

NOTICE OF VILLAGE OF HARRISON BOARD MEETING

DATE: Tuesday, November 12, 2024
TIME: 6:00pm
PLACE: Harrison Municipal Building, W5298 State Road 114,
Menasha, WI 54952

NOTICE IS HEREBY GIVEN that a Village of Harrison Board meeting will be held at 6:00pm on Tuesday, November 12, 2024, at the Harrison Municipal Building. This is a public meeting, and the agenda is listed below.

1. **Roll Call**
2. **Correspondence or Communications from Board and Staff**
3. **Corrections and Approval of the Previous Meeting Minutes**
 - a) October 29, 2024 Minutes
4. **Public Comments**

Please be advised per State Statute section 19.84(2), information will be received from the public; be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments. It is the policy of the Village that there is a three-minute time limit per person. Time extensions may be granted by the President. Please register your name on the sign-in sheet prior to the start of the meeting.
5. **Approval of Bills and Claims**
 - a) Bills and Claims - October 2024
6. **Old Business for Discussion, Consideration, and/or Action**
7. **New Business for Discussion, Consideration, and/or Action**
 - a) Acceptance of \$25,000 grant from Kiwanis Club of Darboy for the Farmers Field Concession Building and Check Presentation from Kiwanis Club
 - b) Concept Plan- Mel Baeten and Bill Bowers
 - c) Resolution V2024-12, Creating the 2025 Annual Budget and Property Tax Levy for the Village of Harrison
 - d) Resolution V2024-13 to Approve the 2025 Fee & Penalty Schedule
 - e) Approval of Certificate for Payments for Various Projects (Darboy Park Lighting Project and Crossroads Business Park).
 - f) Approval of Vacant Offer to Purchase Lot 6 from Silvertree Homes in the Crossroads

Business Park.

- g) Approval of Vacant Offer to Purchase from Jason Kelderman for Lots 7 & 8 in the Crossroads Business Park.
- h) Approval of the Vacant Land Offer to Purchase from Wenzel Painting, Inc. for Lot 13 in the Crossroads Business Park.
- i) Approval of Luniak Meadows 2 Developer's Agreement.
- j) Approval of Architect/Engineer for the Fire Station 60 Renovation.
- k) Approval to contract with Environet, Inc. for \$9,540 for asbestos abatement at N9266 CTH N.
- l) Approval for the Village Organization Chart reflecting the addition of a Finance Director/Treasurer position.
- m) Approval of the Building Inspector Position Description.

8. **Future Agenda Items**

Public info meetings & website posts on facilities updates (in process) (JB/DB)

Review of RS-2 Zoning (ML) (after Comp Plan)

Plan to bring interceptors into lift stations 4 & 6 of the HU system (ML) (Feb. / March 2024)

Workshop with CCSD, Board, and staff regarding CCSD items (ML added 6/25/24, no due date)

Amend Board rules/procedures for adding agenda items (JB/ML added 7/30/24)

Plan Commission procedures (ML/JB added 8/27/24)

New development process checklist (ML/SH added 8/27/24)

Review Trail Map (ML/SH added 9/24/2024)

Safety Options for Hwy114/State Park intersection (ML/MB added 10/29/24)

9. **Future Meetings**

December 17, 2024 - Regular Monthly Meeting

January 28, 2024 - Regular Monthly Meeting

February 25, 2024 - Regular Monthly Meeting

10. **Closed Session**

The Board will convene into Closed Session pursuant to the exemption provided in Sec. 19.85(1) (g) of the Wis. Stats. specifically, conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to potential litigation regarding Harrison Utilities in which it may become involved.

Attendees will include the Village President and Board, Assistant Manager, Clerk, and Utilities Manager.

11. **Adjournment**

Any person with hearing disabilities or requiring special accommodations to participate in the meeting

should contact the Clerk's Office (920-989-1062) at least 24-hours prior to the meeting. This is a public meeting.

VILLAGE BOARD MEETING**From:**

Vicki Tessen, Clerk

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

October 29, 2024 Minutes

Issue:

Does the Board have any corrections to the minutes of the October 29, 2024 meeting?

Background and Additional Information:

Budget Impacts:

Recommended Action:

Approve the Minutes as presented.

VILLAGE BOARD MEETING**From:**

Vicki Tessen, Treasurer

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Bills and Claims - October 2024

Issue:

Does the Board wish to approve the bills and claims for October?

Background and Additional Information:

Budget Impacts:

Recommended Action:

Approve the October bills and claims for the Village and Utilities accounts

Attachments:

- [Bills & Claims October 2024.pdf](#)

Bills & Claims - Village

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ACCT

NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT	10/01/2024	DELTA DENTAL	
		CLERK MANAGER OFFICE ASST OCT	
		Manual Check	
100-02-51400-200-000		Gen. Admin - Benefits	313.07
		CLERK MANAGER OFFICE ASST OCT	2210729
100-09-53311-200-000		Hwy Dept - Benefits	842.89
		HWY DEPT OCT	2210729
100-01-51101-200-000		Planning - Benefits	0.00
		PLANNER OCT	2210729
100-06-52200-200-000		Fire Dept - Benefits	120.57
		FIRE OCT	2210729
100-00-14500-000-000		Due from Harrison Utilities	441.35
		UTILITIES OCT 2024 DELTA DENTAL	844835
		Total	1,717.88
EFT	10/03/2024	VOXTELESYS, LLC	
		TRUNK UNLMTD SRVR HOST LOCALE911	
		Manual Check	
100-02-51400-400-006		Gen. Admin - Service Contracts	245.49
		TRUNK UNLMTD SRVR HOST LOCALE911	410146
		Total	245.49
EFT	10/03/2024	PITNEY BOWES BANK INC RESERVE ACCOUNT	
		ADDING MONEY POSTAGE ACCOUNT 15025158	
		Manual Check	
100-02-51400-400-005		Gen. Admin - Postage	1,000.00
		ADDING MONEY POSTAGE ACCOUNT 15025158	
		Total	1,000.00
EFT	10/01/2024	PITNEY BOWES GLOBAL FINANCIAL SERV-METER INV	
		POSTAGE METER 6/30/24 - 9/29/24	
		Manual Check	
100-02-51400-400-006		Gen. Admin - Service Contracts	405.84
		POSTAGE METER 6/30/24 - 9/29/24	3319575660
		Total	405.84
EFT	10/09/2024	WI DEPT OF REVENUE-PAYROLL TAXES	
		STATE TAXES WT-6 FOR PAYROLL 9/26/24	
		Manual Check	
100-00-21040-000-000		State Withholding Tax Payable	2,211.72
		STATE TAXES WT-6 FOR PAYROLL 9/26/24	
		Total	2,211.72
EFT	10/07/2024	FSA DEPENDENT CARE ACCOUNT	
		B BARLOW 2024 FSA DEP CARE REIMBURSEMENT	
		Manual Check	

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-21045-000-000		Health Insurance Payable	192.30
		B BARLOW 2024 FSA DEP CARE REIMBURSEMENT	
Total			192.30

EFT 10/02/2024 MERCHANT CHOICE CARD SERVICES			
9/1 -9/30 CREDIT CARD PROCESSING FEES		Manual Check	
100-02-51400-400-006	Gen. Admin - Service Contracts		97.29
	9/1 -9/30 CREDIT CARD PROCESSING FEES		
Total			97.29

EFT 10/08/2024 CHARTER COMMUNICATIONS- 78401			
SERVICE PERIOD 9/24-10/23		Manual Check	
100-02-51400-400-006	Gen. Admin - Service Contracts		119.99
	SERVICE PERIOD 9/24-10/23	153078401092124	
Total			119.99

EFT 10/08/2024 CHARTER COMMUNICATIONS- 97501			
SERVICE PERIOD 9/24-10/23		Manual Check	
100-02-51400-400-006	Gen. Admin - Service Contracts		131.98
	SERVICE PERIOD 9/24-10/23	152897501092124	
Total			131.98

EFT 10/08/2024 CHARTER COMMUNICATIONS- 78701			
ACC 153078701 SERVICE 9/24-10/23		Manual Check	
100-02-51400-400-006	Gen. Admin - Service Contracts		359.93
	ACC 153078701 SERVICE 9/24-10/23	153078701092124	
Total			359.93

EFT 10/10/2024 UNITED HEALTHCARE			
SHOP OCT 2024 HEALTH INSURANCE		Manual Check	
100-09-53311-200-000	Hwy Dept - Benefits		12,106.43
	SHOP OCT 2024 HEALTH INSURANCE	890639736169	
100-02-51400-200-000	Gen. Admin - Benefits		4,542.77
	OFFICE OCT 2024 HEALTH INSURANCE	890639736169	
100-01-51101-200-000	Planning - Benefits		0.00
	PLANNER OCT 2024 HEALTH INSURANCE	890639736169	
100-06-52200-200-000	Fire Dept - Benefits		1,999.10
	FIRE OCT 2024 HEALTH INSURANCE	890639736169	
100-00-14500-000-000	Due from Harrison Utilities		4,796.74
	UTILITIES OCT 2024 HEALTH INSURANCE	890639736169	

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			23,445.04
EFT 10/15/2024	CHARTER COMMUNICATIONS-	82914	Ⓢ
INTERNET SERVICE PERIOD 9/25-10/24			Manual Check
100-00-55200-000-000	Parks - Maint. and Utilities		84.98
INTERNET SERVICE PERIOD 9/25-10/24 82914092524			
Total			84.98
EFT 10/16/2024	VERIZON WIRELESS		Ⓢ
IPAD FOR STATION 60			Manual Check
100-06-52200-500-022	Fire Station 60 - Telephone		10.16
IPAD FOR STATION 60 9974864553			
100-07-52200-500-022	Fire Station 70 - Telephone		10.16
IPAD FOR STATION 70 9974864553			
100-02-51400-400-006	Gen. Admin - Service Contracts		27.65
PLAN ACCOUNT CHARGES 9/27-10/26 9974864553			
Total			47.97
EFT 10/21/2024	FSA DEPENDENT CARE ACCOUNT		
B BARLOW 2024 FSA DEP CARE REIMBURSEMENT			Manual Check
100-00-21045-000-000	Health Insurance Payable		192.30
B BARLOW 2024 FSA DEP CARE REIMBURSEMENT			
Total			192.30
EFT 10/29/2024	WE ENERGIES		Ⓢ
ACCT 0716666446-00001 FIRE DEPT #2 ELEC			Manual Check
100-07-52200-500-020	Fire Station 70 - Electric		226.60
ACCT 0716666446-00001 FIRE DEPT #2 ELEC			
100-00-53420-004-000	Street Lighting - HAA		1,823.76
ACCT 0716666446-00003 General Lights			
100-00-53420-001-000	Street Lighting - North Shore		15.39
ACCT 0716666446-3 NorthShore Golf Course			
100-00-53420-006-000	Street Lighting - NS Woods		93.87
ACCT 0716666446-3 NorthShore Woods Sub.			
100-00-53420-000-000	Street Lighting - General		72.05
ACCT 0716666446-00003 Harrisville Court			
100-00-51600-500-021	Municipal Bldg - Heat		27.67
ACCT 0716666446-00004 HALL/SHOP GAS HEAT			
100-00-55200-000-000	Parks - Maint. and Utilities		280.04
ACCT 0716666446-6 COMMUNITY PARK LIGHTS			

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-09-53311-500-020		Hwy Dept - Electric	713.56
		ACCT 0716666446-00007 ELECTRIC SHOP 60%	
100-00-51600-500-020		Municipal Bldg - Electric	475.70
		ACCT 0716666446-00007 TOWN HALL ELEC 40%	
100-06-52200-500-021		Fire Station 60 - Heat	9.24
		ACCT 0716666446-00008 FIRE DEPT #1 HEAT	
100-00-53420-000-000		Street Lighting - General	326.99
		ACCT 0716666446-9 LED STREET LIGHTING	
100-00-55200-000-000		Parks - Maint. and Utilities	74.54
		ACCT 0716666446-00010 Shelter-Noe Road	
100-07-52200-500-021		Fire Station 70 - Heat	28.90
		ACCT 0716666446-00011 FIRE DEPT #2 GAS	
100-00-55200-000-000		Parks - Maint. and Utilities	14.73
		ACCT0716666446-12 COMMPARK SPECIALEVENTS	
100-06-52200-500-020		Fire Station 60 - Electric	172.98
		ACCT 0716666446-00013 FIRE DEPT #1 ELEC	
100-00-53635-100-000		Compost Site	20.64
		ACCT 0716666446-00016 YARD WASTE	
100-00-53420-000-000		Street Lighting - General	0.00
		SERVICE CREDIT	
		Total	4,376.66

EFT 10/10/2024 WI DEFERRED COMP
UTILITIES DEF COMP PAYROLL 10/10/24

Manual Check

100-00-21525-000-000		Wisc Deferred Comp Payable	430.00
		UTILITIES DEF COMP PAYROLL 10/10/24	
100-00-21525-000-000		Wisc Deferred Comp Payable	825.00
		VILLAGE DEF COMP PAYROLL 10/10/24	
		Total	1,255.00

EFT 10/15/2024 INTERNAL REVENUE SERVICE-PAYROLL TAXES
EMPLOYEE SOCIAL SECURITY 10/10/24

Manual Check

100-00-21020-000-000		Social Security Taxes Payable	3,560.73
		EMPLOYEE SOCIAL SECURITY 10/10/24	
100-00-21020-000-000		Social Security Taxes Payable	832.75
		EMPLOYEE MEDICARE 10/10/24	
100-00-21020-000-000		Social Security Taxes Payable	3,560.73
		EMPLOYER LIABILITY SOCIAL SEC 10/10/24	

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-21020-000-000		Social Security Taxes Payable	832.75
		EMPLOYER LIABILITY MEDICARE 10/10/24	
100-00-21030-000-000		U.S. Withholding Taxes Payable	4,154.52
		FED INCOME TAXES 10/10/24	
Total			12,941.48

EFT 10/25/2024 WI DEPT OF REVENUE-PAYROLL TAXES
STATE TAXES WT-6 FOR PAYROLL 10/10/24

Manual Check

100-00-21040-000-000		State Withholding Tax Payable	2,248.73
		STATE TAXES WT-6 FOR PAYROLL 10/10/24	
Total			2,248.73

EFT 10/24/2024 WI DEFERRED COMP
UTILITIES DEF COMP PAYROLL 10/24/24

Manual Check

100-00-21525-000-000		Wisc Deferred Comp Payable	430.00
		UTILITIES DEF COMP PAYROLL 10/24/24	
100-00-21525-000-000		Wisc Deferred Comp Payable	825.00
		VILLAGE DEF COMP PAYROLL 10/24/24	
Total			1,255.00

EFT 10/28/2024 INTERNAL REVENUE SERVICE-PAYROLL TAXES
EMPLOYEE SOCIAL SECURITY 10/24/24

Manual Check

100-00-21020-000-000		Social Security Taxes Payable	3,501.98
		EMPLOYEE SOCIAL SECURITY 10/24/24	
100-00-21020-000-000		Social Security Taxes Payable	818.99
		EMPLOYEE MEDICARE 10/24/24	
100-00-21020-000-000		Social Security Taxes Payable	3,501.98
		EMPLOYER LIABILITY SOCIAL SEC 10/24/24	
100-00-21020-000-000		Social Security Taxes Payable	818.99
		EMPLOYER LIABILITY MEDICARE 10/24/24	
100-00-21030-000-000		U.S. Withholding Taxes Payable	4,148.12
		FED INCOME TAXES 10/24/24	
Total			12,790.06

EFT 10/28/2024 WI DEPT OF REVENUE-PAYROLL TAXES
STATE TAXES WT-6 FOR PAYROLL 10/24/24

Manual Check

100-00-21040-000-000		State Withholding Tax Payable	2,237.60
		STATE TAXES WT-6 FOR PAYROLL 10/24/24	
Total			2,237.60

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT	10/25/2024	WI DEPT OF REVENUE-SALES TAX	
		SALES AND USE TAX DUE FROM 3RD QTR 2024	
			Manual Check
100-00-21041-000-000		Sales Tax Due to State	113.54
		SALES AND USE TAX DUE FROM 3RD QTR 2024	
		Total	113.54
15681	10/02/2024	ALEX KLIPPEL	
		REFUND BARTENDER LICENSE-NOT IN HARRISON	
100-00-44110-000-000		Operators Licenses	35.00
		REFUND BAR LICENSE-GRANARY NOT HARRISON	
		Total	35.00
15682	10/02/2024	CIVICPLUS LLC	
		315455, 318014, 318015, 318016	
100-02-51400-400-006		Gen. Admin - Service Contracts	4,825.00
		CODEBANK,ORDBANK,MUNIPR11/20/24-11/19/25 315455	
240-00-51400-000-000		ARPA Expenses	6,353.22
		FROM 9/30/24 SERVICE REQUEST TOOL 318014	
240-00-51400-000-000		ARPA Expenses	5,653.00
		FROM 9/30/24 ULTIMATE WEB OPEN SUBSCRIP 318015	
240-00-51400-000-000		ARPA Expenses	6,180.00
		FROM 9/30/24 AGENDA & MEETING MANAGEMENT 318016	
		Total	23,011.22
15683	10/02/2024	CUB SCOUT PACK 3061	
		HALLOWEEN IN THE PARK DONATION	
100-00-55200-120-000		Parks - Recreation Programs	1,000.00
		HALLOWEEN IN THE PARK DONATION	
		Total	1,000.00
15684	10/02/2024	DARBOY SANITARY DISTRICT	
		7677002500	
100-00-55200-000-000		Parks - Maint. and Utilities	154.01
		BILLING PERIOD 7/01/24-9/30/24	
		Total	154.01
15685	10/02/2024	DNR ACCOUNTS RECEIVABLE	
		370-0000037547	
100-06-52200-400-000		Fire Dept - Supplies/Services	1,075.90
		FROM 9/24/24 FOAM 5 GAL CLASS A	

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			1,075.90
15686	10/02/2024	GFL ENVIRONMENTAL	Ⓢ
U30000159366			
100-00-53620-000-000		Refuse and Garbage Services	79.00
		COMMUNITY PARK TRASH PICKUP OCT	U30000159366
Total			79.00
15687	10/02/2024	GFL ENVIRONMENTAL	Ⓢ
U30000159568			
100-00-53620-000-000		Refuse and Garbage Services	33,285.38
		RES TRASH FOR SEP	U30000159568
100-00-53635-000-000		Recycling Services	22,181.05
		RES RECYCLING FOR SEP	U30000159568
100-00-53620-000-000		Refuse and Garbage Services	89.59
		COMMERCIAL TRASH DUMPSTER VHALL SEP	U30000159568
100-00-53635-000-000		Recycling Services	61.13
		COMMERCIAL RECYCLING DUMPSTER VHALL SEP	U30000159568
100-00-53620-000-000		Refuse and Garbage Services	0.00
		DAMAGED CARTS	N/A
100-00-53620-000-000		Refuse and Garbage Services	0.00
		FUEL SURCHARGE RESIDENT PICKUP	NA
100-00-53620-000-000		Refuse and Garbage Services	31.66
		FUEL SURCHARGE VILLAGE HALL PICKUP	U30000159568
100-00-53620-000-000		Refuse and Garbage Services	0.00
		CONTAMINATION CHRG -	NA
100-00-53620-000-000		Refuse and Garbage Services	50.00
		BULKY ITEM PICKUP - W5944 EASTER LILY	U30000159568
100-00-53620-000-000		Refuse and Garbage Services	0.00
		FALL YARD PICKUP	NA
100-00-53620-000-000		Refuse and Garbage Services	50.00
		BULKY ITEM PICKUP - N8850 NOE RD	U30000159568
100-00-53620-000-000		Refuse and Garbage Services	0.00
		SPRING YARD PICKUP	NA
100-00-53620-000-000		Refuse and Garbage Services	50.00
		BULKY ITEM PICKUP - N9074 SOUTHTOWNE	U30000159568
100-00-53620-000-000		Refuse and Garbage Services	50.00
		BULKY ITEM PICKUP - N9074 SOUTHTOWNE	U30000159568

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-53620-000-000		Refuse and Garbage Services	0.00
		BULKY ITEM PICKUP - NA	
Total			55,848.81
15688	10/02/2024	HARRISON UTILITIES	Ⓢ
ACCOUNT 000-2781-00			
100-07-52200-500-023		Fire Station 70 - Water/Sewer	76.52
		ACCOUNT 000-2781-00	
Total			76.52
15689	10/02/2024	INTERSTATE BATTERY OF GREEN BAY	Ⓢ
90162511			
100-09-53311-400-000		Hwy Dept - Supplies	284.70
		FROM 9/26/24 BATTERIES 90162511	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	446.85
		FROM 9/26/24 TRUCK #14 90162511	
Total			731.55
15690	10/02/2024	JARRED GERL	Ⓢ
REIMBURSE CLOTHING			
100-06-52200-400-000		Fire Dept - Supplies/Services	48.00
		REIMBURSE CLOTHING	
Total			48.00
15691	10/02/2024	JEFFERSON FIRE & SAFETY	Ⓢ
IN318595			
100-06-52200-400-000		Fire Dept - Supplies/Services	335.58
		FROM 9/20/24 SENSIT HYDROGEN SULFIDE IN318595	
Total			335.58
15692	10/02/2024	JFTCO INC JOHN FABICK TRACTOR CO	Ⓢ
RIAP00016613 142765-02			
402-00-56700-000-000		Site Preparation - TID #2	250.00
		FROM 9/16 CROSSROADS RENTAL PICKUP RIAP00016613	
Total			250.00
15693	10/02/2024	JIM'S PLUMBING & HEATING	Ⓢ
39174			
100-09-53311-505-000		Hwy Dept - Building Maint	1,050.50
		FROM 9/23/24 WATER HEATER STATION 70 39174	

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			1,050.50
15694	10/02/2024	KEYSTONE HOMES & REMODELING LLC ESCROW RETURN N9273 TOUCHDOWN	1,500.00
100-00-21060-000-000		Building Escrows Payable ESCROW RETURN N9273 TOUCHDOWN	1,500.00
Total			1,500.00
15695	10/02/2024	LAKESHORE SEPTIC SERVICE 9/1/24PORTABLE TOILETS (ADJ 75. PER MARY	500.00
100-00-53635-100-000		Compost Site PORT-A-POTTY YARD WASTE W4476 MERBACH 04-01-24	300.00
100-00-55200-000-000		Parks - Maint. and Utilities PORT-A-POTTY FARMERS FIELD 5807 MANITOWO 05-22-24	100.00
100-00-55200-000-000		Parks - Maint. and Utilities PORT-A-POTTY DOGWOOD PARK 07-17-24	300.00
100-00-55200-000-000		Parks - Maint. and Utilities PORT-A-POTTY DARBOY PARK FLIGHT NIGHT 08-07-24	200.00
100-00-55200-000-000		Parks - Maint. and Utilities PORT-A-POTTY COMMUNITY PARK PICKLEBALL 03-13-24	1,400.00
Total			1,400.00
15696	10/02/2024	LINDE GAS & EQUIPMENT INC 45344375	43.15
100-09-53311-400-000		Hwy Dept - Supplies FROM 9/22/24 CYLINDER RENT 45344375	43.15
Total			43.15
15697	10/02/2024	MACQUEEN EMERGENCY P36260	434.50
100-06-52200-400-000		Fire Dept - Supplies/Services FROM 9/25/24 FACEPIECE P36260	434.50
Total			434.50
15698	10/02/2024	OFFICE DEPOT BUSINESS CREDIT - VOH 6011568517636189	171.54
100-02-51400-400-000		Gen. Admin - Supplies FROM 8/26 PAPER	171.54
Total			171.54

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Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
15699 10979	10/02/2024	POTTER BUILDING SUPPLY	Ⓢ
100-09-53315-902-000		Hwy Dept - Signs	225.00
		FROM 9/23/24 4X4-12' #2 SYP TRT SIGNPOST 10979	
		Total	225.00
15700 R104023250:01	10/02/2024	QUALITY TRUCK CARE CENTER INC	Ⓢ
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	939.76
		FROM 9/30/24 TRK 22 2017 WESTERN REPAIR R104023250:01	
		Total	939.76
15701 5066	10/02/2024	RED POWER DIESEL SERVICE INC	Ⓢ
100-06-52200-600-000		Fire Dept - Vehicle Maint.	2,803.52
		FROM 9/27/24 2009 SPARTAN REPAIRS 5066	
		Total	2,803.52
15702 2696858	10/02/2024	RIESTERER & SCHNELL INC - Pulaski	Ⓢ
100-09-53311-700-000		Hwy Dept - Equip Maintenance	371.94
		FROM 9/26/24 HYDR QUIC 2696858	
		Total	371.94
15703	10/02/2024	SCHMIDT BROS CUSTOM HOMES INC	Ⓢ
		ESCROW RETURN N8867 DUBLIN PASS	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN N8867 DUBLIN PASS	
		Total	1,500.00
15704 SS104339	10/02/2024	SHERWIN INDUSTRIES, INC	Ⓢ
240-00-51400-000-000		ARPA Expenses	87,569.90
		FROM 9/23/24 ASPHALT PATCHER 6.1.031 SS104339	
		Total	87,569.90
15705 456560	10/02/2024	THE ELITE GROUP	Ⓢ
100-09-53311-400-000		Hwy Dept - Supplies	66.00
		FROM 9/27/24 ORDER #455868 456560	

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Check Nbr	Check Date	Payee	Amount
100-02-51400-400-000	Gen. Admin - Supplies		416.58
	FROM 9/27/24 ORDER #455868	456560	
Total			482.58
15706	10/02/2024	TRUCK EQUIPMENT INC	1116620-00
100-09-53311-600-600	Hwy Dept - Vehicle Maintenance		44.86
	FROM 9/24/24 GEAR KEEPER RETRAC	1116620-00	
Total			44.86
15707	10/09/2024	ANDREW OR MELISSA JAHNKE	ESCROW RETURN N9266 CASSANDRA WAY
100-00-21060-000-000	Building Escrows Payable		1,500.00
	ESCROW RETURN N9266 CASSANDRA WAY		
Total			1,500.00
15708	10/09/2024	BATTERIES PLUS LLC	P76497819
100-06-52200-400-000	Fire Dept - Supplies/Services		46.08
	FROM 10/4/24 BATTERIES	P76497819	
Total			46.08
15709	10/09/2024	BAUMANN CONSTRUCTION	ESCROW RETURN W5863 EDGEWOOD DR
100-00-21060-000-000	Building Escrows Payable		1,500.00
	ESCROW RETURN W5863 EDGEWOOD DR		
Total			1,500.00
15710	10/09/2024	CHAD PELISHEK	REIMBURSE RECORDING CROSSROADS PLAT FEE
402-00-51510-000-000	Administrative Costs - TID #2		52.50
	REIMBURSE RECORDING CROSSROADS PLAT FEE		
Total			52.50
15711	10/09/2024	COUNTY MATERIALS CORPORATION	4109850-00
201-00-57220-000-000	Capital Outlay - Park Impact		13,770.76
	FARMERS & COVER RIDGE PARKING CURBS	4109850-00	
Total			13,770.76

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Check Nbr	Check Date	Payee	Amount
15712 10/09/2024 FIRE APPARATUS & EQUIPMENT 26190			①
100-06-52200-600-000 Fire Dept - Vehicle Maint. FROM 9/30/24 TRUCK REPAIRS 26190			1,714.61
		Total	1,714.61
15713 10/09/2024 FIRE SMART PROMOTIONS 118114			①
100-06-52200-400-000 Fire Dept - Supplies/Services FROM 9/27/24 PROP,HAT,BADGE,COLOR,TATTOO 118114			2,314.00
		Total	2,314.00
15714 10/09/2024 FOX VALLEY HUMANE ASSOCIATION LTD 5928			①
100-02-51400-400-006 Gen. Admin - Service Contracts FROM 5/31/24 ANIMALS HANDLED 8 BILL 8 5928			320.00
		Total	320.00
15715 10/09/2024 FRANKS RADIO SERVICE INC 126111, 126118, 126140, 126173, 126186			①
100-09-53311-600-600 Hwy Dept - Vehicle Maintenance FRM 10/1/24 OPER TRK ANTENNA KIT/INSTALL 126111			234.92
100-09-53311-700-000 Hwy Dept - Equip Maintenance FROM 10/1/24 3 CM200D RADIOS, SWITCH KIT 126118			1,612.08
100-09-53311-700-000 Hwy Dept - Equip Maintenance FROM 10/1/24 SPEAKER MIC 126140			143.12
100-06-52200-400-000 Fire Dept - Supplies/Services FROM 10/3/24 6 MINITOR VI STORED VOICE 126173			2,250.00
100-09-53311-700-000 Hwy Dept - Equip Maintenance FROM 10/7/24 HEADSET PIECES, SERVICE 126186			158.25
		Total	4,398.37
15716 10/09/2024 GORDON FLESCH CO. INC IN14871033			①
100-02-51400-400-006 Gen. Admin - Service Contracts BILL PERIOD 8/29-9/26/24 IMAGES IN14871033			453.35
		Total	453.35
15717 10/09/2024 J J KELLER & ASSOCIATES INC 9109164335 LESS TAXES-EXEMPT			①

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Check Nbr	Check Date	Payee	Amount
100-02-51400-400-006	Gen. Admin - Service Contracts		1,402.00
	CUSTOMER#201462303 FROM 6/17/24	9109164335	
Total			1,402.00
15717	10/16/2024	J J KELLER & ASSOCIATES INC	Ⓢ
VOID CK 15717	10/9/24	NOT OWED-RETURNED	Manual Check
100-02-51400-400-006	Gen. Admin - Service Contracts		-1,402.00
	CUSTOMER#201462303 FROM 6/17/24	9109164335	
Total			-1,402.00
15718	10/09/2024	JAMES OR MARGARET BAHLMAN	Ⓢ
	GRADING ESCROW RETURN W5577 GREY DR		
100-00-21060-000-000	Building Escrows Payable		1,500.00
	GRADING ESCROW RETURN W5577 GREY DR		
Total			1,500.00
15719	10/09/2024	KAATS WATER CONDITIONING INC	Ⓢ
	58194TN, 58538TN		
100-09-53311-400-000	Hwy Dept - Supplies		30.27
	CHARGES FROM 9/10/24	58194TN	
100-09-53311-400-000	Hwy Dept - Supplies		25.10
	CHARGES FROM 9/24/24	58538TN	
Total			55.37
15720	10/09/2024	KLINK HYDRAULICS LLC	Ⓢ
	41004		
100-09-53311-903-000	Hwy Dept - Salt & Sand		814.76
	FROM 10/1/24 PREWET SUPPLIES	41004	
Total			814.76
15721	10/09/2024	LEXINGTON HOMES INC	Ⓢ
	ESCROW RETURN W6578 STEAMBOAT LN		
100-00-21060-000-000	Building Escrows Payable		1,500.00
	ESCROW RETURN W6578 STEAMBOAT LN		
Total			1,500.00
15722	10/09/2024	LISOWE OIL DIV OF ADVANCED FUEL SERV	Ⓢ
	05819, 77704, 77823		
100-09-53311-600-030	Hwy Dept - Fuel		599.72
	FROM 9/18/24	05819	

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Check Nbr	Check Date	Payee	Amount
100-09-53311-600-030	Hwy Dept - Fuel		2,775.98
FROM 9/18/24		77704	
100-09-53311-600-030	Hwy Dept - Fuel		2,788.49
FROM 10/1/24		77823	
Total			6,164.19
15723	10/09/2024	MGD INDUSTRIAL CORPORATION	Ⓢ
230308			
100-09-53311-400-000	Hwy Dept - Supplies		137.94
FROM 10/1/24	GLOVES	230308	
Total			137.94
15724	10/09/2024	MONROE TRUCK EQUIPMENT, INC	Ⓢ
854091			
100-09-53311-700-000	Hwy Dept - Equip Maintenance		547.48
FROM 10/2/24	LIGHTS, MOUNT	854091	
Total			547.48
15725	10/09/2024	NICOLET NATIONAL BANK	Ⓢ
CORP 233893, ACCT 8831			
100-02-51400-400-000	Gen. Admin - Supplies		179.09
FROM 9/1	INDEED FIN DIR/TREAS POST		
100-00-55200-000-000	Parks - Maint. and Utilities		1,084.00
FROM 9/4	ULINE PRIVACY SCREEN DONATION		
201-00-57220-000-000	Capital Outlay - Park Impact		78.28
FRM 9/4	ULINE PRIVACYSCREEN ABOVE DONATE		
100-00-56900-000-110	Development		4.99
FROM 9/22	GANNETT DIGITAL ACCESS		
201-00-57220-000-000	Capital Outlay - Park Impact		978.85
FROM 9/24	BARCO BENCH MEMORIAL VANHANDEL		
100-00-56900-000-110	Development		56.63
FROM 9/26	COUNTRYSIDE ECON DEV MTG		
100-02-51400-305-000	Gen. Admin - Training/Conf.		262.00
FROM 8/30	MARRIOTT WMCA CONF		
100-02-51400-305-000	Gen. Admin - Training/Conf.		262.00
FROM 8/30	MARRIOTT WMCA CONF		
100-02-51400-400-000	Gen. Admin - Supplies		40.76
FROM 9/11	AMAZON LABEL DIVIDERS		

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Check Nbr	Check Date	Payee	Amount
100-02-51400-400-000		Gen. Admin - Supplies	38.33
		FROM 9/12 AMAZON SECURITY ENVELOPES	
100-02-51400-400-000		Gen. Admin - Supplies	38.49
		FROM 9/15 AMAZON OFFICE SUPPLIES	
100-02-51400-400-000		Gen. Admin - Supplies	20.99
		FROM 9/23 ADOBE ACROBAT PRO OFFICE COM	
100-09-53311-400-000		Hwy Dept - Supplies	20.99
		FROM 9/3/24 ADOBE ACROBAT PRO CODE ENF	
100-00-55200-000-000		Parks - Maint. and Utilities	9.00
		FROM 9/8/24 REVEAL XTRA SEP 8 -OCT 8	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	140.25
		FRM 9/24 KRAMER AMER SMARTLINER F150	
100-06-52200-305-000		Fire Dept - Training/Mem	29.25
		FROM 9/4/24 AMAZON PROVIDER MANUAL AHA	
100-06-52200-400-000		Fire Dept - Supplies/Services	101.49
		FROM 9/5/24 AMAZON WORK LIGHT	
100-06-52200-400-000		Fire Dept - Supplies/Services	41.03
		FROM 9/5/24 AMAZON STAMP KIT	
100-06-52200-305-000		Fire Dept - Training/Mem	58.66
		FRM 9/5 AMAZON WORKBOOK FOR EMR	
100-06-52200-400-000		Fire Dept - Supplies/Services	148.68
		FROM 9/11 AMAZON EMER MED RESP	
100-06-52200-400-000		Fire Dept - Supplies/Services	205.99
		FROM 9/12 THE FIRE CENTER NAME TAGS	
100-06-52200-400-000		Fire Dept - Supplies/Services	394.30
		FROM 9/20 POST GUARD COVERS	
100-06-52200-400-000		Fire Dept - Supplies/Services	71.79
		FRM 9/23 HOMEDEPOT PROPANE, LIGHTERFLUID	
Total			4,265.84
15726	10/09/2024	POMP'S TIRE SERVICE INC.	Ⓢ
320157801			
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	104.44
		FR 10/7 OIL CHANGE, TIRE ROTATE CODE TRK 320157801	
Total			104.44
15727	10/09/2024	RIESTERER & SCHNELL INC - Pulaski	Ⓢ
2701736			

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Check Nbr	Check Date	Payee	Amount
100-09-53311-700-000		Hwy Dept - Equip Maintenance	371.24
		FROM 10/4/24 JOHN DEERE 6430 SERVICE 2701736	
Total			371.24
15728	10/09/2024	SCHMIDT BROS CUSTOM HOMES INC	Ⓢ
		GRADE5807,73EDGEWOOD,8862DUBLIN,9253CASS	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		GRADING ESCROW RETURN W5807 EDGEWOOD	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		GRADING ESCROW RETURN W5873 EDGEWOOD	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		GRADING ESCROW RETURN N8862 DUBLIN PASS	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		GRADING ESCROW RETURN N9253 CASSANDRA	
Total			6,000.00
15729	10/09/2024	SCHMIDT BROS CUSTOM HOMES INC	Ⓢ
		ESCROW RETURN W5820 EDGEWOOD DR	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN W5820 EDGEWOOD DR	
Total			1,500.00
15730	10/09/2024	SERVICEMASTER BUILDING MAINTENANCE	Ⓢ
		45844	
100-02-51400-400-006		Gen. Admin - Service Contracts	1,468.00
		FRM 10/1/24 JANITORIAL OCT, CARPET CLEAN 45844	
Total			1,468.00
15731	10/09/2024	SHERWOOD WATER & SEWER	Ⓢ
		000-3050-00, 000-3055-00	
100-06-52200-500-023		Fire Station 60 - Water/Sewer	174.27
		ACCOUNT NUMBER 000-3055-00 STATION 60	
100-06-52200-500-023		Fire Station 60 - Water/Sewer	83.23
		ACCOUNT NUMBER 000-3050-00 TOWN	
Total			257.50
15732	10/09/2024	SOMMERVILLE FLAG	Ⓢ
		09/15/24 HARRISON FIRE DEPT	
100-06-52200-400-000		Fire Dept - Supplies/Services	390.00
		9/15/24 6 FLAGS 5'X8' US NYLON 9/15/24	

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Check Nbr	Check Date	Payee	Amount
Total			390.00
15733	10/09/2024	STAPLES 6011705881, 6012857010, 6012916184	Ⓢ
100-02-51400-400-000	Gen. Admin - Supplies		56.00
	OFFICE SUPPLIES 9/12/24 BINDERS	6011705881	
100-02-51400-400-000	Gen. Admin - Supplies		12.46
	FROM 9/26/24 POSTITS, RUBBER FINGERS	6012857010	
100-02-51400-400-000	Gen. Admin - Supplies		25.89
	FROM 9/27/24 BROWN ENVELOPES	6012916184	
Total			94.35
15734	10/09/2024	TREEO'S 22211	Ⓢ
100-00-57220-000-000	Capital Outlay - Parks		31,762.00
	FROM 9/26 REMOVE DEAD TREES DARBOY PARK	22211	
Total			31,762.00
15735	10/09/2024	WI DEPT OF JUSTICE ACCT G2028 9/1-9/30 5 BARTENDER	Ⓢ
100-02-51400-400-000	Gen. Admin - Supplies		35.00
	ACCT G2028 9/1-9/30 5 BARTENDER		
100-06-52200-400-000	Fire Dept - Supplies/Services		21.00
	ACCT G2028 9/1-9/30 3 FIREFIGHTERS		
Total			56.00
15736	10/09/2024	WSESI 4434	Ⓢ
100-06-52200-305-000	Fire Dept - Training/Mem		250.00
	FROM 9/27/24 J&B FIRE INVESTIGATOR BOOK	4434	
Total			250.00
15737	10/09/2024	ZANDER PRESS INC 113332	Ⓢ
100-02-51400-800-005	Gen. Admin - Newsltr & Postage		3,282.97
	FROM 8/29/24 FALL NEWSLETTER	113332	
Total			3,282.97
15738	10/10/2024	CALUMET COUNTY REGISTER OF DEEDS RECORD FEE PROTECTV COVENANTS CROSSROADS	

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Check Nbr	Check Date	Payee	Amount
402-00-51510-000-000		Administrative Costs - TID #2	30.00
		RECORD FEE PROTECTV COVENANTS CROSSROADS	
		Total	30.00
15739	10/16/2024	ARLEN BAUMANN	Ⓢ
		GRADING ESCROW RETURN W5863 EDGEWOOD DR	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		GRADING ESCROW RETURN W5863 EDGEWOOD DR	
		Total	1,500.00
15740	10/16/2024	BIRSCHBACH INSPECTION SERVICE INC	Ⓢ
		BUILDING INSPECTIONS FOR SEPTEMBER 2024	
100-00-52400-000-000		Building Inspector - Contract	15,478.36
		BUILDING INSPECTIONS FOR SEPTEMBER 2024	
		Total	15,478.36
15741	10/16/2024	BOUND TREE MEDICAL LLC	Ⓢ
		85502118	
100-08-52300-000-000		1st Responders - Operating Exp	137.45
		FROM 9/26/24 INFANT BAG RESUSCITATOR 85502118	
		Total	137.45
15742	10/16/2024	BRUSH BOY CUSTOMS, LLC	Ⓢ
		2187	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	270.00
		FROM 10/2/24 DOOR LETTERING #37 2187	
		Total	270.00
15743	10/16/2024	C & R PUMPERS INC	Ⓢ
		I43249	
100-00-55200-000-000		Parks - Maint. and Utilities	230.00
		FRM 10/1 CLOVERRIDGE,DOGWOOD PORTTOLIET I43249	
100-00-53635-100-000		Compost Site	115.00
		FROM 10/1 COMPOST SITE PORTABLE TOLIET I43249	
		Total	345.00
15744	10/16/2024	CALUMET COUNTY TREASURER-SHERIFFS DEPT CONTRA	Ⓢ
		261	
100-00-52100-000-000		Law Enforcement - Contract	71,846.47
		SEPTEMBER 2024 261	

