

City of Black River Falls
COMMON COUNCIL – AGENDA (REVISED)

Tuesday – February 4, 2025 – 6:00 PM
City Hall – 101 S. Second Street, Black River Falls, WI

Join Zoom Meeting:

<https://us02web.zoom.us/j/86241711746?pwd=3j1mdQUH6aHx285zbkkyh27Na3byaM.1>

Or Dial: 1-312-626-6799

Meeting ID: 862 4171 1746

Password: cityhall

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Reading of the Minutes of the January 7, 2025 Special Common Council Meeting –
Action
5. Citizens in Attendance
6. Committee Reports:
 - a. Airport Commission January 9, 2025
 - b. Committee of the Whole January 15, 2025
 - c. Industrial Park Commission January 29, 2025
 - d. Plan Commission January 29, 2025
 - e. Utility Commission January 27, 2025
 - f. Business Improvement District (BID) Board January 30, 2025
7. Mayor's appointment of Todd Luttio to the Police Committee for a 3-year term – Action
8. Consider Certified Survey Map submitted by Christopher Fechner on behalf of L.A. Industries, LLC for property located on South First Street – Action
9. Consider Offer to Purchase Vacant Land from Jackson Electric for 6.12 acres in the Industrial Park – Action
10. 2025-2027 Collective Bargaining Agreement between the City and the Black River Falls Professional Police Association – Action
11. Proposed increase to Room Tax – Discussion
12. Meetings: Committee of the Whole **Wednesday, February 19, 2025 6:00 PM**
13. Adjourn

Posted: February 3, 2025

The Common Council met at City Hall in the City of Black River Falls on January 7, 2025 at 6:00 P.M. Alderpersons Gearing-Lancaster, Ammann, Peloquin. M. Rave, Dougherty, and Busse were present. Alderpersons Wussow and E. Rave attended remotely via Zoom meetings. Mayor J. Eddy presided.

It was moved by Alderperson Peloquin, seconded by Alderperson Dougherty to dispense with the reading of the minutes of the December 18, 2024 Special Common Council meeting and approve as presented. Motion carried.

CITIZENS IN ATTENDANCE

There was 1 citizen in attendance. Vicki Michalski presented information from the Jackson County Homeless Coalition regarding a local point-in-time homeless count that will begin January 22nd, a Community Connect event at the United Methodist Church on January 23rd for those who wish to connect with service providers and invited Council members to participate in these events.

COMMITTEE REPORTS

It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson Ammann to place on file the minutes of the July 27, 2024 Airport Commission meeting. Motion carried.

It was moved by Alderperson M. Rave, seconded by Alderperson Dougherty to place on file the minutes of the September 19, 2024 Airport Commission meeting. Motion carried.

It was moved by Alderperson Ammann, seconded by Alderperson Peloquin to place on file the minutes of the December 12, 2024 Business Improvement District (BID) Board meeting. Motion carried.

It was moved by Alderperson Wussow, seconded by Alderperson Busse to place on file the minutes of the December 30, 2024 Utility Commission meeting. Motion carried.

It was moved by Alderperson Ammann, seconded by Alderperson Gearing-Lancaster to approve the easement agreement between the City and the Black River Falls School District for the Foundation Trail. Motion carried.

It was moved by Alderperson Busse, seconded by Alderperson Dougherty to approve the easement agreement between the City and Jackson County for the Foundation Trail. Motion carried.

It was moved by Alderperson Gearing-Lancaster, seconded by Alderperson E. Rave to approve the easement agreement between the City and WHPC-Dominium, LLC for the Foundation Trail. Motion carried.

The City Administrator reviewed two Quit Claim Deeds that were recently recorded with the Register of Deeds transferring property ownership to the City. The first was from Westwind Estates, Inc. for the strip of land used for golf cart access from Westwind Estates to Skyline Golf Course. The second was from David Hoffman for a strip of land off of W. Adams Street that accommodates stormwater run-off, and the Foundation Trail crosses the southern section. There were no objections to accepting these parcels and no action was taken.

It was moved by Alderperson M. Rave, seconded by Alderperson Dougherty to designate the Black River Falls Area Foundation as an official depository of the City. Motion carried.

It was moved by Alderperson Busse, seconded by Alderperson Gearing-Lancaster to adjourn. Motion carried at 6:30pm.

A. Brad Chown
City Administrator

The Airport Commission met at the Black River Area Airport on January 9, 2025 at 5:30 P.M. Commissioners Desiree Gearing-Lancaster, Garth Rolbiecki, Dale Hoff and Kylee Wussow present. Other attendees included Airport Mgr. Frank Voge, Dale Klevgard, Larry Lunda, and SEH Representative Josh Holbrook.

1. The meeting was called to order at 5:30 P.M. by Chairperson Gearing-Lancaster.
2. Review of Meeting Minutes. Discussion of changes to prior meeting minutes. Approval adjourned to next meeting.
3. Vouchers: Manager Voge provides transaction report. Motion by Commissioner Hoff to approve; seconded by Commissioner Rolbiecki. Motion carried.
4. Manager Voge submitted report to committee:
 - a. Cody Campbell was hired to assist with snow plowing and has worked out well.
 - b. Committee updated on equipment status.
 - c. The Permit to Operate is complete and posted.
 - d. The underground tank inspection is complete and certification posted.
 - e. Hanger B3 has been sold and the lease/lot fee has been submitted.
5. Discussion of FAA Entitlement Funding and the use of funds: Manager Voge and Dale Klevgard propose to use funding for a fuel system update. The fuel system control head is 20 years old and needs to be replaced, as parts are not available for this anymore. Klevgard explains past process and what the new process would look like. The upgrade would be around \$15,000 and first year subscription is included on this cost. Klevgard outlines how this would be in the best interest of the airport and the cost analysis. This would increase fuel cost of ten cents per gallon. Motion by Commissioner Hoff to approve; seconded by Commissioner Wussow. Motion carried.
 - a. Master Plan: Josh Holbrook of SEH made presentation to the committee. Review of ACIP complete, the next step is the consultant selection process. His advice is to push ahead aggressively.
 - b. Airport Employee Wages: Dale Klevgard informed the committee that the wages have been the same for the entire time that he was the manager and are still the same and outlines the amount of work that goes into the job. Commissioner Rolbiecki requests additional information of wages for airports of same type of airport and bring to the next meeting for comparison.
 - c. The committee held discussions of airport taxes and the appropriate name to assign it. Larry Lunda offered suggestions. Larry will research more and will update committee.

6. Next Meeting: April 3, 2025 at 5:30 P.M. at the airport.
7. Motion by Commissioner Rolbiecki to adjourn, seconded by Commissioner Hoff., motion carries. Meeting adjourned at 6:11 AM.

Respectfully submitted by,
Kylee Wussow
Airport Commission

The Committee of the Whole met at City Hall in the City of Black River Falls on January 15, 2025 at 6:00 P.M. Alderpersons Gearing-Lancaster, Ammann, Peloquin and Dougherty were present. Alderpersons E. Rave and Busse attended remotely via Zoom meetings. Alderpersons Wussow and M. Rave were excused. Mayor Jay Eddy presided.

1. There was one citizen in attendance.
2. The Department Head monthly reports were reviewed. Department heads present were Darryl Nelson, Jarod Meyer, Travis Brown, Cara Hart, and Brad Chown. Jody Stoker was excused.
3. The Parks & Recreation Director advised the Hoops Tournament went well and there was a good turnout.
4. The City Administrator advised the Fire Department's new 100-foot platform ladder truck is out of service due to a faulty hydraulic cylinder. This warranty repair will be done in Appleton as soon as the parts arrive.
5. It was moved by Alderperson Ammann, seconded by Alderperson Peloquin to award the bid for a 2025 GMC Sierra to Gross Motors at a cost of \$47,310.50. Motion carried.
6. There was discussion on the three snow plow bids that were received which included a desire to award the bid to the second lowest bidder, Universal Truck, based on past experience, closer distance for parts and service, Hiniker brand plow being the same plow that is on the truck that is being replaced; and the price difference only being \$787.00. The existing truck will be transferred to the Parks Department so it would be nice for parts and service to have the same brand of plows on these two City trucks.
7. It was moved by Alderperson Ammann, seconded by Alderperson Dougherty to award the bid for a snow plow for the 2025 GMC Sierra to Universal Truck EQ for a Hiniker plow at a cost of \$9,997.00 contingent on legal counsel approval. If not approved by legal counsel, then award the bid to TruXcessorize, Inc for a Western plow at a cost of \$9,210.00. Motion carried.
8. Financial reports for December 2024 will be presented at a later date after all December invoices have been paid and expensed back to 2024.
9. It was moved by Alderperson Busse, seconded by Alderperson E. Rave to adjourn. Motion carried at 6:25pm.

A. Brad Chown
City Administrator

The Industrial Park Commission met at City Hall on January 29, 2025 at 1:00 P.M. Commissioners Jay Eddy, Jeff Amo, Bill Laurent, Don Matthews, Bob Becker, Julie Murray, Kevin Babcock, and Darcy Funmaker were present. Others in attendance: Brad Chown, City Administrator. Commissioners Eric Chrisinger and Mike Rave were excused. Mayor Jay Eddy presided.

