



VILLAGE OF WINNECONNE

The Community of Opportunity

30 South First Street - P.O. Box 488 - Winneconne, Wisconsin 54986-0488 - 920-582-4381

www.winneconnewi.gov

AGENDA

Village Board

Tuesday, January 21, 2025, 5:30 pm

Village Board Room, 30 South First Street

Call to Order

Roll Call Foster Kubasta Olson Bouras Stelzner Janikowski Boucher

Pledge of Allegiance

Regular Business

Consideration and action to approve consent agenda and payment of bills:

- o December 31, 2024, Treasurer's Report/Budget Comparisons
- o December 2024, Check Register

Consideration and action to approve December 17, 2024, Village Board Minutes

Communications

Harry Allen (Elhers) providing details on Resolution 12.17-2024A

Public Participation

Administrator's Report

Committee Reports

Beautification, Cemetery, Fire District, Historic Preservation, Library, Parks, Personnel & Finance, Plan Commission, Public Safety, Public Works

Old Business

New Business

Consideration and action to approve Resolution 12.17-2024A, Authorizing the Issuance and Sale of \$2,935,000 General Obligation Promissory Notes, Series 2025A

Consideration and action to review and approve CSM NO. 7308, parcel 19100351603 located on Tower Road and West Industrial Road. This parcel originally was 15 acres and is now being broken into one 1-acre parcel (lot2) and one 14-acre parcel (lot 2) in order to sell and develop for future business.

Consideration and action to review and approve offer by Shallbetter properties LLC to purchase 14 acres of parcel 19100351603 for \$256,666.00 contingent on a signed developer's agreement prior to closing as well as rezoning from R-1A (Single family residential) to I- (general industrial)

Consideration and action to review and approve offer by Precision Real Estate, LLC to purchase 1 acres of parcel 19100351603 for \$18,000.00 contingent on a signed developer's agreement prior to closing as well as rezoning from R-1A (Single family residential) to I- (general industrial)

Consideration and action to approve three Temporary Class B licenses to St. Mary Parish for the following dates: 3/7/25, 3/21/25 and 4/4/25

Consideration and action to approve an operator license for Dylan Halder

Adjourn

The Winneconne Municipal Center is accessible to the physically disadvantaged. If special accommodations are necessary, please contact the Village Hall at 920-582-4381 and we will make every effort to accommodate the requests.

Notice of this meeting was posted at the following locations: Village Hall, 30 S. 1st St., Winneconne, Premier Bank, 915 Main St., Winneconne, Winneconne Post Office, 34 S. 2nd St, Winneconne, Village website.

VILLAGE OF WINNECONNE, WISCONSIN
MONTHLY TREASURER'S REPORT
December 31, 2024

	<u>TOTAL CASH AND INVESTMENTS</u>	<u>Interest Earned</u>
Local Government Investment Pool	\$ 5,340,212.47	\$ 20,750.98
Premier Community Bank Checking - Bank Recon Balance	\$ 2,012,798.54	\$ 1,776.36
Subtotal Pooled Cash	<u>\$ 7,353,011.01</u>	
Premier Community Bank Library checking	\$ 1,299.95	
Premier Community Bank Christmas fund	\$ 7,628.67	\$ 0.16
Petty Cash	\$ 900.00	
TOTAL VILLAGE CASH AND INVESTMENTS	<u>\$ 7,362,839.63</u>	<u>\$ 22,527.50</u>

CASH AND INVESTMENT DETAIL BY FUND

UNRESTRICTED CASH

General fund	\$ 3,712,594.00
Solid Waste/Recycling	\$ 88,749.68
Water Fund	\$ 91,390.03
Water Fund - Tower repainting	\$ 197,298.33
Sewer Fund	\$ 1,540,489.19
Stormwater Fund	\$ 242,211.00
Petty Cash	\$ 900.00

RESTRICTED CASH

Library checking - restricted for Library	\$ 1,299.95
Christmas Crusade	\$ 7,628.67
Cemetery Care	\$ 89,765.87
Cemetery Perpetual Care	\$ 84,151.58
Sewer Equipment Replacement	\$ 236,299.87
ARPA Funds	\$ -
Beautification Funds	\$ 5,566.39
Park Donation Funds	\$ 1,233.15
Library Donations	\$ 14,339.43
Sewer Debt Service	\$ 227,203.99
Community Development (CDBG)	\$ 26,895.42
Debt Service - special assessments collected -future debt	\$ 150,674.22
Debt Service - current year levy for current year debt	\$ 454,406.84
TID No. 3	\$ 45,197.22
TID No. 5	\$ 195,095.23
TID No. 6	\$ 205,832.64
TID No. 7	\$ 10,530.37
TID No. 8	\$ (26,030.35)
TID No. 3,5,6	\$ (6,975.00)
Capital Projects	<u>\$ (233,908.09)</u>
	<u>\$ 7,362,839.63</u>

* Interest earned moved to cemetery care fund quarterly

\$ -

Dated From: 1/01/2024

Fund: All Funds

Thru: 12/31/2024

Account Number		Debit	Credit
101-00-11007-000-000	LIBRARY CHECKING	1,299.95	
101-00-11008-000-000	CHRISTMAS CRUSADE	7,628.67	
101-00-11111-000-000	POOLED CASH GENERAL FUND	3,712,594.00	
202-00-11111-000-000	POOLED CASH CEMETERY CARE	89,765.87	
203-00-11111-000-000	POOLED CASH CEM PERPETUAL CARE	84,151.58	
205-00-11111-000-000	POOLED CASH TID NO. 5	195,095.23	
208-00-11111-000-000	POOLED CASH TID NO. 3	45,197.22	
209-00-11111-000-000	POOLED CASH TID NO. 6	205,832.64	
210-00-11111-000-000	POOLED CASH TID NO. 7	10,530.37	
211-00-11111-000-000	POOLED CASH TID NO. 8		26,030.35
212-00-11111-000-000	POOLED CASH ARPA FUNDS		
213-00-11111-000-000	POOLED CASH TIF #3, 5, 6		6,975.00
219-00-11111-000-000	POOLED CASH LIBRARY DONATIONS	14,339.43	
221-00-11111-000-000	POOLED CASH BEAUTIFICATION	5,566.39	
222-00-11111-000-000	POOLED CASH PARK DONATIONS	1,233.15	
230-00-11111-000-000	POOLED CASH SOLID WASTE/RECYCL	88,749.68	
291-00-11111-000-000	POOLED CASH COMMUNITY DEVELOP	26,895.42	
301-00-11111-000-000	POOLED CASH DEBT SERVICE NEW	605,081.06	
500-00-11111-000-000	POOLED CASH GENERAL CAPITAL		233,908.09
601-00-11111-000-000	POOLED CASH WATER UTILITY NEW	288,688.36	
602-00-11111-000-000	POOLED CASH SEWER UTILITY NEW	2,003,993.05	
603-00-11111-000-000	POOLED CASH STORMWATER	242,211.00	
101-00-11800-000-000	PETTY CASH	350.00	
101-00-11801-000-000	PETTY CASH	50.00	
101-00-11802-000-000	PETTY CASH - PD	500.00	
CASH AND MARKETABLE SECURIT		7,362,839.63	

Fund: 101 - GENERAL FUND

Account Number		2024 December	2024 Actual 12/31/2024	2024 Budget	Budget Status	% of Budget
101-00-40000-000-000	GENERAL REVENUE OFFSET	0.00	-1,430,596.64	-1,430,596.64	0.00	100.00
101-10-40000-000-000	GENERAL REVENUES ALLOCATION	0.00	16,773.15	16,773.15	0.00	100.00
101-11-40000-000-000	GENERAL REVENUE ALLOCATION	0.00	438,074.93	438,074.93	0.00	100.00
101-12-40000-000-000	GENERAL REVENUES ALLOCATION	0.00	28,233.28	28,233.28	0.00	100.00
101-14-40000-000-000	GENERAL REVENUES ALLOCATION	0.00	518,294.89	518,294.89	0.00	100.00
101-15-40000-000-000	GENERAL REVENUES ALLOCATION	0.00	63,603.03	63,603.03	0.00	100.00
101-17-40000-000-000	GENERAL REVENUES ALLOCATION	0.00	114,079.49	114,079.49	0.00	100.00
101-18-40000-000-000	GENERAL REVENUES ALLOCATION	0.00	20,457.92	20,457.92	0.00	100.00
101-19-40000-000-000	GENERAL REVENUES ALLOCATION	0.00	142,795.50	142,795.50	0.00	100.00
101-20-40000-000-000	GENERAL REVENUES ALLOCATION	0.00	66,747.71	66,747.71	0.00	100.00
101-22-40000-000-000	GENERAL REVENUES ALLOCATION	0.00	21,536.74	21,536.74	0.00	100.00
GENERAL REVENUES ALLOCATION		0.00	0.00	0.00	0.00	0.00
101-01-41110-000-000	GENERAL PROPERTY TAXES	0.00	1,239,197.61	1,239,189.00	8.61	100.00
101-01-41310-000-000	TAXES FROM WATER UTILITY	0.00	89,894.00	87,000.00	2,894.00	103.33
101-01-41320-000-000	TAXES FROM HOUSING AUTHORITY	0.00	26,241.28	14,500.00	11,741.28	180.97
TAXES		0.00	1,355,332.89	1,340,689.00	14,643.89	101.09
101-01-43410-000-000	STATE SHARED REVENUES	0.00	287,809.07	290,743.00	-2,933.93	98.99
101-01-43411-000-000	PERSONAL PROPERTY STATE AIDE	0.00	562.44	380.00	182.44	148.01
101-01-43412-000-000	VIDEO SERVICE STATE AID	0.00	7,776.22	7,776.00	0.22	100.00
101-15-43420-000-000	STATE SHARED FIRE INSURANCE	0.00	13,341.44	11,500.00	1,841.44	116.01
101-01-43430-000-000	EXEMPT COMPUTER AID	0.00	5,920.70	926.00	4,994.70	639.38
101-14-43521-000-000	POLICE STATE AID TRAINING	0.00	1,200.00	1,120.00	80.00	107.14
101-14-43529-000-000	STATE GRANTS - SFTY	0.00	467.00	10,000.00	-9,533.00	4.67
101-17-43529-000-000	STATE GRANTS - SFTY	0.00	6,634.00	0.00	6,634.00	0.00
101-17-43530-000-000	STATE TRANSPORTATION AID	0.00	233,458.37	235,758.37	-2,300.00	99.02
101-01-43690-000-000	OTHER STATE AIDS	0.00	257.25	0.00	257.25	0.00
101-19-43720-000-000	LIBRARY AID WINNEBAGO COUNTY	0.00	107,228.00	107,228.00	0.00	100.00
101-18-43740-000-000	WINNEBAGO COUNTY IDB FUNDS	0.00	0.00	4,000.00	-4,000.00	0.00
INTERGOVERNMENTAL REVENUES		0.00	664,654.49	669,431.37	-4,776.88	99.29
101-11-44110-000-000	LIQUOR & MALT BEVERAGE LICENSE	10.00	3,709.50	4,000.00	-290.50	92.74
101-11-44120-000-000	BARTENDER & LICENSES	0.00	1,525.00	1,400.00	125.00	108.93
101-11-44130-000-000	CIGARETTE LICENSES	0.00	300.00	400.00	-100.00	75.00
101-11-44140-000-000	OTHER BUSINESS LICENSES	0.00	10.00	150.00	-140.00	6.67
101-11-44220-000-000	DOG LICENSES	20.00	2,594.48	2,500.00	94.48	103.78
101-11-44300-000-000	BUILDING PERMITS	835.00	53,790.80	10,000.00	43,790.80	537.91
101-11-44400-000-000	ZONING PERMITS & FEES	200.00	5,540.14	1,500.00	4,040.14	369.34
101-11-44910-000-000	OTHER PERMITS	100.00	6,200.00	10,500.00	-4,300.00	59.05
101-11-44920-000-000	CHARTER FRANCHISE FEES	0.00	13,099.73	7,500.00	5,599.73	174.66
LICENSES AND PERMITS		1,165.00	86,769.65	37,950.00	48,819.65	228.64
101-12-45110-000-000	COURT PENALTIES & COSTS	1,937.17	29,130.25	15,000.00	14,130.25	194.20
101-14-45130-000-000	PARKING VIOLATIONS	55.00	4,398.00	4,000.00	398.00	109.95
FINES, FORFEITS AND PENALTIES		1,992.17	33,528.25	19,000.00	14,528.25	176.46
101-11-46110-000-000	CLERK-TREASURER FEES	0.00	1,625.00	1,500.00	125.00	108.33
101-14-46210-000-000	POLICE FEES	667.50	2,479.17	800.00	1,679.17	309.90
101-19-46260-000-000	LIBRARY CHARGES	98.27	3,678.26	3,125.00	553.26	117.70

