities, and to accept a Bid, which in the Owner's sole judgment, is in the Owners best interests.

Respectfully submitted,

Bidder Spencer Adler _____

Signature



_____ Printed Name Spencer Adler _____

Title Business Development _____

Date 5/6/25 _____

END OF DOCUMENT



AGENDA SUMMARY SHEET

MEETING DATE: 5/13/25

TITLE: Generator Equipment for the Waupun Community Center

AGENDA SECTION: BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	\$44,025 Sponsorship funds	

ISSUE SUMMARY:

The new Community Center has been setup with the capability to generate a portion of the building. The building can then be used as Command Center during a disaster or storm related event and an evacuation Center. This generator could also be used on the storm sewer lift station.

We have had conversations with the Waupun Utilities, and they have been more than willing to let us use a generator. However, if there were a large outage in the city, the possibility is real that a generator would not be available.

Purchasing this unit also gives us the ability to add a transfer switch at our garage location if power is lost. This has happened in the past and been a real challenge getting equipment out for storm clean-up.

STAFF RECOMMENDATION:

Accept the recommendation from the Board of Public Works

ATTACHMENTS:

Generac Sourcewell information

Wolter MMG45 Generator proposal with Sourcewell pricing

Wolter MMG45 Generator proposal without Sourcewell pricing

RECOMMENDED MOTION:

Motion to authorize the purchase of a Generac Mobile diesel generator from Wolter Inc. in the amount of \$44,025.



PROPOSAL FOR:
City of Waupun

Prepared By:
Jake Pannemann



HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045



CUSTOMER: City of Waupun

Proposal Date	Proposal #	Prepared By	Terms
5/1/2025	20989675	Jake Pannemann	Net 30 – Pending Approval

We would like to thank you for the opportunity to quote on your Generator Equipment requirements.
We are pleased to offer the following:

DESCRIPTION OF EQUIPMENT AND MATERIALS

Quantity 1 - Generac Mobile diesel engine-driven generator set MMG45IF4, consisting of the following features and accessories:

- 45kVA (36kW) Rating
- Prime Duty Power rating
- 3-Position Voltage Changeover Switch
 - 480V Three Phase
 - 208V Three Phase
 - 240V Single Phase
- Isuzu 4LE2XAGV01 Engine
 - Turbocharged/Aftercooled
 - EPA Final Tier 4 Approved
- Digital Controls w/DVR & PMG
- Single Axle Trailer
- Aluminum Storage Box
- Surge Brakes
- 2-5/16IN Ball Bulldog Adj
- Fuel Tank - Single Wall, 106 Gallon
- 720 CCA Wet Cell Battery
- 10 Amp Battery Charger
- Control Panel Light
- Interior Cabinet Light
- Cam Lock Cover
- CSA
- Fluid Containment
- Block Heater
- CCV Heater
- Fuel Filter Heater
- Standard Engine Cooling Fan
- Battery Disconnect
- Engine Coolant, 60% Ethylene Glycol/40% Water
- MMG45IF4

Quantity 1 – MCTW45BK-25-M-F; 4 Wire, 5 Conductor Cable, 25 Feet Long

Quantity 1 – MCTW45BK-25-M-B; 4 Wire, 5 Conductor Cable, 25 Feet Long

Quantity 1 – APJ10487 Crouse Hinds Plug

Quantity 1 – Leviton Female Connector Plug



Material
Handling



Automation
& Robotics



Cranes
& Hoists



Engineered
Systems



Standby Power
& Generators



Workplace
Storage



Industrial
Storage & Handling



Railcar
Movers



Site Services

- Freight to site (Offloading by others)

.. TOTAL EQUIPMENT AND ACCESSORIES ..

Project Description	Total Net Price
MMG45 Mobile Generator, Cables, and Plugs	\$44,025.00

Prices Valid Until:5/31/25

Clarifications – Additional Notes:

1. Unless specifically listed in our Bill of Materials, equipment not indicated is assumed to be supplied by others.
2. Electrical & Mechanical Installation provided by others.
3. Gas Regulator provided by others. Examples of suitable brands for engine generator service: Sensus5, Emerson Fisher, Itron
4. Diesel Fuel provided by others.
5. Basic Startup & Testing performed during normal business hours (M-F / 7:00am-4:30pm)
6. No Seismic, Local IBC building codes or Unique Local Emissions regulations are included within the pricing.
7. All pricing is Subject to change / base on any scope or BOM changes.
8. Generators subject to storage fees if not accepting delivery within 90 days of completion. \$100/month on mobile units. \$200/month on units <250kW. \$400/month on units >= 250kW.

****Tariff Notice: The prices provided in this quote do not include any tariffs, duties or other government-imposed fees. If such costs apply, they will be billed in addition to the pricing shown and are not included in the quoted amount.****

Generac Sourcewell #092222-GNR



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& Generators



Workplace
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Industrial
Storage & Handling



Railcar
Movers



Buyer hereby grants to Seller a security interest in all equipment and materials listed herein to secure payment in full of the purchase price of all such equipment and materials, and performance of all other obligations by Buyer under this agreement; Buyer authorizes the Seller to file a UCC financing statement with respect to this security interest. All prices subject to sales tax (if applicable).

This Proposal is subject to Wolter, Inc's Standard Terms and Conditions, which are incorporated herein by reference. Buyer expressly agrees to such Standard Terms and Conditions and any inconsistent or additional terms submitted by Buyer are rejected. See: <https://www.woltergroupllc.com/terms-conditions/>

APPROVED AND ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

DATE: _____

AUTHORIZED SIGNATURE: X _____

ACCEPTED BY SELLER:

QUOTATION SUBMITTED BY: Jake Pannemann
(Salesperson)

SIGNATURE: X _____

TITLE: _____

(This Quotation shall become a contract only upon signature by the Sales Manager of Seller at its business offices.)

If you have any questions, please contact us:

Sales Rep: **Jake Pannemann**
Cell Phone: **262-693-5928**
Email Address: **Jake.Pannemann@wolterinc.com**

Company: **Wolter, Inc.**
Address: **3125 Intertech Dr**
City/State/Zip: **Brookfield, WI 53045**

Customer Name: **City of Waupun**
Quote Number: **20989675**
Quote Date: **5/1/2025**



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City of Waupun

Prepared By:
Jake Pannemann



HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045



CUSTOMER: City of Waupun

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 - EPA Final Tier 4 Approved
- Digital Controls w/DVR & PMG
- Single Axle Trailer
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- Fuel Tank - Single Wall, 106 Gallon
- 720 CCA Wet Cell Battery
- 10 Amp Battery Charger
- Control Panel Light
- Interior Cabinet Light
- Cam Lock Cover
- CSA
- Fluid Containment
- Block Heater
- CCV Heater
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- Standard Engine Cooling Fan
- Battery Disconnect
- Engine Coolant, 60% Ethylene Glycol/40% Water
- MMG45IF4

Quantity 1 – MCTW45BK-25-M-F; 4 Wire, 5 Conductor Cable, 25 Feet Long

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Site Services

- Freight to site (Offloading by others)

.. TOTAL EQUIPMENT AND ACCESSORIES ..

Project Description	Total Net Price
MMG45 Mobile Generator, Cables, and Plugs	\$49,350.00

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APPROVED AND ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

DATE: _____

AUTHORIZED SIGNATURE: X _____

ACCEPTED BY SELLER:

QUOTATION SUBMITTED BY: Jake Pannemann
(Salesperson)

SIGNATURE: X _____

TITLE: _____

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Material Handling



Automation & Robotics



Cranes & Hoists



Engineered Systems



Standby Power & Generators



Workplace Storage



Industrial Storage & Handling



Railcar Movers



Government Energy Solutions

POWERING THE MILITARY AND PUBLIC SECTOR

GENERAC®
INDUSTRIAL
ENERGY

Resilient Energy for Every Level of Government

We're Your Total Energy Solutions Partner

From federal agencies to municipal governments and military installations, energy resilience is a top priority. Generac Industrial Energy's solutions are designed to meet the unique demands of government agencies, ensuring continuity in operations while addressing growing sustainability goals and compliance requirements.

As energy resilience becomes critical due to increasing threats—from natural disasters to cybersecurity risks—Generac Industrial provides the solutions necessary for reliable, uninterrupted power.

WHAT WE DO

Reliability: With over 65 years of experience, we'll ensure your agency's critical operations stay powered with our dependable backup energy solutions, guaranteeing uninterrupted performance when it's needed most.

Scalability: Our energy solutions are flexible and designed to scale across government infrastructure, supporting everything from small municipal buildings to large federal complexes.

Compliance: Generac's solutions adhere to the strict regulations required by government agencies, helping you stay compliant with essential energy mandates and standards.

Sustainability: We integrate renewable energy solutions such as natural gas and bi-fuel systems to help you reduce your carbon footprint while maintaining the resiliency and efficiency your agency requires.

Support: Our extensive nationwide service and support network ensures rapid response and repair, minimizing downtime and ensuring your government operations remain powered and reliable.

HOW WE DO IT

Customizable Energy Solutions: We tailor our energy solutions to meet the specific needs of your agency, from small-scale municipal projects to large federal facilities, ensuring seamless integration and optimal performance.

Compliance with Government Regulations: Generac collaborates closely with regulatory bodies to ensure all products not only meet but exceed government energy requirements, including EPA and federal energy standards.

Sustainability-Driven Innovation: By incorporating advanced renewable technologies and energy storage systems, we help government agencies achieve sustainability goals without compromising reliability or efficiency.

WHY WE DO IT

At Generac, we lead the world to more sustainable, efficient, and resilient energy solutions — because we understand that powering government operations means empowering communities, safeguarding critical services, and ensuring a stronger future for all.



Partner with us to energize the future of your government agency's critical infrastructure.



Product Categories

Robust energy solutions designed for large-scale government facilities



**Mobile Gaseous Units are Tri-Fuel (Natural Gas, Liquid Propane, or Wellhead Gas)*



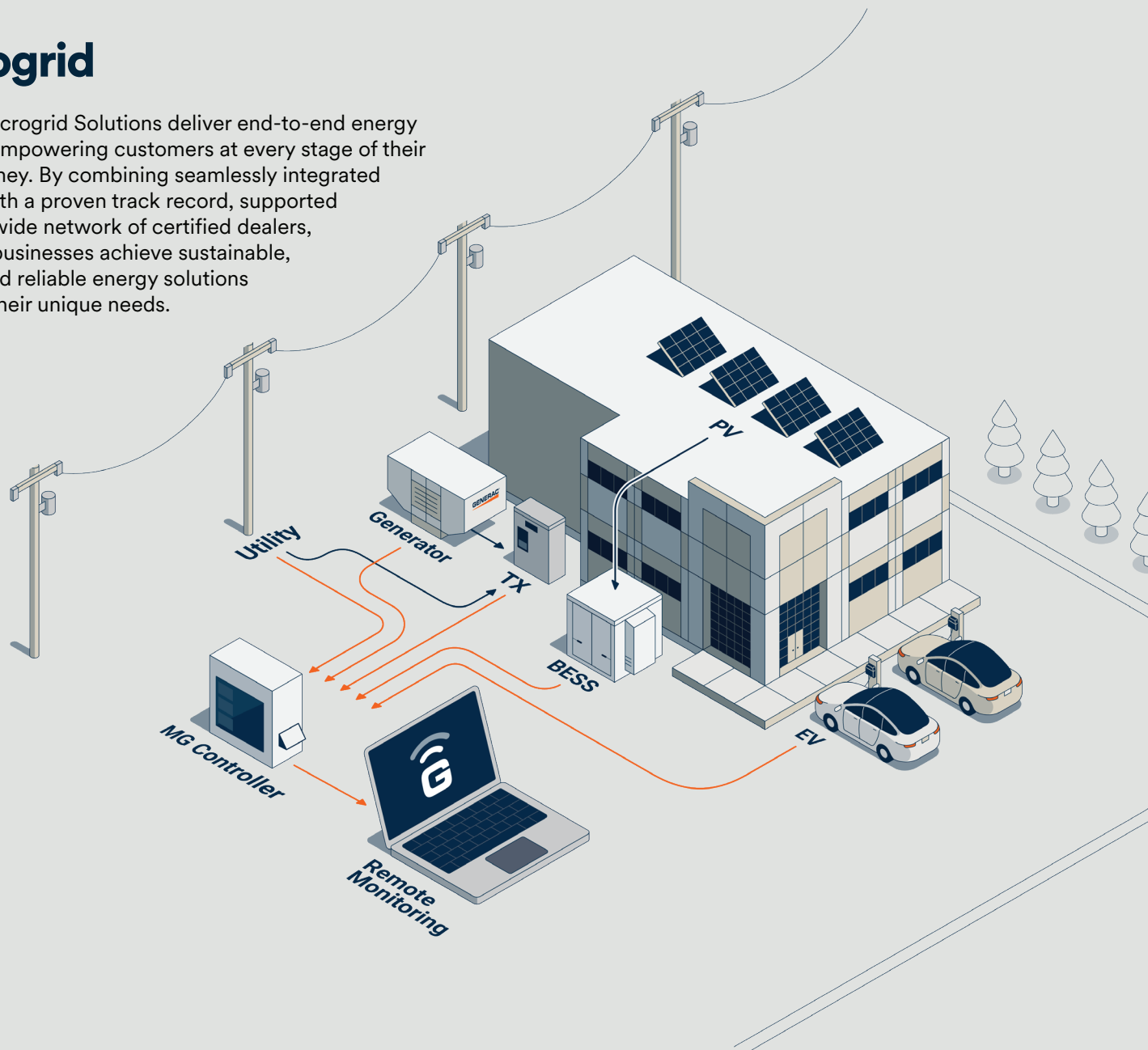
Transfer Switches & Controllers



Scan to learn more!