1. Mayor Jay Eddy called the meeting to order at 1:02 pm.
2. The City Administrator distributed hard copies of Counter Offer 1 by Seller and presented an overview of the Offer to Purchase Vacant Land (OTP) received from Jackson Electric for 6.12 acres in the Industrial Park.
3. Jackson Electric CEO Kevin Babcock explained the need for a high voltage substation to serve future developments in the Industrial Park. The new substation would be tied in with the existing substation near Old Vaudreuil Road creating a loop that would allow for back feeding in the event of an outage. Mr. Babcock explained the offer is contingent on soil testing and other studies which Jackson Electric would contract for and pay for.
4. There was discussion on who should be responsible for the cost of the survey to create a new Certified Survey Map. The OTP puts this cost on the Seller and the Counter Offer by Seller puts this on the Buyer.
5. It was moved by Commissioner Eddy, seconded by Commissioner Laurent to recommend the Common Council accept the offer from Jackson Electric Cooperative to purchase 6.12 acres of vacant land in the Industrial Park and all provisions outlined in Counter Offer 1 by Seller except the Seller shall be responsible for all costs related to the required survey. Motion carried (7-0-1) with Commissioner Babcock abstaining.
6. It was moved by Commissioner Amo, seconded by Commissioner Becker to adjourn. Motion carried. Meeting adjourned at 1:33 PM.

A. Brad Chown
City Administrator

The Plan Commission met at City Hall in the City of Black River Falls on January 29, 2025 at 5:30 P.M. Mayor Jay Eddy, Commissioners Randy Eddy, Jared Smith, Anneliese Eddy, and Marc McDowell were present. Commissioners Mike Rave and Dennis Guenther were excused. Mayor Jay Eddy presided.

1. Mayor Jay Eddy called the meeting to order at 5:30 P.M.
2. The Commission reviewed the proposed Certified Survey Map (CSM) submitted by Christopher W. Fechner on behalf of L.A. Industries, LLC for land on South First Street. The City Administrator advised the Surveyor's Certification states the map complies with "Chapter 18 of the Jackson County Subdivision and Platting Ordinance", but it needs to comply with "Chapter 19 City of Black River Falls Subdivision and Platting Ordinance".
3. It was moved by Commissioner R. Eddy, seconded by Commissioner A. Eddy to recommend the Common Council approve the Certified Survey Map submitted by Christopher W. Fechner on behalf of L.A. Industries, LLC for land on South First Street contingent on the surveyor certifying the map complies with "Chapter 19 City of Black River Falls Subdivision and Platting Ordinance" and updating the Surveyor's Certificate accordingly. Motion carried.
4. Representatives from the Mississippi River Regional Planning Commission (MRRPC) facilitated discussion on the draft of the Comprehensive Plan with emphasis on the Intergovernmental Relations and Coordination Section and the Implementation section of the Plan. The MRRPC will implement recommended changes, review the entire document, and submit a revised draft to be discussed at a public hearing which is the next step in the process.
5. There was one citizen in attendance who inquired about current and future economic development and housing efforts, and Commissioners and the City Administrator explained a variety of programs. The intent of the Commission is to create a Comprehensive Plan that is detailed enough to guide the city for the next 20 years, yet general enough to leave room for future ideas and concepts.
6. It was moved by Commissioner J. Smith, seconded by Commissioner M. MacDowell to set a public hearing for Thursday, March 27, 2025 at 5:30pm for the Comprehensive Plan. Motion carried.
7. It was moved by Commissioner R. Eddy, seconded by Commissioner J. Smith to adjourn. Motion carried at 6:16 P.M.

A. Brad Chown
City Administrator

BLACK RIVER FALLS UTILITY COMMISSION MEETING MINUTES

January 20, 2025

Utility Commission President John Lund called a meeting of the Black River Falls Municipal Utility Commission to order on January 20, 2025 at 3:30 p.m. in the Utility Conference Room at 349 South McKinley Street. Commissioners in attendance were Jeff Amo, Justin Dougherty, Jay Eddy and Don Mathews. Also present were General Manager Casey Engebretson, Electric Supt. Kevin LaValley, and Garrett Aleckson (Banner Journal).

A motion was made by Commissioner Eddy and seconded by Commissioner Mathews to approve the minutes from the December 30, 2024 regular meeting.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews
Motion carried.

A motion was made by Commissioner Amo and seconded by Commissioner Dougherty to approve the accounts payable vouchers; CK #42578 – 42590; VC #42591; CK #42592 – 42641; VC #42642; CK #42643; EP #100888 – 100896 – Totaling \$1,117,120.04.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews
Motion Carried.

The Commission reviewed the December 2024 arrears.

Casey Engebretson informed the Commission that he met with SEH and representatives from the WDNR to discuss preferred well sites and existing setbacks. After discussion, it was decided that SEH will move forward with the WSIR submittal to include a comprehensive narrative explaining why the site next to the Utility Office is the preferred site and that there are little to no alternative sites available. Pricing for sonic and conventional drilling will be sought to give the Commission a better idea of costs.

Kevin LaValley summarized the work completed at the German Hill substation and the remaining work needed to complete the project.

Casey Engebretson updated the Commission on the voltage conversion project. Casey stated that the end goal is to have two (2) substations, each having the capacity to provide power to the entire service territory. Dave Krause (Electrical Engineer) recommended that BRFMU purchase both power transformers discussed at the December meeting. These transformers were used as spares and have significant life left and are able to be purchased at a reduced cost versus purchasing two (2) new transformers. Casey requested an update on the projected costs and procurement locale for each piece of equipment need to upgrade the substation.

Casey Engebretson stated the WPPI Executive Committee and BOD passed the 2025 budget which included additional dollars for the Value of Public Utility Program. This will result in an increase of approximately \$10,000 for BRFMU for community contributions, customer service & branding, economic development, and educational resources.

BRFMU IS AN EQUAL OPPORTUNITY PROVIDER

The Commission reviewed a contribution request from the Boys & Girls Club.

A motion was made by Commissioner Eddy and seconded by Commissioner Amo to make a donation of \$150.00 to the Boys & Girls Club at the Lunda Center.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews
Motion carried.

A motion was made by Commissioner Mathews and seconded by Commissioner Dougherty to adjourn to closed session at 3:54 p.m., pursuant to Section 19.85 (1)(c) to consider employment, promotion, compensation, or performance evaluation of any public employee subject to the jurisdiction or authority of the governing body; Review Electric 1000-hour Employment and Apprenticeship Structure/Schedule.

Roll Call: Lund - Aye, Amo - Aye, Dougherty - Aye, Eddy - Aye, and Mathews - Aye
Motion Carried.

A motion was made by Commissioner Mathews and seconded by Commissioner Dougherty to reconvene to open session at 3:59 p.m.

Roll Call: Lund - Aye, Amo - Aye, Dougherty - Aye, Eddy - Aye, and Mathews - Aye
Motion Carried.

Next Meeting: February 24, 2025 @ 3:30 p.m.

A motion was made by Commissioner Mathews and seconded by Commissioner Dougherty to adjourn the meeting at 4:00 p.m.

Aye: Lund, Amo, Dougherty, Eddy, and Mathews
Motion Carried.

Casey Engebretson, General Manager

comm.mtg.minutes.1.20.2025

BRFMU IS AN EQUAL OPPORTUNITY PROVIDER

A meeting of the Business Improvement District (BID) Board was held at City Hall on January 30, 2025 at 5:30 P.M. Board members Kylee Wussow, Duane Johnson, Vincent Meyer, Andrea Hoffman, Mark Hanson, and the City Administrator were present. There were no citizens in attendance.

1. The City Administrator called the meeting to order at 5:32 pm.
2. The City Administrator distributed Profit & Loss Reports for FY2022, FY2023, and FY2024 that had been submitted by the Downtown Association earlier that day. The Board is satisfied with the reports provided.
3. The City Administrator provided updates on the decorative lamp project. Municipal Utilities and the City Street Department have installed the new base plates. It was good timing for this project as there were only 1 to 2 bolts still intact on the old base plates on most of the lamp posts. D&S has submitted two (2) design ideas for flower holders.
4. Many of the Christmas lights that are installed on the decorative lamp posts were inoperable and unable to be repaired. The Parks & Recreation Department took advantage of a close out deal at Menards to purchase replacement lights at a cost of \$294.47, and they are requesting reimbursement.
5. It was moved by Kylee Wussow, seconded by Duane Johnson to reimburse the City \$294.47 for the purchase of new Christmas lights. Motion carried.
6. There was discussion on how to move forward with the 2025 BID Operating Plan implementation. The Board reviewed a January 13, 2025 article from WEDC that included different structures for BID activities which were staffed district, contract for service, and hybrid models. The Board decided to continue their oversight and explore other options.
7. It was moved by Kylee Wussow, seconded by Andrea Hoffman to set the next BID Board meeting for Thursday, April 24, 2025 at 5:30pm. Motion carried.
8. It was moved by Kylee Wussow, seconded by Andrea Hoffman to adjourn. Motion carried at 6:20 pm.

