



A G E N D A
CITY OF WAUPUN SPECIAL COMMON COUNCIL
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, September 30, 2025 at 5:30 PM

VIRTUAL AND TELECONFERENCE ACCESS AVAILABLE

Virtually: <https://us02web.zoom.us/j/81751337789?wd=R2V6MDhuMUthSGNs1QvYjRybWJ1QT09>

Teleconference: 1 312 626 6799

Meeting ID: 817 5133 7789

Passcode: 746846

CALL TO ORDER

ROLL CALL

CONSIDERATION - ACTION

- [1.](#) Jason and Emily Engelhardt Annexation Petition to detach property address W11415 Hawthorne Drive, Waupun (#T21141599HA12000) from Township of Waupun, Fond Du lac County, and be annexed to the City of Waupun
- [2.](#) Certified Survey Map- Benjamin & Leah Buteyn Combining Parcels 66 Birdie (WPN-14-15-99-FA-180-00) and 62 Birdie (WPN-14-15-99-FA-470-00)
- [3.](#) Award 2025 Sidewalk Management Program Bid
- [4.](#) Resolution for Inclusion Under the Income Continuation Insurance Plan
- [5.](#) Offer to Purchase a Portion of Lot 1 of Dodge County CSM 7085 (Dodge County Tax Parcel 292-1315-0844-003) with CTS Holdings LLC

ORDINANCES-RESOLUTIONS

- [6.](#) Ordinance to Repeal and Recreate Ch 10.15 entitled Health and Sanitation-Collection of Recyclable Material

DISCUSSION-REVIEW

- [7.](#) Fire and Emergency Services Agreement By and Between the Town of Chester, Town of Trenton, Town of Waupun and City of Waupun

CONSENT AGENDA

- [8.](#) Future Meetings, License and Permit Applications, Expenses

MEETING MINUTES

- [9.](#) Library 6-18-25
- [10.](#) Economic Development 7-23-25
- [11.](#) Utility Commission 8-11-25
- [12.](#) Board of Public Works 8-12-2025
- [13.](#) Plan Commission 8-20-2025
- [14.](#) Common Council 8-26-25
- [15.](#) Common Council 9-9-25
- [16.](#) Library Board 9-17-25
- [17.](#) Board of Review 9-24-25

DEPARTMENT REPORTS

- [18.](#) Police Department
- [19.](#) Fire Department
- [20.](#) Library
- [21.](#) Recreation

- [22.](#) Public Works
- [23.](#) Utilities
- [24.](#) Finance
- 25. City Clerk-Treasurer-HR
- [26.](#) Administrator-Economic Development

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.

ORDINANCE # 25- ____

**AN ORDINANCE TO ANNEX REAL ESTATE LOCATED IN THE TOWN OF WAUPUN
TO THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN**

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

SECTION 1: Real estate described on the attached Exhibit "A," currently owned by Jason R. Engelhardt and Emily J. Engelhardt, is detached from the Township of Waupun and annexed to the City of Waupun, Fond Du Lac County, Wisconsin, all in accordance with Wis. Stat. § 66.0217(2), this being a direct annexation by unanimous approval of all qualified electors residing in the territory to be annexed.

SECTION 2: The real estate shall be zoned R-1 Single Family Residential District for zoning purposes until the zoning map may otherwise be amended.

SECTION 3: The real estate shall be placed in Ward 11 of the Sixth Aldermanic District for the City of Waupun, Fond Du Lac County, Wisconsin.

SECTION 4: The population of the territory to be annexed is five (5).

Adopted and Effective this ____ day of _____ 2025.

Rohn W. Bishop
Mayor

ATTEST:

Angela J. Hull
City Clerk/Treasurer

EXHIBIT "A"

PROPERTY DESCRIPTION

Lands being Lot 3 & the east 40 feet of Lot 4, Block 3 of Harry H. Hoard Hawthorn Park and being located in the SW 1/4 of the NE 1/4 of Section 32, Town 14 North, Range 15 East, in the Town of Waupun, Fond du Lac County, Wisconsin.

COMMENCING at the North 1/4 Corner of Section 32, Town 14 North, Range 15 East in the Town of Waupun, Fond du Lac County, Wisconsin, thence S 89°55'31" E, 1155.54 feet along the north line of the NE 1/4 of said Section 32 to the northerly extension of the east line of Lot 3, Block 3 of Harry H. Hoard Hawthorn Park; thence S 02°22'47" W, 1320.74 feet along the northerly extension of the east line of Lot 3, Block 3 of Harry H. Hoard Hawthorn Park to the northeast corner of said Lot 3 and the POINT OF BEGINNING; thence continuing S 02°22'47" W, 178.52 feet along the east line of Lot 3, Block 3 of Harry H. Hoard Hawthorn Park and its southerly extension thereof to the centerline of Hawthorne Drive; thence N 89°58'12" W, 95.08 feet along the centerline of Hawthorne Drive to the southerly extension of the west line of the east 40 feet of Lot 4, Block 3 of Harry H. Hoard Hawthorn Park; thence N 02°22'47" E, 178.56 feet along the west line of the east 40 feet of Lot 4, Block 3 of Harry H. Hoard Hawthorn Park and its southerly extension thereof to the north line of said Lot 4; thence S 89°56'51" E, 95.08 feet along the north line of Lots 3 & 4, Block 3 of Harry H. Hoard Hawthorn Park to the POINT OF BEGINNING.

Property Address: W11415 Hawthorne Drive, Waupun, WI 53963

Tax Parcel Number: T21141599HA12000



PROJECT NO. 00212056

SURVEYOR B. BUCHDA

DRAWN BY:

FILE: HAWTHORN DRIVE ANNEXATION.DWG

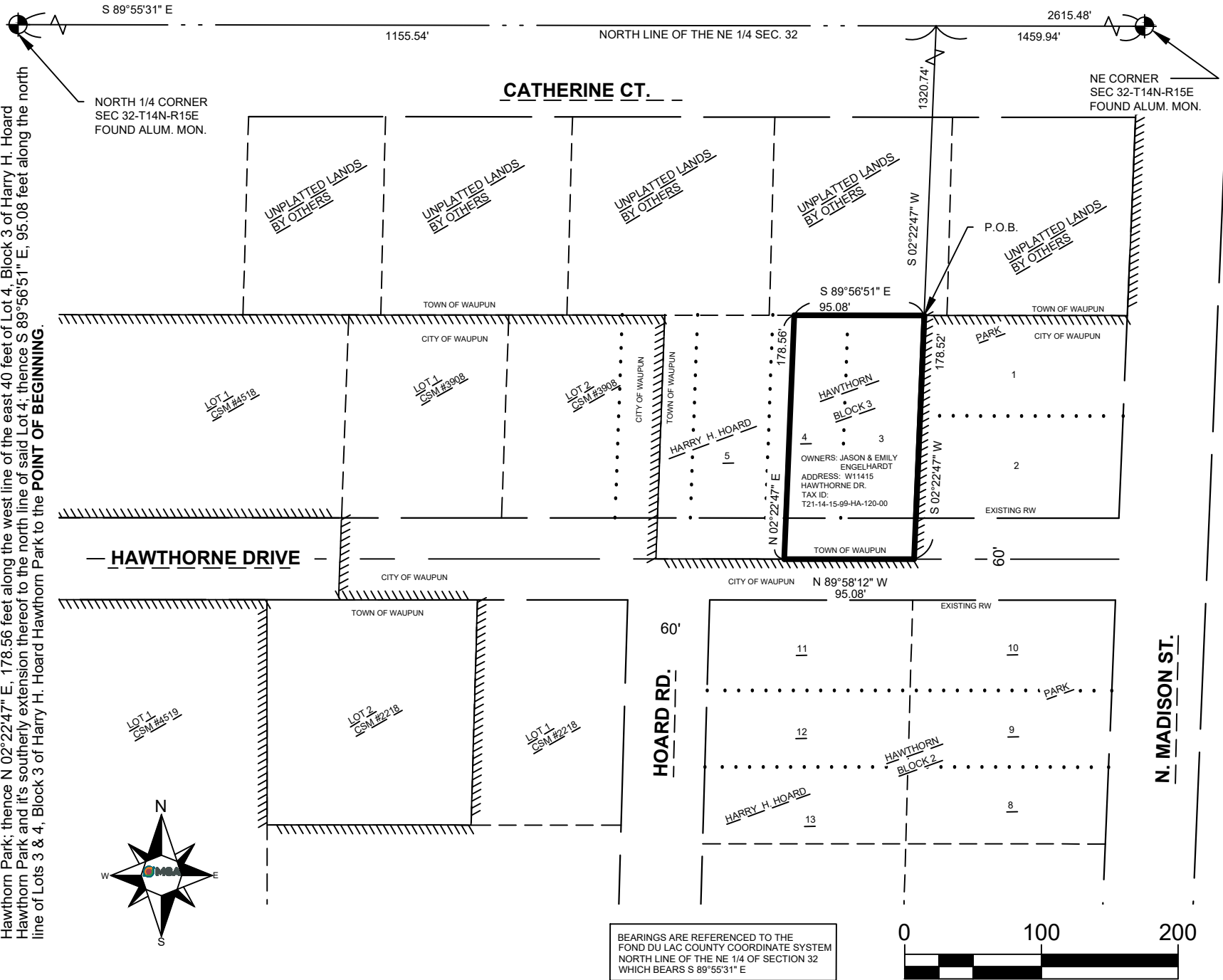
SHEET NO. 1 OF 1

ANNEXATION MAP

LEGAL DESCRIPTION

Lands being Lot 3 & the east 40 feet of Lot 4, Block 3 of Harry H. Hoard Hawthorn Park and being located in the SW 1/4 of the NE 1/4 of Section 32, Town 14 North, Range 15 East, in the Town of Waupun, Fond du Lac County, Wisconsin.

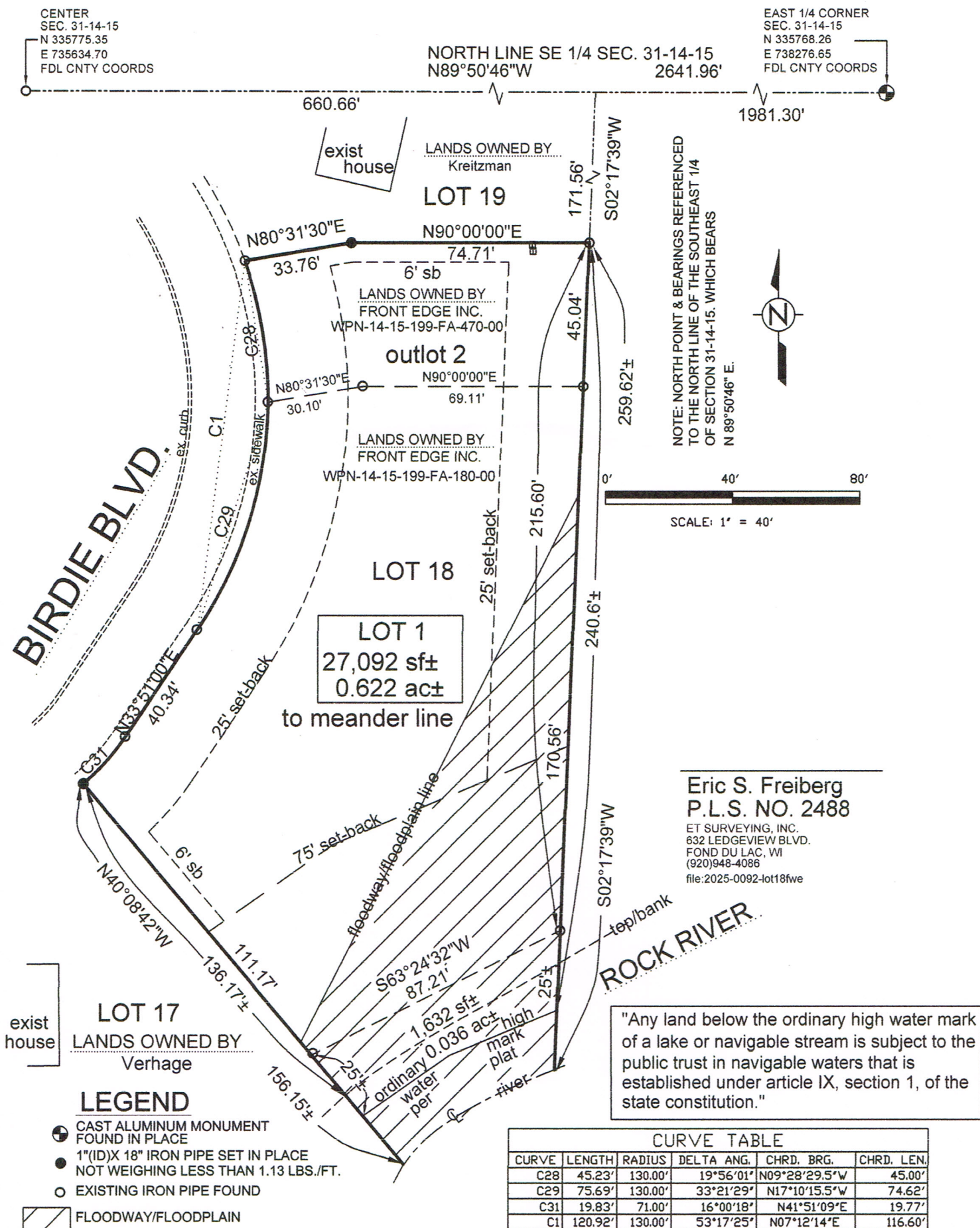
COMMENCING at the North 1/4 Corner of Section 32, Town 14 North, Range 15 East in the Town of Waupun, Fond du Lac County, Wisconsin, thence S 89°55'31" E, 1155.54 feet along the north line of the NE 1/4 of said Section 32 to the northerly extension of the east line of Lot 3, Block 3 of Harry H. Hoard Hawthorn Park; thence S 02°22'47" W, 1320.74 feet along the northerly extension of the east line of Lot 3, Block 3 of Harry H. Hoard Hawthorn Park to the northeast corner of said Lot 3 and the **POINT OF BEGINNING**; thence continuing S 02°22'47" W, 178.52 feet along the east line of Lot 3, Block 3 of Harry H. Hoard Hawthorn Park and its southerly extension thereof to the centerline of Hawthorne Drive; thence N 89°58'12" W, 95.08 feet along the centerline of Hawthorne Drive to the southerly extension of the west line of the east 40 feet of Lot 4, Block 3 of Harry H. Hoard Hawthorn Park; thence N 02°22'47" E, 178.56 feet along the west line of the east 40 feet of Lot 4, Block 3 of Harry H. Hoard Hawthorn Park; and it's southerly extension thereof to the north line of said Lot 4; thence S 89°56'51" E, 95.08 feet along the north line of Lots 3 & 4, Block 3 of Harry H. Hoard Hawthorn Park to the **POINT OF BEGINNING**.



BEARINGS ARE REFERENCED TO THE
FOND DU LAC COUNTY COORDINATE SYSTEM
NORTH LINE OF THE NE 1/4 OF SECTION 32
WHICH BEARS S 89°55'31" E

CERTIFIED SURVEY MAP FOR

BENJAMIN & LEAH BUTEYN
COMBINING LOT 18 AND OUTLOT 2
OF THE PLAT OF FAIRWAY ESTATES
IN THE NW 1/4 OF THE SE 1/4
OF SECTION 31, T. 14 N. - R. 15 E.
CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN



Eric S. Freiberg
P.L.S. NO. 2488

ET SURVEYING, INC.
832 LEDGEVIEW BLVD.
FOND DU LAC, WI
(920)948-4086
file:2025-0092-lot18fwe

"Any land below the ordinary high water mark of a lake or navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution."

CERTIFIED SURVEY MAP

COMBINING LOT 18 & OUTLOT 2 OF THE PLAT OF FAIRWAY ESTATES
BEING LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31,
TOWNSHIP 14 NORTH - RANGE 15 EAST,
CITY OF WAUPUN,
FOND DU LAC COUNTY, WISCONSIN

SURVEYOR’S CERTIFICATE

I, Eric S. Freiberg, Professional Land Surveyor of the State of Wisconsin, hereby certify that by the direction of Benjamin & Leah Buteyn, I have surveyed, mapped and combined Lot 18 and Outlot 2 of the Plat of Fairway Estates recorded as Document No. 834659 of the Fond du Lac County Register of Deeds Office being located in the Northwest 1/4 of the Southeast 1/4 Section 31, Township 14 North-Range 15 East, City of Waupun, Fond du Lac County, Wisconsin, being more particularly described as follows:

All of said Lot 18 and all of said Outlot 2 and containing 0.622 Acres (27,092 Sq. Ft.) of land more or less and an additional 0.036 Acres (1,632 Sq. Ft.) of land more or less between the meander line and the West shoreline of the Rock River and being subject to all easements and restrictions of record.

That such is a correct representation of all exterior boundaries of the land surveyed.

That I have fully complied with the provisions of Chapter 236.34 of the State of Wisconsin Statutes and the City of Waupun Subdivision Ordinance in surveying, dividing and mapping the same.

Eric S. Freiberg P.L.S. No. 2488
ET Surveying, INC.
632 Ledgeview Blvd.
Fond du Lac, WI
(920)948-4086

CITY OF WAUPUN APPROVAL

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

Rohn Bishop, Mayor

Date

Angie Hull, City Clerk

Date

CERTIFIED SURVEY MAP

COMBINING LOT 18 & OUTLOT 2 OF THE PLAT OF FAIRWAY ESTATES
BEING LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31,
TOWNSHIP 14 NORTH - RANGE 15 EAST,
CITY OF WAUPUN,
FOND DU LAC COUNTY, WISCONSIN

OWNER'S CERTIFICATE

As owner(s), we hereby certify that we consented to the land described on this plat to be surveyed, mapped and divided as represented on the plat. We also certify that this plat is required by S.236.10 or 236.12 to be submitted to the following for approval or objection.

- 1) City of Waupun

Benjamin James Buteyn

Leah Marie Buteyn

STATE OF WISCONSIN)
SS
FOND DU LAC COUNTY)

Personally came before me this _____ day of _____, 20____ the above named to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
My commission expires: _____

Eric S. Freiberg P.L.S. No. 2488
ET Surveying, INC.
632 Ledgeview Blvd.
Fond du Lac, WI
(920)948-4086

Fond du Lac County, WI



PIN	WPN-14-15-99-FA-470-00	Street_address	
OwnerNames	BUTEYN, BENJAMIN J; BUTEYN, LEAH M	MunicipalityCode	20292
MailingAddress1	803 SUNSET CT	Municipality	CITY OF WAUPUN
MailingAddress2		PLSSLocation	
MailingCity	WAUPUN	Acres	0.106
MailingState	WI	LegalDescription	Refer to the source document for actual legal description. S31 T14N R15E FAIRWAY ESTATES OUTLOT 2
MailingZip	53963		



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 50 feet
 9/23/2025



AGENDA SUMMARY SHEET

MEETING DATE: 9/30/25

TITLE: Award 2025 Sidewalk Management Program Bid

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	\$27,454.14	

ISSUE SUMMARY:

Bids were opened 10:00AM on Tuesday September 23rd. We received two sealed bids. This is a budgeted item.

STAFF RECOMMENDATION:

Approve the low bid from Rennhack Construction Inc.

ATTACHMENTS:

2025 Sidewalk Management bid tab

RECOMMENDED MOTION:

Motion to award Rennhack Construction for the 2025 Sidewalk Management Program for the bid amount of \$27,454.14

SCOPE OF WORK

The work included under this contract for Sidewalk Construction shall consist of grading for such walks, furnishing crushed gravel base course under the walks, concrete and jointing materials for the walks, and constructing sidewalks, loading zones, and sidewalk driveway sections of concrete masonry, and restoring the site of the work. Such walks or similar structures shall be of the width and thickness directed by the Director for the particular location, and to the line and grade set by the Director.

				Rennhack Construction Inc. N3715 CTH G Reeseville WI 53579		Forward Contractors PO Box 396 Grafton WI 53024	
Item No	Quantity	Unit	Item Description	Bid Price	Total Amount	Bid Price	Total Amount
1	871.12	SQFT	4" Concrete Sidewalk	22.50	19,600.20	23.00	20,035.76
2	264.40	SQFT	6" Concrete Sidewalk	23.85	6,305.94	23.00	6,081.20
3	-	SQFT	8" Concrete Sidewalk		-	100.00	-
4	-	SQFT	Sidewalk & Driveway Removal		-	25.00	-
5	-	LNFT	Sawcut Asphalt Pavement		-	15.00	-
6	129.00	EACH	Drilled Sidewalk Bars (#4 X 12")	12.00	1,548.00	20.00	2,580.00
7	-	EACH	Install Detectable Warning Field - Supplied by City		-	50.00	-
8	-	LNFT	6" Wide Variable Concrete Pedestrian Curb		-	200.00	-
9	-	LNFT	30" Concrete Curb & Gutter - Standard		-	150.00	-
10	-	LNFT	Curb and Gutter Removal		-	30.00	-
11	-	SQFT	4½" Asphalt Pavement		-	30.00	-
Total					\$ 27,454.14		\$ 28,696.96



Resolution for Inclusion Under the Income Continuation Insurance Plan

Wisconsin Department
of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931
1-877-533-5020 (toll free)
Fax 608-267-4549
etf.wi.gov

RESOLVED, by the Common Council of the
(Governing Body)
City of Waupun
(Employer Legal Name)

that pursuant to the provisions of Section 40.61 of the Wisconsin Statutes,

Common Council hereby determines to offer the Income Continuation Insurance Plan
(Governing Body)

to eligible personnel through the program of the State of Wisconsin Group Insurance Board, and agrees to abide by the terms of the plan as set forth in the contract between the Group Insurance Board and the Administrator.

The resolution shall be effective on the later of the 1st of the month on or after 90 days following its receipt at the Department of Employee Trust Funds, or

_____; and
(specify a later effective date, 1st of month only)

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the State of Wisconsin Group Insurance Board to provide such Income Continuation Insurance.

Employers are required to pay a *minimum* contribution, which is equal to the gross premium for the 180-day elimination period. Employers may choose to contribute more to employees' premiums to an amount equal to the gross premium for a *shorter* elimination period. As elimination periods become shorter, the premium cost increases.

An employee can choose a shorter elimination period than that offered by their employer, and pay the difference in cost between their choice and the elimination period the employer for which the employer has elected to pay the gross premium.

For example, if an employer elects to pay for the full 90-day elimination period, = their employees will not have out-of-pocket premiums unless the employee elects the 60-day or 30-day elimination period. If the employee elected a shorter elimination period, the employee will pay the premium difference between that and the 90-day elimination period.

Elect one elimination period that your employer will pay the gross ICI premium for:

- | | |
|--|---|
| ☐ 30-day elimination period | ☐ 60-day elimination period |
| ☐ 90-day elimination period | ☐ 120-day elimination period |
| ☒ 180-day elimination period | (required minimum contribution) |

Complete the Certification on the next page.



Certification

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the above governing body on the _____ day of _____, _____ and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this _____ day of _____, _____.

Federal tax identification number (FEIN/TIN)

Authorized employer representative signature

69-036-

ETF employer identification number

Authorized employer representative printed name

Number of eligible employees _____

Authorized representative title

Employer county

Employer benefit contact email address

Mailing address

Submit completed form to ETF at ETFSMBESSNewEmployer@etf.wi.gov or fax to 608-267-4549.

<i>For ETF use only</i> - EFFECTIVE DATE OF COVERAGE ENTERED BY ETF:
--



AGENDA SUMMARY SHEET

MEETING DATE: 9/30/25

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, City Administrator

TITLE: Offer to Purchase a Portion of Lot 1 of Dodge County CSM 7085 (Dodge County Tax Parcel 292-1315-0844-003) with CTS Holdings LLC

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Economic Vitality	Land Sale of \$206,000 Minimum Value Guarantee of \$700,000	

ISSUE SUMMARY:

The attached offer to purchase and supporting developer's agreement are being recommended for consideration by the City's economic development committee. Staff will provide a general overview and will be requesting your approval on the Offer to Purchase with supporting documents as presented.

STAFF RECOMENDATION:

Approve the Offer to Purchase and Supporting Developer's Agreement

ATTACHMENTS:

RECOMENDED MOTION:

Motion to approved the offer to purchase with CTS Holdings, LLC and the supporting Developer's Agreement as presented.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** September 19, 2025 **[DATE] IS** ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM)~~ ~~(AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, CTS Holdings, LLC, a Wisconsin limited liability company, or its assigns
4 offers to purchase the Property known as Approximately five (5.0) acres of land being a part of Dodge County tax parcel number
5 292-1315-0844-003, as more accurately described on the attached Addendum "A"

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 Two Hundred and Six Thousand and 00/100
10 Dollars (\$ 206,000.00).

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 parcel shall be
13 vacant at the time of sale closing

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: n/a

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

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

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

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before September 24, 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 within fifteen (15) days of removal of all outbuildings and Seller site preparation, but not
37 later than November 1, 2025

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

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

44 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, 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 _____

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

102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value

104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other

106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum

107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup

108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface

110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous

111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other

112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil

113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: commercial development consistent with current zoning of the
252 property, and applicable restrictions identified in the Declaration of Covenants for the Heritage Ridge Development Park, which is attached and
253 incorporated as Addendum B to this Offer.

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

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

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

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

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

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

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

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

277 ☒ electricity to the lot line; ☐ gas _____; ☒ sewer to the lot line _____;

278 ☒ water to the lot line; ☐ telephone _____; ☐ cable _____;

279 ☐ other _____.

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

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

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

287 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☒ **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within 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 5.00 acres, maximum of 5.10
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: subject to all provisions identified in this Offer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

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

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

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

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

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

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

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

(1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within 7 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 30 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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

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

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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659 _____
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663 _____
664 _____

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

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

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

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

Name of Buyer's recipient for delivery, if any: Daniel W. Heying

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

Seller: (920) 324-2968

Buyer: ()

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

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

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

Address for Buyer: N1047 County Road L, Watertown, WI 53098-4318

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

Email Address for Seller: Kathy@cityofwaupunwi.gov with a copy to dan@vklaw.us

Email Address for Buyer: dan@ctsracecars.com

PERSONAL DELIVERY/ACTUAL RECEIPT

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

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

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

(x) Buyer's Signature ▲ Print Name Here ► CTS Holdings, LLC, by Daniel W. Heying, authorized agent 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 ► City of Waupun, by Rohn W. Bishop, Mayor 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 ▲

LIST OF OFFER ADDENDA

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

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

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

1. Property Description. The real estate subject to sale ("the Property") is described as the easterly five (5.0) acres of land located at 1412 S. Watertown Street, Waupun, Dodge County, Wisconsin, located on a portion of Lot 1 of Dodge County CSM 7085 (Dodge County tax parcel 292-1315-0844-003). The Property shall be more accurately described by survey prior to closing.