Microgrid

Generac Microgrid Solutions deliver end-to-end energy resilience, empowering customers at every stage of their energy journey. By combining seamlessly integrated products with a proven track record, supported by a nationwide network of certified dealers, we ensure businesses achieve sustainable, efficient, and reliable energy solutions tailored to their unique needs.



Co-Op Purchasing

Generac offers streamlined procurement through established government contracts:



CONTRACT #092222-GNR
CONTRACT #020923-GNR
CONTRACT #031121-GNR

Trusted partnership offering government entities easy access to Generac's extensive product line.



CONTRACT #00XYZA00B000C

General Services Administration-approved solutions for federal agencies.



Segments Overview

Delivering resilient, sustainable energy solutions for the most essential operations in government.



Military/Defense

Mission-critical power for defense operations.



Public Utilities

Ensuring consistent power for public services and infrastructure.



Education

Reliable energy for educational institutions, from K-12 to higher education.



Municipal

Powering city halls, emergency services, and municipal buildings.



Public Transportation

Supporting the energy needs of public transport systems.



Discover how Generac's tailored solutions can ensure the resilience and reliability of your agency's operations. Contact us today to learn more.

Case Studies

East Tennessee Military Base

Application

A large-scale military installation required critical backup power for its Operations Planning Building, which also housed a vital medical clinic. The existing generator had failed, and a replacement was urgently needed to restore operational readiness. Key constraints included the need to integrate with an existing UL2085-compliant fuel tank and fit seamlessly into the designated footprint to avoid costly and time-intensive site modifications.

Solution

Generac Industrial provided a replacement generator that fit flawlessly within the existing site parameters, aligning with the UL2085-compliant tank and eliminating the need for structural changes. Leveraging Generac's expedited lead times and robust product availability, the new solution was delivered and installed with minimal downtime, ensuring mission-critical operations were quickly restored with minimal disruption.

Application: Military/Defense

Location: East Tennessee, TN US

Products/Solutions: 1x SD 500 Diesel

System Configuration: 480V, 500kW



Slover Library / Sargeant Memorial

Application

The Slover Library in downtown Norfolk, VA, is home to the Sargeant Memorial Collection, a valuable archive of artifacts sensitive to light, heat, and humidity. Many items require precise storage conditions, including freezers with strict temperature controls and specialized LED lighting. Repeated severe weather events, such as hurricanes and ice storms, caused power disruptions that jeopardized the preservation of these artifacts.

To ensure continued protection, the Slover Library required a reliable backup power system capable of maintaining critical environmental controls while addressing challenges related to location constraints, emissions, and sound level requirements.

Solution

To meet the library's unique needs, Generac Industrial provided two natural gas generators, selected for their cleaner emissions and ability to overcome the location's logistical challenges associated with diesel fuel delivery. The solution included a 250 kW generator dedicated to preserving the Sargeant Memorial Collection's equipment and a 150 kW unit supporting the fire pump and life-safety systems. Both generators were designed with Level 2 enclosures to minimize sound levels and ensure compliance with environmental and operational requirements.

The adaptable design allowed both units to integrate seamlessly with the existing infrastructure, delivering a dependable, low-emission power solution that ensured uninterrupted operation of critical systems and environmental controls.

Application: Municipal

Location: Norfolk, VA US

Products/Solutions: 1x SG 250 Natural Gas and 1x SG 150 Natural Gas

System Configuration: 480V, 400kW



FDA Wiley

Application

The Federal Agency Food and Drug Administration (FDA) required a robust and redundant backup power solution for its research and data storage facility in suburban Washington, DC. With reliability and uptime as critical priorities, the agency needed a system capable of ensuring continuous operation while optimizing costs and scalability.

Solution

Generac Industrial provided a modular diesel generator system, featuring four 500 kW units with a fifth 500 kW module added later to expand capacity. The generators were seamlessly integrated with a custom-built single fuel tank, delivering a highly reliable and efficient solution tailored to the FDA's stringent requirements.

The modular design offered both redundancy and expandability, ensuring long-term operational resilience for the critical research facility.

Application: Municipal

Location: College Park, MD US

Products/Solutions: 5x MD 500 Diesel

System Configuration: 480V, 2500kW



Baton Rouge City/Parish DPW Pro

Application

After Hurricane Gustav in 2008 left Baton Rouge without power for up to three weeks, the city's wastewater lift stations shut down, causing backflow and severe pollution of the rivers and waterways. To address this failure and prevent future backfills, the state required a resilient, scalable backup power solution capable of supporting a citywide wastewater system with 300–400 pump stations of varying capacities.

Solution

Working with ARCCO Power Systems, a trusted Generac Industrial dealer partner, the city implemented a comprehensive backup power strategy to meet the needs of its wastewater system. The solution included a range of Generac generators, with capacities spanning from 10 kW to 2 MW, delivering a total of 63 MW of reliable backup power across all required stations. Beyond the installation, ARCCO provided ongoing maintenance, fuel refreshing, and support to ensure the system's sustained performance.

This scalable solution, powered by Generac Industrial's proven technology, now ensures uninterrupted operation of Baton Rouge's wastewater infrastructure, protecting the city from future environmental and operational risks.

Application: Water/Wastewater

Location: Baton Rouge, LA, US

Products/Solutions: 3x MD 1000 Diesel

System Configuration: 480V, 3000kW

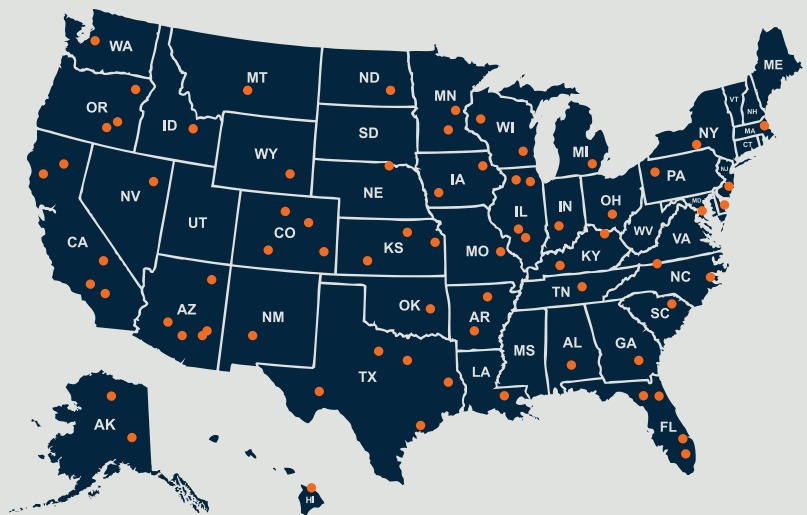


GENERAC
INDUSTRIAL
POWER

Support Network

Nationwide Support for Government Entities

Generac's Dealer Network covers the entire USA and Canada, ensuring local expertise and rapid response for all government projects. Our specialized team offers tailored assistance for government clients, from project planning to implementation and ongoing support.





Vision for the Future

As a leader in smart, sustainable energy solutions, Generac is shaping the future of government operations with resilient, innovative systems that deliver unmatched reliability and performance in a rapidly evolving energy landscape.



**Ready to Power Your Government Operations? Visit our website
learn more about how Generac can provide resilient, efficient,
and sustainable energy solutions for your needs.**

<https://www.generac.com/industrial/industry-expertise/government/>



GENERAC®
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Generac Power Systems, Inc.
S45 W29290 Hwy. 59, Waukesha, WI 53189

1-888-GENERAC (1-888-436-3722)
201910517 | REV 11/24

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Specifications are subject to change without notice.



AGENDA SUMMARY SHEET

MEETING DATE: 5/13/25

TITLE: Offer to Purchase 18A N Madison Street as a
TID 3 Expenditure in the amount of \$67,500

AGENDA SECTION: BOARD/COMMITTEE/COMMISSION
RECOMMENDATION

PRESENTER: Kathy Schlieve, City Administrator

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Economic Vitality	\$67,500	

ISSUE SUMMARY:

As part of our back alleyway project on E Main Street, the Economic Development Committee is recommending purchase and removal of 18A N Madison, which currently blocks parking and traffic flow. We have reached an agreement of \$67,500.

STAFF RECOMENDATION:

Approve as presented

ATTACHMENTS:

Offer to Purchase

RECOMENDED MOTION:

Motion to approve the Offer to Purchase Agreement with JBB Investment to acquire a portion property located at 18A N. Madison Street in the amount of \$67,500 utilizing TID 3 funds

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON May 2, 2025 **[DATE] IS (AGENT OF BUYER)**

~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

The Buyer, the City of Waupun, a Wisconsin municipal corporation,
offers to purchase the Property known as the commercial building and lot located at 18A North Madison Street, more
particularly identified as Fond du Lac County tax parcel number WPN-14-15-99-EA-099-00

[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
650, or attach as an addendum per line 676] in the City Waupun of Waupun County
of Fond du Lac Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Sixty-Seven Thousand Five Hundred and 00/100
Dollars (\$ 67,500.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date
stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: none

All personal property included in purchase price will be transferred by bill of sale or n/a

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at
lines 12-15) and the following: All of the Seller's personal property, to be removed prior to closing.

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
on or before May 9, 2025. Seller may keep the Property
on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

CLOSING This transaction is to be closed on or before June 15, 2025
at the place selected by Seller,
unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
holiday, the closing date shall be the next Business Day.

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

EARNEST MONEY

~~■ EARNEST MONEY of \$ _____ accompanies this Offer.~~

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

~~■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
or personally delivered within _____ days ("5" if left blank) after acceptance.~~

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

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

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

88 _____ . If "Time is of the Essence" applies to a date or Deadline,
89 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
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated n/a and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and n/a. The Buyer waives receipt of a property
96 condition report for the Property

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

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

104 "Conditions Affecting the Property or Transaction" are defined to include:

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

Proposed Use: Buyer is purchasing the Property for the purpose of: _____

 _____ [insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

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

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is stricken) a _____ survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____.

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

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

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☐ Other _____

_____.

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

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

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

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

271 (2) Seller has a right to cure but:

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

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

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

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

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

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

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

This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

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

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

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

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

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

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

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

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

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

(2) Seller has a right to cure but:

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

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

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

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

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

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

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

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

(1) signed by Buyer; or

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

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

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

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

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

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

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

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

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

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

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

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

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

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

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

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

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 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
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 none other.

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

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

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

472 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-489).

■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

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

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

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

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

Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

ESTOPPEL LETTERS: Seller shall deliver to Buyer no later than days ("7" if left blank) before closing, estoppel letters dated within days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

DEFINITIONS

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

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

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

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

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

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

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

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of 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.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.

DISTRIBUTION OF INFORMATION

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

MAINTENANCE

Seller shall maintain the Property and all personal property included in the purchase price until the earlier 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 ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING

If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer 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 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH

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

OCCUPANCY

Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT

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

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

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

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

ENTIRE CONTRACT

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

NOTICE ABOUT SEX OFFENDER REGISTRY

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

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

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

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

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

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**

621 _____

622 _____

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650 _____

651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 658-673.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 660 or 661.

Name of Seller's recipient for delivery, if any: Jeffrey Scott Collien

Name of Buyer's recipient for delivery, if any: Kathy Schlieve, City Administrator

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

Seller: () Buyer: ()

(3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 669 or 670.

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

Address for Seller: 19 Caddie Court, Oakfield, WI 53956

Address for Buyer: 201 E. Main Street, Waupun, WI 53963

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

Email Address for Seller:

Email Address for Buyer: kathy@cityofwaupunwi.gov with a copy to dan@vklaw.us

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

(X) **ADDENDA**: The attached Addendum A is/are made part of this Offer.