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Check Nbr	Check Date	Payee	Amount
Total			71,846.47
15745	10/16/2024	COUNTY MATERIALS CORPORATION	4114209-00
201-00-57220-000-000		Capital Outlay - Park Impact	2,254.24
		FARMERS & COVER RIDGE PARKING CURBS 4114209-00	
Total			2,254.24
15746	10/16/2024	DICKS FAMILY FOODS	PURCHASES 8/4/24 TO 10/7/24 FIRE DEPT
100-06-52200-400-000		Fire Dept - Supplies/Services	35.21
		FROM 8/4/24 FOOD 2-00157097	
100-06-52200-400-000		Fire Dept - Supplies/Services	164.30
		FROM 8/31/24 GATORADE, SODA, WATER 2-00162223	
100-06-52200-400-000		Fire Dept - Supplies/Services	114.37
		FROM 9/30/24 SODA, WATER 2-00180312	
100-06-52200-400-000		Fire Dept - Supplies/Services	54.12
		FROM 10/6/24 FOOD, UTENSILS 2-00381839	
100-06-52200-400-000		Fire Dept - Supplies/Services	164.47
		FROM 10/7/24 FOOD 1-00181814	
Total			532.47
15747	10/16/2024	DOG WASTE DEPOT	732768
100-00-55200-000-000		Parks - Maint. and Utilities	1,019.86
		FROM 10/10 WASTE BAGS, LINERS 732768	
Total			1,019.86
15748	10/16/2024	FERGUSON WATERWORKS #1476	429069
230-00-53441-300-000		Storm Catch Basin Program	687.26
		FROM 9/27/24 PIPE 429069	
Total			687.26
15749	10/16/2024	FIRE APPARATUS & EQUIPMENT	26207
100-06-52200-700-000		Fire Dept - Equip Maintenance	1,209.87
		FROM 10/5/24 TRUCK REPAIRS 26207	
Total			1,209.87

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Check Nbr	Check Date	Payee	Amount
15750 10/16/2024 GANNETT WISCONSIN LOCALiQ 6656265			90.64
100-01-51101-800-000 Planning - Publications BILLING 9/1-9/30 PLAN COMM REZONE 6656265			63.14
100-00-46105-000-000 Publication Fee - Liquor BILLING 9/1-9/30 LIQUOR LIC PUB AMBE 6656265			Total 153.78
15751 10/16/2024 GREEN BAY HIGHWAY PRODUCTS 1124			1,247.28
100-09-53311-901-000 Hwy Dept - Ditching/Grading FROM 10/3/24 21x15x32, END SECTIONS 1124			Total 1,247.28
15752 10/16/2024 JOE'S POWER CENTER INC 177531			191.94
100-09-53311-700-000 Hwy Dept - Equip Maintenance FROM 10/14/24 CUB CADET RIDER REPAIR 177531			Total 191.94
15753 10/16/2024 KLINK HYDRAULICS LLC 41261			60.60
100-09-53311-400-000 Hwy Dept - Supplies FROM 10/14/24 PIPE COUPLING, NIPPLE 41261			Total 60.60
15754 10/16/2024 L & S TRUCK CENTER PARTS 321187, RO 422379			21.00
100-09-53311-400-000 Hwy Dept - Supplies FROM 10/10/24 WASHER FLUID 321187			439.87
100-09-53311-600-600 Hwy Dept - Vehicle Maintenance FROM 10/10 2017 FORD F550 LATCH REPAIR 422379			Total 460.87
15755 10/16/2024 LINCOLN CONTRACTORS SUPPLY, INC R39736			222.36
100-09-53311-901-000 Hwy Dept - Ditching/Grading FROM 10/7/24 RIDER TRENCHER RENTAL R39736			Total 222.36

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Check Nbr	Check Date	Payee	Amount
15756	10/16/2024	MENARDS-APPLETON EAST	Ⓢ
64048, 64561, 64568, 64878, 64879			
100-09-53311-400-000	Hwy Dept - Supplies		10.32
FROM 9/26/24 PRIVATE PROPERTY SIGNS	64048		
100-09-53311-505-000	Hwy Dept - Building Maint		111.52
FROM 10/7/24 BLADE KIT, SCREWS, WOOD	64561		
100-09-53311-901-000	Hwy Dept - Ditching/Grading		222.82
FROM 10/7/24 PVC, COUPLING, TORCH LIGHT	64568		
100-09-53311-903-000	Hwy Dept - Salt & Sand		374.76
FROM 10/14 PRE WET SUPPLIES	64878		
100-09-53311-903-000	Hwy Dept - Salt & Sand		161.92
FROM 10/14 PRE WET SUPPLIES	64879		
	Total		881.34
15757	10/16/2024	NSAH, INC	Ⓢ
DEVELOPMENT AGREEMENT TOONEN			
401-00-56700-700-000	Grant-Toonen Development TID 1		203,367.48
DEVELOPMENT AGREEMENT TOONEN			
	Total		203,367.48
15758	10/16/2024	ROCKET INDUSTRIAL	Ⓢ
IN00494088			
100-09-53311-400-000	Hwy Dept - Supplies		195.44
FROM 10/14/24 MULTIFOLD TOWELS	IN00494088		
	Total		195.44
15759	10/16/2024	SHERWIN INDUSTRIES, INC	Ⓢ
SS104624			
100-09-53311-900-000	Hwy Dept - Road Maintenance		6,684.00
FROM 10/8/24 MASTIC ONE	SS104624		
	Total		6,684.00
15760	10/16/2024	SRF CONSULTING GROUP INC	Ⓢ
17329.00-8			
100-00-57190-000-000	Capital Outlay - General Gvmnt		9,113.99
COMPREHENSIVE PLAN UPDATE	17329.00-8		
	Total		9,113.99
15761	10/16/2024	TECC SECURITY SYSTEMS INC	Ⓢ
63315, 63373			

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100-02-51400-400-006	10/07/2024	Gen. Admin - Service Contracts FROM 10/7 ANNUAL TEST/INSPECTION 9/27 63315	571.71
100-02-51400-400-006	10/11/24	Gen. Admin - Service Contracts FROM 10/11/24 ANNUAL MONITOR & VIRT KEY 63373	864.00
Total			1,435.71
15762	10/16/2024	THEDACARE AT WORK 360211	81.00
100-09-53311-306-000	10/1/24	Hwy Dept - CDL/Testing FROM 10/1/24 DS CRL DOT BUNDLE BORNE MANN 360211	123.00
100-09-53311-306-000	10/1/24	Hwy Dept - CDL/Testing FROM 10/1/24 DS CRL DOT BUNDLE J FUNK 360211	81.00
100-09-53311-306-000	10/1/24	Hwy Dept - CDL/Testing FROM 10/1/24 DS CRL DOT BUNDLE KOEPKE 360211	285.00
Total			285.00
15763	10/16/2024	TRACTOR SUPPLY CREDIT PLAN 6035301107568212	144.86
100-09-53311-400-000	10/24/24	Hwy Dept - Supplies FROM 10/24/24 SUPPLIES	144.86
Total			144.86
15764	10/16/2024	W.S. DARLEY & CO 17540899	1,027.94
100-06-52200-400-000	10/4/24	Fire Dept - Supplies/Services FROM 10/4/24 BROOMS 17540899	1,027.94
Total			1,027.94
15765	10/23/2024	ALLYSON BRUNETTE CONSULTING LLC 1108	3,148.39
100-00-51100-115-000		Village Board-Training/Mileage CIVIC HEALTH CHECK PROJECT BALANCE 1108	3,148.39
Total			3,148.39
15766	10/23/2024	COUNTRY AUTO REPAIR 7396	488.73
100-06-52200-400-000	10/15	Fire Dept - Supplies/Services FRM 10/15 INSTALL PERIM LIGHTS RAM 1500 7396	488.73
Total			488.73

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15767	10/23/2024	ELAN FINANCIAL SERVICES	Ⓢ
4798510057423846			
100-00-56900-000-110	Development		3.62
	FROM 9/15/24 FACEBOOK BOOSTED POST		
100-00-56900-000-110	Development		468.00
	FRM 10/4 SURVEYMONKEY SUBSCRIPTION		
	Total		471.62
15768	10/23/2024	FERGUSON WATERWORKS #1476	Ⓢ
429792, 430084, 430405			
230-00-53441-000-000	Storm Sewer Maint / Ponds		1,426.28
	FROM 10/3/24 CURB INL, GUT INL GRATE 429792		
100-09-53311-900-000	Hwy Dept - Road Maintenance		248.40
	FROM 10/8/24 4X10 FT PVC PIPE 430084		
230-00-53441-000-000	Storm Sewer Maint / Ponds		777.60
	FROM 10/10/24 HDPE PIPE 430405		
	Total		2,452.28
15769	10/23/2024	FOX VALLEY TECHNICAL COLLEGE	Ⓢ
CI007041			
100-06-52200-305-000	Fire Dept - Training/Mem		168.25
	9/19-11/21 K FINK FIRE INVESTIGATN CLASS		
	Total		168.25
15770	10/23/2024	GAT SUPPLY, INC	Ⓢ
439768-1			
100-09-53311-400-000	Hwy Dept - Supplies		744.57
	FROM 10/18/24 BROOM,GLOVE,HAMMER,BATTERY 439768-1		
	Total		744.57
15771	10/23/2024	GFC LEASING - WI	Ⓢ
I00962180			
100-02-51400-400-006	Gen. Admin - Service Contracts		274.96
	COVERAGE PERIOD 11/05/24 - 12/04/24 I00962180		
	Total		274.96
15772	10/23/2024	GRUETT'S	Ⓢ
3221P			
100-09-53311-700-000	Hwy Dept - Equip Maintenance		387.32
	FROM 10/14/24 BLADE, FILTER, OIL 3221P		

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Total			387.32
15773 27949	10/23/2024	HYDROCLEAN EQUIPMENT INC	Ⓢ
100-09-53311-700-000	Hwy Dept - Equip Maintenance		20.88
FROM 10/17/24	METERING VALVE	27949	
Total			20.88
15774	10/23/2024	JAMES BROEREN	Ⓢ
REIMBURSE FOOD FROM 10/7			
100-06-52200-400-000	Fire Dept - Supplies/Services		34.00
REIMBURSE FOR FOOD FROM 10/7			
Total			34.00
15775 177821	10/23/2024	JOE'S POWER CENTER INC	Ⓢ
100-09-53311-700-000	Hwy Dept - Equip Maintenance		21.99
FROM 10/15/24	OIL, FILTER	177821	
Total			21.99
15776 43030/2	10/23/2024	KITZ & PFEIL - OSHKOSH	Ⓢ
100-09-53311-400-000	Hwy Dept - Supplies		55.86
CUST 812330	PADLOCK, GLOVES	43030/2	
Total			55.86
15777 41316, 41327	10/23/2024	KLINK HYDRAULICS LLC	Ⓢ
100-09-53311-903-000	Hwy Dept - Salt & Sand		121.60
FROM 10/17/24	VALVE, COUPLING, NIPPLE	41316	
100-09-53311-903-000	Hwy Dept - Salt & Sand		133.30
FROM 10/17/24	CLAMP, HOSE, COUPLING	41327	
Total			254.90
15778 360021	10/23/2024	MCC, INC	Ⓢ
100-09-53311-900-000	Hwy Dept - Road Maintenance		290.88
FROM 10/14/24	MT GRADE 5 ASPHALT MIX	360021	
Total			290.88

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15779	10/23/2024	MCMAHON	
400821, 603492, 936482, 540,601,757-769			
100-02-51400-400-006		Gen. Admin - Service Contracts	14,769.82
		MANAGEMENT COUNSEL INTERIM MGR & FIN DIR 400821	
230-00-53441-000-000		Storm Sewer Maint / Ponds	487.50
		2024 ECOLOGICAL SERVICES 2 PONDS 936482	
230-00-53441-200-000		Stormwater Plan / Munic Fees	750.00
		HARRISON GIS AGOL GIS MAPPING 936540	
100-00-53441-100-000		Illicit Discharge Program	1,668.00
		2024 ILLICIT DISCHARGE 936601	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	5,803.75
		MUNICIPAL BUILDING STANDBY GENERATOR 936757	
402-00-51500-000-000		Professional Services-TID #2	13,682.61
		CROSSROADS BUSINESS PARK 936758	
230-00-53441-200-000		Stormwater Plan / Munic Fees	1,205.00
		24 STREET STORM SEWER CEDAR VIEW SUBDIV 936759	
230-00-53441-200-000		Stormwater Plan / Munic Fees	247.50
		24 STREET STORM SEWER NS GOLF HOUSE/POOL 936759	
230-00-53441-200-000		Stormwater Plan / Munic Fees	1,448.00
		24 STREET STORM SEWER ARK DATA CENTER 936759	
230-00-53441-200-000		Stormwater Plan / Munic Fees	350.00
		24 STREET STORM SEWER LUNIAK MEADOWS 2 936759	
100-00-52400-200-000		Inspections - Grade Checks	2,186.35
		2024 LOT GRADE REVIEW & CHECK 936760	
201-00-57220-000-000		Capital Outlay - Park Impact	1,502.85
		FARMERS FIELD ASPHALT PAVING 936761	
100-09-57330-000-000		Capital Outlay - Road Projects	350.00
		HAEN HEIGHTS AREA ROADWAY IMPROVEMENTS 936762	
201-00-57220-000-000		Capital Outlay - Park Impact	2,001.53
		DARBOY COMM PARK TRAIL LIGHTING 936763	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	350.00
		2024 GEN ENGINEER MONTHLY STAFF MEETING 936764	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	175.00
		2024 GEN ENG SOUTHTOWNE ENGR PLAN REV 936764	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	378.50
		2024 GEN ENG BREEZY MEADOWS CONST SERV 936764	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	262.50
		2024 GEN ENG MANITOWOC RD SPEED STUDY 936764	

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100-09-53311-900-000		Hwy Dept - Road Maintenance	384.00
		2024 CRACK SEAL PROGRAM 936765	
100-09-57330-000-000		Capital Outlay - Road Projects	1,225.00
		2024 ASPHALT RESURFACING PROGRAM 936766	
230-00-53441-000-000		Storm Sewer Maint / Ponds	5,030.95
		24 STORMWATER PONDS SEDIMENT DEPTH CK-7 936767	
405-00-51500-000-000		Professional Services-TID #5	5,589.00
		CTH N SITE 936768	
100-09-57330-000-000		Capital Outlay - Road Projects	5,413.15
		STATE PK RESRFCNG BIKE LNS SCMDT-US10 936769	
100-00-57190-000-000		Capital Outlay - General Gvmnt	9,237.50
		VILLAGE GARAGE EXPANSION STUDY 603492	
Total			74,498.51
15780	10/23/2024	MGD INDUSTRIAL CORPORATION	Ⓢ
230700			
100-09-53311-400-000		Hwy Dept - Supplies	217.58
		FROM 10/14/24 CABLE STRAP, GREASE, PIPE 230700	
Total			217.58
15781	10/23/2024	ROGER BOWERS CONSTRUCTION CO INC	Ⓢ
		9/30/24 STMT FOR 9/12 & 9/17	
100-09-53311-900-000		Hwy Dept - Road Maintenance	770.00
		FROM 9/30/24 TOP SOIL 9/12, 9/17	
Total			770.00
15782	10/23/2024	SCHMIDT BROS CUSTOM HOMES INC	Ⓢ
		GRADING ESCROW RETURN N8881 DUBLIN	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		GRADING ESCROW RETURN N8881 DUBLIN	
Total			1,500.00
15783	10/23/2024	SERWE IMPLEMENT MUNICIPAL SALES LLC	Ⓢ
11631			
100-09-53311-700-000		Hwy Dept - Equip Maintenance	289.34
		FROM 10/18/24 OUTPUT SHAFT 29" 11631	
Total			289.34
15784	10/23/2024	STAPLES	Ⓢ
		6013485654, 6013832385, 6014236165	

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100-02-51400-400-000	Gen. Admin - Supplies		35.93
	FRM 10/1 ENV MOISTEN, ENV, FILE FOLDERS	6013485654	
100-02-51400-400-000	Gen. Admin - Supplies		24.61
	FROM 10/5/24 EXPO MARKERS, PACKING TAPE	6013832385	
100-02-51400-400-000	Gen. Admin - Supplies		40.44
	FROM 10/12/24 IVORY CARD STOCK, LABELS	6014236165	
Total			100.98
15785	10/23/2024	SUBURBAN WILDLIFE SOLUTIONS LLC	7262
230-00-53441-000-000	Storm Sewer Maint / Ponds		6,572.37
	PONDS 1/4 WORK DONE DATED 10/21/24	7262	
Total			6,572.37
15786	10/23/2024	SUPERIOR VISION INSURANCE	857721
100-09-53311-200-000	Hwy Dept - Benefits		150.16
	SHOP VISION INSURANCE NOV 24	857721	
100-02-51400-200-000	Gen. Admin - Benefits		119.15
	OFFICE VISION INSURANCE NOV 24	857721	
100-01-51101-200-000	Planning - Benefits		0.00
	PLANNER VISION INSURANCE NOV 24	857721	
100-06-52200-200-000	Fire Dept - Benefits		25.64
	FIRE VISION INSURANCE NOV 24	857721	
100-00-14500-000-000	Due from Harrison Utilities		91.56
	UTILITIES VISION INSURANCE NOV 24	857721	
Total			386.51
15787	10/23/2024	TASC	IN3238489
100-02-51400-400-006	Gen. Admin - Service Contracts		39.62
	OCT 2024 BILLING	IN3238489	
Total			39.62
15788	10/23/2024	THEDACARE AT WORK	360182
100-06-52200-401-000	Fire Dept - Physicals		572.00
	FROM 10/1/24 PHYSICAL A HALL	360182	
Total			572.00

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15789 10/23/2024 TRUCK EQUIPMENT INC 1119595-00			550.50
100-09-53311-700-000 Hwy Dept - Equip Maintenance FROM 10/17/24 ROAD WATCH SS COM KIT 1119595-00			550.50
		Total	550.50
15790 10/23/2024 ULTRA BRIGHT LIGHTZ LLC W184866			2,298.91
100-09-53311-700-000 Hwy Dept - Equip Maintenance FROM 10/14/24 FLASHER,ROCKER PANEL,LIGHT W184866			2,298.91
		Total	2,298.91
15791 10/23/2024 VERIZON WIRELESS 9975565781			248.28
100-00-51600-500-022 Municipal Bldg - Telephone FROM 10/6-11/5 OFFICE 9975565781			350.56
100-09-53311-500-022 Hwy Dept - Telephone FROM 10/6-11/5 HWY DEPT 9975565781			244.25
100-00-51100-500-022 Village Board - Telephone FROM 10/6-11/5 BOARD 9975565781			41.38
100-07-52200-500-022 Fire Station 70 - Telephone FROM 10/6-11/5 FIRE 9975565781			884.47
		Total	884.47
15792 10/23/2024 W.S. DARLEY & CO 17541006, 17541785			519.98
100-06-52200-400-000 Fire Dept - Supplies/Services FROM 10/7 CAP 17541006			2,914.48
100-06-52200-400-000 Fire Dept - Supplies/Services FROM 10/16 HOSES 17541785			3,434.46
		Total	3,434.46
15793 10/23/2024 WINNEBAGO PEST CONTROL LLC 21347			90.00
100-09-53311-505-000 Hwy Dept - Building Maint 10/16 BAIT CHECK TOWN HALL,FIRE STATIONS 21347			90.00
		Total	90.00
15794 10/30/2024 BOBCAT PLUS LA03017			

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201-00-57220-000-000		Capital Outlay - Park Impact	285.00
		FRM 8/14 RENT HURRICANE DROP HAMMER-DEMO LA03017	
Total			285.00
15795	10/30/2024	BOUND TREE MEDICAL LLC	85530460, 85532189, 85533853
100-08-52300-000-000		1st Responders - Operating Exp	262.20
		FROM 10/18/24 GLOVES 85530460	
100-08-52300-000-000		1st Responders - Operating Exp	2.89
		FROM 10/21/24 NASAL CANNULA-INFANT 85532189	
100-08-52300-000-000		1st Responders - Operating Exp	11.56
		FROM 10/22 NASAL CANNULA INFANT 85533853	
Total			276.65
15796	10/30/2024	CALUMET COUNTY TREASURER-HIGHWAY DEPARTMENT	347, 348, 350
100-09-53311-903-000		Hwy Dept - Salt & Sand	667.65
		FROM 10/16 SNOW & ICE CONTROL 3/1-3/31	
100-09-53311-903-000		Hwy Dept - Salt & Sand	468.35
		FROM 10/16 SNOW & ICE CONTROL 4/1-4/30	
100-09-53311-903-000		Hwy Dept - Salt & Sand	715.00
		FROM 10/16 EQUIP & LABOR 7/1-7/31	
Total			1,851.00
15797	10/30/2024	FRANKS RADIO SERVICE INC	126261, 126262
100-06-52200-700-000		Fire Dept - Equip Maintenance	50.00
		FROM 10/21/24 REPAIR RADIO ANTENNA 126261	
100-06-52200-700-000		Fire Dept - Equip Maintenance	50.00
		FROM 10/21/24 REPAIR RADIO ANTENNA 126262	
Total			100.00
15798	10/30/2024	GOLD CROSS AMBULANCE SERVICE	8725
100-08-52300-000-000		1st Responders - Operating Exp	60.00
		FROM 10/24/24 MEDICAL SUPPLY-ALBUTEROL 8725	
Total			60.00
15799	10/30/2024	GREAT LAKES TESTING, INC	124991

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100-06-52200-700-000	10/18/24	Fire Dept - Equip Maintenance FROM FT GROUND LADDER 124991	569.00
Total			569.00
15800 9984-2771	10/30/2024	HIGHWAY LANDSCAPERS INC	Ⓢ
230-00-53441-000-000	10/16/24	Storm Sewer Maint / Ponds FROM EROSION MAT 9984-2771	120.00
Total			120.00
15801 24239	10/30/2024	HOSELINE INC	Ⓢ
100-06-52200-700-000	10/4/24	Fire Dept - Equip Maintenance FROM KIT REPLACE 24239	998.00
Total			998.00
15802 IN319707	10/30/2024	JEFFERSON FIRE & SAFETY	Ⓢ
100-06-52200-400-000	10/21/24	Fire Dept - Supplies/Services FROM GLOVES IN319707	622.66
Total			622.66
15803	10/30/2024	JEFFREY DOUGLASS GRADING ESCROW RETURN N9263 LAURA	Ⓢ
100-00-21060-000-000		Building Escrows Payable GRADING ESCROW RETURN N9263 LAURA	1,500.00
Total			1,500.00
15804	10/30/2024	LIMITLESS HOLDING COMPANY GRADING ESCROW RETURN N9250 CASSANDRA	Ⓢ
100-00-21060-000-000		Building Escrows Payable GRADING ESCROW RETURN N9250 CASSANDRA	1,500.00
Total			1,500.00
15805 45884540	10/30/2024	LINDE GAS & EQUIPMENT INC	Ⓢ
100-09-53311-400-000	10/21/24	Hwy Dept - Supplies FROM CYLINDER RENT 45884540	42.40
Total			42.40

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15806	10/30/2024	MCC, INC H0006-09-22-00644, H0006-09-24-00257-B	49,345.39
100-09-57330-000-000		Capital Outlay - Road Projects CERT PAY 2 2024 ASPHALT RESURFACING II H0006-09-24-00257-B	74,693.19
100-09-57330-000-000		Capital Outlay - Road Projects CERT PAY 2 STATE PARK RD CONSTRUCTION H0006-09-22-00644	Total 124,038.58
15807	10/30/2024	MIDWEST DESIGN HOMES INC GRADING ESCROW RETURN W5551 GREY	1,500.00
100-00-21060-000-000		Building Escrows Payable GRADING ESCROW RETURN W5551 GREY	Total 1,500.00
15808	10/30/2024	NORTHEAST ASPHALT INC H0006-09-24-00472, H0006-09-24-00257	52,056.83
100-09-57330-000-000		Capital Outlay - Road Projects CERT PAY 3 2024 ASPHALT RESURFACING H0006-09-24-00257	206,841.02
201-00-57220-000-000		Capital Outlay - Park Impact CERT PAY 1 FARMERS FIELD PARK PAVING H0006-09-24-00472	Total 258,897.85
15809	10/30/2024	OFFICE DEPOT BUSINESS CREDIT - VOH 6011568517636189	164.99
100-02-51400-400-000		Gen. Admin - Supplies FROM 9/28 CHAIR MATS	176.66
100-02-51400-400-000		Gen. Admin - Supplies FROM 10/10 PAPER	Total 341.65
15810	10/30/2024	POMASL FIRE EQUIPMENT INC 98163	1,539.43
100-06-52200-400-000		Fire Dept - Supplies/Services FROM 10/15/24 DICKE PATCHES 98163	Total 1,539.43
15811	10/30/2024	POMP'S TIRE SERVICE INC. 320158485	1,063.32
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 10/24 COMMERCIAL TIRES 320158485	

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			1,063.32
15812	10/30/2024	PRECISION SEALCOATING, INC. H0006-09-24-00266	Ⓢ
100-09-53311-900-000		Hwy Dept - Road Maintenance CERT PAY 1 FINAL 2024 CRACK SEAL PROGRAM H0006-09-24-00266	127,200.00
Total			127,200.00
15813	10/30/2024	RIESTERER & SCHNELL INC - Pulaski 2712700, 2713711	Ⓢ
100-09-53311-700-000		Hwy Dept - Equip Maintenance FROM 10/24/24 JOHN DEERE 6430 SERVICE 2712700	3,134.79
100-09-53311-700-000		Hwy Dept - Equip Maintenance FROM 10/25/24 JOHN DEERE 6430 REPAIR 2713711	671.12
Total			3,805.91
15814	10/30/2024	SCHMIDT BROS CUSTOM HOMES INC GRADING ESCROW RETURN N9246 LAURA	Ⓢ
100-00-21060-000-000		Building Escrows Payable GRADING ESCROW RETURN N9246 LAURA	1,500.00
Total			1,500.00
15815	10/30/2024	SUPERIOR CHEMICAL LLC 403111	Ⓢ
100-06-52200-400-000		Fire Dept - Supplies/Services FROM 10/24/24 FOAM SOAP, URINAL SCREENS 403111	201.28
Total			201.28
15816	10/30/2024	TECC SECURITY SYSTEMS INC 63469	Ⓢ
100-02-51400-400-006		Gen. Admin - Service Contracts FRM 10/21 FIRE ALARM FROM KEYPAD REPAIR 63469	401.25
Total			401.25
15817	10/30/2024	THEDACARE AT WORK 360636	Ⓢ
100-06-52200-401-000		Fire Dept - Physicals FROM 10/15/24 PHYSICALS P BIOLO, M LAW 360636	1,144.00
Total			1,144.00

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
15818	10/30/2024	WENDEL	Ⓢ
634501-1			
100-06-57220-000-000		Fire Dept - Capital Outlay	14,277.61
		FRM 10/9/24 PUBLIC SAFETY BUILDING STUDY 634501-1	
		Total	14,277.61
		Grand Total	1,300,884.41

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	725,341.71
Total Expenditure from Fund # 201 - PARK IMPACT FEES	227,712.53
Total Expenditure from Fund # 230 - STORM WATER UTILITY FEES	19,102.46
Total Expenditure from Fund # 240 - FEDERAL FUNDS - ARPA	105,756.12
Total Expenditure from Fund # 401 - TAX INCREMENTAL DISTRICT #1	203,367.48
Total Expenditure from Fund # 402 - TAX INCREMENTAL DISTRICT #2	14,015.11
Total Expenditure from Fund # 405 - TAX INCREMENTAL DISTRICT #5	5,589.00
Total Expenditure from all Funds	1,300,884.41

PAYROLL

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NICOLET (INVESTORS) BANK VOH Payroll Checks
Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	53,958.85
Total Expenditure from Fund # 610 - WATER UTILITY	14,136.50
Total Expenditure from Fund # 620 - SEWER UTILITY	14,709.46
Total Expenditure from all Funds	82,804.81

Bills & Claims - Harrison Utilities

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UTILITIES EXPENSE NICOLET

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT	10/02/2024	PSN INVOICE - UTILITIES	Ⓢ
SEP 2024 PSN Monthly Fee		Manual Check	
610-00-57923-000-000		Outside Services Employed	24.97
SEP 2024 PSN Monthly Fee		3004400	
620-00-57852-000-000		Outside Services Employed	24.98
SEP 2024 PSN Monthly Fee		3004400	
610-00-47400-000-000		Other Water Revenue	15.00
PSN Chargeback Fee		3004400	
		Total	64.95
		Grand Total	64.95

Bills & Claims - Harrison Utilities

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UTILITIES EXPENSE NICOLET Accounting Checks

Posted From: 10/01/2024 From Account:

Thru: 10/31/2024 Thru Account:

	Amount
Total Expenditure from Fund # 610 - WATER UTILITY	39.97
Total Expenditure from Fund # 620 - SEWER UTILITY	24.98
Total Expenditure from all Funds	64.95

Bills & Claims - Harrison Utilities

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT 10/01/2024 VERIZON WIRELESS - UTILITIES			☺
SHARE OF EMERGENCY PHONE			Manual Check
610-00-57641-000-000	Operation Supplies & Expenses		17.23
SHARE OF EMERGENCY PHONE 9973386431			
620-00-57827-000-000	Operation Supplies & Expenses		42.69
LS6 DIALER & SHARE OF EMERGENCY PHONE 9973386431			
Total			59.92
EFT 10/03/2024 WE ENERGIES - 00007			☺
0705461764-00007 LS#6 Electric & Gas			Manual Check
620-00-57821-000-000	Fuel/Power Purchase - Pumping		79.24
0705461764-00007 LS#6 Electric & Gas 10032024-00007			
Total			79.24
EFT 10/08/2024 KWIK TRIP - UTILITIES			☺
09/30/24-FUEL			Manual Check
610-00-57933-000-000	Transportation Expense		274.52
09/30/24-FUEL NP67168401			
620-00-57828-000-000	Transportation Expense		274.52
09/30/24-FUEL NP67168401			
Total			549.04
EFT 10/08/2024 MARCO TECHNOLOGIES LLC - UTILITIES			☺
09/25/24 Copier Lease & Usage			Manual Check
610-00-57921-000-000	Office Supplies & Expenses		90.87
09/25/24 Copier Lease & Usage 37530699			
620-00-57851-000-000	Office Supplies & Expenses		90.87
09/25/24 Copier Lease & Usage 37530699			
Total			181.74
EFT 10/09/2024 WE ENERGIES - 00003			☺
0705461764-00003 COA Mtr #2 - Electric			Manual Check
610-00-57641-000-000	Operation Supplies & Expenses		24.72
0705461764-00003 COA Mtr #2 - Electric 10092024-00003			
Total			24.72
EFT 10/15/2024 WE ENERGIES - 00006			☺
0705461764-00006 Fox Crsng Mtr - Elec			Manual Check
610-00-57641-000-000	Operation Supplies & Expenses		18.69
0705461764-00006 Fox Crsng Mtr - Elec 10152024-00006			

Bills & Claims - Harrison Utilities

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			18.69
EFT 10/15/2024	WE ENERGIES - 00010		
0705461764-00010 LS#4 - Gas	Manual Check		
620-00-57821-000-000	Fuel/Power Purchase - Pumping		12.69
0705461764-00010 LS#4 - Gas	10152024-00010		
Total			12.69
EFT 10/24/2024	CHARTER COMMUNICATIONS - UTILITIES		
Acct# 8348 10 427 0026135 Internet	Manual Check		
610-00-57921-000-000	Office Supplies & Expenses		64.99
Acct# 8348 10 427 0026135 Internet	153078301100724		
620-00-57851-000-000	Office Supplies & Expenses		65.00
Acct# 8348 10 427 0026135 Internet	153078301100724		
Total			129.99
EFT 10/24/2024	WE ENERGIES - 00004		
0705461764-00004 LS#3 Electric	Manual Check		
620-00-57821-000-000	Fuel/Power Purchase - Pumping		80.25
0705461764-00004 LS#3 Electric	10242024-00004		
Total			80.25
EFT 10/25/2024	MENASHA UTILITIES		
ACCT#3266037-00 Elec Plank Rd-Meter Pit	Manual Check		
620-00-57827-000-000	Operation Supplies & Expenses		11.34
ACCT#3266037-00 Elec Plank Rd-Meter Pit			
610-00-57641-000-000	Operation Supplies & Expenses		17.25
ACCT#3265998-00 COA Water #1 Electric			
620-00-57821-000-000	Fuel/Power Purchase - Pumping		1,408.60
ACCT#3265946-00 LS #4 Electric			
620-00-57827-000-000	Operation Supplies & Expenses		12.54
ACCT#3265946-00 Storm Water Charge			
Total			1,449.73
EFT 10/28/2024	AT&T - UTILITIES		
ACCT#920-380-0991 MTR STN #2 DIALER	Manual Check		
610-00-57641-000-000	Operation Supplies & Expenses		23.11
ACCT#920-380-0991 MTR STN #2 DIALER	920380099110-24		
620-00-57827-000-000	Operation Supplies & Expenses		44.04
ACCT#920-380-0977 LS#3 DIALER	920380099110-24		

Bills & Claims - Harrison Utilities

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
620-00-57827-000-000		Operation Supplies & Expenses	44.04
		ACCT#920-380-0982 LS#2 DIALER 920380099110-24	
620-00-57827-000-000		Operation Supplies & Expenses	44.04
		ACCT#920-380-0987 LS#1 DIALER 920380099110-24	
610-00-57641-000-000		Operation Supplies & Expenses	43.85
		ACCT#920-380-0992 MTR STN #1 DIALER 920380099110-24	
620-00-57827-000-000		Operation Supplies & Expenses	0.00
		ACCT#920-380-0996 LS#4 DIALER 920380099110-24	
Total			199.08
EFT	10/28/2024	WE ENERGIES - 00005	Ⓢ
0705461764-00005	HU Main - Gas	Manual Check	
610-00-57921-000-000		Office Supplies & Expenses	7.91
		0705461764-00005 HU Main - Gas 10282024-00005	
620-00-57851-000-000		Office Supplies & Expenses	7.91
		0705461764-00005 HU Main - Gas 10282024-00005	
Total			15.82
EFT	10/28/2024	WE ENERGIES - 00001	Ⓢ
0705461764-00001	LS#1 Electric & Gas	Manual Check	
620-00-57821-000-000		Fuel/Power Purchase - Pumping	254.55
		0705461764-00001 LS#1 Electric & Gas 10282024-00001	
Total			254.55
EFT	10/28/2024	WE ENERGIES - 00009	Ⓢ
0705461764-00009	HU Main - Electric	Manual Check	
610-00-57921-000-000		Office Supplies & Expenses	458.55
		0705461764-00009 HU Main - Electric 10282024-00009	
620-00-57851-000-000		Office Supplies & Expenses	458.56
		0705461764-00009 HU Main - Electric 10282024-00009	
Total			917.11
EFT	10/28/2024	WE ENERGIES - 00002	Ⓢ
0705461764-00002	LS#2 Electric	Manual Check	
620-00-57821-000-000		Fuel/Power Purchase - Pumping	53.36
		0705461764-00002 LS#2 Electric 10282024-00002	
Total			53.36
EFT	10/29/2024	WE ENERGIES - 00007	Ⓢ
0705461764-00007	LS#6 Electric & Gas	Manual Check	

Bills & Claims - Harrison Utilities

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
620-00-57821-000-000		Fuel/Power Purchase - Pumping	69.81
		0705461764-00007 LS#6 Electric & Gas 10292024-00007	
Total			69.81
EFT 10/29/2024		VERIZON WIRELESS - UTILITIES	Ⓢ
SHARE OF EMERGENCY PHONE		Manual Check	
610-00-57641-000-000		Operation Supplies & Expenses	17.24
		SHARE OF EMERGENCY PHONE 9975811018	
620-00-57827-000-000		Operation Supplies & Expenses	42.78
		LS6 DIALER & SHARE OF EMERGENCY PHONE 9975811018	
Total			60.02
10817 10/02/2024		CLEAN WATER TESTING LLC	Ⓢ
9/23/24		Monthly Water Bacteria Tests	
610-00-57641-000-000		Operation Supplies & Expenses	96.00
		9/23/24 Monthly Water Bacteria Tests 9009353253	
Total			96.00
10818 10/02/2024		GFL ENVIRONMENTAL	Ⓢ
U30000159568			
610-00-57930-000-000		Miscellaneous General Expense	61.86
		COMMERCIAL TRASH DUMPSTER/RECY OCT U30000159568	
620-00-57856-000-000		Miscellaneous General Expense	61.86
		COMMERCIAL TRASH DUMPSTER/RECY OCT U30000159568	
Total			123.72
10819 10/02/2024		HERRLING CLARK LAW FIRM LTD	Ⓢ
Legal Services through 9/18/24			
610-00-57923-000-000		Outside Services Employed	1,422.06
		Legal Services through 9/18/24	
620-00-57852-000-000		Outside Services Employed	1,422.07
		Legal Services through 9/18/24	
Total			2,844.13
10820 10/02/2024		PUBLIC SERVICE COMMISSION OF WISCONSIN	Ⓢ
23-24 Net Remainder & 24-25 Advance			
610-00-57408-000-000		Taxes	1,672.53
		2024-2025 Advance Assessment RA25-I-06335	
610-00-57408-000-000		Taxes	129.84
		2023-2024 Net Remainder RA25-I-06335	

Bills & Claims - Harrison Utilities

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			1,802.37
10821	10/02/2024	SUPERIOR CHEMICAL LLC	Ⓢ
9/30/24 Statement for Customer 7618			
610-00-57935-000-000		Maintenance of General Plant	151.30
	9/11/24	Ice Melter (10ct) 400113	
620-00-57834-000-000		Maintenance of General Plant	151.30
	9/11/24	Ice Melter (10ct) 400113	
610-00-57935-000-000		Maintenance of General Plant	42.32
	9/11/24	Odor Counteractant (12ct) 400114	
620-00-57834-000-000		Maintenance of General Plant	42.33
	9/11/24	Odor Counteractant (12ct) 400114	
Total			387.25
10822	10/02/2024	T-MOBILE	Ⓢ
982397755			
610-00-57641-000-000		Operation Supplies & Expenses	15.75
FROM 8/21/24-8/29/24 UTILITIES PADS			
620-00-57827-000-000		Operation Supplies & Expenses	15.75
FROM 8/21/24-8/29/24 UTILITIES PADS			
Total			31.50
10823	10/09/2024	COMMUNITY FIRST CU - VISA	Ⓢ
9/27/24 *7107, *6280, & *7123			
610-00-57930-000-000		Miscellaneous General Expense	8.70
	8/31/24	Amazon Misc. Supplies	
620-00-57856-000-000		Miscellaneous General Expense	8.71
	8/31/24	Amazon Misc. Supplies	
610-00-57921-000-000		Office Supplies & Expenses	53.50
	9/17/24	Amazon Office Supplies	
620-00-57851-000-000		Office Supplies & Expenses	53.50
	9/17/24	Amazon Office Supplies	
620-00-57832-000-000		Maint Collection Syst Pumping	132.99
	8/31/24	Amazon Engine Heater	
610-00-57921-000-000		Office Supplies & Expenses	6.82
	8/22/24	ADOBE MONTHLY SUBSCRIPTION	
620-00-57851-000-000		Office Supplies & Expenses	6.82
	8/22/24	ADOBE MONTHLY SUBSCRIPTION	
Total			271.04