2. Outbuilding Removal and Site Preparation. The Seller shall, at its own expense, removal all existing outbuildings, concrete and other building materials from the Property, this work to be completed in a good work-like manner. The Seller shall complete this work not less than five (5) days prior to closing, except that the Seller shall have until March 31, 2026 to remove the barn encroachment and any other structures, building materials and debris from the Property. The Seller shall pay to the Buyer the sum of One Hundred Dollars (\$100.00) per day for every day after March 31, 2026 that this removal work remains unfinished. This provision shall survive the closing of this transaction.

3. Buyer Inventory Storage Pending Closing. Prior to closing the Buyer shall be permitted to store the Buyer's inventory items on the Property, for no other consideration other than the terms of this Offer, provided that such storage does not unreasonably interfere with the Seller's removal of outbuildings and building materials as specified in Section 2 above, and further providing that the Seller shall assume no liability for the

Buyer's storage of such items, and the Buyer shall fully indemnify and hold harmless the Seller and the Seller's agents, employees and contractors in this respect. The Buyer shall be permitted to place and use a temporary shed on the site until his building is completed, provided that the Waupun Building Inspector approves of the temporary shed, and further provided that the building is constructed within all timelines established in the Developer Agreement between the parties.

4. Common Council Approval. The Seller's obligation to proceed with this transaction is contingent on the approval of these terms by the Waupun Common Council within fifteen (15) days of the acceptance date of this Offer. The Buyer 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 Buyer concerning approval of this Offer by the Waupun Common Council. If this contingency is not timely met, then this Offer shall be void.

5. Zoning, Variance and Other Permit Approval. The Buyer acknowledges and agrees that the creation of a binding Offer on these terms does not and shall not obligate the City of Waupun, or any committee, board or commission of the City of Waupun, to grant approval of zoning, variance, use or other permit associated with any revision in the Buyer's proposed use and development of this real estate, nor shall it constitute a waiver of any fee or document submission associated with the approval process in this respect. Any provision to the contrary contained in the Offer or otherwise is eliminated in its entirety.

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

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

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

8. Waupun Business Park Covenants. An accurate copy of the Declaration of Covenants for the Waupun Business Park recorded with the Dodge County Register of Deeds as document number 1166592 is attached as Addendum B to this Offer for reference. The Seller and Buyer agree that these Covenants shall be amended to apply to the Property, and such amendment shall be recorded prior to closing so that the Property is subject to the provisions of these Covenants. At the time of closing this

transaction, the City shall also execute a temporary exception pursuant to Article Four, subsection B. of these Covenants, granting the Buyer an extension of one (1) year after issuance of an occupancy permit to comply with the requirements of Article Two, subsection C.6. with respect to required paving of all parking areas on the Property.

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

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

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

Addendum B

Declaration of Covenants for The Waupun Business Park

DECLARATION OF COVENANTS FOR
THE WAUPUN BUSINESS PARK

September 06, 2011 9:05 AM

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



Document Number:

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

Parcel ID Number: See attached Exhibit "A"

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

The City owns parcels of real estate located within the Business Park described in Article One of this declaration.

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

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

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

ARTICLE ONE
DESCRIPTION, PURPOSE AND DEFINITIONS

A. Real Estate Description. The restrictions, covenants, reservations and easements set forth in this declaration shall apply to real estate described on the

attached Exhibit "A" to this declaration, and to any part or division thereof, all of which is located in the City of Waupun, Dodge County, Wisconsin. The real estate identified on the attached Exhibit "A" may be referred to in this declaration as "the real estate" or "the Business Park."

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

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

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

2. "City" shall mean the City of Waupun, acting by and through its Common Council, or its City Administrator or his or her designee, or any committee, agency or subunit that is duly authorized by the Common Council to act on behalf of the City of Waupun.

3. "Design Plans" shall mean written documentation or drawings describing and illustrating in detail the design of all buildings and other

improvements, including without limitation building site plans, landscaping plans and architectural drawings and specifications.

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

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

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

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

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

9. "Site or Building Area" shall mean any lot, area, tract or parcel of land in the Business Park on which a structure has been or may be erected in conformance with the standards, requirements and restrictions contained in these covenants.

10. "Structure" shall have the same definition as that used in the City of Waupun Zoning Code. Unless otherwise indicated in these

covenants, the term “structure” shall include, without limitation, any “accessory building or structure” as that term is defined in the Zoning Code.

11. “Zoning Code” shall mean the City of Waupun Zoning Code currently codified as Chapter 16 of the Waupun Municipal Code, including any amendments or alterations to such Code provisions after the date of this document.

ARTICLE TWO CONSTRUCTION AND DEVELOPMENT REQUIREMENTS

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

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

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

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

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

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

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

4. No docking, loading or exterior storage area shall be located on any building site that abuts on Wisconsin State Highway 26 (Watertown Street), unless a structure on that site or other improvement approved by the City completely screens or obstructs such docking, loading or exterior storage area from highway view. Opaque screening such as evergreen plant material is acceptable. A chain link fence is not acceptable.

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

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

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

F. Vision Triangle Obstruction. No fence, wall, hedge or shrub, plant or tree which obstructs a sight line at an elevation of two feet above the roadway shall be placed or permitted to remain on any corner within the triangular area formed by street right of way lines and a line connecting them at points forty feet (40') from the intersection of the street right of way.

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

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

ARTICLE THREE OCCUPANCY AND USE REQUIREMENTS

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

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

B. Permitted Uses. Building sites shall only be occupied and used for the following purposes, together with any uses incidental to the following purposes: manufacture, processing, fabrication, packaging, assembly, warehousing, wholesaling, repair, storage, transportation, printing, publishing, supply, distribution, and industrial servicing. Any such occupancy and use is only permitted where it is also in compliance with the Waupun Zoning Code. Professional or other office occupancy and use is

permitted only where incidental to a permitted use identified in the Waupun Zoning Code.

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

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

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

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

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

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

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

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

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

**ARTICLE FOUR
ENFORCEMENT, MODIFICATION AND TERMINATION**

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

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

**ARTICLE FIVE
GENERAL PROVISIONS**

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

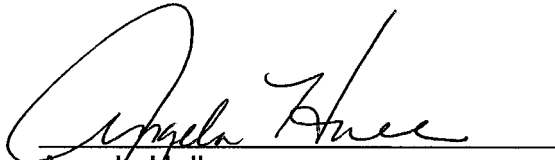
B. Partial Invalidity. If any covenant, condition or restriction contained here, or any portion thereof, is found to be invalid or void, such invalidity shall in no way affect any other covenant, condition or restriction contained in these protective covenants.

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

Dated this 26th day of August, 2011.

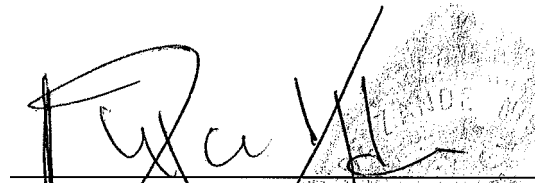
City of Waupun

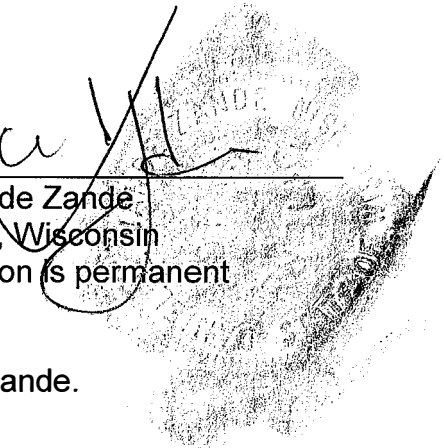
By Jodi Steger
Jodi Steger
Mayor


Angela Hull
City Clerk

ACKNOWLEDGMENT

Personally appeared before me this day and year above written, Jodi Steger as Mayor of the City of Waupun, and Angela Hull as Clerk of the City of Waupun, to me know to be the persons who executed the foregoing instrument and acknowledge the same.


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



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

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EXHIBIT "A"

REAL ESTATE SUBJECT TO WAUPUN BUSINESS PARK COVENANTS

Parcel 1:

Lot 2 of Certified Survey Map No. 2131 as recorded in Volume 13 of Surveys at page 242 as Document No. 703772, City of Waupun, Dodge County, Wisconsin.
(Pin No. 292-1315-0813-000)

That part of Lot 1 of Certified Survey Map No. 4369 as recorded in Volume 27 of Surveys at page 227 as Document No. 869388, lying in Lot 1 of Certified Survey Map No. 2131 as recorded in Volume 13 of Surveys at page 242, being part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 13 North, Range 15 East, City of Waupun, Dodge County, Wisconsin.

(Pin No. 292-1315-0813-005)

Parcel 2:

Lot 3 of Certified Survey Map No. 2377 as recorded in Volume 14 of Surveys at page 342 as Document No. 718443, City of Waupun, Dodge County, Wisconsin.
(Pin No. 292-1315-0812-003)

Lot 1 of Certified Survey Map No. 3497 as recorded in Volume 21 of Surveys at page 46 as Document No. 804174, City of Waupun, Dodge County, Wisconsin.

(Pin No. 292-1315-0813-003)

That part of Lot 1 of Certified Survey Map No. 4369 as recorded in Volume 27 of Surveys at page 227 as Document No. 869388 lying in Lot 1 of Certified Survey Map No. 2132 as recorded in Volume 13 of Surveys at page 245, being part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 13 North, Range 15 East, City of Waupun, Dodge County, Wisconsin.

(Pin No. 292-1315-0813-007)

Lot 1 of Certified Survey Map No. 2589 as recorded in Volume 15 of Surveys at page 309 as Document No. 730832, City of Waupun, Dodge County, Wisconsin.

(Pin No. 292-1315-0814-002)

Lot 2 of Certified Survey Map No. 3905 as recorded in Volume 24 of Surveys at page 55 as Document No. 832524, City of Waupun, Dodge County, Wisconsin.

(Pin No. 292-1315-0814-008)

Lot 1 of Certified Survey Map No. 2132 as recorded in Volume 13 of Surveys at page 245 as Document No. 703773, City of Waupun, Dodge County, Wisconsin. EXCEPT Certified Survey Map No. 2518 as recorded in Volume 15 of Surveys at page 181; EXCEPT Certified Survey Map No. 2589 as recorded in Volume 15 of Surveys at page 309; EXCEPT Certified Survey Map no. 3027 as recorded in Volume 17 of Surveys at page 332; EXCEPT Certified Survey Map No. 3152 as recorded in Volume 18 of Surveys at page 230; EXCEPT Certified Survey Map No. 3744 as recorded in Volume 22 of Surveys at page 279; EXCEPT Certified Survey Map No. 3864 as recorded in Volume 23 of Surveys at page 245; EXCEPT that part of Certified Survey Map No. 3905 as recorded in Volume 24 of Surveys at page 55 lying in said Lot 1; EXCEPT Certified Survey Map No. 4265 as recorded in Volume 26 of Surveys at page 272; EXCEPT that part of Certified Survey Map No. 4369 as recorded in Volume 27 of Surveys at page 227 and Certified Survey Map No. 4998 as recorded in Volume 32 of Surveys at page 158 lying in said Lot 1.

(Pin No. 292-1315-0814-009)

Lot 1 of Certified Survey Map No. 4265 as recorded in Volume 26 of Surveys at page 272 as Document No. 859018, City of Waupun, Dodge County, Wisconsin.

(Pin No. 292-1315-0814-010)

Lot 2 of Certified Survey Map No. 2132 as recorded in Volume 13 of Surveys at page 245 as Document No. 703773, City of Waupun, Dodge County, Wisconsin. EXCEPT Certified Survey Map No. 4808 as recorded in Volume 31 of Surveys at page 39. EXCEPT that part of Certified Survey Map No. 4998 as recorded in Volume 32 of Surveys at page 158 lying in said Lot 2.

(Pin No. 292-1315-0842-001)

Lot 4 of Certified Survey Map No. 2589 as recorded in Volume 15 of Surveys at page 309 as Document No. 730832, City of Waupun, Dodge County, Wisconsin.

(Pin No. 292-1315-0814-005)

Addendum C

Developer Agreement

DEVELOPER AGREEMENT

Document Number:

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

Parcel ID Number: see attached Exhibit A

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

The City has established Tax Incremental District No. 9 to the City of Waupun (“the District”) through action of its Joint Review Board, City Planning Commission and City Council, as amended. The City is authorized under Section 66.1105(3)(e) of the Wisconsin Statutes to enter into an agreement to implement the provisions and effectuate the purposes of the District plan as approved (“the District Plan”). The City is also authorized, under Section 66.1105 of the Wisconsin Statutes and the District Plan, to provide project development incentives and/or pay for municipal improvements or other project costs, to be reimbursed from the property tax increments generated from the project development.

The City owns a parcel of real estate more particularly described on the attached Exhibit A to this agreement (“the Real Estate”), which is incorporated here by reference.

The City has on this date conveyed the Real Estate to the Company, and this Agreement is provided in partial consideration of this sale. The City desires to retain the general supervision, administration and enforcement of the terms of this Agreement, as such need may arise while the terms of this agreement remain in effect, in order to promote the purposes of this Agreement, and ensure that the project development identified here will be constructed as agreed.

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

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

1. Project Development. the Company agrees to construct on the Real Estate a commercial building that is approximately 10,000 square feet in area, and related structures for use consistent with applicable municipal zoning, and as depicted on the preliminary site plan which is attached and incorporated as Exhibit B to this Agreement (collectively, "the Project Development"). The Real Estate and the Project Development improvements shall be referred to as the "Property." All structures and other

improvements shall be designed and constructed in conformance with all applicable building and other State, County and Waupun municipal codes. In addition, all structures, improvements and landscaping shall be designed and constructed to present appropriate visual aesthetics consistent with the terms of this Agreement as determined by the City in its sole discretion, and conforming to plans approved by the Waupun Plan Commission. No phase or portion of the Project Development shall be placed into service or used for commercial operation prior to final inspection and the issuance of an occupancy or other operational permits from the State of Wisconsin and/or City of Waupun, and no phase of the Project Development shall be deemed to have been “completed” within the meaning of this Agreement until such inspection and occupancy and all other operational permits have been issued.

2. Design Plans. the Company shall not commence construction or place any structure, improvement or landscaping on the Real Estate until design plans have been approved in writing by the City for each Project Development Phase as defined in Section 3 below. All design plans shall be prepared in sufficient detail to establish compliance with all applicable State, County and municipal legal and code requirements, and also with the terms of this Agreement as determined in the sole discretion of the City. Once approved, the Company shall fully comply with all such design plans, unless otherwise mutually agreed by the Parties in a written amendment to this Agreement.

3. Construction and Completion Timelines. the Company shall comply with the following construction and occupancy timelines:

3.1. Project Development. the Company shall commence construction of the Project Development no later than April 1, 2026, and shall thereafter proceed diligently and expeditiously to complete Project Development no later than December 31, 2026.

3.2. City Option to Repurchase. Notwithstanding any other provision contained in this Agreement, if the Company fails to commence or substantially complete construction of the Project Development in a timely manner as specified in Section 3.1 above, then the City shall thereafter have the option to immediately repurchase the Real Estate as set forth here, which repurchase shall be free from any lien or other encumbrance on the Real Estate. The City may exercise this option at any time in which the Company remains in non-compliance of the provisions of Section 3.1 above, in which case the repurchase price shall be equal to the cash sum of Two Hundred and Six Thousand and 00/100 Dollars (\$206,000.00). If the City exercises this option, then on concluding such repurchase from the Company the terms of this Agreement shall be void, and the City and the Company shall have no further obligation to each other under this Agreement. This option shall be in addition to any other legal or equitable remedy available to the City under this Agreement.

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

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

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

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

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

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

4. Infrastructure Development and Regional Retention Pond. The City and the Company each acknowledge that no additional municipal infrastructure is anticipated with respect to this development. The Company may connect to the existing stormwater infrastructure, provided that the Company fully complies with all terms and conditions of Section 6 below concerning stormwater management. The City makes no representations or warranties to the Company as to the adequacy of existing stormwater infrastructure to meet all stormwater needs relative as to the Property.

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

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

5.2. Guaranteed Tax Value. Commencing with the year in which the Project Development is completed, but no later than the tax assessment year 2027 (due in calendar year 2028), the Guaranteed Tax Value for the Property shall be Seven Hundred Thousand Dollars (\$700,000.00) for the Property.

5.3. Payment of Real Estate Taxes and PILOT. the Company shall pay all real estate taxes and special assessments for the Property when due. In any year in which the actual assessment value of the Property is less than the Guaranteed Tax Value for that year, then the Company shall pay, in addition to any required real estate tax payment, an additional payment in lieu of taxes ("PILOT") in an amount equal to the applicable tax mill rate for that year multiplied by the difference between the actual assessment value of the Property and the Guaranteed Tax Value for the Property for that year. By way of example, if the actual assessment of the Property in the year 2024 is \$650,000.00, and the Guaranteed Tax Value for that year is \$700,000.00, then in addition to paying all real estate taxes for that year, the Company shall also make a PILOT payment to the City that is equal to \$50,000.00 multiplied by the applicable mill rate for that year. The PILOT shall be calculated and paid to the City no later than January 31 following the tax assessment period ending December 31 of the previous year. Payment of the PILOT, when applicable, shall be made to the City in addition to full payment of real estate taxes due that year.

5.4. Special Assessment. the Company agrees that if any real estate taxes or required PILOT is not timely paid in full, then the balance due, including

without limitation any interest charges imposed under this Agreement, shall immediately thereafter be added and collected as a special assessment to the Property, as specified below. However, the inclusion of any amount due as a special assessment shall not constitute a waiver of any default of this Agreement, and shall not prohibit the City from pursuing any other available remedies under this Agreement.

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

6. Stormwater Management. Prior to commencing any Phase of the Project Development, the Company shall submit to the City a stormwater plan and maintenance agreement for stormwater facilities in accordance with Chapters 22 and 23 of the Waupun Municipal Code, as amended. the Company shall, at all times during construction and

operation of the Project Development, comply with all terms and conditions specified in its stormwater plan and maintenance agreement. the Company shall contemporaneously provide the City with a copy of any stormwater Notice of Intent and plans for stormwater and erosion control that it submits to the Wisconsin Department of Natural Resources. Additionally, the Company shall, at its sole cost, fully comply and maintain compliance with respect to all applicable State and municipal statutes, laws, administrative provisions and other requirements with respect to storm water quality, storm water management, and weed and erosion control.

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

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

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

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

10. Use and Decommissioning of Facilities. The Company agrees that after any phase of the project has been completed as specified above, it will not abandon or otherwise cease to use that Project Development phase for the commercial purposes specified in this Agreement for a period of thirty (30) years following date of completion. It shall not be a violation of this provision if the Company ceases to use the Project

Development phase during any restoration period specified below. If, after this term the Company desires to cease to use any Project Development phase for the commercial purpose intended, then it shall notify the City and the parties shall thereafter mutually agree to a plan for the Company, at its sole expense, to timely decommission and remove all buildings, structures and fixtures associated with that development phase, unless such buildings, structures and fixtures may be re-purposed as the parties may agree. The plan for decommissioning shall include, without limitation, removal or remediation of any environmental contaminants on the real estate that are no longer used by the Company as part of its commercial operations. In addition, the City may, in its sole discretion, as part of an agreed decommissioning plan, require the Company to provide an irrevocable letter of credit or other form of security as specified below, to assure the faithful performance of the Company's obligations with respect to the decommissioning.

11. Environmental Monitoring and Remediation. The Company shall at all times comply with the following provisions.

11.1. Chemical Use and Storage. The Company shall utilize and store chemicals in compliance with all federal, state, and municipal laws and code restrictions, including without limitation, those promulgated by the Wisconsin Department of Agriculture, Trade & Consumer Protection and the DNR. Prior to constructing any phase of the Project Development, the Company shall provide the City with a list of any and all substances it will use or store onsite during project operation that are toxic, corrosive, flammable, irritants, strong sensitizers, or explosives, pursuant to Wis. Stat. § 299.01(6), or that are regulated as hazardous,

extremely hazardous, or toxic substances, or are subject to reporting requirements under, the federal Emergency Planning and Community Right-to-Know Act Sections 302 and 313, the Comprehensive Environmental Response, Compensation, and Liability Act, 40 C.F.R. 302.4, or under Section 112(r) of the Clean Air Act. The Company shall promptly update the list as new substances are used onsite during project operation.

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

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

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

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

The Company agrees that, within three (3) business days of the receipt of any citation, forfeiture, notice of non-compliance, notice of violation, summons and complaint, or any other enforcement action related to alleged violations of any

environmental laws (including but not limited to laws related to air quality, surface water, groundwater, spills, and improper storage of fertilizers or other materials) from any state, federal, or local agency ("enforcement document"), The Company will provide a copy of the enforcement document to the City and will copy the City on any subsequent correspondence regarding the enforcement document until the federal, state, or local agency has closed the action, or the action is otherwise resolved.

The Company shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) with respect to the presence or suspected presence of any toxic or hazardous substances arising from or related to any activity occurring by reason of the Company's ownership or use of the Property or adjacent street right-of-way. Without limiting the generality of the foregoing, the indemnification by the Company shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

12. Assignment Restricted. This Agreement shall not be assigned by the Company without the express written consent of the City, which shall not be unreasonably withheld. Any attempt to assign the Agreement in violation of this

Section shall be void and shall constitute an act of default of this Agreement. If the City does agree to an assignment of the Real Estate, then any permitted transferee shall agree to be fully bound by the terms of this Agreement. the Company acknowledges that the terms of this Agreement represent a primary and material inducement for the City to convey the Real Estate to the Company. The City shall remain a Party in interest for the purpose of enforcing these terms, notwithstanding any subsequent voluntary or involuntary assignment or conveyance of the legal or equitable interest of the Company in the Real Estate to any third Party.

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

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

14. Destruction and Restoration. In the event of that any buildings, structures, fixtures or improvements constructed as part of the Project Development shall be damaged or destroyed by fire or otherwise, the Company, at its sole cost and expense, shall promptly restore, repair, replace and rebuild the same as nearly as possible to the condition that the same were in immediately prior to such damage or destruction, reasonable wear and tear excepted, with such changes or alterations as the Parties may mutually agree in writing. the Company shall promptly give the City written notice of such damage or destruction on its occurrence and specify in such notice, in reasonable detail, the extent of such damage or destruction, and propose restoration plan. Restoration shall be carried on and completed within a reasonable time thereafter, but in no case more than thirty-six (36) months after the damage or destruction occurred. No destruction of or damage to all or any portion of buildings, structures or fixtures located on the Real Estate, by fire, casualty or otherwise, shall relieve the Company from any of its obligations or requirements under this Agreement, nor shall any payment due from the Company abate during any restoration period, except by mutual written agreement of the Parties.

15. Insurance and Assumption of Risk.

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

15.2. Certificates of Insurance. On written request of the City, certificates of insurance on all policies specified shall be filed with the Waupun City Clerk and in such case shall provide that a thirty (30) day written notice of material change or cancellation must be given to the City.

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

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

15.5. Governmental Immunity. Being a political subdivision of the State of Wisconsin, the City is governed by and subject to the governmental immunity laws of the state of Wisconsin, including without limitation those contained within Sections 893.80, 895.52 and 345.05 of the Wisconsin Statutes (collectively, the

“Immunity Act”). Nothing in this Agreement shall be interpreted or construed to limit, modify or qualify any immunity or protection provided to the City by the Immunity Act. The provisions of this provision shall prevail over any conflicting or inconsistent provision set forth elsewhere in this Agreement.

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

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

17. Term and Termination of Agreement.

17.1. Termination of Agreement. This Agreement shall be effective on the execution and delivery of this Agreement by the Parties, and shall continue as follows: (a) any obligation of the Company to pay to the City of Waupun any PILOT as specified in this Agreement shall terminate after full payment of any required amount due with respect to the Real Estate tax statement or statements for the tax

assessment year in which the District is closed; and (b) all other provisions shall survive termination or closure of the District, and shall continue until released by the City.

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

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

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

18.2. Right to Cure. Except in the case of an emergency as set forth below, if one Party deems the other Party to be in default as set forth above, the

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

18.3. Emergency Action. As used in this Agreement, an “emergency” means a situation that arises where the City deems the Company to be in default of this Agreement, which default poses risk of immediate threat of injury to health or life, or damage or loss to property, whether real or personal. In the event of an emergency, the City may immediately report the default and resulting emergency to the Company, and the Company shall immediately thereafter commence such action as may be reasonable and necessary to prevent, avoid or mitigate injury,

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

18.4. Mediation of Disputes. Except in the case of an emergency as specified in this Agreement, any unsettled claims, counterclaims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement shall be submitted to mediation by a mediator mutually selected by the Parties before the Parties proceed with remedial action as specified in this Agreement. Nevertheless, nothing here shall prohibit the Parties from proceeding with mediation during any period in which a Party has a right to cure as specified above. The City and the Company each agree to participate in the mediation process in good faith. The mediation process shall be conducted on a confidential

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

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

enforcement of any other appropriate legal or equitable remedy, including without limitation, injunctive relief, and for recovery of monetary damages and all monies due or to become due from the Company under any provision of this Agreement.

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

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

incentive identified above, constitutes a reasonable and appropriate improvement that directly benefits the Project Development. Now and in the future, the Company waives all special assessment notices and hearings required under Section 66.0703 of the Wisconsin Statutes, consents to any such levy of special assessments against the Real Estate pursuant to Section 66.0703(7)(b) of the Wisconsin Statutes, and further agrees not to contest any such special assessment by appeal or otherwise. This waiver shall apply at all times prior to the lawful termination or closure of the District. the Company agrees to execute any and all necessary documentation that may be requested by the City at any time while this agreement remains in effect, in order to provide evidence of the consent and waiver of the Company in this respect. Notwithstanding this provision, the inclusion of any amount due from the Company as a special assessment shall not constitute a waiver of any default of this Agreement, and shall not prohibit the City from pursuing any other available remedies under this Agreement.

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

18.8. Remedies are Cumulative. All remedies provided in this Agreement shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all remedies specified in this Agreement. Notwithstanding any

provision to the contrary contained in this Agreement, in addition to the remedies set forth here, either Party may pursue any other remedy now or available in the future under the laws or jurisdictional decisions of the State of Wisconsin.

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

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

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

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

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

19.2. Authority to Execute Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Company and no other or further acts or proceedings of the Company are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have

been duly executed and delivered by the Company and constitute the legal, valid and binding agreement and obligation of the Company, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

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

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

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

20.1. Wisconsin Public Records Law. the Company acknowledges that this Agreement and other materials submitted to the City may constitute public records subject to disclosure under the Wisconsin Public Records Law, as codified

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

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

20.3. Force Majeure. Neither the Company nor the City shall be liable for failure to perform or delay in performance of any obligation resulting from any cause beyond the reasonable control of the Party affected (including, in the case of the Company, its suppliers to the extent they are delayed in performance due to an event of Force Majeure), as long as it is out of the ordinary, not foreseeable as of the date of this Agreement and is otherwise unavoidable. Such events shall include, but are not limited to, an act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act or priority)

of any governmental authority; act of terrorism; civil disturbance, rebellion, insurrection, riot or sabotage; fire caused by a third-Party, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; governmental embargo, epidemic or quarantine; fuel or energy shortage; delay or accident in shipping or transportation (collectively "Force Majeure"). However, under no circumstances shall this provision be construed so as to delay any required performance by a Party for a period of more than one (1) year from the initial required compliance date.