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

Buyer Entity Name (if any): City of Waupun, a Wisconsin Municipal Corporation

(x) Buyer's/Authorized Signature ▲ Print Name/Title Here ► Rohn W. Bishop, Mayor Date ▲

(x) Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

Seller Entity Name (if any): JC Improvements, LLC, a Wisconsin municipal corporation

(x) Seller's/Authorized Signature ▲ Print Name/Title Here ► Jeffrey Scott Collien Date ▲

(x) Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

This Offer was presented to Seller by [Licensee and Firm] on at a.m./p.m.

This Offer is rejected This Offer is countered [See attached counter] Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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

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

1. Contingent on Common Council Approval. This transaction is contingent on the approval of these terms by the Waupun Common Council within twenty (20) days of the acceptance date of this offer. The Seller acknowledges that the Waupun City Mayor, 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 Seller 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.

2. No Financing Contingency. This is a cash offer that is not contingent on financing. The Buyer represents to the Seller that the Buyer has sufficient funds available to pay the cash price due on closing, without the need to make this transaction contingent on financing.

3. Wisconsin Public Records Law. The Seller 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.

4. 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.



AGENDA SUMMARY SHEET

MEETING DATE: 5/13/25

AGENDA SECTION: BOARD/COMMITTEE/COMMISSION RECOMMENDATION

TITLE: Offer to Purchase Portion of Parcel 292-1315-0544-004, and Town of Chester Parcels 010-1315-0433-003 and 010-1315-0911-00, Dodge County from Phoenix Investors

PRESENTER: Kathy Schlieve, City Administrator

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Economic Vitality	\$325,000	

ISSUE SUMMARY:

The City has reached agreement with Phoenix Investment to acquire approximately 5 acres of land North of Libby St, and two parcels in the Town of Chester that run due east of the city. The two Town of Chester properties will be annexed and are needed to complete the Shaler Drive extension between Mayfair St and the travel plaza. The 5 acre parcel will be set aside for future development. Staff is recommending the use of cash reserves that had been restricted to complete the Community/Senior Center construction project. Those funds were not needed for that project due to a successful funding raising effort. Allocation of those reserve funds for this purchase will allow us to forgo an additional debt issuance in 2025.

STAFF RECOMENDATION:

Approve as presented, directing use of Community Center capital reserves to fund the purchase

ATTACHMENTS:

Offer to Purchase

RECOMENDED MOTION:

Motion to approve the Offer to Purchase Agreement with Phoenix Investors to acquire a portion of Parcel 292-1315-0544-004, and Town of Chester Parcels 010-1315-0433-003 and 010-1315-0911-00 in Dodge County in the amount of \$325,000, and direct allocation of excess reserves from the Community Center project to finance the acquisition.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** May 12, 2025 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/ LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 The Buyer, The City of Waupun, a Wisconsin municipal corporation, acting by and through the Waupun Utilities, its wholly-owned subsidiary,
4 offers to purchase the Property known as see Addendum A attached

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

9 **PURCHASE PRICE** The purchase price is Three Hundred and Twenty-Five Thousand and 00/100
10 Dollars (\$ 325,000.00).

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, as the Property is
13 vacant

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 May 23, 2025.

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 or before the earlier of: 1) July 31, 2025, or 2) five (5) days after satisfaction of the CSM
37 contingency.

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 \$ 15,000.00 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 \$ n/a 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 IOLTA trust account of Vande Zande & Kaufman, LLP) **STRIKE THOSE NOT APPLICABLE**

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

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

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated n/a, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and none other. The Buyer waives receipt of a Disclosure Report for the Property

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: _____

252 _____
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 _____; ☐ gas _____; ☐ sewer _____;

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

279 ☐ other _____.

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

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

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

287 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within 30 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 n/a _____ acres, maximum of n/a _____
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: none other. The map shall only include that portion of PIN 292-1315-0544-004 that is
293 lying North of Libby Street.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

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

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

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

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

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

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

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

(1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

448 (3) Any of the following checked below:

449 ☐ Proof of bridge loan financing.

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

452 Other: _____

453

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

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

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

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

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

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

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

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

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

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

478 ☐

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

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

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

TITLE EVIDENCE

■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and none other

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

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

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

Name of Seller's recipient for delivery, if any: Phoenix Investors, a limited liability company

Name of Buyer's recipient for delivery, if any: Kathy Schlieve, City Administrator

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

Seller: () Buyer: ()

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

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

Address for Seller: 401 E. Kilbourn Avenue, Suite 201, Milwaukee, WI 53202

Address for Buyer: 408 E. Main Street

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

Email Address for Seller: _____

Email Address for Buyer: kathy@cityofwaupunwi.gov with a copy to dan@vkaw.us

PERSONAL DELIVERY/ACTUAL RECEIPT

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

(X) **ADDENDA**: The attached Addendum A is/are made part of this Offer.

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

(X) _____
Buyer's Signature ▲ Print Name Here ► Rohn W. Bishop, Mayor, City of Waupun Date ▲

(X) _____
Buyer's Signature ▲ Print Name Here ► _____ Date ▲

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

(X) _____
Seller's Signature ▲ Print Name Here ► Agent for Phoenix Waupun Industrial Investors LLC Date ▲

(X) _____
Seller's Signature ▲ Print Name Here ► _____ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____
_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ This Offer is countered [See attached counter] _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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

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

1. Real Estate Description. The real estate subject to this sale ("the Property") is described as that portion of Dodge County tax parcel number 292-1315-0544-004 lying immediately to the North of Libby Street, together with Dodge County tax parcel numbers 010-1315-0433-003, and 010-1315-0911-00, all located in the City of Waupun, Dodge County, Wisconsin. That portion of tax parcel 292-1315-0544-004 lying North of Libby Street shall be more accurately described by survey prior to closing.

2. No Financing Contingency. The Buyer understands that this offer is not contingent on financing, and is a cash offer to purchase.

3. Wisconsin Public Records Law. The Seller understands that this Offer and other materials submitted to the Waupun Utilities 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.

4. 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.



AGENDA SUMMARY SHEET

MEETING DATE: 5/13/25
AGENDA SECTION: CONSIDERATION-ACTION
PRESENTER: Kathy Schlieve, City Administrator

TITLE: Professional Service Agreement with Cottingham & Butler to Complete a Salary Market Update

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	\$13,250 (Budgeted Expense)	

ISSUE SUMMARY:

The City's compensation plan for non-represented staff was compiled in 2019 and is due for review. Cottingham & Butler will work with staff to complete a market update and analysis to ensure wages remain market competitive for essential positions. Comparison benchmark communities will be maintained from the initial 2019 benchmark that this firm completed for us.

STAFF RECOMENDATION:

Approve as presented and budgeted

ATTACHMENTS:

Cottingham and Butler Proposal

RECOMENDED MOTION:

Motion to approve the Salary Market Update with Cottingham Butler

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
CITY OF WAUPUN, WI
AND
TOTAL REWARDS CONSULTING**

This professional service agreement (hereinafter the “Agreement”) is made and entered into by and between City of Waupun, WI (hereinafter “the Client”) and Cottingham & Butler Insurance Services, LLC., an Iowa corporation (hereinafter “Consultant”).

WHEREAS, Consultant assisted Client in the development of its current pay plan; and

WHEREAS, Client is concerned about continuing market competitiveness and compression within the current pay plan; and

WHEREAS, Client wishes to enter into an agreement with Consultant to provide professional consulting services for market measurement and pay plan management services.

WHEREAS, Consultant has an established history of providing similar services to similar public and private sector employers, and is willing to provide the above-referenced professional consulting services to the Client.

THEREFORE, the Client and Consultant agree to the following:

1. Term. The term of this Agreement shall be from the date of the last signature of this Agreement and remain in force until all services are contemplated hereunder are completed.
2. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
 - a) Market Update. Consultant will measure labor markets for the Client using the benchmark jobs and public sector organizations measured in the most recent study, or as modified by mutual agreement of the parties. Consultant will include data that reflect private sector benchmarks from its data library for those jobs that it can match in the analysis.
 - b) Job Evaluation (Optional). Consultant will conduct job evaluation reviews, as requested by the Client, for positions Client determines have either experienced a substantial change in duties since the most recent pay study or do not have a current job evaluation rating. Jobs may be evaluated – at the Client’s discretion – in accordance with the fee structure noted below. Consultant will recommend pay plan placement for all reviewed jobs.
 - c) Meetings. Consultant will be available for one (1) onsite meeting with the governing body (e.g. committee, board, commission, etc.) to discuss the findings and recommendations of the project.
 - d) Development of Alternatives. Consultant will review the market-positioning and provide to the Client alternatives for addressing any competitive challenges including, but not limited to an option for a revised pay plan structure based upon the market study.
 - e) Costing Options. Should the implementation of a new pay structure be the preferred alternative, the Client may request costing alternatives to be provided by the Consultant. Client will provide employee-level data to the Consultant for use in developing the costing alternatives for implementation.
3. Job Documentation. The Client shall provide Consultant with the following:
 - a) Data requests, including but not limited to, employee data and job information, timely. Client understands that a delay in providing requested data will result in a delay in the project timeline.
4. Base Project Fee. Unless noted elsewhere, the base project fee includes those items identified in the Scope of Services. The Client shall pay the Consultant a project price of \$13,250, plus reasonable travel expenses, to conduct the market update for up to 19 job classifications. Travel expenses will be billed as they are incurred.

5. Additional/Optional Fees.

- a) Job Evaluations. Client shall be invoiced \$450 per job evaluation for any new positions requiring job evaluation through the course of this project work. If a job evaluation review is required for an existing position, the fee is \$275 per job evaluation.
 - b) On-site Meetings Beyond One (1) Included in the Project Scope. If the Client desires additional on-site meetings beyond the one included in the project scope, the client will be billed at an hourly rate of \$125 during travel time and \$250 for time spent on-site plus associated travel expenses.
 - c) Review of FLSA Exemption Status. If the Client desires to incorporate an exemption status review of job classifications which includes a formal written recommendation, this would be invoiced at \$250 per position. If this option is selected, the project scope and classifications for review would be mutually agreed upon. Any recommendation that is made should be reviewed by the County's counsel, or designee.
 - d) Work Beyond the Scope of Services. Consultant services agreed upon that are beyond the Scope of Services identified above (e.g. consulting on organizational management matters; onsite meetings in excess of those defined above; locating records or otherwise responding to public records requests made to the Client relating to the project; etc.), shall be at the rate of \$250 per hour, unless agreed upon otherwise by the Client and Consultant. No additional charges shall be made for consulting, onsite meetings or locating records and other public record responses without prior written approval of Client's representative.
 - a. Upon mutual agreement of the parties, the meetings noted above, periodic status conferences, and/or other meetings may be conducted via phone conferences or web-based technology (e.g. Zoom), subject to scheduling and mutual agreement. Meetings conducted by telephone and/or web conference are not subject to any additional fee.
 - e) Post Project Job or Market Evaluation. Any job classification reviews conducted post project will be conducted at our standard client rate (currently \$275 per classification). If the Client requires a competitive market-based estimate, the fee would be at our standard client rate (currently \$325 per classification). Should the client choose both a job evaluation and a market-estimate jointly, the rate would be at our standard discounted client rate (currently \$450 for the two).
6. Payment. Consultant shall submit invoices in four (4) equal installments of the agreed upon project fee: initial payment due upon execution of a professional services agreement, second payment due at the start of the second month of the project, third payment due at the start of the third month of the project, and the final payment due upon delivery of Consultants findings and recommendations to the Client.
7. Performance Requirements of Consultant. The Consultant shall complete the services as stated above. The Consultant shall furnish all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide professional consulting services. Consultant shall provide progress reports at reasonable intervals in the project.
- a) Confidential Client Information. Consultant agrees to keep confidential information and data provided by Client to Consultant for the purpose of enabling Consultant to complete the Scope of Work detailed above.
8. Performance Requirements of Client. The Client shall provide to the Consultant accurate and complete data and job documentation necessary to fulfill said services. Client shall make available to the Consultant access to its human resources and related systems of record, or sufficient related data, as necessary to fulfill said services. Client shall take care that all data and documentation provided to Consultant is accurate and complete.

9. Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The Consultant shall remain an independent contractor under this Agreement. All employees of Consultant or subcontractors shall remain the responsibility of the Consultant and shall not become employees of the Client under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to Client employees shall accrue to the Consultant or its employees performing services under this Agreement.
10. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Client, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Client, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Consultant, its officers or employees, in the performance of its duties under this Agreement. The Client agrees it shall defend, indemnify, and hold harmless the Consultant, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Consultant, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the: (i) negligent or intentional acts or omissions of the Client, its officers or employees; and (ii) any allegation that Client's compensation program or structure is administered in any way noncompliant with local, state or federal law.
11. Insurance Coverage. Consultant is required to carry professional liability insurance coverage that would cover the nature and type of service that is being provided to the Client.
12. Trade Secrets. The Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, Total Rewards Method, and job point evaluation data collected and analyzed to perform the Scope of Services is owned by Consultant, is confidential and proprietary, and is a trade secret pursuant to Wis. Stats. s. 134.90. The Client (including its officers, employees, agents and representatives) shall not disclose, disseminate, or otherwise misappropriate these trade secrets without the express consent of Consultant.
13. Assignment. Client may not assign or transfer this Agreement, or any part thereof, without the written consent of the Consultant, which shall not be unreasonably withheld.
14. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
15. Interpretation of Law. This contract is to be interpreted under the laws of the State of Wisconsin.
16. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement.