Bills & Claims - Harrison Utilities

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
10824	10/09/2024	CRANE ENGINEERING SALES INC	Ⓢ
9/20/24	TWO SULZER PUMPS AT LS2		
620-00-18323-000-000	Electric Pumping Equipment		19,396.00
9/20/24	TWO SULZER PUMPS AT LS2	461201-00	
Total			19,396.00
10825	10/09/2024	FOX CROSSING UTILITIES	Ⓢ
ACCOUNT	14053-44503		
610-00-57601-000-000	Purchased Water - COA / FC		671.32
6/19/24-9/23/24	Water Base & Vol		
Total			671.32
10826	10/09/2024	SERVICEMASTER BUILDING MAINTENANCE	Ⓢ
10/1/24 - OCT 2024	CLEANING SERVICE		
610-00-57935-000-000	Maintenance of General Plant		162.50
10/1/24 - OCT 2024	CLEANING SERVICE	45850	
620-00-57834-000-000	Maintenance of General Plant		162.50
10/1/24 - OCT 2024	CLEANING SERVICE	45850	
Total			325.00
10827	10/09/2024	SOMMERVILLE FLAG	Ⓢ
9/19/24	Flags (4qty)		
610-00-57930-000-000	Miscellaneous General Expense		198.00
9/19/24	Flags (4qty)	9/19/24	
620-00-57856-000-000	Miscellaneous General Expense		198.00
9/19/24	Flags (4qty)	9/19/24	
Total			396.00
10828	10/09/2024	VALERIE FIERRO	Ⓢ
101-0554-02	CREDIT BAL REFUND		
610-00-46300-000-000	Public Fire Protection Service		3.01
101-0554-02	CREDIT BAL REFUND		
620-00-46221-000-000	Residential Measured Service		35.88
101-0554-02	CREDIT BAL REFUND		
610-00-46101-000-000	Residential Metered Sales		37.35
101-0554-02	CREDIT BAL REFUND		
Total			76.24
10829	10/09/2024	VILLAGE OF HARRISON - UTILITIES REIMB	Ⓢ
REIMBURSE 13%	LEASE POSTAGE MACHINE		

Bills & Claims - Harrison Utilities

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
610-00-57921-000-000		Office Supplies & Expenses	26.38
		REIMBURSE 13% LEASE POSTAGE MACHINE	
620-00-57851-000-000		Office Supplies & Expenses	26.38
		REIMBURSE 13% LEASE POSTAGE METER	
610-00-57921-000-000		Office Supplies & Expenses	127.52
		REIMBURSE POSTAGE 3RD QTR	
620-00-57851-000-000		Office Supplies & Expenses	127.52
		REIMBURSE POSTAGE 3RD QTR	
Total			307.80

10830	10/16/2024	BATTERIES PLUS LLC	
Cust ID 9207310002			
610-00-57935-000-000		Maintenance of General Plant	41.90
		10/3/24 Batteries at Water Connections P76457558	
Total			41.90

10831	10/16/2024	CRANE ENGINEERING SALES INC	
Cust# 93880			
620-00-18323-000-000		Electric Pumping Equipment	23,033.00
		9/30/24 VFDs LS1, LS2, LS3, & LS4 461206-00	
Total			23,033.00

10832	10/16/2024	GANNETT WISCONSIN LOCALiQ	
Village of Harrison & Harrison Utilities			
610-00-57930-000-000		Miscellaneous General Expense	25.61
		9/12/24 Ord & Res Publication 6656265	
620-00-57856-000-000		Miscellaneous General Expense	25.61
		9/12/24 Ord & Res Publication 6656265	
620-00-57856-000-000		Miscellaneous General Expense	195.22
		9/11/24 LS3FM Bid Publication 6656545	
Total			246.44

10833	10/23/2024	VERIZON WIRELESS	
9975565781			
610-00-57641-000-000		Operation Supplies & Expenses	61.40
		FROM 10/6-11/5 UTILITIES PHONES 9975565781	
620-00-57827-000-000		Operation Supplies & Expenses	61.40
		FROM 10/6-11/5 UTILITIES PHONES 9975565781	
610-00-57641-000-000		Operation Supplies & Expenses	60.01
		FROM 10/6-11/5 UTILITIES PADS 9975565781	

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
620-00-57827-000-000		Operation Supplies & Expenses	60.02
	FROM 10/6-11/5	UTILITIES PADS 9975565781	
Total			242.83
10834	10/23/2024	WINNEBAGO PEST CONTROL LLC	
21347			
610-00-57935-000-000		Maintenance of General Plant	15.00
	FROM 10/16	BAIT CHECK HARRISON UTILITIES 21347	
620-00-57834-000-000		Maintenance of General Plant	15.00
	FROM 10/16	BAIT CHECK HARRISON UTILITIES 21347	
Total			30.00
10835	10/30/2024	BOUCHER'S HEATING & COOLING, INC.	
	10/8/24	Furnace Insp & Maint	
610-00-57935-000-000		Maintenance of General Plant	616.50
	10/8/24	Furnace Insp & Maint i5635	
620-00-57834-000-000		Maintenance of General Plant	616.50
	10/8/24	Furnace Insp & Maint i5635	
Total			1,233.00
10836	10/30/2024	CLEAN WATER TESTING LLC	
		Multiple Invoices	
610-00-57641-000-000		Operation Supplies & Expenses	48.00
	10/17/24	Monthly Water Bacteria Tests 9009452961	
610-00-57641-000-000		Operation Supplies & Expenses	48.00
	10/17/24	Monthly Water Bacteria Tests 9009456936	
610-00-57641-000-000		Operation Supplies & Expenses	180.00
	10/22/24	Quarterly DBP Tests 9009465397	
Total			276.00
10837	10/30/2024	MARTENSON & EISELE INC	
		Engineering Services Through 9/30/24	
610-00-57923-000-000		Outside Services Employed	225.00
		General Requests through 9/30/24 64544	
620-00-57852-000-000		Outside Services Employed	225.00
		General Requests through 9/30/24 64544	
620-00-57852-000-000		Outside Services Employed	2,238.75
		LS3 FM Project through 9/30/24 64540	
610-00-13143-000-000		Due from Developers	4,720.00
		Breezy Meadows through 9/30/24 64538	

Bills & Claims - Harrison Utilities

11/07/2024 3:29 PM Reprint Check Register - Full Report - ALL Page: 9
ACCT

UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 10/01/2024 From Account:
Thru: 10/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
620-00-13143-000-000	Due from Developers		4,720.00
	Breezy Meadows through 9/30/24	64538	
610-00-13143-000-000	Due from Developers		334.62
	Woodland Lakes Cottages Through 9/30/24	64537	
620-00-13143-000-000	Due from Developers		334.63
	Woodland Lakes Cottages Through 9/30/24	64537	
Total			12,798.00

10838 10/30/2024 NEENAH-MENASHA SEWERAGE COMMISSION
NOV 2024 Bill Based on SEP 2024 Measures



620-00-57829-000-000	Sewerage Treatment Charges		12,657.08
	NOV 2024 Bill Based on SEP 2024 Measures	2024-282	
620-00-57870-000-000	NMSC Capital Charges-Int Exp		1,426.00
	NOV 2024 CWF Loan - Interest	2024-288	
620-00-57875-000-000	NMSC Capital Charges-Amort Exp		5,870.00
	NOV 2024 CWF Loan - Debt	2024-288	
620-00-57870-000-000	NMSC Capital Charges-Int Exp		378.00
	NOV 2024 SLDG BLDG LOAN INTEREST	2024-288	
620-00-57875-000-000	NMSC Capital Charges-Amort Exp		2,097.00
	NOV 2024 SLDG BLDG LOAN DEBT	2024-288	
Total			22,428.08

10839 10/30/2024 USABLUBOOK
Customer #997628



610-00-57641-000-000	Operation Supplies & Expenses		533.20
	10/9/24 Fire Flow Diffuser	508675	
Total			533.20

Grand Total 91,746.58

Bills & Claims - Harrison Utilities

UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 10/01/2024From Account:

Thru: 10/31/2024Thru Account:

	Amount
Total Expenditure from Fund # 610 - WATER UTILITY	12,854.93
Total Expenditure from Fund # 620 - SEWER UTILITY	78,891.65
Total Expenditure from all Funds	91,746.58

VILLAGE BOARD MEETING**From:**

Chad Pelishek, Assistant Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Acceptance of \$25,000 grant from Kiwanis Club of Darboy for the Farmers Field Concession Building and Check Presentation from Kiwanis Club

Issue:

Does the Village Board wish to accept \$25,000 from the Kiwanis Club of Darboy for the Farmers Field Concession Stand Building.

Background and Additional Information:

None

Budget Impacts:

\$25,000 revenue

Recommended Action:

Motion to accept the \$25,000 grant from the Kiwanis Club of Darboy.

Attachments:

- [3486_001.pdf](#)



N178 County Rd N
Appleton, WI 54915
darboykiwanis@gmail.com

October 30, 2024

Chad Pelishek
Harrison Assistant Village Manager
W5298 State Rd 114
Harrison, WI 54952

Dear Chad,

I am pleased to inform you that at our recent Board of Directors meeting, a Legacy Project grant to support the **Farmers Field Concession Building** project in the amount of \$25,000 was awarded to the Village of Harrison.

The Kiwanis Club of Darboy is happy to partner with the village on this project that will enhance the outdoor recreation opportunities for kids and families in the Darboy area. Thank you for submitting such a well-detailed application.

The next step in the process would be to set up a short meeting so that we can arrange for a check presentation. We'd like to generate some social media publicity or perhaps a Times-Villager piece to help highlight the work that our club does in the Darboy community.

Please reach out to us via our club's email - darboykiwanis@gmail.com or contact me directly by phone or text (920) 851 - 3188

We look forward to seeing this project completed.

Sincerely,

A handwritten signature in black ink that reads 'Ron Simonis'. The signature is written in a cursive, flowing style.

Ron Simonis
Darboy Kiwanis

VILLAGE BOARD MEETING**From:**

Chad Pelishek, Assistant Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Concept Plan- Mel Baeten and Bill Bowers

Issue:

Does the Village Board wish to accept the concept plan for development off Highline Road as submitted by Mel Baeten and Bill Bowers?

Background and Additional Information:

None

Budget Impacts:

None

Recommended Action:

Motion as determined by the Board.

Attachments:

- [3506_001.pdf](#)
- [3507_001.pdf](#)

Bill & Mel, LLC
522 Harold Way
Appleton, WI 54915

November 4, 2024

Village of Harrison
W5298 State Rd 114
Harrison, WI 54952

Dear Village of Harrison,

In light of the many ideas that have been presented for development of the acreage on Highline Road, we would like to propose one more that we believe everyone will be in favor of as it is a win-win situation for the Village. This proposal addresses primarily the Sprangers acreage with the idea of making its approximately first 8 acres commercial zoning containing 16 condominium lots (see attached illustration). There would be no need for a road in this portion of the plan and thus no snow removal and/or maintenance costs for the Village; only revenue. Similarly to this development, the 15 lots of approximately the same size comprising the Crossroads Business Park development cost the Village substantial amounts in infrastructure costs. The Crossroads Business Park lots are selling for approximately \$35,000/lot; our lots cost \$75,000/ea to develop which would translate into the lowest possible sales price and thus pose no competition to the Village. Naturally, the Crossroads Business Park lots are selling extremely quickly; ours will likely take years to sell.

As you will see from the attached illustration, this plan would likely be broken into stages with the first stage being a request to zone approximately 8 acres commercial (the above-mentioned condominium development) and 18 acres as R1 zoning. All of the infrastructure including the storm sewer and roads for these 26 acres will be paid by Bill and Mel LLC. As a result, when you combine this potential zoning configuration with the Crossroads Business Park development, the result is 31 commercial lots each generating considerable revenue for the Village in water runoff income. Ideally this revenue would be allocated to Stage 2 or the storm sewer extending 200 acres south to Schmidt Rd (see attached).

As an added benefit of this proposal, the engineering has already been completed for this project generating even greater savings to the Village. Alternatively, should the Town oppose the proposal, we would likely follow suite with many of the property owners along Prosperity Drive -- three-year leases with large farmers who pay ample amounts to lease the land. This alternative leaves approximately 150 voters not happy with the smell.

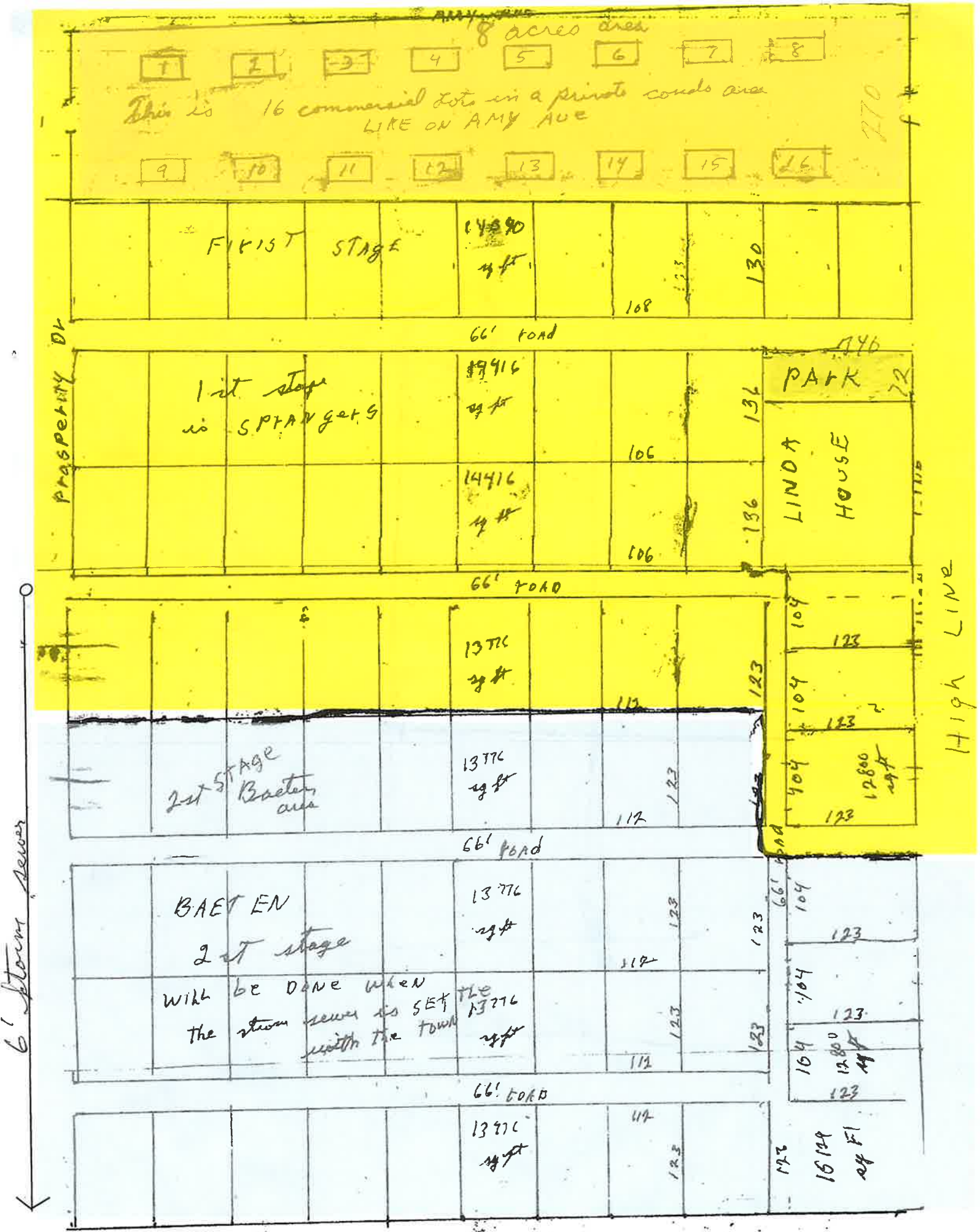
In summary, should this proposal be accepted, the acreage comprising Stage 1 would not cost the Village anything (as it did with the Crossroads Business Park development) but in contrast, actually generate revenue to alleviate the burden of Phase 2 or the future 6ft storm sewer cost extending to Schmidt Rd once the Village and Engineering determine who is responsible for that cost.

If you have any questions or need anything else, please feel free to reach us at 920.378.4747.

Thank you,

Mel Baeten & Bill Bowers

BILL & MEL, LLC



VILLAGE BOARD MEETING**From:**

Russ Van Gompel, Interim Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Resolution V2024-12, Creating the 2025 Annual Budget and Property Tax Levy for the Village of Harrison

Issue:

Should the Village adopt the 2025 Annual Budget and Property Tax Levy?

Background and Additional Information:

The Village Board held a Public Hearing on October 29, 2024 to hear comments regarding the proposed 2025 Annual Budget. The complete Budget file is available on the Village website.

After the public hearing was held, two changes were made to the budget, neither one affects the property tax levy. The first change was on page 3 to formalize and document the planned use of fund balance for the construction of the new Fire Station in the amount of \$3,500,000. The second change was to add a new item on page 53 for the 2025 Capital Improvement Projects to add \$150,000 for the Design of Fire Station 60.

The proposed tax levy totals \$4,600,000. If adopted the estimated tax rate would be \$3.59, or an increase of \$0.09 from last year's rate. On a home with an assessed value of \$250,000, the taxes for Village Services only would be \$898.36 or an increase of \$22.50.

Budget Impacts:

As proposed.

Recommended Action:

Motion to approve the proposed 2025 budget for the Village of Harrison and Resolution V2024-12 to formally establish the tax levy.

Attachments:

- [1 Tax Levy revised 10 21 24.pdf](#)
- [Budget Res Summary.pdf](#)
- [V2024-12 Resolution Adopting 2024 Annual Budget and Tax Levy.pdf](#)

TAX LEVY

	2021 Actual		2022 Actual		2023 Actual		2024 Budget		2025 Proposed		Budget \$ Change	Budget % Change
General Fund	\$	2,833,960	\$	2,906,793	\$	2,877,412	\$	3,207,500	\$	1,800,000	\$ (1,407,500)	-43.9%
Debt Service		779,094		860,030		812,738		1,200,000		1,300,000	\$ 100,000	8.3%
Capital Projects										1,500,000	\$ 1,500,000	0.0%
Total Tax Levy	\$	3,613,054	\$	3,766,823	\$	3,690,150	\$	4,407,500	\$	4,600,000	\$ 192,500	4.4%
Change from prev year			\$	153,769	\$	(76,673)	\$	717,350	\$	192,500		
% Change				4.26%		-2.04%		19.44%		4.37%		

Assessed Value (TID out)	\$	1,186,031,857	\$	1,208,125,589	\$	1,233,718,307	\$	1,257,347,333	\$	1,280,106,676	\$	22,759,343	1.8%
Assessed Rate		3.0463		3.1179		2.9911		3.5054		3.5935	\$	0.0881	2.5%
Equalized Value (TID Out)	\$	1,232,492,200	\$	1,298,513,200	\$	1,506,837,100	\$	1,741,223,800	\$	1,856,097,700	\$	114,873,900	6.6%
Equal Rate		2.9315		2.9009		2.4489		2.5313		2.4783	\$	(0.0529)	-2.1%
Fair Market Ratio		95.94%		93.15%		82.59%		73.01%		69.06%			

Ave Residence		250,000		250,000		250,000		250,000		250,000			
Village Taxes	\$	761.58	\$	779.48	\$	747.77	\$	876.35	\$	898.36			
Change from prev year				17.89		(31.71)		128.58		22.01			
										2.51%			

2025 GENERAL FUND PROPOSED BUDGET						
	2024 Budget		2024 Estimated	2025 Proposed	Budget \$ Change	Budget % Change
Revenue						
Taxes	\$	3,267,500	\$ 4,446,894	\$ 1,860,000	\$ (1,407,500)	-43.08%
Special Assessments		324,110	531,594	359,200	\$ 35,090	10.83%
Intergovernmental		999,333	1,092,327	1,039,700	\$ 40,367	4.04%
License and Permits		289,950	414,816	281,400	\$ (8,550)	-2.95%
Fines and Forfeitures		8,000	8,708	6,000	\$ (2,000)	-25.00%
Charges for Services		1,719,253	1,598,312	1,699,600	\$ (19,653)	-1.14%
Miscellaneous		2,036,000	1,033,719	720,000	\$ (1,316,000)	-64.64%
Total Revenue	\$	8,644,146	\$ 9,126,370	\$ 5,965,900	\$ (2,678,246)	-30.98%
Expenditures						
General Government	\$	1,205,065	\$ 1,084,889	\$ 1,619,400	\$ 414,335	34.38%
Public Safety		1,372,247	1,484,066	1,969,400	\$ 597,153	43.52%
Public Works		2,385,228	2,171,204	2,296,600	\$ (88,628)	-3.72%
Health and Human Sevices		2,200	500	500	\$ (1,700)	-77.27%
Parks and Trails		60,000	61,200	80,000	\$ 20,000	33.33%
Capital Outlay		5,675,166	4,835,386	-	\$ (5,675,166)	-100.00%
Total Expenditures	\$	10,699,906	\$ 9,637,245	\$ 5,965,900	\$ (4,734,006)	-44.24%
Revenue less Expenditures	\$	(2,055,760)	\$ (510,875)	\$ -		
Beginning Fund Balance	\$	9,247,242	\$ 9,247,242	\$ 8,736,367		
Ending Fund Balance	\$	7,191,482	\$ 8,736,367	\$ 8,736,367		

2025 PROPOSED SUMMARY ALL FUNDS				
	2024 PROJECTED BALANCE	2025 PROPOSED REVENUES	2025 PROPOSED EXPENDITURES	2025 PROJECTED BALANCE
General Fund	\$ 8,736,367	\$ 5,965,900	\$ 5,965,900	\$ 8,736,367
Special Revenue Funds				
Park Impact Fees	855,263	150,000	445,000	560,263
Law Enforcement Impact	103,994	9,000	-	112,994
Fire Impact Fee	882,594	80,000	-	962,594
Stormwater	439,191	450,000	292,500	596,691
Total Special Revenue Funds	\$ 2,281,042	\$ 689,000	\$ 737,500	\$ 2,232,542
Debt Service Fund	\$ 43,780	\$ 1,300,000	\$ 1,300,000	\$ 43,780
Capital Projects Funds				
General Capital Projects	4,055,474	21,979,440	21,979,400	4,055,514
TID #1	712,149	1,260,522	701,125	1,271,546
TID #2	533,729	623,200	403,483	753,446
TID #3	130,052	-	40,150	89,902
TID #4	3,672	1,372,900	497,244	879,328
TID #5	(596,206)	-	-	(596,206)
TID #6	(261,569)	5,400	1,000	(257,169)
Total Capital Projects	\$ 4,577,301	\$ 25,241,462	\$ 23,622,402	\$ 6,196,361
Enterprise Funds				
Water Utility	10,140,245	1,627,900	1,713,140	10,055,005
Sewer Utility	15,331,990	1,427,370	1,296,920	15,462,440
Total Enterprise Funds	\$ 25,472,235	\$ 3,055,270	\$ 3,010,060	\$ 25,517,445

RESOLUTION V2024-12
VILLAGE OF HARRISON
Calumet and Outagamie Counties

**RESOLUTION CREATING THE 2025 ANNUAL BUDGET AND
PROPERTY TAX LEVY FOR THE VILLAGE OF HARRISON**

WHEREAS, the Villge Board of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin has reviewed the proposed revenues from all sources and the proposed expenditures for all governmental operations as prepared in the 2025 Annual Village Budget; and

WHEREAS, a Public Hearing on the Annual Budget was held on October 29, 2024, after due and proper notice of said Hearing having been given in accordance with the provisions of Section 65.90, Wis. Stats.; and

WHEREAS, it is necessary to levy a general property tax levy in the amount of \$4,600,000 to fund the expenses of the Village government as contained in the 2025 Annual Budget.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin, as follows:

1. That the 2025 Annual Village Budget, a summary of which is made a part hereof, shall be and is hereby approved.
2. That the property tax levy is hereby levied and placed upon the 2024 tax roll as follows:
General Fund \$1,800,000 and Debt Service Fund \$1,300,000, Capital Projects Fund \$1,500,000, for a total of \$4,600,000.
3. That the Village Clerk/Treasurer is hereby directed to prepare a tax roll for the year 2024 according to law for the Village of Harrison.

Adopted by the Village Board of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin, this 12th day of November, 2024.

VILLAGE OF HARRISON

By: _____
Allison Blackmer, Village President

Attest: _____
Vicki L. Tessen, Village Clerk

VILLAGE BOARD MEETING**From:**

Vicki Tessen, Clerk

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Resolution V2024-13 to Approve the 2025 Fee & Penalty Schedule

Issue:

Does the Board wish to approve or amend the Fee and Penalty Schedule?

Background and Additional Information:

While preparing the budget, the zoning and inspection departments' services were reviewed in connection with the actual costs incurred by the village and the fees charged to the resident. It was noted that some of the fees were not covering the village costs and should be amended for 2025.

Budget Impacts:

varies

Recommended Action:

Approve Resolution V2024-13 to amend the Fee & Penalty Schedule as presented and circulated.

Attachments:

- [V2024-13 Resolution Amending Fee & Penalty Schedule - draft 11.12.2024.pdf](#)
- [Fee & Penalty Schedule Appendix A Proposed 11 12 2024.pdf](#)

RESOLUTION V2024-13

VILLAGE OF HARRISON
Calumet and Outagamie Counties

RESOLUTION AMENDING FEE & PENALTY SCHEDULE

The Village Board of the Village of Harrison does hereby resolve as follows:

WHEREAS, under the Municipal Code, the Village Board has the authority to establish fees, penalties, and charges; and

WHEREAS, the Village Board may review all fees & penalties and adopt any changes necessary by resolution; and

WHEREAS, it is in the best interest of the Village to set fees for services at an amount that covers the costs associated with providing and sustaining said services; and

NOW THEREFORE, the Village of Harrison hereby amends the Fee & Penalty Schedule as follows:

CODE	DESCRIPTION	CURRENT	AMENDED
117.31(b)	Zoning Text Amendment	\$300	\$400
117.77(b)	Zoning Map Amendment	\$300	\$400
117.128(b)	Solar Energy System Permit	\$200	\$275
117.317	Conditional Use Permit	\$150	\$350
117.416	Accessory Building Permit	\$50	\$100
117.416	Deck Permit	\$25	\$75
117.416	Fence Permit	\$25	\$75

This resolution shall be in force and effect upon passage and publication or posting as required under Wis. Stat. §66.0103 and 61.50(1).

Adopted by the Village Board of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin, this 12th day of November 2024.

By: _____
Allison Blackmer, Village President

Attest: _____
Vicki L. Tessen, Village Clerk

CODE SECTION	DESCRIPTION	AMOUNT	PROPOSED
GENERAL PROVISIONS			
1.7(c)(1)	General Penalty - First Offense	\$1.00 - \$500.00	
1.7(c)(2)	General Penalty - Second Offense	\$1.00 - \$1,000.00	
1.7(g)(4)	Schedule of Deposit	per ordinance or statute	
1.7(g)(4)	Schedule of Deposit - Absence of deposit amount by ordinance or statute	\$100 plus costs	
ADMINISTRATION			
	Hard Copy (black and white)	\$0.05 per page	
	Hard Copy (color)	\$0.15 per page	
	Flash Drive	Actual Cost	
	Mailing & Shipping	Actual Cost	
	Paper to Digital	Fee Waived	
	Digital to Digital	Fee Waived	
	Minimum Research Cost/\$25 per hr	\$25.00	
ALCOHOL BEVERAGE			
4.27(a)	Class "A" Fermented Malt Beverage License	\$150.00	
4.27(b)(1)	Class "B" Fermented Malt Beverage License	\$100.00	
4.27(c)	Temporary Class "B" Fermented Malt Beverage License	\$10.00	
4.27(d)	Temporary "Class B" Wine License	\$10.00	
4.27(e)	Fermented Malt Beverage Wholesalers' License	\$25.00	
4.27(f)	"Class A" Intoxicating Liquor License	\$350.00	
4.27(g)	"Class B" Intoxicating Liquor License	\$350.00	
	"Class C" Wine License	\$100.00	
	Reserve "Class B" License	\$10,000.00	
4.28(d)	Publication Fee for Alcohol License	Actual Cost	
4.65	Operator License	1 yr \$35 / 2 yr \$50	
4.65	Provisional License	\$15.00	
4.33(a)	Change of Agent	\$10.00	
	Tobacco License	\$100.00	
ANIMALS			
6.23(a)	Harboring Dangerous Animals	\$100.00	
§ 174.07	Dogs Licensing		
6.42(a)(3)	Spayed or Neutered Dog	\$10.00	
6.42(a)(3)	Unaltered Dog	\$15.00	
6.42(a)(3)	Late Fee Applied after March 31	\$5.00	
BUSINESS LICENSE			
	Business	\$5	
	Non-Profit Organization	\$0	
EMERGENCY MANAGEMENT			
10.25	Fire Inspector Duties		
10.28	Initial inspection where violation is found	No Charge	
10.28	First re-inspection if violation still exists (by Fire Chief)	No Charge	
10.28	Second re-inspection (by Fire Chief) and violation still exists	\$50/inspection/violation	
10.28	Third and Fourth re-inspection (by Fire Chief) and violation still exists	\$100/inspection/violation	
10.28	Fifth or more re-inspection (by Fire Chief) and violation still exists	\$150/inspection/violation	
PARKS AND RECREATION			

18.7	Darboy Community Park Shelter Rental Fee (Resident)	\$75.00
18.7	Darboy Community Park Shelter Rental Fee (Non-Resident)	\$150.00
18.7	Village Hall Community Room Rental Fee	\$100.00
18.7	Street Closure Barricade Rental Fee	\$100.00
STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES		
22.160(a)	Right-of-Way (ROW) Permit	
22.92	New/Replace or Extend Culvert	\$150
22.94	Culvert Variance (with Village Approval)	\$150
22.159	Install/Replace Driveway Apron	\$50
22.250	Sump Pump Connection Violation	\$50 + court costs
22.191	Utility Permit - Base Fee + below	\$50
22.191	Open Cut Paving	\$1,500
22.191	Open Cut Gravel	\$1,000
22.191	Per Foot Charge (per lineal foot)	\$0.10 / lin. Ft.
22.193 & 22.90	Utility Right-of-Way Repair Escrow	\$1,500
	Regrade/Clean/Obstruction of Ditch	\$50
22.160	Late Fee for After the Fact Permit	\$150
BUILDINGS AND BUILDING REGULATIONS		
103.10	Demolition or Removal of Buildings Permit	\$25
103.10	If Building with No Utilities or New Permit Obtained	No Charge
103.29	1 & 2 Family Building Permits and Inspections	
103.29	New Construction - up to 2400 sq. ft.	\$2,095
103.29	New Construction - 2401 to 3500 sq. ft.	\$2,195
103.29	New Construction - 3501 to 5000 sq. ft.	\$2,295
103.29	New Construction - over 5000 sq. ft.	\$2,395
103.29	Manufactured Homes	\$2,095
103.29	Additions - Remodeling	
103.29	Base Fee	\$150
103.29	Remodel greater than \$10,000 value	\$300
103.29	Remodel less than \$10,000 value	\$200
103.29	Erosion Control	\$100
103.29	Electrical Service	\$100
103.29	Electrical Permit	\$100
103.29	Plumbing Permit	\$100
103.29	HVAC Permit	\$100
103.29	One Time Inspection	\$100
103.29	Attached Garage	\$300
103.29	Basement Remodel	\$300
103.29	Siding/Windows/Roof	\$50
103.29	Pools Permit Fees - seasonal/permanent	\$50/\$150
103.29	Unattached Garage greater than 200 sq ft	\$100
103.29	Egress Window	\$100
103.29	Escrow	\$1,500
103.122	Multi-Family and Commercial Permit Fees	
103.122	Building Permit	\$0.08 per sq ft
103.122	Base Fee	\$200

103.122	Plumbing	
103.122	Fixture Count	\$8 per fixture
103.122	Base Fee	\$100
103.122	Electrical Permit	\$0.08 per sq ft
103.122	Base Fee	\$100
103.122	Electrical Service <200 amp	\$85
103.122	Electrical Service >200 amp - 3 phase	\$100
103.122	Electrical Service Temporary	\$85
103.122	HVAC Permit	\$0.08 per sq ft
103.122	Base Fee	\$100
22.21	911 Sign	\$25
103.29	Decks	\$200
103.197	Pool Permit Fees - seasonal/permanent	\$50/\$150
IMPACT FEES		
103.231(c)	Park Impact Fees	
103.231(c)(1)	Single-Family Residential Development - per dwelling unit	\$1,176
103.231(c)(1)	Multi-Family Residential Development - per dwelling unit	\$1,090
103.231(a)	Law Enforcement Impact Fees	
103.231(a)(1)	Single-Family Residential Development - per dwelling unit	\$85
103.231(a)(1)	Multi-Family Residential Development - per dwelling unit	\$79
103.231(a)(2a)	Commercial & Institutional - per sq ft	x \$0.035
103.231(a)(2b)	Industrial - per sq ft	x \$0.026
103.231(b)	Fire Impact Fees	
103.231(b)(1)	Single-Family Residential Development - per dwelling unit	\$720
103.231(b)(1)	Multi-Family Residential Development - per dwelling unit	\$667
103.231(b)(2a)	Commercial & Institutional - per sq ft	X \$0.29
103.231(b)(2b)	Industrial - per sq ft	X \$0.22
CONSTRUCTION SITE EROSION CONTROL ZONING		
105.1	Construction Site Erosion Control Permit	
105.1	Less than 1-ac Disturbed Area	\$225
105.1	1-ac or more Disturbed Area	\$275
105.1	Less than 1-ac Disturbed Area - Inspection	\$25/week
105.1	1-ac or more Disturbed Area - Inspection	\$250 + \$25/week
MOBILE HOMES AND MOBILE HOME COMMUNITIES		
107.32	Permit Fee	\$25
STORM WATER MANAGEMENT AND ILLICIT DISCHARGE		
113.139	Post-Construction Storm Water Management Permit	
113.139	Less than 20,000 sq ft impervious surface	\$225
113.139	20,000 or more sq ft impervious surface	\$525
113.139	Less than 20,000 sq ft impervious surface - Inspection	0
113.139	20,000 or more sq ft impervious surface - Inspection	\$500
113.104	Illicit Discharge Abatement	Cost of Abatement
113.5(b)	Stormwater Utility ERU	\$60 per ERU
SUBDIVISIONS		
115	Subdivision Control	
115.11	Preliminary Plat	\$200 + \$5/lot

115.12	Final Plat	\$100 + \$5/lot
115.13	Certified Survey Map	\$75
	Condominium Plat	\$300 + \$5/unit
SMALL WIND ENERGY SYSTEMS		
119.7(a)	Small Wind Energy System, per tower	\$100
SOLID WASTE		
	Garbage and Recycling service	per service contract
20.160	Yard Waste Site	
20.163(f)	Yard Waste Sticker	\$20
20.163(f)	Forfeiture - first offense	\$50 + clean-up & court costs
20.163(f)	Forfeiture - second offense	\$100 + clean-up & court costs
20.163(f)	Forfeiture - third offense and each additional offense	\$250 + clean-up & court costs
20.19	Littering	
20.25	Forfeitures are set pursuant to the State of Wisconsin Revised Uniform Deposit and Bail Schedule for Conservation, Environmental Protection, ATV/UTV, Boat, OHM, And Snowmobile Violations, current edition.	Per WI Revised Uniform Deposit and Bail Schedule
20.25	Forfeiture - items not covered in WI Revised Uniform Deposit and Bail Schedule - <i>first offense</i>	\$50 + court costs
20.25	Forfeiture - items not covered in WI Revised Uniform Deposit and Bail Schedule - <i>second offense</i>	\$100 + court costs
20.25	Forfeiture - items not covered in WI Revised Uniform Deposit and Bail Schedule - <i>third offense and each additional offense</i>	\$250 + court costs
HARRISON UTILITIES (FORMERLY KNOWN AS WAVERLY SANITARY DISTRICT) FEES & PENALTIES		
30-108(1)	First Offense, per violation, together with the cost of prosecution	Not Less Than \$100 Nor More than \$500
30-108(2)	Second Offense, per violation, together with the cost of prosecution, if within the prior five (5) years the person was previously found guilty of violating any provision of this ordinance or any rule, regulation or order made hereunder, or any permit issued hereunder	Not Less Than \$500 Nor More than \$750
30-108(3)	Third Offense, per violation, together with the cost of prosecution, if with the prior five (5) years the person was previously found guilty two or more times of violating any provision of this ordinance or any rule, regulation or order made hereunder, or any permit issued hereunder	Not Less Than \$750 Nor More than \$1,000
30-206(a)(4)	Sewer Connection Fee - Lakeshore Area -	
	Single Family and Duplex Per Connection	\$200
	Multi-Family - First Unit Per Connection	\$200
	Multi-Family - Each Additional Unit Per Connection	\$160
	Commercial, Industrial, Institutional - Per Acre	\$360
30-206(a)(4)	Sewer Connection Fee - Lift Station 4 Service Area: Village of Harrison -	
	Single Family and Duplex Per Connection	\$520
	Multi-Family - First Unit Per Connection	\$520
	Multi-Family - Each Additional Unit Per Connection	\$420

	Commercial, Industrial, Institutional - Per Acre	\$940	
30-206(a)(4)	Sewer Connection Fee - Lift Station 4 Service Area: City of Menasha -		
	Single Family and Duplex Per Connection	\$270	
	Multi-Family - First Unit Per Connection	\$270	
	Multi-Family - Each Additional Unit Per Connection	\$220	
	Commercial, Industrial, Institutional - Per Acre	\$490	
30-206(a)(4)	Sewer Connection Fee - Lift Station 6 Service Area -		
	Single Family and Duplex Per Connection	\$2,060	
	Multi-Family - First Unit Per Connection	\$2,060	
	Multi-Family - Each Additional Unit Per Connection	\$1,650	
	Commercial, Industrial, Institutional - Per Acre	\$3,710	
30-216(c)	Sanitary Sewer Volume Charge Per 1,000 Gallons	\$4.86	
30-216(c)	Sanitary Sewer Monthly Service Charge -		
	5/8" Meter	\$13.58	
	1" Meter	\$33.95	
	1 1/2" Meter	\$76.13	
	2" Meter	\$108.65	
	3" Meter	\$164.61	
	4" Meter	\$202.68	
30-216(f)	Sanitary Sewer Late Payment Charge	1% Per Month of Total Unpaid Balance	
30-312(d)	Private Well Operation Permit	\$75.00	
30-401(b)(1)	Sanitary Sewer & Watermain Permit Administration Fee	\$250 (Subdivision) \$100 (Multi-Family) \$100 (Commercial)	
30-401(b)(2)	Sanitary Sewer & Watermain Permit Review and Inspection Fees	Actual Cost of Time and Materials	
ZONING			
117.31(b)	Text Amendment	\$300	\$400
117.77(b)	Map Amendment	\$300	\$400
117.93(b)	Application for PDO District	\$400	
117.127(c)	Home Business Permit	\$150	
117.128(b)	Solar Energy System Permit	\$200	\$275
117.133(e)(1)	Adult Entertainment Establishment Permit	\$200	
117.134©	Temporary Use & Structure Permit	\$100	
117.184(c)(4)(b)(2)	Sign Permit	\$100	
117.185(b)(6)	Off- Premise Sign Application	\$25 + \$0.15/sq ft	
117.186(b)(2)(b1)	Temporary Sign Permit	\$50	
117.186(b)(2)(b2)	Temporary Sign Deposit	\$100	
117.317	Conditional Use Permit	\$150	\$350
117.317(b)	Amending Public Hearing Notice	Same as Public Hearing	
117.376	Site Plan Review		
117.376	Commercial	\$300	
117.376	Industrial	\$500	
117.416	Zoning Permits		
117.416	New Construction or Replacement (residential, commercial, industrial or other building)	\$250	

117.416	Addition	\$100	
117.416	Accessory Building (i.e. detach garage, shed, etc.)	\$50	\$100
117.416	Accessory Structure (i.e. driveway)	\$25	
117.416	Deck	\$25	\$75
117.416	Fence	\$25	\$75
117.416(e)	Renewal Permit	1/2 new permit fee	
117.418(b)(2)(a)	Winter Temporary Zoning Occupancy Permit	\$50	
117.418(b)(2)(b)	Special 30-day Temporary Zoning Occupancy Permit	\$100	
117.418(a)	Zoning Certificate of Occupancy (when no Zoning Permit is required)	\$25	
117.362	Item Requiring a Public Hearing Notice	\$200	
	Lot Grade & Driveway Grade Check	\$1,045	
MISCELLANEOUS FEES			
	Fireworks Permit Application	\$50	
	Real Estate Inquiry	\$30	
	Real Estate Inquiry - Rush (2 business days)	\$60	
	Group (10+ parcels) Tax Information Requests - Mortgage Holders	\$0.25 per parcel	
28.178	WEEDS	reference 1.7	
	Short Term Rental New Permit	\$400	
	Short Term Rental Renewal Permit	\$200	

VILLAGE BOARD MEETING**From:**

Chad Pelishek, Assistant Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Approval of Certificate for Payments for Various Projects (Darboy Park Lighting Project and Crossroads Business Park).