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

20.5. No Waiver of Municipal Approval. the Company acknowledges and agrees that the terms, provisions and restrictions of this Agreement do not and

shall not obligate the City of Waupun, or any committee, board or commission of the City, to grant approval of zoning, variance, use or other permit associated with the Project Development, nor shall this Agreement constitute a waiver of any fee or document submission associated with the approval process in this respect.

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

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

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

20.9. Mutual Cooperation. Each of the Parties, at their own cost, agrees to execute and deliver such additional documents and take such other action as may

be reasonably necessary or appropriate to carry out the terms, purposes and intent of this Agreement and to cooperate with the other Party in fulfilling all of their respective obligations under this Agreement.

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

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

20.12. Interpretation. Each Party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The terms of this Agreement shall be liberally

construed to promote the public purposes, plans and objectives identified in the District Plan, to protect the environment and the health and safety of Waupun community residents, to maintain a community that is free from objectionable environmental emissions.

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

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

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

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

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

ATTN: Daniel Heying
CTS Holdings, LLC
N1047 County Rd. L
Watertown, WI 53098

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

legal holiday. The day any notice is issued shall not be included in calculating the number of days required for performance.

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

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

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

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

[Signature Pages and Exhibits Follow]

Dated this ____ day of _____, 2025.

City of Waupun

By: _____
Rohn Bishop
Mayor

ACKNOWLEDGMENT

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

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

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

Dated this ____ day of _____, 2025.

CTS Holdings, LLC

By: _____
Daniel W. Heying
Authorized Member

ACKNOWLEDGMENT

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

Personally appeared before me this day and year above written, Daniel W. Heying, as authorized Member of CTS Holdings, LLC, a Wisconsin limited liability company, to me know to be the person who executed this Agreement and acknowledged the same.

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

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

LIST OF EXHIBITS

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

EXHIBIT “A”

DEVELOPER AGREEMENT REAL ESTATE DESCRIPTION

[INSERT DESCRIPTION HERE]

Tax Parcel Number: 292-1315-0844-003



AGENDA SUMMARY SHEET

MEETING DATE: 9/9/25

TITLE: Ordinance to Repeal and Recreate Ch 10.15
entitled Health and Sanitation-Collection of
Recyclable Material

AGENDA SECTION: ORDINANCES-RESOLUTIONS

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	N/A	

ISSUE SUMMARY:

Each year the city applies for a recycling grant. As part of this grant request, we need to update our current Collection of recyclable materials ordinance.

STAFF RECOMMENDATION:

Adopt ordinance

ATTACHMENTS:

Current Striked ordinance

Proposed recreated ordinance

RECOMMENDED MOTION:

1. Motion to accept the first reading of the ordinance to repeal and recreate Ch.10.15 entitled Health and Sanitation-Collection of Recyclable Material
2. Motion to waive the first reading and adopt Ordinance #25-to to repeal and recreate Ch.10.15 entitled Health and Sanitation-Collection of Recyclable Material
3. Do nothing and the ordinance fails

1.01 Title. Recycling Ordinance for the Collection of Recyclable Material.

1.02 Purpose. The purpose of this ordinance is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in s. 287.11, Wis. Stats., and ch. NR 544, Wis. Adm. Code.

1.03 Statutory Authority. This ordinance is adopted as authorized under s. 287.09(3)(b), Wis. Stats., and the police powers of the City.

1.04 Abrogation and Greater Restrictions. It is not intended by this ordinance to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this ordinance imposes greater restrictions, the provisions of this ordinance shall apply.

1.05 Interpretation. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in ch. NR 544, Wis. Adm. Code, and where the ordinance provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the ch. NR 544 standards in effect on the date of the adoption of this ordinance, or in effect on the date of the most recent text amendment to this ordinance.

1.06 Severability. Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

1.07 Applicability. The requirements of this ordinance apply to all persons within the City of Waupun.

1.08 Administration. The provisions of this ordinance shall be administered by the Director of Public Works and the Board of Public Works for the City.

1.09 Effective Date. The provisions of this ordinance shall take effect on the date of the adoption of this section, or in effect on the date of the most recent text amendment of this section.

1.10 Definitions. For the purpose of this ordinance:

- 1) “Bi-metal container” means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
- 2) “Container board” means corrugated paperboard used in the manufacture of shipping containers and related products.
- 3) “Foam polystyrene packaging” means packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- a) Is designed for serving food or beverages.
 - b) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
 - c) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- 4) "Glass Container" means a glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat-resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.
 - 5) "HDPE" means high density polyethylene, labeled by the resin code # 2.
 - 6) "LDPE" means low density polyethylene, labeled by the resin code # 4.
 - 7) "Magazines" means magazines and other materials printed on similar paper.
 - 8) "Major appliance" means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.
 - 9) "Multiple-family dwelling" means a structure containing 5 or more residential units, including units that are occupied seasonally.
 - 10) "Newspaper" means a newspaper and other materials printed on newsprint.
 - 11) "Non-residential facilities and properties" means commercial, retail, industrial, institutional and government facilities and properties. Non-residential facilities and properties includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events such as fairs, festivals, sport venues, conferences, and exhibits. This term does not include multiple family dwellings.
 - 12) "Office paper" means a variety of high-grade printing and writing papers. This term does not include industrial process waste, newspaper or packaging.
 - 13) "Other resins or multiple resins" mean plastic resins labeled by the resin code # 7.
 - 14) "Person" includes any individual, corporation, limited liability company, partnership, association, local government unit, as defined in s. 66.0131(1)(a), Wis. Stats., state agency or authority or federal agency.
 - 15) "PETE" or "PET" means polyethylene terephthalate, labeled by the resin code # 1.
 - 16) "Plastic container" means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
 - 17) "Postconsumer waste" means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in s. 291.01(7) Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in s. 289.01(17), Wis. Stats.
 - 18) "PP" means polypropylene, labeled by the resin code # 5.
 - 19) "PS" means polystyrene, labeled by the resin code # 6.
 - 20) "PVC" means polyvinyl chloride, labeled by the resin code # 3.
 - 21) "Recyclable materials" includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

- 22) "Solid waste" has the meaning specified in [s. 289.01\(33\), Wis. Stats.](#)
- 23) "Solid waste facility" has the meaning specified in [s. 289.01\(35\), Wis. Stats.](#)
- 24) "Solid waste treatment" means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.
- 25) "Waste antifreeze" means a substance added to a liquid (as the water in an automobile engine) to lower its freezing point that has been used and removed from a vehicle.
- 26) "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
- 27) "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

1.11 *Separation of Recyclable Materials. Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties shall separate the following materials from postconsumer waste:

- 1) Lead acid batteries
- 2) Major appliances
- 3) Waste oil
- 4) Yard waste
- 5) Aluminum containers
- 6) Bi-metal containers
- 7) Corrugated paper or other container board
- 8) Foam polystyrene packaging
- 9) Glass containers
- 10) Magazines
- 11) Newspaper
- 12) Office paper
- 13) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
- 14) Steel containers
- 15) Waste antifreeze
- 16) Waste tires

1.12 *Separation Requirements Exempted. The separation requirements of s. 1.11 do not apply to the following:

- 1) Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in s. 1.11 from solid waste in as pure a form as is technically feasible.
- 2) Solid waste which is burned as a supplement fuel at a facility if less than 30 % of the heat input to the facility is derived from the solid waste burned as supplement fuel.
- 3) A recyclable material specified in s. 1.11(5) through (15) for which a variance has been granted by the Department of Natural Resources under s. 287.11(2m), Wis. Stats., or s. NR 544.14, Wis. Adm. Code.

1.13 Care of Separated Recyclable Materials. To the greatest extent practicable, the recyclable materials separated in accordance with s. 1.11 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions.

1.14 Management of Lead Acid Batteries, Major Appliances, Waste Oil and Yard Waste. Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:

- 1) Lead acid batteries shall be delivered to drop-off site or recycling facility designated by the City.
- 2) Major appliances shall be delivered to drop-off site or recycling facility designated by the City.
- 3) Waste oil shall be delivered to drop-off site or recycling facility designated by the City.
- 4) Yard waste shall be delivered to drop-off site or recycling facility designated by the City, except for the scheduled pickup of yard waste by the Department of Public Works

1.15 Preparation and Collection of Recyclable Materials. Except as otherwise directed by the Board of Public Works and/or City of Waupun, occupants of single family and 2-to-4-unit residences shall do the following for the preparation and collection of the separated materials specified in s. 1.11(5) through (15):

- 1) Aluminum containers shall be separated from other garbage and refuse for curbside pickup.
- 2) Bi-metal containers shall be separated from other garbage and refuse for curbside pickup.
- 3) Corrugated paper or other container board shall be separated from other garbage and refuse for curbside pickup.
- 4) Foam polystyrene packaging shall be separated from other garbage and refuse for curbside pickup.
- 5) Glass containers shall be separated from other garbage and refuse for curbside pickup.
- 6) Magazines shall be separated from other garbage and refuse for curbside pickup.
- 7) Newspaper shall be separated from other garbage and refuse for curbside pickup.
- 8) Office paper shall be separated from other garbage and refuse for curbside pickup.
- 9) Rigid plastic containers shall be separated from other garbage and refuse for curbside pickup.
- 10) Steel containers shall be separated from other garbage and refuse for curbside pickup.
- 11) Waste tires shall be delivered to drop-off site or recycling facility designated by the City.

1.16 *Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.

- 1) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in s. 1.11(5) through (15):
 - a) Provide adequate, separate containers for the recycling program established in compliance with the ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:
 - i. The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.
 - ii. The ratio of trash container volume to recycling container volume is at most 2:1.
 - iii. An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.
 - b) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
 - c) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
 - d) Notify tenants which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.
- 2) The requirements specified in 1) do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in s. 1.11(5) through (15) from solid waste in as pure a form as is technically feasible.

1.17 *Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.

- 1) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in s. 1.11(5) through (15):
 - (a) Provide adequate, separate containers for the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.
 - (b) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.
 - (c) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
 - (d) Notify users, tenants and occupants which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.

- 2) The requirements specified in 1) do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in s. 1.11 (5) through (15) from solid waste in as pure a form as is technically feasible.

1.18 *Prohibitions on Disposal of Recyclable Materials Separated for Recycling.

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in s. 1.11 (5) through (15) that have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

1.19 *Enforcement.

- 1) For the purpose of ascertaining compliance with the provisions of this ordinance, any authorized officer, employee or representative of the City may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the City who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.
- 2) Any person who violates a provision of this ordinance may be issued a citation by The Waupun Police Department to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.
- 3) Penalties for violating this ordinance may be assessed as follows:
 - (a) Any person who violates this ordinance may be required to forfeit a fee as established annually by the Common Council on the Fee Schedule for a first violation, a fee as established annually by the Common Council on the Fee Schedule for a second violation, and a fee as established annually by the Common Council on the Fee Schedule for a third or subsequent violation.

(Ord. No. 23-09, § 6, 11-28-2023)

1. 20 Curbside Placement. All recyclable items generated from within the City, must be placed in carts along the curbside, or near the driveway/parking space if lacking curb and gutter as these will be emptied via automated service. Carts shall be placed abutting the property where the recycled materials were generated, in accordance with regulations developed by the Board of Public Works, not sooner than 24 hours prior to the established date of collection and no later than 6:00 a.m. on the collection day. Empty recycling containers shall be removed by the resident or property owner within 24 hours after collection is made.

1.21 Refusal of Service. Any collector may refuse to furnish collection service of recyclable items or material, garbage or of nonrecyclable materials to any person not complying with this ordinance and the rules and regulations established by the Board of Public Works for the collection of recyclable materials and the separation of recyclable materials.

1.22 Scavenging. No person shall collect or remove any recyclable material that has been deposited or placed at the curb or in a container for the purpose of collection for recycling. This restriction shall not apply to persons under contract with or licensed by the City for collection of recyclables.

1.23 Collection and Disposal of Solid Waste. (Cr. #12-03; Am. #12-03-2)

- (1) The Board of Public Works shall manage and contract for the collection and disposal of solid waste, other than items that are required to be collected for recycling under Section 1.01 of this Code, at such intervals and in conformity with such regulations as may be developed and published from time to time by the Board.
- (2) Effective August 1, 2012, City government-provided collection of such waste shall be available to all single-family and 2-family through 4-family residential dwellings and municipal government facilities. All other waste generators in the City are required to secure waste collection and disposal services from persons licensed by the state and City to provide such services.
- (3) No person residing outside the City shall bring solid waste into the City for collection or disposal, unless to an operating private recycling center, and no person shall permit solid waste to be brought into the City, or be a party to bringing into the City such solid waste, with the intended purpose of having such waste collected and disposed of by the City or by any other person.
- (4) Solid waste generated from within the City, for collection and disposal by the City, must be placed in carts along the curbside, or near the driveway/parking space if lacking curb and gutter as these will be emptied via automated service. Carts shall be placed abutting the property where the waste was generated, in accordance with regulations developed by the Board of Public Works, not sooner than 24 hours prior to the established date of collection and no later than 7:00 a.m. on the collection day. Solid waste will be picked up on a weekly basis.
 - (a) Empty solid waste containers shall be removed from the curbside by the resident or property owner within 24 hours after collection is made.
 - (b) Solid waste rejected for collection because of violation of Board of Public Works regulations shall be removed by the resident or property owner within 24 hours after collection would have been made.
 - (c) Violations of this §10.17 may be required to forfeit a fee as established annually by the Common Council on the Fee Schedule for a first violation, a fee as established annually by the Common Council on the Fee Schedule for a second violation, and a fee as established annually by the Common Council on the Fee Schedule for a third or subsequent violation.

- (5) Bulk item pickup will be scheduled twice per year, occurring once in Fall and once in Spring and will be picked up on your scheduled trash pick-up day. Bulk items generated from within the City, must be placed along the curbside, or near the driveway/parking space if lacking curb and gutter. Items may be placed at the curbside not sooner than 24 hours prior to the established date of collection and no later than 6:00 a.m. on the collection day.

- (a) The following items are identified as bulky waste that will be collected:

Furniture
Rolled carpeting (4 foot maximum length)
Cabinets
Countertops
Mattresses/bed springs
Nonmetal doors
Wood windows
Wooden playground equipment

- (b) Excluded items:

Uncontainerized or piles of construction material
Large appliances (stoves, washers, dryers, etc.)
Freon-containing items (refrigerators, AC units, freezers)
Tires
Batteries
Fluorescent lights/bulbs
TVs/DVD players/VCR
Computer equipment
Electronic items banned from landfills

(Ord. No. 23-09, § 6, 11-28-2023)



AGENDA SUMMARY SHEET

MEETING DATE: 9/30/25
AGENDA SECTION: DISCUSSION-REVIEW
PRESENTER: Kathy Schlieve, Administrator
William DeMaa, Fire Chief

TITLE: Fire and Emergency Services Agreement By and Between the Town of Chester, Town of Trenton, Town of Waupun and City of Waupun

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

ISSUE SUMMARY:

Currently two separate fire departments operate from the City's public safety building, the City's municipal department and the Community Department, operated by the Towns of Chester, Trenton and Waupun. The two departments face similar challenges, including an ongoing ability to provide quality service given the high cost of fire apparatus and equipment, and concern over the long-term ability to attract and retain volunteers needed to operate efficiently. With the assistance of PAA and an Innovation Planning Grant, a team has been working with the Townships over the past year to develop a shared service agreement. Section 66.0301, Wis. Stats., allows municipalities to contract with other municipalities for the receipt or furnishing of services required or authorized by law. The conversation tonight will focus on the purpose and intent along with the terms of a draft shared service agreement where the City provides fire protection and prevention services to the Town of Chester and portions of the Towns of Trenton and Waupun in exchange for an annual service fee that is calculated based on a weighted formula of equalized value, population and call volume within each jurisdiction. Using this approach ensures that operating costs are fairly distributed among the communities served. The agreement as drafted benefits all member communities as follows:

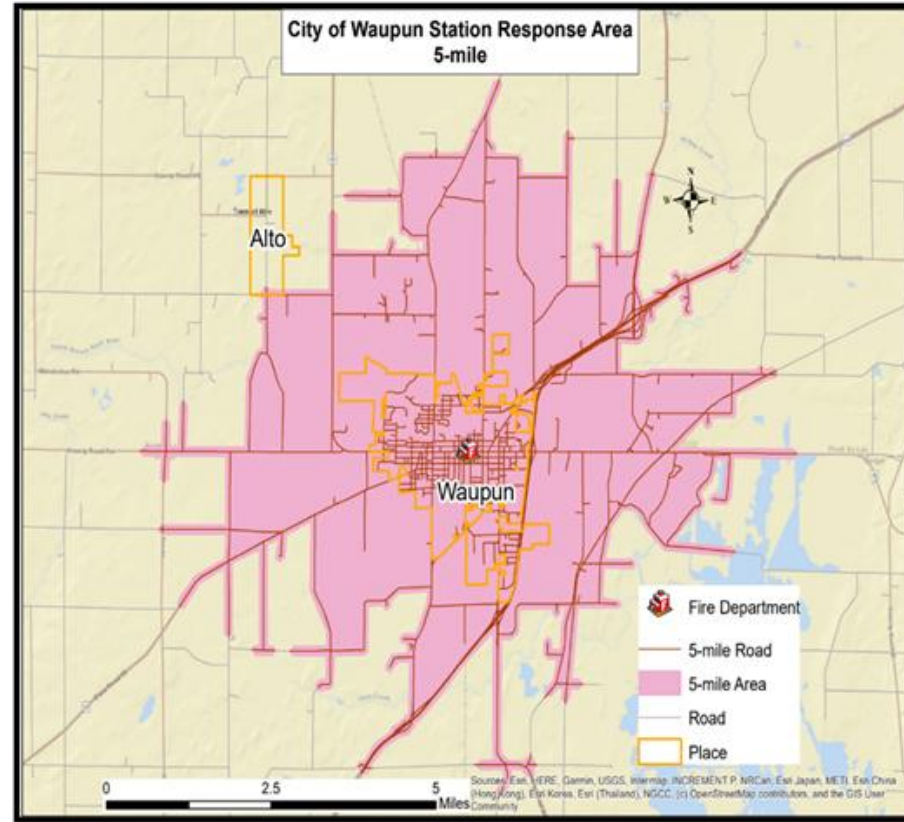
1. Cost savings through elimination of duplicated equipment.
2. Cost controls through future joint equipment purchases.
3. Reduces the administrative burden on fire department leadership.
4. Ensures that no one municipality pays a disproportionate share of service delivery costs.
5. Combines the staffing pool to manage response levels and times to incidents at NFPA standards.
6. Values volunteer firefighters through improved compensation and joint training opportunities.
7. Ensures accountability with a single board representing member communities providing oversight and planning.
8. Preserves the statutory authority of the City's Police & Fire Commission.

STAFF RECOMENDATION:

Discussion Only

ATTACHMENTS:

RECOMENDED MOTION:



Fire and Emergency Services Agreement By and Between the Town of Chester, Town of Trenton, Town of Waupun and City of Waupun

September 30, 2025

One Team, One Mission: Maximizing Impact by Sharing Fire Resources

1. CHALLENGES IDENTIFIED:

- Two Departments Operate with Duplicated/Expensive Equipment
- City's Agreements with Townships Antiquated / Never Considered Full Cost of Service Delivery
- Increasing Call Volume Placing More Demand on POC Staff
- Anticipated Long-Term Staffing Challenges (Some drop off noted in rural fire response)

2. RECOMMENDATIONS:

- Eliminate Duplicated/Costly Equipment While Recognizing Unique Equipment Needs of Each Community
- Recognize Full Cost of Service Delivery
- Distribute Costs Using a Standardized Methodology to Fairly Distribute Cost Among Member Communities
- Build and Expand as Needed POC Rosters / Modernize Pay Practices

3. SOLUTION:

- Innovation Planning Grant / PAA Services to Draft Shared Service Agreement
- Section 66.0301, Wis. Stats., Allows Municipalities to Contract with Other Municipalities for Services
- Pave the Way for Elimination of Duplicated Equipment and Future Shared Purchases
- Improve Compensation Practices for POC Firefighters
- Police & Fire Commission Authority Maintained



General Terms

- Ten Year Term, Beginning January 1, 2026
 - Exit Clause (2 Year Term)
- Specialized Equipment Purchases
 - City solely responsible for Ladder Truck Purchase & Non-Routine Maintenance
 - Towns solely responsible for Tender Purchase & Non-Routine Maintenance
- Each Party Retains Title of Owned Equipment Until Replaced
 - Budget and Share Cost for Routine Maintenance
 - Townships Share Depreciation of City Equip in Favor of Not Replacing Pumper Truck Now
 - Joint Purchases of Capital and Equipment Moving Forward
 - Unplanned, Unbudgeted Maintenance Expenses (Ladder – City; Tender – Rural; Others Cost Share)
- Facility Operating Costs and Maintenance Included in Costing
- Cost Distribution Formula
 - 50% Equalized Value, 25% Call Volume, 25% Population
- Annual Surplus – Transferred to Restricted Capital Fund

City Responsibilities

- Fire Protection Services in Compliance with sec. 101.575 (3)(a)(2) Wis. Stats / Emergency Response Standards of NFPA 1720
- Human Resources and Complying with all Applicable Law and Regulations Regarding Employment Practices, Recruiting/Onboarding (hiring, firing, discipline referred to PFC), Payroll and Reporting, Legal
- Maintain Compliance with WI SPS 330 Fire Department Safety and Health Program
- Maintain Compliance with WI SPS 314 Fire Prevention and 2% Fire Dues Program
- Maintain Training & Certification Records and Compliance for City Employees
- Provide & Maintain Ladder Truck
- Departmental Reporting as Required by Federal, State and Local Rules/Regulations / Records Management
- Equipment Maintenance
- Insurance – APL, EPL, Worker's Compensation
- Facility Maintenance & Operating Costs / Billing

Townships Responsibilities

- Pay Annual Service Fee
- Provide/Maintain Tender to NFPA Standards
- Capital Contributions as Calculated and Apportioned
- Make Necessary Ordinance Amendments to Recognize the WFD as its fire department and the authority of the Fire Chief within each Town or within the Service Area

Emergency Services Committee

- Joint Membership
 - One representative from the City;
 - One representative from each Town;
 - The WFD Chief or his or her designee;
 - The Waupun City Administrator non-voting ex officio member
- Meet At Least Twice Per Year OR as Needed
 - Review and Approve the Proposed Annual Operating and Capital Budgets
 - Advisory Only – Council Final Authorization
 - Operating Budget May Increase by CPI if Agreement Not Reached
 - Discuss issues of concern regarding finances and services
 - Shall not hear matters subject to PFC authority under sec. 62.13 Wis. Stats.
 - Joint Purchase Agreements / Debt Allocations

General Terms (Cont'd)

- Dispute Resolution Process (Mediation vs. Litigation)
- Withdrawal
 - On or Before June 30, Effective December 31 of Following Calendar Year
 - June 30 but Before December 31, Effective December 31 2nd Calendar Year
- Formula for Distribution of Restricted Funds
- Buy Out of Joint Purchases with Consideration for Outstanding Debt

Funding Formula / Cost Distribution

50% EV Prior Year* + 25% Population Prior Year + 25% Service Calls Prior Year = Share of Expenses

- Towns of Waupun and Trenton are Prorated EV Aligned with Service Territory
(Calculated based on WI DOR formula)*

EV Calculations Improved Value Only	2024 EV (weighted 50%)	Share of Equalized Value	2024 Population (weighted 25%)	Share of Population	2024 Calls (weighted 25%)	Share of Call Volume	Weighted Share of Expenses
City of Waupun	\$ 661,816,800.00	35.3%	11,151	20.6%	171	18.8%	74.7%
Town of Waupun	\$ 165,479,667.73	8.8%	1,373	2.5%	16	1.8%	13.1%
Town of Trenton	\$ 37,595,780.79	2.0%	320	0.6%	26	2.9%	5.4%
Town of Chester	\$ 72,998,300.00	3.9%	676	1.3%	15	1.6%	6.8%
TOTALS	\$ 937,890,548.52		13,520		228		100.0%

2026 DRAFT Operating Budget & Distribution (Fire Only)

2026 FIRE DEPARTMENT OPERATING BUDGET - COMBINED DEPARTMENT

Line		2026 Request
1	Wages and Salaries	\$ 387,352
2	Fringe Benefits	92,470
3	Telephone	3,150
4	Operating Expenses	106,434
5	Training and Travel	1,690
6	Membership/Dues	2,345
7	HR/Recruitment	25,000
8	Legal	9,000
9	Workers Compensation	11,174
10	Property/Liability Insurance	3,028
11	Administrative Fee	22,000
12	Auto Insurance	15,150
13	Capital & Equipment	77,254
14	Facilities Maintenance	25,700
15	Total Expenses	\$ 781,747
16	Revenue	
17	Fire Insurance Tax (2% Dues)	35,288
18	Shared Revenue (Fire Department Allocation)	235,263
19	MSP	4,654
20	Total Revenues	\$ 275,204
21	Net Operating Costs	506,543

Combined Operating Budget Distribution*		2026
74.7%	City of Waupun	\$ 374,842
13.1%	Town of Waupun	\$ 66,357
5.4%	Town of Trenton	\$ 28,366
6.8%	Town of Chester	\$ 36,978
100%		\$ 506,543

2025 – 2030 Combined Capital Budget & Distribution

Fire Department Capital Outlay Combined								8/7/2025
		2025	2026	2027	2028	2029	2030	2031+
	City of Waupun							
60	Aerial Ladder Truck**	1,900,000						
61	SCBAs**	270,000						
62	Turnout Gear (3 sets annually regular schedule)	35,000	18,000	60,000	60,000	60,000	18,000	
63	Mobile Radios (2029 -unit 599) (2030 - units 594 & 597)	14,000				14,000	14,500	
64	Portable Radios				77,000	79,100	58,000	
65	Brush Truck							104,250
66	UTV - Polaris							42,000
67	UTV - CanAm							
68	Thermal Imaging Camera			5,200				
71	4-Gas Meter			2,700	2,800			
72	Extrication Equipment (JAWS)						60,000	
73	Tender							520,000
74	Squad							1,300,000
75	Pumper							1,600,000
76	HCN gas meter					1,500		
77	Computer Upgrades					9,000		
78	Command Vehicle (Tahoe)						75,000	
		2,219,000	18,000	67,900	139,800	163,600	225,500	3,566,250
80	Combined Capital Costs 3% cost adjustment	319,000	\$ 18,540	\$ 69,937	\$ 143,994	\$ 168,508	\$ 232,265	\$ 3,153,238
	<i>*Expenses for City do not include capital building maintenance expenses.</i>					Annual 2025-2030	\$	190,449
	<i>**Costs do not reflect interest payments</i>							

* Funding Formula Would be Applied to Distribute Annual
Cost / Potential Sinking Fund Contributions



Identified Capital Savings Through Elimination of Duplicated Equipment

Year	CapEx (Before)	CapEx (After)	Annual Savings	% Change		Notes
2025	\$ 2,267,000	\$ 2,219,000	\$ (48,000)	-2.1%		SCBA duplication eliminated
2026	\$ 1,403,787	\$ 93,627	\$ (1,310,160)	-93.3%		Rural Pumper eliminated
2027	\$ 165,521	\$ 162,740	\$ (2,781)	-1.7%		4-Gas Meter Duplication eliminated
2028	\$ 177,160	\$ 141,110	\$ (36,050)	-20.3%		Turnout Gear Duplicate eliminated
2029	\$ 192,301	\$ 156,251	\$ (36,050)	-18.7%		Turnout Gear Duplicate eliminated
2030	\$ 316,983	\$ 311,833	\$ (5,150)	-1.6%		Thermal Imaging Camera eliminated
TOTAL	\$ 4,522,752	\$ 3,084,561	\$ (1,438,191)	-31.8%		

A Safer, Smarter, More Sustainable Future Starts Together

BENEFITS

- Cost savings both through the elimination of duplicated equipment and coordination of joint purchases in the future.
- Coordination of administrative services to reduce the burden on existing leadership.
- Equitable distribution of cost so that no single community bears an unfair share of costs.
- Greater flexibility with resources to meet National Fire Protection Association (NFPA) standards.
- Enhanced volunteer support with better compensation for volunteer paid-on-call responders.
- Accountability and oversight through a representative board of all participating municipalities.
- Preservation of governance that upholds the statutory authority of the City's Police & Fire Commission.