Fund: 101 - GENERAL FUND

Account Number		2024 December	2024 Actual 12/31/2024	2024 Budget	Budget Status	% of Budget
101-17-46310-000-000	HWY CHARGES FOR SERVICE-MAINT	128.07	1,526.76	2,000.00	-473.24	76.34
101-17-46440-000-000	CHARGES FOR WEED NOTICES	0.00	0.00	300.00	-300.00	0.00
101-22-46540-000-000	CEMETERY FEES & PERP CARE INT	600.00	20,080.00	11,000.00	9,080.00	182.55
101-20-46720-322-000	MARBLE PARK RENTAL FEES	0.00	1,540.00	2,500.00	-960.00	61.60
101-20-46720-322-100	LAKE WINNECONNE RENTALS	700.00	4,010.00	7,000.00	-2,990.00	57.29
101-20-46720-322-200	WATERFRONT PARK RENTALS	0.00	500.00	250.00	250.00	200.00
101-20-46730-000-000	MARBLE PARK SWIMMING REVENUES	0.00	39,657.55	50,000.00	-10,342.45	79.32
101-20-46730-312-600	MARBLE PRK REV CONCESSION	0.00	12,981.15	12,000.00	981.15	108.18
101-20-46742-000-000	RECREATION SPONSOR FEES	0.00	150.00	750.00	-600.00	20.00
101-20-46750-000-000	BOAT TRAILER PARKING PERMIT	0.00	55,014.44	40,000.00	15,014.44	137.54
101-20-46752-000-000	PIER PASS	9.00	9,609.00	10,000.00	-391.00	96.09
101-20-46755-000-000	BOAT SLIP REVENUE	0.00	8,975.00	7,500.00	1,475.00	119.67
101-20-46756-000-000	BEACH HOUSE RENTAL	0.00	0.00	750.00	-750.00	0.00
PUBLIC CHARGES FOR SERVICES		2,202.84	161,826.33	149,475.00	12,351.33	108.26
101-14-47221-000-000	SRO CHARGES FROM SCHOOL	0.00	71,555.52	77,578.00	-6,022.48	92.24
INTERGOV'T. CHARGES FOR SERV.		0.00	71,555.52	77,578.00	-6,022.48	92.24
101-01-48100-000-000	INTEREST ON INVESTMENTS	17,667.51	239,741.90	140,000.00	99,741.90	171.24
101-11-48210-000-000	RENTS & LEASES	750.00	68,531.00	67,781.00	750.00	101.11
101-00-48303-000-000	SALE OF PUBLIC WORKS EQUIPMENT	6,400.00	13,689.00	0.00	13,689.00	0.00
101-11-48400-000-000	INSURANCE RECOVERIES	0.00	3,420.94	0.00	3,420.94	0.00
101-14-48400-000-000	INSURANCE RECOVERIES	0.00	5,000.00	0.00	5,000.00	0.00
101-20-48500-000-000	FIREWORKS DONATIONS	0.00	16,500.00	15,600.00	900.00	105.77
101-14-48500-000-000	DONATIONS POLICE	8,259.00	17,576.79	0.00	17,576.79	0.00
101-19-48500-860-000	LIBRARY DONATIONS	0.00	0.00	5,000.00	-5,000.00	0.00
101-11-48900-000-000	MISC INCOME	0.00	8,832.45	0.00	8,832.45	0.00
CAPITAL CONTRIBUTIONS		33,076.51	373,292.08	228,381.00	144,911.08	163.45
101-00-49300-000-000	FUND BALANCE APPLIED	0.00	0.00	400,000.00	-400,000.00	0.00
OTHER FINANCING SOURCES		0.00	0.00	400,000.00	-400,000.00	0.00
Total Revenues		38,436.52	2,746,959.21	2,922,504.37	-175,545.16	93.99

Fund: 101 - GENERAL FUND

Account Number		2024 December	2024 Actual 12/31/2024	2024 Budget	Budget Status	% of Budget
101-10-51110-110-000	VILLAGE BOARD WAGES	0.00	11,250.00	13,000.00	1,750.00	86.54
101-10-51110-150-000	VILLAGE BOARD EMPL BEN	0.00	860.65	1,073.15	212.50	80.20
101-10-51110-210-000	VILLAGE BOARD PROF SERVICES	0.00	739.00	0.00	-739.00	0.00
101-10-51110-210-600	AWARDS & MEMORIALS	0.00	0.00	200.00	200.00	0.00
101-10-51110-321-000	VILLAGE BOARD MEMBERSHIP DUES	0.00	1,509.12	1,500.00	-9.12	100.61
101-10-51110-330-000	VILLAGE BOARD TRAVEL & CONVENT	0.00	0.00	1,000.00	1,000.00	0.00
101-12-51210-110-000	MUNICIPAL COURT WAGES	1,311.70	17,735.45	20,352.80	2,617.35	87.14
101-12-51210-150-000	MUNICIPAL COURT BENEFITS	100.34	1,363.44	3,225.47	1,862.03	42.27
101-12-51210-210-500	MUNICIPAL COURT WITN FEE	0.00	0.00	1,000.00	1,000.00	0.00
101-12-51210-229-000	COURT SOFTWARE	1,262.50	1,262.50	1,300.00	37.50	97.12
101-12-51210-310-000	MUNICIPAL COURT OFFIC SUPPLIES	0.00	390.43	750.00	359.57	52.06
101-12-51210-321-000	MUNICIPAL COURT DUES	0.00	185.00	145.00	-40.00	127.59
101-12-51210-330-000	MUNICIPAL COURT TRAV/LOD	0.00	718.38	300.00	-418.38	239.46
101-12-51210-331-000	MUNICIPAL COURT TRAINING	0.00	800.00	1,000.00	200.00	80.00
101-12-51210-333-000	MUNICIPAL COURT COLLECT-LEXIS	0.00	1,040.00	1,560.00	520.00	66.67
101-12-51210-348-000	MUNICIPAL COURT MISC EXP	0.00	62.50	100.00	37.50	62.50
101-11-51300-210-000	LEGAL COUNSELING	6,823.99	53,226.96	40,000.00	-13,226.96	133.07
101-12-51300-210-000	COURT LEGAL COUNSEL PRO SERV	1,020.00	8,615.00	13,500.00	4,885.00	63.81
101-11-51410-110-000	ADMINISTRATOR WAGES	4,314.12	55,220.74	54,470.00	-750.74	101.38
101-11-51410-150-000	ADMINISTRATOR BENEFITS	654.04	8,318.52	8,390.51	71.99	99.14
101-11-51410-310-000	WCMA / ICMA DUES	0.00	270.37	1,384.00	1,113.63	19.54
101-11-51410-330-000	PROFESSIONAL DEVELOPMENT ADMIN	0.00	1,582.93	5,000.00	3,417.07	31.66
101-11-51410-348-000	ADMIN CELL PHONE REIMBURSEMENT	41.19	452.77	1,620.00	1,167.23	27.95
101-11-51420-110-000	CLERK WAGES	2,050.20	26,242.56	26,880.40	637.84	97.63
101-11-51420-150-000	CLERK BENEFITS	714.19	9,482.35	9,435.00	-47.35	100.50
101-11-51420-321-000	WMCA DUES	0.00	65.00	65.00	0.00	100.00
101-11-51420-348-000	IRS & STATE WH PENALTIES & INT	0.00	1,872.82	1,500.00	-372.82	124.85
101-11-51422-210-000	ACCOUNTING SOFTWARE SUBSCRIPT	0.00	5,100.00	9,600.00	4,500.00	53.13
101-11-51422-226-000	GENERAL ADMIN FLEX FEES	50.00	1,158.76	1,000.00	-158.76	115.88
101-11-51422-227-000	GENERAL ADMIN EAP FEE	0.00	432.90	150.00	-282.90	288.60
101-11-51422-310-000	OFFICE SUPPLIES- GEN ADMIN	125.95	4,055.94	3,000.00	-1,055.94	135.20
101-11-51422-311-000	POSTAGE - GEN ADMIN	1,350.00	3,430.00	4,500.00	1,070.00	76.22
101-11-51422-312-000	PRINTING & PUBLISHING- GEN ADM	45.00	2,548.96	6,000.00	3,451.04	42.48
101-11-51422-312-100	LEGAL NOTICES - GEN ADMIN	0.00	285.96	1,000.00	714.04	28.60
101-11-51422-312-600	ECODE 360 ANNUAL MAINTENANCE	0.00	4,669.00	4,300.00	-369.00	108.58
101-11-51422-340-000	PHOTO COPIER LEASES	698.09	6,940.24	5,100.00	-1,840.24	136.08
101-11-51422-348-000	MISC EXPENSE - GEN ADMIN	1,584.51	5,081.56	3,500.00	-1,581.56	145.19
101-11-51422-450-000	BANK SERVICE FEES	299.95	2,639.94	2,700.00	60.06	97.78
101-11-51423-110-000	CUSTOMER SERVICE REP WAGES	234.85	4,766.10	1,957.00	-2,809.10	243.54
101-11-51423-150-000	CUSTOMER SERVICE REP BENEFITS	34.17	435.69	310.14	-125.55	140.48
101-11-51440-110-000	ELECTION WORKER WAGES	50.00	6,012.90	10,500.00	4,487.10	57.27
101-11-51440-150-000	ELECTION WORKER BENEFITS	0.00	126.74	0.00	-126.74	0.00
101-11-51440-312-000	ELECTION SUPPLIES	711.30	3,259.33	3,000.00	-259.33	108.64
101-11-51450-210-000	IT SUPPORT	5,665.09	30,830.27	11,000.00	-19,830.27	280.28
101-11-51450-210-123	WEBSITE HOSTING	0.00	2,700.00	10,000.00	7,300.00	27.00
101-11-51450-310-000	IT HARDWARE	0.00	647.22	1,500.00	852.78	43.15
101-11-51510-210-000	ANNUAL AUDIT & REPORTING	796.67	9,903.92	26,880.00	16,976.08	36.84
101-11-51520-110-000	TREASURER WAGES	3,519.22	51,401.56	50,860.20	-541.36	101.06
101-11-51520-150-000	TREASURER BENEFITS	528.80	10,753.13	14,886.52	4,133.39	72.23
101-11-51520-210-000	FINANCIAL ADVISING	1,564.00	5,240.10	3,000.00	-2,240.10	174.67
101-11-51520-321-000	MTAW DUES	0.00	0.00	150.00	150.00	0.00
101-11-51520-330-000	PROF DEVELOP TREASURER/CLERK	0.00	1,198.82	2,000.00	801.18	59.94