Issue:

Does the Village Board wish to make various payments for projects?

Background and Additional Information:

None

Budget Impacts:

\$43,275.16 Park Impact Fees and \$233, 252.89 from TID 2

Recommended Action:

Motion to approve payments for Darboy Park Lighting Project for \$43,275.16 and Crossroads Business Park for \$233,252.89

Attachments:

- [_ Harrison Darboy Park Lighting Cert Pay 01.pdf](#)
- [' Harrison-Crossroads Cert Pay 01.pdf](#)



October 23, 2024

Village of Harrison
Attn: Chad Pelishek, Assistant Village Manager
W5298 Highway 114
Harrison, WI 54952

Re: Village of Harrison
Darboy Community Park-2024 Trail Lighting Improvements
Certificate for Payment #1
McM. No. H0006-09-24-00402

Dear Chad:

Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to Quality Electric LLC in the amount of \$43,275.16 for partial payment for work performed through October 11, 2024.

Please process the enclosed, and forward payment to Quality Electric LLC. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in blue ink, appearing to read "Lee R. Reibold".

Lee R. Reibold, P.E.
Associate / Municipal & Civil Engineer

LRR:mck

cc: Quality Electric LLC

Enclosure: Certificate for Payment #1

**CERTIFICATE FOR
PAYMENT**

VILLAGE OF HARRISON
W5298 Highway 114
Harrison, WI 54952

Contract No. H0006-09-24-00402
Project File No. H0006-09-24-00402
Certificate No. One (1)
Issue Date: October 23, 2024
Project: Village of Harrison-Darboy Community
Park-2024 Trail Lighting Improvements

This Is To Certify That, In Accordance With The Contract Documents Dated: September 9, 2024

QUALITY ELECTRIC LLC
709 Mill Street
P.O. BOX 123
Reedsville, WI 54230

Is Entitled To Partial Payment For Work Performed Through: October 11, 2024

- ☒ Contractor's Application For Payment Attached.
☒ Itemized Cost Breakdown Attached.

Original Contract	<u>\$125,507.95</u>	Completed To Date	<u>\$45,552.80</u>
Net Change Orders	<u>\$0.00</u>	Retainage <u>5%</u>	<u>\$2,277.64</u>
Current Contract Amount	<u>\$125,507.95</u>	Subtotal	<u>\$43,275.16</u>
		Previously Certified	<u>\$0.00</u>

Amount Due This Payment: \$43,275.16

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin



Lee R. Reibold, P.E.
Associate / Municipal & Civil Engineer

VILLAGE OF HARRISON
DARBOY COMMUNITY PARK 2024 TRAIL LIGHTING IMPROVEMENTS
PAYMENT CERTIFICATE #1 SUMMARY
H0006-09-24-00402

BASE BID				Payment Certificate #1		
Item	Qty	Unit	Description	Unit Price	Total	Total Cost
1.	1	L.S.	Lighting Control Cabinet L1 / Concrete Base / Meter Installation	\$7,854.22	\$ 7,854.22	\$ 3,927.11
2.	1	L.S.	Lighting Control Cabinet L2 / Concrete Base / Meter Installation	\$7,854.22	\$ 7,854.22	\$ 3,927.11
3.	24	Ea.	Light Bollard 'B1' with Base Complete	\$950.65	\$ 22,815.60	\$ 475.33
4.	8	Ea.	Light Bollard 'B2' with Base Complete	\$1,144.65	\$ 9,157.20	\$ 572.33
5.	6	Ea.	Polymer Concrete Handhold (12" x 12" 24"D) with Tier 8 Cover	\$904.97	\$ 5,429.82	\$ 452.49
6.	1	L.S.	1 Inch Schedule 40 PVC Conduit (Approx. 2,750 L.F.)	\$72,396.89	\$ 72,396.89	\$ 36,198.45
TOTAL (Items 1. through 6., Inclusive)				\$ 125,507.95	\$ 45,552.80	
				Completed to Date =	\$ 45,552.80	
				Project Retainage = 5%	\$ 2,277.64	
				Subtotal =	\$ 43,275.16	
				Previously Certified =	\$ -	
				Amount Due this Payment =	\$ 43,275.16	

McMAHON

ENGINEERS ARCHITECTS

McMahon Associates, Inc.
1445 McMahon Drive P.O. Box 1025
Neenah, WI 54956 Neenah, WI 54957-1025
Telephone: (920)751-4200
FAX: (920)751-4284

APPLICATION FOR PAYMENT

(Owner)

Village of Harrison
Calumet City, WI

PROJECT:

CONTRACTOR

Contract No.

Project No.

Application No.

Application Date

Period From

Darboy Community Park

QUALITY ELECTRIC LLC

H0006-09-2A-00402

2024-029

1

10/11/2024

10/11/2024 To 11/11/2024

Application Is Made For Payment In Connection With The Above Contract.

The following documents are attached:

- ☒ Schedule Of Values
- ☐ Schedule Of Unit Prices
- ☒ Inventory Of Stored Materials

The Present Status Of The Account For This Contract Is As Follows:

Original Contract	\$ 125,507.95
Net Change Orders	\$ 0 -
Current Contract Amount	\$ 125,507.95

Completed To Date	\$ 45,000.00
Retainage 5 %	\$ 2,250.00
Subtotal	\$ 42,750.00
Previous Applications	\$ 0.00

Amount Due This Application: \$ 42,750.00

The undersigned Contractor hereby swears, under penalty of perjury, that (1 All previous progress payments received from the Owner, on account of work performed under the Contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said Contract, being Applications For Payment numbered 1 through _____ inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated Oct 11 20 24

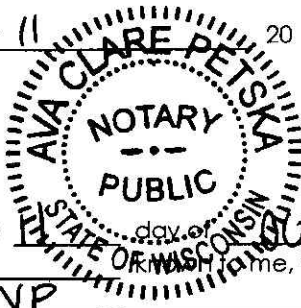
Quality Electric LLC
(contractor)

COUNTY OF
STATE OF

By

Tiffany Walt, VP
(name & title)

Before me on this



day of

October 20 24

personally appeared Tiffany Walt

me, who being duly sworn, did depose and say that he/she is the

of the Contractor above mentioned; that he/she

(title)

executed the above Application For Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission Expires:

August 4, 2028

Ava Clare Petiska
(Notary Public)

SCHEDULE OF VALUES

DARBOY COMMUNITY PARK TRAIL LIGHTING IMPROVEMENT

CONTRACT NO. H0006-09-24-00402

PO: 2024-029

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)	F THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + F + E)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
	MOBILIZATION	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 1.00	\$ -	\$ 200.00
	LABOR	\$ 60,507.95	\$ -	\$ 32,000.00	\$ -	\$ 32,000.00	\$ 0.53	\$ 28,507.95	\$ 1,600.00
	DAILY MATERIALS	\$ 12,000.00	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 0.75	\$ 3,000.00	\$ 450.00
	GEAR	\$ 24,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -
	FIXTURES	\$ 23,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,000.00	\$ -
	DEMOBILIZATION	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals:		\$ 125,507.95	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00	\$ 0.36	\$ 80,507.95	\$ 2,250.00



October 23, 2024

Village of Harrison
Attn: Chad Pelishek, Assistant Village Manager
W5298 Highway 114
Harrison, WI 54952

Re: Village of Harrison
Crossroads Business Park Utility & Street Construction
Certificate for Payment #1
McM. No. H0006-09-24-00507

Dear Chad:

Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to Gene Frederickson Trucking & Excavating, Inc. in the amount of \$233,252.89 for partial payment for work performed through October 18, 2024.

Please process the enclosed, and forward payment to Gene Frederickson Trucking & Excavating, Inc. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in blue ink, appearing to read "L. Reibold".

Lee R. Reibold, P.E.
Associate / Municipal & Civil Engineer

LRR:mck

cc: Gene Frederickson Trucking & Excavating, Inc.

Enclosure: Certificate for Payment #1

**CERTIFICATE FOR
PAYMENT**

VILLAGE OF HARRISON
W5298 Highway 114
Harrison, WI 54952

Contract No. H0006-09-24-00507
Project File No. H0006-09-24-00507
Certificate No. One (1)
Issue Date: October 23, 2024
Project: Village of Harrison – Crossroads
Business Park Utility & Roadway Const

This Is To Certify That, In Accordance With The Contract Documents Dated: September 9, 2024

GENE FREDERICKSON TRUCKING &
EXCAVATING, INC.
4450 FIELDCREST DRIVE
KAUKAUNA, WI 54130

Is Entitled To Partial Payment For Work Performed Through: October 18, 2024

- ☒ Contractor's Application For Payment Attached.
☒ Itemized Cost Breakdown Attached.

Original Contract	<u>\$1,215,005.90</u>	Completed To Date	<u>\$245,529.36</u>
Net Change Orders	<u>\$0.00</u>	Retainage <u>5%</u>	<u>\$12,276.47</u>
Current Contract Amount	<u>\$1,215,005.90</u>	Subtotal	<u>\$233,252.89</u>
		Previously Certified	<u>\$0.00</u>

Amount Due This Payment: \$233,252.89

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin



Lee R. Reibold, P.E.
Associate / Municipal & Civil Engineer

Crossroads Business Park
Utility & Street Construction
Village of Harrison
Payment Certificate #1 Summary
McM No. H0006-09-24-00507

Base Bid:

Item	Qty	Unit	Description	Unit Price	Total	Payment Certificate #1	
						Quantity	Total Cost
1.	2,103	LF	8 Inch Sanitary Sewer	\$61.00	\$ 128,283.00	1,870	\$ 114,070.00
2.	85.8	VF	48 Inch Sanitary Sewer Manhole Including Casting and Chimney Seal	\$662.00	\$ 56,799.60	67.78	\$ 44,870.36
3.	655	LF	6 Inch SCH 40 PVC Sanitary Sewer Lateral	\$41.00	\$ 26,855.00	454	\$ 18,614.00
4.	50	LF	6 Inch SCH 40 PVC Sanitary Sewer Lateral (Lot 9)	\$79.00	\$ 3,950.00	64	\$ 5,056.00
5.	2,250	LF	8 Inch Water Main	\$66.00	\$ 148,500.00	600	\$ 39,600.00
6.	6	Ea	8 Inch Resilient Wedge Gate Valve	\$2,926.00	\$ 17,556.00	1	\$ 2,926.00
7.	4	Ea	6 Inch Resilient Wedge Gate Valve	\$2,123.00	\$ 8,492.00	1	\$ 2,123.00
8.	4	Ea	Hydrant	\$6,376.00	\$ 25,504.00		\$ -
9.	50	LF	6 Inch Hydrant Lead	\$55.00	\$ 2,750.00		\$ -
10.	625	LF	2 Inch SDR 9 PE Water Lateral	\$25.00	\$ 15,625.00		\$ -
11.	60	LF	2 Inch SDR 9 PE Water Lateral (Lot 9)	\$66.00	\$ 3,960.00	72	\$ 4,752.00
12.	13	Ea	2 Inch Corporation, Curb Stop & Stop Box	\$1,273.00	\$ 16,549.00	1	\$ 1,273.00
13.	731	LF	36 Inch RCP Storm Sewer	\$113.00	\$ 82,603.00		\$ -
14.	600	LF	30 Inch RCP Storm Sewer	\$87.00	\$ 52,200.00		\$ -
15.	619	LF	24 Inch RCP Storm Sewer	\$61.00	\$ 37,759.00		\$ -
16.	53	LF	24 Inch Storm Sewer	\$53.00	\$ 2,809.00		\$ -
17.	351	LF	18 Inch RCP Storm Sewer	\$47.00	\$ 16,497.00		\$ -
18.	67	LF	18 Inch Storm Sewer	\$39.00	\$ 2,613.00		\$ -
19.	40	LF	15 Inch RCP Storm Sewer	\$48.00	\$ 1,920.00		\$ -
20.	181	LF	15 Inch Storm Sewer	\$38.00	\$ 6,878.00		\$ -
21.	144	LF	12 Inch RCP Storm Sewer	\$45.00	\$ 6,480.00		\$ -
22.	87	LF	12 Inch Storm Sewer	\$30.00	\$ 2,610.00		\$ -
23.	1	Ea	36 Inch RCP Flared End Section	\$5,035.00	\$ 5,035.00		\$ -
24.	1	Ea	30 Inch RCP Flared End Section	\$3,708.00	\$ 3,708.00		\$ -
25.	3	Ea	18 Inch RCP Flared End Section	\$1,948.00	\$ 5,844.00		\$ -
26.	2	Ea	12 Inch RCP Flared End Section	\$1,564.00	\$ 3,128.00		\$ -
27.	5.6	VF	84 Inch Diameter Storm Sewer Manhole	\$1,487.00	\$ 8,327.20		\$ -
28.	9.7	VF	72 Inch Diameter Storm Sewer Manhole	\$1,235.00	\$ 11,979.50		\$ -
29.	31.6	VF	60 Inch Diameter Storm Sewer Manhole	\$909.00	\$ 28,724.40		\$ -
30.	15.4	VF	48 Inch Diameter Storm Sewer Manhole	\$655.00	\$ 10,087.00		\$ -
31.	1	Ea	36 Inch Diameter Stand Pipe Outlet Structure with Trash Rack for Outlot 2 Pond	\$2,824.00	\$ 2,824.00		\$ -
32.	1	Ea	Trash Rack for Outlot 1 Pond Outlet Structure	\$620.00	\$ 620.00		\$ -
33.	1	Ea	Anti-Seep Collar	\$515.00	\$ 515.00		\$ -
34.	12	Ea	Catch Basin	\$2,307.00	\$ 27,684.00		\$ -
35.	600	LF	4 Inch Perforated Underdrain with Geotextile Sock	\$16.00	\$ 9,600.00		\$ -
36.	3	Ea	Yard Drain	\$2,052.00	\$ 6,156.00		\$ -
37.	1	LS	Utility Trench Compaction Certification	\$12,738.00	\$ 12,738.00	0.25	\$ 3,184.50
38.	1	LS	Common Pond Excavation (Estimated at 2,500 C.Y.)	\$36,242.00	\$ 36,242.00	0.25	\$ 9,060.50
39.	1	LS	Borrow for Stormwater Ponds (Estimated at 2,110 C.Y.)	\$3,108.00	\$ 3,108.00		\$ -
40.	16	CY	Light Rip-Rap with Type HR Fabric	\$50.00	\$ 800.00		\$ -
41.	31	CY	Medium Rip-Rap with Type HR Fabric	\$58.00	\$ 1,798.00		\$ -
42.	50	CY	Heavy Rip-Rap with Type HR Fabric	\$65.00	\$ 3,250.00		\$ -
43.	500	SY	Turf Reinforcement Mat, Class III, Type B	\$15.90	\$ 7,950.00		\$ -
44.	6,400	SY	Temporary Stabilization for Prairie Area (Temporary Seed and Mulch)	\$1.35	\$ 8,640.00		\$ -
45.	1	LS	Common Roadway Excavation (Estimated at 3,120 C.Y.)	\$12,340.00	\$ 12,340.00		\$ -
46.	1	LS	Roadway Subgrade Preparation	\$41,795.00	\$ 41,795.00		\$ -
47.	400	CY	Excavation Below Subgrade (EBS)	\$6.00	\$ 2,400.00		\$ -
48.	1,200	SY	Type 1 Geogrid	\$1.70	\$ 2,040.00		\$ -
49.	800	TON	Base Aggregate Dense 3 Inch for EBS Areas	\$13.60	\$ 10,880.00		\$ -
50.	12,000	SY	SAS Fabric	\$1.25	\$ 15,000.00		\$ -
51.	3,900	TON	Base Aggregate Dense 1-1/4 Inch	\$12.15	\$ 47,385.00		\$ -
52.	5,850	TON	Base Aggregate Dense 3 Inch	\$13.60	\$ 79,560.00		\$ -
53.	15,000	SY	Temporary Stabilization of Roadway R/W (Temporary Seed and Mulch)	\$1.10	\$ 16,500.00		\$ -
54.	2	Ea	Tracking Pad	\$1,200.00	\$ 2,400.00		\$ -
55.	15	Ea	Inlet Protection	\$110.00	\$ 1,650.00		\$ -
56.	8	Ea	Temporary Ditch Check	\$125.00	\$ 1,000.00		\$ -
57.	2,200	LF	Silt Fence	\$2.00	\$ 4,400.00		\$ -
58.	60	SY	4 Inch HMA Pavement Restoration (Friendship Drive)	\$126.67	\$ 7,600.20		\$ -
59.	150	SY	Lawn Turf Restoration (Friendship Drive)	\$1.60	\$ 240.00		\$ -
TOTAL (Items 1. through 59., Inclusive)					\$1,111,140.90		\$245,529.36

Crossroads Business Park
Utility & Street Construction
Village of Harrison
Payment Certificate #1 Summary
McM No. H0006-09-24-00507

Supplemental Bid #2:

Item	Qty	Unit	Description	Unit Price	Total	Payment Certificate #1	
						Quantity	Total Cost
S2-1.	60	LF	Bore 16 Inch Steel Casing Pipe Sanitary Sewer Under STH 55	\$708.00	\$ 42,480.00	\$	-
S2-2.	97	LF	8 Inch Sanitary Sewer	\$29.00	\$ 2,813.00	\$	-
S2-3.	60	LF	Bore 16 Inch Steel Casing Pipe for Water Main Under STH 55	\$611.00	\$ 36,660.00	\$	-
S2-4.	106	LF	8 Inch Water Main	\$72.00	\$ 7,632.00	\$	-
S2-5.	2	Ea	8 Inch Resilient Wedge Gate Valve	\$2,946.00	\$ 5,892.00	\$	-
S2-6.	1	Ea	6 Inch Resilient Wedge Gate Valve	\$2,123.00	\$ 2,123.00	\$	-
S2-7.	1	Ea	Hydrant	\$6,050.00	\$ 6,050.00	\$	-
S2-8.	5	LF	6 Inch Hydrant Lead	\$43.00	\$ 215.00	\$	-
Supplemental Bid #2 Total (Items S2-1. through S2-8., Inclusive)					\$103,865.00	\$0.00	
Total Base Bid + Supplemental Bid #2					\$1,215,005.90	\$245,529.36	

Change Order Items:

Item	Qty	Unit	Description	Unit Price	Total	Payment Certificate #1	
						Quantity	Total Cost
1.1	209	L.F.	ADD 29" x 45" HERCP Storm Sewer	\$179.08	\$ 37,427.72	\$	-
1.2	283	L.F.	ADD 24" x 39" HERCP Storm Sewer	\$142.78	\$ 40,406.74	\$	-
1.3	1	EACH	ADD 29" x 45" HERCP Flared End Section	\$5,163.07	\$ 5,163.07	\$	-
1.4	14,190	C.Y.	ADD Borrow for Lots 10-13	\$7.00	\$ 99,330.00	\$	-
1.5	209	L.F.	DEDUCT 36" RCP Storm Sewer	-\$113.00	\$ (23,617.00)	\$	-
1.6	283	L.F.	DEDUCT 30" RCP Storm Sewer	-\$87.00	\$ (24,621.00)	\$	-
1.7	1	EACH	DEDUCT 36" RCP Flared End Section	-\$5,035.00	\$ (5,035.00)	\$	-
TOTAL Change Order Items					\$129,054.53	\$0.00	
Total Contract Amount =					\$1,344,060.43	\$245,529.36	

Completed to Date =	\$245,529.36
Project Retainage = 5%	\$ 12,276.47
Subtotal =	\$ 233,252.89
Previously Certified =	\$ -
Amount Due this Payment =	\$ 233,252.89

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

TO MCMAHON ASSOCIATED INC
1445 MCMAHON DRIVE
NEENAH WI 54956

PROJECT: CROSS ROADS BUSINESS PARK
VILLAGE OF HARRISON

APPLICATION NO: 1

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 10/31/24

VIA ARCHITECT:

GENE FREDERICKSON TRUCKING & EXCAVATING, INC.

4450 FIELDCREST DRIVE

KAUKAUNA WI 54130

CONTRACT FOR:

PROJECT NOS:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,215,005.90
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,215,005.90
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	254,589.86
		\$245,529.36
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	12,729.49
b. <u> </u> % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	12,729.49
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	241,860.37
		\$233,252.89
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	241,860.37
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	973,145.53

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

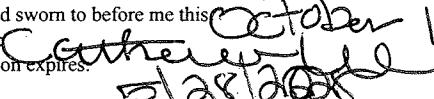
CONTRACTOR: GENE FREDERICKSON TRUCKING & EXCAVATING, INC.

By: 

Date: 10/18/24

State of: WISCONSIN

County of: OUTAGAMIE

Subscribed and sworn to before me this October 18, 2024Notary Public: My Commission expires: 12/31/2025**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

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							FROM PREVIOUS APPLICATION (D + E)	QUANTITY THIS PERIOD	THIS PERIOD					
	BASE BID													
	8 INCH SANITARY SEWER	2,103	LF	\$61.00	\$128,283.00	0	\$0.00	1870	\$114,070.00		\$114,070.00	89%	\$14,213.00	\$5,703.50
	48 INCH SANITARY SEWER MANHOLE INCLUDING CASTING AND CHIMNEY SEAL	85.8	VF	\$662.00	\$56,799.60	0	\$0.00	67.78	\$44,870.36		\$44,870.36	79%	\$11,929.24	\$2,243.52
	6 INCH SCH 40 PVC SANITARY SEWER LATERAL	655	LF	\$41.00	\$26,855.00	0	\$0.00	454	\$18,614.00		\$18,614.00	69%	\$8,241.00	\$930.70
	6 INCH SCH 40 PVC SANITARY SEWER LATERAL	50	LF	\$79.00	\$3,950.00	0	\$0.00	64	\$5,056.00		\$5,056.00	128%	(\$1,106.00)	\$252.80
	8 INCH WATER MAIN	2,250	LF	\$66.00	\$148,500.00	0	\$0.00	600	\$39,600.00		\$39,600.00	27%	\$108,900.00	\$1,980.00
	8 INCH RESILIENT WEDGE GATE VALVE	6	EACH	\$2,926.00	\$17,556.00	0	\$0.00	1	\$2,926.00		\$2,926.00	17%	\$14,630.00	\$146.30
	6 INCH RESILIENT WEDGE GATE VALVE	4	EACH	\$2,123.00	\$8,492.00	0	\$0.00	1	\$2,123.00		\$2,123.00	25%	\$6,369.00	\$106.15
	HYDRANT	4	EACH	\$6,376.00	\$25,504.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$25,504.00	\$0.00
	6 INCH HYDRANT LEAD	50	LF	\$55.00	\$2,750.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$2,750.00	\$0.00
	2 INCH SDR 9 PE WATER LATERAL REMOVAL	625	LF	\$25.00	\$15,625.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$15,625.00	\$0.00
	2 INCH SDR 9 PE WATER LATERAL LOT 9	60	LF	\$66.00	\$3,960.00	0	\$0.00	72	\$4,752.00		\$4,752.00	120%	(\$792.00)	\$237.60
	2 INCH COPR CURB STOP & STOP BOX	13	EACH	\$1,273.00	\$16,549.00	0	\$0.00	1	\$1,273.00		\$1,273.00	8%	\$15,276.00	\$63.65
	36 INCH RCP STORM SEWER	731	LF	\$113.00	\$82,603.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$82,603.00	\$0.00
	30 INCH RCP STORM SEWER	600	LF	\$87.00	\$52,200.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$52,200.00	\$0.00
	24 INCH RCP STORM SEWER	619	LF	\$61.00	\$37,759.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$37,759.00	\$0.00
	24 INCH STORM SEWER	53	LF	\$53.00	\$2,809.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$2,809.00	\$0.00
	18 INCH RCP STORM SEWER	351	LF	\$47.00	\$16,497.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$16,497.00	\$0.00
	18 INCH STORM SEWER	67	LF	\$39.00	\$2,613.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$2,613.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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APPLICATION DATE:10/18/24
PERIOD TO: 10/31/24
ARCHITECT'S PROJECT NO:

	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	QUANTITY FROM LAST PERIOD	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D ORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	QUANTITY THIS PERIOD	THIS PERIOD					
	15 RCP STORM SEWER	40	LF	\$48.00	\$1,920.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$1,920.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

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	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	QUANTITY FROM LAST PERIOD	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D+E)	QUANTITY THIS PERIOD	THIS PERIOD					
	15 INCH STORM SEWER	181	LF	\$38.00	\$6,878.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$6,878.00	\$0.00
	12 INCH RCP STORM SEWER	144	LF	\$45.00	\$6,480.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$6,480.00	\$0.00
	12 INCH STORM SEWER	87	LF	\$30.00	\$2,610.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$2,610.00	\$0.00
	36 INCH RCP FLARED END SECTION	1	EACH	\$5,035.00	\$5,035.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$5,035.00	\$0.00
	30 INCH RCP FLARED END SECTION	1	EACH	\$3,708.00	\$3,708.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$3,708.00	\$0.00
	18 INCH RCP FLARED END SECTION	3	EACH	\$1,948.00	\$5,844.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$5,844.00	\$0.00
	12 INCH RCP FLARED END SECTION STRUCTURE PROTECTION	2	EACH	\$1,564.00	\$3,128.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$3,128.00	\$0.00
	84 INCH DIAMETER STORM SEWER MANHOLE	5.6	VF	\$1,487.00	\$8,327.20	0	\$0.00	0	\$0.00		\$0.00	0%	\$8,327.20	\$0.00
	72 INCH DIAMETER STORM SEWER MANHOLE	9.7	VF	\$1,235.00	\$11,979.50	0	\$0.00	0	\$0.00		\$0.00	0%	\$11,979.50	\$0.00
	60 INCH DIAMETER STORM SEWER MANHOLE	31.6	VF	\$909.00	\$28,724.40	0	\$0.00	0	\$0.00		\$0.00	0%	\$28,724.40	\$0.00
	48 INCH DIAMETER STORM SEWER MANHOLE	15.4	VF	\$655.00	\$10,087.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$10,087.00	\$0.00
	36 INCH DIAMETER STAND PIPE OUTLET STRUCTURE W/ TRASH RACK FOR OUTLET 2 POND	1	EACH	\$2,824.00	\$2,824.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$2,824.00	\$0.00
	TRASH RACK FOR OUTLET 1 POND OUTLET STRUCTURE	1	EACH	\$620.00	\$620.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$620.00	\$0.00
	ANTI SEEP COLLAR	1	EACH	\$515.00	\$515.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$515.00	\$0.00
	CATCH BASIN	12	EACH	\$2,307.00	\$27,684.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$27,684.00	\$0.00
	4 INCH PERFORATED UNDERDRAIN W/ GEOTEXTILE SOCK	600	LF	\$16.00	\$9,600.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$9,600.00	\$0.00
	YARD DRAIN	3	EACH	\$2,052.00	\$6,156.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$6,156.00	\$0.00
	UTILITY TRENCH COMPACTION CERF.	1	LS	\$12,738.00	\$12,738.00	0	\$0.00	0.25	\$3,184.50		\$3,184.50	25%	\$9,553.50	\$159.23
	COMMON POND EXCAVATION EST. 2500 CY	1	LS	\$36,242.00	\$36,242.00	0	\$0.00	0.25	\$18,121.00	\$9,060.50	\$18,121.00	50%	\$18,121.00	\$906.05
	BORROW FOR STORMWATER EST. 2110 CY	1	LS	\$3,108.00	\$3,108.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$3,108.00	\$0.00
	LIGHT RIPRAP W/ TYPE HR FABRIC MARKING	16	CY	\$50.00	\$800.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$800.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

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PERIOD TO: 10/31/24

ARCHITECT'S PROJECT NO:

	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	QUANTITY FROM LAST PERIOD	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G - C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	QUANTITY THIS PERIOD	THIS PERIOD					
	MEDIUM RIPRAP W/ TYPE HR FABRIC	31	CY	\$58.00	\$1,798.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$1,798.00	\$0.00
	HEAVY RIPRAP W/ TYPR HR FABRIC	50	CY	\$65.00	\$3,250.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$3,250.00	\$0.00
	TURF REINFORCEMENT MAT CLASSIII TYPE B	500	SY	\$15.90	\$7,950.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$7,950.00	\$0.00
	TEMPORARY STABILIZATION FOR PRAIRIE ARE TEMP SEED & MULCH	6,400	SY	\$1.35	\$8,640.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$8,640.00	\$0.00
	COMMON ROADWAY EXC. EST. 3120 CY	1	LS	\$12,340.00	\$12,340.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$12,340.00	\$0.00
	ROADWAY SUBGRADE PREPARATION	1	LS	\$41,795.00	\$41,795.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$41,795.00	\$0.00
	EBS	400	CY	\$6.00	\$2,400.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$2,400.00	\$0.00
	TYPE 1 GEOGRID	1,200	SY	\$1.70	\$2,040.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$2,040.00	\$0.00
	BASE AGGREGATE DENSE 3" FOR EBS AREAS	800	TONS	\$13.60	\$10,880.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$10,880.00	\$0.00
	SAS FABRIC	12,000	SY	\$1.25	\$15,000.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$15,000.00	\$0.00
	BASE AGG. DENSE 1 1/4"	3,900	TONS	\$12.15	\$47,385.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$47,385.00	\$0.00
	BASE AGG. DENSE 3" REMOVAL	5,850	TONS	\$13.60	\$79,560.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$79,560.00	\$0.00
	TEMP. STABILIZATION OF ROADWAY R/W TEMP. SEED & MULCH	15,000	SY	\$1.10	\$16,500.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$16,500.00	\$0.00
	TRACKING PAD	2	EACH	\$1,200.00	\$2,400.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$2,400.00	\$0.00
	INLET PROTECTION	15	EACH	\$110.00	\$1,650.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$1,650.00	\$0.00
	TEMP DITCH CHECK	8	EACH	\$125.00	\$1,000.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$1,000.00	\$0.00
	SILT FENCE	2,200	LF	\$2.00	\$4,400.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$4,400.00	\$0.00
	4 INCH HMA PAVEMENT RESTORATION - FRIENDSHIP DRIVE	60	SY	\$126.67	\$7,600.20	0	\$0.00	0	\$0.00		\$0.00	0%	\$7,600.20	\$0.00
	LAWN TURF REST. FRIENDSHIP DRIVE	150	SY	\$1.60	\$240.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$240.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

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							FROM PREVIOUS APPLICATION (D + E)	QUANTITY THIS PERIOD	THIS PERIOD					
	SUPPLEMENTAL BID #2													
	BORE 16 INSCH STEEL CASING PIPE SANITARY SEWER UNDER STH 55	60	LF	\$708.00	\$42,480.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$42,480.00	\$0.00
	8 INCH SANITARY SEWER	97	LF	\$29.00	\$2,813.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$2,813.00	\$0.00
	BORE 16 INCH STEEL CASNG PIPE FOR WATER MAIN UNDER STH 55	60	LF	\$611.00	\$36,660.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$36,660.00	\$0.00
	8 INCH WATER MAIN	106	LF	\$72.00	\$7,632.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$7,632.00	\$0.00
	8 INCH RESILIENT WEDGE GATE VALVE	2	EACH	\$2,946.00	\$5,892.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$5,892.00	\$0.00
	6 INCH RESILIENT WEDGE GATE VALVE	1	EACH	\$2,123.00	\$2,123.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$2,123.00	\$0.00
	HYDRANT	1	EACH	\$6,050.00	\$6,050.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$6,050.00	\$0.00
	6 INCH HYDRANT LEAD	5	LF	\$43.00	\$215.00	0	\$0.00	0	\$0.00		\$0.00	0%	\$215.00	\$0.00
	Grand Totals				\$1,215,005.90		\$0.00		\$254,589.86	\$0.00	\$254,589.86	21%	\$506,416.07	\$12,729.49

\$245,529.36

\$245,529.36

\$12,276.47

VILLAGE BOARD MEETING**From:**

Chad Pelishek, Assistant Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Approval of Vacant Offer to Purchase Lot 6 from Silvertree Homes in the Crossroads Business Park.

Issue:

Does the Village Board wish to accept the Offer to Purchase for Lot 6 in the Crossroads Business Park?

Background and Additional Information:

None

Budget Impacts:

None

Recommended Action:

Motion to approve the offer to purchase for Lot 6 in Crossroads Business Park for Silvertree Homes.

Attachments:

- [Lot 06 Crossroads WB-13.pdf](#)

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** November 6, 2024 **[DATE] IS (AGENT OF BUYER)**

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

3 The Buyer, Silvertree Homes LLC and/or assigns

4 offers to purchase the Property known as Lot 06 in Crossroads Business Park

5 Parcel 47020

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 Harrison, County

8 of Calumet Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is sixty-Six Thousand, Eight Hundred Fifty

10 Dollars (\$ 66,850.00).

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 December 31, 2024.

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 February 28, 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 \$ _____ 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 \$ _____ 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 _____ , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

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

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

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

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

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

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

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
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 _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

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

252

253 _____ **[insert proposed use**

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

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

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

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

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

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

274

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

277 ☒ electricity _____; ☒ gas _____; ☒ sewer _____;

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

279 ☐ other: _____.

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

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

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

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

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

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

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

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

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

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

Other: _____

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

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

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

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.

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

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

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

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

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

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

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

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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** Brandon Smith is a licensed real estate agent in the
656 state of Wisconsin and a Member of Silvertree Homes LLC.

658 Seller responsible for installation and associated cost of the following: Finished roads
659 and associated gutter/curbing, sidewalks if required

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.

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: cpelishhek@harrison-wi.org

679 Email Address for Buyer: smith.brandonn@gmail.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 _____ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] _____

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) Brandon Smith, Member, Silvertree Homes LLC 11/6/2024
 697 Buyer's Signature ▲ Print Name Here ► Silvertree Homes LLC 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 ► _____ 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 ▲

VILLAGE BOARD MEETING**From:**

Chad Pelishek, Assistant Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Approval of Vacant Offer to Purchase from Jason Kelderman for Lots 7 & 8 in the Crossroads Business Park.

Issue:

Does the Village Board wish to accept the Offer to Purchase for Lots 7 and 8 in the Crossroads Business Park?

Background and Additional Information:

None

Budget Impacts:

None

Recommended Action:

Motion to approve the offer to purchase for Lots 7 & 8 in Crossroads Business Park for Jason Kelderman- Kelderman Plumbing.

Attachments:

- [3851_001.pdf](#)

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** November 1, 2024 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**
3 The Buyer, Jason Kelderman
4 offers to purchase the Property known as Crossroads Business Park Lots 7 & 8
5
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 Harrison, County
8 of Calumet Wisconsin, on the following terms:
9 **[PURCHASE PRICE]** The purchase price is sixty-eight Thousand Five
10 Dollars (\$ 68,005.00).
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 December 2, 2024.
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
37 Within 3 weeks of Acceptance by the Village of Harrison Board
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 \$ _____ 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 \$ _____ 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 _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

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

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

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

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
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 _____ 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: Plumbing Business

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

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

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

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

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

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

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

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

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

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

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

287 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

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

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

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

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

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

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

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

(1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

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

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

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

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

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

Other: _____

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

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

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

☐ **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.

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

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

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

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

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

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

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

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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** _____

656 _____
657 _____
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.

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: _____

679 Email Address for Buyer: Jason Kelderman jason@keldermanplumbing.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 _____ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] _____

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) Jason Kelderman November 1, 2024
697 Buyer's Signature ▲ Print Name Here ▶ Jason Kelderman Date ▲

698 (x) 920-740-5505
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) _____ 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] Michael M. Smits Fox Valley Realty

709 _____ on November 1, 2024 at 10:00 a.m./p.m.

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

RANW ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated November 1, 2024 (Offer), made by the undersigned
2 Buyer with respect to the Property at Crossroads Business Park Lots 7 & 8, Wisconsin (Property).

3 PARAGRAPHS PRECEDED BY A BOX (☐) ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM IF THE BOX IS
4 MARKED, SUCH WITH AN "X".

5 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS**

6 Real estate agent(s) may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Party(ies)
7 and are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for
8 obtaining any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event
9 any inspection or test is ordered on behalf or at the direction of a Party by a Firm in the transaction, the Parties agree to hold the
10 Firm harmless for any damages or liability resulting from the inspection or test, other than that caused by the Firm's negligence
11 or intentional wrongdoing. Buyer may receive copies of certain inspection(s), test(s), appraisal(s) or other reports prepared for
12 other parties and Buyer should review carefully such reports to determine the age and purpose of the report(s) and the
13 standards of practice followed by the individual or entity preparing the report(s).

14 ☐ **WAIVER OF HOME INSPECTION CONTINGENCY**

15 Buyer acknowledges there may be benefits of a home inspection as defined in the Offer. Buyer voluntarily waives the inclusion
16 of a home inspection contingency in this Offer.

17 ☐ **WAIVER OF APPRAISAL CONTINGENCY**

18 Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property. Buyer voluntarily waives the right to
19 have a separate appraisal contingency for the Property in this Offer.

20 **TESTING**

21 Unless otherwise specified, testing including testing for Hazardous Substances, is prohibited without a testing contingency. (See
22 Testing Contingency on lines 32-49).

23 **HAZARDOUS SUBSTANCES**

24 The Parties are aware that public information sources indicate that certain hazardous substances, along with some building
25 materials, including but not limited to, lead, lead-based paint, arsenic, radium, solvents, pesticides, radon gas, asbestos, mold
26 and other toxic substances and chemicals within a structure, in soils, water service lines or in public and private drinking water
27 (see: <http://www.dnr.wi.gov>), can cause serious health hazards.

28 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant
29 health hazard, unless otherwise indicated in Seller's Real Estate Condition Report or other written disclosures provided to
30 Buyer. Buyer is encouraged to include inspection and testing contingencies in this Offer with respect to these substances and to
31 consult with the appropriate experts if such condition(s) are material to Buyer.

32 ☐ **TESTING CONTINGENCY**

33 This offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Buyer obtaining" if neither is stricken) a
34 current written report from a qualified third party documenting the results of testing conducted pursuant to applicable
35 government or industry protocols and standards, and which disclose(s) no unsafe levels of [indicate substances or compounds
36 to be tested]: _____

37
38 within _____ days after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense.

39 This Testing Contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for obtaining said reports,
40 delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to
41 which Buyer objects (Notice of Defects).

42 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure (Seller "shall" if neither is stricken). If Seller has
43 the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days after Buyer's
44 delivery of the Notice of Defects stating Seller elects to cure Defects; (2) curing the Defects in a good and workmanlike manner;
45 and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void
46 if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and; (1) Seller does not have a right to
47 cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely
48 deliver the written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or
49 other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

50 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY**

51 This Offer is contingent upon the closing of the sale of Buyer's property located at _____
 52 _____ no later than _____ (the Deadline).
 53 Buyer's property is, or shall be, within 7 days of acceptance of this Offer, listed for sale with _____
 54 _____ at a list price no greater than \$ _____
 55 or Seller will have the right to declare this Offer null and void by written Notice delivered to Buyer.

56 If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the
 57 Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the
 58 time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency.
 59 Delivery of verification of bridge loan financing shall not extend the closing date for this Offer.

60 **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP:**

61 (Select 1 of 3 options below if no Bump Clause in Offer and the Closing of Buyer's Property Contingency is used)

62 ☐ Seller acknowledges Buyer has provided Seller a copy of the accepted offer for the purchase of Buyer's property.