Next Steps

- Press Release
- Web Page with DRAFT Contract and All Data / Presentations Available
- Month of October – Townships Meeting to Review DRAFT Agreement
- Each Governing Body Will Vote to Adopt DRAFT Agreement by Early November
- Beginning Review of Innovation Grant Opportunities
- If Approve, Target Start – January 1, 2026

AGENDA SUMMARY SHEET

MEETING DATE: 9/30/25

TITLE: Future Meetings, License and Permit
Applications, Expenses

AGENDA SECTION: CONSENT AGENDA

PRESENTER: Angela Hull, Clerk

FUTURE MEETINGS

Date of Council/COW Meeting	Meeting
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:

Kristopher Tesch, Trayton Adams, Taylor Kostick, Madison Lemke

Temporary Class B:

Waupun Downtown Promotions Fall Downtown Waupun Wine Walk- November 1, 2025 in the downtown area

Waupun Community Players Funny Money- October 3-5, 2025 in the City Hall Auditorium, 201 E Main St. Waupun

RECOMENDED MOTION:

Motion to approve the consent agenda and accept the monthly financials.

Report Criteria:

Report type: Summary

Invoice.Batch = "090825","091625","091725","093025"

Check Issue Date	Check Number	Payee	Amount
09/08/2025	110563	WAUPUN HOCKEY ASSOCIATION	100,000.00
09/16/2025	110591	ALLIANT ENERGY/WP&L	1,269.60
09/16/2025	110592	PURCHASE POWER	502.25
09/16/2025	110593	WAUPUN UTILITIES	39,210.54
09/17/2025	110594	AFLAC	25.36
09/17/2025	110595	WELLS FARGO PAYMENT REMITT	660.01
09/25/2025	110596	A - DEAN ENTERPRISES LLC	212.50
09/25/2025	110597	AIRGAS USA LLC	1,853.64
09/25/2025	110598	ALSTAR COMPANY LLC	57.04
09/25/2025	110599	AMAZON CAPITAL SERVICES	813.23
09/25/2025	110600	AMERICAN INDUSTRIAL MEDICAL INC	219.70
09/25/2025	110601	AT&T MOBILITY	191.41
09/25/2025	110602	BADGER ENVIRONMENTAL SERV	660.00
09/25/2025	110603	BADGER PEST CONTROL	695.00
09/25/2025	110604	BALLWEG IMPLEMENT	48.17
09/25/2025	110605	BEC ENTERPRISES LLC	1,828.85
09/25/2025	110606	BENTZ AUTOMOTIVE INC	447.95
09/25/2025	110607	BOUND TREE MEDICAL LLC	7,404.60
09/25/2025	110608	BRAUER SUPPLY & EQUIPMENT	520.00
09/25/2025	110609	BROWN CAB SERVICE INC	13,365.72
09/25/2025	110610	C.VERHAGE.PHOTO	195.00
09/25/2025	110611	CAREW CONCRETE & SUPPLY INC	1,629.38
09/25/2025	110612	CHARTER COMMUNICATIONS	1,272.54
09/25/2025	110613	CHARTER COMMUNICATIONS	114.23
09/25/2025	110614	CITIES DIGITAL	1,303.13
09/25/2025	110615	CITY OF BEAVER DAM	860.00
09/25/2025	110616	CND SPECIALTIES INC	554.36
09/25/2025	110617	COLE OIL & PROPANE	390.60
09/25/2025	110618	CONWAY SHIELD	155.50
09/25/2025	110619	COTTINGHAM & BUTLER INC	3,312.50
09/25/2025	110620	DESTINATION LAKE WINNEBAGO RE	13,493.47
09/25/2025	110621	DODGE COUNTY CLERK	1,439.08
09/25/2025	110622	ELLISON ELECTRIC SUPPLY INC	1,096.57
09/25/2025	110623	EXCEL TECHNOLOGIES	500.00
09/25/2025	110624	FASSBENDER, EMMA	621.40
09/25/2025	110625	FERGUSON WATERWORKS #1476	105.30
09/25/2025	110626	GANNETT WISCONSIN LOCALIQ	226.40
09/25/2025	110627	GOODYEAR COMMERCIAL TIRE & SE	998.00
09/25/2025	110628	GORDON FLESCH CO INC	176.34
09/25/2025	110629	GRUHR LTD	200.00
09/25/2025	110630	GUTH'S CANDY LLC	80.00
09/25/2025	110631	HALRON LUBRICANTS INC	1,925.64
09/25/2025	110632	HOMAN AUTO - RIPON	116.74
09/25/2025	110633	INSIGHT FS	292.90
09/25/2025	110634	IPROMOTEU	841.73
09/25/2025	110635	JOHN FABICK TRACTOR CO	144.23
09/25/2025	110636	KRUCZEK CONSTRUCTION	159,735.87
09/25/2025	110637	LANGUAGE LINE SERVICES	8.64
09/25/2025	110638	LIFESTAR EMERGENCY MEDICAL	4,640.00

Check Issue Date	Check Number	Payee	Amount
09/25/2025	110639	LINCOLN CONTRACTORS	65.76
09/25/2025	110640	LYLE HULL & SON EQUIPMENT LLC	300.00
09/25/2025	110641	MARCO TECHNOLOGIES LLC	163.91
09/25/2025	110642	MARTENS ACE HARDWARE	2,492.76
09/25/2025	110643	MENARDS - BEAVER DAM	202.48
09/25/2025	110644	MSA PROFESSIONAL SERVICES INC	32,732.79
09/25/2025	110645	NAPA AUTO PARTS-WAUPUN	515.36
09/25/2025	110646	NAVIS, MIKE	11.54
09/25/2025	110647	O'REILLY AUTOMOTIVE INC	1,189.03
09/25/2025	110648	OSHKOSH FIRE & POLICE EQUIPMNT	2,712.00
09/25/2025	110649	PIGGLY WIGGLY DISCOUNT FOODS	276.29
09/25/2025	110650	PITNEY BOWES GLOBAL FINANCIAL S	168.24
09/25/2025	110651	PROS 4 TECHNOLOGY INC	3,745.00
09/25/2025	110652	RENNERTS	1,082.00
09/25/2025	110653	SAFE STEP LLC	10,007.09
09/25/2025	110654	SAFETY KLEEN	864.00
09/25/2025	110655	SAGACIOUS SOLUTIONS INC	49.80
09/25/2025	110656	SALAMONE SUPPLIES	301.81
09/25/2025	110657	SCHNELL, ADAM	100.00
09/25/2025	110658	SHRED-IT / STERICYCLE, INC	70.51
09/25/2025	110659	SSM HEALTH LABORATORIES	120.00
09/25/2025	110660	STOBB PLUMBING & HEATING INC	360.00
09/25/2025	110661	SUBURBAN ENTERPRISES INC	62.50
09/25/2025	110662	TOTAL BUSINESS PRODUCTS	260.00
09/25/2025	110663	TRANSCENDENT TECHNOLOGIES	951.00
09/25/2025	110664	TRIPLE CROWN PRODUCTS	140.52
09/25/2025	110665	TRUCK COUNTRY	576.63
09/25/2025	110666	VILLAGE OF ROSENDALE	270.00
09/25/2025	110667	VON BRIESEN & ROPER, S.C.	511.00
09/25/2025	110668	WAUPUN AREA SCHOOL DISTRICT	500.00
09/25/2025	110669	WAUPUN UTILITIES	877.00
09/25/2025	110670	WEIMER BEARING & TRANSMISSION I	153.30
09/25/2025	110671	WI STATE FIRE INSPECTORS ASSOCI	750.00
Grand Totals:			428,997.44

Report Criteria:

Report type: Summary

Invoice.Batch = "090825","091625","091725","093025"

Report Criteria:

Report type: Invoice detail

Check.Type = {<=>} "Adjustment"

Invoice.Batch = "090825","091625","091725","093025"

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
A - DEAN ENTERPRISES LLC						
A - DEAN ENTERPRISES LLC	PINE STREET PARK PORT A POTTY 8/11/25 - 9/7/25	09/25/2025	19859	100-20-5525-3-36	212.50	212.50
Total A - DEAN ENTERPRISES LLC:						212.50
AFLAC						
AFLAC	UTILITY PAYROLL DEDUCTION FOR AUG 2025	09/17/2025	9-17-25	100-13850	25.36	25.36
Total AFLAC:						25.36
AIRGAS USA LLC						
AIRGAS USA LLC	POOL CHEMICALS	09/25/2025	5518588225	100-20-5523-3-40	1,827.12	1,827.12
AIRGAS USA LLC	OXYGEN RENTAL - FD	09/25/2025	5518591480	100-50-5230-3-38	26.52	26.52
Total AIRGAS USA LLC:						1,853.64
ALLIANT ENERGY/WP&L						
ALLIANT ENERGY/WP&L	FIRE DEPT - MONTHLY FUEL CHARGES - AUG 2025	09/16/2025	5946940000-A	100-50-5244-3-32	58.02	58.02
ALLIANT ENERGY/WP&L	ICE ARENA MONTHLY FUEL- AUG 2025 - CITY	09/16/2025	2831330000-A	100-70-5410-3-32	65.11	65.11
ALLIANT ENERGY/WP&L	SENIOR CENTER - AUG 2025	09/16/2025	7255200000-A	100-20-5513-3-32	13.75	13.75
ALLIANT ENERGY/WP&L	COMMUNITY CENTER - AUG 2025	09/16/2025	1400782235-A	100-20-5511-3-32	30.41	30.41
ALLIANT ENERGY/WP&L	MUSEUM MONTHLY FUEL CHARGE - AUG 2025	09/16/2025	3425110000-A	100-20-5512-3-32	13.75	13.75
ALLIANT ENERGY/WP&L	GARAGE MONTHLY FUEL - AUG 2025	09/16/2025	3264610000-A	100-70-5412-3-32	64.77	64.77
ALLIANT ENERGY/WP&L	CITY HALL MONTHLY FUEL CHARGES -AUG 2025	09/16/2025	1780510000-A	100-70-5410-3-32	54.82	54.82
ALLIANT ENERGY/WP&L	AQUATIC CENTER - AUG 2025	09/16/2025	5374620000-A	100-20-5523-3-32	968.97	968.97
Total ALLIANT ENERGY/WP&L:						1,269.60
ALSTAR COMPANY LLC						
ALSTAR COMPANY LLC	VACUUM SWITCH - PRESSURE WASHER REPAIR - 269	09/25/2025	46072	100-70-5411-3-36	57.04	57.04
Total ALSTAR COMPANY LLC:						57.04
AMAZON CAPITAL SERVICES						
AMAZON CAPITAL SERVICES	LIGHTS FOR AQUATIC CENTER	09/25/2025	1FVP-CCLN-	100-20-5523-3-36	178.37	178.37
AMAZON CAPITAL SERVICES	CALENDAR - CLERKS OFFICE	09/25/2025	1WXX-CNMD-	100-10-5141-3-30	11.96	11.96
AMAZON CAPITAL SERVICES	CALENDARS FOR CLERK	09/25/2025	1PXT-N73R-K	100-10-5141-3-30	15.95	15.95
AMAZON CAPITAL SERVICES	SANDBAGS - GATE VALVE DAM REPAIR	09/25/2025	1N4Q-39LT-W	700-10-5192-3-36	340.10	340.10
AMAZON CAPITAL SERVICES	NAPKINS - BREAKROOM	09/25/2025	1TCN-69JQ-1	100-10-5110-3-38	5.94	5.94
AMAZON CAPITAL SERVICES	BATTERIES - FAUCETS @ BUILDINGS	09/25/2025	13TF-RRHR-6	100-70-5410-3-36	132.65	132.65
AMAZON CAPITAL SERVICES	WEED SPRAY	09/25/2025	1JRX-GFYQ-4	100-70-5613-3-38	65.99	65.99
AMAZON CAPITAL SERVICES	ROASTER LINERS	09/25/2025	1QCV-GTP1-6	100-10-5142-3-38	23.34	23.34
AMAZON CAPITAL SERVICES	ANTENNA MOUNT - 14-25	09/25/2025	1GYN-HFMX-	410-70-5412-4-00	38.93	38.93
Total AMAZON CAPITAL SERVICES:						813.23
AMERICAN INDUSTRIAL MEDICAL INC						
AMERICAN INDUSTRIAL MEDICAL IN	2025 HEARING EVALUATIONS - PD	09/25/2025	26063	100-40-5215-3-37	219.70	219.70

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total AMERICAN INDUSTRIAL MEDICAL INC:						219.70
AT&T MOBILITY						
AT&T MOBILITY	SCHLIEVE PHONE - AUG 8 - SEPT 7 2025	09/25/2025	AUG8-SEPT7	100-10-5191-3-31	191.41	191.41
Total AT&T MOBILITY:						191.41
BADGER ENVIRONMENTAL SERV						
BADGER ENVIRONMENTAL SERV	ASBESTOS INSPECTION - 18 N MADISON ST DEMO	09/25/2025	1260	405-70-5436-8-00	660.00	660.00
Total BADGER ENVIRONMENTAL SERV:						660.00
BADGER PEST CONTROL						
BADGER PEST CONTROL	PEST CONTROL COMMUNITY CENTER	09/25/2025	24382	100-20-5511-3-36	80.00	80.00
BADGER PEST CONTROL	PEST CONTROL CITY GARAGE	09/25/2025	25457	100-70-5412-3-36	300.00	300.00
BADGER PEST CONTROL	PEST CONTROL CITY HALL	09/25/2025	25517	100-70-5410-3-36	315.00	315.00
Total BADGER PEST CONTROL:						695.00
BALLWEG IMPLEMENT						
BALLWEG IMPLEMENT	PUSH PULL CABLE - PARKING BRAKE CABLE - 159-24	09/25/2025	P25163	100-70-5411-3-36	42.91	42.91
BALLWEG IMPLEMENT	CAP SCREW - FOR MOWER BLADE - 159-24	09/25/2025	P25229	100-70-5411-3-36	5.26	5.26
Total BALLWEG IMPLEMENT:						48.17
BEC ENTERPRISES LLC						
BEC ENTERPRISES LLC	DIRT SHOES/FIBER GUARD/PLATE/FILTER - STREET SWEEPER - 12-18	09/25/2025	INV36481	700-10-5192-3-36	1,828.85	1,828.85
Total BEC ENTERPRISES LLC:						1,828.85
BENTZ AUTOMOTIVE INC						
BENTZ AUTOMOTIVE INC	FREON & AC SERVICE - 15-17	09/25/2025	34574	100-70-5411-3-36	324.40	324.40
BENTZ AUTOMOTIVE INC	ALIGNMENT - 52-23	09/25/2025	34612	100-70-5411-3-36	123.55	123.55
Total BENTZ AUTOMOTIVE INC:						447.95
BOUND TREE MEDICAL LLC						
BOUND TREE MEDICAL LLC	EMS SUPPLIES	09/25/2025	85854665	100-50-5230-3-38	463.23	463.23
BOUND TREE MEDICAL LLC	EMS SUPPLIES	09/25/2025	85895634	100-50-5230-3-38	86.77	86.77
BOUND TREE MEDICAL LLC	HEALTHCARE INFRASTRUCTURE GRANT SUPPLIES	09/25/2025	85906739	410-50-5231-4-00	7,486.35	7,486.35
BOUND TREE MEDICAL LLC	CREDIT TO ACCOUNT	09/25/2025	70363053-CR	100-50-5230-3-38	341.77-	341.77-
BOUND TREE MEDICAL LLC	CREDIT ACCOUNT	09/25/2025	70365770-CR	100-50-5230-3-38	289.98-	289.98-
Total BOUND TREE MEDICAL LLC:						7,404.60
BRAUER SUPPLY & EQUIPMENT						
BRAUER SUPPLY & EQUIPMENT	CLEVIS HOOK/CHAIN ASSEMBLY REPAIR - CHAIN REPAIR & INSPECTIONS	09/25/2025	250039	100-70-5411-3-36	520.00	520.00
Total BRAUER SUPPLY & EQUIPMENT:						520.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
BROWN CAB SERVICE INC						
BROWN CAB SERVICE INC	AUGUST 2025 TAXI SERVICES	09/25/2025	6022	501-10-5154-3-38	13,365.72	13,365.72
Total BROWN CAB SERVICE INC:						13,365.72
C.VERHAGE.PHOTO						
C.VERHAGE.PHOTO	EMPLOYEE PHOTO - BROOKE, LARKIN, RACHEL	09/25/2025	4421395	100-10-5143-3-38	195.00	195.00
Total C.VERHAGE.PHOTO:						195.00
CAREW CONCRETE & SUPPLY INC						
CAREW CONCRETE & SUPPLY INC	CONCRETE - BAYBERRY LN & SCHALER - LIGHT POLE BASES - BAYBERRY	09/25/2025	1326634	419-70-5435-3-38	1,629.38	1,629.38
Total CAREW CONCRETE & SUPPLY INC:						1,629.38
CHARTER COMMUNICATIONS						
CHARTER COMMUNICATIONS	AQUATIC CENTER	09/25/2025	171154201-SE	100-20-5523-3-38	164.98	164.98
CHARTER COMMUNICATIONS	ACCT# 171154501 - PD - TV - SERVS 9 -1-25 TO 9-30-25	09/25/2025	171154501-SE	100-40-5211-3-38	103.08	103.08
CHARTER COMMUNICATIONS	ACCT# 171153401 - PD - INTERNET - SERVS 9-1-25 TO 9-30-25	09/25/2025	171153401-SE	100-40-5211-3-38	490.00	490.00
CHARTER COMMUNICATIONS	GARAGE - TV, INTERNET	09/25/2025	171154001	100-70-5412-3-38	234.50	234.50
CHARTER COMMUNICATIONS	LATE FEE	09/25/2025	31233-SEPT2	100-10-5197-3-31	114.23	114.23
CHARTER COMMUNICATIONS	CITY HALL - INTERNET	09/25/2025	17156301-SE	100-10-5197-3-31	149.99	149.99
CHARTER COMMUNICATIONS	NEW COMMUNITY CENTER	09/25/2025	241449301-SE	100-20-5511-3-31	129.99	129.99
Total CHARTER COMMUNICATIONS:						1,386.77
CITIES DIGITAL						
CITIES DIGITAL	LASERFICHE RENEWAL 12/8/25- 12/7/26	09/25/2025	64752	100-10-5141-3-36	1,303.13	1,303.13
Total CITIES DIGITAL:						1,303.13
CITY OF BEAVER DAM						
CITY OF BEAVER DAM	EMS CALL 8-29-25	09/25/2025	23322	100-10-5255-3-38	860.00	860.00
Total CITY OF BEAVER DAM:						860.00
CND SPECIALTIES INC						
CND SPECIALTIES INC	K9 BRAT FRY - BURGERS, BRATS, BUNS - 2025	09/25/2025	235901	220-40-5212-3-38	554.36	554.36
Total CND SPECIALTIES INC:						554.36
COLE OIL & PROPANE						
COLE OIL & PROPANE	DEF DIESEL EXHAUST FLUID - BULK	09/25/2025	2094384	100-70-5411-3-38	390.60	390.60
Total COLE OIL & PROPANE:						390.60
CONWAY SHIELD						
CONWAY SHIELD	NAMEPLATE FOR FIREFIGHTER JACKET	09/25/2025	0542317	100-50-5244-3-38	155.50	155.50
Total CONWAY SHIELD:						155.50

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
COTTINGHAM & BUTLER INC						
COTTINGHAM & BUTLER INC	MARKET UPDATE OF COMPENSATION PLAN - INSTALLMENT 2 OF 4	09/25/2025	421765	100-10-5143-3-38	3,312.50	3,312.50
Total COTTINGHAM & BUTLER INC:						3,312.50
DESTINATION LAKE WINNEBAGO REGION						
DESTINATION LAKE WINNEBAGO RE	70% OF ROOM TAX -JULY 25	09/25/2025	8312025	430-70-5436-3-42	13,493.47	13,493.47
Total DESTINATION LAKE WINNEBAGO REGION:						13,493.47
DODGE COUNTY CLERK						
DODGE COUNTY CLERK	SPRING ELECTION CHARGES 2025	09/25/2025	10274	100-10-5142-3-38	1,439.08	1,439.08
Total DODGE COUNTY CLERK:						1,439.08
ELLISON ELECTRIC SUPPLY INC						
ELLISON ELECTRIC SUPPLY INC	DISCOUNT COMMUNITY CENTER ELECTRONIC SIGN	09/25/2025	1232270	220-20-5514-3-38	151.59	151.59
ELLISON ELECTRIC SUPPLY INC	DISCOUNT COMMUNITY CENTER ELECTRONIC SIGN	09/25/2025	1232271	220-20-5514-3-38	944.98	944.98
Total ELLISON ELECTRIC SUPPLY INC:						1,096.57
EXCEL TECHNOLOGIES						
EXCEL TECHNOLOGIES	WAUPUN ICE ARENA AMMONIA VENTILATION	09/25/2025	119230	400-20-5514-8-00	500.00	500.00
Total EXCEL TECHNOLOGIES:						500.00
FASSBENDER, EMMA						
FASSBENDER, EMMA	FIREARM REIMBURSEMENT - FASSBENDER	09/25/2025	9-17-25	100-12634	621.40	621.40
Total FASSBENDER, EMMA:						621.40
FERGUSON WATERWORKS #1476						
FERGUSON WATERWORKS #1476	SUPPLIES FOR STORM SEWER REPAIRS	09/25/2025	0457896-1	700-10-5192-3-36	31.00	31.00
FERGUSON WATERWORKS #1476	SUPPLIES FOR STORM SEWER REPAIRS	09/25/2025	0457896	700-10-5192-3-36	74.30	74.30
Total FERGUSON WATERWORKS #1476:						105.30
GANNETT WISCONSIN LOCALIQ						
GANNETT WISCONSIN LOCALIQ	ORDINANCE 25-07	09/25/2025	11534201	100-10-5110-3-35	41.80	41.80
GANNETT WISCONSIN LOCALIQ	ORDINANCE 25-08	09/25/2025	11576590	100-10-5110-3-35	28.20	28.20
GANNETT WISCONSIN LOCALIQ	ASSESSMENT ROLLS & OPEN BOOK	09/25/2025	11555141	100-10-5110-3-35	25.00	25.00
GANNETT WISCONSIN LOCALIQ	BD OF REVIEW NOTICE	09/25/2025	11555600	100-10-5110-3-35	131.40	131.40
Total GANNETT WISCONSIN LOCALIQ:						226.40
GOODYEAR COMMERCIAL TIRE & SER						
GOODYEAR COMMERCIAL TIRE & SE	TIRES - PD - STOCK	09/25/2025	132-1206923	100-40-5212-3-36	998.00	998.00
Total GOODYEAR COMMERCIAL TIRE & SER:						998.00
GORDON FLESCHE CO INC						
GORDON FLESCHE CO INC	RICOH IMC4500 - CITY HALL COLOR COPIER - 08/13/25 TO 09/14/25	09/25/2025	IN15314462	100-10-5141-3-36	176.34	176.34

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total GORDON FLESCH CO INC:						176.34
GRUHR LTD						
GRUHR LTD	REPAIR CITY HALL CLOCK	09/25/2025	29930	100-10-5141-3-38	200.00	200.00
Total GRUHR LTD:						200.00
GUTH'S CANDY LLC						
GUTH'S CANDY LLC	JAPANESE GIFTS	09/25/2025	27436	100-10-5534-3-38	80.00	80.00
Total GUTH'S CANDY LLC:						80.00
HALRON LUBRICANTS INC						
HALRON LUBRICANTS INC	BULK OIL - SPIRAX SHELL	09/25/2025	1656938-00	100-70-5411-3-36	599.00	599.00
HALRON LUBRICANTS INC	SPIRAX SHELL/WINDSHIELD WASH/SYN ATF GLOBAL/DRUM DEPOSIT/GREASE	09/25/2025	1656093-00	100-70-5411-3-36	1,236.42	1,236.42
HALRON LUBRICANTS INC	GREASE	09/25/2025	1656093-01	100-70-5411-3-36	90.22	90.22
Total HALRON LUBRICANTS INC:						1,925.64
HOMAN AUTO - RIPON						
HOMAN AUTO - RIPON	SHIFT LEVER REPLACEMENT - SQUAD 3	09/25/2025	319079	100-40-5212-3-36	116.74	116.74
Total HOMAN AUTO - RIPON:						116.74
INSIGHT FS						
INSIGHT FS	GREENYARD DELUXE - SEED FOR BUILDINGS	09/25/2025	220018737	100-70-5412-3-36	146.45	146.45
INSIGHT FS	GREENYARD DELUXE - SEED FOR BUILDINGS	09/25/2025	220018678	100-70-5410-3-36	146.45	146.45
Total INSIGHT FS:						292.90
IPROMOTEU						
IPROMOTEU	TWO-TONE SUNGLASSES - OPEN HOUSE	09/25/2025	2459660PZZ	100-40-5214-3-38	463.02	463.02
IPROMOTEU	CAN COOLERS - OPEN HOUSE	09/25/2025	2466081PZZ	100-40-5214-3-38	378.71	378.71
Total IPROMOTEU:						841.73
JOHN FABICK TRACTOR CO						
JOHN FABICK TRACTOR CO	GAUGE - 106-96	09/25/2025	PIMK0432282	100-70-5411-3-36	77.22	77.22
JOHN FABICK TRACTOR CO	MIRROR - 106-96	09/25/2025	PIMK0432281	100-70-5411-3-36	67.01	67.01
Total JOHN FABICK TRACTOR CO:						144.23
KRUCZEK CONSTRUCTION						
KRUCZEK CONSTRUCTION	NEWTON & ROCK PHASE 2 UTILITIES PORTION	09/25/2025	PAY REQUES	100-13850	159,735.87	159,735.87
Total KRUCZEK CONSTRUCTION:						159,735.87
LANGUAGE LINE SERVICES						
LANGUAGE LINE SERVICES	LANGUAGE LINE	09/25/2025	11707349	100-40-5212-3-38	8.64	8.64
Total LANGUAGE LINE SERVICES:						8.64