CITY OF WAUPUN, WI

By:

Date:

Cottingham & Butler Insurance Services, LLC

By:

Matt Shefchik, Vice President of Total Rewards Consulting

Date:

CITY OF WAUPUN
NOTICE OF INJURY

Return complete form directly to the
City Clerk at City Hall or email to
angie@cityofwaupunwi.gov

Name: Nicole Jordi Incident/Accident Information
Address: 2227 E. West Hart Date: March 9 - 2025
Time: 8:00 AM
Phone: 608 247 4036 Place: Waupun Hockey Arena
Email: nicoljordi108@gmail.com

INJURY-ACCIDENT STATEMENT

In the space below briefly describe the circumstances of your injury. (Attach additional sheets, if necessary.)

For auto damages:

- Attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection.

For bodily injury:

- Indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

missing teeth and cut lip - fell walking up bleachers
Northpointe Wellness S. Beloit IL - doctor on call
Featherstone Periodontics Janesville WI - Dr. Anderson
Gateway Dental Care Beloit WI - Dr. Andrew

Signature: Nicole Jordi Date: 4/30/25

WITNESS STATEMENT

(for multiple witnesses, please make copies of this page)

In the space below briefly describe the circumstances of injury you witnessed.

Livebarn video will show me going up bleachers
and coming down bleachers after fall holding
my mouth

Witness Signature: _____ Date: _____

Name Nicole Jordi

NOTICE OF CLAIM

NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City at any time consistent with the applicable statute of limitations.

However, in order for the City to formally accept or deny your claim at this time, the following claim must be completed and signed. Please complete the following page:

DETAILED CLAIM OF MONEY DAMAGE BEING SOUGHT

To process this claim, please provide photo's and complete the statement, below, detailing all damages being sought. Please provide below:

Seeking reimbursement for urgent care visit,
dental visit, periodontics visit + prescriptions

I would install handrails throughout the bleacher
seats. Had I had a guard rail to hand on
to this would not have happened

The undersigned hereby makes a claim against the City of arising out of the circumstances described above in the amount of \$ 16,223.21

Signature Nicole Jordi

Print Nicole Jordi

Date: 4-30-25

paid \$7,241.21
to date

\$ 8,982 due @
time of next
visit

Angie Hull

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Friday, May 2, 2025 9:37 AM
To: Angie Hull
Subject: Nicole Jordi v City of Waupun

Hi Angie,

I am in receipt of the claim that has been filed by Nicole Jordi against the City of Waupun in the amount of \$16,223.21, for injuries sustained as a result of falling when walking up bleachers at a hockey game. As you are aware, the City is self-insured for this loss, and should the City decide to settle this matter, the settlement would come from City funds.

Wis. Stat. 895.52 provides immunity to municipalities for injuries that occur on city property as a result of a recreational activity. Being a spectator at a hockey game would fall under this statute. It should be noted that Wis. Stat. 895.52(2) provides that there is no duty to keep the property safe for recreational activity, no duty to inspect and no duty to give warning of an unsafe condition.

Additionally, under Wisconsin law, a municipality does not face liability unless there is a “known danger” that is compelling enough to warrant specific, non-discretionary action by the municipality. Lodl v. Progressive Northern Insurance Co., 2002 WI 71, 253 Wis. 2d 323, 646 N.W.2d 314. Wisconsin courts have developed a three-step test to determine whether the known and compelling danger exception applies in a given case: (1) whether something happened to create a compelling danger; (2) whether a government actor “[found] out about the danger, making it a known and compelling danger”; and (3) whether the government actor addressed the danger by taking one or more precautionary measures or instead “[did] nothing and let the danger continue.” Heuser v. Community Ins. Corp., 2009 WI App 151, ¶¶27-28, 321 Wis.2d 729, 774 N.W.2d 653.

In this case, there was no dangerous condition or compelling danger. Ms. Jordi tripped going up some bleacher steps. This does not amount to negligence by the city.

Based on all of the above, it is my recommendation would be that this claim be denied.

Should you have questions regarding this matter, please feel free to contact me.

Thank you,

AGENDA SUMMARY SHEET

MEETING DATE: 5/13/25

TITLE: License & Permit Applications; Expenses

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Angela Hull, Clerk

FUTURE MEETINGS

Date of Council/COW Meeting	Meeting
Tuesday, May 27, 2025	Committee of the Whole
Tuesday, June 10, 2025	Common Council
Tuesday, June 24, 2025	Committee of the Whole
Tuesday, July 8, 2025	Common Council
Tuesday, July 29, 2025	Committee of the Whole
Tuesday, August 12, 2025	Common Council
Tuesday, August 26, 2025	Committee of the Whole
Tuesday, September 9, 2025	Common Council
Tuesday, September 30, 2025	Committee of the Whole
Tuesday, October 14, 2025	Common Council
Tuesday, October 28, 2025	Committee of the Whole
Tuesday, November 11, 2025	Common Council
Tuesday, November 25, 2025	Committee of the Whole
Tuesday, December 9, 2025	Common Council
Tuesday, December 30, 2025	Committee of the Whole

LICENSE/PERMIT APPLICATIONS

Operator License Application: Joshua Thone, Brittany Falk, Jerrod VanLoo,

Temporary Alcohol Beverage License:

Waupun Youth Baseball- 2025 Tournaments: May 23-25, May 30-June 1, June 14-15, June 20-22, June 27-29, August 1-3

Waupun Festivals Inc.- Celebrate Waupun June 27-29, 2025

Permit to Keep Backyard Chickens- Kyle Giese 720 Sunrise Ave., Waupun

RECOMENDED MOTION:

Motion to approve the license and permit applications and release payment of expenses

Report Criteria:

Report type: Summary

Invoice.Batch = "A","043025","050525","051325"

Check Issue Date	Check Number	Payee	Amount
04/28/2025	256	CARDPOINTE	28.80
04/28/2025	257	CREXENDO	434.61
04/28/2025	258	KWIK TRIP STORES	5,283.37
04/28/2025	259	PAYMENT SERVICE NETWORK INC	14.00
04/28/2025	260	WELLS FARGO PAYMENT REMITT	4,434.24
04/28/2025	261	WI DEPT OF REVENUE	1.00
05/05/2025	1004	MARTENS ACE HARDWARE	91.80
04/30/2025	109899	SAGACIOUS SOLUTIONS INC	49.80
05/08/2025	109900	ACE K9	168.00
05/08/2025	109901	ALL PHASE HVAC LLC	541.80
05/08/2025	109902	ALLIANT ENERGY/WP&L	3,264.98
05/08/2025	109903	AMAZON CAPITAL SERVICES	96.18
05/08/2025	109904	ASSOCIATED APPRAISAL CONSULTA	3,207.03
05/08/2025	109905	AT & T	110.20
05/08/2025	109906	ATLAS FIRE & SECURITY	2,532.00
05/08/2025	109907	B&B QUALITY BUILDING RESTOR OF	45,019.50
05/08/2025	109908	BAKER TILLY US LLP	15,849.75
05/08/2025	109909	BELCO VEHICLE SOLUTIONS LLC	3,771.98
05/08/2025	109910	BENTZ AUTOMOTIVE INC	304.95
05/08/2025	109911	BISHOP, ROHN	40.00
05/08/2025	109912	BOUWKAMP, DARLENE	60.00
05/08/2025	109913	BRAUER SUPPLY & EQUIPMENT	191.00
05/08/2025	109914	BUCHHOLZ, BAMBI	80.00
05/08/2025	109915	CINTAS CORPORATION NO 2	841.50
05/08/2025	109916	CONWAY SHIELD	1,130.00
05/08/2025	109917	DODGE COUNTY REGISTER OF DEED	90.00
05/08/2025	109918	FASSE DECORATING CENTER	1,501.65
05/08/2025	109919	FOND DU LAC COUNTY	30.00
05/08/2025	109920	FOX VALLEY TECHNICAL COLLEGE	325.00
05/08/2025	109921	GFC LEASING - WI	135.97
05/08/2025	109922	GFL ENVIRONMENTAL	47,182.30
05/08/2025	109923	GRAND VALLEY INSPECTION SERVIC	9,560.55
05/08/2025	109924	H & R SAFETY SOLUTIONS LLC	36.00
05/08/2025	109925	HEIDEMANN, TERESA	80.00
05/08/2025	109926	HOMAN AUTO - RIPON	46,250.90
05/08/2025	109927	LANGE ENTERPRISES	4,148.99
05/08/2025	109928	LEE RECREATION LLC	39,759.00
05/08/2025	109929	LIEDKE, JAYLEN	15.00
05/08/2025	109930	LIFESTAR EMERGENCY MEDICAL	2,920.00
05/08/2025	109931	MARTENS ACE HARDWARE	1,091.75
05/08/2025	109932	MENARDS - BEAVER DAM	239.35
05/08/2025	109933	MICK FISCHER TROPHY AND ENGRA	735.60
05/08/2025	109934	MSA PROFESSIONAL SERVICES INC	9,445.70
05/08/2025	109935	NAPA AUTO PARTS-WAUPUN	566.82
05/08/2025	109936	NELSON, VICTORIA	36.87
05/08/2025	109937	O'REILLY AUTOMOTIVE INC	1,876.66
05/08/2025	109938	PETTY CASH-CITY HALL	340.60
05/08/2025	109939	PETTY CASH-POLICE DEPT	20.00
05/08/2025	109940	PIGGLY WIGGLY DISCOUNT FOODS	76.14

Check Issue Date	Check Number	Payee	Amount
05/08/2025	109941	PROS 4 TECHNOLOGY INC	3,886.50
05/08/2025	109942	REINDERS INC	217.76
05/08/2025	109943	RENNERTS	200.45
05/08/2025	109944	RHODES, TARA	80.00
05/08/2025	109945	ROCK GOLF CLUB	2,065.00
05/08/2025	109946	SAFETY KLEEN	675.00
05/08/2025	109947	SANABRIA, JOSE EMELIO	490.00
05/08/2025	109948	SHERWIN INDUSTRIES	1,246.47
05/08/2025	109949	SHINY WASH	400.00
05/08/2025	109950	STOBB PLUMBING & HEATING INC	1,323.10
05/08/2025	109951	STREICHER'S	871.02
05/08/2025	109952	SUMMIT COMMERCIAL FITNESS INC	360.00
05/08/2025	109953	THURMER, MIKE	80.00
05/08/2025	109954	TOP PACK DEFENSE	675.00
05/08/2025	109955	TRU CLEANERS LLC	6,354.87
05/08/2025	109956	US CELLULAR	388.08
05/08/2025	109957	VANDEZANDE & KAUFMAN, LLP	6,580.00
05/08/2025	109958	WAUPUN AREA ANIMAL SHELTER INC	1,000.00
05/08/2025	109959	WAUPUN UTILITIES	65.01
05/08/2025	109960	WELLS FARGO PAYMENT REMITT	364.90
05/08/2025	109961	WI DEPT OF JUSTICE	217.00
05/08/2025	109962	YMCA OF DODGE COUNTY	1,500.00
05/08/2025	109963	YOUNGER, MARISSA	664.00
Grand Totals:			283,715.50

Report Criteria:

Report type: Summary

Invoice.Batch = "A","043025","050525","051325"

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Invoice.Batch = "A","043025","050525","051325"