Fund: 101 - GENERAL FUND

		2024		2024	Budget	% of
Account Number		December	Actual 12/31/2024	Budget	Status	Budget
101-11-51530-210-000	PROPERTY ASSESSMENT	727.14	17,457.14	18,500.00	1,042.86	94.36
101-11-51530-311-000	PROPERTY ASSESSMENT MISC	0.00	558.01	0.00	-558.01	0.00
101-11-51600-220-000	MUNICIPAL CENTER PHONE	266.00	1,862.00	1,220.00	-642.00	152.62
101-11-51600-220-101	TELEPHONE EQUIPMENT	0.00	0.00	1,000.00	1,000.00	0.00
101-11-51600-221-000	MUNICIPAL CENTER ELECTRICITY	1,610.37	23,745.57	25,500.00	1,754.43	93.12
101-11-51600-224-000	MUNICIPAL CENTER WATER/SEWER	594.40	1,580.90	5,300.00	3,719.10	29.83
101-11-51600-225-000	MUNICIPAL CENTER INTERNET	31.76	5,586.46	1,000.00	-4,586.46	558.65
101-11-51600-348-000	MUNICIPAL CENTER MISCELLANEOUS	0.00	3,269.36	1,500.00	-1,769.36	217.96
101-11-51600-414-000	MUNICIPAL CENTER MAINTENANCE	828.00	10,863.46	12,000.00	1,136.54	90.53
101-11-51800-000-000	PROPERTY INLAND INSURANCE	0.00	23,371.18	34,824.60	11,453.42	67.11
101-11-51810-000-000	GENERAL LIABILITY INSURANCE	0.00	11,037.11	11,961.56	924.45	92.27
101-11-51810-100-000	CRIME INSURANCE	0.00	1,184.00	1,500.00	316.00	78.93
101-11-51820-000-000	VEHICLE COLLISION/COMPREHENSIV	0.00	19,829.72	12,000.00	-7,829.72	165.25
101-11-51930-000-000	UNEMPLOYMENT INSURANCE	0.00	839.78	0.00	-839.78	0.00
101-11-51931-000-000	WORKERS COMPENSATION INSURANCE	0.00	1,784.00	0.00	-1,784.00	0.00
GENERAL GOVERNMENT		39,607.54	489,854.22	511,951.35	22,097.13	95.68
101-14-52100-110-000	POLICE DEPT WAGES	28,219.86	321,651.62	303,236.60	-18,415.02	106.07
101-14-52100-110-500	POLICE DEPT - PART TIME WAGES	8,987.04	93,666.48	71,566.00	-22,100.48	130.88
101-14-52100-150-000	POLICE DEPT BENEFITS	11,804.82	151,304.93	165,395.21	14,090.28	91.48
101-14-52100-150-500	POLICE PART TIME BENEFITS	687.50	7,666.41	8,574.08	907.67	89.41
101-14-52100-210-000	POLICE DEPT IT SERVICES	351.25	4,002.48	3,900.00	-102.48	102.63
101-14-52100-220-000	POLICE DEPT PHONE	133.00	931.00	1,440.00	509.00	64.65
101-14-52100-225-000	POLICE DEPT AIRCARD/SQUAD PHON	258.22	2,887.05	2,163.00	-724.05	133.47
101-14-52100-230-000	POLICE DEPT SUPPLIES & MAINT	0.00	915.50	1,430.00	514.50	64.02
101-14-52100-310-000	POLICE DEPT OFFICE SUPPLIES	0.00	410.05	525.00	114.95	78.10
101-14-52100-311-000	POLICE DEPT POSTAGE	0.00	0.00	200.00	200.00	0.00
101-14-52100-312-000	POLICE DEPT PRINT & PUBLIC	308.85	2,621.61	1,565.00	-1,056.61	167.52
101-14-52100-321-000	POLICE DEPT DUES	0.00	440.35	550.00	109.65	80.06
101-14-52100-330-000	POLICE DEPT TRAVEL/LODGING	197.99	197.99	500.00	302.01	39.60
101-14-52100-331-000	POLICE DEPT TRAINING	1,569.08	3,109.04	4,000.00	890.96	77.73
101-14-52100-342-000	POLICE DEPT UNIFORMS	0.00	1,298.24	1,280.00	-18.24	101.43
101-14-52100-342-300	POLICE DEPT BULLET PROOF VESTS	715.95	715.95	1,000.00	284.05	71.60
101-14-52100-343-000	POLICE DEPT GAS/DIESEL FUEL	2,163.65	13,640.20	18,400.00	4,759.80	74.13
101-14-52100-346-000	POLICE DEPT COMMUNITY PROGRAMS	0.00	304.99	350.00	45.01	87.14
101-14-52100-348-000	POLICE DEPT MISC EXPENSES	7,900.00	26,787.45	8,218.00	-18,569.45	325.96
101-14-52100-351-000	POLICE DEPT VEHICLE MAINTENANC	444.73	3,349.60	3,000.00	-349.60	111.65
101-14-52100-514-000	POLICE DEPT PROP & LIAB INSUR	0.00	3,020.00	4,500.00	1,480.00	67.11
101-14-52100-810-000	POLICE DEPT EQUIP OUTLAY	1,504.63	7,497.19	10,000.00	2,502.81	74.97
101-15-52200-600-000	FIRE DEPT COMBINED FIRE	3,600.00	65,825.10	66,099.03	273.93	99.59
101-15-52210-600-000	OSHKOSH AMBULANCE CONTRACT	28,659.60	28,659.60	9,004.00	-19,655.60	318.30
101-11-52400-000-000	BUILDING INSPECTION	4,074.82	49,251.68	0.00	-49,251.68	0.00
PUBLIC SAFETY		101,580.99	790,154.51	686,895.92	-103,258.59	115.03
101-17-53100-110-000	PUBLIC WORKS ADMIN WAGES	2,744.67	35,078.16	27,847.00	-7,231.16	125.97
101-17-53100-150-000	PUBLIC WORKS ADMIN BENEFITS	670.59	8,826.93	6,661.87	-2,165.06	132.50
101-17-53100-310-000	PUBLIC WKS OFFICE SUPPLIES	284.21	2,753.18	3,000.00	246.82	91.77
101-17-53100-330-000	PUBLIC WKS TRAVEL/LODGING	0.00	2,307.98	10,000.00	7,692.02	23.08
101-17-53100-331-000	PUBLIC WKS TRAINING	225.00	2,610.90	3,095.00	484.10	84.36
101-17-53100-342-000	PUBLIC WKS UNIFORMS	1,120.64	8,515.53	5,000.00	-3,515.53	170.31
101-17-53100-348-000	PUBLIC WKS MISC EXPENSES	8,203.42	16,572.32	17,500.00	927.68	94.70

Fund: 101 - GENERAL FUND

Account Number		2024 December	2024 Actual 12/31/2024	2024 Budget	Budget Status	% of Budget
101-17-53100-355-000	PUBLIC WKS DRUG TESTS	0.00	607.00	500.00	-107.00	121.40
101-17-53100-362-000	PUBLIC WKS SAFETY EQUIPMENT	554.85	2,805.74	3,595.20	789.46	78.04
101-17-53150-110-000	BLDG & GROUNDS MAINT WAGES	4,622.64	42,927.33	29,101.10	-13,826.23	147.51
101-17-53150-150-000	BLDG & GROUNDS MAINT BENEFITS	830.70	8,345.28	6,669.32	-1,675.96	125.13
101-17-53150-310-000	BLGS SUPPLIES & MAINTENANCE	1,550.14	7,763.72	9,600.00	1,836.28	80.87
101-17-53230-220-000	GARAGE INTERNET	47.70	580.36	120.00	-460.36	483.63
101-17-53230-221-000	GARAGE ELECTRIC	497.14	3,430.36	6,000.00	2,569.64	57.17
101-17-53230-224-000	GARAGE WATER & SEWER	289.84	1,240.45	0.00	-1,240.45	0.00
101-17-53240-110-000	PW FLEET & OTHER SERV WAGES	4,550.14	40,197.52	35,864.30	-4,333.22	112.08
101-17-53240-150-000	PW FLEET & OTHER SERV BENEFITS	1,177.94	10,633.15	16,114.32	5,481.17	65.99
101-17-53240-230-200	PW MACHINERY	5,747.99	14,916.10	15,000.00	83.90	99.44
101-17-53240-343-000	PUBLIC WKS MACH GAS/DIES FUEL	690.16	7,634.73	12,625.00	4,990.27	60.47
101-17-53240-348-000	PUBLIC WKS MACH MISC EXPENSE	1,796.29	14,266.96	17,000.00	2,733.04	83.92
101-17-53240-350-000	PUBLIC WKS MACH EQUIP PARTS	0.00	742.44	0.00	-742.44	0.00
101-17-53300-110-000	PW STREET WAGES	2,485.40	20,174.34	33,972.00	13,797.66	59.39
101-17-53300-150-000	PW STREET BENEFITS	601.81	6,695.20	13,042.75	6,347.55	51.33
101-17-53300-359-000	STREET MAINT CRACK SEALING	0.00	5,476.25	6,000.00	523.75	91.27
101-17-53314-350-000	SNOW & ICE REMOVAL EQUIP/PARTS	66.47	7,089.76	8,500.00	1,410.24	83.41
101-17-53314-371-000	SNOW & ICE REMOVAL SALT & BRIN	0.00	7,718.99	10,000.00	2,281.01	77.19
101-17-53316-356-000	STREET SIGNS AND BANNERS	194.99	700.86	1,000.00	299.14	70.09
101-17-53420-221-000	STREET LIGHTING ELECTRIC	3,525.41	39,963.77	35,000.00	-4,963.77	114.18
101-17-53645-230-000	TREES BRUSH & WEED CONTROL	5,000.00	9,816.69	10,000.00	183.31	98.17
101-17-53932-000-000	PW PROPERTY INLAND INSURANCE	0.00	1,348.93	2,010.00	661.07	67.11
101-17-53932-100-000	PW GENERAL LIABILITY INSURANCE	0.00	5,664.89	6,600.00	935.11	85.83
PUBLIC WORKS		47,478.14	337,405.82	351,417.86	14,012.04	96.01
101-22-54910-110-000	CEMETERY WAGES	1,145.03	26,632.47	20,607.50	-6,024.97	129.24
101-22-54910-150-000	CEMETERY BENEFITS	343.70	6,529.57	4,079.24	-2,450.33	160.07
101-22-54910-343-000	CEMETERY GAS/DIESEL FUEL	93.27	1,031.72	2,850.00	1,818.28	36.20
101-22-54910-348-000	CEMETERY MISC EXPENSES	0.00	7,313.50	2,500.00	-4,813.50	292.54
101-22-54910-350-000	CEMETERY EQUIP PARTS	0.00	976.74	1,500.00	523.26	65.12
101-22-54910-810-000	CEMETERY EQUIP OUTLAY	0.00	0.00	1,000.00	1,000.00	0.00
HEALTH AND HUMAN SERVICES		1,582.00	42,484.00	32,536.74	-9,947.26	130.57
101-19-55110-110-000	LIBRARY WAGES	9,086.74	104,128.44	99,181.00	-4,947.44	104.99
101-19-55110-150-000	LIBRARY BENEFITS	1,117.69	15,224.68	17,158.70	1,934.02	88.73
101-19-55110-230-100	LIBRARY CONTRACT SERVICES	0.00	18,543.38	18,600.00	56.62	99.70
101-19-55110-310-000	LIBRARY OFFICE SUPPLIES	0.00	2,941.55	3,000.00	58.45	98.05
101-19-55110-311-000	LIBRARY POSTAGE	0.00	154.00	200.00	46.00	77.00
101-19-55110-312-000	LIBRARY PRINTING & PUBLISHING	335.99	3,615.21	3,400.00	-215.21	106.33
101-19-55110-320-000	LIBRARY SUBSCRIPTIONS	0.00	2,572.29	2,400.00	-172.29	107.18
101-19-55110-320-500	LIBRARY BOOKS	1,131.96	30,279.24	25,000.00	-5,279.24	121.12
101-19-55110-320-501	LIBRARY AUDIO BOOKS	0.00	3,965.05	7,528.00	3,562.95	52.67
101-19-55110-320-502	LIBRARY VIDEOS	278.71	1,382.01	4,600.00	3,217.99	30.04
101-19-55110-323-000	LIBRARY PROGRAMMING	200.00	5,324.04	5,000.00	-324.04	106.48
101-19-55110-330-000	LIBRARY TRAVEL & CONVENTIONS	0.00	273.50	1,600.00	1,326.50	17.09
101-19-55110-341-000	LIBRARY CLEANING SUPPLIES	0.00	181.25	200.00	18.75	90.63
101-19-55110-348-000	LIBRARY MISC EXPENSES	0.00	910.50	1,000.00	89.50	91.05
101-19-55110-414-000	LIBRARY FACILITY MAINTENANCE	0.00	67,781.00	67,780.80	-0.20	100.00
101-19-55110-810-000	LIBRARY EQUIP OUTLAY	0.00	2,156.04	1,500.00	-656.04	143.74
101-11-55120-221-000	HIST SOCIETY ELECTRIC	448.03	4,160.52	5,000.00	839.48	83.21