63 ☐ Buyer shall deliver to Seller, no later than three days after acceptance of this Offer, a copy of the accepted offer for the
 64 purchase of Buyer's property with written proof that all contingencies are satisfied or removed, and which has a closing date on
 65 or before the closing date in this Offer.

66 ☐ Buyer shall deliver to Seller, no later than three days after acceptance of this Offer, a copy of the accepted offer for the
 67 purchase of Buyer's property which is subject to financing, (Insert any other applicable contingencies), _____

68 _____
 69 _____ and which has a closing date on or before the closing date in this Offer.

70 If lines 63-65 or 66-69 of this Addendum are part of this Offer and Buyer does not make timely delivery of a copy of the accepted
 71 offer for the purchase of Buyer's property that is consistent with the representation(s) above, Seller may terminate this Offer by
 72 delivering a written notice of termination to Buyer prior to (Buyer's delivery) (Seller's Actual Receipt) **STRIKE ONE** ("Buyer's
 73 delivery" if neither is stricken) of a copy of the accepted offer for the purchase of Buyer's property.

74 ☐ **CONTINUED MARKETING WITH BUMP CLAUSE: (Do NOT Use If Lines 60-73 Are Used)**

75 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. This Offer
 76 shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless
 77 Buyer, prior to such notice or within _____ hours ("72" if left blank) of Buyer's Actual Receipt of such notice, delivers to Seller one
 78 of the following:

79 (1) written notice that Buyer is waiving the Closing of Buyer's Property Contingency and all financing contingencies in this
 80 Offer, AND either a copy of a written loan commitment not subject to the sale of Buyer's property, or reasonable written
 81 verification from a financial institution or a third party in control of Buyer's funds that Buyer has, at the time of verification,
 82 sufficient funds necessary to close this transaction which are not contingent on the sale of Buyer's property; OR

83 (2) a copy of the offer for the purchase of Buyer's property which has all contingencies, other than any financing and appraisal
 84 contingencies, properly removed or satisfied AND written verification from a lender that buyer under said offer to purchase has
 85 been pre-approved for financing, making this Offer subject to the closing of the sale of Buyer's property. If the offer for Buyer's
 86 property subsequently becomes null and void or is terminated for any reason, Buyer shall promptly notify Seller in writing and
 87 Seller may terminate this offer by delivering a written notice of termination to Buyer.

88 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

89 If Buyer accepts a bona fide offer for the purchase of Buyer's property prior to receiving written notice from Seller that Seller has
 90 accepted a bona fide secondary offer, Buyer shall promptly notify Seller of such acceptance. Such notification is for information
 91 purposes only and does NOT modify any part of this Offer.

92 Unless Seller has given Buyer notice of a bona fide secondary offer, once Buyer has an accepted offer on Buyer's property that
 93 complies with requirement (2) above, Buyer promptly shall deliver to Seller a copy of such offer and this Continued Marketing With
 94 Bump Clause contingency shall be deemed modified whereby Seller will not have the right to give Buyer a notice of a bona fide
 95 secondary offer for the purpose of bumping this Offer or making this Offer null and void.

96 Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and _____

97 _____
 98 all deadlines in this Offer which run from acceptance shall run from the time Buyer has complied with requirement (1) above or when
 99 Buyer has an accepted offer for the purchase of Buyer's property that complies with requirement (2) above.

100 **NOTE: Buyer may not unilaterally waive this contingency without compliance with (1) or (2) above.**

101 ☐ **RADON TESTING CONTINGENCY**

102 **CAUTION: Only check one of the boxes** at line 108 or line 124; do **NOT** select both.

103 This Offer is contingent upon Buyer obtaining, at Buyer's expense, a current written report of the results of a radon test at the
104 Property performed by a qualified third party in a manner consistent with applicable EPA and Wisconsin Department of Health
105 Services (DHS) protocols and standards. If Buyer fails to deliver a copy of the radon test report to Seller within the timeline
106 described below, or if the radon test report indicates the level of radon is less than 4 pCi/L (using the EPA
107 Protocol Average if stated on the report), this contingency shall be deemed satisfied.

108 ☐ If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a written copy of a radon test
109 report with results indicating a level of radon of 4.0 pCi/L or more, Seller will permit a radon mitigation system to be
110 installed prior to closing, and (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall select: (1) a qualified
111 mitigation contractor to install an active radon mitigation system, consistent with EPA standards, prior to closing and
112 provide the Parties, using the same standards as above, with a written test report showing a radon level of less than 4.0
113 pCi/L; and (2) the location of radon mitigation vent piping: **[Choose only 1 of the 2 indented boxes below]**

114 ☐ (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) is responsible for the total cost of radon
115 mitigation, expense not to exceed \$ _____ total.

116 ☐ Buyer and Seller to equally share responsibilities for the total cost of radon mitigation, not to exceed
117 \$ _____ in total.

118 The Party responsible for selecting the mitigation contractor, before any work commences, shall promptly provide the other
119 Party with a copy of a written estimate from such contractor for the total cost of the radon mitigation system installation. If
120 the total estimate exceeds the amount specified, any Party responsible for the cost of the installation may deliver a written
121 notice to the other Party no later than 15 days before closing objecting to such installation. This Offer shall be terminated if
122 the other Party within 5 days after delivery of such written notice does not agree to pay the excess cost by delivering a
123 written notice to the objecting Party.

124 ☐ If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a copy of the radon report with
125 results indicating the level of radon is 4.0 pCi/L or more, this Offer shall be null and void.
126 (If the boxes at lines 108 and 124 are both checked, lines 108-123 shall prevail).

127 ☐ **WAIVER OF RADON TESTING CONTINGENCY**

128 Buyer acknowledges there may be benefits to testing for the presence of radon gas. Buyer voluntarily waives the inclusion of a
129 testing contingency for radon gas on the Property.

130 **BUYER'S FINANCING PRE-APPROVAL**

131 If this Offer is subject to financing, Buyer shall deliver to Seller, within 5 days after acceptance of this Offer, written verification
132 from a lender that Buyer has been pre-approved for financing. If Buyer does not make timely delivery of said pre-approval, Seller
133 may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of Buyer's
134 written financing pre-approval to Seller.

135 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

136 **SELLER'S CONTRIBUTION(S)**

137 ☐ Seller shall give Buyer a credit at closing in the amount of \$ _____ to assist Buyer in purchasing the
138 Property. Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any
139 funds not approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.

140 **CAUTION: No part of such funds may be used for payment of commission or fees to any Firm.**

141 ☐ **REPAIRS REQUIRED BY LENDER**

142 If, as a condition of the mortgage loan commitment, the Buyer's loan program requires repairs other than repairs to which Seller
143 has previously agreed: **[SELECT ONLY ONE]**

144 ☐ (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates
145 and making such repairs not to exceed \$ _____.

146 ☐ (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

147 (Buyer) (Seller) **STRIKE ONE** shall be responsible for the first \$ _____ of repair expenses and the
148 other Party shall be responsible for the next \$ _____ of repair expenses.

149 ☐ (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.

150 Buyer and Seller shall be equally responsible for the total cost of repairs, not to exceed \$ _____.

151 ☐ _____
152 The Party responsible for obtaining any estimate shall promptly provide a written copy to the other Party. If the total estimate
153 exceeds the amount specified, any Party responsible for the cost of the repair may deliver a written notice to the other Party no
154 later than 15 days before closing objecting to the excess cost. This Offer shall be terminated if the other Party within 5 days after
155 delivery of such written notice does not agree to pay the excess cost by delivering a written notice to the objecting Party.

CLOSING AND ESCROW FEE(S)

Buyer shall pay fees charged by the closing/escrow agent providing Buyer's mortgage closing services. In the event an escrow is required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the fees charged by the escrow agent.

Cash Closing: If this is a cash closing, closing fees charged by the closing agent will be paid by (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken).

INSURABILITY OF PROPERTY

CAUTION: For Flood Plain Insurance cost and insurability see lines 176-189. Buyer is aware that the availability and cost of property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, insured party's credit history (credit score), insured party's insurance claims history, condition of property, the type of electrical service on a property, and the history of prior claims on a property.

NOTE: The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to contact their insurance agent as to requirements for obtaining insurance.

☐ Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a qualified third party determining the Property is uninsurable, or the cost of insurance will be excessive. Buyer to pay any costs associated with this determination unless otherwise agreed to in writing.

☐ **WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY**

Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer voluntarily waives the inclusion of any provision for investigating the insurability of the Property in this Offer.

FLOODPLAIN / WETLANDS

CAUTION: Buyer is aware floodplain and wetland areas are difficult to identify, even when using available floodplain and wetland maps; that some wetlands that may affect Buyer's use of the Property are not necessarily included in wetland maps; and that floodplain maps may change frequently and should not necessarily be assumed to be accurate. Buyer is encouraged to consult with appropriate government officials to obtain specific elevations to confirm inclusion in or exclusion from a floodplain if such information is material to Buyer. Buyer may contact the National Flood Insurance Program (NFIP) for information about flood insurance as it relates to this Property.

(See: <https://www.floodsmart.gov/> and <https://www.fema.gov/national-flood-insurance-program>).

Buyer should not assume that Buyer's premiums for flood insurance will be comparable to those charged to Seller.

☐ Within 7 days after acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice accompanied by a determination from a qualified third party (including a flood certification company working for Buyer's lender or a flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements or proposed Property improvements included in this Offer are located in a 100 year floodplain or wetland area, or the cost of an annual flood insurance policy will be excessive. Any costs for floodplain or wetland evaluation and/or costs to obtain a quote for flood insurance are to be paid by Buyer, unless otherwise agreed to in writing.

☐ **WAIVER OF CONTINGENCY TO INVESTIGATE FLOOD INSURANCE COSTS OR WHETHER THE PROPERTY IS IN A FLOODPLAIN OR A WETLAND**

Buyer acknowledges there may be benefits of investigating whether a property is in a floodplain or wetland and what the cost of flood insurance may be for a property. Buyer voluntarily waives the inclusion of any provision in this Offer to investigate whether the Property is in a floodplain or wetland, or to determine what the cost may be to obtain flood insurance for the Property.

MUNICIPAL REPORT/CODE COMPLIANCE

Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of real estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a statement is available from the municipality in which the Property is located. This statement shall be provided prior to closing, at Seller's expense.

Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of Compliance, Occupancy Permits, and any other documents/approvals required by applicable municipal code(s).

NOTE: This paragraph will not apply to private wells, private well water or private onsite wastewater treatment systems (POWTS), also known as a private sanitary system, that may be addressed in another part of the Offer.

☐ **BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE**

The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an aboveground or basement fuel oil tank on the Property that currently is not being used and:

☐ Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.

☐ Seller, at Seller's expense, shall have a qualified third-party contractor remove the tank prior to closing and provide written confirmation of the tank removal (e.g., paid invoice) no later than closing.

See: <https://datcp.wi.gov/Documents/AbandonedTanksFactSheet.pdf>

CAUTION: Lines 205-210 do not apply to residential buildings with more than two dwelling units.

SURVEY, LOT LINE AND BOUNDARY DISCLOSURES

NOTE: Digital or online GIS and GPS mapping apps or programs, may not be accurate and are no substitute for an actual survey of the Property lot lines.

If a parcel will be split from (an)other parcel(s) or combined with (an)other parcel(s) a Certified Survey Map or Subdivision Plat and governmental approvals normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision Plat and allow adequate time for completing the survey. Any survey used for the purpose of deleting the lot and boundary exception in the title policy must conform to the standards set by the title company. It is the Buyer's responsibility to have the title company clarify the necessary survey standards for deletion of the lot and boundary exceptions listed in the title commitment.

☐ **MAPS AND SURVEYS** **CHECK ALL THAT ARE APPLICABLE**

CAUTION: Consider cost and need for map features before selecting them.

☐ **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of a (Boundary) (Certified) **STRIKE ONE**

Survey Map prepared on _____ (Date) by _____

(Name of Surveying Company)

that includes this Property and **IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

☐ **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and **IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

CAUTION: The accuracy of information contained in the above document(s) is not warranted. Lot size, location of boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other factors should be verified by an appropriate expert (i.e. surveyor, engineer) if material to Buyer.

☐ **BOUNDARY SURVEY MAP:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE**

("Buyer obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within _____ days after acceptance of this Offer, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense. The Boundary Survey Map must be prepared between the acceptance date and closing date. The map shall identify the legal description of the Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated and apparent rights of way, lot dimensions, total acreage and square footage, any improvements that affect the Property boundary, visible encroachments that affect the Property boundary, the location of buildings, if any, and also include:

☐ easements

☐ improvements on the Property (structures, streets, driveways, patios, decks, poles, fences, walls, etc.)

☐ a format and surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception in the title policy.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline on line 232 above, delivers to Seller a written notice listing Buyer's specific objection(s) to the terms and conditions of the survey. In such event, Seller shall have 10 days after delivery of such notice to cure Buyer's objection(s) and the time for closing shall be extended as necessary for this purpose. If Seller is unable to cure Buyer's objection(s) timely, Buyer may terminate this Offer by delivering a written notice of termination to Seller.

☒ **WAIVER OF SURVEY CONTINGENCY**

Buyer acknowledges there may be benefits of surveying the Property. Buyer voluntarily waives the inclusion of a property survey contingency in this Offer.

ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS

Zoning and building restrictions affect the use of the Property. Annexations and comprehensive plans may affect the future use or value of the Property by influencing future development (residential, commercial, transit systems, stormwater management system, etc.) in the county and municipality. Buyer is advised that the municipality in which the Property is located likely has existing zoning and building restrictions and may have a Comprehensive Plan.

NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS

Buyer is aware that some properties are considered legal non-conforming properties which no longer conform to current zoning due to changing building regulations, restrictions, and lot size requirements, or due to variances. Buyer also is aware that some properties are subject to Conditional Use Permits (CUPs) that may contain special restrictions regarding use of the property. Restrictions on non-conforming uses or structures and CUP restrictions may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard insurance if Property is non-conforming). Buyer is encouraged to contact the applicable municipal authorities regarding existing zoning and building restrictions, variance or CUP restrictions, potential future annexations, and possible comprehensive plans if these issues are material to Buyer's decision to purchase.

☐ Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice which includes a written determination from an applicable municipal authority that the Property use or structure is non-conforming or the Property is subject to a variance or CUP, and that as a result the Property owner's ability to build, rebuild, remodel, replace, enlarge or use the Property is restricted materially. Any costs associated with this determination to be paid by Buyer, unless otherwise agreed to in writing.

269 ☒ **WAIVER OF CONTINGENCY TO INVESTIGATE NON-CONFORMING PROPERTY, VARIANCE AND CONDITIONAL**
 270 **USE PERMIT RESTRICTIONS**

271 Buyer acknowledges there may be benefits of investigating whether the Property use, lot size, lot configuration, or structure(s)
 272 fails to conform to existing regulations and zoning ordinances, whether the Property is subject to a variance or CUP, and
 273 whether the Property owner's ability to build, rebuild, remodel, replace, enlarge or use an existing structure is restricted as a
 274 result thereof. Buyer voluntarily waives the inclusion in this Offer of any provision to investigate zoning, variance and CUP
 275 restrictions on the Property.

276 **SHORELAND ZONING AND PIER REGULATIONS**

277 Many counties in Wisconsin are required to enact shoreland zoning ordinances that include the uniform shoreland zoning
 278 standards established by the Wisconsin Department of Natural Resources (DNR). Such ordinances generally apply to
 279 unincorporated land that is within 1,000 feet of the ordinary high water mark of a lake, pond, or flowage; or within 300 feet of the
 280 ordinary high water mark of a navigable river or stream or to the landward side of the floodplain, whichever distance is greater,
 281 and may restrict the use and future uses and improvements to a property. Some property improvements and modifications may
 282 require a mitigation plan approved by the county and recorded with the register of deeds. Buyer must comply with any existing
 283 mitigation plan. State law and local ordinances regulate the size, placement, and design of piers (e.g. docks) and boat slips. A
 284 permit may be required by the DNR to install a new pier, depending upon the size and location of the pier. Unless a pier
 285 interferes with the riparian rights of other riparian owners or the owner of the pier was notified by the DNR before August 1,
 286 2012, that the pier is detrimental to the public interest, most piers installed prior to April 17, 2012 are grandfathered.
 287 Wis. Stat. § 30.12(1k)(b).

288 Buyer acknowledges that it is solely the Buyer's responsibility to determine whether any current or proposed future shoreland
 289 zoning or pier regulations are consistent with Buyer's intended use of the Property. Buyer is encouraged to consult with an
 290 attorney to assist in making such determination. For more information Buyer should contact the county zoning office or visit
 291 <http://www.dnr.wi.gov>

292 ☐ Within _____ days ("7" if left blank) after acceptance of this Offer, Buyer may terminate this Offer by delivering to
 293 Seller written notice specifying the uses and/or improvements that will not be permitted under the current or proposed future
 294 regulations and to which Buyer objects. Any costs for investigation of shoreland zoning and pier regulations and ordinances are
 295 to be paid by Buyer, unless otherwise agreed to in writing.

296 ☐ **WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS**

297 Buyer acknowledges there may be benefits of investigating how shoreland zoning and pier regulations may affect the Property.
 298 Buyer voluntarily waives the inclusion in this Offer of any provision to investigate how shoreland zoning and pier regulations may
 299 affect the Property.

300 ☐ **HOME WARRANTY PLAN**

301 A limited home warranty plan for a term of one year shall be included, effective the date of closing, provided the Property
 302 qualifies for the warranty plan.

303 The cost of the home warranty shall not exceed \$ _____ and will be paid by (Buyer) (Seller) **STRIKE ONE**
 304 ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (cooperating) **STRIKE ONE** ("listing"
 305 if neither is stricken) Firm. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered
 306 under the warranty plan.

307 ☐ **WAIVER OF HOME WARRANTY**

308 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer voluntarily waives the
 309 inclusion of any requirement for a limited home warranty plan for the Property in this Offer.

310 **LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

311 ☐ **DISCLOSURE OF LICENSURE:** The Parties are aware that (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with
 312 _____ and is acting as a
 313 principal in this transaction with the consent of all Parties.

314 ☐ **LICENSEE RELATED TO BUYER/SELLER:** Licensee, _____ (Name),
 315 is a relative of (Buyer) (Seller) **STRIKE AS APPLICABLE** and is acting as a real estate agent in this transaction on behalf of an
 316 immediate family member with the consent of all Parties.

317 ☐ **LICENSEE INTEREST IN BUYER/SELLER ENTITY:** Licensee, _____
 318 (Name) has an interest in the (Buyer) (Seller) **STRIKE ONE** entity (state name of entity, e.g. name of LLC, partnership,
 319 corporation, etc.) _____,
 320 and is acting as a real estate agent on behalf of this entity with the consent of all Parties.

321 **PERSONAL PROPERTY**

322 Seller warrants and represents that any personal property that may be a part of this transaction (e.g. stove, refrigerator, washer,
 323 dryer) is owned by Seller free and clear of any liens or encumbrances and is in working order at time of closing unless otherwise
 324 disclosed. No warranties or representations regarding condition survive the closing of this transaction.

BUYER'S TITLE

Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property. Wisconsin law prohibits real estate licensees from advising buyers how title should be taken.

SHARED DRIVEWAY

If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, delivering to Buyer a copy of a written shared driveway agreement not less than 15 days before closing. The agreement shall provide that the Parties to the agreement share equally in the rights and obligations relating to the shared driveway, including use and maintenance. Buyer shall have 7 days after delivery of the shared driveway agreement to deliver to Seller a written notice listing Buyer's specific objection(s) to the terms and conditions of the agreement. Seller shall have 10 days after delivery of Buyer's Notice to Seller to cure said objection(s) and the time for closing shall be extended as necessary for this purpose. If Seller is unable to timely cure Buyer's objection(s), Buyer may terminate this Offer by delivering written notice of termination to Seller. If the agreement is not of record, it shall be provided in recordable form, with recording fees to be Seller's expense.

BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS

Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds acceptable. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques or building materials and the Parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be satisfied that Buyer knows how various factors will affect the Property, including, but not limited to, proximity to public transportation, airport overlay restrictions, airport noise, gun range noise, traffic noise, special health concerns of family members, vehicle, train/railroad or boat traffic, lake flies, pests, waterborne pests, ice shoves, water blooms/algae blooms, invasive aquatic vegetation, manufacturing noise, area odors, existing or abandoned landfills and/or quarries, parks, fair grounds, outdoor festival venues, public trails, possible future assessments for public improvements and other conditions. Buyer acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning material factors. Buyer acknowledges that Buyer has not relied upon any statements or representations by Seller or any real estate agent regarding conditions or occurrences affecting the Property or transaction unless such statements or representations are contained in this Offer, are incorporated by reference into this Offer or have otherwise been provided to the Buyer in writing.

INCLUSION OF OPTIONAL PROVISIONS

For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked n/a or struck in their entirety, if any blank within any part of the optional provision has been filled in, then it shall be as if the appropriate box also was marked, thereby including said optional provision with the Offer.

ACKNOWLEDGEMENT OF TERMS

The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials shall not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

CONFLICTING PROVISIONS

Should any provision of this Addendum conflict with any optional provision of the Offer or any other Addenda to this Offer, the provisions of this Addendum shall prevail, except if an FHA, VA or USDA Amendatory clause is executed by the Parties. The prevailing Central Time (Central Standard Time or Central Daylight Time) shall be used when determining whether a date and time in the Offer to Purchase are met. **NOTE: An executed FHA, VA or USDA Amendment will supersede this clause.**

ADDITIONAL PROVISIONS/CONTINGENCIES**READING / UNDERSTANDING:**

By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully.

BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS OR ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.

(X) JK 11/01/2024 (X) _____
(Buyer(s)' Initials) ▲ Date ▲ (Seller(s)' Initials) ▲ Date ▲

(X) _____ (X) _____
(Buyer(s)' Initials) ▲ Date ▲ (Seller(s)' Initials) ▲ Date ▲

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Drafted by: Attorney Debra Peterson Conrad.

July 2024

VILLAGE BOARD MEETING**From:**

Chad Pelishek, Assistant Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Approval of the Vacant Land Offer to Purchase from Wenzel Painting, Inc. for Lot 13 in the Crossroads Business Park.

Issue:

Does the Village Board accept the Vacant Land Offer to Purchase for Lot 13 in the Crossroads Business Park?

Background and Additional Information:

None

Budget Impacts:

Revenue- TID 2

Recommended Action:

Motion to approve the Vacant Land Offer to Purchase from Wenzel Painting, Inc. for Lot 13 in the

Attachments:

- [Vacant_Land_Offer_to_Purchase \(10-28-24\)\).pdf](#)
- [Addendum A to Offer to Purchase.pdf](#)

WB-13 VACANT LAND OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ October 28, 2024 ~~[DATE] IS (AGENT OF BUYER)~~

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

3 The Buyer, Wenzel Painting, Inc. , or assigns

4 offers to purchase the Property known as See Addendum A

5 _____

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 Harrison, County

8 of Calumet Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Thirty-Three Thousand, Four Hundred Ninety-Five
10 _____ Dollars (\$ 33,495.00).

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

13 _____

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

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: None other

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 November 13, 2024.

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 See Addendum A

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 \$ _____ 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~~ Seller)
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: none other

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** ~~Seller represents to Buyer that as of the date of acceptance Seller has~~
95 ~~no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-184) other than those identified in~~
96 ~~Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer~~
97 ~~signing this Offer and that is made a part of this Offer by reference~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 ~~and Buyer waives right to 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 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 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
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, 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 of 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. Owners a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 445(f).
180 cc. Other Defects affecting the Property, such as any agreement that binds 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 15 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 _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

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

252 _____
253 _____
254 and type of 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 this 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, on 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: _____

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 is stricken) obtaining the following, including all costs: a ☒ **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other: _____ for the Property for its proposed use described at lines 251-255.

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

287 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☒ **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) ☒ **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

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

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

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

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

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

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

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

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

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

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

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

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 383. 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 _____ ("0" 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

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 662. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

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

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

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

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

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

(1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

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

(2) _____

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

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

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

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

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

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

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

- (1) Seller does not have the right to cure; or
- (2) Seller has the right to cure but:
 - (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

NOTE: An executed FHA, VA or USDA Amendment clause may supersede this contingency.

CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

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

- (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- (2) Written waiver of _____ (name other contingencies, if any); and
- (3) Any of the following checked below:
 - ☐ Proof of bridge loan financing.
 - ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

Other: _____

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

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

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

CLOSING PRORATIONS: The following items, if applicable, shall be prorated at closing, based upon date of closing values: ~~real estate taxes, rents,~~ prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.

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

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

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

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

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

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

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

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

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

TITLE EVIDENCE

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

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

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

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

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

■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 45 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)(oral) **STRIKE ONE** lease(s), if any, are

Insert additional terms, if any, at lines 654-660 or attach as an addendum per line 682.

DEFINITIONS

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 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** _____
656 _____
657 _____
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.

ADDENDUM A - TO VACANT LAND OFFER TO PURCHASE

SELLER: Village of Harrison

BUYER: Wenzel Painting, Inc. or assigns

1. Property. The property subject to this Vacant Land Offer to Purchase is described as follows (the "Property"): Lot 13 of Crossroads Business Park located in the Village of Harrison, Calumet County, Wisconsin and which consists of 0.957 acres according to the Plat Map.

2. Use. As used herein, the term "Proposed Use" shall mean the Buyer's intended future use of the Property which is to construct a shop to operate its commercial and residential painting business out of and to otherwise store materials thereon which are related to the Buyer's business.

3. Contingencies.

A. General. Buyer's obligation to conclude this transaction is contingent upon the satisfaction of each of the following contingencies:

i. Approvals. Buyer obtaining from private parties and any appropriate governments or government agencies (including the Seller) in form and substance satisfactory to Buyer, all permits, approvals, easements and licenses necessary or desired for the Proposed Use including but not limited to, rezoning, conditional use, access, building, business and signage permits; land divisions; zoning and building code variances; access and utility easements; and any architectural, design or other necessary approvals of Buyer's project plans.

ii. Construction Approval. The Seller, including but not limited to the Seller's assessor, approving of the Buyer's construction plans, to the Buyer's reasonable satisfaction, that Buyer's construction plans will satisfy the \$500,000 of new value per acre requirement to comply the Seller's TIF district proforma.

iii. Utilities. Buyer determining that all necessary public utilities are currently available for use on the Property at suitable locations and at sufficient capacity for the Proposed Use and that such utilities and systems are in good condition and repair.

iv. Access. Buyer determining that the Property has sufficient access to dedicated public streets at access points acceptable to Buyer in Buyer's sole discretion.

v. Encumbrances. Buyer determining that any easements, covenants, conditions, restrictions, land use regulations, recorded documents and other encumbrances affecting the Property will not adversely affect or restrict the Proposed Use.

vi. Financing. Buyer being approved by its lender for a loan of \$500,000 for the construction of the shop and related improvements described in the Proposed Use on the Property, which such loan shall be amortized over a term of not more than 20 years once construction is completed and the interest rate cannot exceed more than 7.25% until construction is completed.

B. If Any Contingencies Not Met. If Buyer does not notify Seller within one hundred twenty (120) days after the date of acceptance (the “Contingency Deadline”) that the contingencies set forth above have been satisfied or waived by Buyer, then this Offer shall terminate and all earnest money paid hereunder shall be automatically returned to the Buyer. Buyer agrees to use its good faith efforts to make such inquiries, retain such consultants, make such applications and perform such acts as may be reasonably necessary or appropriate to enable Buyer to satisfy the above-stated contingencies, provided that Buyer shall not be required to attempt to satisfy all contingencies simultaneously, but shall be entitled to attempt satisfaction of the contingencies in a sequential order established by Buyer in Buyer’s sole discretion.

4. Closing. The transaction is to be closed (the “Closing”) at the offices of the title company selected by Seller on the first business day which is more than fifteen (15) days after the Seller’s receipt of written notice from the Buyer waiving or acknowledging satisfaction of each of the contingencies described in paragraph 5 or anywhere else in the offer or at such other time and as may be agreed upon Buyer and Seller.

5. Lease. The Seller represents and warrants no lease of any kind shall affect the Property as of Closing. Such representations and warranties shall survive the Closing.

6. Special Assessments. Special assessments, if any, for work on site actually commenced or levied prior to the date of this Offer shall be paid by Seller no later than Closing. The Seller agrees to provide to Buyer with a written statement from the municipality in which the Property is located verifying the status of real estate taxes, current or planned special assessments and other municipal charges affecting the Property at Seller’s expense.

7. Access and Cooperation. Buyer and its employees, agents, consultants, contractors, surveyor and other designees, at any time after the date of acceptance, shall have the right to enter the Property to conduct inspections, studies, tests, examinations, assessments and investigations of the Property, including the right to take and remove reasonable test samples. Seller shall cooperate with Buyer and its employees, agents, consultants, contractors, surveyor and other designees in Buyer’s exercise of its rights hereunder. Buyer shall, with respect to work performed by or on behalf Buyer, indemnify Seller against any and all expense liability or damage arising out of (i) any mechanics liens filed against the Property; or (ii) the negligent or malicious acts of Buyer or its agents.

8. Operation of Property. From the date of this Offer through the Closing Date, Seller shall:

A. Preserve the Property. Keep and preserve the Property in the condition existing as of the date of this Offer and not deposit or permit to be deposited thereon any garbage, fill or other refuse material without the Buyer’s prior written consent;

B. Other Agreements. Seller shall not enter into any agreement with respect to the Property which will extend in force beyond the Closing and purport to bind Buyer or the Property or will not be fully performed by Seller prior to Closing; and

C. Government. Not, without the prior consent of Buyer, initiate or consent to the change in any zoning applicable to the Property or in any other governmental law, permit, license, ordinance or regulation application to the construction, use occupation or operation of the Property.

9. Liquidated Damages. Notwithstanding any other provision herein, if all of the contingencies provided in paragraph 3 of this Addendum or otherwise found in this Offer are satisfied or waived and Buyer thereafter fails to complete the Closing as provided in this Offer, Seller, as its sole and exclusive remedy shall be entitled to the earnest money paid hereunder as liquidated damages.

10. No Broker. Each party represents and warrants to the other party that such party has not retained a broker, realtor or other real estate agent and as such owes no commission to any such third party as of Closing. Each party agrees to indemnify, defend and hold harmless the other party in the event of a misrepresentation or other breach of this paragraph 10.

11. Survival of Representations and Warranties. All representations and warranties of Buyer and Seller contained in this Offer or made pursuant to this Offer shall survive the Closing and the consummation of the transactions contemplated by this Offer.

12. Assignment. The Buyer shall have the right to assign this Offer to Purchase to a limited liability company owned by the current owners of Wenzel Painting, Inc.

13. Execution. The parties acknowledge that by execution below they are agreeing to be bound by the terms of this Addendum A and also by the terms of the Vacant Land Offer to Purchase. The parties acknowledge that by their execution herein, that the warranties, representations and covenants made herein survive the Closing and the conveyance of the Property. The Seller agrees to convey the Property on the terms and conditions as set forth herein and acknowledge receipt of the Offer.

BUYER:

SELLER:

Wenzel Painting, Inc.

Village of Harrison

By:_____

Darren M. Vande Hey, President

Dated:_____

By:_____

Name:_____

Title:_____

Dated:_____

By:_____

Name:_____

Title:_____

Dated:_____

VILLAGE BOARD MEETING**From:**

Chad Pelishek, Assistant Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Approval of Luniak Meadows 2 Developer's Agreement.

Issue:

Does the Village Board wish to approve the Luniak Meadows 2 Developer's Agreement?

Background and Additional Information:

Highlights of the Development Agreement:

1. The agreement reflects the changes approved by the Board at the October meeting regarding parkland costs and inspection hourly rates.
2. Includes requirements not allowing lots 69, 70, 71, 72, 73, 78, 79, 93, 95, 105, 108 to be offered for sale until wetland issues are approved by the DNR.
3. Includes cost sharing language that the Village will reimburse the developer \$742,506.53 for the costs of making Homestead Lane a commercial roadway vs. a residential street.

Budget Impacts:

None

Recommended Action:

Motion to approve the Luniak Meadows 2 Developer's Agreement.

Attachments:

- [Luniak Meadows2 Developers Agreement.pdf](#)

**SUBDIVISION DEVELOPMENT AGREEMENT
LUNIAK MEADOWS 2**

THIS AGREEMENT, made this ____ day of _____, 20____, between Dercks DeWitt, LLC, hereinafter called “Subdivider”, and the Village of Harrison, a municipal corporation of the State of Wisconsin, located in Calumet and Outagamie counties, hereinafter called “Village”.

WHEREAS, Subdivider is the owner of approximately 18.97-acres of land in the Village, said land being referred to as “Luniak Meadows” described as:

Lot 2 of Certified Survey Map3940, being part of the Northwest ¼ of the Northwest ¼ and part of the Northeast ¼ of the Northwest ¼ of Section 11, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin

WHEREAS, Subdivider desires to subdivide and develop said lands;

WHEREAS, said lands are presently zoned or planned to be zoned as **RS-1 | Single-Family Residential (Suburban)** which permits the above development; and

WHEREAS, the Plan Commission has recommended to the Village Board that the proposed subdivision of the above described lands be given final approval when the final plat thereof has been presented to the Village Board on the condition that the Subdivider enter into an agreement with the Village relative to the manner and method by which said lands are to be developed; and

WHEREAS, the Subdivider agrees to develop said land as herein described in accordance with this Agreement and in accordance with all of the ordinances and regulations of the Village of Harrison; and

WHEREAS, the developer/subdivider assures the Village and shall on the plat acknowledge:
“The owner/subdivider has no notice or knowledge of any environmental problems (the existence of hazardous or toxic substances) of any sort on the property being transferred. The owner/subdivider understands that it will pay for any costs to remediate any environmental problems encountered during construction of any of the public improvements required by the Village on the plat in the Developer’s Agreement. The owner/subdivider understand that they shall be individually responsible for any environmental problems found on the land, transferred to the Village on the Plat of Survey or Certified Survey Map during the construction of roads or other dedications and agree to hold the Village harmless until construction, installation or grading is complete.”; and

WHEREAS, the Village and Subdivider agree that the required dedications for surface water drainage and detention shall be dedicated with the plat acceptance, but shall be constructed by the developer as specified. Security for performance of the construction shall be secured by letter of credit or escrow. Security for performance shall not be released in full or in part, at the discretion of the Village, until performance is complete and sufficient development of the subdivision has occurred to satisfy the Village that further development related impairment or damage of surface water structures will not occur.

NOW, THEREFORE, in consideration of the granting of approval of a final plat for **Luniak Meadows 2** and the development thereof by the Village Board, the Subdivider does hereby agree to subdivide and develop said lands as follows:

SECTION 1 – IMPROVEMENTS

All public improvements shall be in accordance with the Village of Harrison Standards and Specifications as established in the *Standard Specifications Manual*, the Land Division Ordinance, and all other ordinances for the Village of Harrison. All plans and specifications for the public improvements shall require approval from the Village Engineer and Public Works Department prior to proceeding with construction.

A. ROADS AND STREETS The **Subdivider** hereby agrees:

To furnish, construct, grade and surface all roads and streets in the subdivision, all in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village.

The Village has given consideration to the installation required and completion dates shall hereinafter be established and specified below. The completion dates are based upon the developer's installation in accordance with the land division ordinance and the **FINAL** plan specifications and drawings approved by the Village.

All street construction, including but not limited to, sanitary sewer, watermain, storm sewer and associated laterals, subgrade, gravel base, and 1½" temporary asphalt binder shall be inspected by the Village, or their designee, in accordance with Section I, below.

Once the Village of Harrison standards have been met, the Village Board will take action respectively, to accept the listed roads. Acceptance of a gravel road may only occur after the subgrade, gravel, and 1½" temporary asphalt binder has been installed and inspected by the Village, all utilities (sanitary sewer, water, storm sewer, gas, electric, cable/phone, etc.) have been installed, and all terraces and primary drainage swales and ditches have been graded, seeded, and mulched and inspected by the Village. Once approved, the roads will sit for a period not less than two (2) freeze/thaw cycles but no more than three (3) years after acceptance by the Village Board.

During the specified time period, the mountable curb and gutter shall be installed, the 4-inch asphalt paving completed, and sidewalks and/or trails installed. The Subdivider shall be responsible for the construction of the mountable curb and gutter, asphalt paving, and sidewalk and/or trail construction. All sidewalks to be installed as part of a single project and shall not be installed on a per lot basis unless approved by the Public Works Department.

Sidewalks/aprons shall be installed on a per lot basis, however prior to final acceptance, the subdivider shall install any remaining sidewalks on lots that have not been sold to date.

All costs for construction of the curb and gutter, the asphalt paving, and sidewalks/aprons and/or trails shall be held in escrow, in the form of a Performance Bond, Letter of Credit, or Cash Escrow, payable to the Village of Harrison.

Any variation to the proposed schedule of the improvements as set forth in the contract below may be extended where requests are made by the Subdivider for construction during periods within the determination of the Public Works Department and the Village's Engineer, require extension of time periods to assure the Village that the improvements will not suffer from premature degeneration as a result of said construction.

For new utility or street construction between November 15th and May 1st, there will be an additional warranty period of three years beginning from the acceptance of the “gravel road”. Such warranty shall apply to all improvements in case of failure. Such warranty shall be in the form of a Performance Bond, Letter of Credit or Cash Escrow in an amount sufficient, as approved by the Public Works Department and/or Village Engineer, to repair defects in the roadway. Repair of such defects shall be determined by the Public Works Department.

The schedule for construction shall be as follows:

Timeframe Record	
Subdivision	Luniak Meadows
Final Subdivision Approval	November 2024
Sanitary, Water, and Storm Sewers	Winter 2024-25
Utilities (Gas, Electric, Phone, Cable, etc.)	Winter 2024-25
Grade & Gravel	Spring 2025
Terraces	Spring/Summer 2025
1½” Temporary Asphalt Binder	Spring/Summer 2025
Landscape Berm with Plantings	NA
Concrete Mountable Curb & Gutter	Spring/Summer 2028
4” Asphalt Pavement	Spring/Summer 2028
Sidewalks	Spring/Summer 2028

If 80% of the property owners of the subdivision request an earlier timeframe for curb & gutter, asphalt pavement, and sidewalks/trails to be installed, the Village Board may review such request.

B. CURB AND GUTTER The **Subdivider** hereby agrees:

1. To furnish, construct and install curb and gutter in accordance with the plat, plans, specifications and drawings attached hereto as Exhibit “A” and to complete said installation as set forth in the schedule above.

C. SIDEWALKS The **Subdivider** hereby agrees:

1. To furnish, construct and install concrete sidewalks in accordance with the plat, plans, specifications and drawings and to complete said installation as set forth in the schedule above. Sidewalks are to be constructed on both sides of the street. Sidewalks are to be installed along all lots at the same time.

D. SANITARY SEWER The **Subdivider** hereby agrees:

1. To furnish, construct, install and provide a complete sewerage system throughout the entire subdivision, all in accordance with the plat plans, specifications and drawings *as per the requirements of Darboy Sanitary District* and the *Standard Specifications Manual* for the Village of Harrison.
2. To install separate sanitary sewer laterals six (6’) feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.

3. The sanitary sewer system will not be accepted until the sanitary sewers have been installed and tested in accordance with *Darboy Sanitary District* specifications on file with the Department of Natural Resources and the Subdivider's plan specifications as approved by *Darboy Sanitary District* and the Village's Engineer.

E. WATER The **Subdivider** hereby agrees:

1. To furnish, construct, install and provide a complete water distribution system throughout the entire subdivision, all in accordance with the plat, plans, specifications and drawings *as per the requirements of Darboy Sanitary District* and the *Standard Specifications Manual* for the Village of Harrison.
2. To install separate water laterals six (6') feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.
3. The water distribution system will not be accepted until the water distribution system has been installed and tested in accordance with *Darboy Sanitary District* specifications on file with the Department of Natural Resources and Public Service Commission and the Subdivider's plans and specifications approved by the *Darboy Sanitary District* and the Village's Engineer.