A. Brad Chown, City Administrator
City of Black River Falls

CERTIFIED SURVEY MAP No. _____

ALL OF
Lot 1, Certified Survey Map, Volume 19S, Page 274, D.N. 411167;
Also: All of Lot 5 & part of Lot 8, Block 15, Knapp & Williamson's Plat;
Located in Government Lot 4, Section 15, T21N-R4W;
City of Black River Falls, Jackson County, Wisconsin;

SURVEYOR'S CERTIFICATE

I, Christopher W. Fechner, Professional Land Surveyor, do hereby certify that I have surveyed and mapped this Certified Survey Map being all of Lot 1, Certified Survey Map, Volume 19S, Page 274, Document Number 411167; Also all of Lot 5 and part of Lot 8, Block 15, Knapp and Williamson's Plat, located in Government Lot 4, Section 15, T21N-R4W, City of Black River Falls, Jackson County, Wisconsin described as follows:

Commencing at the South 1/4 corner of Section 15, thence N 40°27'04" E 1405.59 feet to the East right-of-way line of South 1st Street, the northwest corner of Lot 1, Certified Survey Map, Volume 19S, Page 274, Document Number 411167, and the point of beginning of this description:

thence S 89°45'04" E 113.60 feet to the northeast corner of said Lot 1;
thence S 00°25'26" E 32.99 feet to the southeast corner of said Lot 1 and
the North line of Lot 5, Block 15, Knapp and Williamson's Plat;
thence, along said North line and the North line of Lot 8, Block 15,
Knapp and Williamson's Plat S 89°44'47" E 41.40 feet;
thence S 00°25'26" E 35.00 feet to the South line of said Lot 8;
thence, along said South line and the South line of said Lot 5, N 89°44'49" W
155.00 feet to the southwest corner of said Lot 5;
thence N 00°25'26" W 67.98 feet to the point of beginning of this description.

Subject to any easements, covenants and restrictions of record.

That I have made such survey, map and division of land at the direction of Lee Ann Walker, owner of said land.

That such map is a correct representation of the exterior boundaries of the land surveyed and subdivision thereof made.

That I have fully complied with the provisions of s.236.34, Wisconsin Statutes and Chapter 18 of the Jackson County Subdivision and Platting Ordinances in surveying and mapping the same.

Christopher W. Fechner PLS #2448
Couteau Region Land Surveyors, LLC
917 S. 4th Street
La Crosse, WI 54601

Owner:
Leah Ann Walker
L.A. Industries, LLC
PO Box 757
Black River Falls, WI 54615



The City of Black River Falls does hereby approve of this Certified Survey Map.

Jay Eddy, Mayor

Date

Owner's Certificate:

As owner I hereby certify that I have caused the land described on this Certified Survey Map to be surveyed, divided and mapped as shown on this Certified Survey Map.

Owner's Certificate
(Leah Ann Walker)

State of Wisconsin)
Jackson County)

Personally came before me this 16 day of January, 2025, the above named owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Jackson County, Wisconsin.

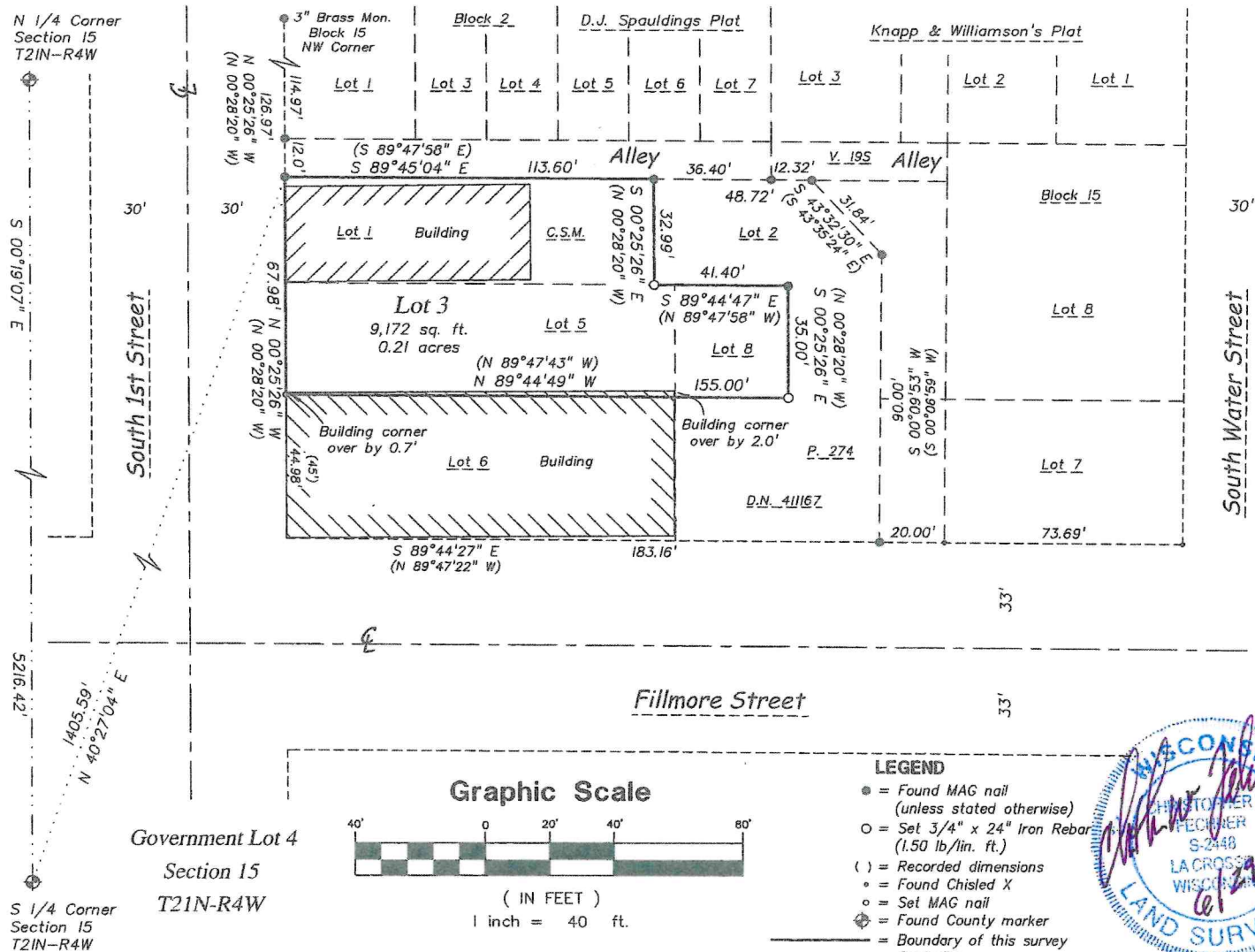
My Commission expires: May 4, 2026



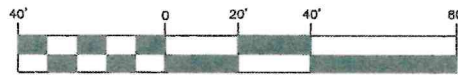
CERTIFIED SURVEY MAP No. _____

ALL OF

Lot 1, Certified Survey Map, Volume 19S, Page 274, D.N. 411167;
Also: all of Lot 5 & part of Lot 8, Block 15, Knapp & Williamson's Plat;
Located in Government Lot 4, Section 15, T21N-R4W;
City of Black River Falls, Jackson County, Wisconsin;



Graphic Scale



LEGEND

- = Found MAG nail (unless stated otherwise)
- = Set 3/4" x 24" Iron Rebar (1.50 lb/lin. ft.)
- () = Recorded dimensions
- = Found Chisled X
- = Set MAG nail
- ⊙ = Found County marker
- = Boundary of this survey
- - - = Centerline



Bearing Basis: The Jackson County Coordinate System.
Referenced to the (WCCS) NAD 83 (2011) Adjustment.
Referenced to the North-South 1/4 line of
Section 15, T21N-R4W: S 00°19'07" E

Approved by the Wisconsin Real Estate Examining Board
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

Property Executives Realty

Page 1 of 12, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON January 10, 2025 [DATE] IS (AGENT OF BUYER)

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

3 The Buyer, Jackson Electric Cooperative

4 offers to purchase the Property known as 206-20250055&206-20250045 6.12acres

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 Town of Black River Falls, County
8 of Jackson Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is sixty thousand

10 Dollars (\$ 60,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items:

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

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

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

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in
27 an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before January 15, 2025.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

36 **CLOSING** This transaction is to be closed on or before 05/16/2025

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

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- 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).

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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: High Voltage Substation

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 **N/A 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

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

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

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

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

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

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

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

381 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

435 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____
437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

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

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

447 _____ (name other contingencies, if any); and

- 448 (3) Any of the following checked below:
449 ☐ Proof of bridge loan financing.
450 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

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

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

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

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

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

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

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

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

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

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

478 ☐ _____

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

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 1% of sale price (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** 206-2025.0055-THAT PT OF SWNW THAT IS PART OF THE
656 1909 PLAT OF VAUDREUIL INCLUDING THE PLATTED STREET THAT LIES ON THE EAST EDGE OF SAID
657 PLAT. TAX EXEMPT

658 206-2025.0045THAT PT OF SWNW NOT PLATTED IN 1909 PLAT OF VAUDREUIL AND ALSO EXCEPTING THE
659 PLATTED STREET THE LIES ON THE EAST EDGE OF SAID PLAT & EX LOT 3 OF CSM 1264 & EX LAND
660 LOCATED ALONG S LINE OF SWNW THAT WAS INCLUDED IN A ROAD EASEMENT IN 379/576. TAX EXEMPT

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: City Of Black River Falls, Brad Chown

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

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: brad.chown@blackriverfallswi.gov

679 Email Address for Buyer: loveonyourhome@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 Addendum X and Addendum Y is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Jane Tande, Property Executives Realty

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) Kevin Babcock January 10, 2025
 697 Buyer's Signature ▲ Print Name Here ▶ Jackson Electric Cooperative 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 ▲

Addendum X to the Offer to Purchase

Addendum attached to and made part of the Offer to Purchase dated January 10, 2025 made by the Buyer, Jackson Electric Cooperative, with respect to the Property at 206-20250055&206-20250045 6.12acres, , Wisconsin.