Fund: 101 - GENERAL FUND

Account Number		2024 December	2024 Actual 12/31/2024	2024 Budget	Budget Status	% of Budget
101-11-55120-224-000	HIST SOCIETY WATER/SEWER	524.82	1,986.96	1,500.00	-486.96	132.46
101-00-55140-000-000	DONATIONS COMMUNITY ROOM	0.00	14,905.00	14,500.00	-405.00	102.79
101-20-55200-110-000	PARKS WAGES	925.17	54,631.20	39,565.90	-15,065.30	138.08
101-20-55200-150-000	PARKS BENEFITS	359.00	13,840.22	10,005.39	-3,834.83	138.33
101-20-55200-220-000	PARKS PHONE	0.00	-118.00	260.00	378.00	-45.38
101-20-55200-221-000	PARKS ELECTRIC	310.28	4,024.31	6,500.00	2,475.69	61.91
101-20-55200-224-000	PARKS WATER & SEWER	2,137.74	5,879.40	3,000.00	-2,879.40	195.98
101-20-55200-230-100	PARKS CONTRACT SERVICES	550.50	13,992.58	10,000.00	-3,992.58	139.93
101-20-55200-310-000	PARKS SUPPLIES & EXP	0.00	1,128.86	0.00	-1,128.86	0.00
101-20-55200-341-000	PARKS CLEANING SUPPLIES	0.00	2,672.96	3,500.00	827.04	76.37
101-20-55200-343-000	PARKS GAS/DIESEL FUEL	578.24	6,396.68	10,450.00	4,053.32	61.21
101-20-55200-348-000	PARKS MISC EXPENSES	0.00	10,866.53	9,000.80	-1,865.73	120.73
101-20-55200-350-000	PARKS EQUIPMENT	212.00	5,984.11	8,000.00	2,015.89	74.80
101-20-55200-356-000	PARKS FACILITIES MAINTENANCE	3,096.38	14,488.08	24,000.00	9,511.92	60.37
101-20-55200-417-300	POOL CHEMICALS	0.00	0.00	1,400.00	1,400.00	0.00
101-20-55210-000-000	MSB/VENTEK FEES	17.00	5,550.95	5,300.00	-250.95	104.73
101-20-55310-310-000	FIREWORKS SUPPLIES	0.00	17,500.00	16,600.00	-900.00	105.42
101-20-55420-110-000	BEACH/BEACH HOUSE WAGES	78.56	36,445.96	44,993.80	8,547.84	81.00
101-20-55420-150-000	BEACH/BEACH HOUSE BENEFITS	27.23	3,269.31	4,121.82	852.51	79.32
101-20-55420-221-000	BEACH/BEACH HOUSE ELECTRIC	74.75	3,298.41	2,500.00	-798.41	131.94
101-20-55420-225-000	BEACH/BEACH HOUSE INTERNET	47.70	321.98	100.00	-221.98	321.98
101-20-55420-310-000	BEACH/BEACH HOUSE SUPPLIES/EXP	0.00	550.00	1,600.00	1,050.00	34.38
101-20-55420-313-000	POOL CONCESSION SUPPLIES	0.00	8,855.64	12,000.00	3,144.36	73.80
101-20-55420-348-000	BEACH/BEACH HOUSE MISC EXPS	0.00	1,341.47	2,500.00	1,158.53	53.66
101-20-55420-810-000	SWIMMING EQUIP OUTLAY	0.00	1,338.19	3,000.00	1,661.81	44.61
CULTURE, RECREATION AND EDU.		21,538.49	492,743.50	497,546.21	4,802.71	99.03
101-18-56700-110-000	ECONOMIC DEVELOP WAGES	838.86	10,737.41	12,528.10	1,790.69	85.71
101-18-56700-150-000	ECONOMIC DEVELOP BENEFITS	127.26	1,617.81	1,929.82	312.01	83.83
101-18-56700-210-000	ECONOMIC DEVELOP PRO SERVICES	275.34	9,114.00	10,000.00	886.00	91.14
CONSERVATION AND DEVELOPMENT		1,241.46	21,469.22	24,457.92	2,988.70	87.78
101-11-59200-000-000	OPERATING TRANSFER OUT	400,000.00	400,000.00	400,000.00	0.00	100.00
OTHER FINANCING USES		400,000.00	400,000.00	400,000.00	0.00	100.00
Total Expenses		613,028.62	2,574,111.27	2,504,806.00	-69,305.27	102.77
Net Totals		-574,592.10	172,847.94	417,698.37	244,850.43	41.38

POOLED CASH

Accounting Checks

Posted From: 12/01/2024 From Account:
Thru: 12/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
ACH	12/02/2024	DELTA DENTAL - ACH	288.92
	Manual Check	NOVEMBER DENTAL & VISION INSUR	
ACH	12/02/2024	US INTERNET	383.33
	Manual Check	NOVEMBER INTERNET	
ACH	12/02/2024	GREAT-WEST RETIREMENT SERVICES (EMPOWER)	350.00
	Manual Check	NOVEMBER 29 PAYROLL	
ACH	12/04/2024	CINTAS CORPORATION	971.83
	Manual Check	NOVEMBER BILLING	
ACH	12/05/2024	GORDON FLESCH CO INC	32.01
	Manual Check	COPIER USAGE FEES	
ACH	12/06/2024	GORDON FLESCH CO INC	207.38
	Manual Check	COPIER USAGE FEES	
ACH	12/05/2024	AMAZON BUSINESS - VILLAGE	1,424.86
	Manual Check	LAMINATING SHEETS	
ACH	12/10/2024	GORDON FLESCH CO INC	26.07
	Manual Check	COPIER USAGE FEES	
ACH	12/10/2024	KWIK TRIP STORES	797.33
	Manual Check	FUEL CHARGES FOR NOVEMBER	
ACH	12/10/2024	KWIK TRIP STORES	1,066.63
	Manual Check	FUEL CHARGES FOR NOVEMBER	
ACH	12/11/2024	AMAZON CAPITAL SERV - LIBRARY	407.81
	Manual Check	WINTER READING PROGRAM	
ACH	12/13/2024	EMPLOYEE BENEFITS CORPORATION	92.00
	Manual Check	DECEMBER 13 PAYROLL	
ACH	12/13/2024	EXPERT PAY CHILD SUPPORT	825.69
	Manual Check	DECEMBER 13 PAYROLL	
ACH	12/13/2024	GREAT-WEST RETIREMENT SERVICES (EMPOWER)	350.00
	Manual Check	DECEMBER 13 PAYROLL	
ACH	12/13/2024	UNITED STATES TREASURY-FED W/H	8,753.42
	Manual Check	DECEMBER 13 PAYROLL	
ACH	12/13/2024	WISCONSIN DEPARTMENT OF REVENUE-WI W/H	1,553.56
	Manual Check	DECEMBER 13 STATE W/H	
ACH	12/16/2024	NEOPOST	350.00
	Manual Check	POSTAGE	
ACH	12/16/2024	NEOPOST	1,000.00
	Manual Check	POSTAGE	
ACH	12/16/2024	PAX8 ON BEHALF OF WINHAVEN LLC	595.60
	Manual Check	CLOUD SERVICES	

POOLED CASH

Accounting Checks

Posted From: 12/01/2024 From Account:
Thru: 12/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
ACH	12/18/2024	GFL ENVIRONMENTAL	66.23
	Manual Check	WASTE PICK UP	
ACH	12/18/2024	GFL ENVIRONMENTAL	224.80
	Manual Check	WASTE PICK UP LAKE WINNECONNE PARK	
ACH	12/18/2024	GFL ENVIRONMENTAL	325.70
	Manual Check	WASTE PICK UP MARBLE PARK	
ACH	12/18/2024	VISA - PREMIER COMMUNITY BANK	3,400.19
	Manual Check	SRP PRIZES	
ACH	12/20/2024	GROUP INSURANCE ETF-HEALTH INS	13,705.96
	Manual Check	JANUARY INSURANCE	
ACH	12/23/2024	NEOPOST	500.00
	Manual Check	POSTAGE FOR WATER BILLS	
ACH	12/24/2024	GREAT-WEST RETIREMENT SERVICES (EMPOWER)	350.00
	Manual Check	DECEMBER 27 PAYROLL	
ACH	12/24/2024	ADVANCED DISPOSAL SERVICES INC.	17,136.00
	Manual Check	NOVEMBER SERVICES	
ACH	12/26/2024	AMAZON BUSINESS - VILLAGE	1,471.20
	Manual Check	MAILBOX NUMBERS	
ACH	12/27/2024	UNITED STATES TREASURY-FED W/H	10,023.13
	Manual Check	DECEMBER 27 PAYROLL	
ACH	12/27/2024	WISCONSIN DEPARTMENT OF REVENUE-WI W/H	1,722.20
	Manual Check	DECEMBER 27 STATE W/H	
ACH	12/27/2024	GFC LEASING	302.85
	Manual Check	COPIER LEASE	
ACH	12/27/2024	EMPLOYEE BENEFITS CORPORATION	92.00
	Manual Check	DECEMBER 27 PAYROLL	
ACH	12/27/2024	EXPERT PAY CHILD SUPPORT	825.69
	Manual Check	DECEMBER 27 PAYROLL	
ACH	12/27/2024	AMAZON CAPITAL SERV - LIBRARY	518.40
	Manual Check	BOOKS	
ACH	12/30/2024	EMPLOYEE TRUST FUNDS - WISCONSIN RETIREMENT	17,123.31
	Manual Check	NOVEMBER REMIT	
ACH	12/30/2024	ALLIANT ENERGY/WPL	1,610.37
	Manual Check	DECEMBER ENERGY BILL	
ACH	12/30/2024	ALLIANT ENERGY/WPL	448.03
	Manual Check	DECEMBER ENERGY BILL	
ACH	12/30/2024	ALLIANT ENERGY/WPL	497.14
	Manual Check	DECEMBER ENERGY BILL	

POOLED CASH

Accounting Checks

Posted From: 12/01/2024 From Account:
Thru: 12/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
ACH	12/30/2024	ALLIANT ENERGY/WPL	3,525.41
	Manual Check	DECEMBER ENERGY BILL	
ACH	12/30/2024	ALLIANT ENERGY/WPL	385.03
	Manual Check	DECEMBER ENERGY BILL	
ACH	12/30/2024	ALLIANT ENERGY/WPL	3,927.58
	Manual Check	DECEMBER ENERGY BILL	
ACH	12/31/2024	EMPLOYEE BENEFITS CORPORATION	50.00
	Manual Check	DEC ADMIN FEES	
ACH	12/31/2024	US INTERNET	383.33
	Manual Check	DECEMBER INTERNET	
ACH	12/31/2024	PREMIER COMMUNITY BANK	200.00
	Manual Check	SERV FEES	
50579	12/10/2024	AFR INSPECTION SERVICE INC	1,099.98
		NOVEMBER FEES	
50580	12/10/2024	AIT BUSINESS TECHNOLOGIES LLC	399.00
		FOXTEL USER FEES	
50581	12/10/2024	ALLEN MANKIEWICZ	35.99
		EXPENSE REIMBURSEMENT	
50582	12/10/2024	AT&T MOBILITY	258.22
		POLICE PHONE	
50583	12/10/2024	AUGUST WINTER & SONS, INC	19,870.82
		REVERSE OSMOSIS MEMBRANE TREATMENT #16	
50584	12/10/2024	BADGER LABORATORIES & ENGINEERING INC	682.00
		WATER LAB CHEMICALS	
50585	12/10/2024	CENTER POINT LARGE PRINT	211.66
		BOOKS	
50586	12/10/2024	CHARTER COMMUNICATIONS	96.34
		DECEMBER BILLING	
50587	12/10/2024	CITY OF OSHKOSH	28,659.60
		AMBULANCE SERVICE FOR 2024	
50588	12/10/2024	CLIFTON LARSON ALLEN LLP	714.00
		CONSULTING SERVICES	
50589	12/10/2024	DOMINION VOTING SYSTEMS INC	463.00
		ANNUAL LICENSE AND WARRANTY	
50590	12/10/2024	EMERGENCY LIGHTING AND ELECTRONICS LLC.	10,912.25
		LIGHTING FOR NEW SQUADS	
50591	12/10/2024	FRANK'S RADIO SERVICE INC	129.84
		APX BATTERY	