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
ACE K9						
ACE K9	ACE WATCH DOG SERVICE 6/2025-6/2026	05/08/2025	296941	220-40-5212-3-38	168.00	168.00
Total ACE K9:						168.00
ALL PHASE HVAC LLC						
ALL PHASE HVAC LLC	INSTALL PILOT GAS VALVE & THERMOSTAT - FURNACE IN ZAMBONI ROOM	05/08/2025	i5202	100-70-5410-3-36	541.80	541.80
Total ALL PHASE HVAC LLC:						541.80
ALLIANT ENERGY/WP&L						
ALLIANT ENERGY/WP&L	COMMUNITY CENTER - APR 2025	05/08/2025	1400782235-A	100-20-5511-3-32	462.04	462.04
ALLIANT ENERGY/WP&L	CITY HALL MONTHLY FUEL CHARGES - APR 2025	05/08/2025	1780510000-A	100-70-5410-3-32	911.26	911.26
ALLIANT ENERGY/WP&L	ICE ARENA MONTHLY FUEL- APR 2025 - CITY	05/08/2025	2831330000-A	100-70-5410-3-32	543.03	543.03
ALLIANT ENERGY/WP&L	GARAGE MONTHLY FUEL - APR 2025	05/08/2025	3264610000-A	100-70-5412-3-32	641.69	641.69
ALLIANT ENERGY/WP&L	MUSEUM MONTHLY FUEL CHARGE - APR 2025	05/08/2025	3425110000-A	100-20-5512-3-32	218.19	218.19
ALLIANT ENERGY/WP&L	AQUATIC CENTER - APR 2025	05/08/2025	5374620000-A	100-20-5523-3-32	88.52	88.52
ALLIANT ENERGY/WP&L	FIRE DEPT - MONTHLY FUEL CHARGES - APR 2025	05/08/2025	5946940000-A	100-50-5244-3-32	341.39	341.39
ALLIANT ENERGY/WP&L	SENIOR CENTER - APRIL 2025	05/08/2025	7255200000-A	100-20-5513-3-32	58.86	58.86
Total ALLIANT ENERGY/WP&L:						3,264.98
AMAZON CAPITAL SERVICES						
AMAZON CAPITAL SERVICES	CERTIFICATE PAPER/CERTIFICATE HOLDERS/PLATES & NAPKINS BREAKROOM	05/08/2025	1Y9F-149W-4	100-10-5110-3-38	61.23	61.23
AMAZON CAPITAL SERVICES	THANK YOU CARDS/GIFT BAGS	05/08/2025	1PM7-TV3V-H	100-40-5211-3-30	34.95	34.95
Total AMAZON CAPITAL SERVICES:						96.18
ASSOCIATED APPRAISAL CONSULTAN						
ASSOCIATED APPRAISAL CONSULTA	MONTHLY SERVICES-REVAL PROGRAM MAY 2025	05/08/2025	180209	100-30-5152-3-38	3,207.03	3,207.03
Total ASSOCIATED APPRAISAL CONSULTAN:						3,207.03
AT & T						
AT & T	POLICE DEPT MONTHLY PHONE CHARGES	05/08/2025	MAR20-APR1	100-40-5211-3-31	110.20	110.20
Total AT & T:						110.20
ATLAS FIRE & SECURITY						
ATLAS FIRE & SECURITY	SAFETY BUILDING - INSTALLATION OF FIRE ALARM & FIRE ALARM INSPECTION	05/08/2025	80658	100-70-5410-3-36	2,532.00	2,532.00
Total ATLAS FIRE & SECURITY:						2,532.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
B&B QUALITY BUILDING RESTOR OF WI LLC						
B&B QUALITY BUILDING RESTOR OF	HERITAGE MUSEUM RESTORATION	05/08/2025	APP NO 1	400-20-5512-8-00	45,019.50	45,019.50
Total B&B QUALITY BUILDING RESTOR OF WI LLC:						45,019.50
BAKER TILLY US LLP						
BAKER TILLY US LLP	12/31/24 AUDIT FEES	05/08/2025	BT3170978	100-10-5157-3-38	15,849.75	15,849.75
Total BAKER TILLY US LLP:						15,849.75
BELCO VEHICLE SOLUTIONS LLC						
BELCO VEHICLE SOLUTIONS LLC	INSTALLATION OF NEW & EQUIPMENT - FORD VIN 1FM5K8AB6SGB46245	05/08/2025	10363	410-40-5211-4-00	3,771.98	3,771.98
Total BELCO VEHICLE SOLUTIONS LLC:						3,771.98
BENTZ AUTOMOTIVE INC						
BENTZ AUTOMOTIVE INC	BATTERY - SQUAD 5	05/08/2025	33254	100-40-5212-3-36	304.95	304.95
Total BENTZ AUTOMOTIVE INC:						304.95
BISHOP, ROHN						
BISHOP, ROHN	REIMBURSEMENT FOR CELL PHONE - MAY 2025	05/08/2025	5-1-25	100-10-5131-3-31	40.00	40.00
Total BISHOP, ROHN:						40.00
BOUWKAMP, DARLENE						
BOUWKAMP, DARLENE	MAINT ON ELECTIONS MOVER'S LIST	05/08/2025	5-7-25	100-10-5142-1-10	60.00	60.00
Total BOUWKAMP, DARLENE:						60.00
BRAUER SUPPLY & EQUIPMENT						
BRAUER SUPPLY & EQUIPMENT	CHAIN/STRAP - INSPECTIONS/REPAIRS	05/08/2025	250017	100-70-5411-3-36	191.00	191.00
Total BRAUER SUPPLY & EQUIPMENT:						191.00
BUCHHOLZ, BAMBI						
BUCHHOLZ, BAMBI	4-22-25 PER DIEM - POLICE & FIRE COMMISSION	05/08/2025	4-22-25	100-10-5210-3-38	40.00	40.00
BUCHHOLZ, BAMBI	4-23-25 PER DIEM - POLICE & FIRE COMMISSION	05/08/2025	4-23-25	100-10-5210-3-38	40.00	40.00
Total BUCHHOLZ, BAMBI:						80.00
CARDPOINTE						
CARDPOINTE	COMMUNITY CENTER FEE	04/28/2025	4-28-25	100-20-5511-3-38	28.80	28.80
Total CARDPOINTE:						28.80
CINTAS CORPORATION NO 2						
CINTAS CORPORATION NO 2	GLOVES - MECHANIC	05/08/2025	1905603091	100-70-5411-3-38	190.00	190.00
CINTAS CORPORATION NO 2	NEW COMMUNITY CENTER - APRIL 2025	05/08/2025	4226180549	100-20-5511-3-38	91.40	91.40
CINTAS CORPORATION NO 2	SAFETY BUILDING RUGS - APRIL 2025	05/08/2025	4226180595	100-70-5410-3-38	93.37	93.37
CINTAS CORPORATION NO 2	LIBRARY RUGS - APRIL 2025	05/08/2025	4226180666	100-70-5410-3-38	105.53	105.53
CINTAS CORPORATION NO 2	CITY HALL RUGS - APRIL 2025	05/08/2025	4226180716	100-70-5410-3-38	122.98	122.98
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS					

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
CINTAS CORPORATION NO 2	-APRIL 2025	05/08/2025	4226180801	100-70-5411-3-38	83.78	83.78
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - APRIL 2025	05/08/2025	4226927432	100-70-5411-3-38	51.48	51.48
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - APRIL 2025	05/08/2025	4227548049	100-70-5411-3-38	51.48	51.48
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - APRIL 2025	05/08/2025	4228255327	100-70-5411-3-38	51.48	51.48
Total CINTAS CORPORATION NO 2:						841.50
CONWAY SHIELD						
CONWAY SHIELD	STRUCTURE FIREFIGHTING BOOTS - KOOIMA	05/08/2025	0536251	410-50-5231-4-00	1,130.00	1,130.00
Total CONWAY SHIELD:						1,130.00
CREXENDO						
CREXENDO	COMMUNITY CENTER PHONE CHARGES - APR 2025	04/28/2025	APR2025	100-20-5511-3-31	434.61	434.61
Total CREXENDO:						434.61
DODGE COUNTY REGISTER OF DEEDS						
DODGE COUNTY REGISTER OF DEED	STORMWATER MAINTENANCE AGREEMENT - KWIK TRIP INC	05/08/2025	4-28-25	700-10-5192-3-38	90.00	90.00
Total DODGE COUNTY REGISTER OF DEEDS:						90.00
FASSE DECORATING CENTER						
FASSE DECORATING CENTER	STREET/TRAFFIC PAINT	05/08/2025	3M7W4	100-70-5441-3-36	1,501.65	1,501.65
Total FASSE DECORATING CENTER:						1,501.65
FOND DU LAC COUNTY						
FOND DU LAC COUNTY	RECORDING - STORMWATER MAINTENANCE AGREEMENT - WPN- 14-15-99-HB-055-00 - DGI-WAUPUN LLC	05/08/2025	4-28-25	700-10-5192-3-38	30.00	30.00
Total FOND DU LAC COUNTY:						30.00
FOX VALLEY TECHNICAL COLLEGE						
FOX VALLEY TECHNICAL COLLEGE	WI LEAP CONFERENCE - DEBOER	05/08/2025	CI015061	100-40-5211-3-37	325.00	325.00
Total FOX VALLEY TECHNICAL COLLEGE:						325.00
GFC LEASING - WI						
GFC LEASING - WI	COMMUNITY CENTER COPY MACHINE CANON C3926I 5/20/25 - 6/19/25	05/08/2025	I01017203	100-20-5511-3-38	135.97	135.97
Total GFC LEASING - WI:						135.97
GFL ENVIRONMENTAL						
GFL ENVIRONMENTAL	RECYCLING FUEL SURCHARGE CREDIT - APRIL 2025	05/08/2025	U9000024553	420-70-5436-3-38	47,182.30	47,182.30
Total GFL ENVIRONMENTAL:						47,182.30
GRAND VALLEY INSPECTION SERVICES						
GRAND VALLEY INSPECTION SERVIC	BUILDING INSP/ZONING ADMIN FOR APR 2025	05/08/2025	2025-82	230-30-5241-3-38	9,560.55	9,560.55

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total GRAND VALLEY INSPECTION SERVICES:						9,560.55
H & R SAFETY SOLUTIONS LLC						
H & R SAFETY SOLUTIONS LLC	SAFETY CLOTHING	05/08/2025	9392	100-70-5412-3-38	36.00	36.00
Total H & R SAFETY SOLUTIONS LLC:						36.00
HEIDEMANN, TERESA						
HEIDEMANN, TERESA	4-22-25 PER DIEM - POLICE & FIRE COMMISSION	05/08/2025	4-22-25	100-10-5210-3-38	40.00	40.00
HEIDEMANN, TERESA	4-23-25 PER DIEM - POLICE & FIRE COMMISSION	05/08/2025	4-23-25	100-10-5210-3-38	40.00	40.00
Total HEIDEMANN, TERESA:						80.00
HOMAN AUTO - RIPON						
HOMAN AUTO - RIPON	PD SQUAD - 2025 FORD	05/08/2025	F23380	410-40-5211-4-00	46,250.90	46,250.90
Total HOMAN AUTO - RIPON:						46,250.90
KWIK TRIP STORES						
KWIK TRIP STORES	DPW MONTHLY FUEL PURCHASES - MAR 2025	04/28/2025	DPW-MAR25	100-70-5411-3-38	2,468.44	2,468.44
KWIK TRIP STORES	FIRE DEPT MONTHLY FUEL - MAR 2025	04/28/2025	FD-MAR25	100-50-5244-3-38	420.96	420.96
KWIK TRIP STORES	POLICE DEPT MONTHLY FUEL - MAR 2025	04/28/2025	PD-MAR25	100-40-5212-3-38	2,393.97	2,393.97
Total KWIK TRIP STORES:						5,283.37
LANGE ENTERPRISES						
LANGE ENTERPRISES	TOOLS FOR INSTALLING POSTS	05/08/2025	91062	100-70-5411-3-38	4,148.99	4,148.99
Total LANGE ENTERPRISES:						4,148.99
LEE RECREATION LLC						
LEE RECREATION LLC	ZOELLNER PARK - NEW PLAYGROUND	05/08/2025	16947-25	400-20-5525-8-00	38,139.00	38,139.00
LEE RECREATION LLC	ZOELLNER PARK-TIMBER BORDERS FOR NEW PLAYGROUND	05/08/2025	16948-25	400-20-5525-8-00	1,620.00	1,620.00
Total LEE RECREATION LLC:						39,759.00
LIEDKE, JAYLEN						
LIEDKE, JAYLEN	REIMBURSEMENT - PARKING TICKET OVERPAID	05/08/2025	4-28-25	100-45-4511-0-00	15.00	15.00
Total LIEDKE, JAYLEN:						15.00
LIFESTAR EMERGENCY MEDICAL						
LIFESTAR EMERGENCY MEDICAL	DEDUCTION DUE TO CITY OF BEAVER DAM ATTENDING A CALL ON 4-23.25	05/08/2025	21-0315	100-10-5255-3-38	2,920.00	2,920.00
Total LIFESTAR EMERGENCY MEDICAL:						2,920.00
MARTENS ACE HARDWARE						
MARTENS ACE HARDWARE	POTTING SOIL - FLOWER POTS FOR MAIN ST - BID	05/05/2025	4-22-25	502-10-5820-3-38	91.80	91.80
MARTENS ACE HARDWARE	SPRAYPAINT - SHOP SUPPLIES	05/08/2025	243232	100-70-5411-3-36	8.99	8.99
MARTENS ACE HARDWARE	SPRAYPAINT - PAINT SHOP WALLS	05/08/2025	243264	100-70-5412-3-36	7.99	7.99