1) Geotechnical Assessment Contingency:

The Buyer's obligation to purchase the property is contingent upon the completion of geotechnical testing, including but not limited to core sampling and soil analysis. The Buyer, at its own expense, shall engage a qualified geotechnical engineer or firm to evaluate the property. If the geotechnical report indicates conditions unsuitable for the intended use, including but not limited to unstable soil, excessive groundwater, or insufficient load-bearing capacity, the Buyer may terminate this Agreement by providing written notice to the Seller.

2) Environmental Assessment Contingency:

The Buyer's obligation to purchase the property is contingent upon the completion of an environmental site assessment (ESA) conducted by a qualified environmental consultant. The assessment shall include, but is not limited to, an evaluation of potential contamination, hazardous substances, and compliance with local, state, and federal environmental laws. If the ESA reveals any environmental issues, including contamination or the presence of hazardous materials that may pose a liability or increase development costs, the Buyer may:

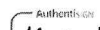
(a) Terminate this Agreement, or

(b) Require the Seller to remediate the property at the Seller's expense to a standard acceptable to the Buyer.

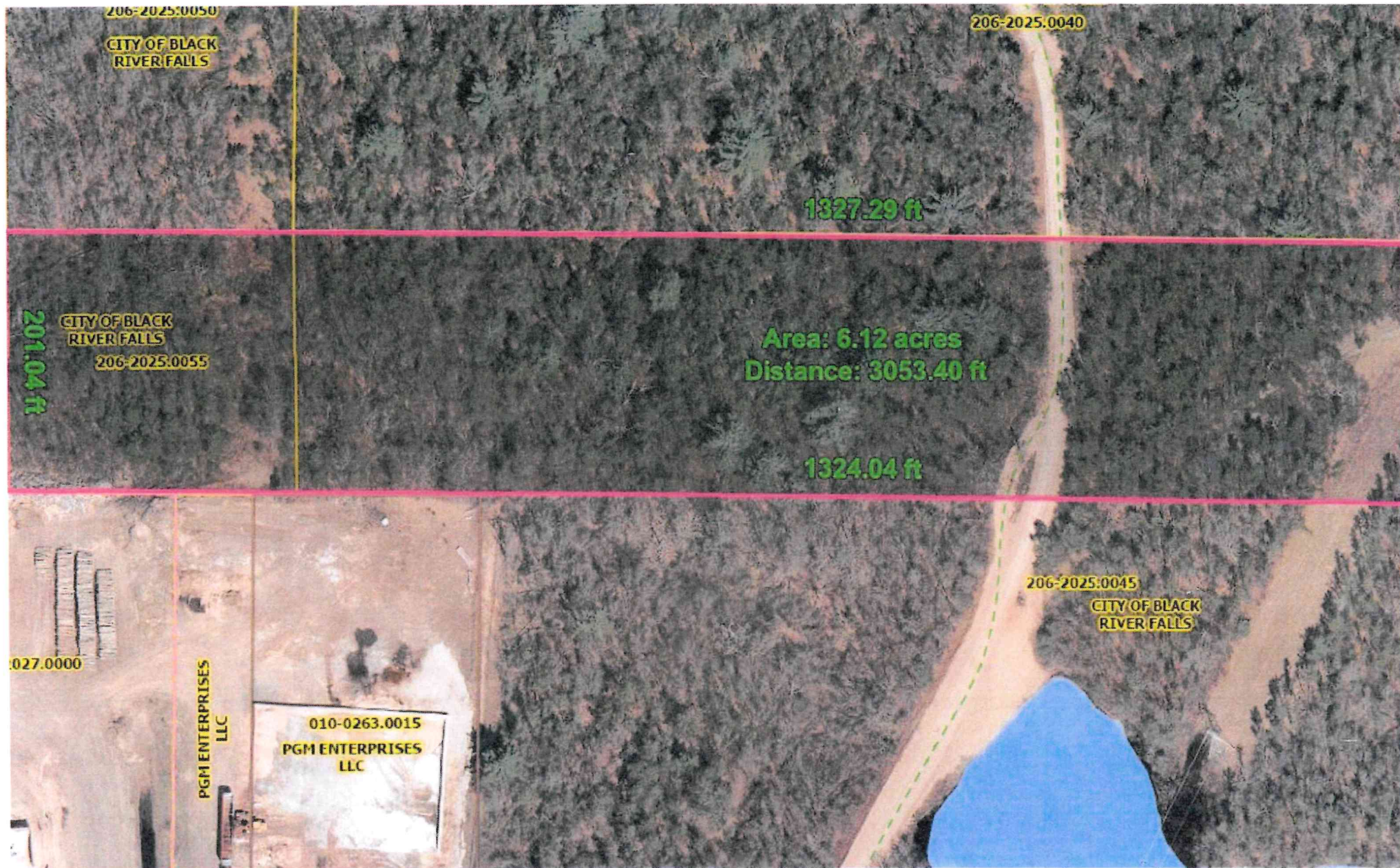
If the Seller elects not to remediate, the Buyer may terminate this Agreement by providing written notice to the Seller.

3) Survey Contingency:

The Buyer's obligation to purchase the property is contingent upon completion of a new, certified survey of the property, delineating the exact boundaries of the 206-20250055 & 206-20250045 6.12 acres (addendum Y), to be completed by a licensed surveyor. The survey shall be at the Seller's expense and must be delivered to the Buyer and Buyer's agent no later than 30 days prior to closing. If the Seller elects not to remediate, the Buyer may terminate this Agreement by providing written notice to the Seller.


Kevin Babcock 01/10/2025
 (Buyer's Signature) ▲ Jackson Electric Cooperative (Date) ▲ (Seller's Signature) ▲ (Date) ▲
 (Buyer's Signature) ▲ (Date) ▲ (Seller's Signature) ▲ (Date) ▲

Addendum Y



Jackson Electric OTP Substation

Created by: Brad Chown



Date created: 1/8/2025

Last Data Uploaded: 1/8/2025 9:39:19 AM

Developed by

Counter-Offer No: 1 by Seller:

The WB-13 Vacant Land Offer to Purchase by Buyer dated January 10, 2025, by Jackson Electric Cooperative for 6.12 acres of real estate being parts of Tax ID's 206-2025.0055 and 206-2025.0045, in the City of Black River Falls, Jackson County, Wisconsin is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer unless incorporated by reference.]

- 1) Notwithstanding anything to the contrary in the Offer to Purchase, the Buyer waives receipt of a real estate condition report from the Seller, and by closing on this transaction will have done all its required due diligence to its satisfaction and accepts the property **as-is and with all faults**. Buyer agrees that no warranties of any kind, express or implied, will, or have been given, by Seller, other than the warranty of merchantable title which will be given in the form of a standard title insurance commitment and policy.
- 2) Lines 512-515 shall be modified to require the Seller to deliver the Title Commitment 20 days after the survey work has been completed and is in Seller's possession, so that a legal description can be supplied to the title company.
- 3) Addendum X is modified to be clear that **Seller has no obligation to remediate**.
- 4) Addendum X is modified to read that all costs associated with the survey shall be paid for by the **Buyer**.
- 5) By accepting this counter-offer, the Buyer waives all objections to the timeliness of this counter-offer.

WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THE TRANSACTION. This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making the Counter-Offer on or before **February 15, 2025** (Time is of the Essence). Delivery of the

accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided in the Offer. This Counter-Offer was drafted by Attorney Mark A. Radcliffe for the Seller on **January 24, 2025**, on behalf of the Seller.

SELLER:



Signature of Party Making Counter-Offer
A. Brad Chown for City of BRF

1/24/2025
Date

BUYER:

Signature of Party Accepting Counter-Offer
**Kevin Babcock for Jackson Electric
Cooperative**

Date

Approved by Wisconsin Real Estate Examining Board
5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)

Property Executives Realty

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/~~Seller~~) **STRIKE ONE**

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

1 The Offer to Purchase dated 01/10/2025 and signed by Buyer Jackson Electric Cooperative
2 _____ for purchase of real estate at 206-20250055&206-20250045 6.12acres, Black
3 River Falls, WI 54615 is rejected and the following Counter-Offer is hereby made.

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

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 1)Notwithstanding anything to the contrary in the Offer to Purchase, the Buyer waives
8 receipt of a real estate condition report from the Seller, and by closing on this
9 transaction will have done all its required due diligence to its satisfaction and accepts
10 the property as-is and with all faults. Buyer agrees that no warranties of any kind,
11 express or implied, will, or have been given, by Seller, other than the warranty of
12 merchantable title which will be given in the form of a standard title insurance
13 commitment and policy.

15 2) Lines 512-515 shall be modified to require the Seller to deliver the Title Commitment
16 20 days after the survey work has been completed and is in Seller's possession, so that a
17 legal description can be supplied to the title company.

19 3) Addendum X is modified to be clear that Seller has no obligation to remediate.

21 4) Addendum X is modified to read that all costs associated with the survey shall be paid
22 for by the Seller.