POOLED CASH

Accounting Checks

Posted From: 12/01/2024 From Account:
Thru: 12/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
50592	12/10/2024	GFC LEASING COPIER LEASE	265.47
50593	12/10/2024	GILA LLC ANNUAL MID FEE	116.95
50594	12/10/2024	HAWKINS WATER TREATMENT GROUP ZETAG	4,506.83
50595	12/10/2024	J & H CONTROLS BOILER REPAIRS	2,639.76
50596	12/10/2024	JOSEPH DEVENS SAFETY SHOE REIMBURSEMENT	120.00
50597	12/10/2024	KITZ & PFEIL INC STREET SIGNS	309.85
50598	12/10/2024	KLEIN FORD BRAKE LIGHT	393.28
50599	12/10/2024	LEO'S SERVICE OIL CHANGE	53.99
50600	12/10/2024	MARILYN A FAHRENKRUG POST ELECTION REGISTRATIONS	50.00
50601	12/10/2024	MCMAHON ASSOCIATES INC WATER TOWER - VERIZON EQUIP UPGRADES	1,750.00
50602	12/10/2024	MENARDS - OSHKOSH SUPPLIES FOR STREET SIGNS	1,534.74
50603	12/10/2024	MIDWEST TAPE LLC DIGITAL MEDIA	569.52
50604	12/10/2024	NATE'S TREE SERVICE ASH TREE REMOVAL	5,000.00
50605	12/10/2024	NWPA NWPA MEETING	225.00
50606	12/10/2024	PRAXIS CONSULTING QUICK CLERK MAINTENANCE	1,200.00
50607	12/10/2024	QUALITY WASTE DISPOSAL INC DUMPSTER PICK UP	2,078.00
50608	12/10/2024	RAY'S SANITATION PORTABLE RESTROOM	180.00
50609	12/10/2024	RENNING LEWIS & LACY LEGAL COUNSELING	5,037.24
50610	12/10/2024	STATE OF WISCONSIN COURT FINES & Surcharges COURT COSTS/SURCHARGES	1,230.95

POOLED CASH

Accounting Checks

Posted From: 12/01/2024 From Account:
Thru: 12/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
50611	12/10/2024	THE UNIFORM SHOPPE BULLET PROOF VEST	715.95
50612	12/10/2024	TRANSCENDENT TECHNOLOGIES, LLC ANNUAL SOFTWARE MAINTENANCE	1,412.00
50613	12/10/2024	VERIZON WIRELESS NOVEMBER CELL PHONE BILLING	259.06
50614	12/10/2024	VON BRIESEN & ROPER S.C. PROFESSIONAL SERVICES THROUGH 10/31/24	345.00
50615	12/10/2024	WI DEPT OF REVENUE MANUFACTURING PROPERTY ASSESSMENT	727.14
50616	12/10/2024	WINNEBAGO COUNTY TREASURER SURCHARGES	478.80
50617	12/12/2024	SWITCHGEAR POWER SYSTEMS LLC HYDRANT REPLACEMENT	11,976.10
50618	12/19/2024	ALLIANT ENERGY/WPL WORK ORDER 1022131	5,879.29
50619	12/19/2024	BADGER LABORATORIES & ENGINEERING INC LEAD AND COPPER	542.00
50620	12/19/2024	BAKER & TAYLOR BOOKS	459.01
50621	12/19/2024	BEEZ ELECTRIC INC LWP - RELOCATE LIGHT POLES	17,981.82
50622	12/19/2024	CLIFTON LARSON ALLEN LLP PLANNING AND INITIAL AUDIT WORK	796.67
50623	12/19/2024	EMERGENCY LIGHTING AND ELECTRONICS LLC. LIGHTING FOR NEW SQUADS	71.92
50624	12/19/2024	ENVISIONINK PRINTING SOLUTIONS INC BOAT TRAILER PARKING PERMIT STICKERS	212.00
50625	12/19/2024	MCMAHON ASSOCIATES INC SEAWALL PHASE III AND PARK IMPROVEMENTS	5,540.10
50626	12/19/2024	MUZA LAW LLC LEGAL SERV	1,020.00
50627	12/19/2024	NORTHEAST ASPHALT LWP PARKING LOT RECONSTRUCTION	686,711.01
50628	12/19/2024	SABEL MECHANICAL LLC PUMP MAINTENANCE	5,629.00
50629	12/19/2024	VILLAGE OF WINNECONNE STORMWATER CHARGES FOR CEMETERY	736.50

POOLED CASH

Accounting Checks

Posted From: 12/01/2024 From Account:
Thru: 12/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
50630	12/19/2024	WINHAVEN LLC IT SERVICES	10,274.38
50631	12/19/2024	WINNEBAGO COUNTY TREASURER HIGHWAY MAINTENANCE	13.04
50632	12/19/2024	WINNECONNE NEWS NOTICE OF SPRING ELECTION	191.11
50633	12/23/2024	FLEET FARM DUMP TRAILER	3,329.99
50634	12/23/2024	LOGAN FULLER MILEAGE REIMBURSEMENT	135.34
50635	12/23/2024	TRAILERSPLUS APPLETON UTILITY TRAILER	2,418.00
50636	12/23/2024	WINNECONNE POYGAN FIRE DISTRICT REIMBURSEMENT FOR GPS	3,600.00
50637	12/27/2024	OFF THE WOLF SUPPER CLUB CHRISTMAS PARTY	1,692.49
50638	12/30/2024	A KALMERTON WELDING SUPPLIES LLC WELDER AND HELMET	2,131.00
50639	12/30/2024	ANTHEM LIFE STD - JANUARY	211.50
50640	12/30/2024	EHLERS AND ASSOCIATES INC 2024 CONTINUING DISCLOSURE REPORTING	850.00
50641	12/30/2024	JAMES FLUETTE SAFETY SHOE REIMBURSEMENT	120.00
50642	12/30/2024	JCB FINANCE BACKHOE LEASE PAYMENT	800.60
50643	12/30/2024	KLEIN FORD OIL CHANGE	51.45
50644	12/30/2024	MADISON NATIONAL LIFE INS. CO. JANUARY	253.55
50645	12/30/2024	MENARDS - OSHKOSH BUILDING SUPPLIES	4,363.83
50646	12/30/2024	NIELSON COMMUNICATIONS INC RADIOS FOR NEW SQUADS	2,918.68
50647	12/30/2024	RENNING LEWIS & LACY LEGAL COUNSELING	1,441.75
50648	12/30/2024	THE FIREARMS SPECIALISTS LLC FIREARM TRAINING SUPPLIES	950.00

POOLED CASH

Accounting Checks

Posted From: 12/01/2024 From Account:
Thru: 12/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
50649	12/30/2024	ULINE FILING CABINET	633.71
50650	12/30/2024	VILLAGE OF WINNECONNE 4TH QTR WATER BILLS	11,118.92
50651	12/30/2024	WINNECONNE PROF POLICE ASSOCIATION 4TH QTR 2024 DUES	575.12
50652	12/30/2024	WINNEFOX LIBRARY SYSTEM UNIQUE MANAGEMENT SERVICES	44.45
		Grand Total	978,697.55

POOLED CASH

Accounting Checks

Posted From: 12/01/2024 From Account:
Thru: 12/31/2024 Thru Account:

	Amount
Total Expenditure from Fund # 101 - GENERAL FUND	157,123.63
Total Expenditure from Fund # 212 - ARPA SPECIAL REVENUE	710,565.80
Total Expenditure from Fund # 219 - LIBRARY STATE INV POOL DONATIO	1,766.61
Total Expenditure from Fund # 230 - SOLID WASTE/ RECYCLING	20,014.60
Total Expenditure from Fund # 500 - GENERAL CAPITAL FUND	16,093.25
Total Expenditure from Fund # 601 - WATER UTILITY FUND	37,983.62
Total Expenditure from Fund # 602 - SEWER UTILITY	28,534.25
Total Expenditure from Fund # 603 - STORMWATER UTILITY	6,615.79
Total Expenditure from all Funds	978,697.55



VILLAGE OF WINNECONNE

The Community of Opportunity

30 South First Street - P.O. Box 488 - Winneconne, Wisconsin 54986-0488 - 920-582-4381
www.winneconnewi.gov

MINUTES

VILLAGE BOARD

Tuesday, December 17, 2024, at 5:30 pm
Village Board Room, 30 South First Street

Call to Order

Roll Call: Foster—present by phone, Kubasta—present, Olson—present, Bouras—present, Stelzner—present, Janikowski—present, Boucher—present

Pledge of Allegiance said in unison.

Regular Business

Motion by Bouras second by Kubasta to approve consent agenda and payment of bills:

- November 30, 2024, Treasurer's Report/Budget Comparisons
- November 2024 Check Register

Motion passes by roll call vote: Bouras-aye, Stelzner-aye, Janikowski-aye, Foster-aye, Kubasta-aye, Olson-aye, Boucher-aye 7-0-0

Motion by Olson second by Janikowski to approve November 19, 2024, Village Board Minutes

Motion passes by voice vote 6-0-1, Kubasta-abstains

Communications

None

Public Participation

None

Administrator's Report

- The 15 acres of industrial park land has been spoken for
- Wolf Run moves forward with additional building permits submitted.
- The road that will link up with Wolf Run (school's portion) will be named N. 14th Ave. Addresses and naming has been sent to the county for GIS updates
- Working with Eric Hoffman, Public Works and Planning Commission to get plans in place for the apartment complex that will be going in.
- GOEDC end of year meeting went great. Met with candidates for Winnebago County Executive seat. Winnebago County IDB meeting discussed economic development grant qualifications.
- The meeting with State Senators Rachael Cabral-Guevara and Howard Marklein, along with local municipality leaders on Dec. 10. Key take aways: Identified EMS constraints to ongoing budget impacts affecting all communities. Notified of a bill being presented from senators which would allow these EMS services to be levied for without currently held restrictions. Concerns presented regarding how state shared revenue is assigned.

- Next step to meeting with League of Municipalities and WCMA leadership to ensure follow up regarding take aways.
- Meeting with State Legislative Director for Senator Ron Johnson, Tom Petri, to identify federal considerations or support available.
- Grants – currently have one small business on CDI grant, and Precision Plumbing looking for additional grants related to industrial use.
- The 5-year CIP (Capital Improvement Plan) will be posted soon. Letter will be going out for residents whose road will be affected.
- Winneconne bridge lighting – the Albrights and Witzke Electric have received approval from DOT and USCG. Timelines to install and complete will be pushed back due to delay in approvals and unfavorable working conditions.

Committee Reports

Beautification – didn't meet, decorated downtown and participated in parade, waiting for better weather to install bridge lighting with a projected 4th of July lighting.

Cemetery – didn't meet, meeting Jan. 13 at 3 pm.

Fire District – didn't meet, meeting Jan. 13 at 6:30 pm, garage door openers not functioning well, within budget to get fixed along with a generator needing maintenance, participated at HexCo function, performing an onshore rescue demonstration, other rescue demonstrations from other units went well, the new N-M Boat to be delivered this week, Oshkosh Boat in process, hoping our boat will be here this summer.

Historic Preservation – didn't meet, still raising funds, \$1,200-\$1,500 needed yet. Please make change to November minutes to reflect that a letter was sent out to business and \$850 was raised; minutes changed.

Library – meeting was rescheduled to 12-18-24.

Parks – met, see minutes, next meeting Jan. 14 at 4 pm.

Personnel & Finance – met, a power point presentation was presented by Treasurer Shoenberger, currently expected to finish year at 97.9% of budgeted expenses, revenue is up 7.8% from budget. Bridge lighting delayed until July.

Plan Commission – did not meet

Public Safety – Chief Sauriol raised over \$4,000 for children's toy drive by shaving his facial hair, delivery of gifts this week, accreditation process moving forward, following best practices, thank you to Officer Honer and DPW James Flurette for work on gun range, giving officers the opportunity to train, budget is on target.

Public Works – met, two houses being built on Wolf Run, four lots currently sold, tree removal letter in Village right of way going out in the mail, banners changed for winter, tree set up in front of Village Hall and trees in Water Front Park are decorated, working on gun range, cold patching.

Old Business

None

New Business

Motion by Kubasta second by Olson to approve the 2025 five-year MCO contract as proposed

Discussion from owner Paul Much regarding upcoming personnel changes and shifting to five-year contract instead of annual contract, Village asked for two fulltime staff, justified by amount of work with RO system and covers seven days a week.

Motion passed unanimously by roll call vote: Bouras-aye, Stelzner-aye, Janikowski-aye, Foster-aye, Kubasta-aye, Olson-aye, Boucher-aye 7-0-0

Motion by Foster second by Kubasta to approve new Kwik Trip agent, Jeffrey Bork Agent change for remainder of term until June 30, 2025, due to staff departure.

Motion passed unanimously by voice vote 7-0-0

Motion by Bouras second by Olson to approve 12.17-2024 Budget Amendment as proposed in order to transfer retained earnings of \$400,000 to the capital projects fund

Prepare journal entry to transfer funds to cover end of year 2024 expenses, along with 2025 projects and loans, and remainder held in general fund reserve.

Motion passed unanimously by roll call vote: Bouras-aye, Stelzner-aye, Janikowski-aye, Foster-aye, Kubasta-aye, Olson-aye, Boucher-aye 7-0-0

Motion by Olson second by Janikowski to approve resolution 12.17-2024A providing for the sale of approximately \$2,935,000 general obligation promissory notes, series 2025A

Budget amendment allows reallocation of unspent funds from previous promissory notes to be used towards other projects from 2023, 2024, and future 2025 projects.