F. SURFACE WATER DRAINAGE The **Subdivider** hereby agrees:

1. To furnish, construct, install and provide adequate facilities for storm and surface water drainage throughout the entire subdivision, all in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village and the Wisconsin Department of Natural Resources (WDNR) Post-Construction Performance Standards.
2. All stormwater management facility construction, including but not limited to, retention/detention ponds, primary drainage swales, and associated piping systems shall be inspected by an on-site inspector designated by the Village, before acceptance by the Village.
3. To install separate storm sewer laterals six (6') feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.
4. The Village Board will not accept the storm and surface water drainage improvements until the same have been installed and tested in accordance with the Village's specifications and the Subdivider's plans and specifications approved by the Village. The storm water and surface water drainage improvements shall be completed before a release of the performance guarantee specified by this contract.

G. EROSION CONTROL The **Subdivider** hereby agrees:

1. To install silt fence at the right-of-way line or install erosion matting within the right-of-way along all streets in the **FINAL** plat prior to acceptance of the street(s) in a graveled state. Silt fence or erosion matting to be installed in accordance with the WDNR Technical Standards.
2. Maintain silt fence along the right-of-way line until all land disturbances have been stabilized in accordance with WDNR Technical Standards.

3. Maintain all other erosion control practices for stormwater management facilities, environmental protections, etc., in accordance with WDNR Technical Standards.

H. GRADING The **Subdivider** hereby agrees:

1. To complete rough and fine grading along all primary drainage swales and ditches in the subdivision all in accordance with **FINAL** plat, plans specifications and drawings approved by the Village.
2. To complete rough grading along all property lines to the design grade.
3. To seed and establish a vegetative cover over all disturbed areas.

I. LANDSCAPING RESTORATION The **Subdivider** hereby agrees:

1. To preserve to the maximum extent possible existing trees, shrubbery, vines and grasses not actually lying within public roadways, easements, drainageways, building foundations sites, private driveways, solid absorption waste disposal areas, paths and trails by use of sound conservation practices.
2. To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. To provide topsoil, seed, fertilizer and mulch for primary drainage swales and ditches and seed fertilizer and mulch for terrace areas in order to provide permanent growth of grass prior to acceptance of the street(s) in a graveled state.
4. To provide a growth of grass and warranty for washouts or other destruction of the drainage plan structures.

J. LANDSCAPE BERMS The **Subdivider** hereby agrees:

1. None are proposed.

K. INSPECTIONS The **Subdivider** hereby agrees:

1. To allow for the Village, or a third party selected by the Village, to inspect all improvements for the purpose of ensuring compliance with the *Standard Specifications Manual* for the Village of Harrison.
2. To pay for all costs associated with the inspection of improvements within the subdivision development. Cost of Village inspections to be billed at the following rates: \$63 per hour for Engineering Technician (Field Inspector), \$68 per hour for Public Works Lead Foreman, and \$80 per hour for Operator, plus actual costs for incidental items, such as equipment, mileage, etc. Costs of third-party inspectors to be billed at actual costs to the Village.

- L. PAYMENT IN LIEU OF PARKLAND** The **Subdivider** hereby agrees:
1. To pay the Village a fee in lieu of parkland dedication in an amount equal to **\$32,941.44**. Fee in lieu of parkland is based on the following assumptions in the park impact fee and public needs assessment document: \$40,000 per acre of parkland, 6.65-acres of parkland per 1,000 residents, and 2.88 persons per household ($\$40,000 * 6.65 / 1,000 * 2.88 =$ per lot fee). There are 43-lots in Luniak Meadows 2.
- M. STREET LIGHTS** The **Subdivider** hereby agrees:
1. None are proposed.
- N. STREET/TRAFFIC SIGNS** The **Subdivider** hereby agrees:
- Street/traffic signs installed by the Village, at the Developer's sole expense, at an estimated amount of \$1,000.
- O. WETLANDS**
- The Subdivider understands that following lots 69, 70, 71, 72, 73, 78, 79, 93, 95, 105, and 108 cannot be offered for sale until the DNR exemptions to fill wetlands are received and provided to the Village.

SECTION II – MISCELLANEOUS REQUIREMENTS

- A. Survey Monuments. The Subdivider hereby agrees to properly place and install all survey or other monuments required by statute and ordinance.
- B. Grade. The Subdivider hereby agrees to furnish to the Village Engineer and/or Planner, the final signed plan set showing the finished grade at each lot corner.
- C. Plans. The Subdivider hereby agrees to furnish to the Village Engineer and/or Planner all plans and specifications identified in the Land Division Ordinance of the Village of Harrison.
- D. Compliance with Ordinances and Statutes. The Subdivider hereby agrees to comply with the requirements and provisions of all Village ordinances and state statutes.
- E. Record Drawings. The Subdivider agrees to provide the Village with grade sheets, asphalt mix records, and record drawings of the sanitary sewer, water main, storm sewer improvements, and streets showing location of all the appurtenances and features of the systems as required by the Village of Harrison Standard Specifications.
- F. Locations for Laterals or Other Improvements. If locates are necessary for any reason prior to final acceptance, the developer shall either provide adequate record drawings to the Village or the developer shall provide the field locates of utilities (such as laterals).

SECTION III – PUBLIC IMPROVEMENT GUARANTEE

- A. The Village will not sign the final plat until such improvement is guaranteed as listed in A(1).
1. The Subdivider shall provide an irrevocable letter of credit, or cash escrow, together referred to as Financial Guarantee, of which the Village can draw from, for an amount equal to one hundred twenty percent (120%) of the cost of furnishing, constructing, installing, staking, inspecting and testing the improvement as required by this contract. The amount shall include construction engineering costs, inspection, and shall be subject to final approval by the Village. (Improvements are described in this contract in Section 1 – Part, A, B, C, D, E, F, G, H, I, J, K, L, M & N hereof) The improvements shall be guaranteed prior to the Village approving the final plat.

The Subdivider shall notify the Village a minimum of ninety (90) days prior to the expiration of the Financial Guarantee. The Subdivider shall cause the Financial Guarantee to automatically renew year after year until released fully by the Village. Failure to notify the Village in writing that the Financial Guarantee will expire will be deemed a violation of this Agreement and the Village Board shall have the authority to draw upon the Financial Guarantee at any time.

That amount of the public improvements, **as provided by the developer's engineer**, and verified by the Village engineer is \$776,993.69.

Details of the estimated cost shall be attached as Exhibit "B".

- B. The Subdivider shall furnish, construct, install, stake, inspect and test the improvement. The improvement shall be dedicated to and accepted by the Village prior to the Village approving any release of a public improvement guarantee.
- C. The Subdivider hereby agrees to guarantee the improvements described in Section I hereof against defects due to faulty materials or workmanship which appear within a period of two (2) years [or three (3) years if winter construction is utilized] from the date the final course of asphalt has been laid and shall pay for any damages resulting therefrom to Village property. The warranty shall be in the form of a letter of credit, or cash escrow in an amount sufficient, as approved by the Public Works Department and/or Village Engineer, to repair such defect. Repair of such defect shall be determined by the Public Works Department.
- D. As improvements required by this Agreement are completed, approved and accepted by the Village, the Subdivider may request a reduction of the public improvement guarantee based upon a demonstration that there exists no necessity for a guarantee in the full amount as originally required. Reductions in the amount of the public improvement guarantee shall be solely within the discretion of the Village Board and shall be made only upon recommendation by the Public Works Department and Village Engineer.

- E. That the public improvement guarantee provided hereunder shall in all respects require compliance with the land division ordinance and particularly the performance guarantee as required by Article IV entitled “Development Agreements”.

SECTION IV – COST SHARING FOR HOMESTEAD LANE

- A. The Subdivider and the Village agree to share in the cost of Homestead Lane from Tony’s Way south to southernmost property line. The Village shall reimburse the Subdivider a total of \$742,506.53 for the cost to construct the roadway to meet the Village’s commercial street specification and to make the roadway 42 feet wide. The roadway shall be backfilled and compacted with granular backfill to allow for asphalt paving to occur within one year of the completion to support the Village’s commercial development.

SECTION V – BUILDING PERMITS

- A. The Village will not allow building permits to be issued to any person in the said subdivision until all improvements required herein have been dedicated to and accepted by the Village. The Village will perform no repair, maintenance or snow plowing upon said improvements until full acceptance of the roadways by the Village.
- B. Building permits may be issued by the Village upon all outstanding inspection and plan review fees or charges being paid and dedication acceptance and verification by the Village that the provisions of this Agreement have been complied with.
- C. The Village shall also require verification that all public improvements have been paid for in the form of Lien Waivers from all persons providing materials or performing work on the Public Improvements for which certification is sought, and upon recording of the final plat, provided that the Subdivider has filed a sufficient Financial Guarantee with the Village to cover the cost of remaining items. Should the Subdivider fail to complete any items pursuant to the terms of the contract by the date set forth herein, the Village shall have the right through the Financial Guarantee provided by the Subdivider to complete the said improvement and the Village shall have unrestricted access to the Subdivider’s land for said purpose.
- D. Further, in the event that during the construction of the improvements specified herein, it is determined by the Public Works Department, or Village’s Engineer, that the Subdivider and/or its subcontractors installing said improvements have created a situation that is hazardous to the public and requires guarding improvement or repair, the Village may access the Subdivider’s property for the purpose of making said repairs and any costs associated with the maintenance of roadways, filling of holes, removal of obstructions or other necessary work may be charged against the cash escrow or irrevocable letter of credit. The Public Works Department shall make an effort to notify the Subdivider of the situation. The Public Works Department and the Engineer in their judgment may determine the necessity of the repairs are urgent in nature and complete those repairs without notice to the Subdivider.

SECTION V – AMENDMENTS

The Village Board and Subdivider by mutual consent may amend this Agreement at any regularly scheduled meeting of the Village Board of the Village of Harrison. The Village Board shall not, however, consent to an amendment until after having first received a recommendation from the Public Works Department and/or the Village's Engineer.

The rest of this page left blank intentionally.

SUBDIVIDER

IN WITNESS WHEREOF, the Subdivider has caused this Agreement to be signed this _____ day of _____, 20__.

DERCKS DEWITT, LLC

BY: _____
Print Name: _____
Title: _____

BY: _____
Print Name: _____
Title: _____

STATE OF WISCONSIN)
COUNTY OF _____) SS

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

Notary Public-State of Wisconsin
My Comm. Exp. _____

VILLAGE OF HARRISON

Adopted by the Village Board of the Village of Harrison this _____ day of _____, 20__.

VILLAGE OF HARRISON

By: _____
Allison Blackmer, Village President

Attest: _____
Vicki Tessen, Village Clerk

EXHIBIT A

Final Plat, Plans, and Drawings as approved by the Village.

[illegible]

Legend

Line type 1	Line type 2	Line type 3	Line type 4
Node type 1	Node type 2	Node type 3	Node type 4
Connection type 1	Connection type 2	Connection type 3	Connection type 4
Label type 1	Label type 2	Label type 3	Label type 4

Project Number: 6614
June 26, 2024

[illegible]

EXHIBIT B

Engineer's Cost Estimate for Improvements.

ESTIMATE OF CONSTRUCTION COST

Luniak Meadows 2
Village of Harrison
For: Dercks Dewitt, LLC

Line	Description/Assembly	Units	Quantity	Unit Cost	Extended Cost
1	8" Sanitary Sewer	Feet	3,050.00	52.00	158,600.00
2	Sanitary Manhole	Feet	129.00	500.00	64,500.00
3	Castings	Each	11.00	605.00	6,655.00
4	Install Chimney Seals	Each	11.00	400.00	4,400.00
5	4" Sanitary Sewer	Feet	2,100.00	38.00	79,800.00
6	6" Sanitary Sewer	Feet	300.00	43.00	12,900.00
7	8"x4" WYE	Each	44.00	250.00	11,000.00
8	8"x6" WYE	Each	6.00	400.00	2,400.00
9	Televise Sanitary Sewer	Feet	3,050.00	2.00	6,100.00
10	Televise Laterals	Each	50.00	125.00	6,250.00
	*Sub				352,605.00
11	8" Water Main	Feet	3,200.00	52.00	166,400.00
12	1 1/4" Water Service	Feet	2,300.00	28.00	64,400.00
13	1 1/4" Water Set	Each	44.00	1,000.00	44,000.00
14	8" Gate Valve	Each	8.00	3,200.00	25,600.00
15	6" Gate Valve	Feet	9.00	2,200.00	19,800.00
16	6" Hydrant Lead	Each	90.00	50.00	4,500.00
17	Hydrants	Each	6.00	6,000.00	36,000.00
	*Sub				360,700.00
18	12" Storm Sewer	Feet	850.00	44.00	37,400.00
19	15" Storm Sewer	Feet	420.00	50.00	21,000.00
20	18" Storm Sewer	Feet	775.00	54.00	41,850.00
21	24" Storm Sewer	Feet	840.00	68.00	57,120.00
22	30" Storm Sewer	Feet	40.00	94.00	3,760.00
23	36" Storm Sewer	Feet	420.00	118.00	49,560.00
24	48" Storm Sewer	Feet	820.00	170.00	139,400.00
25	48" Diameter Storm Manholes	Feet	73.00	500.00	36,500.00
26	60" Diameter Storm Manholes	Feet	19.00	950.00	18,050.00
27	Casting Storm Manhole	Each	15.00	605.00	9,075.00
28	Inlets with Castings	Each	17.00	3,000.00	51,000.00
29	Yard Drains	Each	4.00	2,500.00	10,000.00
30	4" Storm	Feet	2,100.00	32.00	67,200.00
31	4" Storm Connections	Each	44.00	320.00	14,080.00
32	*Sub				555,995.00
33	Inlet Protection	Each	12.00	75.00	900.00
34	Top Soil Stripping	S.Y.	7,602.98	1.65	12,544.92
35	Lot Line Grading	Feet	1,400.00	8.00	11,200.00
36	Excavation For Roads	C.Y.	7,643.78	10.00	76,437.78
37	Fine Grading	S.Y.	22,931.33	0.50	11,465.67
38	CABC For Roads	Tons	9,464.00	13.80	130,603.20
39	Geotextile	S.Y.	14,006.00	2.00	28,012.00
40	Temporary Asphalt	Tons	1,249.10	107.07	133,741.14
41	Silt Fence Along Right of Way	L.F.	6,254.00	2.09	13,070.86
42	*Sub				417,975.56
43	WE Energies Electric Distribution				66,919.00
44	WE Energies Gas Service				53,029.00

ESTIMATE OF CONSTRUCTION COST

Luniak Meadows 2
Village of Harrison
For: Dercks Dewitt, LLC

Line	Description/Assembly	Units	Quantity	Unit Cost	Extended Cost
45	Sub				119,948.00
	Estimated Future				
46	Permanent Asphalt	Tons	3,523.93	128.48	452,769.05
47	Curb and Gutter	LF	6,254.00	21.36	133,585.44
48	Concrete Sidewalk	SF	31,270.00	6.00	187,620.00
49	Terrace Restoration	SY	11,118.22	2.70	30,019.20
	*Sub				1,043,889.69
	*Total				2,851,113.25

EXHIBIT C

Financial Guarantee.

To be provided after Village Board approval.

EXHIBIT D

Engineers Estimate on Cost Sharing Costs for Homestead Lane

ESTIMATE OF VILLAGE SHARE OF CONSTRUCTION COST

Homestead Lane in Luniak Meadows 2
Village of Harrison, Calumet County, WI
For: Dercks Dewitt, LLC

Line	Description/Assembly	Units	Quantity	Unit Cost	Factor	Extended Cost
1	8" Sanitary Sewer	Feet	918.94	52.00	0.50	23,892.44
	Granular Backfill for Sanitary Sewer	Feet	1,092.00	63.89	1.00	69,767.88
2	Sanitary Manhole	Feet	47.26	500.00	0.50	11,815.00
3	Castings	Each	4.00	605.00	0.50	1,210.00
4	Install Chimney Seals	Each	4.00	400.00	0.50	800.00
5	4" Sanitary Sewer	Feet	513.00	38.00	1.00	19,494.00
6	6" Sanitary	Feet	-	43.00	1.00	-
	Granular Backfill for Laterals	Feet	704.00	31.10	1.00	21,894.40
7	8"x4" WYE	Each	6.00	250.00	1.00	1,500.00
8	8"x6" WYE Branches	Each	-	400.00	1.00	-
9	Televise Sanitary Sewer	Feet	918.94	2.00	0.50	918.94
10	Televise Laterals	Each	6.00	125.00	1.00	750.00
11	*Sub					152,042.66
12	8" Water Main	Feet	1,036.77	52.00	0.50	26,956.02
	Granular Backfill for Water Main	Feet	1,100.00	31.10	1.00	34,210.00
13	1 1/4" Water Service	Feet	-	28.00	1.00	-
14	1 1/4" Water Set	Each	-	1,000.00	1.00	-
	1 1/2" Water Service	Feet	448.00	33.60	1.00	15,052.80
	1 1/2" Water Set	Each	4.00	1,200.00	1.00	4,800.00
15	8" Gate Valve	Each	2.00	3,200.00	0.50	3,200.00
16	6" Gate Valve	Feet	3.00	2,200.00	0.50	3,300.00
17	6" Hydrant Lead	Each	13.50	50.00	0.50	337.50
18	Hydrants	Each	3.00	6,000.00	0.50	9,000.00
19	*Sub					96,856.32
20	12" Storm Sewer	Feet	59.00	44.00	0.50	1,298.00
21	15" Storm Sewer	Feet	25.00	50.00	0.50	625.00
22	18" Storm Sewer	Feet	105.00	54.00	0.50	2,835.00
23	24" Storm Sewer	Feet	603.00	68.00	0.50	20,502.00
24	30" Storm Sewer	Feet	-	94.00	0.50	-
25	36" Storm Sewer	Feet	304.00	118.00	0.50	17,936.00
26	48" Storm Sewer	Feet	-	170.00	0.50	-
	Granular Backfill for Storm Sewer	Feet	1,064.00	29.62	1.00	31,520.28
27	48" Diameter Storm Manholes	Feet	12.78	500.00	0.50	3,195.00
28	60" Diameter Storm Manholes	Feet	19.07	950.00	0.50	9,058.25
29	Castings Storm Manhole	Each	5.00	605.00	0.50	1,512.50
30	Inlets with Castings	Each	6.00	3,000.00	0.50	9,000.00
31	Yard Drains	Each	-	2,500.00	0.50	-
32	4" Storm	Feet	-	32.00	1.00	-
33	4" Storm Connections	Each	-	320.00	1.00	-
34	*Sub					97,482.03
35	Inlet Protection	Each	6.00	75.00	0.50	225.00
	Top Soil Stripping	S.Y.	7,602.98	1.65	0.50	6,272.46
36	Lot Line Grading	Feet	1,400.00	8.00	0.50	5,600.00
	Excavation For Roads	C.Y.	2,532.44	10.00	1.50	37,986.67
	Fine Grading	S.Y.	7,602.83	0.50	2.50	9,503.54
37	CABC For Roads	Tons	2,983.59	13.80	0.50	20,586.80
	CABC For Oversize (7 feet)	Tons	564.04	13.80	0.50	3,891.91
38	Geotextile	S.Y.	4,262.28	2.00	0.50	4,262.28
	Geotextile For Oversize (7 feet)	S.Y.	806.38	2.00	0.50	806.38
	Temporary Asphalt	Tons	311.03	107.07	0.50	16,651.04
	Temporary Asphalt For Oversize (7 feet)	Tons	72.57	107.07	0.50	3,885.24
	Silt Fence Along Right of Way	L.F.	1,036.77	2.09	1.00	2,166.85
39	*Sub					111,838.16
	Estimated Future					
	Permanent Asphalt	Tons	829.42	128.48	0.50	53,283.34

ESTIMATE OF VILLAGE SHARE OF CONSTRUCTION COST

Homestead Lane in Luniak Meadows 2
Village of Harrison, Calumet County, WI
For: Dercks Dewitt, LLC

Line	Description/Assembly	Units	Quantity	Unit Cost	Factor	Extended Cost
	Permanent Asphalt For Oversize (7 feet)	Tons	193.53	128.48	1.00	24,865.56
	Concrete Sidewalks	SF	10,367.70	5.00	0.50	25,919.25
	Curb and Gutter	LF	1,036.77	21.36	1.00	22,145.41
	Terrace Restoration	SY	1,382.36	2.70	1.00	3,732.37
						241,784.09
	Storm Water Pond Buy-In	AC	10.09	4,214.38	1.00	42,503.26
	*Total					742,506.53

ESTIMATE OF VILLAGE SHARE OF CONSTRUCTION COST

Homestead Lane in Luniak Meadows 2
Village of Harrison, Calumet County, WI
For: Deroks Dewitt, LLC

Line	Description/Assembly	Units	Quantity	Unit Cost	Factor	Extended Cost
	Storm Water Pond Buy-In	AC	10.09	4,214.38	1.00	42,503.26
	*Total					505,970.42

EXHIBIT E

Final Acceptance Checklist



COMMERCIAL AND RESIDENTIAL SUBDIVISION FINAL ACCEPTANCE APPLICATION AND CHECKLIST

Owner/Applicant

Name: _____
 Company: _____
 Address: _____
 City/St/Zip: _____
 Telephone: _____
 Email: _____

Property Information

Project Name: _____
 Site Address: _____
 Parcel No.(s): _____
 Project Acres: _____

The following applicable information must be submitted to the Village Planner, Village of Harrison, W5298 State Hwy 114, Harrison, WI 54952 at the end of construction and **prior** to any formal action by the Village to approve acceptance of the utilities and individual lot sales.

- ☐ **Subdivision Final Checklist** – Include a copy of this checklist and all required documents described below with the checklist submittal. Submit to Village of Harrison, Village Planner, W5298 State Highway 114, Harrison, WI 54952
- ☐ **Certificate of Completion** – The Engineer of Record shall submit a statement certifying that “All improvements and installations have been completed in accordance with the approved construction documents dated _____ and Village Specifications.”
- ☐ **Record Drawings (As-Built) and Final Plat** – Record drawings shall be submitted to the Village Planning and Development department for review and approval. Once received, the Village Planning staff will review with the Department of Public Works staff. All punch-list work items of deficiencies shall be completed/corrected before the Village will sign off.
- ☐ **Detention Basin As-Built Survey** - Developer shall have an as-built survey conducted for any stormwater detention basin included in the project. Geotechnical reports of soil conditions during basin construction shall be provided.
- ☐ **Lots Monumented** – A licensed surveyor shall furnish a certification letter that all Monuments have been placed on each corner angle point, and at the beginning and end of all curved segments of each lot or parcel. Developer shall also provide top of foundation elevations to the Village of Harrison as new homes are being built.
- ☐ **Final Inspection** – A final inspection of the development **will not be scheduled until** all documents are submitted as outlined above. Contact the Operations Manager of the Department of Public Works at 920-989-1062 x 6 to schedule the final inspection. DPW shall include the Planning and Development staff as needed on the final inspection. The Department of Public Works should notify the Planning Department when final inspection is complete. Any final corrections or deficiencies must be completed

before approval of the Final Plat will be considered. The Developer may be charged for each additional inspection after two that may be required. The Developer shall provide a completed final inspection (completing all punch list items) form from the De with this application submittal.

☐ **Harrison Utilities or Darboy Sanitary District Final Inspections** – shall be conducted on all water and sewer systems according to the Utilities standard specifications. To schedule an inspection with Harrison Utilities, contact Tom Van Zeeland, Lead Systems Operator at 920-850-6864 and for Darboy Sanitary District contact Pat Hennessey, Utilities Superintendent at 920-788-6048. Utilities will require developer to provide the following Test Reports: Manhole Test, TV Test, Bacteriological Test, Valve and Hydrant Test, Water Pressure Test, Low air pressure test, and others at determined by the utility prior to sign-off. Developer shall provide a completed final inspection (completing all punch list items) from the respective Utility with this application submittal.

☐ **Lien Waivers and Final Costs/Quantities** - Provide copies of lien waivers and final costs/quantities as generated by the contractor(s) on this project.

☐ **Final Plat Approval** – Provide one original signed of the Approved Final Plat drawings. Village signatures will sign-off and provide the original back to the developer for recording purposes.

☐ **Recording Fees** – The Developer will be responsible for payment of filing fees for the final plats.

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Chad Pelishek, Assistant Village Manager and Jarred Gerl,
Fire Chief

Meeting Date:

November 12, 2024

Title:

Approval of Architect/Engineer for the Fire Station 60 Renovation.

Issue:

Does the Village Board wish to approve McMahon to complete the renovation to Fire Station 60 for \$142,200?

Background and Additional Information:

The Village issued a request for proposals for the renovations at Fire Station 60. Five proposals were received from the following firms:

1. McMahon for \$142,200
2. Dimension IV for \$160,000
3. Keller for \$180,000
4. SEH for \$235,000
5. Wendel cost to be determined as part of the Station 70 project.

The Fire Chief and Assistant Village Manager are recommending McMahon based on their experience and working relationship regarding the Village Garage project. Additionally, McMahon is the Village Engineer who happens to have the lowest cost.

Budget Impacts:

\$142,200 2025 Capital Outlay

Recommended Action:

Motion to approve McMahon as the Architect/Engineer for the Fire Station 60 Renovation for \$145,250.

Attachments:

- [Fire Station 60 RFP for Remodel 9-3-24.pdf](#)
- [3870_001.pdf](#)
- [24_1105 Village of Harrison Station 60 Agreement.pdf](#)



REQUEST FOR PROPOSAL FOR FIRE STATION 60 RENOVATION

Issued by:
Village of Harrison

Proposals must be submitted by:
Friday, September 27, 2024, by 1:00 p.m.

Proposal must be submitted to:
Assistant Village Manager, Chad Pelishek
Village of Harrison
W5298 State Road 114
Menasha, WI 54952

For additional information please contact:
Assistant Village Manager, Chad Pelishek (920) 989-1062 ext. 8
Email: Cpelishek@harrison-wi.org

Purpose of Request

The Village of Harrison in Calumet County, Wisconsin, is soliciting proposals from qualified firms who are experienced in the design, construction, and remodel of fire stations/public safety facilities. The Village is looking to update Fire Station 60 located at W469 Clifton Road in Sherwood, Wisconsin.

Background

Fire Station 60 is used to service the Village of Sherwood and support the Village of Harrison in the Eastern/Southern portions of the district. Approximately 30 volunteer firefighters report to this station for dispatched emergency calls. The current facility is inadequate for department needs, including apparatus space and lacks personnel decontamination areas. Additionally, much of the facility's interior finishings are outdated, worn, and need updating/replacement.

A Facilities Evaluation and Concept Plan containing recommendations addressing the above-listed needs has already been established through SEH.

[harrison-wi.org/files/assets/public/v/1/departments/village-manager/ report-harrison-2024-03-18.pdf](http://harrison-wi.org/files/assets/public/v/1/departments/village-manager/report-harrison-2024-03-18.pdf)

Project Description

This project will ultimately result in the renovation of Fire Station 60, including the planning, designing, and renovation of the existing facility to house and equip emergency response needs. The project will consist of structural renovations to provide additional space for apparatus, equipment, firefighter safety, and decontamination. Consideration for an apparatus bay exhaust system, drive-through bays, and plumbing upgrades are included as part of the project scope. Additionally, the project will incorporate the reconfiguration of the administration/training room area. The finished facility must be an integrated, functional, and aesthetically pleasing structure that will meet fire department needs, complement the neighborhood, and meet the respected standards of quality for the Villages of Harrison and Sherwood.

It is anticipated that the project will consist of two phases:

Phase 1 - Facility Design, Bidding, and Award

Phase 2 - Construction Administration

Professional Services Required

The professional services needed for this project will include providing all architectural, mechanical, electrical, electronic, structural, and civil engineering services needed to design, bid, and construct the final project.

Scope of Project

Phase I - Facility Design, Bidding, and Award

- a) Complete design, starting with schematic designs through construction documents and bidding.
- b) Compile bid/permit documents and construction drawings. Assist with bidding services.

Phase II - Construction Administration

- a) Work in conjunction with the selected construction manager through the construction process.

Scope of Services

Phase 1 - Facility Design, Bidding, and Award

- a) Meet with staff to establish a process for conducting the design phase. The deliverables from the design process will be detailed drawings and specifications acceptable to the Village and suitable for public bidding.
- b) Provide all required architectural, structural, mechanical, electrical, electronic, and civil engineering expertise and services to prepare a detailed facility design that addresses all aspects of the project.
- c) Produce construction drawings and specifications for the facility's final design. Submit three (3) intermediate sets to the Village staff for review at the 100% schematic design and 100% design development.
- d) Finalize the detailed facility design based on input from the fire department and village staff.
- e) Provide final construction drawings and bid documents and work with village staff to bid the renovation.
- f) Review submitted bids with village staff to select contractor(s).

Phase 2 - Construction Administration

- a) Visit the site as often as mutually agreed upon to review the progress and quality of work per the contract documents.
- b) Assist in keeping village staff advised on the progress and quality of work.
- c) Conduct such inspections as are necessary to determine the pending completion of work or portions thereof and prepare a list of incomplete or unsatisfactory items and a schedule for their completion.
- d) Work in conjunction with the construction manager to assist village staff in determining final completion and ensuring all documents, guarantees, manuals, bonds, warranties, as-built drawings, etc., are turned over to the Village.

Proposal Content

General

Any firm interested in proposing this project must submit a complete response to the Request for Proposal. Although no specific format is required for the written proposal, this section is intended to provide guidelines on key areas that the Fire Department will look for in the proposal. Any questions regarding the RFP should be made in writing and directed to the Fire Chief's office. Three (3) copies of the written proposal are required.

Proposal - Part A: Narrative

In general, Part A of the proposal should thoroughly address the project objective, the architectural design approach, work products to be provided, and personnel loading and schedule for completion. The latter shall cover the completion of the work stages and tasks associated with those variables. Also included in Part A should be confirmation of the Firm's project team, plus their qualifications and an organizational chart. The Village's position is that the Firm submitting the proposal is committed to providing the project team listed and that any substitutions on that team after its receipt must be approved in advance by the Village. To evaluate the proposals from the participating firms, the Village will review, at a minimum, the following proposal components:

- a) Identification of the project manager with a limited resume describing educational background and relevant past project management experience. Representative projects should include the project description, level of involvement, and performance related to cost control deadlines.
- b) Identification of the project team with a clear description of the role each member will serve. A limited resume should be included for each member that describes their most relevant project experience. If sub-consultants are proposed, this information should be provided for team members from their staff as well.

- c) A detailed scope of services. Although the Village in this RFP attempts to identify the services required, this should not constrain the Firm in the development of a scope they believe is necessary to meet the Village objectives. The Village will be receptive to alternative scopes of service. The scope must demonstrate the Firm's understanding of the project's objectives, priorities, and challenges and their plan to address them through the proposed project management approach.
- d) A project schedule that identifies important milestones and decision points for each work task.
- e) Other relevant material as needed to exhibit the Firm's ability to perform the work and provide adequate information to the Village to evaluate the proposal.

Proposal – Part B: Fee Schedule

This part of the proposal shall be sealed and separate from Part A. It will include the Firm's detailed cost estimate to finish the services detailed in their proposal. Also enclosed should be a balance sheet audit report to verify financial capabilities and a certified calculation of general and administrative overhead.

Proposal – Part B: Fee Schedule will **not** be used to evaluate proposals leading to the selection of the top candidate and will not be opened until evaluations have been completed. The fee proposal will be used for negotiations leading to the final contractual scope-of-services and contract fee. Should the evaluation process not result in a clear choice as to the top-rated Firm, the fee proposal will be used to assist the selection committee in determining its final recommendation.

If the Village is unsuccessful in reaching a contract agreement with the top-ranked Firm, negotiations will cease, and the second-ranked Firm will be invited to negotiate with the Village.

Proposal – Part C: Presentation

As part of the submittal process, the firms must present their project proposal to the Village/Fire Department staff. The substance of this presentation should follow the key elements of the written proposal and be made by key members of the project team, including the project manager. Each Firm will be allowed one hour, and they should incorporate time for a question-and-answer session.

Proposal Deadline

The deadline for receiving proposals is September 27, 2024, at 1:00 p.m. Proposals should be directed to Assistant Village Manager, Chad Pelishek at W5298 State Road 114, Menasha, WI 54952.

Proposal – Part D: Miscellaneous Proposal Information

- a) The Village of Harrison reserves the right to accept or reject, either in whole or part, all submittals in response to this request, with or without cause, and to waive informalities in any submittals which are in the best interest of the Village.
- b) All material submitted regarding this RFP becomes the property of the Village of Harrison and will be returned to the Firm at the Village's option. Any person may review responses after the final selection has been made. The Village of Harrison reserves the right to use any or all ideas presented in reply to this request. Disqualification of a Firm shall not be considered a waiver of their reservation.
- c) The Village is not liable for any cost incurred by the firms prior to the issuance of a written agreement, contract, or purchase order.
- d) The contents of the proposal of the successful consultant will be a contractual agreement if the Village wishes to execute a contract based on the submitted proposal. Failure of the successful Firm to accept these obligations in a purchase agreement, purchase order, contract or similar instrument may result in cancellation of the award.
- e) All products produced in response to the contract resulting from this RFP will be the sole property of the Village of Harrison. This includes any original drawings prepared for this project.
- f) The Village reserves the right to contact any reference, or client listed in the documents for information that may be helpful to the Village in evaluating the Firm's performance on previous projects.

Selection Process

Upon receipt of each Firm's proposal, Part A - Narrative and Part C -Presentation shall be evaluated based on the following criteria:

1) *Project Manager Qualifications*

The education and experience background of the project manager assigned to the project.

2) *Project Team Qualifications*

The level of knowledge and pertinent experience of the staff the Firm assigns and commits to the project.

3) *Scope of Services Proposed*

The degree the Firm's proposed scope of services addresses the project's goals and objectives and clearly demonstrates the Firm's understanding of the priorities and special conditions of the specific project.

4) *Presentation Quality*

The level of confidence, knowledge, and project familiarity demonstrated by the project team during the proposal presentation as well as their ability to answer questions clearly and succinctly.

5) *Schedule*

The adequacy and appropriateness of the project schedule.

Based on the evaluation of the written proposals and the proposal presentations, an initial selection will be made of the most qualified Firm by ranking the proposals. The sealed Part B of the proposal of the selected Firm shall then be opened for inspection. The Village will negotiate with the top-rated Firm to finalize the scope of services in the service fees so that they may be incorporated into the formal contract.

If the estimate in Part B of the proposal is shown by a review of other analyses to be unsatisfactory, or subsequent negotiations are unsuccessful in bringing the fee proposal into an acceptable range, the Village will cease discussions with the top ranked Firm and initiate negotiations with the second ranked firm.

Negotiations Guidelines

The successful Firm shall participate in a fee negotiation meeting with the Village. The negotiation and discussion will cover the Firm's costs, including direct costs, indirect costs, and profit or net fee, as may be considered by the Village to be reasonable. The Village and Firm will also agree upon the project schedule and any final adjustments in the project requirements during this meeting.

Standard Agreement

If a fee is agreed upon, the Fire Chief and Assistant Village Manager will prepare a Board Action Item requesting authorization to negotiate and enter into an Agreement for Professional Services with the selected Firm. The Fire Chief and Assistant Village Manager will also inform the other remaining firms that the award has been made to a selected Firm.

Projected Timeline

The schedule below is a guide only and may be amended from time to time as conditions demand or village staff directs.

9/6/2024	Request for Proposal published in the newspaper.
9/3/2024-9/23/2024	Interested firms tour the building site with village staff. Interested firms are directed to set up appointments with the Assistant Village Manager at (920)989-1062 ext. 8.
9/27/2024	Written proposals must be submitted by 2:00 p.m. to the Assistant Village Manager, W5298 State Road 114, Menasha, WI 54952.
9/27/2024 – 10/18/2024	Presentations by short-listed firms. Firms should expect presentation appointments between 10:00 a.m. and 3:00 p.m.
10/18/2024	Firm selected and negotiations initiated.
10/29/2024	Firm selection and services agreement approved by the Village Board.
10/30/2024	Notice to proceed is given to the selected firm.

PROPOSAL

SEPTEMBER 27
2024

DESIGN SERVICES

FIRE STATION 60 RENOVATION

PREPARED FOR

VILLAGE OF
HARRISON



McMAHON
ENGINEERS / ARCHITECTS

SERVICE INSPIRED SINCE 1909

PROPOSAL

SEPTEMBER 27
2024

DESIGN SERVICES

**FIRE STATION 60
RENOVATION**

PREPARED FOR THE
**VILLAGE OF
HARRISON**



TABLE OF CONTENTS

- COVER LETTER
- 1. FIRM INFORMATION
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- 3. REVELANT EXPERIENCE
- 4. PROJECT NARRATIVE & SCHEDULE
- 5. SCOPE OF SERVICES

McMAHON. YOUR FULL-SERVICE DESIGN & CONSULTING FIRM

- Architecture
- Environment & Infrastructure
- Water & Wastewater
- Structures & Building Systems
- Public Safety & Municipal Management
- Industry

Wisconsin | Illinois | Indiana 920.751.4200 MCMGRP.COM





September 27, 2024

Village of Harrison
Attn: Assistant Village Manager, Chad Pelishek
W5298 State Road 114
Menasha, WI 54952

RE: Request for Proposal
Fire Station 60 Renovation
McM No. M0032-06-99-00001

Dear Mr. Pelishek,

McMahon Associates, Inc. (McMahon) is pleased to submit the attached information in response to the Request for Proposal for the Renovation of Station 60. Our McMahon Team is prepared to take on this project and serve as a committed and driven partner bringing the unique advantages our team offers to your project:

- **Real-world safety experience** – Our Public Safety & Municipal Management division stands out with its team of consultants who are current and former police and fire chiefs, offering firsthand knowledge and insights that improve our design by adding practicality and effectiveness. Former Chief Kevin Kloehn is a member of McMahon and will be part of the project team.
- **Strategic consulting partners** – For your project, we are strategically partnering with CPH who will provide expertise in HVAC, plumbing, and fire protection (scope) design. We believe this collaboration will complement our services to the Village and Department.
- **Experience in your industry** – The team leading your project comprises experienced professionals passionate about your success. This team has delivered successful projects for numerous Police and Fire departments in Wisconsin and Illinois.
- **Privately-owned, local A/E firm** – We have a vested interest in the growth and development of our communities because we are a privately-owned, northeast Wisconsin business. We take pride in our deep-rooted connections to the area we serve and because of that, every project we take on is more than just a job — it's a personal investment in the place we call home.

We appreciate the opportunity to provide a proposal for this project. We look forward to working with the Village of Harrison and the Fire Department and are committed to delivering a successful remodel of the building. If you have any questions after reviewing this proposal, please feel free to contact me.

Respectfully,
McMahon Associates, Inc.

Michael A. Martin
ASSOCIATE / SENIOR ARCHITECT

Section 1: **FIRM INFORMATION**



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McMAHON
ENGINEERS ARCHITECTS

ABOUT McMAHON

SERVICE INSPIRED

McMahon is an established engineering, architecture and consulting firm with more than a century of experience.

We began in 1909 serving the Wisconsin Fox Valley and since then have expanded our reach to work with clients and projects across the country and even around the world. Our firm is headquartered in Neenah, Wisconsin with offices in Illinois and Indiana.

As our company expands and evolves, we remain true to our core principles that have defined us for more than a century: outstanding service, unparalleled client satisfaction and building relationships that last. We are proud of the strong reputation we have earned among our clients and long-term partnerships we have developed.

As we look forward to the future, we are excited for what is to come – new clients to serve and new opportunities to build a better future for our clients and communities.



BUSINESS INFORMATION

At McMahon, we believe in long-term client relationships. 85% of McMahon clients are repeat customers. Building relationships with our clients is the foundation to the success of our company and it's been a part of the McMahon philosophy from the company's very beginning in 1909.