28 The attached _____ is/are made part of this Counter-Offer.

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

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
31 making the Counter-Offer on or before February 15, 2025 (Time is of
32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
33 unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
35 **provided at lines 30-32.**

36 This Counter-Offer was drafted by Jane Tande, Property Executives Realty on 01/30/2025
37 _____ Licensee and Firm ▲ Date ▲

38 (x) Kevin Babcock 01/30/2025
39 Buyer's Signature ▲ Date ▲
40 Print name ► Jackson Electric Cooperative

(x) _____
Seller's Signature ▲ Date ▲
Print name ► A. Brad Chown for City of BRF

41 (x) _____
42 Buyer's Signature ▲ Date ▲
43 Print name ► _____

(x) _____
Seller's Signature ▲ Date ▲
Print name ► _____

44 This Counter-Offer was presented by _____ on _____
45 _____ Licensee and Firm ▲ Date ▲

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

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

Agreement between the

CITY OF BLACK RIVER FALLS

and the

BLACK RIVER FALLS POLICE DEPARTMENT

and the

BLACK RIVER FALLS PROFESSIONAL POLICE
ASSOCIATION

as represented by the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 662

2025-2027

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AGREEMENT

This Agreement is made and entered into by and between the City of Black River Falls, as the municipal employer, hereinafter referred to as "Employer," and the International Brotherhood of Teamster Local 662, for and on behalf of the Black River Falls Professional Police Association, hereinafter referred to as "Association."

ARTICLE I - GENERAL

1. **Recognition:**

- A. **Bargaining Unit:** The Employer recognizes the Association as the exclusive bargaining agent for all full-time officers in the Black River Falls Police Department, but not including the Chief of Police/Criminal Investigator, for the purpose of conferring and negotiating with the Employer on the questions of wages, hours and conditions of employment and the adjustment of officer complaints and grievances.
- B. **New Positions:** In the event new operations or new installations are commenced by the Employer or in the event new positions are created or reclassifications occur with respect to existing positions with respect to the present activities and operations of the Employer, the inclusion or exclusion of such officers from this collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.
- C. **Officer Defined:** Whenever the term "officer" is used in this Agreement, it shall mean and include all members of the bargaining unit of the Black River Falls Police Department.

2. **Management Rights:** The Employer possesses the sole right to operate the Municipal government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract. These rights which normally are exercised by the Chief of Police/Criminal Investigator include, but are not limited to, the following:

- A. To direct all operations of the Black River Falls Police Department;
- B. To hire, promote, transfer, schedule, assign and retain officers in positions with the police department and to suspend, demote, discipline or discharge for just cause pursuant to the rules and regulations of the Black River Falls Police Department and the Black River Falls City Council;

- C. To relieve officers from their duties because of lack of work or for other legitimate reasons;
- D. To maintain efficiency of the police department operation entrusted to it;
- E. To introduce new or improved methods or facilities;
- F. To change existing methods or facilities;
- G. To contract out for goods or services except that such actions shall not result in the layoff of officers in the bargaining unit;
- H. To determine the methods, means, and personnel by which police department operations are to be conducted;
- I. To determine the kinds and amounts of services to be performed as pertains to Police Department operations and the number and kind of classifications to perform such services;
- J. To unilaterally adopt reasonable work rules. The reasonableness of a work rule shall be grievable;
- K. To select employees, establish quality standards, and evaluate employee performance;
- L. To work with the Mayor and the City Administrator to take whatever action which must be necessary to carry out the functions of the Employer in situations of emergency;
- M. To take whatever action is necessary to comply with state or federal law.

The Association and the officers agree that they will not attempt to abridge these management rights and the Employer agrees it will not use these management rights to interfere with rights established under this Agreement. Nothing in this Agreement shall be construed as imposing an obligation upon the Employer to consult or negotiate concerning the above areas of discretion and policy.

3. Training: The Employer agrees that it will continue to assume full responsibility for training officers in the bargaining unit under the guidance of qualified personnel in the work in which they are assigned. Each officer assumes full responsibility for learning and knowing the material presented in training sessions and further agrees to maintain a level of professional competence and physical and mental fitness necessary to perform the work assigned.

4. Performance: The Employer may issue written reprimand notices to an officer and copies of such notices shall be forwarded to the Association. The Association agrees to cooperate with the Employer by attempting to eliminate unsatisfactory work and violation of reasonable work rules.

5. Payroll Deductions:

- A. Membership Not Required. Membership in any employee organization is not compulsory. Officers have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.
- B. Effective Date and Officers Covered: Effective the first payroll period following ratification and unless otherwise terminated as hereinafter provided, the Employer shall during the term of this Agreement, once each month, deduct from their regular earnings of all officers who have provided written authorization to do so the amount of local dues the Association certifies to the Employer as the appropriate monthly amount that the Employer shall deduct as authorized under Section 111.70(1)(f), Wis. Stats., and remit such amount to the Treasurer of the local Association on or before the end of the month following the month in which such deduction was made.
 - (1) Present Officers: As to officers employed on the effective date of this Agreement, such deduction shall be made and forwarded to the Treasurer of the local Association.
 - (2) New Officers: Such deductions shall be made and forwarded to the Treasurer of the local Association from the earnings of new officers beginning with their first pay period.
 - (3) Other Officers: Officers on layoff or leave of absence or other status in which they receive no pay are excluded.
- C. Forfeiture: In the event that the local Association, its officers, agents or any of its members, acting in concert with one another, engage in or encourage any strike or work stoppage against the Employer, the deductions and payments of fair share contributions made in accordance with this Agreement, and also including any voluntary dues deduction (check-off) privileges, shall be terminated forthwith by the Employer. Thereafter, for a period of one (1) year, measured from the date of the onset of such strike or work stoppage, no deductions whatever shall be made from the earnings of any officer, nor shall any payment whatever be made to the Treasurer of the local Association by the Employer.
- D. Responsibilities of the Employer and Association:
 - (1) Error: If an error is discovered with respect to deductions under this provision, the Employer shall correct said error by appropriate adjustments in the next paycheck of the officer or the next submission of funds to the

local Association. The Employer shall not be liable to the Association, the officer or any party by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from officers' wages earned.

- (2) Indemnification and Hold Harmless Provision: The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of the Employer's compliance with this provision.

6. Physical Examinations: Officers may be required to have a physical examination once every two (2) years or as otherwise directed by the Employer and as a condition of employment shall release the results of such examination to the Employer.

The specific physical information sought shall be determined by the Employer and the Employer shall pay any expense involved. Officers desiring to have such examinations by a physician of their choice shall pay for all expenses involved.

7. Officers must reside within 45 miles of the jurisdictional boundaries of the City of Black River Falls.

ARTICLE II - ASSOCIATION ACTIVITIES

1. Association Business: The Association agrees to conduct its business off the job, but this shall not prevent the proper processing of grievances or other routine business. When possible, grievance or other routine business shall be processed at times other than working hours of the officer.

2. Association Representatives: Business representatives of the Association may contact, upon approval of the respective supervisor, officers of the Local or individual members at reasonable times during working hours.

3. Processing Grievances: Time spent in processing grievances and other conferences with the Employer during working hours shall not be deducted from the pay of delegated representatives of the Association. No more than two (2) Association representatives shall be present during any such conference during working hours.

4. Time Records: Officers shall maintain records of all time expended on Association business during the normal work day. These records shall be maintained on a monthly basis and forwarded to the Police Chief within seven (7) days following the close of the month. During all steps of the grievance procedure, all officers or the Association itself shall maintain records of their regular working hours used for the processing of grievances.

5. Personnel File Inspection: An officer shall have the opportunity to examine his/her personnel file to the extent authorized under Section 103.13, Wis. Stats. A representative of the Association may also be present at such examination. Any document that pertains to an officer's job performance shall be reviewed with the officer before placement into the personnel file.

ARTICLE III - COOPERATION

The Employer and the Association agree that they will cooperate in every way possible to promote harmony, efficiency, and safety among all officers.

ARTICLE IV - GRIEVANCE PROCEDURE

1. Definition of Grievance: A grievance shall mean a dispute concerning the interpretation and/or application of this Labor Agreement. The grievance procedure shall not be used to change the wage schedule, hours of work, working conditions and fringe benefits.
2. Time Limitations: The failure of the party to file or appeal a grievance in a timely fashion as provided herein shall be deemed a settlement and waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
3. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
4. Steps in Procedure:

Step 1: Any officer who has a grievance may first discuss the matter with the Association representative. The officer, individually or with an Association representative, may discuss the grievance with his/her immediate supervisor within five (5) days after the officer knew or should have known of the cause of the grievance. They shall attempt to settle the grievance among themselves. The Association representative shall be given an opportunity to be present at said conference. The supervisor shall inform the officer and the Association within five (5) working days of his/her decision. In the event of a grievance, the grievant shall continue to perform his/her assigned tasks and grieve his/her complaint later.

Step 2: In the event the grievance is not presented or settled at Step 1, the grievant, individually or with his/her representative, shall submit a written grievance to

the Police Chief, identifying the remedy sought, the section(s) of the contract involved, and a statement of the facts relied upon by the grievant. Said written grievance shall be submitted within seven (7) calendar days of the decision in Step 1, if Step 1 was used, or within seven (7) calendar days after the officer knew or should have known of the cause of the grievance. The Police Chief shall confer with the officer in relation to the grievance and the Association representative shall be given an opportunity to be present at said conference. The Police Chief shall inform the officer and the Association of his/her decision in writing, within fourteen (14) calendar days of the conference.

Step 3: If such grievance is not settled to the satisfaction of the officer or the Grievance Committee of the Association, the grievance shall be presented in writing within seven (7) calendar days, following the decision at Step 2 to the Black River Falls City Administrator. The Black River Falls Common Council will conduct a hearing on said grievance within thirty (30) calendar days of the receipt of the written appeal. The City Administrator shall notify the grievant and the Association of the Black River Falls Common Council's decision, together with the reason(s) for the decision within seven (7) calendar days of said hearing.