Motion passed unanimously by roll call vote: Bouras-aye, Stelzner-aye, Janikowski-aye, Foster-aye, Kubasta-aye, Olson-aye, Boucher-aye 7-0-0

Motion by Bouras second by Olson to approve resolution 12.17-2024B designating officials authorized to declare official intent under reimbursement bond regulations

Procedural efficiency to define Village staff permitted to sign for non-taxable debt.

Motion passed unanimously by roll call vote: Bouras-aye, Stelzner-aye, Janikowski-aye, Foster-aye, Kubasta-aye, Olson-aye, Boucher-aye 7-0-0

Adjourn

Motion by Kubasta second by Foster to adjourn meeting at 6:33 pm

Motion passed unanimously by voice vote 7-0-0

Clerk Wasinger

Attest: Village Board Approved XXXX

Publish: Winneconne News XXXX

BOARD AGENDA MEMO PAGE:

Village Board Meeting

Date: 01-21-2025

Department: General Government

Title: Approve Resolution 12.17-2024A

Description: Authorizing the Issuance and Sale of \$2,935,000 General Obligation Promissory Notes, Series 2025A. These are funds to be borrowed as previously addressed in the past several board meetings in support of capital projects.

This note captures projects completed in 2023, 2024, and forecasted projects in 2025.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$2,935,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025A

WHEREAS, the Village of Winneconne, Winnebago County, Wisconsin (the "Village") is presently in need of approximately \$2,935,000 for public purposes, including paying the cost of street improvement projects, water system projects, and storm sewer and sanitary sewer projects (collectively, the "Project") and refunding certain outstanding obligations of the Village, specifically its General Obligation Promissory Note, dated December 27, 2023; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Issuance of the Notes. The Village shall issue its General Obligation Promissory Notes, Series 2025A (the "Notes") in the approximate amount of \$2,935,000 for the purposes above specified.

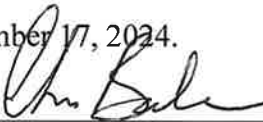
Section 2. Sale of the Notes. The Village Board hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The Village Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the Village Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the Village Clerk may determine.


Section 4. Official Statement. The Village Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate Village officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Village Board hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed \$1,895,000.

Adopted, approved and recorded December 17, 2024.


Christopher Boucher
President

ATTEST:


Ann Wasinger
Village Clerk



BOARD AGENDA MEMO PAGE:

Village Board Meeting

Date: 01-21-2025

Department: General Government

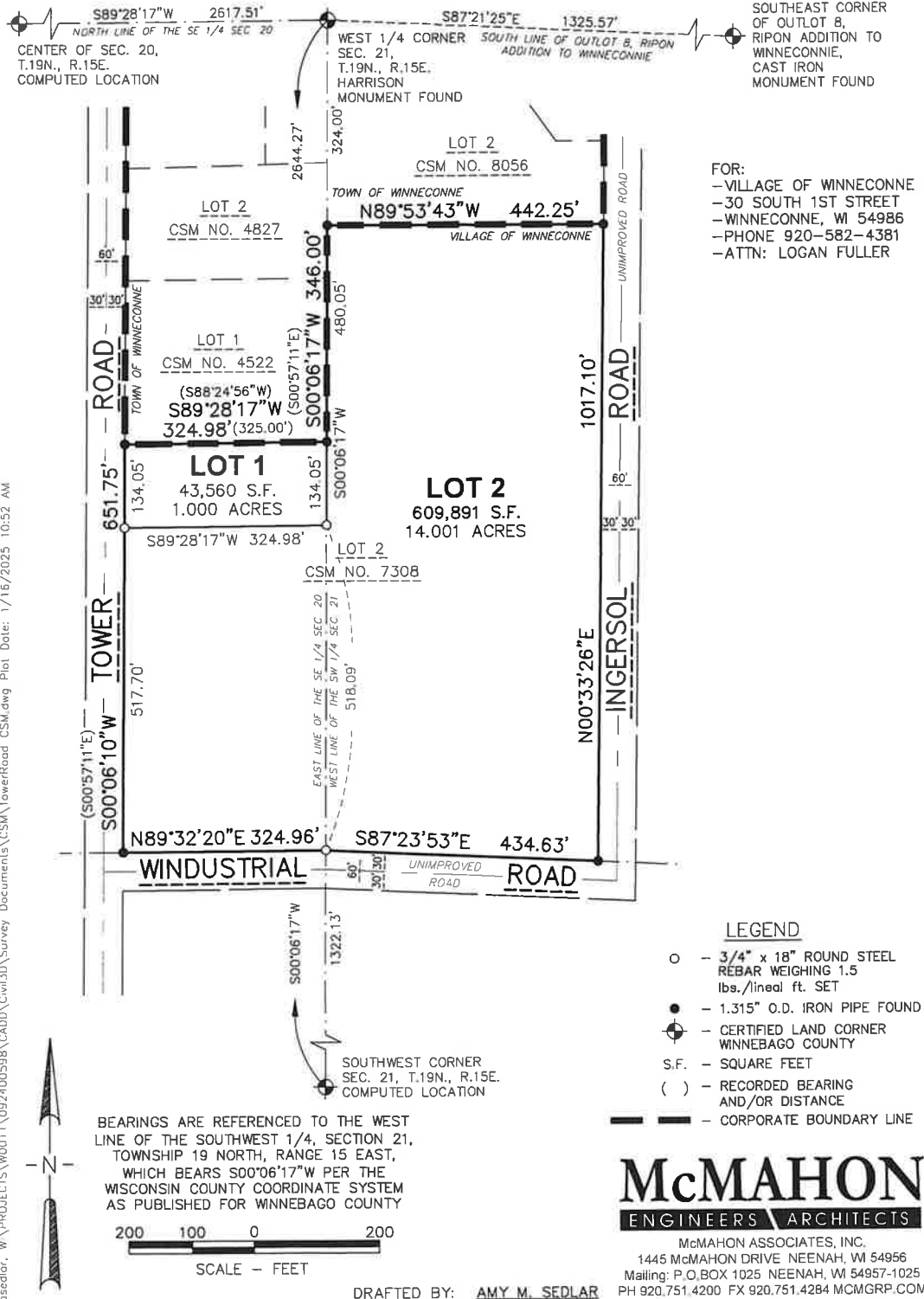
Title: Approve CSM NO. 7380

Description: approve CSM NO. 7308, parcel 19100351603 located on Tower Road and West Industrial Road. This parcel originally was 15 acres and is now being broken into one 1-acre parcel (lot2) and one 14-acre parcel (lot 2) in order to sell and develop for future business.

McMahon has completed this survey and is current to date. Based off the offerings from buyers the breakout of the land is consistent with their future use plans and has been discussed through the planning commission. Once approved the signed document will be submitted by McMahon to the county for updates in GIS.

CERTIFIED SURVEY MAP SHEET 1 OF 3

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7308, RECORDED
IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 7308 AS
DOCUMENT NO. 1756915, BEING PART OF THE NORTHEAST 1/4
OF THE SOUTHEAST 1/4 OF SECTION 20 AND PART OF THE
NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, ALL IN
TOWNSHIP 19 NORTH, RANGE 15 EAST, VILLAGE OF WINNECONNE,
WINNEBAGO COUNTY, WISCONSIN



FOR:
- VILLAGE OF WINNECONNE
- 30 SOUTH 1ST STREET
- WINNECONNE, WI 54986
- PHONE 920-582-4381
- ATTN: LOGAN FULLER

- LEGEND**
- - 3/4" x 18" ROUND STEEL REBAR WEIGHING 1.5 lbs./lineal ft. SET
 - - 1.315" O.D. IRON PIPE FOUND
 - ⊕ - CERTIFIED LAND CORNER WINNEBAGO COUNTY
 - S.F. - SQUARE FEET
 - () - RECORDED BEARING AND/OR DISTANCE
 - — — - CORPORATE BOUNDARY LINE

BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4, SECTION 21, TOWNSHIP 19 NORTH, RANGE 15 EAST, WHICH BEARS S00°06'17"W PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR WINNEBAGO COUNTY



McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

DRAFTED BY: AMY M. SEDLAR

oseditor, W:\PROJECTS\W0011\092400598\CADD\Civil3D\Survey Documents\CSM\TowerRoad CSM.dwg Plot Date: 1/16/2025 10:52 AM

CERTIFIED SURVEY MAP

SHEET 2 OF 3

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7308, RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 7308 AS DOCUMENT NO. 1756915, BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, ALL IN TOWNSHIP 19 NORTH, RANGE 15 EAST, VILLAGE OF WINNECONNE, WINNEBAGO COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-2327, certify that I have surveyed, divided and mapped all of Lot 2 of Certified Survey Map No. 7308, recorded in Volume 1 of Certified Survey Maps on Page 7308 as Document No. 1756915, being part of the Northeast 1/4 of the Southeast 1/4 of Section 20 and part of the Northwest 1/4 of the Southwest 1/4 of Section 21, all in Township 19 North, Range 15 East, Village of Winneconne, Winnebago County, Wisconsin containing 653,451 square feet (15.001 acres) of land.

That I have made this survey by the direction of the Owners of said Land.

I further certify that this map is a correct representation of all exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes and the Village of Winneconne Subdivision Ordinance in surveying, dividing and mapping the same.

Dated this _____ day of _____, 20_____

Douglas E. Woelz, S-2327
Wisconsin Professional Land Surveyor

OWNER'S CERTIFICATE

Village of Winneconne, as owner, hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 of the Wisconsin Statutes to be submitted to the following for approval or objection: Village of Winneconne

Dated this _____ day of _____, 20_____

Christopher Boucher, Village President

Ann Wasinger, Village Clerk

State of Wisconsin)
)SS
Winnebago County)

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

Notary Public,
Winnebago County, Wisconsin
My Commission Expires: _____

CERTIFIED SURVEY MAP

SHEET 3 OF 3

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7308, RECORDED IN VOLUME 1 OF
CERTIFIED SURVEY MAPS ON PAGE 7308 AS DOCUMENT NO. 1756915, BEING PART OF THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20 AND PART OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 21, ALL IN TOWNSHIP 19 NORTH, RANGE 15 EAST,
VILLAGE OF WINNECONNE, WINNEBAGO COUNTY, WISCONSIN

VILLAGE OF WINNECONNE APPROVAL:

This Certified Survey Map in the Village of Winneconne, is hereby approved as surveyed and mapped by
the Village of Winneconne, Winnebago County, Wisconsin.

Dated this _____ day of _____, 20_____.

Christopher Boucher, Village President

Ann Wasinger, Village Clerk

CERTIFICATE OF VILLAGE TREASURER

I, being the duly appointed, qualified and acting Village Treasurer, do hereby certify that in accordance
with the records in my office there are no unpaid taxes or unpaid special assessments as of
_____ affecting any of the lands included in this Certified Survey Map.

Mike Schoenberger, Village Treasurer

Date

CERTIFICATE OF COUNTY TREASURER

I, being the duly elected, qualified and acting County Treasurer, do hereby certify that the records in
my office show no unredeemed tax sales and no unpaid taxes or unpaid special assessments as of
_____ affecting any of the lands included in this Certified Survey Map.

Amber Hoppa, County Treasurer

Date

NOTES

THIS CSM IS ALL OF PARCEL NO. 19100351603

THE PROPERTY OWNER OF RECORD IS THE VILLAGE OF WINNECONNE

THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT NO. 1757359

BOARD AGENDA MEMO PAGE:

Village Board Meeting

Date: 01-21-2025

Department: General Government

Title: Approve Shallbetter properties LLC offer to purchase vacant industrial land

Description: Approve offer by Shallbetter properties LLC to purchase 14 acres of parcel 19100351603 for \$256,666.00 contingent on a signed developer's agreement prior to closing as well as rezoning from R-1A (Single family residential) to I- (general industrial)

The support documents regarding the CSM and Wetland delineation have been completed. Rezoning from R-1A to I is anticipated to be completed within the next couple of weeks.

The buyer understands in order to close on the property a developer's agreement must be completed and signed prior to closing. A draft developer's agreement has been completed by the village but must go through the review process (PFC & PC) with subsequent approval from the board prior to requesting signatures from the buyer. The agreement will identify many considerations such as timeframe to break ground, types of future use etc.