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
LIFESTAR EMERGENCY MEDICAL						
LIFESTAR EMERGENCY MEDICAL	DEDUCTION DUE TO CITY OF BEAVER DAM ATTENDING A CALL ON 8-29-25	09/25/2025	21-0350	100-10-5255-3-38	4,640.00	4,640.00
Total LIFESTAR EMERGENCY MEDICAL:						4,640.00
LINCOLN CONTRACTORS						
LINCOLN CONTRACTORS	EXT HANDLE/METALWOOD HANDLE/EDGER - CONCRETE SUPPLIES	09/25/2025	J67223	100-70-5444-3-38	65.76	65.76
Total LINCOLN CONTRACTORS:						65.76
LYLE HULL & SON EQUIPMENT LLC						
LYLE HULL & SON EQUIPMENT LLC	RENTAL - VOLVO SD45 ROLLER	09/25/2025	952	100-70-5411-3-38	300.00	300.00
Total LYLE HULL & SON EQUIPMENT LLC:						300.00
MARCO TECHNOLOGIES LLC						
MARCO TECHNOLOGIES LLC	KONICA MINOLTA C3001 COPIER - CONTRACT 9/1/25 TO 10/1/25, COLOR COPY OVERAGE	09/25/2025	563953967	100-40-5211-3-38	163.91	163.91
Total MARCO TECHNOLOGIES LLC:						163.91
MARTENS ACE HARDWARE						
MARTENS ACE HARDWARE	BRUSHES - PAINT VOLLEYBALL POLES	09/25/2025	245956	100-20-5525-3-36	13.98	13.98
MARTENS ACE HARDWARE	TOILET BOWL CLEANER - AQUATIC CENTER	09/25/2025	245981	100-20-5523-3-36	3.99	3.99
MARTENS ACE HARDWARE	HOSE ADPRT/DRY LINE CORRECTION TAPE/BUSHING - IRRIGATION - COMPLEX REPAIR	09/25/2025	245985	100-20-5525-3-36	16.57	16.57
MARTENS ACE HARDWARE	WASP & HORNET SPRAY/GREAT STUFF	09/25/2025	245995	100-70-5412-3-36	55.92	55.92
MARTENS ACE HARDWARE	OUTDOOR CLEANER/BATTERIES - HERITAGE PARK - CLEAN & STAIN WINDMILL	09/25/2025	246006	100-20-5525-3-36	91.97	91.97
MARTENS ACE HARDWARE	DOG FOOD - K9	09/25/2025	246030	220-40-5212-3-38	54.99	54.99
MARTENS ACE HARDWARE	ROPE POLY PROLINE - REPLACE ROPE ON FLAG POLE @ MUSEUM	09/25/2025	246031	100-70-5410-3-36	9.99	9.99
MARTENS ACE HARDWARE	BATTERIES - BUILDINGS	09/25/2025	246034	100-70-5410-3-36	17.99	17.99
MARTENS ACE HARDWARE	BRUSHES/ROLLER/STAIN - HERITAGE PARK - CLEAN & STAIN WINDMILL	09/25/2025	246035	100-20-5525-3-36	74.97	74.97
MARTENS ACE HARDWARE	CLEANER/OUTDOOR CLEANER - HERITAGE PARK - CLEAN & WATERSEAL WINDMILL	09/25/2025	246046	100-20-5525-3-36	40.98	40.98
MARTENS ACE HARDWARE	SPLICE KIT CABLE/THERMOSTAT - REPLACE @ OLD SENIOR CENTER	09/25/2025	246055	100-70-5410-3-36	51.98	51.98
MARTENS ACE HARDWARE	MINERAL SPIRITS/SANDPAPER - DOOR @ WEST END	09/25/2025	246068	100-20-5525-3-36	24.98	24.98
MARTENS ACE HARDWARE	CEMENT/CPVC CAP/CPVC CPLNG - REPAIR FURNACE DRAIN LINE @ OLD SENIOR CENTER	09/25/2025	246069	100-70-5410-3-36	15.57	15.57
MARTENS ACE HARDWARE	KEY - PD	09/25/2025	246094	100-40-5211-3-38	4.99	4.99
MARTENS ACE HARDWARE	CONCRETE ANCHORS/CLEANER - EXTEND BLEACHER STEPS @ ICE ARENA	09/25/2025	246100	100-70-5410-3-36	62.98	62.98
MARTENS ACE HARDWARE	PAINT - PAINT BUILDING DOORS	09/25/2025	246109	100-70-5410-3-36	44.99	44.99
MARTENS ACE HARDWARE	TRAY LINERS/WOOD PROTECTOR - HERITAGE RIDGE - CLEAN & WATERSEAL WINDMILL	09/25/2025	246122	100-20-5525-3-36	64.97	64.97
MARTENS ACE HARDWARE	PIPE/COUPLE/ELBOWS PVC - INSTALL SUMP LINE ON NEWTON AVE	09/25/2025	246124	700-10-5192-8-00	257.92	257.92
MARTENS ACE HARDWARE	WOOD PROTECTOR - HERITAGE PARK - CLEAN & WATERSEAL					

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
	WINDMILL	09/25/2025	246138	100-20-5525-3-36	27.99	27.99
MARTENS ACE HARDWARE	WATERSEAL/ROLLERS/BRUSHES - HERITAGE PARK - CLEAN & WATERSEAL WINDMILL	09/25/2025	246151	100-20-5525-3-36	72.94	72.94
MARTENS ACE HARDWARE	PAINT BRUSH/PAINT	09/25/2025	246162	100-70-5412-3-36	54.98	54.98
MARTENS ACE HARDWARE	CONST ADHSV/ULTRA CVR GLS - HERITAGE PARK - REPAIR DOOR ON WINDMILL	09/25/2025	246175	100-20-5525-3-36	32.98	32.98
MARTENS ACE HARDWARE	WASHER HOSE/PRESSURE WASHER HOSE - REPLACE	09/25/2025	246176	100-20-5523-3-36	48.98	48.98
MARTENS ACE HARDWARE	RESCUE TAPE	09/25/2025	246189	100-20-5523-3-36	11.99	11.99
MARTENS ACE HARDWARE	FASTENERS - REPLACE BEARING ON MOWER	09/25/2025	246210	100-70-5411-3-36	11.16	11.16
MARTENS ACE HARDWARE	MASKING TAPE/PAINTER TAPE - PAINT STEPS @ ICE ARENA	09/25/2025	246218	100-70-5410-3-36	38.96	38.96
MARTENS ACE HARDWARE	CARWAX - SLIDES	09/25/2025	246244	100-20-5523-3-36	26.97	26.97
MARTENS ACE HARDWARE	PAINT - PAINT STEPS @ ICE ARENA	09/25/2025	246248	100-70-5410-3-36	39.99	39.99
MARTENS ACE HARDWARE	MULCH - ROCK & NEWTON LANDSCAPE DITCH	09/25/2025	246249	700-10-5192-8-00	67.96	67.96
MARTENS ACE HARDWARE	GUN - ROBERTS	09/25/2025	246253	100-12634	799.99	799.99
MARTENS ACE HARDWARE	ROLLER/PAINTER TAPE/DUCT TAPE - SHOP SUPPLIES FOR BUILDINGS	09/25/2025	246355	100-70-5410-3-36	62.94	62.94
MARTENS ACE HARDWARE	BATTERIES - BUILDING SUPPLIES	09/25/2025	246370	100-70-5410-3-36	12.99	12.99
MARTENS ACE HARDWARE	FASTENERS - STORMWATER OUTFALL - STATE ST REPAIR	09/25/2025	246405	700-10-5192-3-36	25.99	25.99
MARTENS ACE HARDWARE	STORAGE HOOKS/BRUSH - AQUATIC CENTER	09/25/2025	246446	100-20-5523-3-36	37.95	37.95
MARTENS ACE HARDWARE	CLOTH/CONCRETE SCREWS/FASTENERS - STORMWATER OUTFALL - STATE ST REPAIR	09/25/2025	246447	700-10-5192-3-36	81.88	81.88
MARTENS ACE HARDWARE	PAINT MARKERS - SHOP SUPPLIES	09/25/2025	246454	100-70-5411-3-36	13.98	13.98
MARTENS ACE HARDWARE	FIN HX NUT/FLAT WASHER/FASTENERS - STORMWATER OUTFALL - STATE ST REPAIR	09/25/2025	246461	700-10-5192-3-36	35.46	35.46
MARTENS ACE HARDWARE	OIL - GAS/OIL MIX - CHAINSAW & MOWER	09/25/2025	246490	100-70-5411-3-36	23.96	23.96
MARTENS ACE HARDWARE	SHELF - FD	09/25/2025	246498	100-50-5230-3-38	52.99	52.99
Total MARTENS ACE HARDWARE:						2,492.76
MENARDS - BEAVER DAM						
MENARDS - BEAVER DAM	DATA CABLE - ICE ARENA	09/25/2025	82877	100-70-5410-3-36	202.48	202.48
Total MENARDS - BEAVER DAM:						202.48
MSA PROFESSIONAL SERVICES INC						
MSA PROFESSIONAL SERVICES INC	NEWTON/ROCK PHASE 2 HARRIS CREEK	09/25/2025	020419	700-10-5192-8-00	19,918.40	19,918.40
MSA PROFESSIONAL SERVICES INC	HAWTHORNE DRIVE ANNEXATION	09/25/2025	020615	100-70-5420-3-38	4,076.50	4,076.50
MSA PROFESSIONAL SERVICES INC	ADDITIONAL SERVICES	09/25/2025	020616	405-70-5436-8-00	8,737.89	8,737.89
Total MSA PROFESSIONAL SERVICES INC:						32,732.79
NAPA AUTO PARTS-WAUPUN						
NAPA AUTO PARTS-WAUPUN	PLUG TAP/HEX DIE - SHOP SUPPLIES	09/25/2025	446500	100-70-5411-3-36	28.98	28.98
NAPA AUTO PARTS-WAUPUN	TOW & STOW STANDARD ADJUSTS - SET UP NEW TRK - 14-25	09/25/2025	446532	410-70-5411-4-00	269.00	269.00
NAPA AUTO PARTS-WAUPUN	VALVOLINE/CARLYLE - SHOP SUPPLIES	09/25/2025	446602	100-70-5411-3-36	61.38	61.38
NAPA AUTO PARTS-WAUPUN	DIESEL NOZZLE - REPLACE - 40-07	09/25/2025	446609	100-70-5411-3-36	136.99	136.99
NAPA AUTO PARTS-WAUPUN	FLUID OIL PUMP	09/25/2025	446807	100-70-5411-3-36	12.99	12.99
NAPA AUTO PARTS-WAUPUN	SIDEMARKER - FD - 594	09/25/2025	447068	100-50-5244-3-36	5.49	5.49
NAPA AUTO PARTS-WAUPUN	EXTERNAL PIPE/COUPLER - SHOP AIR LINE	09/25/2025	447083	100-70-5411-3-36	19.63	19.63

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
NAPA AUTO PARTS-WAUPUN	EXTERNAL PIPE/COUPLER - SHOP AIR LINE	09/25/2025	447136	100-70-5412-3-36	19.85	19.85
NAPA AUTO PARTS-WAUPUN	CREDIT - FD	09/25/2025	447409	100-50-5244-3-36	46.11-	46.11-
NAPA AUTO PARTS-WAUPUN	O-RING	09/25/2025	447902	100-70-5411-3-36	.54	.54
NAPA AUTO PARTS-WAUPUN	BOXED MINIATURES - FD - 593	09/25/2025	448041	100-50-5244-3-36	1.39	1.39
NAPA AUTO PARTS-WAUPUN	BOXED MINIATURES - FD - 593	09/25/2025	448043	100-50-5244-3-36	1.39	1.39
NAPA AUTO PARTS-WAUPUN	FINANCE CHARGE	09/25/2025	OC-2853955	100-70-5411-3-36	3.84	3.84
Total NAPA AUTO PARTS-WAUPUN:						515.36
NAVIS, MIKE						
NAVIS, MIKE	MEAL REIMB - NAVIS - FTO MANAGEMENT TRAINING	09/25/2025	9-16-25	100-40-5215-3-37	11.54	11.54
Total NAVIS, MIKE:						11.54
O'REILLY AUTOMOTIVE INC						
O'REILLY AUTOMOTIVE INC	ANTIFREEZE	09/25/2025	2391-201532	100-70-5411-3-36	79.96	79.96
O'REILLY AUTOMOTIVE INC	HEATER HOSE/COUPLER - REPLACE - 8-20	09/25/2025	2391-201501	100-70-5411-3-36	28.95	28.95
O'REILLY AUTOMOTIVE INC	V-BELT/OIL FILTER/FUEL-WTR SEP/AIR FILTERS - SERVICE - 155-96	09/25/2025	2391-201483	700-10-5193-3-36	168.52	168.52
O'REILLY AUTOMOTIVE INC	AIR FILTERS/OIL FILTER/FUEL FILTER - SERVICE - 156-10	09/25/2025	2391-201605	700-10-5193-3-36	121.75	121.75
O'REILLY AUTOMOTIVE INC	OIL FILTERS/HYD FILTERS/FUEL FILTERS/AIR FILTERS - 8-20	09/25/2025	2391-200806	100-70-5411-3-36	329.59	329.59
O'REILLY AUTOMOTIVE INC	CREDIT	09/25/2025	2391-201043	100-70-5411-3-36	57.38-	57.38-
O'REILLY AUTOMOTIVE INC	AIR FILTER - 6-13	09/25/2025	2391-200644	100-70-5411-3-36	103.67	103.67
O'REILLY AUTOMOTIVE INC	CREDIT	09/25/2025	2391-200697	100-70-5411-3-36	129.92-	129.92-
O'REILLY AUTOMOTIVE INC	REPAIR BRAKES - 597	09/25/2025	2391-199894	100-50-5230-3-36	117.10	117.10
O'REILLY AUTOMOTIVE INC	CREDIT ACCOUNT	09/25/2025	2391-199844	100-50-5230-3-36	25.17-	25.17-
O'REILLY AUTOMOTIVE INC	CREDIT ACCOUNT	09/25/2025	2391-200038	100-50-5230-3-36	60.00-	60.00-
O'REILLY AUTOMOTIVE INC	AIR FILTERS/HYD FILTER/FUEL FILTER/OIL FILTER/CABIN FILTER - 9- 12	09/25/2025	2391-200085	100-70-5411-3-36	402.26	402.26
O'REILLY AUTOMOTIVE INC	AIR FILTERS/OIL FILTER/HYD FILTER/FUEL-WTR - 165-07 - SERV CHIPPER	09/25/2025	2391-201913	100-70-5411-3-36	109.70	109.70
Total O'REILLY AUTOMOTIVE INC:						1,189.03
OSHKOSH FIRE & POLICE EQUIPMNT						
OSHKOSH FIRE & POLICE EQUIPMNT	STRUCTURAL FIREFIGHTING GLOVES	09/25/2025	198064	100-50-5244-3-38	882.00	882.00
OSHKOSH FIRE & POLICE EQUIPMNT	ROLLING EQUIPMENT RACK/LOCKER	09/25/2025	198160	220-50-5231-3-38	1,830.00	1,830.00
Total OSHKOSH FIRE & POLICE EQUIPMNT:						2,712.00
PIGGLY WIGGLY DISCOUNT FOODS						
PIGGLY WIGGLY DISCOUNT FOODS	BREAK ROOM SUPPLIES	09/25/2025	9-16-25	100-10-5110-3-38	9.97	9.97
PIGGLY WIGGLY DISCOUNT FOODS	COMMUNITY CENTER ICE CREAM SOCIAL	09/25/2025	5174	100-20-5511-3-38	34.32	34.32
PIGGLY WIGGLY DISCOUNT FOODS	DPW PICNIC	09/25/2025	0039	100-10-5534-3-38	132.11	132.11
PIGGLY WIGGLY DISCOUNT FOODS	SUPPLIES - BD OF REVIEW	09/25/2025	1941	100-10-5110-3-38	26.49	26.49
PIGGLY WIGGLY DISCOUNT FOODS	SODA - FD - FIRE CALLS/TRAINING/MEETINGS	09/25/2025	1495	100-50-5244-3-38	73.40	73.40
Total PIGGLY WIGGLY DISCOUNT FOODS:						276.29
PITNEY BOWES GLOBAL FINANCIAL SERVICES						
PITNEY BOWES GLOBAL FINANCIAL	LEASE FOR MAIL MACHINE - PD - JUN 30, 2025 TO SEPT 29, 2025	09/25/2025	3321230419	100-40-5211-3-33	168.24	168.24

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total PITNEY BOWES GLOBAL FINANCIAL SERVICES:						168.24
PROS 4 TECHNOLOGY INC						
PROS 4 TECHNOLOGY INC	LAPTOP AND 1 DOCKING STATION KELSY V AND JENNY P	09/25/2025	58010	100-10-5197-3-38	3,745.00	3,745.00
Total PROS 4 TECHNOLOGY INC:						3,745.00
PURCHASE POWER						
PURCHASE POWER	POSTAGE OVERAGE FEE	09/16/2025	9-16-25	100-10-5141-3-36	502.25	502.25
Total PURCHASE POWER:						502.25
RENNERTS						
RENNERTS	TURBO REPAIR KIT - 592	09/25/2025	4896	100-50-5244-3-36	1,082.00	1,082.00
Total RENNERTS:						1,082.00
SAFE STEP LLC						
SAFE STEP LLC	EVALUATE SIDEWALKS, PROVIDE REPORTING, & REPAIR UNEVEN SIDEWALK PANELS	09/25/2025	4738	400-70-5444-8-00	10,007.09	10,007.09
Total SAFE STEP LLC:						10,007.09
SAFETY KLEEN						
SAFETY KLEEN	USED OIL/USED ANTIFREEZE	09/25/2025	98071940	100-70-5411-3-36	864.00	864.00
Total SAFETY KLEEN:						864.00
SAGACIOUS SOLUTIONS INC						
SAGACIOUS SOLUTIONS INC	REIMBURSE OVERPAYMENT FOR BUILDING PERMIT CK#2876 - RE- ISSUE	09/25/2025	9-8-25	100-13850	49.80	49.80
Total SAGACIOUS SOLUTIONS INC:						49.80
SALAMONE SUPPLIES						
SALAMONE SUPPLIES	BUILDING SUPPLIES	09/25/2025	181652	100-70-5410-3-38	301.81	301.81
Total SALAMONE SUPPLIES:						301.81
SCHNELL, ADAM						
SCHNELL, ADAM	CLOTHING ALLOWANCE - SCHNELL - RE-ISSUE	09/25/2025	9-8-25 RE-ISS	100-12634	100.00	100.00
Total SCHNELL, ADAM:						100.00
SHRED-IT / STERICYCLE, INC						
SHRED-IT / STERICYCLE, INC	DESTRUCTION OF RECORDS - AUGUST 2025	09/25/2025	8011874562	100-40-5211-3-38	70.51	70.51
Total SHRED-IT / STERICYCLE, INC:						70.51
SSM HEALTH LABORATORIES						
SSM HEALTH LABORATORIES	LEGAL BLOOD DRAWS - AUGUST 2025	09/25/2025	4617123	100-40-5213-3-38	120.00	120.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total SSM HEALTH LABORATORIES:						120.00
STOBB PLUMBING & HEATING INC						
STOBB PLUMBING & HEATING INC	PUMPED DOWN AC @ 18 A N MADISON ST - DEMO - ALLEY PROJECT	09/25/2025	17119	405-70-5436-8-00	360.00	360.00
Total STOBB PLUMBING & HEATING INC:						360.00
SUBURBAN ENTERPRISES INC						
SUBURBAN ENTERPRISES INC	REPROGRAMMED ALARM PANEL - REMOTE - CITY HALL	09/25/2025	203724	100-70-5410-3-36	62.50	62.50
Total SUBURBAN ENTERPRISES INC:						62.50
TOTAL BUSINESS PRODUCTS						
TOTAL BUSINESS PRODUCTS	ENVELOPES - CLERK/SOLID & WINDOW	09/25/2025	92187	100-10-5141-3-30	260.00	260.00
TOTAL BUSINESS PRODUCTS:						260.00
TRANSCENDENT TECHNOLOGIES						
TRANSCENDENT TECHNOLOGIES	FDL CTY TAX SYSTEM ANNUAL MAINT	09/25/2025	M8663	100-10-5141-3-38	951.00	951.00
Total TRANSCENDENT TECHNOLOGIES:						951.00
TRIPLE CROWN PRODUCTS						
TRIPLE CROWN PRODUCTS	SAFETY CLOTHING	09/25/2025	391896	100-70-5412-3-38	140.52	140.52
Total TRIPLE CROWN PRODUCTS:						140.52
TRUCK COUNTRY						
TRUCK COUNTRY	CAP-WASHER/HEADLAMP - HEADLIGHT - 5-09	09/25/2025	X202856150:0	100-70-5411-3-36	327.39	327.39
TRUCK COUNTRY	PRESSURE SENSOR - REPLACE - 8- 20	09/25/2025	X202857693:0	100-70-5411-3-36	249.24	249.24
Total TRUCK COUNTRY:						576.63
VILLAGE OF ROSENDALE						
VILLAGE OF ROSENDALE	RADAR & LASER CERT TRAINING - HOPP, ROBERTS, WARNER	09/25/2025	8-28-25	100-40-5215-3-37	270.00	270.00
Total VILLAGE OF ROSENDALE:						270.00
VON BRIESEN & ROPER, S.C.						
VON BRIESEN & ROPER, S.C.	005504-00033 GENERAL - PERSONNEL	09/25/2025	505285	100-10-5143-3-38	511.00	511.00
Total VON BRIESEN & ROPER, S.C.:						511.00
WAUPUN AREA SCHOOL DISTRICT						
WAUPUN AREA SCHOOL DISTRICT	KEY DEPOSIT REIMBURSEMENT	09/25/2025	9-8-25	100-20-5526-3-38	500.00	500.00
Total WAUPUN AREA SCHOOL DISTRICT:						500.00
WAUPUN HOCKEY ASSOCIATION						
WAUPUN HOCKEY ASSOCIATION	HOCKEY FLOOR CONTRIBUTION	09/08/2025	982025	100-20-5527-3-38	100,000.00	100,000.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total WAUPUN HOCKEY ASSOCIATION:						100,000.00
WAUPUN UTILITIES						
WAUPUN UTILITIES	STORMWATER BILLING & COLLECTION FEES - AUG 2025	09/25/2025	6476	700-10-5192-3-38	877.00	877.00
WAUPUN UTILITIES	MONTHLY UTILITY CHARGES	09/16/2025	AUG2025	100-50-5244-3-32	39,210.54	39,210.54
Total WAUPUN UTILITIES:						40,087.54
WEIMER BEARING & TRANSMISSION INC						
WEIMER BEARING & TRANSMISSION	BOLT FLANGES - STREET SWEEPER - 12-18 & ELEVATOR BEARINGS	09/25/2025	80896121	700-10-5192-3-36	153.30	153.30
Total WEIMER BEARING & TRANSMISSION INC:						153.30
WELLS FARGO PAYMENT REMITT						
WELLS FARGO PAYMENT REMITT	NORTHEAST WI TECH COLLEGE - DETECTIVE ACADEMY - KONKEL	09/17/2025	TED-AUG25	100-40-5215-3-37	660.01	660.01
Total WELLS FARGO PAYMENT REMITT:						660.01
WI STATE FIRE INSPECTORS ASSOCIATION						
WI STATE FIRE INSPECTORS ASSOCI	FIRE PREVENTION PROFESSIONAL CONF - BEEKMAN	09/25/2025	9-24-25	100-50-5244-3-37	375.00	375.00
WI STATE FIRE INSPECTORS ASSOCI	FIRE PREVENTION PROFESSIONAL CONF - THOMAS	09/25/2025	9-24-25-1	100-50-5244-3-37	375.00	375.00
Total WI STATE FIRE INSPECTORS ASSOCIATION:						750.00
Grand Totals:						428,997.44

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-10-5110-3-35	226.40	.00	226.40
100-10-5110-3-38	42.40	.00	42.40
100-10-5141-3-30	287.91	.00	287.91
100-10-5141-3-31	31.06	.00	31.06
100-10-5141-3-36	1,681.72	.00	1,681.72
100-10-5141-3-38	951.00	.00	951.00
100-10-5142-3-38	1,462.42	.00	1,462.42
100-10-5143-3-38	4,018.50	.00	4,018.50
100-10-5191-3-31	31.06	.00	31.06
100-10-5197-3-31	163.94	.00	163.94
100-10-5197-3-38	2,596.00	.00	2,596.00
100-10-5255-3-38	6,360.00	860.00	5,500.00
100-10-5534-3-38	212.11	.00	212.11
100-12634	1,521.39	.00	1,521.39
100-13850	10,723.74	.00	10,723.74
100-16210	500.00	.00	500.00
100-20-5511-3-31	161.05	.00	161.05
100-20-5511-3-32	1,812.16	.00	1,812.16
100-20-5511-3-36	80.00	.00	80.00
100-20-5511-3-38	34.32	.00	34.32
100-20-5512-3-32	246.10	.00	246.10

GL Account	Debit	Credit	Proof
100-20-5513-3-32	195.08	.00	195.08
100-20-5523-3-32	12,412.66	.00	12,412.66
100-20-5523-3-36	308.25	.00	308.25
100-20-5523-3-38	164.98	.00	164.98
100-20-5523-3-40	1,827.12	.00	1,827.12
100-20-5525-3-32	4,365.82	.00	4,365.82
100-20-5525-3-36	674.83	.00	674.83
100-20-5526-3-38	500.00	.00	500.00
100-20-5527-3-38	100,000.00	.00	100,000.00
100-21100	1,810.33	193,891.52-	192,081.19-
100-40-5211-3-32	1,446.91	.00	1,446.91
100-40-5211-3-33	168.24	.00	168.24
100-40-5211-3-38	832.49	.00	832.49
100-40-5212-3-36	1,114.74	.00	1,114.74
100-40-5212-3-38	8.64	.00	8.64
100-40-5213-3-38	120.00	.00	120.00
100-40-5214-3-38	841.73	.00	841.73
100-40-5215-3-37	1,069.12	.00	1,069.12
100-50-5230-3-36	117.10	85.17-	31.93
100-50-5230-3-38	629.51	631.75-	2.24-
100-50-5244-3-32	829.89	.00	829.89
100-50-5244-3-36	1,090.27	46.11-	1,044.16
100-50-5244-3-37	750.00	.00	750.00
100-50-5244-3-38	1,110.90	.00	1,110.90
100-70-5410-3-32	3,457.20	.00	3,457.20
100-70-5410-3-36	1,217.46	.00	1,217.46
100-70-5410-3-38	301.81	.00	301.81
100-70-5411-3-36	5,951.24	187.30-	5,763.94
100-70-5411-3-38	690.60	.00	690.60
100-70-5412-3-32	1,183.28	.00	1,183.28
100-70-5412-3-36	577.20	.00	577.20
100-70-5412-3-38	467.15	.00	467.15
100-70-5420-3-31	67.17	.00	67.17
100-70-5420-3-38	4,076.50	.00	4,076.50
100-70-5441-3-32	217.49	.00	217.49
100-70-5442-3-32	11,505.26	.00	11,505.26
100-70-5444-3-36	325.85	.00	325.85
100-70-5444-3-38	65.76	.00	65.76
100-70-5613-3-38	65.99	.00	65.99
210-21100	.00	2,751.58-	2,751.58-
210-60-5511-3-31	31.06	.00	31.06
210-60-5511-3-32	2,720.52	.00	2,720.52
220-20-5514-3-38	1,118.92	22.35-	1,096.57
220-21100	22.35	3,558.27-	3,535.92-
220-40-5212-3-38	609.35	.00	609.35
220-50-5231-3-38	1,830.00	.00	1,830.00
230-21100	.00	1,156.00-	1,156.00-
230-30-5241-3-38	1,156.00	.00	1,156.00
400-20-5514-8-00	500.00	.00	500.00
400-21100	.00	163,675.31-	163,675.31-
400-70-5436-8-00	153,168.22	.00	153,168.22
400-70-5444-8-00	10,007.09	.00	10,007.09
405-21100	.00	8,336.16-	8,336.16-
405-70-5436-3-38	29.52	.00	29.52
405-70-5436-8-00	8,306.64	.00	8,306.64
410-21100	.00	7,794.28-	7,794.28-
410-50-5231-4-00	7,486.35	.00	7,486.35
410-70-5411-4-00	269.00	.00	269.00

GL Account	Debit	Credit	Proof
410-70-5412-4-00	38.93	.00	38.93
419-21100	.00	372.40-	372.40-
419-70-5435-3-38	372.40	.00	372.40
430-21100	.00	13,493.47-	13,493.47-
430-70-5436-3-42	13,493.47	.00	13,493.47
501-10-5154-3-38	13,365.72	.00	13,365.72
501-21100	.00	13,365.72-	13,365.72-
700-10-5192-3-32	51.25	.00	51.25
700-10-5192-3-36	3,502.01	.00	3,502.01
700-10-5192-3-38	877.00	.00	877.00
700-10-5192-8-00	17,714.88	.00	17,714.88
700-10-5193-3-36	290.27	.00	290.27
700-21100	.00	22,435.41-	22,435.41-
Grand Totals:	432,662.80	432,662.80-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Invoice.Batch = "090825","091625","091725","093025"

Minutes of the Waupun Public Library Board Meeting Wednesday, June 18, 2025

The Waupun Public Library Board was called to order by Dr. Bev Martens, President, at 4:30 p.m. on Wednesday, June 18, 2025. Present were DeJaeger, Gehl, Hintze, Homan, Martens, Mielke, Svec, Jaeger, and Garcia. Beer was absent.