5. The grievance procedure shall not apply to those matters covered by Section 62.13 of the Wisconsin Statutes.

ARTICLE V - ARBITRATION

1. Time Limit: If a satisfactory settlement is not reached in Step 3 of the grievance procedure, the Association must notify the Police Chief or his/her designee in writing within ten (10) working days that they intend to process the grievance to arbitration and must file the necessary paper work with the Wisconsin Employment Relations Commission within twenty (20) working days thereafter.
2. Method of Selection: Any grievance which cannot be settled through the above procedure may be submitted to an arbitrator to be selected as follows: Either party may request the Wisconsin Employment Relations Commission to submit a list of its staff members from which the parties will alternately strike so as to select an arbitrator.
3. Arbitration Hearing: The arbitrator shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the Employer and the Association which shall be final and binding upon both parties.

4. Costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and the fees, if any, of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees. Testimony or other participation of officers shall not be paid by the Employer. The arbitration hearing shall be conducted in the Council Chamber in City Hall. There shall be a transcript prepared for each arbitration hearing; however, the parties may mutually agree to waive a transcript.

5. Decision of the Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement.

6. Article V – Arbitration shall not apply to those matters covered by Section 62.13 of the Wisconsin Statutes.

ARTICLE VI - DURATION OF AGREEMENT

1. Duration of Agreement: The provisions of this Agreement shall become effective on January 1, 2025 and shall continue in full force and effect until December 31, 2027. Conferences and negotiations shall be carried on between the City and the Association as follows: The Association and the City shall meet by August 1, 2027 and exchange written proposals.

2. Adjustment in Time Table: This time table is subject to adjustment by mutual written agreement of the parties consistent with the progress of negotiations.

ARTICLE VII - BULLETIN BOARDS

The Employer agrees to provide bulletin board space for the Association's use for posting notices regarding Association affairs, restricted to notices of Association meetings, notices of Association elections, notices of Association appointments and results of Association elections, notices of Association recreational and social events and notices concerning bona fide Association activities such as cooperatives, credit unions and unemployment compensation information and other notices concerning Association affairs which are not political or controversial in nature. Upon written notice from the Employer, the Association shall promptly remove from such bulletin board space any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship. The Employer will retain ownership of the

bulletin board and in the event the Association fails to remove materials in violation of this Article, the Employer reserves the right to deny the Association use of such bulletin board space.

ARTICLE VIII - PROBATIONARY PERIOD - EMPLOYMENT STATUS

New officers shall be classified as probationary officers and shall have no seniority until such time, as they have accumulated one (1) year of continuous employment with the Employer as an officer. Probationary officers may be discharged by the Employer without recourse to this Agreement or to the grievance procedure. After completion of the probationary period, which shall be proof of satisfactory completion of probation, the officer shall be placed on the seniority list as of his/her date of hire.

Promotional Trial Period: Officers promoted to higher positions in the Department shall serve a promotional trial period. This period shall mean the six-month period following date of promotion during which time the promoted officer may be returned to his/her former position by decision of either the Chief or the affected officer.

In the event a higher position (i.e., Sergeant) in the Department becomes vacant and the Employer decides to fill the position, the Employer agrees to fill that position from within the Association ranks when possible. The Association agrees the Employer may use position qualifications as set forth in police department policy. Association members interested in the vacancy shall have the burden of proof to show the Employer they meet the qualifications as stated in police department policy. The Employer may create a "letter of interest" or similar form, which interested Association members shall complete and return to be considered for the vacancy. This form may include qualifications in police department policy but shall not be limited to said policy. The Employer may use testing and oral interviews as part of the selection process. In the event an Association member is selected to fill a vacancy, no other Association member shall have a grievance or recourse through this Agreement or through the grievance procedure. In the event no Association member meets the requirements of the Employer, nothing herein prevents the Employer from hiring the most qualified candidate.

ARTICLE IX - SENIORITY

1. Seniority: The Employer agrees to recognize seniority by classification in the areas of layoffs and recall from layoffs.
2. Seniority List: The Employer shall annually provide the Association President with a seniority roster by classification of all officers in the bargaining unit. The Association President shall, within thirty (30) days of receiving the seniority roster, inform the Employer of any errors

in said roster.

3. Loss of Seniority: An officer will lose his/her seniority rights for the following reasons:
 - A. Voluntary termination;
 - B. Involuntary termination;
 - C. Failure to report to work within ten (10) calendar days after being notified to do so (notice to be sent by certified, return receipt mail to last address on file), upon recall from layoff, unless unable to do so due to an illness or injury (substantiated by a doctor's statement). Such notice shall be deemed delivered when mailed by the Employer;
 - D. Failure to be recalled from layoff after a period of one (1) year from the effective date of the layoff;
 - E. Failure to report to work after three (3) successive days of unexcused absence.

ARTICLE X - WORK WEEK & WORK DAY

1. Work Week: The work week will consist of two (2) days on, three (3) days off, two (2) days on, two (2) days off, three (3) days on and two (2) days off and then repeating the cycle.
2. Patrol Division:
 - A. The Patrol Division shall pick shifts once per year by seniority. A shift sign-up list shall be posted by October 31st of each year. The sign-up shall be completed by November 30th of each year if at all possible. The Employer shall determine the shifts to be offered from the following list:
 - A – 6:00 a.m. to 6:00 p.m.
 - B – Canine Officer assigned to shifts by Chief.
 - C – 6:00 p.m. to 6:00 a.m.
 - B. Lunch Period: An officer shall be entitled to take time from his/her normal duties to eat a meal, provided that not more than thirty (30) minutes be allowed for this purpose. An officer shall continue to receive his/her regular hourly rate of pay while on such meal break. While on said meal break, an officer shall be on duty and subject to call.
3. Pay Period: Officers shall be paid on a biweekly basis with direct deposit due on Friday following the close of the pay period the previous Sunday. Said payments shall include pay for items in excess of the base wage, such as overtime, holidays, training, etc., which accrued since the last payday, it being understood that if the particular excess item accrues too near the next

payday to allow processing in payment of same, said payment shall be made upon the following payday. If said payday occurs on a Saturday, Sunday, or holiday, the payday shall be the last regular work day of the Employer preceding the normal payday.

4. Overtime: All hours worked over eighty-four (84) hours in a two week period or twelve (12) hours in one day shall be paid at time and one-half (1 ½) of the regular hourly wage.

5. Compensatory Time: No officer shall be allowed to earn and/or accumulate compensatory (comp) time in lieu of overtime pay. Comp time accumulations in place on November 2, 2015, shall be either paid out by the City or, at the officer's request, treated as vacation and used in calendar year 2016. Unused comp time as of December 31, 2016, will be paid out at that time.

6. Work Schedule: The Police Chief shall prepare and post a monthly schedule two (2) weeks in advance of the first day of said month. Such schedule shall provide for at least two (2) consecutive days off work at least four (4) times per month, and the Employer agrees to minimize the scheduling of more than three (3) consecutive days of work. Changes in the posted schedule may be made in the event of emergencies, illness, vacation and training programs.

Forty-eight (48) hours notice will be provided to the Association member for shift changes and overtime, except the forty-eight (48) hour notice shall not apply to emergencies or may be waived by the Association member. Notification shall consist of a reasonable attempt to reach the Association member at home by telephone. An emergency is defined as: an unforeseen combination of circumstances which occur within seventy-two (72) hours of and prior to a required change in the posted schedule.

Officers required to appear in court during their scheduled days off shall be compensated at time and one-half (1½) their regular rate of pay.

7. Canceled Court Appearance Pay: Off-duty officers shall receive a minimum of two (2) hour's pay for a canceled court appearance if the officer is not notified of the cancellation at least two (2) hours in advance of the scheduled appearance. Notification shall consist of a reasonable attempt to reach the officer at home by telephone.

8. Call-in Pay: Officers who are called to duty outside their regular work schedule shall receive a minimum of two (2) hours pay.

9. The Employer may use Limited Term Employee (LTE)/part-time officers or the Chief when filling vacant shifts.

ARTICLE XI - HOLIDAYS

1. **Officer's Holiday Pay:** Each officer working a regular full-time schedule of hours shall receive eight (8) hours compensation at his/her current rate of pay for the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve (all day), Christmas Day. All officers are entitled to twenty-four (24) hours personal time off per year. The hours chosen must be approved by the Police Chief.

For purposes of this Article, sick days, vacation days, or days of paid leave of absence shall be deemed work days.

2. **No Accrual:** Holidays set forth in this Article shall accrue on the above dates and no officer shall receive the benefit of any holiday before it accrues.

3. Officers who work on the above holidays shall receive time and one-half pay for all hours worked during the 24-hour period of the holiday.

ARTICLE XII - LEAVES

1. **Sick Leave:**

- A. **Annual:** Eligibility for sick leave shall begin after the completion of one (1) month of employment with the Employer. Each officer shall accumulate eight (8) hours of sick leave for each month of employment and such leave shall be accumulative to a maximum of one hundred ten (110) days, retroactive to the date of hire. Each sick day shall consist of one (1) work day.
- B. **Procedure:** Sick leave shall begin on the first day of absence and continue until the officer returns to work or has used all of his/her accumulated sick leave. Off days, vacation, or leaves of absence shall not be included in the computation of sick leave. Officers who are sick and unable to report to work shall notify or cause the Police Chief or his/her designee to be notified at least one (1) hour before the start of the regular shift or assignment. Officers shall not be eligible for sick leave in excess of the sick days actually earned.
- C. **Penalties for Abuse:** The Employer may require a doctor's statement or other evidence of proof of illness. Officers who are proven guilty of abusing sick leave benefits shall forfeit sick leave for a period of one (1) year. Additional abuses of sick leave may subject an officer to dismissal. Sick leave shall not be used in less than one-hour increments.