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (~~Buyer/Seller~~) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 12/31/2024 and signed by Buyer Shallbetter Properties LLC
2 _____ for purchase of real estate at 14 acre of parcel, 19100351603,
3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____
7 Purchase Price shall be \$18,000 per acre as determined by Certified Survey Map.

8 _____
9 Line 45-50 shall state that \$5,000 in Earnest Money shall be delivered to a title or legal
10 firm of Seller's choice within 7 Days of Binding Acceptance.

11 Closing shall take place within 15 days of waiver or satisfaction of all contingencies.

12 Lines 506-511 referring to Gap Insurance shall be struck.

13 _____
14 Lines 536-537 states that the agricultural lease on the property shall be terminated prior
15 to closing.

16 _____
17 Lines 655-657 referring to the Wetland Delineation Contingency shall be struck.

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 The attached Addendum A & Exhibit 1 is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party

31 making the Counter-Offer on or before January 24, 2025 5:00 PM (Time is of

32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,

33 unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**

35 **provided at lines 30-32.**

36 This Counter-Offer was drafted by Dane Checolinski, NAI Pfefferle on 01/10/2025

37 _____ Licensee and Firm ▲ Date ▲

38 (x) Gregory Shallbetter (Jan 10, 2025 18:20 EST) Jan 10, 2025 (x) _____

39 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

40 Print name ► Shallbetter Properties LLC Print name ► Village of Winneconne

41 (x) _____ (x) _____

42 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

43 Print name ► _____ Print name ► _____

44 This Counter-Offer was presented by _____ on _____

45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**

48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**

49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**

50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

Exhibit 1 to WB-44 Counter-Offer #1 By Seller

Property: ~14 Acres of 95 Tower Dr. also known as parcel 19100351603

Buyer: Shallbetter Properties LLC

Seller: Village of Winneconne, WI

Date: January 10, 2025

1. Condition. Pursuant to Wis. Stat. §§ 77.25(2) and 709.01(1) Seller is exempt from the obligation to provide Buyer with a real estate condition report as required by Wis. Stat. § 709.02.
2. AS IS SALE. Seller is a municipality that has not occupied the Property. Therefore, Seller makes no warranties or representations as to the condition of the Property. The Property is being sold and purchased in an "AS IS" condition. Buyer will be given the opportunity to inspect and test the Property, and if the Property is purchased, Buyer accepts the Property in an "AS IS" condition. The terms and conditions of this paragraph shall control if there is any ambiguity or conflict between this "AS IS" sale and any other provision of this Agreement or any disclosure contained herein.

Lines 83-181 shall be struck.

All information provided by the Village is for Buyer's information only and it shall be the Buyer's responsibility to verify any information or reports provided.

Lines 333-335 shall be changed to:

1. Buyer, its representatives and agents shall, at all reasonable times prior to Closing and in each instance upon not less than twenty-four (24) hours' prior notice to Seller, have the right during regular business hours to go upon the Property to inspect, examine, test, environmental and soil condition testing, appraise and survey the Property, including, but not limited to, investigations of the zoning and physical status thereof and verification of information made available to Buyer with respect to the Property. This shall include the right to make surveys, examinations, appraisals and other tests to obtain any relevant information. All vendors who enter the property shall hold all applicable licenses and carry at least \$1,000,000 in general liability insurance. In addition, Buyer shall have the right to obtain such letters, certificates or statements from appropriate governmental officials or other experts concerning zoning, permitting and other matters related to the Property. Buyer shall promptly repair any damage to the Property relating to Buyer's inspection of the Property to its original condition. Buyer shall be responsible for any tenant or owner crop damage. Buyer shall defend, indemnify and hold Seller harmless for any claims for personal injury or property damage to the extent caused by Buyer's access and from claims for construction liens filed by vendors hired by Buyer to perform services. Buyer's indemnification obligation shall survive the termination of this Agreement. Notwithstanding the foregoing, Buyer's indemnification obligation shall not apply to the remediation of any Hazardous Substances that may be discovered as part of Buyer's due diligence.

This Offer is contingent upon both parties mutually agreeing to a Developers Agreement within 75 Days. Either party may terminate this offer prior to closing if this contingency is not met and Earnest Money shall be returned to the Buyer.

Seller and Buyer agree to engage and negotiate in good faith to reach mutual agreement upon the terms of the Developers Agreement.

Parcel Profile Report for 19100351603

Real Estate Property & Tax Information

[Interactive Map](#)

This tax information was compiled on WEDNESDAY, DECEMBER 11, 2024

[More Details](#)

Mailing Address:

VILLAGE OF WINNECONNE
PO BOX 488
WINNECONNE WI 54986 0488

Owner(s)

VILLAGE OF WINNECONNE

Tax Parcel Number

19100351603

Tax District:

[191-VILLAGE OF WINNECONNE](#)

Acres

15.00

School District:

6608-WINNECONNE COMMUNITY SCHOOL DISTRICT

[Interactive Map](#)

Assessed Values

[More Assessment Details](#)

Land:

\$0

Improvements:

\$0

Total:

\$0

Brief Property Description (for a complete legal description, see recorded document)

PT NW SW SEC 21 & PT NE SE SEC 20 DESC AS LOT 2 OF CSM-7308 15.00 A.

Document Number:

1784327

Site Address(es):

95 TOWER RD

WINNECONNE WI 54986

Public Land Survey System (PLSS) Information

[Interactive Map](#)

Physical Location(s):

NE 1/4, SE 1/4 of Section 20, T.19N. - R.15E., VILLAGE OF WINNECONNE

NW 1/4, SW 1/4 of Section 21, T.19N. - R.15E., VILLAGE OF WINNECONNE

General Zoning Information

District:

R-1A

Description:

SINGLE FAMILY RESIDENTIAL
DISTRICT

Jurisdiction:

VILLAGE OF WINNECONNE

[Interactive Map](#)

Extraterritorial:

VILLAGE OF WINNECONNE

Shoreland:

NONE

[Interactive Map](#)






Counteroffer - 14 acres of parcel 191000351603, Winneconne

Final Audit Report

2025-01-10

Created:	2025-01-10
By:	Taylor Rens (taylor.rens@zrlawyers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA4hXbdP9KtwpF98vUT1DfkfphDnywhyY

"Counteroffer - 14 acres of parcel 191000351603, Winneconne" History

-  Document created by Taylor Rens (taylor.rens@zrlawyers.com)
2025-01-10 - 11:00:15 PM GMT
-  Document emailed to Gregory Shallbetter (gshallbetter@switchgearpower.com) for signature
2025-01-10 - 11:00:19 PM GMT
-  Email viewed by Gregory Shallbetter (gshallbetter@switchgearpower.com)
2025-01-10 - 11:00:43 PM GMT
-  Document e-signed by Gregory Shallbetter (gshallbetter@switchgearpower.com)
Signature Date: 2025-01-10 - 11:20:58 PM GMT - Time Source: server
-  Agreement completed.
2025-01-10 - 11:20:58 PM GMT



WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON December 31, 2024 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 The Buyer, Shallbetter Properties LLC, a Wisconsin limited liability company

4 offers to purchase the Property known as _____
5 14 acres of parcel 19100351603, see Exhibit A

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the Village _____ of Winneconne
8 of Winnebago Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Two Hundred Fifty-Six Thousand Six Hundred Sixty-Six
10 _____ Dollars (\$ 256,666.00).

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: _____

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____

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 655-660 or in
27 an addendum per line 682.**

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 January 3, 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 March 7, 2025

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

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ 0.00 accompanies this Offer.

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

47 ■ EARNEST MONEY of \$ _____ 0.00 will be mailed, or commercially, electronically
48 or personally delivered within _____ 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 ~~STRIKE THOSE NOT APPLICABLE~~

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

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

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

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except:

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated N/A _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and Seller has not and will not provide a Vacant Land Disclosure Report

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

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

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

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

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

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

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

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

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

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

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

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

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

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 45 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: constructing and operating industrial
252 manufacturing space and/or industrial warehouse space

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

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

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

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

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

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

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

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

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

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

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within 45 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 13.9 acres, maximum of 14.1
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

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

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

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

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

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

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

381 (1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

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

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

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

407 (2) N/A

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

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

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

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

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

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

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

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

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

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

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

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

452 Other: _____

453

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

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

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **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 _____.

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 _____

495 _____
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 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ 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 _____

537 _____
538 _____, Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

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 655-660 or in an addendum attached per line 682, or lines 534-538 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 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** This Offer is contingent upon Buyer obtaining written verification from
656 a professional engineer, and if necessary, the required government agencies, that none of the Property is delineated as
657 wetland, except the part of the Property depicted as wetland on Exhibit A.

658 _____
659 _____
660 _____

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

Property Address _____

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: _____

667 Name of Buyer's recipient for delivery, if any: _____

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

669 Seller: (_____) Buyer: (_____)

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

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

675 Address for Seller: _____

676 Address for Buyer: _____

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

678 Email Address for Seller: jonathang@naipfefferle.com and danec@naipfefferle.com

679 Email Address for Buyer: taylor.rens@zrlawyers.com and maggie.cash@zrlawyers.com

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

682 **ADDENDA**: The attached Exhibit A _____ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] attorney Taylor Rens, Zimmer & Rens LLC

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x) _____  Dec 30, 2024
697 Buyer's Signature ▲ Print Name Here ► By: Gregory Shallbetter, Member/Authorized Signer Date ▲

698 (x) _____
699 Buyer's Signature ▲ Print Name Here ► Date ▲

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

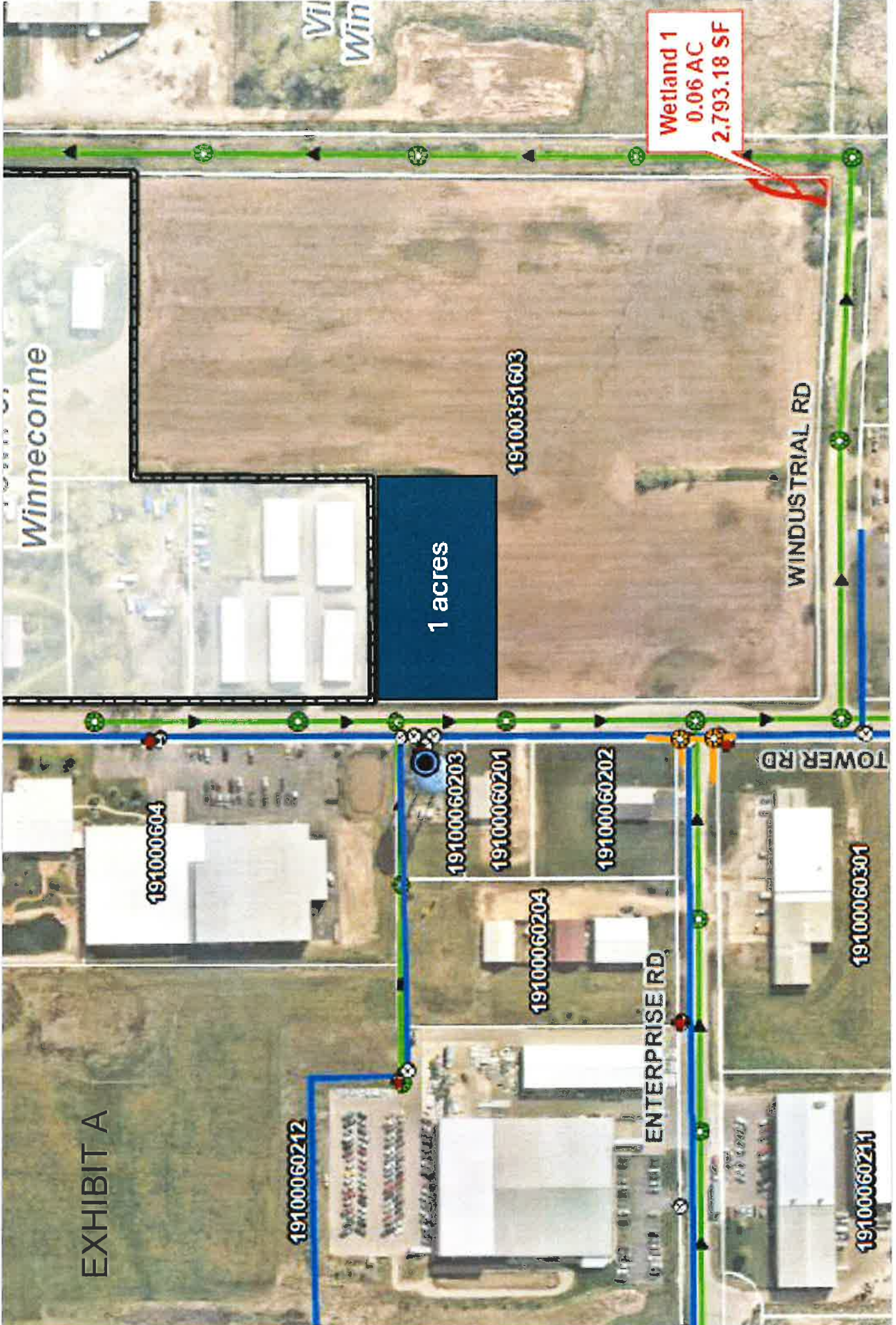
704 (x) _____
705 Seller's Signature ▲ Print Name Here ► By: Logan Fuller, Village Administrator Date ▲