Minutes from Previous Meetings

Motion by Svec, second Hintze, to accept the May minutes as presented. Motion carried.

Persons Wishing to Address the Library Board

1. Jess Kiehl: Provided an analysis of typical use by children 12 and under at the Waupun Public Library.
2. Sandy Oestreich: Spoke about her love of the library; said the library should consider the viewpoint of the majority and that the library doesn't need to meet all community members' needs.
3. Don Steinhauer: Said the library was a grooming factory and he thinks the library thinks it is okay to exploit children. He spoke about moral relativism and that the library is contributing to the decay and rot of society.
4. Forsell Gappa: Outlined his interpretation of love as he says is defined by God; compared the library display to the devil.
5. Kara Nelson: Thanked the library board for their work; spoke in support of separation of church and state and the parent's right to choose.
6. Angie Kirst: Spoke in support of the separation of church and state; pointed out that other church denominations that have churches in Waupun affirm and support the LGBTQ community.
7. Peggy Shurman: Shared her beliefs about public libraries and that a true democracy will not decide what others can read or do.
8. Kelly Bowen Brown: Shared her personal story of her life growing up as LGBTQ, and that if she showed her true self as a child, she knew she would have been shamed, mocked and condemned.
9. Heather Van Buren: Waupun consists of many people; the library exists to serve everyone.
10. Elizabeth Cook: Mentioned that the library has many romance books that go into graphic detail; felt that the library having sexual education books is acceptable; does not support Christian Nationalism.

Monthly Statistics

May statistics were reviewed.

Budget Summary

Current budget was reviewed.

Consideration of Bills for Payment

Motion by Hintze, second Homan, to pay the June 2025 bills as presented. Motion carried 7-0 on roll call.

Committee Reports

No Committee Reports.

Librarian's Report

Librarian's report was reviewed.

Old Business

Motion by Svec, second Gehl, to approve Display Policy for Library Staff as presented. Motion carried.

New Business

Mielke and Gehl appointed to Budget Committee.

Closed Session

Motion by Hintze, second Mielke, to go into closed session under Section 19.85(1)(c) of the WI Statutes to discuss the library director's performance evaluation. Motion carried.

Motion by Hintze, second DeJager, to go back into Open Session. Motion carried.

Action from Closed Session

Motion by Hintze, second Homan, to approve performance evaluation with one modification to list of annual goals. Motion carried.

Future meetings and gatherings involving the Library Board

Next tentative meeting: Wednesday, July 16, 2025, at 4:30 p.m.

Adjournment

Motion by Hintze, second Mielke, to adjourn at 6:27 p.m. Motion carried.

Marie Svec, Secretary

MS/bkj



Item 1.

MINUTES
CITY OF WAUPUN ECONOMIC DEVELOPMENT
COMMITTEE
Waupun City Hall – 201 E. Main Street, Waupun WI
Wednesday, July 23, 2025 at 3:00 PM

Chairperson Pete Kaczmarski called the meeting to order at 3 pm.

Roll Call taken with members Pete Kaczmarski, Jason Westphal, Dan Siebers, Steve Brooks and Lisa McArthur present. Also in attendance Jeff Daane, Kathy Schlieve, Casey Langenfeld. Absent and excused, Attorney Dan Vande Zande.

No one present for public comment.

Motion Westphal, second McArthur to approve minutes from May 20, 2025 Economic Development Committee Meeting. Carried unanimously.

Discussion on future use of City-Owned Land Northwest of Summer Ave and Rosewood Dr. Water and sewer are run through the site along Rosewood Dr. DPW has put in significant work to clean up the site, has reviewed wetland areas with WI-DNR, and devotes staff time to mow/maintain the property. The site is currently zoned R1/R2 with the northernmost section of the parcel unzoned. In follow-up from May 20, 2025, staff have investigated possible subdivision of the land for the purpose of housing development. Site layout and potential costs were presented and discussed. Estimated cost to develop is \$827K and staff indicated that there is no ability to utilize TID and it is unclear how we would pay for this. In Fox Lake Valido homes is paying \$20K per lot. This could generate ~\$180K, which would cover stormwater costs. \$647K would need to be financed in some way without a revenue source tied to it. Hartford has used TRIP – however Ehlers advises caution. There is interest in pursuing development on the site and staff is directed to continue working on methods to finance a possible development.

Motion Siebers, second Westphal to adjourn into closed session under Section 19.85 (1) of the WI Statutes for (e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Carried unanimously.

1. Sale of City-Owned Building at 301 E Main St, TID 3
2. Investment of Public Funds at 1 W Brown St, TID 3
3. Sale of City Owned Land in Heritage Ridge Business Park, TID 7 and 9
4. Investment of Public Funds for Housing Development at 331 Bly St and in TID 9

Motion Siebers, second McArthur to reconvene to open session under Section 19.85(2) of the WI Statutes. Carried unanimously.

No action taken from closed session.

Motion Brooks, second McArthur to adjourn the meeting at 4:25 pm. Carried unanimously.

**Minutes of a Regular Meeting of the
Waupun Utilities Commission
Monday, August 11, 2025**

Meeting called to order by President Heeringa at 4:00 p.m.

Present: Commissioners Daane, Heeringa, Homan, Kunz, Mielke, Siebers, Thurmer; Mayor Bishop

Motion made by Thurmer, seconded by Homan, and unanimously carried, to approve minutes from July 14, 2025 meeting.

Motion by Thurmer, seconded by Kunz, and unanimously carried, bills for month of July 2025 approved as presented.

On motion by Kunz, seconded by Daane, and unanimously carried, year-to-date financial reports through June 2025 approved as presented by Finance Director Stanek. Electric operating income was \$342,200. Water operating income was \$317,200. Sewer operating income (loss) was (\$169,200).

General Manager Brooks updated the Commission on a recent meeting with the key account team at National Rivet Manufacturing. Discussion topics included Waupun Utilities' role as a Public Power Community, infrastructure, and potential incentives. National Rivet expressed interest in a follow-up meeting, and WU staff will develop and present proposals. GM Brooks also reported on two recent outage incidents, current electric projects, and ongoing work. Additionally, WU management staff will meet with a potential algae buyer regarding biomass opportunities.

Treatment Facilities and Operations Superintendent Schramm provided updates on the water and wastewater treatment and distribution systems. Treatment facilities staff responded to one call-in incident caused by the plant entering safe mode, which was later determined to be a PLC communication failure. Planning is underway for a scheduled outage at the wastewater treatment facility to allow contractors and the WU electric department to complete essential work, including the final cut-in and connection of the backup generator. Collection and distribution crews are expected to complete preventative maintenance projects, including sewer main flushing and fire hydrant flow testing, by the end of August.

General Manager Brooks requested to be excused from the September meeting due to being out of the office. Assistant Electric Superintendent Vande Kolk will attend in his place to provide the electric update. The Commission agreed to excuse General Manager Brooks from the September meeting.

Motion by Siebers, seconded by Homan, to adjourn in closed session under Section 19.85 (1)(c) of the WI Statutes to discuss employee performance evaluation of General Manager Position.

Motion by Kunz, seconded by Homan, and unanimously carried to reconvene in open session under Section 19.85 (2) of WI Statutes. No further action in open session.

On motion by Siebers, seconded by Kunz, and unanimously carried, meeting adjourned at 5:30 p.m.

The next regular commission meeting will be held on September 8, 2025 at 4:00 p.m.

Jen Benson
Office & Customer Service Supervisor



MINUTES
CITY OF WAUPUN BOARD OF PUBLIC WORKS
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, August 12, 2025 at 4:30 PM

Chairman Siebers called meeting to order at 4:30pm.

Members present include: Alderpersons: Dan Siebers, Michael Matoushek (Online), Bobbi Jo Kunz. Citizens: Dale Heeringa, Andrew Sullivan, Greg Zonnefeld, Dave Rens. Ex Officio: DPW Director Jeff Daane. Also in attendance is Mayor Rohn Bishop, City Administrator Kathy Schlieve, Nick & Shannie Tank, Rond Smit & Eric Ferdinand, David Lemmenes, Joel Sterk, and Kathy Hendricks.

FUTURE MEETINGS AND GATHERING INVOLVING THE BOARD OF PUBLIC WORKS

Next Regularly Scheduled Meeting: Tuesday, September 9, 2025, 4:30 p.m. Waupun City Hall, 201 E Main Street, Waupun, WI.

Persons Wishing to Address Board of Public Works

Mayor Rohn Bishop wishes to address the Board of Public Works to recognize the retirement of Gregg Zonnefeld as he steps down from his position on the Board of Public Works.

Consideration Actions

1. Prior Minutes

Motion Sullivan, second Kunz to approve minutes from June 10, 2025 Board of Public Works Meeting. Carried unanimously.

2. Amend Chapter Six Traffic Code Ordinance.

Complaint was received regarding the T-intersection of W. Jefferson St. and S. Division St. when making a turn due to parked vehicles. Motion Rens, second Sullivan to amend Ch.6.05(3)(e) entitled Traffic Code-No Parking to add no parking to the intersection of W. Jefferson St. and S. Division St. Carried unanimously.

3. Sign Policy & Guidelines

This is the updated version of the original stop sign policy that is now open to consider any potential new sign. Motion Siebers, second Matoushek to approve new Sign Policy & Guideline. Carried unanimously.

4. Edgewood Drive Flood Study

Daane presents Edgewood Drive Flood Study and shares the three alternatives for addressing flooding issues in the neighborhood and the potential costs and benefits for each option.

Shannie Tank, 732 Edgewood Dr, shares her experience with her basement flooding that caused them to lose a lot of personal belongings and expresses concern how the flooding impacts her property and surrounding area. There is also a concern with the chemicals from the field that washes through their yard when the neighborhood is full of kids.

Eric Ferdinand, 720 Edgewood Dr, also shares his concerns with how the flooding impacts his property and surrounding area and would like to try and find a solution that would not hurt any other properties in the process.

General discussion was held weighing all the different solutions and potential outcomes for each scenario. There was a consensus that flooding in the neighborhood is a significant issue. Members agreed on the importance of collaborating to address drainage concerns while also considering the interests of local farmers.

DISCUSSION

5. Department Report

Daane reviews monthly report for June and July that gives breakdown for total number of work orders, hours for each work order, and total costs associated.

ADJOURNMENT

Motion Sullivan, second Heeringa to adjourn this meeting at 5:28pm. Carried unanimously.



MINUTES
CITY OF WAUPUN PLAN COMMISSION
Waupun City Hall – 201 E. Main Street, Waupun WI
Wednesday, August 20, 2025 at 4:30 PM

CALL TO ORDER

Chairperson Bishop called the meeting to order at 4:32pm.

ROLL CALL

Members In-Person: Chairperson Rohn Bishop, Jason Whitford, Elton TerBeest, Gary Dejaeger, Mike Matoushek

Members Virtual: Jerry Medema

City Staff In-Person: City Attorney Dan VandeZande, Administrator Kathy Schlieve, Police Chief Jeremy Rasch

Absent and Excused: DPW Director Daane

Public: Cliff Teletzke, Brenda Ehlert

FUTURE MEETINGS AND GATHERING INVOLVING THE PLAN COMMISSION

The next Plan Commission will be held on September 24, 2025 at 4:30pm due to board's conflict.

CONSIDERATION ACTION

1. Minutes from July 16, 2025 Plan Commission Meeting

Motion Matoushek, second TerBeest to approve the July 16, 2025 Plan Commission meeting minutes. Carried unanimously.

2. Annexation Ordinance of Parcel 010-1315-0433-003 and 010-1315-0911-000 Located in the Town of Chester to the City of Waupun, Dodge County, WI

Motion Whitford, second DeJaeger to approve annexation ordinance. Carried unanimously.

DISCUSSION

3. Citizen Request to Amend Waupun Municipal Code 16.01 (11)(i) Storage and Parking of Recreational Vehicles

Administrator Schlieve starts the discussion with the Plan Commission deals with Zoning Ordinance which would involve parking of campers/rec vehicles in the driveway and traffic code deals with street parking which needs to go in front of Committee of the Whole.

Cliff Teletzke, 708 Robin Rd, appeared before Plan Commission to express opposition to the ordinance that restricts the parking of campers/recreation vehicles on city street and/or in front of your home. Cliff cannot park his camper in his driveway due to the camper size and the lot sizes are not big enough for his camper to be parked on the side of the house. Cliff acknowledges he is violating the ordinance when parking his camper in the street but feels the City should relax the ordinance to allow for campers/rec vehicles to park in the road from April 1 to November 1.

Brenda Ehlert, 716 Robin Rd, appeared before the Plan Commission to express opposition to the ordinance that restricts the parking of campers/recreation vehicles in front of your home. Brenda feels parking your camper in the driveway is no different than your car in the driveway and would like to see some kind of change with the ordinance during high usage times.

Police Chief Rasch shared ordinance comparisons from surrounding cities, noting that Waupun's regulations fall right in the middle. He explained that enforcement is primarily complaint driven, and there are no officers assigned specifically to issue violations. Chief Rasch also cautioned that if the City were to allow a seasonal timeframe for campers during the summer, it could set a precedent and lead to similar requests, such as for snowmobiles during the winter.

General discussion is held regarding the parking of campers/rec vehicles in the driveway and consensus is will not move forward with changing the ordinance.

Adjournment

Motion TerBeest, second Matoushek to adjourn this meeting at 5:23pm.



MINUTES
CITY OF WAUPUN SPECIAL COMMON COUNCIL
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, August 26, 2025 at 5:30 PM

CALL TO ORDER

Mayor Bishop called the meeting to order at 5:30pm.

ROLL CALL

Council in-person: Mayor Bishop, Alderman Kaczmarski, Alderman Siebers, Alderman Mielke

Council Virtual- Alderman Matoushek, Alderman Westphal

Council Excused: Alderman Kunz

Management in-person: Attorney VandeZande, Administrator Schlieve, Public Works Daane, Fire Chief Demaa, Finance Director Langenfeld, Recreation Director Kaminski, Utility Manager Brooks, Library Director Jaeger, Police Chief Rasch

Management Virtual: City Clerk/Treasurer Hull

Management absent and excused: None

Audience in-person: Jaedon Buchholz, Mike Beer

ORDINANCES-RESOLUTIONS

1. Ordinance to Annex Realestate Located in Town of Chester 010-1315-0433-003 & 010-1315-0911-000

Motion Kaczmarski, second by Matoushek to adopt Ordinance 25-09 to annex City owned land, parcels 010-1315-0433-003 and 010-1315-0911-000, located in the Town of Chester, Dodge County. Motion carried 5-0 on roll call.

CONSIDERATION - ACTION

No items for discussion.

DISCUSSION-REVIEW

2. Ordinance amending Ch. 6.05 Parking Limitations; Ch.16.01 Zoning Code; Ch. 16.02 Definitions for the purpose of Recreational Vehicle Parking

Consideration of ordinance changes to Ch. 16 was before the Plan Commission of which they did not make motion for recommended changes. Matoushek recommends amending 16.02 (36m), the definition of length of trailer, from 10 and 36 feet long to 10 and 46 feet long. Kaczmarski is against amending the current language.

Motion Matoushek, second Siebers to amend the ordinance language of the length and width of the trailer and return to the Plan Commission for review and recommendation. Motion carried 4-1 with Kaczmarski voting Nay.

3. Stormwater Utility Rates

Staff provides requirements for the stormwater utility and the need for a rate analysis to address the budget deficit projected in 2026. More discussion in the future.

Cody Hoeft, Inn-N-Out on Main Automotive at 124 E Main St. Waupun, appears before Council. Wishes for any complaints or questions regarding his business, are brought to his attention right away so he can take action as soon as possible.

4. 2026 Budget Review

Staff provides an overview of the draft 2026 proposed budget to-date.

CONSENT AGENDA

Motion Siebers, second Kaczmarski to approve the Consent Agenda. Motion carried 5-0 on roll call.

MAYORAL CORRESPONDENCE

24. Board of Public Works Member Resignation - Zonnefeld

Gregg Zonnefeld has submitted his resignation from the Board of Public Works effective August 12, 2025.

Motion Matoushek, second Sieber to accept the resignation from Gregg Zonnefeld from the Board of Public Works. Motion carried 5-0.

CLOSED SESSION

At 6:33pm, motion Westphal, second Siebers to adjourn to closed session under WI Statutes 1985(1)(e) for the purpose of Sale of City-Owned Located on the Easternmost Portion of Parcels 292-1315-0844-003 and 292-1315-0844-001 in TID 9. Motion carried 5-0.

OPEN SESSION

At 6:40pm, motion Siebers, second Matoushek to reconvene in open session under WI Statutes 1985(2). Motion carried 5-0.

ACTION FROM CLOSED SESSION

26. Sale of City-Owned Located on the Easternmost Portion of Parcels 292-1315-0844-003 and 292-1315-0844-001 in TID 9

No action.

ADJOURNMENT

At 6:41p, motion Matoushek, second Kaczmarski to duly call the meeting adjourned. Motion carried 5-0.



MINUTES
CITY OF WAUPUN COMMON COUNCIL
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, September 09, 2025 at 6:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION

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

ROLL CALL

Council in-person: Mayor Bishop, Alderman Westphal, Alderman Kaczmarski, Alderman Mielke, Alderman Matoushek, Alderman Siebers, Alderman Kunz

Council Virtual- None

Council Absent- None

Management in-person: Attorney VandeZande, City Clerk/Treasurer Hull, Administrator Schlieve, Public Works Daane, Fire Chief Demaa, Finance Director Langenfeld, Recreation Director Kaminski, Police Chief Rasch

Management Virtual: None

Management absent and excused: Library Director Jaeger, Utility Manager Brooks

Audience in-person: Julie Schmidt, Waupun Jr./Sr. High School Principal; Jaedon Buchholz

Audience Virtual: Phil Cosson of Ehlers

PERSONS WISHING TO ADDRESS COUNCIL

1. Julie Schmidt, Waupun Jr./Sr. High School Principal

Principal Schmidt provided an update on the various School events and accomplishments.

RESOLUTIONS AND ORDINANCES:

2. Resolution Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 9

Motion Siebers, second Matoushek to adopt Resolution 09-09-25-01 Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 9. Motion carried 6-0 on roll call.

3. Resolution Creating Tax Incremental District No. 10, Approving its Project Plan and Establishing its Boundaries

Motion Siebers, second Kunz to adopt Resolution 09-09-25-02 Creating Tax Incremental District No. 10, Approving its Project Plan and Establishing its Boundaries. Motion carried 6-0 on roll call.

CONSIDERATION - ACTION

4. Mayoral Appointment to the Board of Public Works

Motion Matoushek, second Kunz to accept the Mayoral appointment of Marcia Maly to the Board of Public Works. Motion carried 6-0.

5. License-Permit Applications, Expenses

Motion Matoushek, second Kunz to approve the license and permit applications and authorize payment of expenses. Motion carried 6-0 on roll call.

6. Consider Change to Elected Official Compensation

Siebers recommends no change to Alderman annual pay but to increase the Mayoral annual pay to \$18,000. Kaczmariski recommends no change to Alderman annual pay but to increase the Mayoral annual pay to \$15,000. Matoushek recommends Alderman annual pay to \$7200 and to increase the Mayoral annual pay to \$20,000. Pay amendments will be effective following the April 2026 elections for those seats on the ballot. Two-thirds vote (5 votes) is required to pass this vote.

Motion Matoushek, second Kunz to amend the total annual pay of the Alderman to \$7200 and the total annual pay of the Mayor to \$20,000. Motion fails on roll call 2-4 with Siebers, Westphal, Mielke, and Kaczmariski voting nay.

Motion Siebers, second Kunz to amend the total annual pay of the Alderman to \$7200 and the total annual pay of the Mayor to \$18,000. Roll call provides 4-2 with Westphal and Kaczmariski voting nay. Mayor votes aye to pass the motion 5-2.

MAYORAL CORRESPONDENCE/PRESENTATIONS

Mayor notices WI Public Power Week October 5-11, WI Fire Prevention Week- October 5-11, and WI Firefighters/EMS Memorial Day- October 11.

CLOSED SESSION

At 7:05p, motion Matoushek, second Mielke to adjourn in closed session under Section 19.85 (1) (g) for the purpose of the Sale of 301 E Main St, Waupun TID 3. Motion carried 6-0.

OPEN SESSION

At 7:31pm, motion Seibers, second Matoushek to reconvene in open session under Section 19.85(2) of the WI Statutes. Motion carried 6-0.

ACTION FROM CLOSED SESSION

No action.

ADJOURNMENT

At 7:33p, motion Kunz, second Mielke to duly call the meeting adjourned. Motion carried 6-0.

**Minutes of the Waupun Public Library Board Meeting
Wednesday, September 17, 2025**

The Waupun Public Library Board was called to order by Dr. Bev Martens, President, at 4:30 p.m. on Wednesday, September 17, 2025. Present were Beer, DeJager, Gehl, Hill, Homan, Mielke, Svec, Jaeger, and Garcia.

Minutes from Previous Meetings

Motion by Svec, second Hill, to accept the August minutes as presented. Motion carried.

Persons Wishing to Address the Library Board

1. Zac Gappa: Stated his family has used and benefitted from the library for years. He learned that there was sexually explicit material in the library, and that librarians would not prevent a child from checking out certain books. He thinks the librarians should stop children from checking certain materials out.
2. Kaedon DeJager: Claimed that the church is not attacking the library, that the church is not wanting books to be banned, and the church is not telling people to not come to the library.
3. Matt Pearce: Thought the library should be guided by God's word. Believes that separation of church and state was meant to keep the state out of the church, not the church out of the state. He said that the library has a duty to turn people away from sin.

Eight additional people attended the meeting.

Monthly Statistics

August statistics were reviewed.

Budget Summary

Current budget was reviewed.

Consideration of Bills for Payment

Motion by Beer, second Mielke, to pay September 2025 bills as presented. Motion carried 8-0 on roll call.

Committee Reports

None.

Librarian's Report

Librarian's report was reviewed.

Old Business

None.

New Business

Reviewed Manual Checking Account Procedures with no changes.

Future meetings and gatherings involving the Library Board

Next tentative meeting: Wednesday, October 15, 2025, at 4:30 p.m.

Adjournment

Motion by Beer, second Homan, to adjourn at 4:58 p.m. Motion carried.

Marie Svec, Secretary
MS/bkj



CITY OF WAUPUN
BOARD OF REVIEW
Minutes of Meeting- September 24, 2025

The Board of Review met in regular session on Wednesday, September 24, 2025, at 9:00 a.m. in the City Hall Council Chambers located at 201 E. Main Street, Waupun.

Chairman Bishop calls the meeting to order at 9:00am and Clerk takes the Roll Call.

Board of Review members present on roll call are Angie Hull (Clerk), Rohn Bishop (Chairman), Andrea Torres, Steve Buchholz, Dylan Stein, and Jan Harmsen. Member Richard Steinbach is absent and excused.

The audience present is City Assessor Bradley Murdock, Project Manager for Associated Appraisal.

Motion Stein, second Harmsen to accept the June 11, 2025, Board of Review minutes. Motion carried.

Clerk informs the Board the statutory publication and posting requirements of Open Book and Board of Review are met.

The policy of Sworn Telephone or Written Testimony and Confidentiality of Information about Income and Expense required by the City Assessor in property assessment matters was previously adopted by the Board of Review.

Open Book which was conducted by Bradley Murdock of Associated Appraisal virtually/telephone on September 2, 2025 and in person on September 4, 2025.

Assessor submits the 2025 Dodge and Fond Du Lac County assessment roll to the Clerk along with the Assessor's sworn Oath of Office and Affidavit.

As no objectors made request for a scheduled appointment to appear before the Board and no audience is present to be heard, the tape recording is turned off and noted to be activated if an objector appears or at the close of the two-hour required session.

At 10:59am the tape recording is activated.

At 11:00am, Chairman Bishop reconvened the meeting.

No objections were before the Board and heard.

Motion Stein second Torres to conclude the two-hour session at 11:01am and adjourn the Board of Review for the year 2025. Motion carried.