D. Unused Sick Leave Payout: On the effective date of this Agreement, officers covered by this Agreement who are not terminated for cause, give at least two (2) weeks' notice, and have completed at least twenty (20) years of service are eligible for payout of up to one hundred sixty (160) hours of accumulated sick leave at the regular straight time rate of pay whenever:

- (1) the officer dies; or
- (2) the officer severs active employment by virtue of electing early retirement (as defined as receiving early retirement benefits under the Wisconsin Retirement System); or
- (3) the officer severs active employment by virtue of electing normal retirement (as defined as receiving normal retirement benefits under the Wisconsin Retirement System); or
- (4) the officer is severed from employment because of a job related permanent disability; or
- (5) the officer resigns.

E. Medical Leave: An officer who exhausts his/her sick leave account and is still sick or injured may be placed on medical leave without pay until such time as he/she is able to return to work. This leave shall not exceed twelve (12) months and shall be granted only when an officer is expected to be able to return to full-time duty as an officer after such leave is completed.

This leave shall be at the discretion of the Employer. The officer shall be required to provide the Employer with medical evidence concerning his/her ability to return to full-time duty as an officer. The officer shall also be required to present medical evidence concerning his/her current inability to perform duties.

2. Funeral Leave: Except as herein provided, in the event of a death of a member of the immediate family of an officer, the officer will, on request to the Police Chief or his/her designee be granted leave not to exceed thirty-six (36) hours with pay. When such leave shall be taken shall be determined in the sole discretion of the Police Chief or his/her designee. The Police Chief reserves the right to deny such leave in the event of an emergency. For the purposes of this Article, "Immediate Family" means a spouse or domestic partner of an officer; a parent, child, sibling, including a foster sibling, brother-in-law, sister-in-law, grandparent, step grandparent, or grandchild of an officer or of an officer's spouse or domestic partner; or any other person who is related by blood, marriage, or adoption to an officer or to an officer's spouse or domestic partner

and whose close association with the officer, spouse, or domestic partner makes the person the equivalent of a family member of the officer, spouse, or domestic partner.

3. Military Leave: Officers who are members of the Officers Reserve Corps, Enlisted Reserve Corps, Naval Reserve, Marine Reserve, National Guard, State Guard, Air Force Reserve, or any other reserve component of the military or naval forces of the United States or of the State of Wisconsin, shall be granted a leave of absence, if required, to participate in summer encampment training duties. Such officers shall be paid the difference, if any, between his/her regular rate of pay and his/her military pay, for the period involved not to exceed two (2) weeks in any calendar year. In the event of a national or state emergency, such extended leave of military absence shall not exceed four (4) years. The officer shall notify the Police Chief at least thirty (30) days in advance of his/her beginning such duties for either summer encampment or national or state emergency period.

4. Other Leaves:

- A. Personal: An officer may be granted a leave of absence without pay upon the recommendation of the Police Chief for a period not to exceed one (1) year.
- B. Conferences: An officer, upon approval of the Police Chief, may be granted a leave of absence for attendance at conventions or other professional or technical meetings.
- C. Unexcused Absence: No officer shall be absent when scheduled for duty without permission from the Police Chief. After three (3) days of absence, unexplained satisfactorily to the Police Chief, the position may be declared vacant by the Police Chief.
- D. No Benefits: Except for the leave authorized in section 2, above, vacations, sick leave, and other benefits do not accrue during a leave of absence.
- E. Limitations: In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment.

ARTICLE XIII - VACATIONS

1. Vacation Benefits: Each officer shall earn annual vacation based on his/her anniversary date of employment, with pay, as follows:

- 1. It is the policy of the Employer to allow eligible officers vacation time such that they will be relieved of their obligations to report for work for a period of time each year.

During this period, the officer is to receive pay at the regular straight time rate for as many hours as the officer would regularly be employed during that time.

2. The Police Chief or his/her designee shall be given the authority to schedule and approve vacation usage by police department officers considering the needs of department and the staff required to perform the on-going departmental activities.
3. All eligible, full-time officers shall be granted vacations with pay. Vacations shall accrue on the following basis for officers hired after March 20, 2013:
 - a. 1st year – forty (40) hours
Vacation shall accrue at a rate of 1.54 hours per pay period.
 - b. 2nd year through 7th year – eighty (80) hours
Vacation shall accrue at a rate of 3.08 hours per pay period.
 - c. 8th year through 14th year – one hundred twenty (120) hours
Vacation shall accrue at a rate of 4.62 hours per pay period.
 - d. 15th year and beyond – one hundred sixty (160) hours
Vacation shall accrue at a rate of 6.16 hours per pay period.
4. Officers hired prior to March 20, 2013 will be grandfathered to their previous vacation schedule as follows:
 - a. 1st year – forty (40) hours
Vacation shall accrue at a rate of 1.54 hours per pay period.
 - b. 2nd year through 5th year – eighty (80) hours
Vacation shall accrue at a rate of 3.08 hours per pay period.
 - c. 6th year through 10th year – one hundred twenty (120) hours
Vacation shall accrue at a rate of 4.62 hours per pay period.
 - d. 11th year through 24th – one hundred sixty (160) hours
Vacation shall accrue at a rate of 6.16 hours per pay period.

e. 25th year and beyond – two hundred (200) hours

Vacation shall accrue at a rate of 7.70 hours per pay period.

5. For vacation purposes, rehired employees are considered new employees.
6. Vacations must be requested and approved in advance by the Police Chief.
7. Vacations must be used and taken at the convenience of the Employer.
8. Officers terminating voluntarily or involuntarily will receive all prorated vacation credit earned as of the date of voluntary or involuntary termination. All earned vacation of officers who die while employed by the Employer shall be paid to the spouse, person designated by the officer or the estate of said officer.
9. Exceptions to this policy may be made on a case-by-case basis by approval of the Chief of Police.
10. Employees may carryover up to a maximum of one hundred twenty (120) vacation hours at their hiring anniversary date. Any hours in excess of the 120 hour maximum will be removed from the employee's balance and there will be no compensation for these unused hours.
11. Employees terminated voluntarily or involuntarily will receive all vacation credit earned as of the date of resignation or termination.
12. All earned vacation of employees who die while employed by the Employer shall be paid to the spouse or estate of said employee.

2. Vacation Week Defined: One (1) week vacation shall consist of the number of days of a normal work week. A normal work week shall consist of five (5) working days. Holidays and off days shall not be considered as part of vacation. Should they occur during an officer's vacation, he/she will be granted credit for the same.

3. Scheduling: The number of officers on vacation at any period shall be determined by the Police Chief. Choice of vacation time shall be requested in writing at least thirty (30) days in advance of the commencement of the vacation. Each officer shall post his/her vacation request on the Association bulletin board and within ten (10) days thereof an officer of greater seniority may claim part or all of the vacation time requested and the less senior officer shall elect a different vacation period. An officer entitled to more than two (2) weeks vacation may take more than two (2) weeks vacation at one time upon sixty (60) days advance notice to the Police Chief

who shall approve such request when such request does not interfere with the departmental program. Exceptions to time limits may be granted upon approval and in the sole discretion of the Police Chief or his/her designee.

5. Unused Vacation at Termination of Employment: Any unused vacation at the termination of employment of an officer shall be paid to said officer at the regular rate of pay.

ARTICLE XIV - WORKER'S COMPENSATION

Any officer who is injured during the course of duties or suffers from illness caused by his/her work, becomes eligible for hospitalization, surgical and medical attention under the provisions of the Worker's Compensation Act of the State of Wisconsin. Any job-connected injury must be reported immediately. In addition to payments provided in the Worker's Compensation Act, the officer may elect to have the Employer pay the difference between these checks and an officer's normal salary, and upon notice to the Employer of such election, said difference shall be paid until the officer's sick leave balance is exhausted.

ARTICLE XV - SPECIAL ASSIGNMENTS

When off duty and requested to do so by the Employer, officers participating in training sessions, subpoenaed to be a witness, participating in parades or other special assignments of the department shall be paid according to this Agreement. However, if an officer receives any other compensation for these services (such as a witness fee), such amount shall be immediately turned over to the Employer.

ARTICLE XVI - HEALTH AND DENTAL INSURANCE

1. On the effective date of this Agreement, the Employer agrees to provide health insurance and the Employer shall pay 95% and the employee 5% of the premium.
2. The Employer shall maintain a Section 125 Plan for those members of the bargaining unit wishing to voluntarily participate.

ARTICLE XVII - LIFE, GROUP ACCIDENT & SICKNESS INSURANCE

1. Life Insurance: The Employer agrees to continue to participate in the Wisconsin Employee Group Life Insurance program. The Employer agrees to deduct from the wages of each officer electing to participate in this program the amount certified by the Wisconsin Group Insurance Board as the required premium.

ARTICLE XVIII - RETIREMENT

All eligible officers shall be included under the Wisconsin Retirement System. The officer's contribution shall be paid by the officer except that the Employer agrees to contribute to each officer's monthly payment the amount described below.