706 (x) _____
707 Seller's Signature ▲ Print Name Here ► Date ▲

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

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

EXHIBIT A








Offer to Purchase - Part of parcel 19100351603, Winneconne, WI (12-30-24) (f) (1)

Final Audit Report

2024-12-31

Created:	2024-12-30
By:	Taylor Rens (taylor.rens@zrlawyers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnupc69tWum2pOG8GrK_9POce_oiElhuQ

"Offer to Purchase - Part of parcel 19100351603, Winneconne, WI (12-30-24) (f) (1)" History

-  Document created by Taylor Rens (taylor.rens@zrlawyers.com)
2024-12-30 - 11:34:52 PM GMT
-  Document emailed to Gregory Shallbetter (gshallbetter@switchgearpower.com) for signature
2024-12-30 - 11:34:58 PM GMT
-  Email viewed by Gregory Shallbetter (gshallbetter@switchgearpower.com)
2024-12-30 - 11:35:23 PM GMT
-  Document e-signed by Gregory Shallbetter (gshallbetter@switchgearpower.com)
Signature Date: 2024-12-31 - 1:21:14 AM GMT - Time Source: server
-  Agreement completed.
2024-12-31 - 1:21:14 AM GMT

BOARD AGENDA MEMO PAGE:

Village Board Meeting

Date: 01-21-2025

Department: General Government

Title: Approve Precision Real Estate LLC offer to purchase vacant industrial land

Description: Approve offer by Precision Real Estate LLC to purchase 1 acre of parcel 19100351603 for \$18,000.00 contingent on a signed developer's agreement prior to closing as well as rezoning from R-1A (Single family residential) to I- (general industrial)

The support documents regarding the CSM and Wetland delineation have been completed. Rezoning from R-1A to I is anticipated to be completed within the next couple of weeks.

The buyer understands in order to close on the property a developer's agreement must be completed and signed prior to closing. A draft developer's agreement has been completed by the village but must go through the review process (PFC & PC) with subsequent approval from the board prior to requesting signatures from the buyer. The agreement will identify many considerations such as timeframe to break ground, types of future use etc.

Addendum A to WB-13 Vacant Land Offer to Purchase

Property: ~1.0 Acres of 95 Tower Dr. also known as parcel 19100351603

Buyer: Precision Real Estate, LLC

Seller: Village of Winneconne, WI

Date: January 7, 2025

1. Condition. Pursuant to Wis. Stat. §§ 77.25(2) and 709.01(1) Seller is exempt from the obligation to provide Buyer with a real estate condition report as required by Wis. Stat. § 709.02.
2. AS IS SALE. Seller is a municipality that has not occupied the Property. Therefore, Seller makes no warranties or representations as to the condition of the Property. The Property is being sold and purchased in an "AS IS" condition. Buyer will be given the opportunity to inspect and test the Property, and if the Property is purchased, Buyer accepts the Property in an "AS IS" condition. The terms and conditions of this paragraph shall control if there is any ambiguity or conflict between this "AS IS" sale and any other provision of this Agreement or any disclosure contained herein.

All information provided by the Village is for Buyer's information only and it shall be the Buyer's responsibility to verify any information or reports provided.

Lines 333-335 shall be changed to:

1. Buyer, its representatives and agents shall, at all reasonable times prior to Closing and in each instance upon not less than twenty-four (24) hours' prior notice to Seller, have the right during regular business hours to go upon the Property to inspect, examine, test, environmental and soil condition testing, appraise and survey the Property, including, but not limited to, investigations of the zoning and physical status thereof and verification of information made available to Buyer with respect to the Property. This shall include the right to make surveys, examinations, appraisals and other tests to obtain any relevant information. All vendors who enter the property shall hold all applicable licenses and carry at least \$1,000,000 in general liability insurance. In addition, Buyer shall have the right to obtain such letters, certificates or statements from appropriate governmental officials or other experts concerning zoning, permitting and other matters related to the Property. Buyer shall promptly repair any damage to the Property relating to Buyer's inspection of the Property to its original condition. Buyer shall be responsible for any tenant or owner crop damage. Buyer shall defend, indemnify and hold Seller harmless for any claims for personal injury or property damage to the extent caused by Buyer's access and from claims for construction liens filed by vendors hired by Buyer to perform services. Buyer's indemnification obligation shall survive the termination of this Agreement. Notwithstanding the foregoing, Buyer's indemnification obligation shall not apply to the remediation of any Hazardous Substances that may be discovered as part of Buyer's due diligence.

 Charles W. Williams

01/10/25

Parcel Profile Report for 19100351603

Real Estate Property & Tax Information

[Interactive Map](#)

This tax information was compiled on WEDNESDAY, DECEMBER 11, 2024

[More Details](#)

Mailing Address:

VILLAGE OF WINNECONNE
PO BOX 488
WINNECONNE WI 54986 0488

Owner(s)

VILLAGE OF WINNECONNE

Tax Parcel Number

19100351603

Tax District:

[191-VILLAGE OF WINNECONNE](#)

Acres:

15.00

School District:

6608-WINNECONNE COMMUNITY SCHOOL DISTRICT

[Interactive Map](#)

Assessed Values

[More Assessment Details](#)

Land

\$0

Improvements

\$0

Total:

\$0

Brief Property Description (for a complete legal description, see recorded document)

PT NW SW SEC 21 & PT NE SE SEC 20 DESC AS LOT 2 OF CSM-7308 15.00 A.

Document Number

1784327

Site Address(es)

95 TOWER RD

WINNECONNE WI 54986

Public Land Survey System (PLSS) Information

[Interactive Map](#)

Physical Location(s):

NE 1/4, SE 1/4 of Section 20, T.19N. - R.15E., VILLAGE OF WINNECONNE

NW 1/4, SW 1/4 of Section 21, T.19N. - R.15E., VILLAGE OF WINNECONNE

General Zoning Information

District:

R-1A

Description:

SINGLE FAMILY RESIDENTIAL
DISTRICT

Jurisdiction:

VILLAGE OF WINNECONNE

[Interactive Map](#)

Extraterritorial:

VILLAGE OF WINNECONNE

Shoreland:

NONE

[Interactive Map](#)

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON January 7, 2025 [DATE] IS ~~(AGENT OF BUYER)~~

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

3 The Buyer, Precision Real Estate, LLC

4 offers to purchase the Property known as ~1.0 Acres of 95 Tower Dr.

5 also known as parcel 19100351603 (See Exhibit 1)

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the Village of Winneconne, County

8 of Winnebago Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is _____ Dollars (\$ 18,000 / Acre).

10
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: N/A

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: 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 655-660 or in
27 an addendum per line 682.**

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 January 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 15 days of waiver or
37 _____ satisfaction of all contingencies

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 \$ N/A 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 \$ 1,000.00 will be mailed, or commercially, electronically
48 or personally delivered within 5 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 RE/MAX On the
50 Water) **STRIKE THOSE NOT APPLICABLE**

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

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

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

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: N/A

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-111) other than those identified in
96 Seller's Vacant Land Disclosure Report dated ~~January 3, 2025~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
97 signing this Offer and that ~~made part of this Offer by reference~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and ~~*****~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
99 ~~*****~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**

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

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property;
103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition of occurrence;
105 c. Brownfields, abandoned, idle, 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 of 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 resulting in soil disposal, high groundwater, adverse soil conditions, such as low load bearing capacity, and soil
113 movement, settling, upheavals, or slides; excessive rock 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 or 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 parties or non-mandated public improvements or public construction projects that may result in special
- 139 assessments or that may otherwise materially affect the Property or the greater 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, plants, or a similar ecosystem; preserve areas for historic 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 farm and 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 of claim of a lien to a portion of
- 167 the Property or to the use of the Property, such as a joint driveway and lease. *
- 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; disease or dying trees or
- 175 shrubs or substantial injuries or disease to livestock on the Property or neighboring property. *
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive settling; 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. Whom is a foreign person as defined in the Foreign Investment in Real Property Tax Act of 1980. * * * * *
 180 cc. Other defects affecting the Property such as any agreement that binds or subjects the Property to a
 181 lease agreement or an extension of credit from an electric cooperative. * * * * *
 182 NA

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.

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.**

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

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

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

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

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

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

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

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use,
 226 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 227 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 228 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 229 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 230 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 231 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 232 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 233 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

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: to build a 60'x80' building to store
252 and run a plumbing company (Precision Plumbing, LLC)

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

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

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

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

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

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

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

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

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

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

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer) (Seller) ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a 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) ("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~~)
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of 0.9 acres, maximum of 1.1
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: Certified Survey Map (CSM)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

333 This contingency shall be deemed satisfied unless Buyer, within 30 days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached
 364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

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

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

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

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

381 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

435 **N/A** **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 **N/A** **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 **N/A** **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 _____

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 **N/A** Current assessment times current mill rate (current means as of the date of closing).

476 **N/A** 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 **N/A** **N/A** _____

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 **N/A** 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 N/A

495 _____
 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 30 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 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have 15 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 The Seller shall terminate all leases prior to
 537 closing.

538 _____ . Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

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 655-660 or in an addendum attached per line 682, or lines 534-538 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 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 \$2,000/Acre (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** Seller is aware that this is a cash offer.

656
657 This Offer is contingent upon both parties mutually agreeing to a Developers Agreement
658 within 75 Days of this Offer. Either party may terminate this offer prior to closing if
659 this contingency is not met and Earnest money shall be returned to the Buyer.

660
661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

Property Address: ~1.0 Acres of 95 Tower Dr., Winneconne, WI 54986

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: _____

667 Name of Buyer's recipient for delivery, if any: _____

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

669 Seller: (_____) Buyer: (_____)

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

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

675 Address for Seller: 200 E. Washington St., Suite 2A, Appleton, WI 54911

676 Address for Buyer: 814 Knapp St., Oshkosh, WI 54902

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

678 Email Address for Seller: JonathanG@NAIpfefferle.com AND DaneC@NAIpfefferle.com

679 Email Address for Buyer: kodi@oshkoshrealty.com

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

682 **ADDENDA**: The attached Addendum A & Exhibit 1 is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Dane Checolinski, NAI Pfeferle

684 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
685 sent via email. Funds wired to a fraudulent account are often impossible to recover.

686 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
687 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
688 communications are convincing and professional in appearance but are created to steal your
689 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
690 source.

691 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
692 calling a verified number of the entity involved in the transfer of funds. Never use contact
693 information provided by any suspicious communication.

694 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**
695 **verification of any wiring or money transfer instructions.**

696 (x) Charles W. Williams 01/10/25
697 Buyer's Signature ▲ Print Name Here ▶ Precision Real Estate, LLC Date ▲

698 (x) _____ Date ▲
699 Buyer's Signature ▲ Print Name Here ▶

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

704 (x) _____ Date ▲
705 Seller's Signature ▲ Print Name Here ▶

706 (x) _____ Date ▲
707 Seller's Signature ▲ Print Name Here ▶

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

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

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

BOARD AGENDA MEMO PAGE:

Village Board Meeting

Date: January 21, 2025

Department: Clerk

Title: Temporary Class B License

Description: St. Mary Parish requesting Temp. Class B Beer Licenses for the following dates:

March 7, 2025

March 21, 2025

April 4, 2025

MOTION: Consideration and action to approve three Temporary Class B Beer Licenses to St. Mary Parish for the following dates: 3/7/25, 3/21/25, 4/4/25

BOARD AGENDA MEMO PAGE:

Village Board Meeting

Date: January 21, 2025

Department: Clerk

Title: Operator License

Description: approve operator license

MOTION: Consideration and action to approve operator license(s):

Dylan Halder – Talk of the Town

Fees paid and background checks completed.