Angela J. Hull, Board of Review Clerk



Waupun Police Department Monthly Report

August 2025

Staffing Updates

Our current staff level is 18 full time sworn personnel and 2 non-sworn personnel.

Officer Hensen graduated from the Fox Valley Technical College Police Recruit Academy and is currently in field training at the police department.

Officer Brice is deployed with the Army National Guard.

Community Engagement

Dodge County Law Executive Meeting
Kwik Trip Ribbon Cutting Event
Dodge County School Safety Meeting
Alto Fair Pie in the Face Contest
Wild Goose Café Reopening Event
Dodge County Drug Task Force Board Meeting
Waupun Planning Commission Meeting
Dodge County Crisis Stakeholder Meeting
Dodge County Detective Meeting
Dodge County APS Meeting
School Safety Presentation for Waupun Jr/Sr School
Wastewater Treatment Open House

Department Information

Training

Firearms Training – Department wide
K9 Training – Officer Halverson
SWAT – Officer Halverson
Wisconsin Narcotics Officer Association Conference – Detective Konkel
Governor’s Conference on Highway Safety – Deputy Chief Sullivan

Info

WPD continues to work with a Policy and Procedure Vendor for Policy Updates and Implementations. Approximately 21% has been completed.

Sunrise Counseling Services – working with Sunrise to provide staff with the annual mental health check ins. 4 staff had a ride along/meeting with counselor.



Waupun Police Department Monthly Report

August 2025

WPD conducted safety checks at Central Wisconsin Christian School.

WPD participated in a county wide drug interdiction with agencies throughout Fond du Lac County. Multiple drug related arrests were made in the city of Waupun and throughout the county.

Open Records Requests

We are continuing to field a large number of open records requests. Due to the complexity of some of these requests we are tracking the amount of time it takes to complete these tasks. We are receiving more body worn camera video records request, which take an exorbitant amount of time to process.

****In 2024 we accumulated approximately 400 working hours for record request processing. Through August of this year, we have accumulated approximately 463 working hours for record request processing.**

2025 August Total – 49

2025 Total – 460

2024 Annual Total – 633

2023 Annual Total – 583

2022 Annual Total – 555

2021 Annual Total – 564

2020 Annual Total – 623

Police Activity

Calls for Service: 889

Arrests: 26

Code Enforcement	Warnings	Citations	Hours
January	9	1	
February	20	1	
March	16	3	
April	20	6	18
May	17	34	19.5
June	9	2	9.5
July	8	0	4.5
August	8	2	9
September			
October			
November			
December			



Waupun Police Department Monthly Report

August 2025

Investigations

24WP05585 – Drug Investigation – Closure Pending – Forming arrest operation with significant charges

25WP05160 – Drug Investigation – Active

25WP05286 – Drug Investigation – Case Closure Pending w/ lack of leads

25WP05685 – Financial Fraud – Active

25WP05793 – Theft – Closed as suspect not identified

25WP06601 – Drug Investigation – Closed w/ felony charges

25WP06468 – Death Investigation – Closed

25WP02034 – Sexual Assault – Follow up, subject charged w/felonies

25WP05409 – Fleeing Eluding – Follow up with electronic evidence retrieval

25WP05962 – Sexual Assault – Follow up Investigating, subject charged w/felonies

25WP06249 – Civil Injunction – Closed, no law enforcement action

25WP06423 – Drug Investigation – Follow up, subject charged with multiple Misdemeanors

25WP06606 – Drug Investigation/Traffic Stop – Subject charged with OWI 2nd and Possession of Fentanyl

Additional Tasks

Evidence Management & Manual Created for new process of data entry for Officers

Drug Investigation Surveillance

Problem Orientated Policing at Westview Apts. – This is concluded and was successful. Only monitoring needed for the future

Assisted establishing the Fond du Lac County Detective group



Waupun Police Department Monthly Report

August 2025

Cellebrite Etraction Totals

2025 Total - 19

2024 Total – 22 Extractions

2023 Total – 16 Extractions

Chief of Police Jeremy Rasch



Waupun Police Department

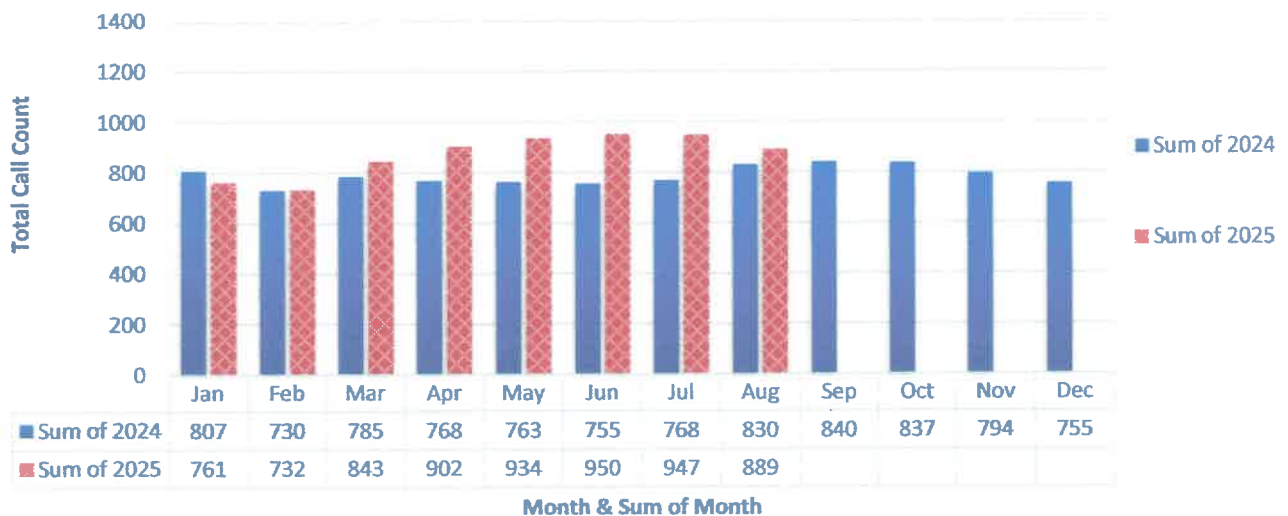
August 2025



Monthly Call Volume Report

Call Volume Monthly 2024 - 2025			
Month	2024	2025	Percent Difference
January	807	761	-5.7%
February	730	732	0.3%
March	785	843	7.4%
April	768	902	17.4%
May	763	934	22.4%
June	755	950	25.8%
July	768	947	23.3%
August	830	889	7.1%
September	840		
October	837		
November	794		
December	755		
Grand Total:	9,432	6,958	

Monthly Call Volume 2024 - 2025





Waupun Police Department

August 2025



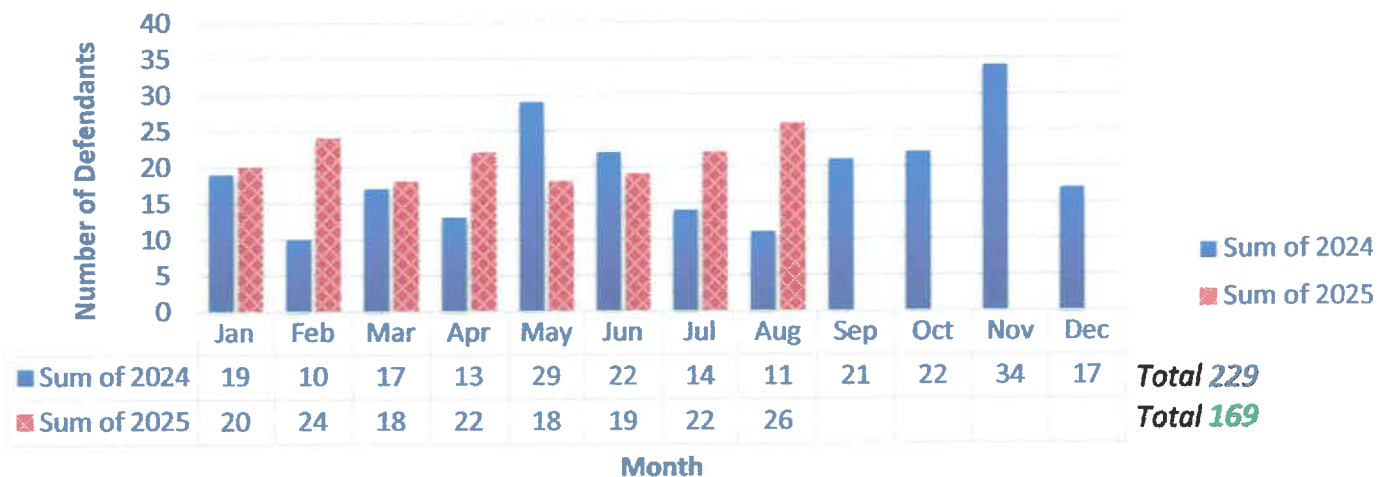
Request for Charges & Physical Arrest Report

Request for Charges & Physically Arrested August 2025



The total number of arrests or referrals are subject to increase in the event there is an open or ongoing investigation.

Monthly Arrest & Referral Comparison 2024 - 2025



The total number of arrests or referrals are subject to increase in the event there is an open or ongoing investigation.



Waupun Police Department

Total Call Report



From: August 1, 2025 To: August 31, 2025

Agency	Incident Type	Total Incidents
WP	911 CHECK	26
	ABANDONED VEHICLE	1
	ACCIDENT	7
	ACCIDENT W/BLOCKAGE	3
	ACCIDENT W/INJURY	2
	AMBULANCE	38
	ANIMAL BITE	1
	ANIMAL COMPLAINT	6
	ANNOYING PHONE CALLS	1
	ASSIST AGENCY	9
	ASSIST CITIZEN	22
	ASSIST MOTORIST	5
	ATTEMPT TO LOCATE	2
	BUILDING CHECK	31
	CASE TAKEN IN ERROR	1
	CHAPTER 51	1
	CHECK WELFARE	20
	CHILD ABUSE/NEGLECT	1
	CHILD CUSTODY	2
	CIVIL PROBLEM	2
	DEATH INVESTIGATION	1
	DEPARTMENT K9 DOG	2
	DIRECTED AREA PATROL	167
	DISABLED VEHICLE	2
	DISORDERLY CONDUCT	8
	DOMESTIC	2
	DRUGS/NARCOTICS	8
	ELDER ABUSE/NEGLECT	1
	EXTRA PATROL	92
	FIGHT	1
	FOLLOW UP	34
	FOOT PATROL	4
	FOUND PROPERTY	10
	FUNERAL ESCORT	5
	GAS DRIVE OFF	1
	HARASSMENT	3
	HIT AND RUN	7
	HOUSE WATCH REQUEST	2
	INFORMATION TO DOCUMENT	6
	INTOXICATED DRIVER	1
	INTOXICATED SUBJECT	3
	INTRUSION ALARM	6
	JUVENILE PROBLEM	7
	LOST ANIMAL	1



Waupun Police Department

Total Call Report



From: August 1, 2025 To: August 31, 2025

LOST PROPERTY	3
NEIGHBOR DISPUTE	2
NEIGHBORHOOD POLICING	3
NOISE COMPLAINT	5
OCCUPIED DISABLED	1
OFFICER STANDBY	1
ORDINANCE VIOLATION	10
PARKING ENFORCEMENT	20
PATROL ASSIST FIRE	14
PORNOGRAPHY	1
PROBATION OR PAROLE	1
VIOLATION	
RECKLESS DRIVER	22
REPOSSESSION	2
RUNAWAY	2
SCAM COMPLAINT	2
SHOPLIFTER	1
SPECIAL ASSIGNMENT	13
SUBJECT STOP	8
SUSPICIOUS ACTIVITY	9
SUSPICIOUS VEHICLE	11
TAVERN CHECK	3
THEFT	3
THREATS COMPLAINT	4
TRAFFIC ENFORCEMENT	14
TRAFFIC PROBLEM	4
TRAFFIC VIOLATION	167
TRESPASSING	1
VANDALISM	2
VEHICLE LOCKOUT	1
WARRANT OTHER AGENCY	3
WRONG WAY DRIVER	1
Total	889



Waupun Fire & Rescue

16 E. Main Street Waupun, WI 53963

Non-emergency Number: 920-324-7910

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

August Fire Chief's Report:

Call Summary:

	August 2025	2025 YTD	August 2024	2024 YTD
City Fire	18	97	11	118
City EMR	39	371	42	323
Country Fire	7	53	2	41

Staffing:

- City Fire: 29 of 31 positions filled
 - o There were no interviews conducted this month.
 - o There is 1 firefighter candidate going through their pre-employment testing.
 - o 1 firefighter was hired
 - Andres Zavala Gomez (8/24/25)
- City EMR: 10 of 15 positions filled
 - o There are 2 applications that were received. A meet-and-greet will be scheduled with the Recruitment and Retention Committee followed by an interview with the PFC.
 - o 1 EMR was hired
 - Kaylee Pritchard (8/27/25)
- Country Fire: 14 of 14 positions filled

Training:

- City Fire: focused on pre-planning, vehicle set-up, and pumping operations within the Dodge Correctional and Waupun Correctional facilities. Crews pumped water through the DOC water system to understand capacities in the event of a fire at these facilities.
- City EMR: focused on the use of the LUCAS mechanical CPR device and the cardiac monitors.
- Country Fire: focused on rural pump operations and water movement as well as simulating a hazardous materials spill required containment and the recapture of material floating on the surface of the water.

Department updates:

- We had the opportunity to partner with the Recreation Department on 2 community outreach events. The first was the giant slip-n-slide at Juniper Hill and the other was the giant sprinkler and the end-of-year picnic at Dodge Park. Crews also took a couple vehicles over to Alto for the Alto Fair parade.

September 24, 2025

- At the Kwik Trip (east side) grand opening, we were presented a check for \$1,000. This will go towards continued support of our fire prevention program at the schools and childcare facilities.
- Multiple meetings were held to discuss the training that took place at WCI.
- Final inspection was conducted at the 18-Wheeler truck wash. Occupancy was granted by the fire department.
- Annual maintenance of all vehicles is ongoing.
- 4 of our new members began their Firefighter 1 class through Moraine Park Technical College. This class will run through the middle of December.
- Multiple meetings were held to discuss operations and capital/equipment replacement budgets for 2026.
- Fire Prevention materials have arrived and are being put together for delivery to the schools and childcare facilities.

August Fire Officer's meeting notes:

- Due to the scope of our training at the correctional facilities, there was no Officer's meeting.

August EMR Officer's meeting notes:

- There was no Officers meeting. There are 3 policies that were drafted in August and are being reviewed.

Recruitment and Retention meeting notes:

- There was no meeting in August.

Notable discussions at the August Common Council and Committee of the Whole meetings:

- An update on the merger discussions was shared with the Council.

LIBRARY	MONTHLY REPORT September 2025
Subject	Summary
Statistics	Through the end of August, the library circulated/downloaded/loaned 96,085 items, and 36,463 people walked through our doors.
September Programs	Programs for September include Craft Night, book clubs, Flower Arranging, Toddler Tuesday, and Lego Club, along with the weekly storytimes. The monthly Friends of the Library Book Sale was September 8.
WLA Conference	The annual Wisconsin Library Association Conference will be held October 28 – 31. At this time, we have three staff interested in attending either Wednesday or Thursday, which are the two full days of programs.



REPORT DATE:	September 30, 2025
DEPARTMENT:	Public Works
PREPARED BY:	Jeff Daane

KEY PERFORMANCE INDICATORS:

METRIC*	1 to 3 Rating	4 to 5 Rating	6 to 8 Rating	9 to 10 Rating
Miles of Road Per PASER Rating	4.7	16.7	21.7	5.9
Miles of Road Planned Improvement 2025	.56	.39	1.26	.29

GOAL PROGRESS:

1. Improve road, pedestrian, bike and transit infrastructure.
2. Improve stormwater management practices and infrastructure to comply with WI-DNR mandates.
3. Improve and maintain public facilities to meet long-term needs of community.
4. Leverage technology to improve access to services and streamline workflows.
5. Staff development and training.

PROJECT	NOTES/ACTIVITIES
1.1 Rock and Newton Reconstruction.	• All new sidewalks and driveway approaches have been poured. Topsoil and restoration work is in progress, with paving to come soon.
1.2 Recreational Arena (Ice Arena)	• New handrails have been installed.
1.3 Sidewalk replacement	• Grinding was completed and bids were received for the removal and replacement portion. The contractor is going to try to get this work done this fall yet.
1.4 N Alley 300 and 400 block of E Main	• Engineering work is in progress. Looking to set up another meeting with property owners.
2.1 Gateway Dr. stormwater pond	• MSA has submitted an agreement to the DNR for review. If DNR approves we will be approving that agreement next month
2.2 Flood study (Hazel/Pattee)	• We are expecting results of this study early October
3.1 Public Safety Facility Visioning	• Working with consultant
3. 2 Review City Hall needs	• Meeting with architect to review current information and determine capital planning needs for 2026 and beyond
3.3 Park repairs	• Work was done to repair about 60 new boards on the boardwalk.
3.4 Storm sewer repair work	• Inlet cleaning and inspections
3.5 Ammonia system @ Rec Center	• The equipment has been installed. We did a walkthrough and created a small punch list. They will be there on October 6th to start this on the same day as compressor start up.

3.6 Mill pond gate valve repair	• This is done!
3.7 City Hall	• Staff has done some repair work to the steps.
3.8 Grants	• We submitted a grant for Roosevelt, Park and N. Grove Streets.
3.9 Ice Arena Floor replacement	• The floor project is completed and they are planning to start compressors October 6th.
3.10 GIS	• We continue to work with MSA expanding our use of GIS. We are now working on storm water MS4 portion
3.11 Code enforcement	• We continue to send out notices for grass not getting cut and low hanging tree branches over sidewalks

GENERAL COMMENTS & UPDATES:

1. Key Issues or Challenges/Notable Accomplishments

- Aging infrastructure

2. Future Considerations:

- Working with Finance to update the city 5-year capital plans
- City Hall capital plans need to be more defined to support future capital plans.



TO: Waupun Utilities Commissioners
FROM: Steve Brooks, General Manager
DATE: September 8, 2025
SUBJECT: General Manager Report

2026 Budget Prep

The budget preparation process is progressing on schedule. Internal departmental reviews have been completed, with each department submitting detailed projections and justifications for the upcoming 2026 fiscal year. The preliminary budget will be presented for review and discussion at the October Commission Meeting.

Wastewater Treatment Facility Open House

The Wastewater Treatment Facility Open House, showcasing the Advanced Biological Nutrient Recovery upgrade, was held on August 27. It was a successful event with favorable weather, and we were honored to welcome approximately 250 attendees.

Special guests included:

- Mayor Rohn Bishop
- Andrew Iverson, USDA Rural Development Wisconsin State Director
- Julie Giese, USDA RD Community Programs Loan Specialist
- Senator John Jagler
- Representative Mark Born
- Jacob Floam, Office of Congressman Glenn Grothman
- Micah Pearce, USDA Deputy State Director
- Waupun Utilities Commission members: Jeff Homan, Mike Thurmer, Dan Siebers, and Nate Daane
- City of Waupun Common Council Member Pete Kazmarski

Community Outreach

On August 26, Jen Benson joined Mayor Bishop during his monthly visit to the Senior Center. Jen spoke with attendees about the upcoming Open House event at the Waste Water Treatment Facility, as well as other upcoming events including the Community Services Open House Event on October 6 and the Energy Services Application Event being held October 30.

WPPI Meeting

I attended the WPPI Executive Committee Strategic Planning Meeting on August 21–22 in River Falls. Key discussion topics included:

- Review of the Capacity Plan
- Potential generation options
- Energy hedging strategies
- Upcoming transmission projects
- Succession planning
- Employee retention
- Legal and governmental affairs.

The meeting was productive and helped align the Executive Committee on key strategic priorities. It fostered meaningful discussion, clarified long-term objectives, and built consensus around critical initiatives; laying a strong foundation for future planning and decision-making.

MEUW District Dinner

This is a final call for anyone interested in attending the MEUW District Dinner on Tuesday, September 23, in Hartford. The evening will begin with a social at 6:00 p.m., followed by dinner at 6:30 p.m. and a brief program afterward. If you would like to attend, please contact Jen to get you registered.

Staffing

Due to a recent retirement announcement, a detailed succession and transition plan will be presented for discussion at the October Commission Meeting.

This concludes my report for September 2025. Please contact me at 324-7920 or sbrooks@waupunutilities.org with any questions or concerns.



TO: Waupun Utilities Commissioners
FROM: Owen Vande Kolk, Assistant Electric Operations Supervisor
DATE: September 8, 2025
SUBJECT: Electric Operations Report

Electric Department Update:

Call-Ins

- On August 9th, at approximately 5:15 PM, the on-call lineman responded to a failed neutral connector at a residence on the 200 block of S. Grove St. The lineman repaired the connection, and the customer did not experience an outage.
- On August 16th, at approximately 12:30 PM, the on-call lineman responded to a large tree that had pulled apart the connections at the pole at a residence on the 400 block of S. Grove St. A second lineman was requested. The backlot pole was climbed, and service connections were repaired.
- On August 16th, at approximately 4:15 PM, a large cedar tree fell on the overhead service to a residence on the 500 block of E. Lincoln St. The customer's service entrance was damaged. The lineman coordinated with the customer's electrician to complete the repair.
- On August 18th, at approximately 3:20 AM, the on-call lineman responded to an outage on E. Jackson St that affected approximately 22 customers. The outage was caused by equipment failure. The equipment was replaced, and power was restored at approximately 4:30 AM.
- On August 20th, at approximately 6:30 PM, a lineman responded to a tree limb on a service line located on S. Grove St. The limb was removed, and customer did not experience an outage.
- On September 1st, at approximately 2:15 AM, multiple calls came into the answering service for a power outage on Claggett Ave. The outage was caused by a faulted underground primary cable. The on-call lineman requested additional staff, and the crew pulled in a new primary cable. Power was restored to the approximately 15 affected customers by 5:25 AM.

Development Planning

- WU electric department has been working on coordination, design, material procurement, and construction for the following projects:
 - Eagle Manufacturing
 - Requires a primary extension to serve two 2000-amp 277/480v services.
 - One service for the new construction, and an additional service setup for future additions.
 - 1000 KVA transformer currently in stock.
 - Temporary service will be provided for building lighting through the permanent transformer.
 - Dual transformer pad to be poured in coming weeks.
 - Conduits and primary junction have been installed to serve both services.

- 56-unit housing complex
 - Complex requires a primary extension to serve four 800-amp services.
 - 300 KVA transformer currently in stock.
 - WU has the required number of 12s meters in stock for development.
 - Temporary power has been energized.
 - Currently working with Spectrum on joint trenching and Hwy 26 crossing coordination.
 - Working with electrical and storm sewer contractors on primary extension installation timing.
- RV storage on Ver Hage Rd.
 - Customer is requesting a new URD 200-amp single phase service.
 - WU will work with customer and storm sewer contractor to install the new service.

Bayberry Lane Street Lighting

- Crew to install three new street lights on Bayberry Ln starting at Shaler Dr extending north to end of cul-de-sac.
- This is a City of Waupun funded street light extension.
- Conduit, light foundations, and restoration has been completed.
- Crew will set lights and energize in the next week or two.

2025 URD Cable Installation and Replacement

- McDonalds
 - Conduits installed to replace aging primary conductor.
 - As part of the three phase URD cable replacement, WU will also replace the aging steel junction cabinet on Gateway Dr.
 - WU will work to coordinate a planned outage for McDonald's and Baymont Hotel.
- Westview Apt.
 - Conduits installed to replace aging primary conductor.
 - WU will consolidate a two-meter setup into a single metering configuration.
 - Cable replacement will also include setting a dual voltage transformer in anticipation for voltage conversion.
- North side of Claggett Ave
 - Conduits installed.
 - Cable installation currently taking place.
 - Termination and transformer basement replacement to be completed after crops are harvested to allow for access.

Johnson/Elm/ W. Jefferson/W. Brown St Back Lot Rebuild

- Conduits installed to bring URD primary into back lot and eliminate a span of OH secondary.
- All poles have been set.
- Conductors will be strung, and customers will be transferred in the coming weeks.

Business Park Substation and Feeder Build-outs

- Began developing estimates and a project timeline for the Business Park Substation, feeder build-outs, and voltage conversions of 4kV circuits.
 - Using a system map created by WPPI's GIS service, which shows remaining 4kV distribution transformer information, to develop estimates and request quotes for dual-voltage distribution transformers needed on the existing 4kV system.
 - Transformer ordering will also incorporate WPPI's transformer loading tool to ensure proper sizing for both load capacity and efficiency.

This concludes my report for the September 2025 WU Commission Meeting. Please contact me at 324-7920 or ovandekolk@waupunutilities.org with any questions or concerns.



TO: Waupun Utilities Commissioners
FROM: Steve Schramm
DATE: September 4, 2025
SUBJECT: Monthly Operation Report

Water Treatment Facility:

- **Call-In Report**

There is one call-in to report for the month.

On August 31st, there was a single call-in event involving a loss of communication between the water towers and the water treatment facility. Simultaneously, emergency stop (E-Stop) alarms were triggered on Reverse Osmosis units RO-1 and RO-2. On-call staff responded promptly to the incident and initiated an investigation to determine the cause of the system failures.

The investigation revealed a fault in the Programmable Logic Controller (PLC), which coincided with a Ground Fault Interrupter (GFI) fault. This combination was identified as the root cause of the communication failure. Staff diagnosed and reset the faults, successfully restoring communication between the towers and the treatment facility. The E-Stop alarms on RO-1 and RO-2 were cleared, and both systems were returned to normal operation. All systems have since been fully restored and are operating within normal parameters.

Wastewater Treatment Facility:

- **Call-In Report**

There is one call-in to report for the month.

On August 20th, staff were called in to respond to internal communication issues within the treatment facility's PLC network. The troubleshooting process was extensive, as multiple communication faults were identified across the PLCs and the facility's internal fiber network. These issues significantly impacted system coordination and visibility within the plant.

The communication failures were traced back to a scheduled outage that had occurred several hours earlier at the wastewater treatment facility. The outage ultimately led to disruptions and signal congestion within the fiber network, causing the communication breakdowns. After thorough diagnostics and system resets, all communication systems were successfully restored. There were no biological impacts or process upsets resulting from the incident.

- **Centrifuge Performance Update**

Following the onsite investigation by Flottweg field technicians, the root cause of the centrifuge performance issues was identified as construction debris that had entered the system. The debris caused

Centrifuge Performance Update Continued:

a wear spot in the centrifuge bowl, which led to “blowby” and lower-than-expected solids concentration in the output. Once identified, the damaged parts were replaced, and normal operation was restored.

As a preventive measure, staff are now evaluating the installation of a sacrificial screen to prevent foreign objects from entering the bowl in the future. This added layer of protection is intended to minimize the risk of similar damage and extend the service life of the centrifuge components.