PRINCIPALS

Paul Benedict PE, SE | PRESIDENT
pbenedict@mcmgrp.com | 920.751.4200 x264

Michael McMahon AIA, NCARB | EXECUTIVE VICE PRESIDENT
mcmahon@mcmgrp.com | 920.751.4200 x330

Matthew Greely PE | EXECUTIVE VICE PRESIDENT
mgreely@mcmgrp.com | 920.751.4200 x226

Vic Lutz | CFO
vlutz@mcmgrp.com | 920.751.4200 x247

REGIONAL OFFICES

MACHESNEY PARK ILLINOIS
Chris Dopkins PE | ASSOCIATE
cdopkins@mcmgrp.net | 920.751.4200 x264

VALPARAISO INIDANA
John Sturgill RLA | VICE PRESIDENT
jmsturgill@mcmgrp-in.com | 219.462.7743 x501

STAFFING

ENGINEERING PERSONNEL

Project Managers	15
Engineers	35
Engineering Technicians	18
Ecologists/Scientists	3
Designers	9

ARCHITECTURAL PERSONNEL

Project Managers	2
Registered Architects	5
Designers	4

LAND SURVEY PERSONNEL

Professional Land Surveyors	5
Land Survey Technicians	10

PUBLIC SAFETY & MUNICIPAL MGT

Public Safety Specialists	16
Public Management Specialists	5

SUPPORT PERSONNEL

Accounting	6
Grant Specialist/Writer	1
GIS Specialists	2
Construction/Operations Services	10
Marketing/Business Development	3
Administrative Assistants	9
IT	1

TOTAL EMPLOYEES 159



HEADQUARTERED
Neenah WISCONSIN

REGIONAL OFFICES
MACHESNEY PARK ILLINOIS
VALPARAISO INDIANA

McMAHON ASSOCIATES, INC.

1445 McMahon Drive
Neenah, WI 54956

Mailing: PO Box 1025
Neenah, WI 54957-1025

P 920.751.4200 | F 920.751.4284

115 YEARS

SERVICE INSPIRED SINCE 1909

#STATES
LICENSED TO
PRACTICE

23 ENGINEERS
15 ARCHITECTS
15 COMPANY LICENSED
TO PRACTICE





RELATIONSHIP
BUILDING
REPEAT CLIENTS

85%

ENR TOP 500 DESIGN FIRM

AT YOUR SERVICE

McMAHON OFFERS A WIDE RANGE OF SERVICES THROUGH OUR SKILLED IN-HOUSE TEAM ACROSS SIX DIVISIONS

ENVIRONMENT & INFRASTRUCTURE

- Municipal Engineering
- Transportation
- Water Resources
- Environment & Ecology
- Site Development
- Land Surveying
- GIS Development/Geospatial Technologies

ARCHITECTURE

- Facility Condition Assessments
- Site and Building Master Planning
- Project Programming and Budgeting
- Interior Design
- Project Visualizations (Still/Animated)

WATER & WASTEWATER

- Drinking Water
- Wastewater
- Renewable Fuels/Waste-to-Energy

STRUCTURES & BUILDING SYSTEMS

- Structural Engineering
- Electrical/Controls
- Mechanical HVAC & Plumbing Design

INDUSTRIAL ENGINEERING

- Existing Facility Studies
- Project Planning and Budgeting
- Integrating Facilities and Process Equipment

PUBLIC SAFETY & MUNICIPAL MANAGEMENT

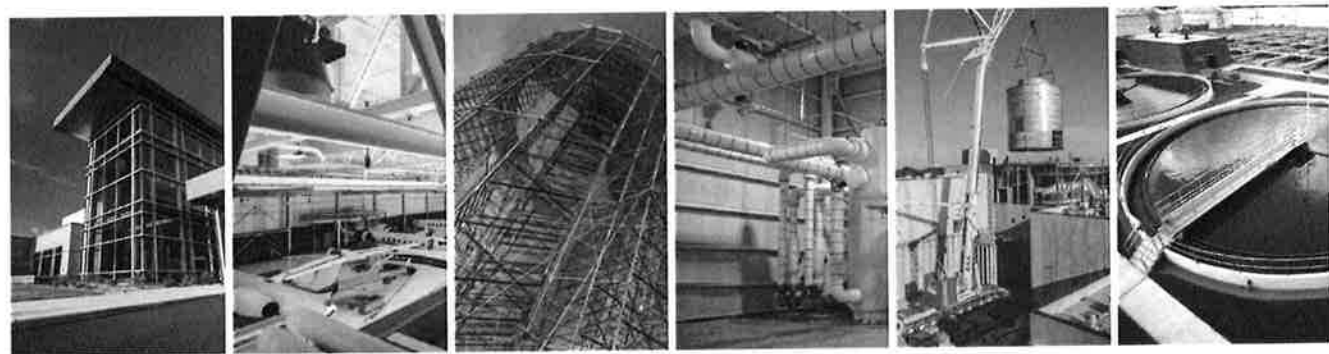
- Public Safety and Emergency Management
- Public Management
- Security Services
- Building Inspections

VALUE ADDED SERVICES

- Construction Administration
- Funding Strategies and Grant Assistance
- Construction Services
- Engineered Construction Management
- Startup and Operations Services

WHO WE SERVE

- | | | |
|------------------|--------------------|---------------------------------------|
| ▪ Municipalities | ▪ Food & Beverage | ▪ Emergency Response |
| ▪ Commerce | ▪ Pulp & Paper | ▪ Hospitality/Athletics/Entertainment |
| ▪ Healthcare | ▪ Aviation | ▪ Cultural/Faith-based |
| ▪ Education | ▪ Transportation | ▪ Community/Private Residential |
| ▪ Agriculture | ▪ Tribal | |
| ▪ Manufacturing | ▪ Energy/Utilities | |



ARCHITECTURE

SOLUTIONS THAT GO BEYOND AESTHETICS

Functional and creative design solutions to meet your unique needs.

The success of your project depends on more than just an attractive building design. That is why we approach projects with a focus on understanding and aligning with your goals. Whether it's improving workflow efficiency, creating an invigorating work environment or maximizing space utilization, our team will work with you to create a functional and creative design solution that meets your unique needs.

We take pride in our proprietary design process, which focuses on optimizing the efficiency and economy of the design relative to the priorities of each project. This means that we are constantly looking for ways to improve on cost and construction efficiency without compromising on quality and aesthetics.

SERVICES INCLUDE:

- Facility condition assessments
- Site and building master planning
- Project programming and budgeting
- Interior design
- Project visualizations
- Building design and contract documents
- Construction contract administration



ARCHITECTURE CONTACT
MICHAEL McMAHON, AIA, NCARB, Executive Vice President
mmcmahon@mcmgrp.com | 920.751.4200 x330

MUNICIPAL ARCHITECTURE

CREATIVE DESIGN SOLUTIONS FOR MUNICIPALITIES

Offering facility design services that fit the unique needs of your community.

Having served municipal clients with civil engineering services for more than 100 years, we are proud of our long-standing municipal relationships and have continued that support in providing facilities design services. Services can vary from design of park shelters, to municipal buildings, service garages or city libraries. Each municipality is different, and each project has unique opportunities for creative design solutions. We embrace a design process where community involvement is a key element in successful programming and design.

SERVICES INCLUDE:

- Master planning
- Project programming & budgeting
- Project visualizations: still or animated
- Building design & contract documents
- Site analysis / layout and landscape architecture
- Interior design
- Building Information Modeling (BIM)
- LEAN Architecture
- Integrated Project Delivery (IPD)
- Sustainable Design / Green / LEED
- Project administration



MUNICIPAL ARCHITECTURE CONTACT
MICHAEL McMAHON, AIA, NCARB, Executive Vice President
mmcmahon@mcmgrp.com | 920.751.4200 x330

PUBLIC SAFETY & MUNICIPAL MANAGEMENT

PROVIDING COMPREHENSIVE SERVICES FOR PRIVATE AND PUBLIC ORGANIZATIONS

We're experts at what we do because we have real-life experience in the fields we serve.

Our team includes former law enforcement, fire officials, EMS providers, municipal administrative staff, military personnel and public safety specialists.

We work together to improve the services communities can deliver to their residents by providing on-site assistance, counsel, recommendations and training plans. In addition, we team up with our engineering and architectural design colleagues to enhance the safety and security of facilities – from design to day- to-day operations and modernization.

Services include:

- Public safety and emergency management
- Public management
- Security services
- Building inspections



PUBLIC SAFETY & MUNICIPAL MANAGEMENT CONTACT
JEFFREY ROEMER, Public Safety Manager
jroemer@mcmgrp.com | 920.540.1002

DESIGN PHILOSOPHY

DESIGN SMARTER – AN INTEGRATED AND BALANCED APPROACH TO DESIGN AND ENGINEERING

At McMahon we believe clients prioritize three aspects of their projects – function, aesthetics, and cost. Our goal is to provide an optimal balance of these three.

We accomplish this through our Design Smarter approach to projects which focusses on the following:

- **Constructable Design / Details** – We work with and listen to contractors and tradespeople to understand what makes a building more constructable and thereby less costly to build. Our buildings are designed and detailed with this in mind. We think through our design and details from a contractor’s view.
- **Optimizing Building Systems** – During the Planning phase of the project our team integrates the structural, mechanical, electrical, and plumbing systems into the conceptual design. We optimize these systems’ use and functionality within the building creating an efficient and cost-effective project.
- **Innovative Solutions** – The global market is always changing and affecting the cost of building materials. Our design teams understand this impact on our projects and develop innovative solutions to utilize different construction materials to reduce project costs. For example prebuilding portions of a project offsite can allow for more economical and expedited projects. Integrating sustainable design can lead to grant opportunities for our clients. Our design team reviews the building project for opportunities to take advantage of innovative solutions.
- **Function Informs Aesthetics** – Through the process of meeting our clients most urgent needs, the form of the project will present itself. We look for opportunities to make the functional into the beautiful through cohesive and practical strategies and creative finishes. A beautiful building that does not serve our clients needs is not a success in our eyes, we strive to exceed expectations in all ways.

Using this Design Smarter approach to projects, we have found that our project costs have historically been 10% less than the market value.

Section 2: **PROJECT TEAM**



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McMAHON
ENGINEERS ARCHITECTS

PROJECT TEAM LEADERS

MICHAEL A. MARTIN, AIA
ASSOCIATE / SENIOR ARCHITECT

Mike is a licensed Architect with over 25 years of experience in his field. He has been involved in every aspect of programming, design, construction documents, and construction administration for large and small projects throughout his long career. Mike is very skilled at coordinating diverse issues and developing unique solutions to potential project barriers. He will be actively involved and engaged throughout the life of the project and will work closely with the Client.



EDUCATION:
B.A. Communications with Architectural Studies, University of WI-Milwaukee; 2022
Associates Degree, Civil Engineering Technology – Structural, Moraine Park Technical College; 2000
Graduate Naval Construction Training Center Gulfport, MS; 1996

RELEVANT PAST PROJECTS:
City of Chilton – New Fire Station
Village of Harrison – New Fire Station Study
Village of Somers – New Fire Station Study
Village of Sister Bay – Parks Department Building
City of Chilton – Police / Fire / Admin Remodel

KEVIN K. KLOEHN
PUBLIC SAFETY SPECIALIST

Kevin has over 31 years of experience in the Fire, Emergency Medical, and Emergency Management field. He recently retired as a Fire Chief of a consolidated fire department in Wisconsin. Before his position as Fire Chief, he worked as a Shift Commander/Battalion Chief, Captain, and Driver. Prior to becoming a career Fire Chief, Kevin worked as a Fire Chief for a Volunteer Department in which he consolidated two Fire Departments within a Community. Kevin has experience on two major Consolidation Projects, Strategic Planning, Emergency Operations Planning, and developing Training Plans for new Firefighters. Kevin previously served as the Fire Chief for Harrison from 2008-2016.



EDUCATION:
Bachelors Degree – University of Phoenix
Associates Degree – Fox Valley Technical College

RELEVANT PAST PROJECTS
Village of Harrison – Fire Department Consolidation
Village of Harrison – Strategic Plan
Village of Harrison – Training Program for Fire Department
Neenah-Menasha Fire Rescue – Consolidation
Neenah-Menasha – Strategic Plan
Neenah-Menasha – Cancer Study

STEVEN K. BECKER, PE
MEP ENGINEER



Mr. Becker serves as CPH's Senior Mechanical Engineer for the Green Bay, WI office. He has experience with mechanical systems in commercial and industrial settings. He has managed complex multi-discipline projects from \$50K to \$50M. His strengths include excellent customer communication, disciplined project management and technical leadership.

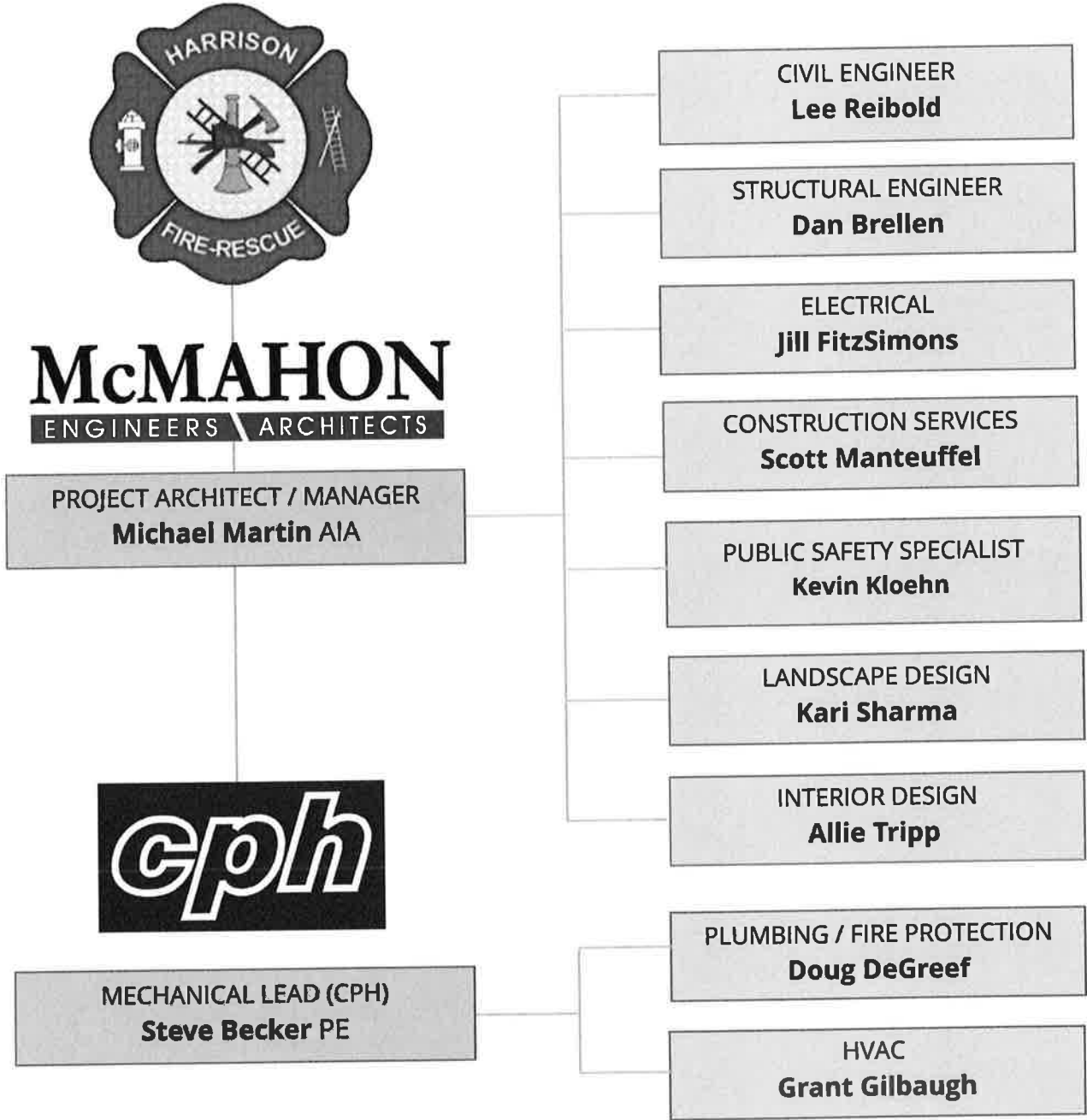


EDUCATION:
Bachelor of Science in Mechanical Engineering, Marquette University
Master of Science in Business Administration, Boston University

KEY SKILLS / QUALIFICATIONS:
MEP Project Management
Commercial / Industrial HVQAC
Mechanical Design
Automation
Facility Management

PROJECT TEAM

AN INTEGRATED TEAM DEDICATED TO BRING YOUR
VISION TO REALITY



Section 3: **RELEVANT EXPERIENCE**



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RELEVANT EXPERIENCE

AS REQUESTED IN RFP, PLEASE SEE THE LIST OF RELEVANT PROJECTS BELOW. THIS LIST ALSO CORRESPONDS TO THE PROJECT RESUMES THAT FOLLOW THIS LIST. PLEASE REFER TO THE RESUMES FOR ADDITIONAL INFORMATION AND PHOTOGRAPHS OF THE PROJECT.

1. CITY OF CHILTON FIRE STATION (2023)

- Pre-Engineered Metal Building.
- 42 School Street, Chilton WI.
- Project Cost \$2.75 Million.
- Please see Project Resume for Project Description.
- Project was completed on time and on budget.
- Please see Project Resume for Project photos.
- Key Personnel:
 - ▼ Michael Martin – Architect
 - ▼ Paul Benedict – Structural Engineer
 - ▼ Ron Wolf – Civil Engineer
 - ▼ Joe Ferg – ALL HVAC Design
 - ▼ Edward Erickson – Plumbing Design
 - ▼ Jill FitzSimons – Electrical Engineer
- McMahon Staff provided support to the City Staff in community engagement.

CONTACT:

Dave DeTroye – City Administrator
(920) 849-2451 Ext. 30
ddtroye@chiltonwi.gov

2. CITY OF CHILTON CITY HALL RENOVATION (2023-2024)

- Renovation of existing building.
- 42 School Street, Chilton WI.
- Project Cost \$3.35 Million.
- Please see Project Resume for Project Description.
- Project was completed on time and on budget.
- Please see Project Resume for Project photos.
- Key Personnel:
 - ▼ Michael Martin – Architect
 - ▼ Spencer Kocken – Structural Engineer
 - ▼ Ron Wolf – Civil Engineer
 - ▼ Joe Ferg – ALL HVAC Design
 - ▼ Edward Erickson – Plumbing Design
 - ▼ Jill FitzSimons – Electrical Engineer
 - ▼ Furniture Supplier- BSI – Carol Killian
 - ▼ A/V Design – Smart Spaces – Justin Gauthier
- McMahon Staff provided support to the City Staff in community engagement.

CONTACT:

Dave DeTroye – City Administrator
(920) 849-2451 Ext. 30
ddtroye@chiltonwi.gov

RELEVANT EXPERIENCE

3. VILLAGE OF HARRISON VILLAGE HALL DEVELOPMENT (2019)

- Conceptual Development plans and Opinion of Probable Cost
- Proposed site was CTH “N” in the Village.
- Projected Cost \$11-\$13 Million (2019)
- Please see Project Resume for Project Description.
- Project was Conceptual Only
- Please see Project Resume for Project Renderings.
- Key Personnel:
 - ▼ Michael Martin – Architect
 - ▼ Lee Reibold – Civil Engineer
- McMahon Staff provided support to the Village in community engagement and presented at board meetings.

4. ST. CROIX CHIPPEWA INDIANS OF WISCONSIN (2018)

- Renovation of existing building.
- 4384 State HWY 70, Webster WI.
- Project Cost \$4.50 Million.
- Please see Project Resume for Project Description.
- Project was completed on time and on budget.
- Please see Project Resume for Project photos.
- Key Personnel:
 - ▼ Michael McMahon – Architect
 - ▼ Michael Martin – Project Architect
 - ▼ Paul Benedict – Structural Engineer
 - ▼ M.E.P was Design Build
- McMahon Staff provided support to the Project Staff in tribal community engagement.

NEW FIRE & RESCUE STATION

CHILTON FIRE DEPARTMENT - CITY OF CHILTON, WISCONSIN

BACKGROUND

With Fire & Rescue equipment evolving in size and complexity, the City of Chilton found that they had outgrown their Fire Station. McMahon stepped in to provide a cost-effective solution.

PROJECT

The 8,648 SF building is constructed of a Pre-Engineered Metal Building system with both prefinished Metal Panel and Concrete Masonry wall finishes featuring full-view glass overhead doors and high-bay windows to allow natural light into the vehicle bay. The building also features a mezzanine for equipment storage, restroom/showers, tool storage, and mechanical spaces.

McMahon provided full Architectural and Engineering design services along with Construction Observation services for the project.



DETAILS

OWNER: CITY OF CHILTON
SIZE/AREA: 8,648 SF
COST: \$2.75 MILLION
COMPLETION: 2023
CONTACT: MIKE MARTIN, AIA
mmartin@mcmgrp.com
920.751.4200

POLICE STATION / CITY HALL RENOVATION

CITY OF CHILTON, WISCONSIN

BACKGROUND

Following the relocation of the Fire Department to a new McMahon designed station in 2023, the City of Chilton again partnered with McMahon to renovate the former Fire Department to provide much needed space for the City Police Department. The adjoining City Hall was refreshed as part of the project.

PROJECT

The 15,600 SF remodel includes additional security features, window replacement, technology, lighting upgrades and expanded admin, personnel and garage space for the police department. That portion of the building, with some areas being over 100 years old, had not been renovated since 1999.

The City Hall portion of the projects saw upgrades to modernize offices, new meeting rooms and new council chambers.

McMahon provided full Architectural and Engineering design services along with Construction Observation services for the project.



DETAILS

OWNER: CITY OF CHILTON
SIZE/AREA: 15,600 SF REMODEL
COST: \$3.25 MILLION
COMPLETION: 2024
CONTACT: MIKE MARTIN, AIA
mmartin@mcmgrp.com
920.751.4200

VILLAGE HALL DEVELOPMENT

VILLAGE OF HARRISON, WISCONSIN

BACKGROUND

The Village of Harrison was outgrowing their present Village Hall / Village Maintenance Facility. There was also a desire to consolidate one of their satellite fire stations for faster response times to emergencies.

PROJECT

McMahon provided master planning for a new Village Hall and Fire Station to be the focal point of a “Town Square” development. The Village Hall provides the following services to the community:

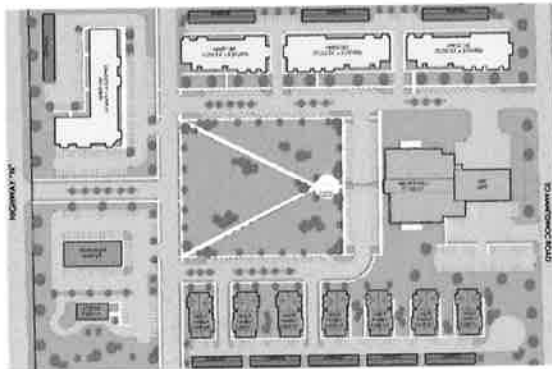
- Village Administration space including future need space
- Village Board / Community space for board meetings, election polling and community use
- Required space for County sheriff services
- Future space for full-time Fire Department Administration
- Future build-out space for Fire Department living quarters and training
- Five (5) drive-through Fire Department equipment bays with space to add additional bays as need dictates

ADDITIONAL SERVICES

- “Town Square” master planning
- Remodeling of existing satellite Fire Station
- Opinion of Probable Costs for Village budgeting

SPECIFICS

- 38,500 SF
- Construction Cost \$11 - \$13 M (2019 estimate range)
- Unique combination of materials
- Increased use of glazing for natural light in spaces
- Use of hose drying tower as a clock tower



ST. CROIX TRIBAL JUSTICE CENTER

ST. CROIX CHIPPEWA INDIANS OF WISCONSIN - HERTEL, WISCONSIN

PROJECT

The Little Turtle Hertel Casino was taken down to its studs and transformed into a New Justice Center that houses the St. Croix Tribal Court and the St. Croix Police Department.

The new St. Croix Tribal Justice Center is 13,333 square feet and has been wholly re-purposed from the casino. The renovation included complete security upgrades.

The facility contains:

- Tribal Court Room
- Jury Room
- Judges’ Chambers
- Attorney / Client Consultation Rooms
- Dispatch Room
- Patrol Room
- Sally Port
- Evidence Processing & Storage
- Interview Room
- Staff Offices
- Break Room
- Locker Rooms
- Work Out Room



DETAILS

OWNER:	ST. CROIX CHIPPEWA INDIANS OF WISCONSIN
SIZE/AREA:	13,333 SF
COST:	\$4.5M
COMPLETION:	2018
CONTACT:	MIKE MARTIN, AIA mmartin@mcmgrp.com 920.751.4200

Section 4: **PROJECT NARRATIVE**



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PROJECT NARRATIVE

A. PROJECT DESCRIPTION

As part of the January 31, 2024, Facilities Evaluation and Concept Planning Report, the following items were noted as deficiencies:

- Lack of storage, office, and report writing spaces
- Decontamination and laundry areas
- Separate restroom facilities
- Formal training space
- No physical fitness or food preparation / dining spaces
- Maintenance or gear storage spaces
- ADA accessibility
- Accommodation for overnight staff
- Larger truck bay areas, higher ceiling and overhead door heights
- Wider truck bay doors
- Facilities are used at their maximum capacity – ultimately leading to reduced efficiency of operations

Station 60 Specific Issues:

- Exterior of the station was noted as in “fair” condition – deteriorating masonry between overhead doors
- Gutters along the North wall need repair – downspouts should be added
- Noted pavement issues were recently addressed
- Lack of vehicle exhaust noted

Report Recommendations:

0-5 years

- Reconfigure the interior spaces to:
 - Isolate laundry and turn out gear
 - ADA upgrades
 - Repair gutter on the north side of the building

10-15 years

- Complete replacement

With consideration to the Facilities Report, the Village of Harrison plans to renovate the existing Station 60 located in the Village of Sherwood on Clifton Road. The project will consist of:

- An addition to the existing building for additional apparatus space
- Reconfiguration of the existing administrative space and training room
- Address firefighter safety and decontamination.
- Address vehicle exhaust in apparatus bay.
- Provide drive-through bays for vehicles.
- Upgrade plumbing / restroom facilities
- Provide “hot/cold” separation for firefighters between the apparatus bays and the training/administration areas.

When complete, the facility must be an integrated, functional, and aesthetically pleasing structure that will meet the department needs, complement the neighborhood, and meet the standards of quality for the Villages of Harrison and Sherwood.

PROJECT NARRATIVE

B. DESIGN APPROACH

The services listed below are a generalization. Specific services are detailed in the Scope of Services portion of this proposal

Phase 1 (Planning / Preliminary Design – Schematic Design)

During Phase 1 of the project, McMahon will begin Planning / Schematic Design (SD) exercises with the Fire Department and Village. During the Schematic Design Phase, the architect will consult with the Fire Department and Village to reaffirm project goals and requirements. This will determine the program for the project.

The Architect will meet face to face with Fire Department and the Village and design as we program and layout the spaces and creating solutions as we discuss key items that are important to you. At the conclusion of the programming phase, McMahon will provide an Opinion of Probable Cost (OPC) for the project, thus far, to track project costs.

Deliverables: Schematic site plan, floor plan, a conceptual building section, conceptual building elevations, and a preliminary opinion of probable costs.

Time frame: Approximately four weeks.

Phase 2 (Planning – Design Development)

During Phase 2 of the design process, McMahon will begin Design Development. Design Development (DD) services use the initial design documents from the Schematic Phase and take them one step further. This phase lays out mechanical, electrical, plumbing, structural, and architectural details. McMahon will provide an updated OPC for the design at the end of the DD phase.

At the conclusion of this phase, the Fire Department and the Village will sign off on the design. Construction Documents will not begin without sign off from the Fire Department and Village.

Deliverables: Floor plans, sections, and elevations with full dimensions, door and window details and outline material specifications. Opinion of Probable Cost for the project as designed.

Time frame: Approximately four weeks.

PROJECT NARRATIVE

Phase 3 (Design – Construction Documents)

After sign off on the Design Development Documents from the Fire Department and Village, the design team will move forward and produce Construction Documents (CD) – drawings with greater detail. The documents typically include specifications for construction, details, and materials. McMahon will provide an updated Opinion of Probable Cost (OPC) for the project, thus far, to track project costs.

At the conclusion of this phase, the Fire Department and Village will sign off on the design. The Bidding Phase will not begin without sign off from the Fire Department and Village.

Deliverables: The Construction Document phase produces a set of drawings and specifications that include all of the pertinent information for the contractor to price and build the project.

Time frame: Approximately six weeks.

Phase 4 (Bidding Phase)

When Construction Documents are completed, preparation of the bid documents to go out to potential contractors for pricing begins. The bid document set includes an advertisement for bids, instruction to bidders, the bid form, bid documents, the owner-contractor agreement, labor and material bond, and any other sections necessary for a successfully priced bid. McMahon typically uses the QuestCDN Network for posting bid ads and we are happy to work with any local newspapers or any other platforms that the Village chooses to use. Additionally, McMahon will conduct a pre-bid walk-through or meeting for potential contractors.

After bids are received, McMahon will evaluate the bids received for completeness and create a bid tabulation document for the Fire Department and Village to review and issue a letter of recommendation of award.

Time frame: Approximately four to five weeks.

PROJECT NARRATIVE

Phase 5 (Construction)

The Construction Administration (CA) phase of the project includes services for shop drawing review, answering requests for information (RFI), review any change orders from the selected contractors, optional Owner’s on-site representation, final walk throughs and punch lists, and the required compliance statements required by the State of Wisconsin.

Time frame: Approximately six months.

C. PROPOSED PROJECT SCHEDULE

McMahon Associates, Inc. proposes to complete this project as follows:

- Complete planning and design phase withing 14 weeks after authorization to proceed. We recommend four weeks for the bid phase.
 - September 27 Proposals Due
 - September 27-October 18 Presentations by Short-Listed Firms
 - October 18 Firm Selection and Negotiation Initiated
 - October 29 Firm Selection and Approval by Village Board
 - October 30 Notice to Proceed
 - November 4 Schematic Design Phase Begins
 - December 2 Design Development Phase Begins
 - December 30 Construction Documents Phase Begins
 - February 3, 2025 Bidding Phase Begins / State Approvals
 - March 3, 2025 Bids Due
 - March 2025 Contracts and Award
 - April 2025 Construction Begins
 - September 2025 Construction Completion
- Please note that the pace of state and local plan reviews and approvals for site related submittals may impact the design completion schedule.

Please see the following page for a project schedule graphic.

VILLAGE OF HARRISON FIRE RESCUE

STATION 60 REMODEL

[illegible]

Section 5: **SCOPE OF SERVICES**



Scan to visit our website to see our full menu of service offerings and projects



SCOPE OF SERVICES

A. GENERAL DESIGN SERVICES

- 1. Planning (Preliminary Design)
 - a. Conduct site visit for initial building and site verification.
 - b. Provide conceptual/schematic planning.
 - c. Develop a Basis of Design (per discipline).
 - d. Attend up to four meetings for preliminary design coordination as required.
 - e. Provide Preliminary Opinion of Probable Construction Cost (OPC).
 - f. Coordinate preliminary design review meetings at 30% and 60% completion with Owner.
- 2. Design
 - a. Develop construction documents based on approved preliminary design.
 - b. Develop book form specifications.
 - c. Attend drawing coordination meeting reviews as required.
 - d. Drawings to be developed in AutoDesk Revit format or Civil 3D, taken to a maximum coordination level of LOD:300.
 - e. Coordinate 90% review meeting with Owner.
 - f. Develop OPC.
- 3. Provide PDF format drawings and specifications for state submittals, bidding, and construction.
- 4. Submit drawings, specifications, calculations, and documentation as required for applicable agency reviews and permitting.

B. SURVEY SERVICES

- 1. Topographic Survey Services
 - a. Research public records for survey control data.
 - b. Contact Diggers Hotline to field locate public utilities.
 - c. Establish horizontal and vertical control points throughout the project.
 - d. Prepare a topographical survey of the project area to locate visible site features. Survey to include sufficient spot elevations to produce 1-foot contours.
 - e. Prepare an AutoCAD drawing of the topographical survey to be used as a base drawing to the engineering drawings.

SCOPE OF SERVICES

C. CIVIL/SITE DESIGN SERVICES

- 1. Planning (Preliminary Design)
 - a. Review applicable zoning ordinances and provide a summary of requirements that apply to the site for the Basis of Design requirements.
 - b. Prepare an AutoDAD base site drawing using available GIS linework and aerial imagery.
 - c. Develop schematic site plan (based on Owner provided drawing).
- 2. Design
 - a. Stormwater Management Design/Plan
 - 1) Provide a stormwater management system design for only on-site stormwater runoff.
 - 2) Perform hydrologic, hydraulic, water quality, and infiltration analysis.
 - 3) Prepare a Stormwater Management Plan Report.
 - 4) Prepare an Operation & Maintenance Plan Report and Agreement.
 - b. Civil/Site Design
 - 1) Prepare a Request for Proposal for Geotechnical Engineering services on behalf of the Owner.
 - 2) Develop civil/site drawings and specifications.
 - 3) Prepare an existing conditions base AutoCAD drawing using information collected from the topographic land survey.
 - 4) Provide site grading design.
 - 5) Provide site utility design for sanitary sewer (gravity), water main and storm sewer that will serve the building.
 - 6) Perform an erosion and sediment control analysis and design.
 - 7) Prepare an erosion and sediment control narrative and sequence of construction.
 - 8) Prepare and submit to local authorities a Plan Review Package and assist the Owner with coordinating the site plan review process.
 - c. Landscape Design Services
 - 1) Review the landscaping code.
 - 2) Provide landscaping design/layout that meets local landscaping requirements.
 - 3) Provide landscaping plan and quantity calculations.

SCOPE OF SERVICES

- 3. Drawings include symbols, abbreviations, and basic erosion control notes sheet, existing conditions and survey control sheet, site plan, grading plan, erosion control plan, utility plan (storm sewer, sanitary sewer, and water main), landscape plan (prepared as part of landscape design services), and construction detail sheets.

E. ARCHITECTURAL DESIGN SERVICES

- 1. Planning (Preliminary Design)
 - a. Documentation of existing building condition as they pertain to the scope of work.
 - b. Finalize programming.
 - c. Finalize schematic floor plans and elevations.
 - d. Basis of Design for building shell and interior finishes.
 - e. Initial code review.
 - f. The Owner will sign off on preliminary design documents.**
- 2. Design
 - a. Develop architectural drawings and specifications.
 - b. Code review.
 - c. Prepare energy calculations (ComCheck).
 - d. Interior design including color selection coordination with Owner.
 - e. The Owner will sign off on design documents prior to bidding and state review.**
- 3. Drawings include title sheet, architectural site plan, code sheets, floor and roof plans, building sections and elevation, wall sections and architectural details, room finish and door schedules, and reflected ceiling plan.

F. McMAHON ECM SERVICES

- 1. Provide an Opinion of Probable Cost after schematic design.
- 2. Provide an updated Opinion of Probable Cost after design development.
- 3. Provide and updated Opinion of Probable Cost prior to bidding efforts.
- 4. Arrange a contractor pre-bid walk through during bidding.
- 5. Make up to six site visits during construction for observation (Base Scope of Services).

SCOPE OF SERVICES

G. STRUCTURAL DESIGN SERVICES

- 1. Planning (Preliminary Design)
 - a. Conceptual framing and foundation systems.
 - b. Basis of Design establishing systems and design loads.
- 2. Design
 - a. Develop structural drawings and specifications.
 - b. Structural design calculations. Design of structural system will be based on current Wisconsin Building Code.
- 3. Drawings include outline specifications and schedules, foundation and framing plans, column and bracing elevations, and foundation and framing details.

H. PUBLIC SAFETY & MUNICIPAL MANAGEMENT

- 1. Planning & Design
 - a. Provide consulting on fire department operations.
 - b. Assist with decontamination operational design.
 - c. Assist with training area equipment layout.

I. FIRE PROTECTION DESIGN SERVICES

- 1. Fire Protection scope design.

J. PLUMBING DESIGN SERVICES

- 1. New domestic hot and cold water pipe mains to provide adequate pressure and flow to all new and existing fixtures.
- 2. New sanitary – bathrooms, laundry / mechanical room.
- 3. New laundry / mechanical room.
 - a. New high efficiency hot water heater.
 - 1) Power vent, high efficiency water heater with expansion tank, recirculating pump and master digital thermostatic mixing valve.
 - b. Wash machine hookup – cold water, hot water, drain.
 - c. Water softener.
 - d. Utility sink – cold water, hot water, drain.

SCOPE OF SERVICES

- 4. New men's bathroom.
 - a. Two lavatories; sensor operated.
 - b. One urinal; sensor operated.
 - c. One water closet; sensor operated.
 - d. One shower with internal floor drain and external floor drain.
 - e. One floor drain.
- 5. New women's bathroom.
 - a. Two lavatories; sensor operated.
 - b. Two water closets; sensor operated.
 - c. One shower with internal floor drain and external floor drain.
 - d. One floor drain.
- 6. New and existing garage stalls.
 - a. Internal hose bibs in new drive through garage.
 - b. Trench drains for four drive through bays.
- 7. Piping for fire truck fill up.
- 8. Four one-hour preliminary / final documentation meetings.
- 9. OPTIONAL: An air compressor capable with a capacity of 175 psi for filling fire truck tires.
 - a. CPH to spec compressor.
 - b. Compressed air hard piping is not included.
- 10. Deliverables
 - a. Develop Basis of Design including standards, codes, fixture types and materials.
 - b. Plumbing site utility identification for water, not-potable and sanitary.
 - c. Develop plumbing drawings and specifications on sheet.
 - d. Site coordination and direction of utilities.
 - e. Identify water pressure, sanitary size and elevation.
 - f. Plumbing flow calculations.
 - g. Construction Administration: Assume two RFIs and four submittal reviews.

SCOPE OF SERVICES

K. HVAC DESIGN SERVICES

- 1. Offices, training and break room.
 - a. New furnace and condensing unit.
 - b. Demo existing furnace, condensing unit, and ductwork.
 - c. New ductwork.
- 2. New men's / women's bathrooms.
 - a. Electric wall heaters
 - b. Ventilation fans.
- 3. Existing / new garage space.
 - a. Infrared heat.
- 4. Apparatus bay exhaust system.
 - a. Gas detection system.
 - b. Two zones: existing stalls and new stalls.
- 5. Four preliminary / final documentation meetings.
- 6. One kick off meeting, on site.
- 7. Deliverables:
 - a. Develop Basis of Design including standards, codes, fresh air requirements, exhaust and ventilation rates.
 - b. HVAC fuel use and location (natural gas, LP gas, fuel oil, wood, electric).
 - c. Preliminary heating and cooling calculations for the building.
 - d. Identify heating and cooling system options.
 - e. Identify control systems options.
 - f. Develop HVAC drawings and specifications.
 - g. Final heating and cooling calculations.
 - h. Select final system option.
 - i. Design ventilation and exhaust ductwork and condensate system piping.
 - j. Fuel system design and layout from utility connections to HVAC equipment.
 - k. Final selection and design of system controls.
 - l. Construction Administration: Assume two RFIs, four submittal reviews, and one site visit.

SCOPE OF SERVICES

- m. Drawings Include cover sheet with abbreviations and symbols, floor plans with ductwork and component layout, equipment schedules, and details.

L. ELECTRICAL / LIGHTING DESIGN SERVICES

- 1. Planning (Preliminary Design)
 - a. Basis of Design.
 - b. Coordination with electrical utility.
 - c. Develop preliminary one-line diagram.
- 2. Design
 - a. Develop electrical drawings and specifications.
 - b. Final electrical design.
 - c. Electrical power distribution. The existing electrical service is not adequate to handle the addition. We plan to bring in a new 208V 3PH service for the building.
 - d. Generator design. The existing generator will not have the capacity to handle the addition.
 - e. Interior and exterior lighting, including lighting controls and egress lighting photometrics.
 - f. Exterior lighting photometrics for permit submittal. Site photometrics per IES recommendations and local zoning code lighting requirements.
 - g. Provide coordination of low voltage systems for empty conduit and power. Low voltage systems to be designed by the Owner's vendors.
 - h. COMCHECK energy calculations.
 - i. Drawings include electrical floor plans (general power distribution, receptacles, motors, and special outlets), circuiting, lighting (general and emergency egress, and lighting controls), special systems (conduit provisions only), one-line power distribution diagrams (service entrance and feeders), electrical schedules (motor and special outlet, lighting, panelboard, feeder, motor circuit and disconnect switch), and electrical details.

M. BIDDING PHASE SERVICES

- 1. Assist with bidding documents.
- 2. Organize and conduct a pre-bid conference for prospective bidders.
- 3. Bid opening and reviews.
- 4. Provide a finalized bid tabulation and letter of recommendation.
- 5. Answer bidder questions.