Beginning January 1, 2016, each officer shall contribute 4% of his/her gross wages to the Wisconsin Retirement System (WRS) and the Employer shall contribute the balance of the required contribution percentage for the protective services with Social Security classification as determined by the WRS. Beginning January 1, 2017, each officer shall contribute 5% of his/her gross wages to the Wisconsin Retirement System (WRS) and the Employer shall contribute the balance of the required contribution percentage for the protective services with Social Security classification as determined by the WRS. Beginning January 1, 2018, each officer shall contribute the same percentage of his/her gross wages to the Wisconsin Retirement System (WRS) as general employees pay and the Employer shall contribute the balance of the required contribution percentage for the protective services with Social Security classification as determined by the WRS.

ARTICLE XIX - UNIFORM ALLOWANCE

1. The Employer shall reimburse each officer up to five-hundred and twenty-five dollars (\$525.00) per year for uniforms. The officer is responsible for presenting a receipt for purchased uniform items to the City Administrator for reimbursement or the officer may choose to have uniform purchases billed directly to the City of Black River Falls and the purchase amount will be deducted from the officer's annual uniform allowance. The officer will be responsible for any dollar amount that exceeds the officer's available uniform allowance at the time of purchase. The Police Chief shall approve the type of uniforms purchased. Unused uniform allowance may only be carried if the Chief of Police approves the carryover for the purpose of purchasing a ballistic vest. In the event of voluntary or involuntary termination of employment, the Employer shall not pay out any unused uniform allowance balance.
2. Upon successful completion of their probationary period, new officers shall receive a prorated portion of such uniform allowance, calculated from their date of hire to the end of the current year.

3. In the event a recruit fails to satisfactorily complete probation, the uniforms shall be returned to the Employer. In the event a recruit does not return his/her uniform, the cost of the articles not returned shall be deducted from his/her final paycheck.
4. The Employer shall provide the following duty paraphernalia to each officer: two (2) uniform shirts, two (2) uniform pants, shirt badge, coat badge, summer hat and badge, winter hat and badge, wallet badge with I.D. case, gun belt, holster, handcuff case with handcuffs and key, key holder, belt keepers, pepper spray and holster, collapsible baton, collapsible baton holder, two high capacity magazines, magazine pouches, on duty service weapon, flashlight holder, set collar insignia, whistle and chain, necktie bar or tack, raincoat with hood, compliant high visible traffic safety vest.
5. Reimbursement for repair or replacement of the above items damaged or destroyed in the course of employment will be provided when proof is presented that; the items were damaged or destroyed by a third party and there was no apparent negligence on the part of the officer.
6. Items listed above are property of the Employer and upon officers termination must be returned to the Employer if issued by the Employer.
7. The Employer agrees that it will offer any new officer a properly fitted bullet resistant vest. If an officer accepts a vest the officer must wear it. Officers are responsible for vest replacement and may use their uniform allowance to offset the cost. The Employer will make every effort to obtain the best possible price on vests.
8. In the event an officer has personal items damaged during the course of his duties the following will be the allowable cost reimbursements.
 - a. Eye Glasses: Value of replacement up to \$200.00.
 - b. Watches: Maximum value of \$60.00 repaired or replaced, on a ten-year depreciation schedule.
 - c. Clothing: If not repairable, 75% of replacement cost or 100% if purchased within 30 days prior to the date damaged as evidenced by a dated itemized receipt of purchase.
 - d. Other items: repair or replacement costs less standard depreciation.
 - e. The employer is not responsible for reimbursements if an officer receives reimbursement from insurance or pursuant to a court order. In such cases the officer will reimburse the employer.
 - f. The Employer agrees to use its resources to obtain restitution to make Officers whole in the event Officer's personal items or uniform items are damaged in the performance of their duties.

ARTICLE XX - WAGES

Effective January 1, 2025 through December 31, 2027, Officers shall be paid the wages set forth in Appendix "A" of this Agreement.

ARTICLE XXI - NO STRIKE AGREEMENT

1. **Strike Prohibited:** Neither the Association nor any officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement.
2. **Association Action:** Upon notification by the Employer to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately in writing order such members to return to work, provide the Employer with a copy of such an order, and a responsible official of the Association shall cooperate with local news media in publicly ordering the members to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to have a responsible official appear in the City and urge the members to return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.
3. **Penalties:**
 - A. **Discipline:** Any or all the officers who violate any of the provisions of this section may be discharged or disciplined by the Employer, including the loss of compensation and the forfeiture of seniority, vacation benefits and holiday pay which would have accrued during the time of the acts described in section 1 of this Article. In any court proceeding involving breach of this provision, the sole question for the court to determine is whether the officer engaged in the prohibited practice.
 - B. **Damages:** The Employer, at its election may seek payment of any liquidated damages owed under this provision in state suit proceedings.
 - C. **Other Remedies:** In addition to penalties provided herein, the Employer may enforce any other legal rights and remedies which by law it is entitled.

ARTICLE XXII - SAVINGS CLAUSE

If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

ARTICLE XXIII - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Employer and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

If a law is changed that makes a change in this contract necessary, the parties may negotiate with respect to such change.

ARTICLE XXIV - BILL OF RIGHTS

The parties to this Collective Bargaining Agreement hereby adopt and incorporate the rights granted to law enforcement officers under Chapters 62 and 164 of the Wisconsin State Statutes.

Dated this _____ day of _____, 2025.

CITY OF BLACK RIVER FALLS

BLACK RIVER FALLS PROFESSIONAL
POLICE ASSOCIATION

Jay Eddy, Mayor

Ethan Shaffer, President

Alex B. Chown, City Clerk

Aaron Bembnister, Business Agent
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 662

Gary Ammann, Bargaining Member

Mike Rave, Bargaining Member

APPENDIX “A”

WAGES - Officers with more than 12 months service:

<u>Patrol Division:</u>	<u>Hourly Salary</u>				
	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>7/1/2026</u>	<u>1/1/2027</u>	<u>7/1/2027</u>
Patrol Officer					
Start (80% of Maximum rate)	\$23.54	\$24.34	\$24.94	\$25.54	\$26.14
6 Months (85% of Maximum rate)	\$25.01	\$25.86	\$26.49	\$27.13	\$27.77
1 Year (90% of Maximum rate)	\$26.48	\$27.38	\$28.05	\$28.73	\$29.40
18 Months (95% of Maximum rate)	\$27.95	\$28.90	\$29.61	\$30.32	\$31.04
Maximum	\$29.42	\$30.42	\$31.17	\$31.92	\$32.67

The City reserves the right to place new hires on the grid.

The Field Training Officers will receive an additional \$1.00 per hour during periods of approved Department training as determined by the Chief of Police/Criminal Investigator.

Educational Incentive Benefits: The Employer shall pay an extra 25¢ per hour premium pay for additional qualifications, after one year of full-time service with the Employer.

The education incentive benefit shall be paid only for a Bachelor's Degree or higher in Police Science or other field directly related to Law Enforcement from an accredited educational institution.

K-9 Handler: The compensation for the Patrol Officer duly appointed by the Chief of Police as the Department's Canine Handler for “at-home care” of the police department canine be as follows:

- Compensation of \$10 per hour for the “at-home care” of the police department canine. “At-home care” includes time spent grooming, cleaning, exercising, cleaning the canine's living area, feeding, watering and training.
- The compensation will be at time and one half (overtime) of \$10 per hour to equal \$15 per hour.
- The officer will be compensated for one half (1/2) hour per day for the “at-home care”.
- The officer will be reimbursed for 14 days each pay period.

This compensation equates to:

$$\$7.50 \times 365 = \$2,737.50 \text{ per year}$$

The canine handler agrees that this compensation meets the City of Black River Falls requirements to compensate the canine handler for “at-home care” of the department canine.

The Black River Falls Professional Police Association agrees that the canine handler compensation, is compensation for the “at-home care” of the department owned canine only and not compensation for other union officers. The union agrees that this agreement does not set precedents for other union officers to receive the same or similar compensation.

ATTORNEYS:
MARK A. RADCLIFFE
CHRISTIAN D. FOX

P.O. BOX 789
107 MAIN STREET
BLACK RIVER FALLS, WI 54615

February 4, 2025

To: **Brad Chown**

Re: **Room Tax Increase**

Dear Brad:

You asked me to provide you with the steps needed to increase the room tax from seven percent (7%) to eight percent (8%).

- 1) First, there needs to be an updated ***Intergovernmental Agreement*** ("IA") between the City and the Town of Brockway wherein the muni's agree to take actions necessary, including updating ordinances, to raise the room tax from seven percent (7%) to eight percent (8%). This would be a simple document, and it could include language that removes it from any Boundary Agreement and makes it a stand-alone agreement.
- 2) Second, if an IA is reached, then both municipalities would need to update their ordinances. BRF would need to update the following ordinance sections:

§3.11(2) TAX IMPOSED. Pursuant to Section 66.75, Wisconsin Statutes, a tax is hereby imposed on the privilege and service of furnishing at retail, rooms or lodging to transients by hotel keepers, motel operators, bed & breakfast operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at a rate of **seven percent (7%)** of the gross receipts from such retail furnishings of rooms or lodging. Such tax shall not be subject to the selective sales tax imposed by Section 77.52, Wisconsin Statutes. The proceeds of such tax shall be remitted quarterly to the respective municipal Treasurer.

-and-

§13.11(5)(B)....which also refers to **seven percent (7%)**.

Sincerely,

M.R.

Mark A. Radcliffe
Attorney at Law