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
MARTENS ACE HARDWARE	BATTERY/FASTENERS - LIBRARY - REPALCE BATTERIES	05/08/2025	243266	100-70-5410-3-36	34.72	34.72
MARTENS ACE HARDWARE	FLAP WHEEL - SHOP SUPPLIES	05/08/2025	243271	100-70-5411-3-36	9.99	9.99
MARTENS ACE HARDWARE	BAR FLAT/SCOREBOARD BRACKETS - HANG CLOCK IN GYM	05/08/2025	243300	100-20-5511-3-36	7.99	7.99
MARTENS ACE HARDWARE	RING WAX ENTENDER KIT/POWER GRAB - PARKS	05/08/2025	243301	100-20-5525-3-36	26.97	26.97
MARTENS ACE HARDWARE	CABLE/FASTENERS/LINK CHAIN/CHAIN COIL - BASEBALL COMPLEX - REPAIR BATTING CAGE	05/08/2025	243351	100-20-5525-3-36	157.00	157.00
MARTENS ACE HARDWARE	PARTS/SUPPLIES - MCCUNE - REPLACE SINK IN CONCESSIONS	05/08/2025	243354	100-20-5525-3-36	87.54	87.54
MARTENS ACE HARDWARE	WEED PREVENTER/LAWN INSECT KILLER/GARDEN SPRAYER - BUILDINGS & PARKS	05/08/2025	243366	100-20-5525-3-36	97.97	97.97
MARTENS ACE HARDWARE	SCREWS/TRI NAILER FUEL - BASEBALL COMPLEX - FIX TRIM IN BATHROOM	05/08/2025	243368	100-20-5525-3-36	33.48	33.48
MARTENS ACE HARDWARE	PARTS/SUPPLIES - BASEBALL COMPLEX - SEWAGE PUMP REPAIR	05/08/2025	243398	100-20-5525-3-36	46.52	46.52
MARTENS ACE HARDWARE	PARTS/SUPPLIES - BASEBALL COMPLEX - SEWAGE PUMP REPAIR	05/08/2025	243404	100-20-5525-3-36	32.14	32.14
MARTENS ACE HARDWARE	WEED PREVENTER	05/08/2025	243516	100-70-5613-3-38	59.99	59.99
MARTENS ACE HARDWARE	GRIP MLOCKS/ANGLED FORE GRIP - PD	05/08/2025	243519	100-40-5215-3-38	70.97	70.97
MARTENS ACE HARDWARE	PHONE CORD	05/08/2025	243543	100-10-5197-3-38	13.99	13.99
MARTENS ACE HARDWARE	LUBE TRIFLOW SPRAY - PARK BATHROOM DOORS	05/08/2025	243550	100-20-5525-3-36	12.99	12.99
MARTENS ACE HARDWARE	ANCHOR - MEN'S BATHROOM DIVIDER REPAIR @ GUS	05/08/2025	243555	100-20-5525-3-36	8.99	8.99
MARTENS ACE HARDWARE	WEED PREVENTER/BATTERIES - BUILDINGS	05/08/2025	243578	100-70-5613-3-38	77.98	77.98
MARTENS ACE HARDWARE	O-RINGS - REPAIR SINK LEAK @ POOL	05/08/2025	243643	100-20-5525-3-36	3.96	3.96
MARTENS ACE HARDWARE	FASTENERS - INSTALL RAILROAD SIGNS	05/08/2025	243655	100-70-5441-3-36	7.43	7.43
MARTENS ACE HARDWARE	CARWAX/CLEANER/DISINFECTANT/FA STENERS - POOL	05/08/2025	243685	100-20-5523-3-36	32.10	32.10
MARTENS ACE HARDWARE	FASTENERS - POOL DIFFUSERS	05/08/2025	243694	100-20-5523-3-36	.65	.65
MARTENS ACE HARDWARE	FLEX SEAL - REPAIR BASKETBALL HOOP @ POOL	05/08/2025	243698	100-20-5523-3-36	16.99	16.99
MARTENS ACE HARDWARE	ALTERNATOR/VOLTAGE REGULATOR - 164-94	05/08/2025	243704	100-70-5411-3-36	145.98	145.98
MARTENS ACE HARDWARE	CHAIN QUICK/TOMCAT GEL/TRAP MOUSE EASYSET - POOL - FENCE REPAIR/RODENT CONTROL	05/08/2025	243706	100-20-5523-3-36	57.47	57.47
MARTENS ACE HARDWARE	VELCRO	05/08/2025	243783	100-40-5212-3-38	13.99	13.99
MARTENS ACE HARDWARE	ADAPTER/TEE/ELBOW - SCHLIEVE FIELD IRRIGATION	05/08/2025	243820	100-20-5525-3-36	16.97	16.97
Total MARTENS ACE HARDWARE:						1,183.55
MENARDS - BEAVER DAM						
MENARDS - BEAVER DAM	PARTS/SUPPLIES - WEST END TENNIS COURT REPAIRS	05/08/2025	74629	100-20-5525-3-36	239.35	239.35
Total MENARDS - BEAVER DAM:						239.35
MICK FISCHER TROPHY AND ENGRAVING						
MICK FISCHER TROPHY AND ENGRA	RETIREMENT PLAQUE - OPPERMANN	05/08/2025	4583	100-50-5244-3-38	195.60	195.60
MICK FISCHER TROPHY AND ENGRA	LASER ENGRAVED MUGS	05/08/2025	4775	100-40-5211-3-38	540.00	540.00
Total MICK FISCHER TROPHY AND ENGRAVING:						735.60
MSA PROFESSIONAL SERVICES INC						
MSA PROFESSIONAL SERVICES INC	SIGN GIS CONFIGURATION	05/08/2025	015568	100-70-5420-3-38	5,842.50	5,842.50
MSA PROFESSIONAL SERVICES INC	2025 STORMWATER SERVICES	05/08/2025	015646	700-10-5192-3-38	3,603.20	3,603.20

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Total MSA PROFESSIONAL SERVICES INC:						9,445.70
NAPA AUTO PARTS-WAUPUN						
NAPA AUTO PARTS-WAUPUN	GAT - SHOP SUPPLIES	05/08/2025	437144	100-70-5411-3-36	4.92	4.92
NAPA AUTO PARTS-WAUPUN	TIRE BUFFER/UNIVERSAL CEMENT	05/08/2025	437145	100-70-5411-3-36	63.86	63.86
NAPA AUTO PARTS-WAUPUN	O-RINGS - SHOP SUPPLIES	05/08/2025	437170	100-70-5411-3-36	8.20	8.20
NAPA AUTO PARTS-WAUPUN	TIRE REP PLUG PATCH - SHOP SUPPLIES	05/08/2025	437204	100-70-5411-3-36	49.80	49.80
NAPA AUTO PARTS-WAUPUN	GASKET MAKER - SHOP SUPPLIES	05/08/2025	437423	100-70-5411-3-36	44.98	44.98
NAPA AUTO PARTS-WAUPUN	GROMMET/PLUG/LAMP/BRACKET/TU RN LIGHT - REPAIR REAR LIGHTING 28-03	05/08/2025	437738	100-70-5411-3-36	84.30	84.30
NAPA AUTO PARTS-WAUPUN	HYDRAULIC FILTER 157-18/SYTH PLUS - SHOP	05/08/2025	438207	100-70-5411-3-36	124.02	124.02
NAPA AUTO PARTS-WAUPUN	PERFORMANCE TOOL - SHOP	05/08/2025	438331	100-70-5411-3-38	86.99	86.99
NAPA AUTO PARTS-WAUPUN	U-BOLT - RAILROAD SIGN	05/08/2025	438698	100-70-5441-3-36	13.28	13.28
NAPA AUTO PARTS-WAUPUN	WIPERS - PD #8	05/08/2025	438846	100-40-5212-3-36	86.47	86.47
Total NAPA AUTO PARTS-WAUPUN:						566.82
NELSON, VICTORIA						
NELSON, VICTORIA	ATV/UTV SAFETY COURSE	05/08/2025	4-30-25	100-50-5244-3-38	36.87	36.87
Total NELSON, VICTORIA:						36.87
O'REILLY AUTOMOTIVE INC						
O'REILLY AUTOMOTIVE INC	RELAY - 12-18	05/08/2025	2391-180354	700-10-5192-3-36	10.50	10.50
O'REILLY AUTOMOTIVE INC	RELAYS - REPLACE - 12-18	05/08/2025	2391-180411	700-10-5192-3-36	7.49	7.49
O'REILLY AUTOMOTIVE INC	EXHAUST PIPE GASKET - 40-07	05/08/2025	2391-180913	100-70-5411-3-36	11.19	11.19
O'REILLY AUTOMOTIVE INC	OIL FILTER - #5 & #7	05/08/2025	2391-181836	100-40-5212-3-36	47.69	47.69
O'REILLY AUTOMOTIVE INC	OIL FILTERS/FUEL FILTERS - BILLED TO WAUPUN COMMUNITY FD	05/08/2025	2391-181892	100-13850	113.50	113.50
O'REILLY AUTOMOTIVE INC	FUEL FILTER/OIL FILTERS/AIR FILTERS - BILLED TO WAUPUN COMMUNITY FD	05/08/2025	2391-181893	100-13850	272.24	272.24
O'REILLY AUTOMOTIVE INC	FUEL FILTERS/OIL FILTERS - ANNUAL VEHICLE PM - 591	05/08/2025	2391-181894	100-50-5244-3-36	219.87	219.87
O'REILLY AUTOMOTIVE INC	AIR FILTERS/FUEL FILTER/OIL FILTERS - ANNUAL VEHICLE PM - 592	05/08/2025	2391-181895	100-50-5244-3-36	480.06	480.06
O'REILLY AUTOMOTIVE INC	FUEL FILTERS/COOLANT FILTER/OIL FILTERS/AIR FILTERS - ANNUAL VEHICLE MAIN - 593	05/08/2025	2391-181896	100-50-5244-3-36	351.18	351.18
O'REILLY AUTOMOTIVE INC	OIL FILTERS/AIR FILTER/FUEL FILTER - ANNUAL VEHICLE PM - 594	05/08/2025	2391-181897	100-50-5244-3-36	332.44	332.44
O'REILLY AUTOMOTIVE INC	OIL FILTERS - 157-18 & 152-20	05/08/2025	2391-182640	100-70-5411-3-36	30.50	30.50
Total O'REILLY AUTOMOTIVE INC:						1,876.66
PAYMENT SERVICE NETWORK INC						
PAYMENT SERVICE NETWORK INC	CITY OF WAUPUN CLINIC PAYMENTS - 03/01/25-03/31/25	04/28/2025	309179	100-10-5256-3-38	14.00	14.00
Total PAYMENT SERVICE NETWORK INC:						14.00
PETTY CASH-CITY HALL						
PETTY CASH-CITY HALL	START UP CASH DRAWER FOR AQUATIC CENTER	05/08/2025	5-1-25	100-11801	300.00	300.00
PETTY CASH-CITY HALL	REFUND - UTILITES - OVERPAYMENT ON INVOICE	05/08/2025	5-1-25-2	100-13850	26.60	26.60
PETTY CASH-CITY HALL	REIMBURSE CLAIRE PETERSEN - DROP OF FDL ELECTION MACHINE FOR MAINT - PD ONE WAY	05/08/2025	5-8-25	100-10-5142-3-37	14.00	14.00

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Total PETTY CASH-CITY HALL:						340.60
PETTY CASH-POLICE DEPT						
PETTY CASH-POLICE DEPT	LEGACY RECYCLING - E-CYCLE 4 COMPUTER MONITORS	05/08/2025	4-30-25	100-40-5211-3-38	20.00	20.00
Total PETTY CASH-POLICE DEPT:						20.00
PIGGLY WIGGLY DISCOUNT FOODS						
PIGGLY WIGGLY DISCOUNT FOODS	SUPPLIES - GARAGE	05/08/2025	9141	100-70-5410-3-38	76.14	76.14
Total PIGGLY WIGGLY DISCOUNT FOODS:						76.14
PROS 4 TECHNOLOGY INC						
PROS 4 TECHNOLOGY INC	IT MANAGEMENT MAY 2025	05/08/2025	56585	100-10-5197-3-38	2,785.00	2,785.00
PROS 4 TECHNOLOGY INC	AGREEMENT ADVANCED SECURITY MAY 2025	05/08/2025	56586	100-10-5197-3-38	742.00	742.00
PROS 4 TECHNOLOGY INC	MICROSOFT 365 AGREEMENT MAY 2025	05/08/2025	56587	100-10-5197-3-38	209.50	209.50
PROS 4 TECHNOLOGY INC	BACKUP MANAGEMENT MAY 2025	05/08/2025	56588	100-10-5197-3-38	80.00	80.00
PROS 4 TECHNOLOGY INC	DOOR ACCESS CONTROL DOORS COMM CENTER MAY 2025	05/08/2025	56589	100-20-5511-3-38	70.00	70.00
Total PROS 4 TECHNOLOGY INC:						3,886.50
REINDERS INC						
REINDERS INC	BRAKE PAD SERV KIT/OIL FILTERS - 152-20	05/08/2025	6070825-00	100-70-5411-3-36	217.76	217.76
Total REINDERS INC:						217.76
RENNERTS						
RENNERTS	PARTS - REPLACE FILL HOSE CONNECTION - 12-18	05/08/2025	4107	700-10-5192-3-36	200.45	200.45
Total RENNERTS:						200.45
RHODES, TARA						
RHODES, TARA	4-22-25 PER DIEM - POLICE & FIRE COMMISSION	05/08/2025	4-22-25	100-10-5210-3-38	40.00	40.00
RHODES, TARA	4-23-25 PER DIEM - POLICE & FIRE COMMISSION	05/08/2025	4-23-25	100-10-5210-3-38	40.00	40.00
Total RHODES, TARA:						80.00
ROCK GOLF CLUB						
ROCK GOLF CLUB	EMPLOYEE BANQUET 2025	05/08/2025	5-5-25	100-10-5534-3-38	2,065.00	2,065.00
Total ROCK GOLF CLUB:						2,065.00
SAFETY KLEEN						
SAFETY KLEEN	OIL SERVICE/USED OIL RECYCLE	05/08/2025	97094093	100-70-5411-3-36	675.00	675.00
Total SAFETY KLEEN:						675.00
SAGACIOUS SOLUTIONS INC						
SAGACIOUS SOLUTIONS INC	REIMBURSE OVERPAYMENT FOR BUILDING PERMIT CK#2876	04/30/2025	4-30-25	100-13850	49.80	49.80