- **Generator Project Schedule Update**

Not all objectives related to the recent power outage were completed as planned. Specifically, the termination of wiring between the transformer, MMC-main, and the Automatic Transfer Switch (ATS) was not completed due to conflicting wiring schematics between the three components. These discrepancies prevented safe and accurate completion of the terminations.

As a result of these findings, the contractor has been directed to develop and submit a complete one-line electrical study for engineering review before proceeding. This additional step is necessary to ensure system integrity and safety. The delay is expected to set back generator commissioning by approximately four weeks.

- **Biotower Pump Replacement**

The replacement of the biotower pump and piping began this week, targeting equipment dating back to 1980. Due to the nature of the work, a temporary bypass of the biotower was implemented, along with coordination with the contractor to manage the backup of the main interceptor. This careful planning ensures continuous operation during the replacement process. The project is expected to take approximately three weeks to complete.

- **Open House**

We were pleased to see a strong turnout at the Open House, with the community responding very positively. It's encouraging to witness such engagement and support for our initiatives to enhance water quality and promote sustainable wastewater management.

Collection and Distribution Crew:

- **Call-In Report**

There is one call-in to report this month.

There was one call-in regarding a possible water main break at the intersection of Hillyer and Grace Street. Upon arrival, staff identified the leak as originating from a hydrant lead. Repairs were promptly completed, and the hydrant was restored to full operation. No customers were affected during the repair process.

- **Hydrant Inspection and Maintenance**

The Collection and Distribution team has been actively conducting semi-annual inspections of the utility's hydrant assets. These inspections include testing for proper valve operation and checking the movement of pumper caps to ensure all components are functioning as intended. Regular testing is critical to confirming that hydrants will perform reliably during emergencies.

When an issue is identified, the hydrant is immediately tagged with an “Out of Service” sign to alert the fire department and prevent reliance on an inoperable unit during a fire emergency. This proactive approach allows for timely maintenance and helps ensure the overall readiness and integrity of the water distribution system.

- **Hydrant Fire Flow Testing Update:**

The Collection and Distribution team has completed fire hydrant flow testing in accordance with NFPA (National Fire Protection Association) standards. This testing is a critical part of system maintenance, ensuring that the community's water supply and hydrant infrastructure can deliver the necessary pressure and flow to support effective firefighting operations.

Notably, several hydrants showed increased fire flow capacity, a positive outcome attributed to water main infrastructure replacements completed over the past 10 years. The data collected from this round of testing will aid in future system planning, maintenance prioritization, and continued coordination with local fire services.

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



TO: Waupun Utilities Commissioners
FROM: Jeff Stanek, CPA, Finance Director
DATE: September 8, 2025
SUBJECT: July 2025 Financial Report

CONSTRUCTION AND PLANT ADDITIONS

The electric utility construction activity consisted of primary extension work for customers including United Cooperative, Kwik Trip, Eagle Packaging, Dollar General and the Bayberry Lane Development. Construction work for Newton/Rock reconstruction projects for the Water & Sewer Utilities continued into July with a majority of the water & sewer infrastructure installed at the end of the month.

Plant additions included the receipt of the electric utility 60-foot areal bucket truck for \$321,300 and minor administration building replacements of \$6,820.

MONTHLY OPERATING RESULTS – July 2025 Monthly and Year-To-Date (YTD)

Sales

Electric

- Monthly kWh sales were **4.6% above** budget & **6.6% higher** than July 2024 on increased sales to Large Power & Industrial Power customers.
- YTD kWh sales were **1.4% below** budget & **2.3% higher** than July 2024 YTD actual sales.

Water

- Monthly sales units of 100 cubic feet were **0.7% below** budget & **2.6% lower** than July 2024 sales on lower sales to Industrial customers.
- YTD water sales were **3.3% below** budget & **5.8% lower** than July 2024 YTD actual sales.

Sewer

- Monthly sales units of 100 cubic feet were **4.4% below** budget & **13.3% lower** than July 2024 from higher volumes to Public Authority customers.
- YTD sewer sales were **1.8% below** budget & **5.5% lower** than July 2024 YTD actual sales.

Income Statement

Electric

- Operating revenues and purchased power expense were **below** budget \$65,700 and \$126,500, respectively, due to overall lower purchased power costs from low market energy prices.
- Gross margin was \$60,800 **above** budget as a result of lower market energy prices.
- Operating expenses were \$15,500 **below** budget primarily due to lower distribution expenses associated with tree trimming and underground line work during the non-construction season.
- Operating income was \$412,400 or \$167,600 **above** budget, largely due to the lower market energy prices.
- Net income was \$534,900 or \$341,700 **above** budget primarily from lower than budgeted purchased power expenses.
- The rolling 12-month Rate of Return was 9.3%.

Water

- Operating revenues were \$18,600 **below** budget due to lower sales associated with Industrial customers.
- Operating expenses were \$10,500 **above** budget due to increased maintenance outlays at the water treatment facility.
- Operating income was \$376,700 or \$11,400 **above** budget.
- Net income was \$407,400 or \$80,200 **above** budget.
- The rolling 12-month Rate of Return was 3.9%.

Sewer

- Operating revenues were \$179,900 **above** budget due to the new sewer rates effective June 1, 2025.
- Operating expenses were \$195,100 **below** budget due to lower maintenance expenses at the WWTF as part of the new ABNR system optimization process.
- Operating income (loss) was (\$174,400) or \$354,000 **above** budget as a result of additional non-cash depreciation expense associated with new ABNR facilities offset by the lower ABNR operating costs.
- Net income (loss) was \$774,200 or \$1,457,900 **above** budget largely due to additional non-cash depreciation expense associated with new ABNR facilities and \$1,033,800 in grant revenues received during the year. Without the grant revenues, the net loss would have been (\$259,600) or \$424,100 **above** budget.
- The rolling 12-month Rate of Return was (0.7%).

Balance Sheets

Electric

- Balance sheet **increased** \$275,100 from June 2025 due to an increase in receivables from higher sales in the current month.
- Unrestricted cash **decreased** \$307,800 from routine operations and the purchase of a 60-foot bucket truck.
- Plant increased \$321,000 from the purchase of the replacement bucket truck.
- Net position **increased** \$78,800.

Water

- Balance sheet **increased** \$27,700 from June 2025 from routine operations.
- Unrestricted cash **decreased** \$292,800 largely due to construction payments associated with the Newton & Rock reconstruction project.
- Plant increased \$268,700 from progress payments on the Newton & Rock project.
- Net position **increased** \$60,000.

Sewer

- Balance sheet **decreased** \$10,000 from June 2025 from routine operations.
- Unrestricted cash **decreased** \$83,500 from an increase in maintenance expenses from the prior month.
- Net position **decreased** \$36,800 from the reduction in operating income for the month.

Cash and Investments

The monthly metrics dashboard for cash and investments provides a monthly comparison of cash and investment balances and graphs that present long-term investments by maturity, type, and rating. The Utility's investments are typically fixed-income and held-to-maturity unless called before maturity by the issuer. Held to maturity investments recognize monthly mark to market adjustments that ultimately are not realized when the investment matures.

- Total cash and investments *decreased* \$536,500 or **4.0%** from June 2025 primarily from routine operations and capital purchases within the three utilities.
- Received interest and distributions of \$19,600 and recorded unrealized market adjustments of (\$13,900) along with (\$800) in management fees, resulting in a net portfolio *gain* of \$4,900 for the month.
- Total interest and investment income earned (excluding market value adjustments) on all accounts for the month was \$37,400 and \$237,600 year-to-date.

OTHER FINANCIAL MATTERS

WWTP Upgrade – Construction Update and Progress

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

Total Project Budget (As of 4/14/2024):	\$ 37,508,000
Total Project Costs to Date (Thru 7/10/2025):	\$ 37,547,376
Loan Draws – Project to Date (Thru 8/5/2025):	\$ 27,807,000
Grants Provided (Thru 8/5/2025):	\$ 8,506,566
Disburse Request #39 Requested (7/25/2025):	\$ 221,143
Disburse Request #39 – Paid (8/14/2025):	\$ 221,200

Preliminary 2026 Budgets

The preliminary 2026 utility budgets will be presented at the October 2025 Commission meeting.

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



AGENDA SUMMARY SHEET

MEETING DATE: 9/30/25

TITLE: MONTHLY FINANCIALS

AGENDA SECTION: ACTION

PRESENTER: Casey Langenfeld, Finance Director

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

SUMMARY:

STAFF RECOMMENDATION: Request action to accept the financials for August 2025.

ATTACHMENTS:

Monthly Financials

RECOMMENDED MOTION:

Motion to accept the monthly financials.

CITY OF WAUPUN MONTHLY FINANCIAL REPORT

August 31, 2025



General Operations Fund

	8/31/2025 Month Activity	8/31/2025 YTD Actual	8/31/2025 Budget Amount	8/31/2025 Over/(Under)	% of Year Past 67%
REVENUE					
Taxes	298,406	2,111,096	2,384,660	(273,564)	88.53
Special Assessments	100	154	100	54	154.42
Intergovernmental Aids	-	1,197,611	4,144,529	(2,946,918)	28.90
Licenses and Permits	10,311	59,004	55,125	3,879	107.04
Penalties, Forfeitures	504	31,463	42,500	(11,037)	74.03
Public Charges for Service	55,474	348,972	366,080	(17,108)	95.33
Intergovernmental Charges	-	-	-	-	
Miscellaneous Revenue	21,914	283,891	74,575	209,316	380.68
Special Funds Activity	-	-	176,506	(176,506)	0.00
TOTAL REVENUE	386,709	4,032,192	7,244,075	(3,211,883)	
EXPENDITURES					
General Government	129,282	1,359,617	1,514,733	(155,116)	89.76
Recreation	101,048	405,218	730,489	(325,271)	55.47
Assessor/Inspector	3,208	25,650	40,500	(14,850)	63.33
Police	187,096	1,625,710	2,616,773	(991,063)	62.13
Fire	40,555	251,116	683,794	(432,678)	36.72
Public Works	105,302	1,045,839	1,700,457	(654,618)	61.50
Economic Dvlp/Admin	719	21,185	21,895	(710)	96.76
TOTAL EXPENDITURES	567,209	4,734,334	7,308,641	(2,574,307)	
NET REVENUES OVER EXPENDITURES	(180,500)	(702,142)	(64,566)		

Library Fund

	Month Activity	YTD Actual	Budget Amount	Over/(Under)	
REVENUE					
Tax Levy	99,947	575,277	575,277	-	100.00
Interest/Divid/Grants/Cty Approp	-	231,464	223,304	8,160	103.65
Fees	59	1,481	1,300	181	113.94
Revenue/Donations	2,618	25,531	5,000	20,531	510.62
TOTAL REVENUE	102,624	833,753	804,881	28,872	
EXPENDITURES					
Wages/Benefits	60,758	473,686	804,881	(331,195)	58.85
Revenue/Donations	-	-	-	-	0.00
TOTAL EXPENDITURES	60,758	473,686	804,881	(331,195)	
NET REVENUE OVER EXPENDITURES	41,866	360,067	-		

Grants and Donations Fund

	8/31/2025 Month Activity	8/31/2025 YTD Actual	8/31/2025 Budget Amount	8/31/2025 Over/(Under)	Percent
REVENUE					
Federal Grants	-	-	-	-	0.00
State/Misc Grants & Donations	1,215	54,654	6,000	48,654	910.90
TOTAL REVENUE	1,215	54,654	6,000	48,654	
EXPENDITURES					
General Government	-	-	5,000	(5,000)	0.00
Recreational Grants	44,025	53,634	-	53,634	0.00
Police Grants	55	2,654	-	2,654	0.00
Fire/EMR Grants	-	3,906	-	3,906	0.00
DPW Grants	-	-	-	-	0.00
Economic Development	-	-	1,000	(1,000)	0.00
TOTAL EXPENDITURES	44,080	60,193	6,000	54,193	
NET REVENUE OVER EXPENDITURES	(42,865)	(5,539)	-		

Building Inspection Fund

	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percent
REVENUE					
Tax Levy	-	-	-	-	0.00
Building Permits	3,720	102,102	75,000	27,102	136.14
Fees	1,240	13,525	9,500	4,025	142.37
TOTAL REVENUE	4,960	115,627	84,500	31,127	
EXPENDITURES					
Operating Supplies/Wages	6,070	102,340	78,108	24,232	131.02
TOTAL EXPENDITURES	6,070	102,340	78,108	24,232	
NET REVENUE OVER EXPENDITURES	(1,110)	13,286	6,392		

Debt Fund

	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percent
REVENUE					
Paid to Escrow Agent	-	-	-	-	0.00
General Property Tax	140,202	806,980	806,980	-	100.00
Funds Applied	138	1,081	1,000	81	108.11
Transfer in Other Funds	-	813,474	1,062,085	(248,611)	76.59
TOTAL REVENUE	140,340	1,621,535	1,870,065	(248,530)	
EXPENDITURES					
Principal and Interest Payments	-	130,450	130,450	-	100.00
Principal and Interest Payments	-	1,176,392	1,739,616	(563,224)	67.62
TOTAL EXPENDITURES	-	1,306,842	1,870,066	(563,224)	
NET REVENUE OVER EXPENDITURES	140,340	314,694	(1)		

Capital Fund

	8/31/2025 <i>Month Activity</i>	8/31/2025 <i>YTD Actual</i>	8/31/2025 <i>Budget Amount</i>	8/31/2025 <i>Over/(Under)</i>	<i>Percent</i>
REVENUE					
Tax Levy	59,071	340,000	340,000	-	100.00
Sidewalks	-	-	-	-	0.00
State Shared Revenue/Exp. Restr.	70,419	153,729	533,063	(379,334)	28.84
Fees - Recreation Facilities	-	500	15,000	(14,500)	3.33
Co. & Muni. Street & Highways	-	-	-	-	0.00
Interest and Misc Income	2,682	779,362	8,000	771,362	9742.02
Transfer in Other Funds	-	1,738,077	1,206,646	531,431	144.04
TOTAL REVENUE	132,172	3,011,668	2,102,709	908,959	
EXPENDITURES					
City Hall	-	112,209	165,000	(52,791)	
Recreation	132,678	460,154	339,130	121,024	135.69
Public Safety	-	-	297,500	(297,500)	0.00
Library	-	-	5,000	(5,000)	0.00
DPW/Streets	158,430	1,241,646	1,161,747	79,899	106.88
Transfer Out - Other Funds	-	-	-	-	0.00
TOTAL EXPENDITURES	291,108	1,814,010	1,968,377	(154,367)	
NET REVENUE OVER EXPENDITURES	(158,936)	1,197,658	134,332		

Business Park Fund

	<i>Month Activity</i>	<i>YTD Actual</i>	<i>Budget Amount</i>	<i>Over/(Under)</i>	<i>Percent</i>
REVENUE					
Tax Increment	-	-	-	-	0.00
Interest Income	9	63	-	63	0.00
Leases/Debt Proceeds	3,730	48,162	12,221	35,941	394.09
TOTAL REVENUE	3,739	48,225	12,221	36,004	
EXPENDITURES					
Operating	-	44,135	51,149	(7,014)	86.29
TOTAL EXPENDITURES	-	44,135	51,149	(7,014)	
NET REVENUE OVER EXPENDITURES	3,739	4,089	(38,928)		

TID 3 Fund

	<i>Month Activity</i>	<i>YTD Actual</i>	<i>Budget Amount</i>	<i>Over/(Under)</i>	<i>Percent</i>
REVENUE					
Tax Increment	40,335	214,768	206,481	8,287	104.01
PILOT	-	6,600	6,023	577	109.58
Grants	-	88,877	-	88,877	0.00
Permits	-	-	-	-	0.00
Donations	-	-	-	-	0.00
Proceeds Long Term Debt Issue	-	-	-	-	0.00
TOTAL REVENUE	40,335	310,246	212,504	97,742	
EXPENDITURES					
Operating	1,139	331,658	181,088	150,570	183.15
Transfer Out - Other Funds	-	-	-	-	0.00
TOTAL EXPENDITURES	1,139	331,658	181,088	150,570	
NET REVENUE OVER EXPENDITURES	39,196	(21,412)	31,416		

TID 5 Fund

	8/31/2025 Month Activity	8/31/2025 YTD Actual	8/31/2025 Budget Amount	8/31/2025 Over/(Under)	Percent
REVENUE					
Tax Increment	80,560	474,540	473,755	785	100.17
Developer Guarantees	-	33,554	32,342	1,212	0.00
Fees	-	-	-	-	0.00
Interest Revenue	-	-	-	-	0.00
Proceeds Long Term Debt Issue	-	-	-	-	0.00
TOTAL REVENUE	80,560	508,094	506,097	1,997	
EXPENDITURES					
Operating	-	388,207	387,800	407	100.10
TOTAL EXPENDITURES	-	388,207	387,800	407	
NET REVENUE OVER EXPENDITURES	80,560	119,887	118,297		

TID 6 Fund

	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percent
REVENUE					
Tax Increment	23,785	145,390	140,441	4,949	103.52
State/Federal Grants	-	-	-	-	0.00
Permits	-	-	-	-	0.00
Donations/Transfer In	-	-	-	-	0.00
TOTAL REVENUE	23,785	145,390	140,441	4,949	
EXPENDITURES					
Transfers Out - Other Funds	-	-	100,000	(100,000)	0.00
Operating	1,326	3,654	5,150	(1,496)	70.95
TOTAL EXPENDITURES	1,326	3,654	105,150	(101,496)	
NET REVENUE OVER EXPENDITURES	22,459	141,736	35,291		

TID 7 Fund

	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percent
REVENUE					
Tax Increment	12,964	75,484	75,484	(0)	100.00
Permits	-	-	-	-	0.00
State Grants	-	-	-	-	0.00
Permits - Other	-	2,499	-	2,499	0.00
Donations	-	-	-	-	0.00
TOTAL REVENUE	12,964	77,983	75,484	2,499	
EXPENDITURES					
Int on Adv/Transfer to Debt Fund	-	26,469	157,938	(131,469)	16.76
Operating	-	1,709	1,150	559	148.64
TOTAL EXPENDITURES	-	28,178	159,088	(130,910)	
NET REVENUE OVER EXPENDITURES	12,964	49,805	(83,604)	133,409	

TID 8 Fund

	8/31/2025 Month Activity	8/31/2025 YTD Actual	8/31/2025 Budget Amount	8/31/2025 Over/(Under)	Percent
REVENUE					
Tax Increment	38,331	226,936	226,936	(0)	100.00
Permits	-	-	-	-	0.00
Fees	-	-	-	-	0.00
Interest Revenue	-	-	-	-	0.00
Proceeds from Long Term Debt Issue	-	-	-	-	0.00
TOTAL REVENUE	38,331	226,936	226,936	(0)	
EXPENDITURES					
Transfer Out - Debt Fund	-	93,383	93,416	(33)	0.00
Operating	-	1,557	1,150	407	0.00
TOTAL EXPENDITURES	-	94,940	94,566	374	
NET REVENUE OVER EXPENDITURES	38,331	131,996	132,370		

TID 9 Fund

	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percent
REVENUE					
Tax Increment	89,984	517,932	517,932	-	0.00
Interest Revenue	1,479	12,410	-	12,410	0.00
Proceeds Long Term Debt	-	-	-	-	0.00
TOTAL REVENUE	91,463	530,342	517,932	12,410	
EXPENDITURES					
Transfer Out - Other Funds	-	51,750	103,500	(51,750)	0.00
Operating	2,296	927,300	2,450	924,850	37848.98
TOTAL EXPENDITURES	2,296	979,050	105,950	873,100	
NET REVENUE OVER EXPENDITURES	89,167	(448,708)	411,982		

Equipment Fund

	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percent
REVENUE					
Tax Levy	48,808	280,930	280,930	-	100.00
Grants	-	10,471	-	10,471	0.00
Misc.	47,209	82,009	5,000	77,009	1640.18
Transfers In - Other Funds	-	2,438,750	2,682,250	(243,500)	
TOTAL REVENUE	96,017	2,812,160	2,968,180	(156,020)	
EXPENDITURES					
Administration	-	8,084	20,100	(12,016)	40.22
Recreation	-	-	5,000	(5,000)	0.00
Police	3,050	204,341	195,127	9,214	104.72
Fire	27,697	1,892,786	2,519,000	(626,214)	75.14
Library	-	-	-	-	
DPW	1,926	318,099	286,750	31,349	110.93
TOTAL EXPENDITURES	32,673	2,423,310	3,025,977	(602,667)	
NET REVENUE OVER EXPENDITURES	63,344	388,850	(57,797)		

Recycling Fund

	8/31/2025 Month Activity	8/31/2025 YTD Actual	8/31/2025 Budget Amount	8/31/2025 Over/(Under)	Percent
REVENUE					
Grant	-	5,000	5,000	-	0.00
Fees	12,525	87,796	160,229	(72,433)	54.79
Interest	435	3,413	3,500	(87)	97.51
TOTAL REVENUE	12,960	96,209	168,729	(72,520)	
EXPENDITURES					
Operating	12,667	89,325	160,048	(70,723)	55.81
TOTAL EXPENDITURES	12,667	89,325	160,048	(70,723)	
NET REVENUE OVER EXPENDITURES	293	6,884	8,681		

Solid Waste Fund

	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percent
REVENUE					
Fees	37,574	263,389	442,265	(178,876)	59.55
TOTAL REVENUE	37,574	263,389	442,265	(178,876)	
EXPENDITURES					
Operating	34,516	242,162	442,493	(200,331)	54.73
TOTAL EXPENDITURES	34,516	242,162	442,493	(200,331)	
NET REVENUE OVER EXPENDITURES	3,059	21,227	(228)		

Tourism Fund

	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percent
REVENUE					
Local Room Tax	1,224	42,465	60,000	(17,535)	70.77
Misc.	20,000	20,000	10,000	10,000	0.00
TOTAL REVENUE	21,224	62,465	70,000	(7,535)	
EXPENDITURES					
Operating	3,450	49,375	70,000	(20,625)	70.54
TOTAL EXPENDITURES	3,450	49,375	70,000	(20,625)	
NET REVENUE OVER EXPENDITURES	17,774	13,090	-		

Taxi Fund

	8/31/2025	8/31/2025	8/31/2025	8/31/2025	
	<i>Month Activity</i>	<i>YTD Actual</i>	<i>Budget Amount</i>	<i>Over/(Under)</i>	<i>Percent</i>
REVENUE					
Tax Levy	7,818	45,000	45,000	-	0.00
State/Federal Grants	-	39,183	93,000	(53,817)	42.13
Sale of Vehicles/Property	-	-	-	-	0.00
Transfer In - Other Funds	-	-	-	-	0.00
TOTAL REVENUE	7,818	84,183	138,000	(53,817)	
EXPENDITURES					
Operating	13,837	85,727	162,928	(77,201)	52.62
TOTAL EXPENDITURES	13,837	85,727	162,928	(77,201)	
NET REVENUE OVER EXPENDITURES	(6,019)	(1,543)	(24,928)		

Stormwater Fund

	<i>Month Activity</i>	<i>YTD Actual</i>	<i>Budget Amount</i>	<i>Over/(Under)</i>	<i>Percent</i>
REVENUE					
Grants	-	-	-	-	0.00
Fees	-	-	-	-	0.00
Stormwater Fees	55,835	381,883	592,500	(210,617)	64.45
Proceeds Long Term Debt Issue	-	1,036,250	1,115,643	(79,393)	0.00
TOTAL REVENUE	55,835	1,418,133	1,708,143	(290,010)	
EXPENDITURES					
Operating, Wages, Benefits	606,850	1,087,136	1,617,979	(530,843)	67.19
TOTAL EXPENDITURES	606,850	1,087,136	1,617,979	(530,843)	
NET REVENUE OVER EXPENDITURES	(551,015)	330,997	90,164		



REPORT DATE:	September 25, 2025
DEPARTMENT:	Administration / Economic Development
PREPARED BY:	Administrator Schlieve

ECONOMIC DEVELOPMENT:

- Tent (10) applicants, from a field of 23, were selected to participate in the Ignite Rural program. The cohort kicks off October 6 and will run Mondays and Thursdays through the end of November at the Warrior Innovation Center at WASD. The final pitch event will be held on the evening of November 6. Top prizes (funded by grants) for the pitch include \$30K for first place and \$20K for second place.
- The first cohort meeting for the Main St Program is complete. Major work is needed to structure a board with representation from numerous and disparate groups that do work downtown with focus on establishing some common goals around the Main St 4-pillar approach to community development.
- The confirmation hearing for our purchase of 425 E Franklin St was postponed due to a bankruptcy filing. We are working to determine any next steps if any.
- The Joint Review Board (JRB) will meet on September 29 to adopt the plans for TID 9 amendment and TID 10 creation. This is the final step in this process before the plans are filed with the Dept of Administration.
- Staff presented at the WI Economic Development Association on the WRNC Opportunity Fund. To date, three loans have been approved with several more in process. There has been strong interest from Waupun businesses.
- We have concluded negotiations with CTS Holdings for land in the Waupun Industrial Park. An offer to purchase and developer's agreement will be reviewed at Tuesday's COW meeting.

ADMINISTRATION:

- We have reached a draft agreement with the Towns of Chester, Trenton and Waupun on a shared service agreement for fire service. The purpose and intent and terms outline an arrangement where the City provides fire protection and prevention services to the Town of Chester and portions of the Towns of Trenton and Waupun in exchange for annual service fee based on a weighted formula of equalized value, population and call volume to fairly distribute costs. Under this agreement, capital costs are reduced through the removal of redundant equipment and administrative function. The full agreement will be presented at Tuesday's COW meeting for review.
- We have been in discussion with Waupun Utilities, and they will provide in-house support to assist with a stormwater rate analysis. Once complete, we will be presenting recommendations for future rate adjustments based on a financial model that considers current and future operating costs and capital needs supported by the utility.

- Home assessments are once again increasing due to current market conditions. Accurate property assessments help ensure a fair distribution of the overall property tax burden as they determine how much of the total tax levy each property owner is responsible for, based on the market value of their property. The purpose of regular assessment updates is to keep property values accurate and maintain fairness in how taxes are distributed. It's important to note that the overall budget does not change based on assessments. As property values rise, the total mill rate will adjust accordingly based on total assessed value.
- Additional work occurred on the 2026 budget to eliminate the projected deficit. The proposed budget in final form will be presented at the October 14th meeting, where we will be seeking a motion to publish the public hearing notice for November 11, 2026.
- Review of the compensation plan is nearing completion. Results will be presented later this year along with recommendations on any implementation plans.
- The safety building roof was replaced. This is the final roof replacement from last year's hail damage. The work was authorized by the council in November of 2024 as part of an emergency declaration authorizing immediate repairs to a majority of the roofs in the city. Under WI Statute 62.15(1b) we bypassed the standard bidding process to allow for expedited contractor hiring.
- The Gate Valve at the Mill Pond was repaired recently and water levels are slowly returning to normal.
- Staff completed our final visit with the Department of Administration auditors on the Healthcare Infrastructure Grant that helped to fund the ambulance and equipment purchase for the EMR Program. We are pending arrival of several small purchases before we submit for final reimbursement and file our close out report by the end of the year.