SCOPE OF SERVICES

N. CONSTRUCTION PHASE SERVICES

- 1. Review shop drawings.
- 2. Respond to Requests for Information (RFIs).
- 3. Answer questions during the construction phase.
- 4. Review change orders for completeness and compare scope of work against previously contracted scope of work.
- 5. Review contractor payment requests.
- 6. Obtain and review operation and maintenance manuals from contractors. Submit O&M manuals to Owner.
- 7. Conduct site visits to observe construction.
- 8. Perform walk-through with the Owner's representative at project completion to develop punch list of items to be completed or corrected by the contractor.
- 9. Prepare Certificate of Completion.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

A. GENERAL

- 1. Redesign efforts necessitated by changes to site and building layout after planning phase approval or due to project budget reductions after bidding phase.
- 2. Permit/review fees to municipal/State agencies, including review and recording fees (McMahon will invoice as a reimbursable expense if required).
- 3. Geotechnical services including soil borings, geotechnical report, and services during construction.
- 4. Reproduction of plans and specifications (McMahon will invoice as a reimbursable expense if required).
- 5. Construction administration services other than those identified in the proposal.
- 6. LEED administrative service, design and LEED commissioning.
- 7. Project BIM coordination.
- 8. Record drawings and certifications.
- 9. Record / final BIM model.
- 10. Erosion control and stormwater review fees.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

B. SURVEY / CIVIL/SITE

- 1. CSM.
- 2. ALTA / NSPS Land Title Survey.
- 3. Title/easement searches.
- 4. Environmental site assessments.
- 5. Wetland Delineation Report.
- 6. Applications for DNR and/or wetland permits.
- 7. Private utility locates.
- 8. Attendance at Village meetings. If required, meetings will be attended on a Time and Expense basis.
- 9. Archaeological, historical, endangered/threatened species screening.
- 10. Sampling and testing of soil, air, groundwater, building materials, and/or other media on the subject property.
- 11. Design of new services and/or relocation/demolition of existing gas, electric, telephone, fiber, and cable; and coordination with the respective utility companies.
- 12. Applications for rezoning, Conditional Use Permit, and/or variances to the Village Zoning Ordinance.
- 13. Preparation of easement documents, development, and lease agreements.
- 14. Design of public improvements in public right-of-way including street and utility upgrades.
- 15. Construction staking services.
- 16. Post-construction stormwater management.
- 17. Traffic Impact Analysis.
- 18. Design of pavement section(s).
- 19. Industrial Stormwater Permit and Stormwater Pollution Prevention Plan.
- 20. Irrigation design.
- 21. Stormwater infiltration analysis and design of stormwater infiltration devices.
- 22. Wisconsin DNR Construction Site Stormwater Runoff Permit Application (land disturbance is assumed to be less than 1-acre).

C. ARCHITECTURAL / STRUCTURAL

- 1. Overall review of the existing building; our review of the existing building shall be limited to the extent included in the above scope description. Structural design services for a building addition will be a separate fee.
- 2. Renderings and animations.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

D. HVAC / ELECTRICAL / PLUMBING / FIRE PROTECTION

HVAC / Plumbing / Fire Protection

- 1. In floor heat.
- 2. DSPS submittal fees.
- 3. Design of mechanical systems not identified in HVAC services above such as compressed air system, solar panels (Photovoltaic system) atop roof, etc.
- 4. HVAC energy modeling of the buildings.
- 5. Design of voice / data and audio / visual systems.
- 6. Design of replacement electrical services entrance and replacement of major electrical gear.
- 7. Final design of fire alarm system and the final installation drawings are by fire alarm design-build contractor.
- 8. Review of existing construction documents of HVAC and / or plumbing systems not related to the breakroom and restroom space.
- 9. Site surveys.
- 10. Any non-MEP engineering design services (civil, environmental, etc.).
- 11. Construction cost estimates.
- 12. Detailed controls design, controls wiring diagrams, control panel component specification, etc.
- 13. Any fees including, but not limited to, application fees, impact fees, permit fees, resubmittal fees, etc.
- 14. Natural gas meter sizing, underground piping, and installation.

ELECTRICAL

- 1. Design of low voltage systems not specifically mentioned above. This includes voice / data, paging, master clock, audio / visual, and security systems.
- 2. Design of Distributed Antenna System for emergency radios or cellular devices.
- 3. Engineering Services related to LEED

OWNER RESPONSIBILITIES

The Scope of Services and fee is based upon the understanding that Client will provide the following:

- A. Project information in a timely manner regarding requirements for and limitations to the project which shall establish the Clients objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expansion requirements; equipment; systems and site requirements.
- B. Identify a representative authorized to act on the Client's behalf with respect to the project. Client shall render decisions and submittal reviews by McMahon in a timely manner in order to avoid unreasonable delays in the orderly and sequential progress of McMahon's services.
- C. Establish the overall project budget including the construction cost of the project, the Client's other costs, and reasonable contingency related to all these costs.
- D. Payment of all review and recording fees required by the review agencies and County Register of Deeds, which are not included in this Agreement.
- E. Geotechnical Report prepared by a Geotechnical Engineer stating the allowable soil bearing pressures and recommend foundation system.
- F. Coordinate the services of its own consultants with those services provided by McMahon.
- G. Sustainability requirements for the project.
- H. Insurance underwriter project design criteria specific to the project.
- I. Access to the site and existing drawings.
- J. Receipt and review of bids.
- K. Current title policy and/or property deed for the subject property if available. (if CSM required)
- L. All required signatures on the originals of the Certified Survey Map and recording of the map; with the County Register of Deeds office. (if CSM required)
- M. Marking of private utilities.
- N. Equipment cut sheets for equipment being supported by building or foundation.

SPECIAL TERMS & CONDITIONS

Owner agrees that the Project Description, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

Refer also to the General Terms and Conditions included in the separate fee packet.

VILLAGE OF HARRISON
Attn: Chad Pelishek
W5298 State Road 114
Menasha, WI 54952

November 5, 2024
McM. No. M0032-06-99-00001
STATION 60 RENOVATION

PROJECT DESCRIPTION

With consideration to the Facilities Report, the Village of Harrison plans to renovate the existing Station 60 located in the Village of Sherwood on Clifton Road. The project will consist of:

- An addition to the existing building for additional apparatus space
- Reconfiguration of the existing administrative space and training room
- Address firefighter safety and decontamination.
- Address vehicle exhaust in apparatus bay.
- Provide drive-through bays for vehicles.
- Upgrade plumbing / restroom facilities
- Provide “hot/cold” separation for firefighters between the apparatus bays and the training/administration areas.

When complete, the facility must be an integrated, functional, and aesthetically pleasing structure that will meet the department needs, complement the neighborhood, and meet the standards of quality for the Villages of Harrison and Sherwood.

SCOPE OF SERVICES

A. GENERAL DESIGN SERVICES

1. Planning (Preliminary Design)
 - a. Conduct site visit for initial building and site verification.
 - b. Provide conceptual/schematic planning.
 - c. Develop a Basis of Design (per discipline).
 - d. Attend up to four meetings for preliminary design coordination as required.
 - e. Provide Preliminary Opinion of Probable Construction Cost (OPC).
 - f. Coordinate preliminary design review meetings at 30% and 60% completion with Owner.
2. Design
 - a. Develop construction documents based on approved preliminary design.
 - b. Develop book form specifications.

SCOPE OF SERVICES

- c. Attend drawing coordination meeting reviews as required.
- d. Drawings to be developed in AutoDesk Revit format or Civil 3D, taken to a maximum coordination level of LOD:300.
- e. Coordinate 90% review meeting with Owner.
- f. Develop OPC.
3. Provide PDF format drawings and specifications for state submittals, bidding, and construction.
4. Submit drawings, specifications, calculations, and documentation as required for applicable agency reviews and permitting.

B. SURVEY SERVICES

1. Topographic Survey Services
 - a. Research public records for survey control data.
 - b. Contact Diggers Hotline to field locate public utilities.
 - c. Establish horizontal and vertical control points throughout the project.
 - d. Prepare a topographical survey of the project area to locate visible site features. Survey to include sufficient spot elevations to produce 1-foot contours.
 - e. Prepare an AutoCAD drawing of the topographical survey to be used as a base drawing to the engineering drawings.

C. CIVIL/SITE DESIGN SERVICES

1. Planning (Preliminary Design)
 - a. Review applicable zoning ordinances and provide a summary of requirements that apply to the site for the Basis of Design requirements.
 - b. Prepare an AutoCAD base site drawing using available GIS linework and aerial imagery.
 - c. Develop schematic site plan (based on Owner provided drawing).
2. Design
 - a. Stormwater Management Design/Plan
 - 1) Provide a stormwater management system design for only on-site stormwater runoff.
 - 2) Perform hydrologic, hydraulic, water quality, and infiltration analysis.
 - 3) Prepare a Stormwater Management Plan Report.
 - 4) Prepare an Operation & Maintenance Plan Report and Agreement.
 - b. Civil/Site Design
 - 1) Prepare a Request for Proposal for Geotechnical Engineering services on behalf of the Owner.
 - 2) Develop civil/site drawings and specifications.

SCOPE OF SERVICES

- 3) Prepare an existing conditions base AutoCAD drawing using information collected from the topographic land survey.
- 4) Provide site grading design.
- 5) Provide site utility design for sanitary sewer (gravity), water main and storm sewer that will serve the building.
- 6) Perform an erosion and sediment control analysis and design.
- 7) Prepare an erosion and sediment control narrative and sequence of construction.
- 8) Prepare and submit to local authorities a Plan Review Package and assist the Owner with coordinating the site plan review process.
- c. Landscape Design Services
 - 1) Review the landscaping code.
 - 2) Provide landscaping design/layout that meets local landscaping requirements.
 - 3) Provide landscaping plan and quantity calculations.
3. Drawings include symbols, abbreviations, and basic erosion control notes sheet, existing conditions and survey control sheet, site plan, grading plan, erosion control plan, utility plan (storm sewer, sanitary sewer, and water main), landscape plan (prepared as part of landscape design services), and construction detail sheets.

D. ARCHITECTURAL DESIGN SERVICES

1. Planning (Preliminary Design)
 - a. Documentation of existing building condition as they pertain to the scope of work.
 - b. Finalize programming.
 - c. Finalize schematic floor plans and elevations.
 - d. Basis of Design for building shell and interior finishes.
 - e. Initial code review.
 - f. The Owner will sign off on preliminary design documents.**
2. Design
 - a. Develop architectural drawings and specifications.
 - b. Code review.
 - c. Prepare energy calculations (ComCheck).
 - d. Interior design including color selection coordination with Owner.
 - e. The Owner will sign off on design documents prior to bidding and state review.**
3. Drawings include title sheet, architectural site plan, code sheets, floor and roof plans, building sections and elevation, wall sections and architectural details, room finish and door schedules, and reflected ceiling plan.

SCOPE OF SERVICES

E. McMAHON ECM SERVICES

1. Provide an Opinion of Probable Cost after schematic design.
2. Provide an updated Opinion of Probable Cost after design development.
3. Provide an updated Opinion of Probable Cost prior to bidding efforts.
4. Arrange a contractor pre-bid walk through during bidding.
5. Make up to six site visits during construction for observation (Base Scope of Services).

F. STRUCTURAL DESIGN SERVICES

1. Planning (Preliminary Design)
 - a. Conceptual framing and foundation systems.
 - b. Basis of Design establishing systems and design loads.
2. Design
 - a. Develop structural drawings and specifications.
 - b. Structural design calculations. Design of structural system will be based on current Wisconsin Building Code.
3. Drawings include outline specifications and schedules, foundation and framing plans, column and bracing elevations, and foundation and framing details.

G. PUBLIC SAFETY & MUNICIPAL MANAGEMENT

1. Planning & Design
 - a. Provide consulting on fire department operations.
 - b. Assist with decontamination operational design.
 - c. Assist with training area equipment layout.

H. FIRE PROTECTION DESIGN SERVICES

1. Fire protection scope design.

I. PLUMBING DESIGN SERVICES

1. New domestic hot and cold water pipe mains to provide adequate pressure and flow to all new and existing fixtures.
2. New sanitary – bathrooms, laundry / mechanical room.
3. New laundry / mechanical room.
 - a. New high efficiency hot water heater.
 - 1) Power vent, high efficiency water heater with expansion tank, recirculating pump and master digital thermostatic mixing valve.

SCOPE OF SERVICES

- b. Wash machine hookup – cold water, hot water, drain.
- c. Water softener.
- d. Utility sink – cold water, hot water, drain.
- 4. New men's bathroom.
 - a. Two lavatories; sensor operated.
 - b. One urinal; sensor operated.
 - c. One water closet; sensor operated.
 - d. One shower with internal floor drain and external floor drain.
 - e. One floor drain.
- 5. New women's bathroom.
 - a. Two lavatories; sensor operated.
 - b. Two water closets; sensor operated.
 - c. One shower with internal floor drain and external floor drain.
 - d. One floor drain.
- 6. New and existing garage stalls.
 - a. Internal hose bibs in new drive through garage.
 - b. Trench drains for four drive through bays.
- 7. Piping for fire truck fill up.
- 8. Four one-hour preliminary / final documentation meetings.
- 9. OPTIONAL: An air compressor capable with a capacity of 175 psi for filling fire truck tires.
 - a. CPH to spec compressor.
 - b. Compressed air hard piping is not included.
- 10. Deliverables
 - a. Develop Basis of Design including standards, codes, fixture types and materials.
 - b. Plumbing site utility identification for water, not-potable and sanitary.
 - c. Develop plumbing drawings and specifications on sheet.
 - d. Site coordination and direction of utilities.
 - e. Identify water pressure, sanitary size and elevation.
 - f. Plumbing flow calculations.
 - g. Construction Administration: Assume two RFIs and four submittal reviews.

SCOPE OF SERVICES

J. HVAC DESIGN SERVICES

1. Offices, training and break room.
 - a. New furnace and condensing unit.
 - b. Demo existing furnace, condensing unit, and ductwork.
 - c. New ductwork.
2. New men's / women's bathrooms.
 - a. Electric wall heaters
 - b. Ventilation fans.
3. Existing / new garage space.
 - a. Infrared heat.
4. Apparatus bay exhaust system.
 - a. Gas detection system.
 - b. Two zones: existing stalls and new stalls.
5. Four preliminary / final documentation meetings.
6. One kick off meeting, on site.
7. Deliverables:
 - a. Develop Basis of Design including standards, codes, fresh air requirements, exhaust and ventilation rates.
 - b. HVAC fuel use and location (natural gas, LP gas, fuel oil, wood, electric).
 - c. Preliminary heating and cooling calculations for the building.
 - d. Identify heating and cooling system options.
 - e. Identify control systems options.
 - f. Develop HVAC drawings and specifications.
 - g. Final heating and cooling calculations.
 - h. Select final system option.
 - i. Design ventilation and exhaust ductwork and condensate system piping.
 - j. Fuel system design and layout from utility connections to HVAC equipment.
 - k. Final selection and design of system controls.
 - l. Construction Administration: Assume two RFIs, four submittal reviews, and one site visit.
 - m. Drawings include cover sheet with abbreviations and symbols, floor plans with ductwork and component layout, equipment schedules, and details.

SCOPE OF SERVICES

K. ELECTRICAL / LIGHTING DESIGN SERVICES

1. Planning (Preliminary Design)
 - a. Basis of Design.
 - b. Coordination with electrical utility.
 - c. Develop preliminary one-line diagram.
2. Design
 - a. Develop electrical drawings and specifications.
 - b. Final electrical design.
 - c. Electrical power distribution. The existing electrical service is not adequate to handle the addition. We plan to bring in a new 208V 3PH service for the building.
 - d. Generator design. The existing generator will not have the capacity to handle the addition.
 - e. Interior and exterior lighting, including lighting controls and egress lighting photometrics.
 - f. Exterior lighting photometrics for permit submittal. Site photometrics per IES recommendations and local zoning code lighting requirements.
 - g. Provide coordination of low voltage systems for empty conduit and power. Low voltage systems to be designed by the Owner's vendors.
 - h. COMCHECK energy calculations.
 - i. Drawings include electrical floor plans (general power distribution, receptacles, motors, and special outlets), circuiting, lighting (general and emergency egress, and lighting controls), special systems (conduit provisions only), one-line power distribution diagrams (service entrance and feeders), electrical schedules (motor and special outlet, lighting, panelboard, feeder, motor circuit and disconnect switch), and electrical details.

L. BIDDING PHASE SERVICES

1. Assist with bidding documents.
2. Organize and conduct a pre-bid conference for prospective bidders.
3. Bid opening and reviews.
4. Provide a finalized bid tabulation and letter of recommendation.
5. Answer bidder questions.

M. CONSTRUCTION PHASE SERVICES

1. Review shop drawings.
2. Respond to Requests for Information (RFIs).
3. Answer questions during the construction phase.
4. Review change orders for completeness and compare scope of work against previously contracted scope of work.

SCOPE OF SERVICES

5. Review contractor payment requests.
6. Obtain and review operation and maintenance manuals from contractors. Submit O&M manuals to Owner.
7. Conduct site visits to observe construction.
8. Perform walk-through with the Owner's representative at project completion to develop punch list of items to be completed or corrected by the contractor.
9. Prepare Certificate of Completion.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

A. GENERAL

1. Redesign efforts necessitated by changes to site and building layout after planning phase approval or due to project budget reductions after bidding phase.
2. Permit/review fees to municipal/State agencies, including review and recording fees (McMahon will invoice as a reimbursable expense if required).
3. Geotechnical services including soil borings, geotechnical report, and services during construction.
4. Reproduction of plans and specifications (McMahon will invoice as a reimbursable expense if required).
5. Construction administration services other than those identified in the proposal.
6. LEED administrative service, design and LEED commissioning.
7. Project BIM coordination.
8. Record drawings and certifications.
9. Record / final BIM model.
10. Erosion control and stormwater review fees.

B. SURVEY / CIVIL / SITE

1. CSM.
2. ALTA / NSPS Land Title Survey.
3. Title/easement searches.
4. Environmental site assessments.
5. Wetland Delineation Report.
6. Applications for DNR and/or wetland permits.
7. Private utility locates.
8. Attendance at Village meetings. If required, meetings will be attended on a Time and Expense basis.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

9. Archaeological, historical, endangered/threatened species screening.
10. Sampling and testing of soil, air, groundwater, building materials, and/or other media on the subject property.
11. Design of new services and/or relocation/demolition of existing gas, electric, telephone, fiber, and cable; and coordination with the respective utility companies.
12. Applications for rezoning, Conditional Use Permit, and/or variances to the Village Zoning Ordinance.
13. Preparation of easement documents, development, and lease agreements.
14. Design of public improvements in public right-of-way including street and utility upgrades.
15. Construction staking services.
16. Post-construction stormwater management.
17. Traffic Impact Analysis.
18. Design of pavement section(s).
19. Industrial Stormwater Permit and Stormwater Pollution Prevention Plan.
20. Irrigation design.
21. Stormwater infiltration analysis and design of stormwater infiltration devices.
22. Wisconsin DNR Construction Site Stormwater Runoff Permit Application (land disturbance is assumed to be less than 1-acre).

C. ARCHITECTURAL / STRUCTURAL

1. Overall review of the existing building; our review of the existing building shall be limited to the extent included in the above scope description. Structural design services for a building addition will be a separate fee.
2. Renderings and animations.

D. HVAC / ELECTRICAL / PLUMBING / FIRE PROTECTION

HVAC / Plumbing / Fire Protection

1. In floor heat.
2. DSPS submittal fees.
3. Design of mechanical systems not identified in HVAC services above such as compressed air system, solar panels (Photovoltaic system) atop roof, etc.
4. HVAC energy modeling of the buildings.
5. Design of voice / data and audio / visual systems.
6. Design of replacement electrical services entrance and replacement of major electrical gear.
7. Final design of fire alarm system and the final installation drawings are by fire alarm design-build contractor.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

8. Review of existing construction documents of HVAC and / or plumbing systems not related to the breakroom and restroom space.
9. Site surveys.
10. Any non-MEP engineering design services (civil, environmental, etc.).
11. Construction cost estimates.
12. Detailed controls design, controls wiring diagrams, control panel component specification, etc.
13. Any fees including, but not limited to, application fees, impact fees, permit fees, resubmittal fees, etc.
14. Natural gas meter sizing, underground piping, and installation.

ELECTRICAL

1. Design of low voltage systems not specifically mentioned above. This includes voice / data, paging, master clock, audio / visual, and security systems.
2. Design of Distributed Antenna System for emergency radios or cellular devices.
3. Engineering Services related to LEED.

CLIENT RESPONSIBILITIES

The Scope of Services and fee is based upon the understanding that Client will provide the following:

- A. Project information in a timely manner regarding requirements for and limitations to the project which shall establish the Clients objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expansion requirements; equipment; systems and site requirements.
- B. Identify a representative authorized to act on the Client's behalf with respect to the project. Client shall render decisions and submittal reviews by McMahon in a timely manner in order to avoid unreasonable delays in the orderly and sequential progress of McMahon's services.
- C. Establish the overall project budget including the construction cost of the project, the Client's other costs, and reasonable contingency related to all these costs.
- D. Payment of all review and recording fees required by the review agencies and County Register of Deeds, which are not included in this Agreement.
- E. Geotechnical Report prepared by a Geotechnical Engineer stating the allowable soil bearing pressures and recommend foundation system.
- F. Coordinate the services of its own consultants with those services provided by McMahon.
- G. Sustainability requirements for the project.
- H. Insurance underwriter project design criteria specific to the project.
- I. Access to the site and existing drawings.
- J. Receipt and review of bids.
- K. Current title policy and/or property deed for the subject property if available. (if CSM required)

- L. All required signatures on the originals of the Certified Survey Map and recording of the map; with the County Register of Deeds office. (if CSM required)
- M. Marking of private utilities.
- N. Equipment cut sheets for equipment being supported by building or foundation.

SPECIAL TERMS & CONDITIONS

AGREEMENT CONFIDENTIALITY

Client agrees that the Project Description, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

Refer also to the General Terms and Conditions included in the separate fee packet.

COMPENSATION

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following Lump Sum compensation.

DESIGN SERVICES FEE

■ Topographic Survey Services.....	\$2,000.00
■ Civil/Site Design Services	\$11,500.00
■ Landscape Design Services.....	\$1,500.00
■ Architectural Design Services	\$32,000.00
■ Structural Design Services.....	\$18,000.00
■ Plumbing Design & Fire Protection Scope.....	\$16,000.00
■ HVAC Design Services.....	\$19,000.00
■ <u>Electrical Design Services.....</u>	<u>\$25,000.00</u>
DESIGN SERVICES FEE SUBTOTAL	\$125,000.00

BIDDING SERVICES FEE

BIDDING SERVICES FEE SUBTOTAL	\$5,700.00
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CONSTRUCTION ADMINISTRATION SERVICES FEE (assumes six-month schedule)

■ Site Visits for Progress Observation (base scope six visits).....	\$2,500.00
■ Architectural Construction Administration Services	\$8,000.00
■ <u>Structural Construction Administration Services</u>	<u>\$1,000.00</u>
CONSTRUCTION ADMINISTRATION SERVICES FEE SUBTOTAL	\$11,500.00

TOTAL PROFESSIONAL FEE.....	\$142,200.00
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COMPENSATION

ESTIMATED REIMBURSABLE EXPENSES

■ Mileage	\$250.00
■ Site Plan Review Fee (Sherwood)	\$1,000.00
■ State Fees (Budget (Building & HVAC)	\$1,200.00
■ <u>State Fees (Budget (Plumbing)</u>	<u>\$600.00</u>
TOTAL ESTIMATED REIMBURSABLE EXPENSES	\$3,050.00

OPTIONAL SERVICES FEES

- Renderings (Two Building Views, if requested).....**\$2,500.00**
- McMahon ECM Owner’s Construction Representation (Time & Expense Budget).....**\$15,000.00**
 - Assume six-month construction schedule.
 - Twenty-eight site visits during construction.
 - Includes milage and two hours on site per visit.

Owner’s Representation during construction budget is based on an assumed six-month construction schedule.

COMPLETION SCHEDULE

McMahon Associates, Inc. agrees to complete this project as follows:

- Complete planning and design phase within twelve to fourteen weeks after authorization to proceed and we recommend four to five weeks for the bid phase.

Please note that the pace of DSPS reviews and approvals for site related submittals may impact the design completion schedule.

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon Associates, Inc. is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty days from date of this Agreement.

VILLAGE OF HARRISON

W5298 State Road 114
Menasha, WI 54952

Authorized Signature

Date

Attachments: General Terms and Conditions
Fee Schedule
Reimbursable Schedule

McMAHON ASSOCIATES, INC.

1445 McMahon Drive | PO Box 1025
Neenah, WI 54956 | 54957-1025
920.751.4200 | MGMGRP.COM



Michael A. Martin, AIA
Associate / Senior Architect

November 5, 2024
Date

1. STANDARD OF CARE

- 1.1 Services: McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 Client's Representative: McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 Warranty, Guarantees, Terms and Conditions: McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

2. PAYMENT AND COMPENSATION

- 2.1 Invoices: McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 Reimbursables: Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 Changes: The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 Delays and Uncontrollable Forces: Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 Limits: McMahon will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident/Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 Additional Insureds: Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 General: In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 Mediation: If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 Binding Dispute Resolution: If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.

FEE SCHEDULE | 2024

McMahon Associates, Inc.

Effective: 01/01/2024 Revised: 09/11/2024

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$205.00
Senior Project Manager	\$205.00
Project Manager	\$145.00 - \$195.00
Senior Engineer	\$185.00 - \$195.00
Engineer	\$105.00 - \$175.00
Senior Engineering Technician	\$135.00 - \$145.00
Engineering Technician	\$75.00 - \$125.00
Senior Architect	\$170.00 - \$190.00
Architect	\$145.00 - \$165.00
Senior Designer	\$120.00 - \$140.00
Designer	\$90.00 - \$110.00
Senior Land Surveyor	\$130.00 - \$170.00
Land Surveyor	\$120.00
Land Surveyor Technician	\$85.00 - \$105.00
Surveyor Apprentice	\$70.00
Erosion Control Technician	\$90.00
Senior Hydrogeologist	\$205.00
Senior Ecologist	\$195.00
Environmental Scientist	\$100.00 - \$115.00
Senior G.I.S. Analyst	\$170.00
G.I.S. Analyst	\$95.00 - \$115.00
Wetland Delineator	\$115.00
Senior Wetland Delineator	\$140.00
Municipal Planner	\$165.00
Senior Public Management Specialist	\$160.00
Public Management Specialist	\$130.00
Senior Public Safety Specialist	\$160.00
Public Safety Specialist	\$130.00
Building Inspector Specialist	\$130.00
Water / Wastewater Specialist	\$105.00 - \$135.00
Senior On-Site Project Representative	\$120.00
On-Site Project Representative	\$60.00 - \$105.00
K-12 Administrative Specialist	\$125.00
State Plan Reviewer	\$145.00
Certified Grant Specialist	\$145.00
Graphic Designer	\$110.00
Senior Administrative Assistant	\$95.00 - \$105.00
Administrative Assistant	\$85.00
Intern	\$45.00 - \$70.00
Professional Witness Services	\$370.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956
Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025
Ph 920.751.4200 | Fax 920.751.4284
Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591
Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248
Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

REIMBURSABLE EXPENSE SCHEDULE * | 2024

McMahon Associates, Inc.

Effective: 01/01/2024

DESCRIPTION	RATE
REIMBURSABLE EXPENSES:	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00
REIMBURSABLE UNITS:	
Copy Charges - Black & White	\$0.08/Image
Copy Charges - Color / 8½" x 11"	\$0.45/Image
Copy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.75/Mile
Mileage - Truck/Van	\$1.05/Mile
All-Terrain Vehicle	\$100.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.80/Each
Survey Paint	\$6.00/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - 5/8"	\$3.00/Each
Survey Iron Pipe - 1"	\$4.50/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$1.75/Each

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025
Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591
Email: McMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248
Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

* This schedule is not all inclusive.

VILLAGE BOARD MEETING**From:**

Chad Pelishek, Assistant Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Approval to contract with Environet, Inc. for \$9,540 for asbestos abatement at N9266 CTH N.

Issue:

Does the Village Board wish to contract with Environet, Inc. to complete asbestos abatement work at N9266 CTH N?

Background and Additional Information:

The Village worked with Calumet County and their environmental assessment grant from EPA to complete pre-demolition testing at the former Luniak property that the Village is purchasing along CTH N. The pre-demolition testing determined the extent of asbestos that needs to be removed.

Environet, Inc. services the Fox Valley and is available to completed the work is short order, hence the reason for one bid. Once the asbestos materials are removed, Village DPW will demolition the buildings over the winter.

Budget Impacts:

\$9,540- TID 5

Recommended Action:

Motion to approve \$9,540 with Environet, Inc. for asbestos abatement at N9266 CTH N.

Attachments:

- [doc20241104095651.pdf](#)

Environet, Inc. OF WISCONSIN

2909 A GREEN HILL COURT
OSHKOSH, WI 54904

(920) 231-7420
environet@ntd.net

November 4, 2024

Attn: Chad Pelishek
Village of Harrison
W5298 State Road 114
Harrison, WI 54952

10008

Re: N9266 County Road N
Harrison, WI

Scope of Work:

Remove and dispose of the following approximate quantities of asbestos per Northstar inspection report dated October 24, 2024:

House

- 530 sqft of vinyl sheet flooring from East basement on cistern, mud room, kitchen, NE bedroom and bathroom
- 2 basement windows with glazing

Garage

- 4 sqft of sink undercoating from garage

Barn

- 3200 sqft metal roof sealant (including overspray on lower roof of feed house) and 1 sqft of electrical panel isolator

Cost: \$ 9,540.00

Note: Non-friable Category 2 ACMs that can remain in place for mechanical demolition are not included in this proposal.

Environet, Inc. of Wisconsin will contact all proper regulatory agencies for proper notifications prior to job start up.

All asbestos containing material will be removed in strict adherence with EPA, OSHA, DHS, and DNR regulations and guidelines.

Disposal of asbestos containing material shall be in a licensed approved landfill.

All material is as specified. All work to be completed in a reasonably workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders. All agreements contingent upon strikes, accidents or delays beyond our control. Environet, Inc. of Wisconsin covers liability insurance, auto insurance, workers compensation insurance and asbestos \$2,000,000 per project. Owner to carry fire, tornado and other necessary insurance.

All work is to be done in strict compliance with state and federal rules and regulations including, but not limited to, the following: notification of state and federal authorities, posting of "Asbestos Warning" signs, protecting the work area with plastic, utilizing a HEPA filtration system to clean the air, using amended water to reduce dusting, the wearing of protective clothing and respirators, air monitoring, proper worker decontamination, and the sealing of wetted asbestos waste into impermeable plastic bags and/or fiber barrels which have an "Asbestos Warning" label attached.

This quotation does not include any unforeseen or hidden asbestos that was not addressed at the time of walkthrough or takeoff.

Payment to be made as follows: Net 30 days. In the event that all invoiced amounts are not paid when due, Contractor will charge 1.5% per month on unpaid amounts. In addition, costs of collection including reasonable legal fees, will be charged by Contractor and paid by Customer. NOTE: This proposal may be withdrawn by Environet, Inc. of Wisconsin if not accepted within 30 days.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ENVIRONET, INC. OF WISCONSIN HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNERS LAND MAY HAVE LIEN RIGHTS ON OWNERS LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO ENVIRONET, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ENVIRONET AGREES TO COOPERATE WITH THE OWNER AND OWNERS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined above.

(Customer)

(Authorized Signature)

(Date)

ENVIRONET, INC. OF WISCONSIN

(Contractor)



Keith Breuer
President

11-4-24
(Date)

VILLAGE BOARD MEETING**From:**

Chad Pelishek, Assistant Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Approval for the Village Organization Chart reflecting the addition of a Finance Director/Treasurer position.

Issue:

Does the Village Board wish to approve the updated organizational chart for the Village?

Background and Additional Information:

The updated chart reflects the addition of the Finance Director/Treasurer position and the updates of the Village Clerk, Deputy Clerk/Treasurer/HR Officer, Program Assistant, Accountant and Administrative Assistant reporting to the Finance Director/Treasurer. The chart also includes the addition of a Building Inspector position.

Budget Impacts:

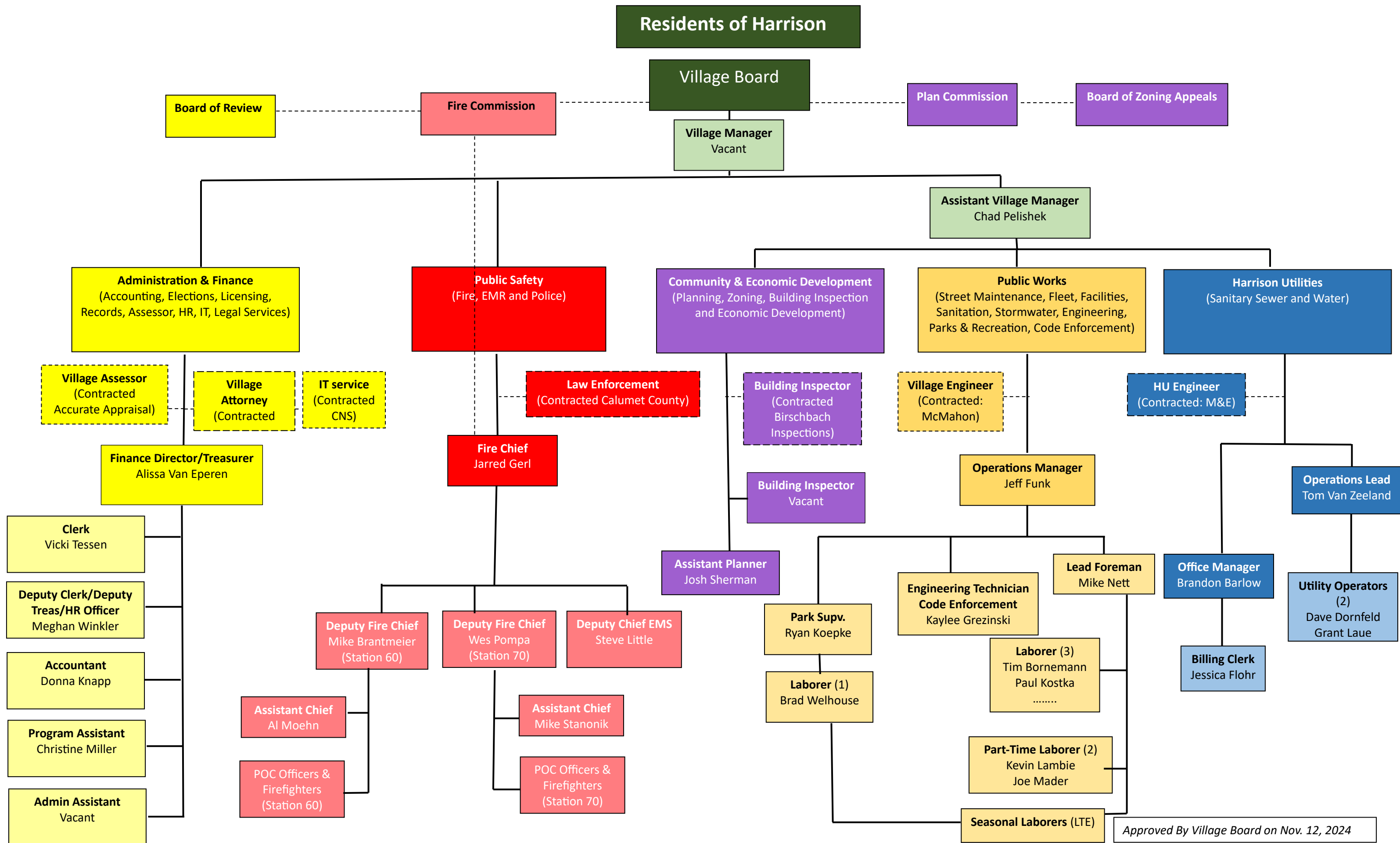
None

Recommended Action:

Motion to approve the revised organization chart as presented.

Attachments:

- [Village Org Chart 11-12-2024.pdf](#)



VILLAGE BOARD MEETING**From:**

Chad Pelishek, Assistant Village Manager

VILLAGE OF HARRISON**Meeting Date:**

November 12, 2024

Title:

Approval of the Building Inspector Position Description.

Issue:

Does the Village Board wish to approve the job description for the new Building Inspector position?

Background and Additional Information:

The 2025 budget includes the hiring of a full-time building inspector position. Due to limited staffing available for these positions, village staff is interested in recruiting this position as soon as possible as we may have to assist the candidate with obtaining the necessary state licenses to complete the job.

Should a candidate be found, Paul Birschbach will mentor and assist with inspections until the candidate is able to complete the duties of the position themselves.

The position is a Pay Grade L with a midpoint of \$40.25 or \$83,720 per year.

Budget Impacts:

The position is budgeted up to \$93,000.

Recommended Action:

Motion to approve the Building Inspector Position Description.

Attachments:

- [JobDescription_Building Inspector draft.pdf](#)

POSITION DESCRIPTION

Position:	Building Inspector
Department:	Administration
Reports to:	Village Manager
FLSA Status:	Exempt
Pay Grade:	Pay Grade L
Benefits:	Insurance (health, dental, vision, life, disability), Health Savings Account, WI Retirement System, Paid Time Off, and Holidays

Position Summary

The Building Inspector enforces the Village's building codes, reviews applications for building permits for compliance with all applicable and zoning codes, issues building permits, inspects for compliance, and issues occupancy permits. This position has municipal police powers to issue citations for building code violations as well as for municipal nuisances related to land use issues.

Major Position Duties:

- Serve as the Village's primary commercial, commercial electrical, and residential building inspector.
- Review building plans and site submittals for compliance with all applicable local and state building codes and zoning ordinances.
- Inspect building construction for compliance with local zoning and state and local building codes, and issue occupancy permits where applicable.
- Support the Planning and Community Development Department with zoning, site plan review, and drainage compliance.
- Assist Harrison Fire Rescue with fire inspections and compliance/follow-up on Fire Code violations.
- Monitor complaints and issue orders to ensure code compliance for public health, safety, and welfare.
- Provide liaison with county health officials towards housing and other health-related issues.
- Assists Village Manager with their annual budget.
- Perform other duties as assigned.

Qualifications:

(Knowledge, skills, and experience necessary to do this job well)

- UDC certification in all trades, construction, electrical, and HVAC and State of Wisconsin commercial and commercial electrical certifications.

- Minimum of three years of responsible building inspection work in all trade areas for industrial, commercial, and residential property, or any equivalent combination of training and experience.
- Considerable knowledge of zoning and housing codes.
- Considerable knowledge of laws, codes, ordinances, and regulations; practices, procedures; methods and equipment pertaining to building and construction work.
- Ability to inspect and detect violations of assigned codes and ordinances.
- Ability to read and interpret architectural plans and specifications.
- Ability to perform administrative duties which includes budget and paperwork responsibility.
- Ability to communicate both verbally and in writing to develop and maintain effective public and employee relations, respond to inquiries and complaints, and prepare and maintain accurate records and reports.
- Basic understanding of computers and software for the administration of building inspection programs.

Ideal Candidate will have:

- Two to three years of experience in customer service
- Experience in the trades preferably building related.
- Ability to effectively utilize Microsoft Office products such as spreadsheets, word processing, and databases.
- Considerable knowledge of bookkeeping/accounting principles and procedures.
- Excellent problem-solving/judgment skills, and high level of attention to detail and accuracy.
- Ability to organize, prioritize, and manage daily work assignments and the ability to work under pressure.
- Ability to communicate both verbally and in writing to establish effective public and internal work relationships.
- Ability to understand and effectively carry out oral and written instructions.
- Discover new ways to improve processes to gain great efficiencies.

Physical Requirements and Working Conditions:

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires speaking or hearing, using hands to finger, handle or feel and repetitive motions, frequently requires standing, sitting and reaching with hands and arms and occasionally requires walking, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus and depth perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires

preparing and analyzing written or computer data, using of measuring devices, operating machines and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Submit a resume and cover letter to:

Village of Harrison

Chad Pelishek

Assistant Village Manager

W5298 State Road 114

Menasha, WI 54952

Or email to: cpelishek@harrison-wi.org

The position will remain open until filled.

The Village of Harrison is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.