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Total SAGACIOUS SOLUTIONS INC:						49.80
SANABRIA, JOSE EMELIO						
SANABRIA, JOSE EMELIO	REIMBURSEMENT FROM RESTITUTION PD BY YOUNG	05/08/2025	5-5-25	220-21120	490.00	490.00
Total SANABRIA, JOSE EMELIO:						490.00
SHERWIN INDUSTRIES						
SHERWIN INDUSTRIES	HP CONCRETE COLD PATCH	05/08/2025	SS106554	100-70-5431-3-36	1,246.47	1,246.47
Total SHERWIN INDUSTRIES:						1,246.47
SHINY WASH						
SHINY WASH	VIP CAR WASH CARD FOR PD	05/08/2025	220012	100-40-5212-3-36	400.00	400.00
Total SHINY WASH:						400.00
STOBB PLUMBING & HEATING INC						
STOBB PLUMBING & HEATING INC	SLOAN REPAIR KIT - AQUATIC CENTER	05/08/2025	16718	100-20-5523-3-36	104.95	104.95
STOBB PLUMBING & HEATING INC	TESTED BACKFLOW PREVENTERS	05/08/2025	16752	100-70-5410-3-36	1,200.00	1,200.00
STOBB PLUMBING & HEATING INC	PARTS - STREET SWEEPER - 12-18	05/08/2025	16757	700-10-5192-3-36	18.15	18.15
Total STOBB PLUMBING & HEATING INC:						1,323.10
STREICHER'S						
STREICHER'S	2 RIFLES, 2 SUPPRESSORS, 2 SIGHTS	05/08/2025	1759024	410-40-5211-4-00	871.02	871.02
Total STREICHER'S:						871.02
SUMMIT COMMERCIAL FITNESS INC						
SUMMIT COMMERCIAL FITNESS INC	FITNESS CENTER MACHINE MAINTENANCE	05/08/2025	30042	100-20-5511-3-38	360.00	360.00
Total SUMMIT COMMERCIAL FITNESS INC:						360.00
THURMER, MIKE						
THURMER, MIKE	4-22-25 PER DIEM - POLICE & FIRE COMMISSION	05/08/2025	4-22-25	100-10-5210-3-38	40.00	40.00
THURMER, MIKE	4-23-25 PER DIEM - POLICE & FIRE COMMISSION	05/08/2025	4-23-25	100-10-5210-3-38	40.00	40.00
Total THURMER, MIKE:						80.00
TOP PACK DEFENSE						
TOP PACK DEFENSE	VEST - KONKEL	05/08/2025	16034	410-40-5211-4-00	675.00	675.00
Total TOP PACK DEFENSE:						675.00
TRU CLEANERS LLC						
TRU CLEANERS LLC	EXTRA CLEANING @ NEW COMM CENTER - 12/24/24 - 4/26/25	05/08/2025	CW041525	100-20-5511-3-38	2,137.50	2,137.50
TRU CLEANERS LLC	CLEANING SERVICE FOR CITY OF WAUPUN - FOR APRIL 2025	05/08/2025	CW050125	100-70-5410-3-38	4,217.37	4,217.37
Total TRU CLEANERS LLC:						6,354.87

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
US CELLULAR						
US CELLULAR	ECONOMIC DEVELOPER/ADMINISTRATOR CELL PHONE - APR 2025	05/08/2025	0724029464	100-10-5191-3-31	388.08	388.08
Total US CELLULAR:						388.08
VANDEZANDE & KAUFMAN, LLP						
VANDEZANDE & KAUFMAN, LLP	TID 9 LEGAL FEES	05/08/2025	APR2025	419-70-5435-3-39	6,580.00	6,580.00
Total VANDEZANDE & KAUFMAN, LLP:						6,580.00
WAUPUN AREA ANIMAL SHELTER INC						
WAUPUN AREA ANIMAL SHELTER IN	MONTHLY CONTRACT - MAY 2025	05/08/2025	MAY2025	100-40-5343-3-38	1,000.00	1,000.00
Total WAUPUN AREA ANIMAL SHELTER INC:						1,000.00
WAUPUN UTILITIES						
WAUPUN UTILITIES	VERIZON CHARGES - DPW I-PADS - APRIL 2025	05/08/2025	6384	100-70-5420-3-31	65.01	65.01
Total WAUPUN UTILITIES:						65.01
WELLS FARGO PAYMENT REMITT						
WELLS FARGO PAYMENT REMITT	HEXCO - CREDIT - SPROCET KIT	04/28/2025	ANGIE-FEB25	100-13850	246.55	246.55
WELLS FARGO PAYMENT REMITT	WI STATE FIRE CHIEF'S ASSOC - CREDIT	04/28/2025	BJ-FEB25/MA	100-50-5244-3-34	523.13	523.13
WELLS FARGO PAYMENT REMITT	SPECTRUM BILL - LIBRARY - 03/04/25- 04/03/25	04/28/2025	BRET-MAR25	210-60-5511-3-31	179.97	179.97
WELLS FARGO PAYMENT REMITT	GRAINGER - STEEL WIND TURBINE - MCCUNE BATHROOM	04/28/2025	JEFF-FEB25/	100-20-5525-3-36	648.26	648.26
WELLS FARGO PAYMENT REMITT	WELLS FARGO CASH BACK CREDIT	04/28/2025	JEREMY-MAR	400-48-4813-0-00	2,661.75	2,661.75
WELLS FARGO PAYMENT REMITT	GUTH'S - ICE FEST/SCULPTURE TOUR MEETING	04/28/2025	KATHY-FEB25	100-80-5670-3-37	14.30	14.30
WELLS FARGO PAYMENT REMITT	WELLS FARGO CASH BACK CREDIT	04/28/2025	PAM-MAR25	400-48-4813-0-00	63.78	63.78
WELLS FARGO PAYMENT REMITT	DOLLAR TREE - COMMUNITY CENTER	04/28/2025	RACHEL-FEB	100-20-5511-3-38	96.50	96.50
WELLS FARGO PAYMENT REMITT	PAYPAL - ADVANCED POLICE	05/08/2025	TED-MAR25	100-40-5215-3-37	364.90	364.90
Total WELLS FARGO PAYMENT REMITT:						4,799.14
WI DEPT OF JUSTICE						
WI DEPT OF JUSTICE	G3369 - BACKGROUND CHECKS - APRIL 2025	05/08/2025	G3369-APR25	100-40-5213-3-38	217.00	217.00
Total WI DEPT OF JUSTICE:						217.00
WI DEPT OF REVENUE						
WI DEPT OF REVENUE	WI MONTHLY STATE TAX - POOL	04/28/2025	4-28-25	100-46-4676-0-00	1.00	1.00
Total WI DEPT OF REVENUE:						1.00
YMCA OF DODGE COUNTY						
YMCA OF DODGE COUNTY	2025 CONTRACT FEE	05/08/2025	5-5-25	100-20-5523-3-38	1,500.00	1,500.00
Total YMCA OF DODGE COUNTY:						1,500.00
YOUNGER, MARISSA						
YOUNGER, MARISSA	INSTAGRAM REEL FOR CITY OF WAUPUN/REIMBURSEMENT DINING/TRAVEL	05/08/2025	157	430-70-5436-3-38	664.00	664.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total YOUNGER, MARISSA:						664.00
Grand Totals:						283,715.50

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-10-5110-3-37	200.00	.00	200.00
100-10-5110-3-38	106.57	.00	106.57
100-10-5131-3-31	40.00	.00	40.00
100-10-5141-3-31	67.07	.00	67.07
100-10-5141-3-37	40.00	.00	40.00
100-10-5142-1-10	60.00	.00	60.00
100-10-5142-3-37	39.90	.00	39.90
100-10-5142-3-38	263.60	.00	263.60
100-10-5157-3-38	15,849.75	.00	15,849.75
100-10-5161-3-38	3,580.00	.00	3,580.00
100-10-5191-3-31	67.07	.00	67.07
100-10-5197-3-31	282.50	.00	282.50
100-10-5197-3-38	3,830.49	.00	3,830.49
100-10-5210-3-38	320.00	.00	320.00
100-10-5255-3-38	5,500.00	2,580.00-	2,920.00
100-10-5256-3-38	14.00	.00	14.00
100-10-5534-3-38	2,065.00	.00	2,065.00
100-11801	300.00	.00	300.00
100-12634	21.34	.00	21.34
100-13850	436.24	194.24-	242.00
100-20-5511-3-31	111.66	.00	111.66
100-20-5511-3-32	462.04	.00	462.04
100-20-5511-3-36	7.99	.00	7.99
100-20-5511-3-38	2,920.17	.00	2,920.17
100-20-5512-3-32	218.19	.00	218.19
100-20-5513-3-32	58.86	.00	58.86
100-20-5523-3-32	88.52	.00	88.52
100-20-5523-3-36	212.16	.00	212.16
100-20-5523-3-38	1,500.00	.00	1,500.00
100-20-5525-3-36	798.65	.00	798.65
100-21100	2,869.24	79,725.00-	76,855.76-
100-30-5152-3-38	3,207.03	.00	3,207.03
100-40-5211-3-30	34.95	.00	34.95
100-40-5211-3-31	110.20	.00	110.20
100-40-5211-3-32	218.49	.00	218.49
100-40-5211-3-37	631.00	.00	631.00
100-40-5211-3-38	785.18	.00	785.18
100-40-5212-3-36	839.11	.00	839.11
100-40-5212-3-38	2,407.96	.00	2,407.96
100-40-5213-3-38	217.00	.00	217.00
100-40-5215-3-37	364.90	.00	364.90
100-40-5215-3-38	2,293.39	.00	2,293.39
100-40-5343-3-38	1,000.00	.00	1,000.00
100-45-4511-0-00	15.00	.00	15.00
100-46-4676-0-00	1.00	.00	1.00
100-50-5244-3-32	122.90	.00	122.90

GL Account	Debit	Credit	Proof
100-50-5244-3-34	475.00	95.00-	380.00
100-50-5244-3-36	1,383.55	.00	1,383.55
100-50-5244-3-38	796.56	.00	796.56
100-70-5410-3-32	1,454.29	.00	1,454.29
100-70-5410-3-36	4,346.50	.00	4,346.50
100-70-5410-3-38	4,718.70	.00	4,718.70
100-70-5411-3-36	2,028.45	.00	2,028.45
100-70-5411-3-38	6,546.64	.00	6,546.64
100-70-5412-3-31	108.65	.00	108.65
100-70-5412-3-32	641.69	.00	641.69
100-70-5412-3-36	122.23	.00	122.23
100-70-5412-3-38	36.00	.00	36.00
100-70-5420-3-31	200.01	.00	200.01
100-70-5420-3-38	3,037.50	.00	3,037.50
100-70-5431-3-36	444.72	.00	444.72
100-70-5441-3-36	1,522.36	.00	1,522.36
100-70-5613-3-38	137.97	.00	137.97
100-80-5670-3-37	14.30	.00	14.30
210-21100	.00	306.80-	306.80-
210-60-5511-3-31	230.71	.00	230.71
210-60-5511-3-44	76.09	.00	76.09
220-21100	.00	658.00-	658.00-
220-21120	490.00	.00	490.00
220-40-5212-3-38	168.00	.00	168.00
230-21100	.00	9,560.55-	9,560.55-
230-30-5241-3-38	9,560.55	.00	9,560.55
400-20-5512-8-00	45,019.50	.00	45,019.50
400-20-5525-8-00	39,759.00	.00	39,759.00
400-21100	233.65	84,778.50-	84,544.85-
400-48-4813-0-00	.00	233.65-	233.65-
410-21100	.00	52,698.90-	52,698.90-
410-40-5211-4-00	51,568.90	.00	51,568.90
410-50-5231-4-00	1,130.00	.00	1,130.00
419-21100	.00	3,000.00-	3,000.00-
419-70-5435-3-39	3,000.00	.00	3,000.00
420-21100	202.21	12,869.00-	12,666.79-
420-70-5436-3-38	12,869.00	202.21-	12,666.79
425-21100	760.69	35,276.20-	34,515.51-
425-70-5476-3-38	35,276.20	760.69-	34,515.51
430-21100	.00	664.00-	664.00-
430-70-5436-3-38	664.00	.00	664.00
502-10-5820-3-38	91.80	.00	91.80
502-21100	.00	91.80-	91.80-
700-10-5191-3-38	424.99	.00	424.99
700-10-5192-3-36	2,263.34	.00	2,263.34
700-10-5192-3-38	5,464.21	.00	5,464.21
700-21100	.00	8,152.54-	8,152.54-
Grand Totals:	291,847.08	291,847.08-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Invoice.Batch = "A","043025","050525","051325"



AGENDA SUMMARY SHEET

MEETING DATE: 5/13/25
AGENDA SECTION: CONSIDERATION-ACTION
PRESENTER: Kathy Schlieve, Administrator

TITLE: Placement of Sculpture at Waupun Community Center and Use of Tourism Dollars to Support Sculpture Selection in 2025 and 2026

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Economic Vitality	\$3K (previously approved)	

ISSUE SUMMARY:

Waupun City of Sculpture (DBA Create Waupun) has finalized sculpture selection for 2025-2026. The attached sheet outlines selection, sponsorships and placement for each sculpture. Earlier this year, you authorized use of tourism funds for placement of the sculpture "What the Future Holds" at the Community Center. That sculpture has since been acquired by another community and is no longer available. We are requesting that the funds be redirected toward a community campaign to acquire the sculpture "Catching the Wind" as a permanent installation. Clarence A. Shaler holds a patent for kite design, which he tested here in Waupun. Catching the Wind is a symbol of imagination, progress, and the joy of discovery and celebrates Shaler's legacy of innovation and invention in Waupun.

STAFF RECOMENDATION:

Staff recommends approval of selection and placement, and redirection of tourism funds to acquisition of Catching the Wind

ATTACHMENTS:

Sculpture Selection and Placement

RECOMENDED MOTION:

Motion to authorize selection and placement of sculptures as part of the 2025-2026 Waupun Sculpture tour and to redirect funds for 2025 sculpture sponsorship to acquisition of Catching the Wind sculpture.

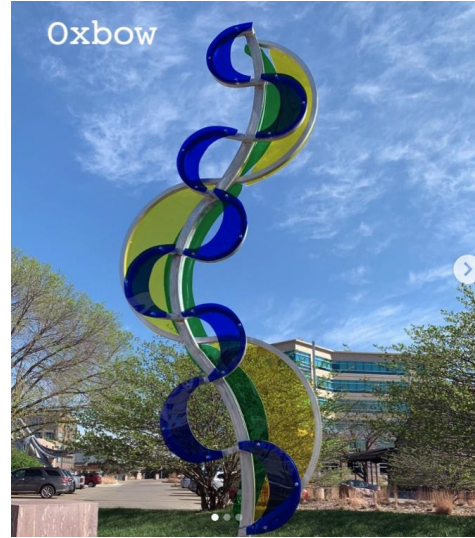
1. We Can Do It (Purchased)



Permanent Installation

Remains in current location

2. Oxbow (Sponsor: Horicon Bank)



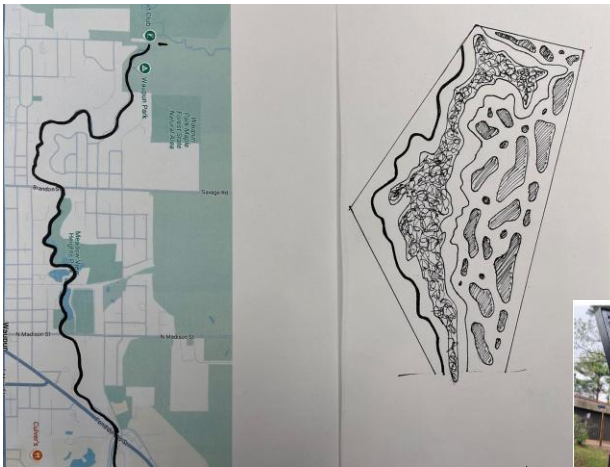
Near Horicon Bank

3. Saturday Distraction (Sponsor: WFA)



Near Charming Reads / Heritage Museum

4. Eddies & Etching (Grant Funded – WI Waterways)



Custom Design – Rock River

Harris Mill Park



EXAMPLE: ➡

5. Catching the Wind (Sponsors: Historical Society; DLWR; BD Foundation; SSM Health)



Fundraising Campaign to Permanently Install

Historical Connection: Storytelling Shaler's Kite Patent

Purchase Price: \$15,100 (\$10K raised)

UPDATE: UNAVAILABLE



Requesting redirection of funds to Catching the Wind Installation

Waupun Education Foundation Grant for Otocast App



AGENDA SUMMARY SHEET

MEETING DATE: 5/13/25

TITLE: Ordinance to amend Ch.6.05(3) (e) entitled
Traffic Code-No Parking on Industrial Drive and
S. Watertown Street

AGENDA SECTION: DISCUSSION

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	Sign and post cost	

ISSUE SUMMARY:

Public Works has received and are working on parking complaints along Industrial Dr. which is due to increased semi traffic at the new loading area for Wisconsin Dairies. The new loading dock is near the existing dock for King Manufacturing. If trucks park directly across from King's dock, they have issues accessing it. The no parking area would be starting 400' west of S. Watertown St. and continue west for 140'.

We have added some new signs to not block the driveway as well as painting the driveway areas yellow. We have seen positive results from the previous work.

STAFF RECOMMENDATION:

Accept the recommendation from the Board of Public Works

This will be for Council review and recommendation for possible continuation. If continuation is recommended, the draft ordinance will be forwarded for legal review and brought before a future meeting of the Council for adoption consideration.

ATTACHMENTS:

Draft ordinance
Map of area

RECOMMENDED MOTION:

Motion to continue with amending Ch. 6.05(3) entitled Traffic Code to create section (e) for No Parking on Industrial Drive and S. Watertown.

ORDINANCE NUMBER 25-_____

AN ORDINANCE TO AMEND CHAPTER SIX OF THE MUNICIPAL CODE OF THE
CITY OF WAUPUN ENTITLED “TRAFFIC CODE.”

THE COMMON COUNCIL OF THE CITY OF WAUPUN, DO ORDAIN:

SECTION 1: Section 6.05 (3) (e) of the Waupun Municipal Code entitled “No
Parking” is amended to create the following subsection:

151.. On the north side of Industrial Dr commencing 400 feet west of the west
curb line of S Watertown St and continuing west for a distance of 140 feet.

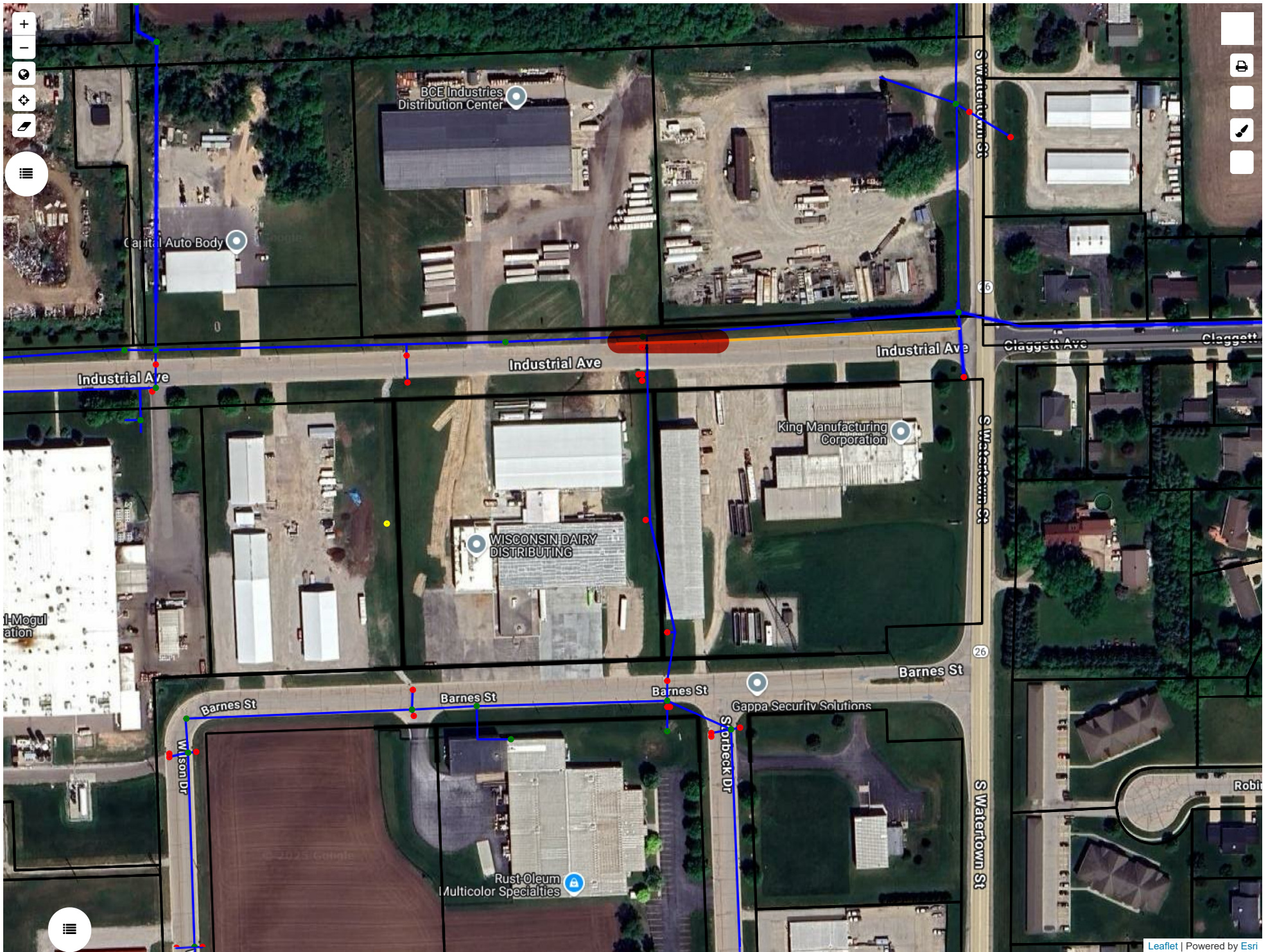
SECTION 2: This Ordinance shall be in full force and effect upon its passage
and publication as provided by law.

Enacted this _____ day of _____, 2025

Rohn W Bishop,
Mayor

ATTEST:

Angela J. Hull
City Clerk/Treasurer





AGENDA SUMMARY SHEET

MEETING DATE: 5/13/25

TITLE: Notice of Cancellation of CDBG RLF for Home Rehabilitation Program

AGENDA SECTION: DISCUSSION-REVIEW

PRESENTER: Kathy Schlieve, City Administrator

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

ISSUE SUMMARY:

The Department of Administration (DOA) is discontinuing the CDBG Small Cities RLF for housing, which funds the City's Housing Rehabilitation Program. We will continue with the program until HUD publishes a closure date, which is anticipated later this fall. The program has been used extensively in Waupun to support needed home repairs and generally has a wait list. Sixty-nine (69) properties have outstanding loans at this time. The following balance is from our submitted audit report as of 12/31/24:

Total Funds Spent	\$1,584,729.15
Less Grant Funds	\$155,492.21
Less Principal Paid	\$483,300.05
Less Projects Fell Thru	\$0.00
Less Bankruptcy, etc.	\$0.00
Accounts Receivable	\$945,936.89

We do receive regular phone calls from residents seeking assistance and this has been a program we have referred people to when faced with a code compliance issues, especially if they do not have the funds available to make needed repairs.

STAFF RECOMENDATION:

DOA suggested that there may be a new program replacing this at some point in the future and we will continue to monitor developments on that front. The City has established an affordable housing fund using TID 1 closure/carryover (~\$240K). I would recommend that we consider how we can leverage that small fund to support ongoing needs of this type and/or research alternative funds to refer homeowners to when needed.

ATTACHMENTS:

RECOMENDED MOTION: