



Mineral Point, Wisconsin

CITY OF MINERAL POINT

137 HIGH STREET, SUITE 1
MINERAL POINT, WI 53565
608-987-2361

AGENDA

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, December 9, 2025, 6:00 PM

City Hall Community Room/Virtually

****ALL AGENDA ITEMS LISTED MAY HAVE ACTION TAKEN****

- 1. Call to Order. Roll Call. Confirmation of Compliance with the Open Meetings Law.**
- 2. Pledge of Allegiance.**
- 3. Persons Desiring to be Heard** – Five-minute limit except by consent of Council; no action will be taken on any item that is not specifically listed on the agenda.’
- 4. Mayor’s Correspondence.**
- 5. Administrator’s Report.**
- 6. Clerk-Treasurer’s Correspondence.**
- 7. Consent Agenda.**
 - a. Approval of Minutes and Proceedings from the November 11, 2025, meeting.
 - b. Approval of monthly bills. *Finance Committee’s recommendation to be reported at the Council meeting.*
 - c. Appointment of 2026 – 2027 Election Workers. *Clerk Skelding Recommends.*
- 8. New Business.**
 - a. Presentation of Draft 2026-2030 Strategic Plan – *Troy Maggied, SWWRPC.*
 - b. Consideration of Pay Application #2 (Final), Change Order #1, and certificate of substantial completion from G-Pro Excavating, LLC for 9th Street and Fair Street Lift Station Improvements. *Finance Committee’s recommendation to be reported at the Council meeting.*
 - c. Consideration of Brewery Creek 1st Addition Engineering Contract. – *Bart Nies and Mark Digman, Delta 3 Engineering.*
 - d. Update on Commerce ST.- STH 23/39 Project in 2028/2029. – *Bart Nies and Mark Digman, Delta 3 Engineering.*
 - e. Consideration of plans, specifications, and estimates for the reconstruction of South and Commerce Streets, and the authorization of Delta 3 to solicit bids. – *Bart Nies and Mark Digman, Delta 3 Engineering. Streets Committee, Water/Sewer Committee, and Finance Committee recommendations to be reported at the meeting.*
 - f. Acceptance of 2026 Financial Management Plan. *Finance Committee recommendations to be reported at the meeting*
 - g. Consideration of hiring Dylan Kroll as a part-time Streets Worker for winter assistance.
 - h. Consideration of Police Chief’s 2026 Employment Contract renewal, for a term of January 1, 2026 – December 31, 2026. *Personnel Committee recommendation to be reported at Council meeting.*
 - i. Consideration of employee wage increases for 2026—*Personnel and Finance Committee recommendation to be reported at Council meeting.*
 - j. Approval of a contract for Fire Protection Services for 2026 with the Mineral Point Fire Department, Inc. *Finance Committee recommendation to be reported at Council meeting.*
 - k. Approval of a contract with Iowa County Human Society for 2026 Stray and Abandoned Dog Services.
 - l. Consideration of Offers to Purchase and Development Agreements for parcel sales in the Brewery Creek Subdivision.
- 9. Adjourn.**

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

City Clerk-Treasurer | Christy Skelding | cityclerk@cityofmineralpointwi.gov



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[Join the meeting now](#), Meeting ID: 266 843 860 405 7, Passcode: FP6Sq9PC

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Agenda Posted and Distributed: Friday, December 5, 2025.

Reasonable accommodations for participation in this meeting by persons with disabilities, as defined by the Americans with Disabilities Act, will be made upon request and if feasible. Please contact the City Clerk's office (608-987-2361) at least 24 hours before the scheduled meeting so that necessary accommodations can be provided.

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

City Clerk-Treasurer | Christy Skelding | cityclerk@cityofmineralpointwi.gov

MINUTES

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, November 11, 2025 – 6:00 PM

City Hall Community Room/Virtually

CALL TO ORDER/ROLL CALL

Meeting called to order by Mayor Clark at 6:00 PM.

Christensen	Present		Graber	Present
Weier	Absent		Burrows	Present
McKeon	Present		Allendorf	Present
Ramshur	Present		Goodney	Present
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Mary Glindinning, Jeff Meyer, Police Chief Bob Weier, Street Foreman Chad Whitford, Matthew Payne, Mark Digman, Fire Chief Deven Walrack				

PERSONS DESIRING TO BE HEARD

Matthew Payne – 324 Dodge Street: Stated that he is genuinely pleased how this Council works to maintain and improve things in the City. He supports the pay increase proposed for Alderpersons. The increase does not reflect the true scale of Alderpersons work. He expresses his gratitude to the Alders for their time and commitment.

PUBLIC HEARING – REGARDING THE PROPOSED CITY OF MINERAL POINT 2026 OPERATING BUDGET.

Motion (McKeon/Burrows) to open the public hearing at 6:02 p.m. Motion carried, all voting aye (7-0).

No public comment made.

Motion (Burrows/Christensen) to close the public hearing at 6:03 p.m. Motion carried, all voting aye (7-0).

MAYOR'S CORRESPONDENCE – Mayor Clark congratulated all of the local sports teams for their success this year.

ADMINISTRATOR'S REPORT – Honer stated that next month could be a longer meeting with additional items in the works.

CLERK-TREASURER'S CORRESPONDENCE – Skelding stated that tax season is upon us and the Clerk's office is ramping up work for taxes.

CONSENT AGENDA

- a. Approval of October 14, 2025 Minutes and Proceedings.
- b. Approval of monthly bills.

The Finance Committee recommends approval.

Motion (McKeon/Ramshur) to approve the consent agenda as presented. Motion carried, all voting aye (7-0).

NEW BUSINESS

APPROVAL OF MINERAL POINT CHAMBER OF COMMERCE'S SPECIAL EVENT PERMIT TO CLOSE THE 100 AND 200 BLOCK OF HIGH STREET DURING CANDLELIGHT SHOPPING FIREWORKS ON DECEMBER 6, 2025.

This is an annual event for the city. The Chamber is looking for volunteers to help release traffic once the street re-opens after the fireworks.

Motion (Christensen/Goodney) to approve the Mineral Point Chamber of Commerce's Special Event Permit

to close the 100 and 200 block of High Street during candlelight shopping fireworks on December 6, 2025. Motion carried, all voting aye (7-0).

CONSIDERATION OF PAY APPLICATION #5 (FINAL) AND CHANGE ORDER #1 FROM JI CONSTRUCTION FOR DAVIS, WASHINGTON, AND N. WISCONSIN ST. RECONSTRUCTION.

The Finance Committee recommends approval. The project came in under budget. As of the final walk-through, there were a handful of items left to complete. Most all of those items have now been completed.

Motion (Graber/Goodney) to approve Pay Application #5 and Change Order #1 from JI Construction for Davis, Washington, and N. Wisconsin Streets reconstruction, contingent upon the contractor providing final lien waivers to Delta 3 Engineering. Motion carried, all voting aye (7-0).

CONSIDERATION OF ALDERPERSON PAY ADJUSTMENT EFFECTIVE APRIL 2027.

The last pay increase for City Council took place in 2009. The proposed wage adjustment brings the Council pay in line with the pay in other municipalities.

Personnel and Finance Committees recommend approval.

Motion (Ramshur/Burrows) to approve an Alderperson pay adjustment effective April, 2027. Motion carried by roll call, all voting aye (7-0).

CONSIDERATION OF A HISTORIC PRESERVATION CONSERVATION EASEMENT FOR THE MINERAL POINT OPERA HOUSE.

The Mineral Point Opera House Inc was successful in securing a \$100,000 grant for exterior renovations to the Opera House building. A condition of that grant is the City provide a 10-year Historic Preservation/ Conservation Easement. This easement is in place for 10 years.

The Property committee recommends approval.

Motion (Ramshur/McKeon) to approve a Historic Preservation Conservation easement for the Mineral Point Opera House. Motion carried, all voting aye (7-0).

CONSIDERATION CITY HALL AND LIBRARY CONTROLS UPGRADE.

The City Hall and Library HVAC controls are functionally obsolete. As they fail, the replacement hardware cannot be found. The company that installed these controls has gone out of business.

Honer sent quotes from EMC, Complete Controls, and TRAIN for work to upgrade the City Hall and Library HVAC system, with EMC being the low bidder. If the city renews the current subscription with Complete Controls, cost is approximately \$5,000. The city is currently working with Complete Controls, but would like to look at working with EMC.

The Property and Finance committees recommend approval.

Motion (Christensen/McKeon) to approve the City Hall and Library controls upgrade with EMC. Motion carried, all voting aye (7-0).

APPROVAL OF RESOLUTION NO. 2025-21, ADOPTING THE 2026 OPERATING BUDGET AND ESTABLISHING THE PROPERTY TAX LEVY.

There have been a few modifications since the last Finance meeting. A line item was created for maintenance of the city-owned fire truck. The other item was that the allowable levy increase from the state was actually 2.804%. We calculated 2.8%. Due to this, we were able to add an additional \$1,200 to the levy.

Finance Committee recommends approval.

Motion (Christensen/Goodney) to approve Resolution No. 2025-21, adopting the 2026 operating budget and establishing the property tax levy. Motion carried by roll call, all voting aye (7-0).

APPROVAL OF RESOLUTION NO. 2025-22, ADOPTING THE CITY OF MINERAL POINT 2026 FEE SCHEDULE.

Modifications this year were minimal. Honer is recommending implementing a “New Business Conditional Use Permit” application fee of \$100.

Changes to the pool fees will be implemented. The day pass will be \$5 at any time during the day. The non-resident family pass, individual resident, and non-resident pass will increase. A non-resident swim lesson fee will be implemented, increasing private swim lesson fee, and increasing the swim team registration fee.

The Finance Committee recommends approval.

Motion (Burrows/Goodney) to approve Resolution No. 2025-22, adopting the City of Mineral Point 2026 Fee Schedule. Motion carried, all voting aye (7-0).

ADJOURNMENT

Motion (McKeon/Graber) to adjourn at 6:23 p.m. Motion carried, all voting aye (7-0).

Matthew Honer, City Administrator

Approved: December 9, 2025

PROCEEDINGS

CITY OF MINERAL POINT COMMON COUNCIL MEETING

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Matthew Honer, City Administrator

Approved: December 9, 2025

Council Check Report
Tuesday, December 9, 2025

	Regular	Manual	Pay Apps	Total
Pooled Cash - General	165,694.84	37,279.44		202,974.28
Pooled Cash - Library	4,547.38	3,874.29		8,421.67
Pooled Cash - Debt Service				-
Pooled Cash- Outlay Fund				-
Pooled Cash - Capital Projects	7,917.00	384.99		8,301.99
Pooled Cash - Water	16,890.26	1,765.68		18,655.94
Pooled Cash - Sewer	6,875.90	8,305.88		15,181.78
Pooled Cash-TID #2	17,510.50			17,510.50
Pooled Cash- ARPA	10,508.55			10,508.55
Pooled Cash- Revolving Loan Fund				-
Sewer Loan Checking	10,717.05			10,717.05
MP Summer Rec				-
DARE Program				-
Total	\$ 240,661.48	\$ 51,610.28	\$ -	\$ 292,271.76

Finance Committee Approval

Keith Burrows

Chris Goodney

Mike Christensen

Alternate

*WEDC Grant to Staple & Fancy issued after receipt of the funds from WEDC.

2026-2027 Election Inspectors to be Appointed

- Brad Argall
- Terri Dolphin
- Alice Fischer
- Shari Fisher
- Liz Galle
- Lynn Goninen
- Chris Heins
- Jill Hughes
- Renee Konczak
- Judy Kroll
- Nancy Marr
- Kay Schaaf
- Linda Schaaf
- Susan Schroeder
- Carole Spelic
- Shan Thomas
- Maggie Tucker
- Jessie Van Overmeer
- Marcia Wagner
- Diann Wenger
- Sue Winter

Date of Issuance: December 9, 2025
 Owner: City of Mineral Point
 Contractor: G-Pro Excavating, LLC
 Engineer: Delta 3 Engineering, Inc.
 Project: Lift Station Improvements

Effective Date: December 9, 2025
 Owner's Contract No.: 1
 Contractor's Project No.:
 Engineer's Project No.: D21-123
 Contract Name: Contract #1 - Lift Station Construction

The Contract is modified as follows upon execution of this Change Order:

Description:

A) Rock Excavation (11.8 C.Y. at \$80.00/C.Y.)	=	\$ 944.00
B) Additional time and material required to install the new 1.5" force main pipe through the existing 4" force main pipe.	=	\$2,250.00
TOTAL	=	\$ 3,194.00

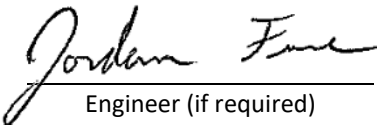
Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 111,511.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
{Increase} {Decrease} from previously approved Change Orders No. ____ to No. ____: \$ 0.00	{Increase} {Decrease} from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price prior to this Change Order: \$ 111,511.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ 3,194.00	{Increase} {Decrease} of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 114,705.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

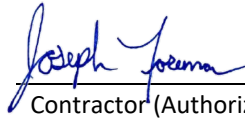
ACCEPTED:

By: 

 Engineer (if required)
 Title: Project Engineer
 Date: 12-1-2025

By: _____

 Owner (Authorized Signature)
 Title: _____
 Date: _____

By: 

 Contractor (Authorized Signature)
 Title: Authorized Agent
 Date: 12/3/2025

00620 - Contractor's Application for Payment No.

2-FINAL

Application Period: August 1, 2025 - November 30, 2025		Application Date: December 9, 2025
To (Owner): City of Mineral Point	From (Contractor): G-Pro Excavating, LLC	Via (Engineer): Jordan Fure, P.E.
Project: Lift Station Improvements	Contract: #1 - Lift Station Construction	
Owner's Contract No.: 1	Contractor's Project No.:	Engineer's Project No.: D21-123

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$3,194.00	
TOTALS	\$3,194.00	
NET CHANGE BY CHANGE ORDERS	\$3,194.00	

1. ORIGINAL CONTRACT PRICE.....	\$	111,511.00
2. Net change by Change Orders.....	\$	\$3,194.00
3. Current Contract Price (Line 1 ± 2).....	\$	114,705.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	114,705.00
5. RETAINAGE:		
a. X Work Completed.....	\$	- 0 -
b. X Stored Material.....	\$	- 0 -
c. Total Retainage (Line 5.a + Line 5.b).....	\$	- 0 -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	114,705.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	103,987.95
8. AMOUNT DUE THIS APPLICATION.....	\$	10,717.05
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	- 0 -

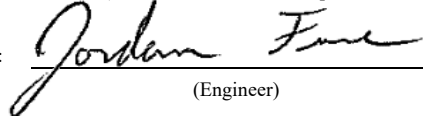
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: **12/3/2025**

Payment of: **\$ 10,717.05**
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  **12/1/2025**
 (Engineer) (Date)

Payment of: **\$ 10,717.05**
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Progress Estimate

Contractor's Application

For (Contract):				#1 - Lift Station Construction			Application Number: 2-FINAL		
Application Period:				August 1, 2025 - November 30, 2025			Application Date: December 9, 2025		
A				B	C	D	E	F	
Item		Estimated Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)
Bid Item No.	Description								
1	Mobilization, Bonds, and Insurance as specified and indicated.	1 L.S.	Lump Sum	\$10,600.00	1 L.S.	\$10,600.00		\$10,600.00	100%
2	Implementation of Erosion Control as specified and indicated.	1 L.S.	Lump Sum	\$1,500.00	1 L.S.	\$1,500.00		\$1,500.00	100%
3	Clearing and Grubbing as specified and indicated.	1 L.S.	Lump Sum	\$2,500.00	1 L.S.	\$2,500.00		\$2,500.00	100%
4	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	38 L.F.	\$ 92.00	\$3,496.00	38 L.F.	\$3,496.00		\$3,496.00	100%
5	1.5" Polyethylene Sanitary Sewer Forcemain installed as specified and indicated.	182 L.F.	\$ 20.00	\$3,640.00	182 L.F.	\$3,640.00		\$3,640.00	100%
6	Sanitary Sewer Manhole Chimney Rehabilitation as specified and indicated.	1 L.S.	Lump Sum	\$700.00	1 L.S.	\$700.00		\$700.00	100%
7	Connection to Existing Sanitary Sewer as specified and indicated.	2 Each	\$ 1,000.00	\$2,000.00	2 Each	\$2,000.00		\$2,000.00	100%
8	Abandon Existing Lift Station as specified and indicated.	1 L.S.	Lump Sum	\$6,000.00	1 L.S.	\$6,000.00		\$6,000.00	100%
9	Fair Street Duplex Lift Station installed as specified and indicated.	1 L.S.	Lump Sum	\$39,850.00	1 L.S.	\$39,850.00		\$39,850.00	100%
10	Remove existing yard hydrant and abandon water service at water main as specified and indicated.	1 L.S.	Lump Sum	\$500.00	1 L.S.	\$500.00		\$500.00	100%
11	9th Street Duplex Lift Station Rehabilitation as specified and indicated.	1 L.S.	Lump Sum	\$39,375.00	1 L.S.	\$39,375.00		\$39,375.00	100%
12	Landscaping (200 S.Y.) installed as specified and indicated.	1 L.S.	Lump Sum	\$1,350.00	1 L.S.	\$1,350.00		\$1,350.00	100%
Total - Contract #1 =				\$111,511.00		\$111,511.00		\$111,511.00	
Change Order									
	Item A and B					\$3,194.00		\$3,194.00	
TOTAL - Contract #1 w/ Change Order =				\$111,511.00		\$114,705.00		\$114,705.00	

00625 - CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Mineral Point	Owner's Contract No.:	1
Contractor:	G-Pro Excavating, LLC	Contractor's Project No.:	
Engineer:	Delta 3 Engineering, Inc.	Engineer's Project No.:	D21-123
Project:	Lift Station Improvements	Contract Name:	Contract #1 – Lift Station Construction

This ~~[preliminary]~~ [final] Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

July 10, 2025

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:

☒ None
☐ As follows

Amendments to Contractor's responsibilities:

☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:

RECEIVED:

RECEIVED:

By: Jordan Fune
(Authorized Signature)

By: _____
Owner (Authorized Signature)

By: Joseph Jorana
Contractor (Auth. Signature)

Title: Environmental Engineer

Title: _____

Title: Authorized Agent

Date: 12/1/2025

Date: _____

Date: 12/3/2025



▶ Platteville, Wisconsin
▶ Dubuque, Iowa

P 608.348.5355
P 563.542.9005

E mail@delta3eng.biz
W www.delta3eng.biz

ENGINEERING SERVICES CONTRACT

Owner: City of Mineral Point
Address: 137 High Street
Suite 1
Mineral Point, WI 53565

Effective Date: May 1, 2024

Project Name: **Proposed Brewery Creek Subdivision – 1st Addition**

This Agreement is made between Delta 3 Engineering, Inc. ("Delta 3") and the City of Mineral Point ("Owner") for engineering services on the above-referenced project (the "Project").

1. **Intellectual Property.** In accepting and utilizing any drawings, specifications, reports and data in any form, including print and/or electronic media generated and provided by Delta 3, Owner agrees that all such print and/or electronic files are instruments of service of Delta 3, who shall be deemed the author, and shall retain all common law, statutory law, and other rights to such materials, including ownership of copyright, except as provided herein.

Under no circumstances shall delivery of any drawings, specifications, reports or data for use by Owner be deemed a sale by Delta 3, and Delta 3 makes no warranties, either express or implied, of merchantability and fitness for any **purpose other than for this Project**. The drawings, reports and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all fees and costs due to Delta 3 upon completion of the Project or termination of this Agreement, whichever be the case. Owner shall not reuse or make or permit any derivative works to be made from the drawings, reports and specifications without the prior written authorization of Delta 3 or as otherwise required by law. Owner agrees to waive any claim against Delta 3 arising from any unauthorized transfer, reuse or preparation of derivative works from drawings, reports and specifications and to indemnify and hold harmless Delta 3 for any such unauthorized transfer, reuse, or preparation of derivative works from the drawings, reports and specifications.

2. **Project Description.** The Project will generally include development of Brewery Creek Subdivision – 1st Addition ("Subdivision") to be located north of **Antoine Street**, east of **Shake Rag Street**, and south of **Brewery Creek** on the previously owned Goodweiler Property. The proposed Subdivision will be platted, zoned, and developed for Residential use. Mass grading, rock excavation, site preparation, and erosion control installation will be conducted. A sanitary sewer collection system will be installed and connected to the existing sanitary sewer system on Antoine Street, and a water distribution system will be installed and connected to the existing water systems on Antoine Street and Shake Rag Street. A storm sewer collection system and two (2) storm water management facilities will be installed to incorporate the drainage area under construction and existing drainage areas adjacent to the Project site. In addition, a storm sewer collection system will be installed from the west side of **Antoine Street** adjacent to the McKinney Property through the John Ford Property to approximately the existing drainage swale located in the eastern portion of the Ford Property. Complete street construction is planned on **Brewery View Drive**, **Hillcrest Drive**, and **Townline Court**. The street sections will include geogrid, breaker run, crushed aggregate base course, curb and gutter, street lighting, and hot mix asphalt pavement. All yard areas disturbed due to construction will be restored and landscaping performed. Preliminary and final layout and design and bidding for the above improvements is planned to be completed in 2025, with construction work occurring in 2026.

3. **Scope of Services.** Delta 3 Engineering will provide the Professional Engineering Services necessary for the Proposed Brewery Creek Subdivision – 1st Addition Project to occur generally north of **Antoine Street**, east of **Shake Rag Street**, and south of **Brewery Creek** in the City of Mineral

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Point. The complete Scope of Services which Delta 3 Engineering will provide to the Owner is identified in **Attachment #1 – Professional/Technical Services and Fees**.

4. **Services Not Covered By This Agreement.** Revisions due to changes in the scope, budget, or quality of the Project; services that Delta 3 could **not** reasonably anticipate, and therefore did not include in the engineering fees or the scope of services in **Attachment #1**. Delta 3 will inform the Owner, in writing, when any extra services are necessary. The Owner will give Delta 3 prompt written notice if it **does** want Delta 3 to perform the extra services. Delta 3 will be paid additional fees for these extra services at rates consistent with other services provided for the Project.

5. **Opinions of Cost.** Opinions of Probable Construction Cost are to be made on the basis of Delta 3's experience and qualifications and represent Delta 3's best judgement as an experienced and qualified professional generally familiar with the construction industry. However, because Delta 3 has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Delta 3 cannot, and does not, guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by Delta 3.

6. **Means and Methods.** Delta 3 shall not at any time supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequence, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

7. **Professional/Technical Services Fee.** The engineering fees and associated costs for the Project will be **\$ 354,000.00**. (Please see **Attachment #1**.)

8. **Project Schedule.** Delta 3 will work cooperatively with the Owner to complete its engineering services within the Owner's projected schedule.

9. **Payment.** Delta 3 will send monthly invoices to the Owner. The Owner agrees to pay fees as invoiced within 30 days and agrees to pay an additional 1.5% fee on any outstanding balance due past 30 days.

10. **Entire Agreement.** This Agreement supersedes any and all agreements previously made between Delta 3 and the Owner relating to the Project and there are no understandings or agreements other than those incorporated in this Agreement.

11. **Changes to This Agreement.** This Agreement may only be modified by written mutual consent of both the Owner and Delta 3.

12. **Termination.** Either party may terminate this Agreement with written notice. In the event of termination, suspension, or abandonment of the Project, Delta 3 shall be compensated (at contracted hourly rates) for all engineering services performed and associated costs incurred up to that time.

13. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless Delta 3 and its officers, directors, members, partners, agent, employees, and Consultants from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of the Project. Owner's indemnification

and defense obligations under this paragraph shall not apply if Delta 3 is adjudicated, by a court of competent jurisdiction, negligent or reckless in performing the Professional Engineering Services for the Project.

14. **Waiver of Consequential Damages.** To the fullest extent permitted by law, Owner and Delta 3 waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for, or entitlement to, special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. **Limitation of Liability.** The Owner agrees to limit Delta 3's total liability to the Owner, Consultants, Contractors, and Subcontractors on the Project, due to Delta 3's professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of Delta 3 to anyone shall not exceed the total fee for services rendered under this Agreement.

16. **Dispute Resolution—Arbitration.** All disagreements and disputes between Owner and Delta 3, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the then current rules of the American Arbitration Association. A single arbitrator engaged in the practice of law shall conduct the arbitration. The arbitrator's decision and award shall be final and binding. Owner and Delta 3 shall share equally the costs of the arbitration and each shall pay their respective attorneys' fees and expenses associated with any arbitration. Judgment upon the award may be entered in any Wisconsin state or federal court having jurisdiction.

17. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the internal law of the State of Wisconsin.

18. **Publicity.** Owner agrees that Delta 3 may state publicly, in advertising or otherwise, that Owner is a client of Delta 3.

Services authorized by:

OWNER

Printed Name: Danny Clark

Title: Mayor

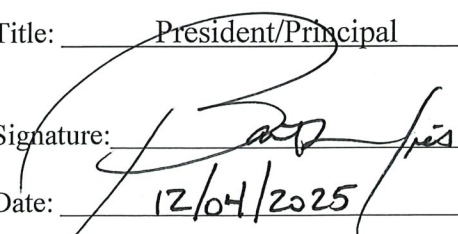
Signature: _____

Date: _____

DELTA 3 ENGINEERING, INC.

Printed Name: Bart Nies, P.E.

Title: President/Principal

Signature:  _____

Date: 12/04/2025

Attachment #1
Professional / Technical Services and Fees
Proposed 2026 Infrastructure Improvements – Mineral Point

Owner: City of Mineral Point
Mineral Point, Wisconsin

1) Design Engineering Services

= \$ 155,000.00

- Meet with the Street and Utilities' Superintendents for a Project scope meeting and to obtain prior plans, maps, and applicable documents. *(one each)*
- Determine applicable funding agencies/programs.
- Perform initial right-of-way research, topographic surveying, and field data collection.
- Meet/consult with the Street and Utilities' Superintendents for specific system design needs. *(one each)*
- Prepare a Preliminary Subdivision Plat.
- Prepare preliminary design, layout, and plans for the sanitary sewer and water systems, storm sewer collection system, storm water management facilities, street construction, and street lighting.
- Prepare preliminary estimated opinion of probable construction costs.
- Meet with the Street and Utilities' Superintendents for review of preliminary design and plans and final systems' design needs. *(one each)*
- Meet with the Planning and Zoning Committee for review and approval of Preliminary Subdivision Plat and preliminary plans. *(one each)*
- Meet with the City Council for review and approval of Preliminary Subdivision Plat and preliminary plans. *(one each)*
- Prepare a Final Subdivision Plat.
- Prepare an Exhibit Map and descriptions for proposed easements' acquisition.
- Prepare final design, layout, and plans for the sanitary sewer and water systems, storm sewer collection system, storm water management facilities, street construction, and street lighting.
- Determine probable construction sequencing and construction phasing constraints.
- Meet with the Street and Utilities' Superintendents for review of final design and plans. *(one each)*
- Prepare estimated opinion of probable construction costs.
- Meet with the Planning and Zoning Committee for review and approval of Final Subdivision Plat and final plans. *(one each)*
- Meet with the City Council for review and approval of

Final Subdivision Plat and final plans. *(one each)*

- Submit Final Subdivision Plat to the Dept. of Administration for approval.
- Meet with the Joint Water, Sewer, & Streets Committees for review and approval of Project plans, specifications, and estimates. *(two each)*
- Meet with the City Council for review and approval of Project plans, specifications, and estimates. *(one each)*
- Prepare final, **detail-oriented** construction plans and specifications.
- Prepare and submit applicable calculations and construction permits.
- Prepare construction bidding documents.

2) Bid Process/Construction Contract Services = \$ 1,000.00

- Distribute bidding documents to prospective bidders and utility companies.
- Provide construction bid processing/administration, including the handling of Project questions.
- Conduct the Bid Opening. *(one each)*
- Review construction bids and provide Recommendation of Award.
- Attend City Council Meeting for award of construction bids. *(one each)*
- Provide construction contract administration/processing.

3) Construction Engineering Services* = \$ 198,000.00

- Conduct the Pre-Construction Conference. *(one each)*
- Provide all construction staking services for the street, sanitary sewer, water main, and storm sewer components of the Project.
- Review contractor construction submittals for approval.
- Respond to Requests for Information (RFI) from contractor.
- Provide partial construction observation services (**approx. 25 hrs./week**) as required by the City for the Project, as described in the Project Description, to be correctly completed according to the plans and specifications.
- Verify construction quantities.
- Analyze contractor pay applications and review contractor change orders (if applicable).
- Attend all required on-site Project meetings and give Project Progress Reports.
- Attend City Council Meeting for Project Progress Reports. *(three each)*
- Prepare construction punch lists for substantial and final completion of the Project.
- Provide overall Project Management and coordination with City staff, including handling Project questions and concerns.
- Provide lot and block corner monumentation.
- Meet with the City Council for Project Closeout. *(one each)*
- Provide "Construction Records" Documents (As-Built) showing appropriate record information based on the Project-annotated record documents received from the contractor.
- Provide Project Closeout services.

TOTAL = \$354,000.00

*** NOTE: Assumes 30 weeks of construction for construction observation in 2026.**
\$ 105.00/hr. - Hourly charge for additional construction observation services.

* *All Permit submittal fees, if any, are the responsibility of the Owner.



▶ Platteville, Wisconsin
▶ Dubuque, Iowa

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Opinion of Probable Costs - Total Construction

Date: October 22, 2025

Project: Proposed Infrastructure Improvements - S. Commerce Street

Village/City/Town: **Mineral Point**

State: **Wisconsin**

Street/Easement Name: **Commerce Street**

From: **Fountain Street**

To: **200' South of Old Darlington Road**

Construction, Contingency, & Engineering: Total

1. Sanitary Sewer \$173,500.00

- 8", 10", 12", & 15" Sanitary Sewer Main - 680 l.f.
- 4' & 6" Diameter Manholes - 5 each
- Replace/Reconnect Existing Lateral - 3 each
- Rock Excavation - 140 c.y.
- Dewatering - 265 l.f.

2. Water Main \$284,000.00

- 6", 8", & 10" Water Main - 905 l.f.
- Valves - 6 each
- Hydrants - 2 each
- Replace/Reconnect/New Water Service (1", 1.5", 2", and 6") - 11 each
- Rock Excavation - 70 c.y.
- Dewatering - 330 l.f.

3. Storm Sewer \$274,000.00

- 15", 18", 36", & 48" Storm Sewer - 870 l.f.
- Storm Structures - 17 each
- Drain tile - 310 l.f.
- Rip-Rap - 50 c.y.
- Rock Excavation - 220 c.y.
- Dewatering - 615 l.f.

4. Street Construction (Concrete Pavement) - 835 l.f. \$678,000.00

- 34' Back of Curb to Back of Curb - **Fountain Street to South Street**
- 36' Back of Curb to Back of Curb - **South Street to Front Street**
- 38' Back of Curb to Back of Curb - **Front Street to Old Darlington Road**
- 28' Back of Curb to Back of Curb - **Old Darlington Road to South Connection**
- Excavation (26")
- Geotextile Fabric - 3,400 s.y.
- Breaker Run (12")
- CABC (6")
- Curb and Gutter (24") - 1,680 l.f.
- Concrete Pavement (8") - 3,245 s.y.
- Concrete Sidewalk (4") - 5,260 s.f.
- Concrete Driveway (6") - 1,030 s.f.
- Landscaping

5. Dry Utilities \$126,000.00

- 2" Conduit - 650 l.f.
- 6" Future Conduit - 835 l.f.
- Electrical Wiring for Lighting - 950 l.f.
- Lighting Control Cabinet - 1 each
- Concrete Light Pole Base - 8 each
- Concrete Light Pole Installation - 8 each
- City Purchased Decorative Lighting (Tall Pole) - 8 each
- City Purchased Decorative Lighting (Short Pole) - 0 each

6. Engineering \$169,125.00

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TOTAL = \$1,704,625.00



▶ Platteville, Wisconsin
▶ Dubuque, Iowa

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Opinion of Probable Costs - Total Construction

Date: October 22, 2025

Project: Proposed Infrastructure Improvements - South Street

Village/City/Town: Mineral Point

State: Wisconsin

Street/Easement Name: South Street

From: Vine Street

To: Commerce Street

Construction, Contingency, and Engineering:	Total
1. Sanitary Sewer	\$118,000.00
- 8" Sanitary Sewer Main - 475 l.f.	
- 4' Diameter Manholes - 1 each	
- Replace Existing Lateral - 7 each	
- Rock Excavation - 300 c.y.	
2. Water Main	\$0.00
3. Storm Sewer	\$156,000.00
- 15" & 36" Storm Sewer - 505 l.f.	
- Storm Structures - 2 each	
- Rock Excavation - 200 c.y.	
4. Street Construction - 450 l.f.	\$160,000.00
- 24' Edge of Pavement to Back of Curb	
- Excavation (15")	
- Geotextile Fabric - 1,365 s.y.	
- Breaker Run (6")	
- CABC (6")	
- Curb and Gutter (24") - 680 l.f.	
- Concrete Sidewalk (4") - 2,715 s.f.	
- Concrete Driveway (6") - 0 s.f.	
- Concrete Retaining Wall (8" Thick x 5' High) - 31 l.f.	
- Hot Mix Asphalt Pavement (3")	
- Pavement Striping	
- Landscaping	
5. Dry Utilities	\$52,000.00
- 2" Conduit - 510 l.f.	
- 6" Future Conduit - 0 l.f.	
- Electrical Wiring for Lighting - 690 l.f.	
- Lighting Control Cabinet - 0 each	
- Concrete Light Pole Base - 6 each	
- Concrete Light Pole Installation - 6 each	
- City Purchased Decorative Lighting (Tall Pole) - 3 each	
- City Purchased Decorative Lighting (Short Pole) - 3 each	
6. Engineering	\$56,375.00
TOTAL =	\$542,375.00

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12/9/2025

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council
Department Reporting: Streets	Submitted by: Matt Honer
<u>ISSUE:</u> Consideration of hiring Dylan Kroll as a part-time Streets Worker for winter assistance.	
<u>BACKGROUND/ANALYSIS:</u> The Streets Dept. would like to hire part-time workers to assist with heavy snow events.	
<u>RECOMMENDATION:</u> Approval of hiring Dylan Kroll as a part-time streets worker pending a background check.	
<u>FISCAL IMPACT:</u> \$23.00/hr. The Streets Dept. budget accounts for overtime and additional labor to manage snowfall events. In practice, the addition of a part-time worker will decrease the amount of overtime.	
<u>ATTACHMENTS:</u> Employment application sent out to Council.	



12/9/2025

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council
Department Reporting: Administration	Submitted by: Matthew Honer
ISSUE: Approval of a contract for Fire Protection Services for 2026 with the Mineral Point Fire Department, Inc.	
BACKGROUND/ANALYSIS: Annual contract with the Mineral Point Fire Department, Inc for Fire Protection Services. Changes to the contract include: - The City budgeting \$4,000 for maintenance of the City-owned Fire Truck - The City discussed with the Fire Department stopping the \$40,000 outlay contribution for the City owned fire truck. The City and Fire Dept. are still working through an agreement that would provide assurances for the City borrowing for that purchase when the time comes. The current agreement states that the current outlay account will remain for the truck and the city will borrow for the purchase of the truck at the time of replacement. It also clarifies that the Fire Dept. agreed with the City not-contributing to an outlay in 2026. - The City agrees to store the Fire Dept's historic ladder wagon and Seagraves engine.	
RECOMMENDATION: Approve the draft contract as presented.	
FISCAL IMPACT: \$50,000 contract, \$4,000 maintenance	
ATTACHMENTS: Draft Contract.	

CONTRACT FOR FIRE PROTECTION SERVICES
By and Between City of Mineral Point and the Mineral Point Fire Department, Inc.
(The "Agreement")

Pursuant to Section 62.13(8)(a), Wis. Stats., and in consideration of the mutual covenants hereinafter set forth, this Agreement is made and entered into by and between the City of Mineral Point (the "City"), a Wisconsin municipal corporation, and the Mineral Point Fire Department, Inc. (the "Corporation"), a Wisconsin non-stock non-profit corporation, both located within Iowa County, Wisconsin.

RECITALS

- A. The City and the Corporation recognize the public need for adequate levels of fire protection services within the City.
- B. The purpose and intent of this Agreement is to make possible the provision of such fire protection services on a mutually cooperative basis.
- C. The City and the Corporation entered into a contract for the provision of fire protection services beginning on January 1, 2021 (the "Commencement Date"), and entered into subsequent renewals of the contract for 1-year terms on January 1, 2022, January 1, 2023, January 1, 2024, and January 1, 2025.
- D. The City and Corporation now wish to renew said contract for a 1-year term beginning on January 1, 2026 (the "Renewal Date").

AGREEMENT

NOW, THEREFORE, pursuant to a resolution duly adopted by the Common Council of the City, and for and in consideration of the mutual agreements and covenants herein contained, the parties mutually agree to cooperate in the provision of fire protection services by the Corporation in accordance with the following terms and conditions.

SECTION I – GEOGRAPHIC AREA TO BE SERVED

- 1.1 **Service Area.** The Corporation shall provide fire protection services to all of the area within the corporate limits of the City of Mineral Point (the "Service Area").
- 1.2 **Amendment of Service Area.** The Service Area shall be automatically expanded or contracted to comply with any changes to the corporate limits of the City of Mineral Point during the term of this Agreement. No amendment to this Agreement is required to effectuate the purposes of this paragraph.
- 1.3 **Other Areas Served.** The Corporation may provide fire protection services to all or part of other municipalities on a similar contractual basis or under a Reciprocal Fire Protection Agreement to assist in major or emergency cases (such other agreements, the "Additional

Agreements"). As of this date, the Corporation has Additional Agreements with the following municipalities or districts: the Town of Kendall, the Town of Willow Springs, the Town of Linden, the Town of Mifflin, the Town of Waldwick, and the Town of Mineral Point.

SECTION II – RESPONSIBILITIES OF THE CORPORATION

Under the terms of this Agreement, the Corporation shall be responsible for the following duties:

- 2.1 **Provide fire protection services.** Pursuant to § 32.50 of the Municipal Code of the City of Mineral Point, the Corporation is officially recognized as the fire department which shall serve the City. The Corporation shall make on-call emergency and non-emergency services available at all times within the Service Area and shall respond to all calls for service therefrom. The fire protection services shall be provided on a turnkey basis with the Corporation being responsible for, among other things: determining the operational policies of the service; providing and housing the staff necessary to operate the service; providing, housing, maintaining, inspecting, repairing, and replacing all supplies, equipment, and vehicles used in the service; obtaining and furnishing appropriate insurance coverages; and providing all related management, billing, and accounting services with the exceptions provided in 3.3 and 3.4 of this Agreement.
- 2.2 **Authority at Fires.** The Corporation shall have complete authority at any fire, pursuant to Section 213.095, Wis. Stats. The operation of all equipment and the supervision of all details shall be the responsibility of the respective officers of the Corporation. It is the intention that this document shall establish a contractual arrangement between the City and the Corporation as an independent fire-fighting organization and that no "employer-employee relationship" shall exist.
- 2.3 **Comply with Applicable Statutes, Codes, and Regulations.** In the operation of the Corporation, the Corporation shall comply fully with applicable federal and state statutes and administrative codes and regulations governing volunteer fire departments, their employees, volunteers, and agents. Further, the Corporation shall comply with such standards and procedures for occupational health and safety, victim care, and equipment reliability as may otherwise be required by applicable statutes, codes, and regulations, or conditions of insurability.
- 2.4 **Membership.** The Corporation shall be responsible for recruiting an adequate number of duly qualified and trained firefighters to assure the availability of emergency and non-emergency protection throughout the City at all times. The Corporation shall establish qualifications for its members.
- 2.5 **Maintain Licenses.** The Corporation shall obtain and keep in force any volunteer fire department licenses, operator licenses, certifications, and training permits, required by federal or state law.
- 2.6 **Provide Training.** The Corporation shall maintain the skill, proficiency, and training level

of its volunteer firefighters, emergency vehicle operators, and other volunteers and employees, at levels sufficient to satisfy no less than the minimum requirements of applicable federal and state statutes, administrative codes, and regulations, or conditions of insurability.

- 2.7 **Maintain Records.** The Corporation shall prepare and maintain necessary records and meet all reporting requirements imposed by federal, state or county authorities or insurance carriers.
- 2.8 **Assistance with Fire Services.** Whenever in the judgment of the Chief of the Department or whichever of his or her assistants may be in command, because of prohibitive inclement weather, mechanical malfunctions, unavailability of personnel, conflicting emergency calls, or other practical circumstances, it is rendered inexpedient or impractical for the Corporation to dispatch its own apparatus or personnel to the scene of an emergency within the Service Area, then the Corporation shall relay any such call for fire-fighting services or other assistance to some other available fire department or district in a neighboring community. Whenever in the judgment of the Chief of the Department or whichever of his or her assistants may be in command, it is necessary to summon assistance from other fire departments or districts to the scene of any emergency in the Service Area, he or she shall do so.

SECTION III – RESPONSIBILITIES OF THE CITY OF MINERAL POINT

Under the terms of this Agreement, the City shall be responsible for the following duties:

- 3.1 **Maintenance of Roads.** The City shall maintain and repair all roads under its jurisdiction within the Service Area in a reasonable manner so as to facilitate the safe and efficient provision of services. The City shall notify the Corporation in advance, whenever possible, of road maintenance work or closings that might affect the normal routing of emergency response vehicles in response to a fire call.
- 3.2 **Driveway Ordinance.** The City has adopted as part of its zoning code a driveway ordinance that ensures that the Corporation will have safe and easy access to property within the Service Area. The City shall hold all property owners or occupants responsible to abide by the ordinance to ensure safe and easy access to premises within the Service Area.
- 3.3 **City Equipment.** Notwithstanding anything to the contrary herein and until termination of this Agreement, the City shall provide to the Corporation certain equipment further described in Exhibit A (the "City's Equipment"). The City shall be listed on Fire Corporation insurance for City-owned equipment and be responsible for all costs of maintenance, repair, or replacement on the City's Equipment, except for damage caused by the willful misconduct or negligence of the Corporation, its volunteers, employees, or agents. Notwithstanding the foregoing, the City reserves the right to sell, replace, or otherwise dispose of any of the City's Equipment provided that the Corporation's ability to provide the services described herein is not materially impacted.

- 3.4 **Fire House.** The Corporation is currently located on real property owned by the City at 214 Doty Street, Mineral Point, Wisconsin (the "Fire House"). Until termination of this Agreement, the City shall provide the Corporation with use of the Fire House and the land it is situated on, including the following tax parcels: 251-0136.A, 251-0135, and 251-0134 for the purposes of providing fire protection services to the City and to other municipalities served under Additional Agreements. For the term of this Agreement, the City shall preserve ownership of the land located at tax parcel 251-0136 for the future use of the Fire Department and shall not allow any permanent improvements to be made to the property. The City shall carry all insurance and be responsible for all costs of maintenance, repair, or replacement of the Fire House, except for damage caused by the willful misconduct or negligence of the Corporation, its volunteers, employees, or agents. Notwithstanding the foregoing, the City reserves the right to provide a different building and location for use by the Corporation, provided that the Corporation's ability to provide the services described herein is not materially impacted.
- 3.5 The City will continue to be the sponsor of the Service Award Program (SAP); however, the City will not contribute further funding than what is budgeted.
- 3.6 The City will provide space in cold storage at the City-Owned Streets Garage for the Fire Department to store the historic wooden fire wagon and Seagraves fire engine. The City assumes no liability and shall not be responsible for any damage caused to this property, except for damage caused by willful misconduct. The Fire Department shall notify the Streets Foreman at least 48 hours in advance to access the property. The City will make all efforts to provide access as soon as possible, but is under no obligation to provide access outside of normal business hours or within 48 hours of notification.

SECTION IV – TERM

- 4.1 **Renewal Term.** This Agreement shall be renewed for a 1-year term commencing on January 1, 2026, and remain in full force and effect until December 31, 2026 (the "Renewal Term").
- 4.2 **Termination.** The parties may terminate this Agreement at any time by written agreement. In the event of a material breach by either party, the non-breaching party shall have the right to immediately terminate this Agreement by providing written notice to the breaching party of the material breach and the non-breaching party's decision to terminate this Agreement. All notices required under this Lease shall be deemed to be properly served if delivered personally in writing or sent by registered or certified mail, postage prepaid, with return receipt requested. Notices given personally in accordance with this section shall be deemed received when delivered. Notices mailed in accordance with this section shall be deemed received three (3) business days after the date of mailing. Except in the event of material breach, the failure of either party to perform any of their obligations under this Agreement shall not be deemed a breach of this Agreement unless the non-breaching party provides the breaching party written notice of the failure to

perform and such failure is not corrected within thirty (30) days from the receipt of such notice (the "Cure Period"). Failure for the breaching party to correct any failure to perform within the Cure Period shall allow but not require the non-breaching party to immediately terminate this Agreement.

SECTION V – FINANCIAL ARRANGEMENTS

- 5.1 **Payment Schedule.** The City will budget \$50,000 in 2026 for general expenses, which will be distributed throughout the year. The City will provide the Corporation with any balance of unspent funds at the end of the year, to be used for equipment and operations. The City shall provide these unspent 2026 funds by March 1, 2027.

The City will budget \$4,000 for the maintenance of City-owned equipment identified in Exhibit A.

The City will maintain an outlay account for the eventual replacement of the City of Mineral Point-owned fire truck for use by the Corporation. As provided in a separate agreement to be negotiated in 2026 between the City and the Fire Department, the City plans to borrow for the difference between the cost of the truck and the savings at the time of purchase.

For 2026, the Corporation is in agreement with the City not contributing \$40,000 to an outlay account for the replacement of the City of Mineral Point-owned fire truck.

Uniform Response Rate Schedule. Pursuant to § 32.53 of the Municipal Code of the City of Mineral Point, the Fire Chief of the Corporation shall establish and implement a uniform fire response rate schedule to help the Corporation recover its actual net cost of providing services to persons and property. The schedule shall be subject to periodic review by the Common Council of the City.

SECTION VI – MISCELLANEOUS PROVISIONS

- 6.1 **Legal Relationship of the Parties.** The legal relationship of the parties shall be that of Independent Contractor. The employees or volunteers of either party shall not be considered an agent or employee of the other party for any purpose.
- 6.2 **Effective Date.** This Agreement shall become effective and binding upon execution by both parties, and the term will commence on the Renewal Date.
- 6.3 **Prior Agreements; Amendments.** As of the Renewal Date of this Agreement, all prior agreements between the parties pertaining to the subject matter hereof shall be considered null, void, and of no effect, and this Agreement shall supersede all such prior agreements. This Agreement may only be amended in writing from time to time by mutual agreement between the parties.
- 6.4 **Severability.** If any section, subsection, sentence, clause or phrase of this Agreement is

held to be invalid by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase thereof.

6.5 **Action by City.** Whenever action is required or permitted hereunder by the City, such action shall be deemed to have been taken when adopted by the Common Council and approved by the Mayor of the City.

6.6 **Liability.** The affiliation of the City with the Corporation shall not cause the City to incur or be subject to the liabilities or debts of the Corporation except as expressly provided under the terms of this Agreement. Should, for any reason, the City be held liable or responsible for any debt or claims of any kind for the Corporation, and if the party to whom that debt or claim is owed seeks reimbursement from the City, and the City is forced to pay, the sharing of its liability for such debt shall be in direct proportion to the percentage of the Corporation's funding provided by the City for the year in which the occurrence took place, subject to any governmental immunity entitled to the City under law. The Corporation agrees to defend and hold the City harmless and indemnify it from any claim or debt of any kind incurred by the Corporation in the undertaking of this Agreement.

6.7 **No Waiver of Liability.** The City is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and defenses to which the City may be entitled under law, including all of the immunities, limitations, and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof.

6.8 **Notices.** Any notice required to be mailed or delivered to either party under this Agreement shall be mailed or delivered to:

City:
City Administrator
City of Mineral Point
137 High Street, Suite 1
Mineral Point, WI 53565

Corporation:
Chief
Mineral Point Fire Department, Inc.
214 Doty Street
Mineral Point, WI 53565

The parties have caused this Agreement to be executed by their respective duly authorized officers as of the day signed by both parties.

The **CITY OF MINERAL POINT** has authorized its Mayor and City Administrator to sign this agreement.

Date: _____, 2025

By: _____
Danny Clark
Mayor

By: _____
Christy Skelding
City Clerk-Treasurer

The **MINERAL POINT FIRE DEPARTMENT, INC.** has authorized its Fire Chief and Secretary to sign this agreement.

Date: _____, 2024

By: _____
Deven Walrack
Fire Chief

By: _____
Dorene Tieman, Secretary

EXHIBIT A – CITY'S EQUIPMENT

City Owned Fire Corporation Equipment Summary

	Cost	Value
2021 Pierce 75' Aerial	\$ 718,000.00	
Accessories	\$ 29,925.30	
TOTAL	\$ 747,925.30	

flashlights	3	\$ 360.00	1 1/2" double female	1	\$ 33.03
relief valve 5 "	2	\$ 1,088.00	tank filler home		
Honda generator	1	\$ 5,000.00	made	4	
8' step ladder	1	\$ 49.95	5" - 4"	3	\$ 90.00
pick head ax	2	\$ 37.99	spanner wrenches	3	\$ 30.00
pliers	3		stortz spanner	4	\$ 79.00
5 gal gas can	1		2 1/2" female - 1/2"		
50' nylon rope and			male	2	\$ 24.95
bag	1		tool box	1	
25' ext. cord	1		crescent wrench	1	
scoop shovel	1		vise grips	1	
rubber mallet	3		Allen sets	2	
2 1/2 nozzle	1	\$ 549.25	1/2" drive socket set	1	
water wall	1		screw drivers	4	
5" to 4" adapter	1	\$ 90.00	wrench set	1	
5" to 2 - 2 1/2	1	\$ 49.95	4" LDH (100' per)	11	\$ 4,730.00
2' pry bar	1		Flashlights	5	500
10' filler hose	1		Accountability Board	1	
chore gloves	4		Crosslays 150'	3	995.85
rubber gloves	8		Nozzels- 1 3/4	8	5600
asbestos mitts	1		Spanner hydrant		
wheel chocks	2		wrench	1	10
25' 5" LDH	1		Fire extinguisher	2	75
hydrant wrenches	3		Crowbar	1	
5" - 2 1/2	2		Prybar	1	
2 1/2" gate valve	1		Rubber Mallet	1	
4" - 2 1/2	2		Axe	1	36.5
2 1/2" double male	2	\$ 66.06	Pickhead Axe	1	37.99
2 1/2" double female	1	\$ 33.03	Sledgehammer	1	49.95

2 1/2 - 1 3/4 Wye	3	44.95
2 1/2- Valve	1	111.38
Tank Fill	2	
4" pipe to 5" Storz		
Adapter	1	90
5" to 4" Stortz		
Adapter	1	90
Spanner Wrench	7	70
5"Stortz Cap	1	59.5
2 1/2 (m) - 1 3/4 (f)		
Adapter	6	898.2
Double Female- 1 1/2	1	33.03
Double Female- 2 1/2	1	33.03
Double Male - 2 1/2	2	66.06
6" Pipe - 5" Stortz 45		
Degree	1	266.79
1400' 2 1/2 Hose		3927
1400' 1 3/4 Hose		3098.2
50' Ladder	1	2140
6"- 5" Stortz Shut		
Valve	1	598
2 1/2 Nozzels	3	162.75
20' @ 5" LDH		
20' @ 2 1/2 Filler		
Hose		
Air Bottles	4	2160
Generator	1	2500
Gas Can	1	
35" Ladder	1	1069
Pike Pole	2	49
Roof Ladders	1	456
Attic Ladder	1	190
Flat Shovel	2	59.98
Scoop Shovel	1	24.99
50' 2 1/2 Hose		140.25
D- Ring Pike Pole	1	39
Spanner Wrench		
Mount Set With		
Wrenches	2	66
Blitzfire	1	2380
Tarps	5	40
White Gloves	21	
Utility Ropes	2	
Wheel Chocks	2	

Rope Hose Hooks	1	
Orange Gloves	5	
<u>w Chain</u>	1	
Chimney Chain Set	1	
Asbestos Mitts	2	
30 Degree 2 1/2		
Elbows	5	556.9
10'6" hard suction	2	800
6" strainer	1	400



12/9/2025

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council
Department Reporting: Administration	Submitted by: Matt Honer
<u>ISSUE:</u> Approval of a contract with Iowa County Human Society for 2026 Stray and Abandoned Dog Services.	
<u>BACKGROUND/ANALYSIS:</u> Previous contracts between the City of Mineral Point and the Iowa County Humane Society allowed prior authorization requirements for the intake of cats. With that aspect changing with ICHS, the City is not in a position to authorize the intake of cats. The City is required to provide housing and care for stray and abandoned dogs found within the municipality.	
<u>RECOMMENDATION:</u> Approve the contract for Stray and Abandoned dogs found within the municipality.	
<u>FISCAL IMPACT:</u> \$180 each. This is budgeted based on previous need.	
<u>ATTACHMENTS:</u> Correspondence from Iowa County Humane Society.	

Iowa County Humane Society

305 Hwy. YZ, PO Box 195, Dodgeville, WI 53533

(608) 935-1381 | Fax: (608) 935-2884

Email: office@ichs.net | Website: www.ichs.net

2026 Stray and Abandoned Animal Services Contract

Dear Municipal Representative,

Enclosed please find your 2026 Iowa County Humane Society (ICHS) Stray and Abandoned Animal Services Contracts for both cats and dogs. Please note that these are two separate contracts, and both must be completed, signed, and returned to ICHS by December 30, 2025.

Your signed contracts authorize ICHS to provide housing and care for stray and abandoned dogs and cats found within your municipality for the period of January 1, 2026 through December 31, 2026.

Please take note of 2 changes to our 2026 Stray and Abandoned Animal Services Contract...

- Beginning in 2026, ICHS will no longer offer prior authorization for animal intake. As we offer contract services to 29 municipalities in Iowa county, this change is intended to streamline the intake process for our staff.
- We will not be accepting cats deemed to be feral as they are not adoptable and are not safe for the handling of all our staff.

Municipalities will continue to receive monthly billing statements only if a stray from your area is taken in. If no animals are received that month, no billing statement will be sent. Strays claimed by their owners during the state-mandated stray hold period will not be billed to the municipality. Payment terms remain at 30 days, and municipalities may prepay \$500 as a non-refundable retainer if preferred (unused balances do not carry over to the following year).

If you would like to discuss the contracts or ICHS services in greater detail, please don't hesitate to contact me directly at director@ichs.net or call (608) 935-1381. I am happy to meet in person, by phone, or by email to answer any questions. In addition, if you would like to discuss the importance of a Trap/Neuter/Return policy for the health and population control of free roaming/community/feral cats in your municipality, I would love to set up a time to talk with you.

Thank you for your continued partnership and commitment to the welfare of animals in Iowa County.

With Much Appreciation

Shanna Gundlach

Executive Director

Iowa County Humane Society

director@ichs.net

Iowa County Humane Society
305 County Rd YZ
PO Box 195
Dodgeville, WI 53533
608-935-1381
office@ichs.net

**Iowa County Humane Society (ICHS)
2026 Stray and Abandoned Dog Contract for Services**

Municipality Information

Municipality: (Circle one) City/Town/Village of _____

Municipality Contact: _____

Contact Email: _____

Contact Phone Number: _____

ICHS will inform the municipality contact by email of the intake of any dog. Notification will include finder information, location where the animal was found, and animal details.

Fees

Dog/Puppies – \$180 each

Check the appropriate box below:

☐ We agree to contract with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned dogs in our municipality for the period of January 1, 2026 – December 31, 2026

***Take note that ICHS will no longer be offering the option of prior authorization for the intake of an animal. ***

☐ We WILL NOT be contracting with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned dogs in our municipality for the period of January 1, 2026 – December 31, 2026.

If you **are not** contracting with ICHS, provide a contact person below. This will be given to any finder who contacts ICHS about a stray or abandoned dog in your municipality, for instruction on what to do with the animal.

Contact Person: _____ Phone Number: _____

By signing below, the Municipality acknowledges that it has read, understands, and agrees to the terms and conditions of this Agreement.

Name of Municipality Representative: _____

Signature of Municipality Representative: _____ Date: _____

Iowa County Humane Society
305 County Rd YZ
PO Box 195
Dodgeville, WI 53533
608-935-1381
office@ichs.net

**Iowa County Humane Society (ICHS)
2026 Stray and Abandoned Cat Contract for Services**

Municipality Information

Municipality: (Circle one) City/Town/Village of _____

Municipality Contact: _____

Contact Email: _____

Contact Phone Number: _____

ICHS will inform the municipality contact by email of the intake of any cat. Notification will include finder information, location where the animal was found, and animal details.

Fees

Cats/Kittens – \$85 each

Check the appropriate box below:

☐ We agree to contract with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned cats in our municipality for the period of January 1, 2026 – December 31, 2026.

***Take note that ICHS will no longer be offering the option of prior authorization for the intake of an animal. ***

☐ We WILL NOT be contracting with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned cats in our municipality for the period of January 1, 2026 – December 31, 2026.

If you **are not** contracting with ICHS, provide a contact person below. This will be given to any finder who contacts ICHS about a stray or abandoned cat in your municipality, for instruction on what to do with the animal.

Contact Person: _____ Phone Number: _____

**The Iowa County Humane Society will not accept cats
deemed to be feral as defined below, as we cannot safely handle them.**

Definitions: A feral cat is one that is unsocialized to humans, shows extreme fear or avoidance of handling, and cannot safely be touched or handled by shelter staff or caregivers. Feral cats live and behave as free-roaming animals in their environment, surviving independently of humans.

This definition aligns with the ASPCA's Position Statement on Community Cats and University of Wisconsin Shelter Medicine guidance distinguishing feral cats (unsocialized) from strays (socialized).

By signing below, the Municipality acknowledges that it has read, understands, and agrees to the terms and conditions of this Agreement.

Name of Municipality Representative: _____

Signature of Municipality Representative: _____ Date: _____



12/9/2025

Mineral Point, Wisconsin

☐ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Choose a Meeting
Department Reporting: Choose a Department	Submitted by:
<u>ISSUE:</u> Consideration of Offers to Purchase and Development Agreements for parcel sales in the Brewery Creek Subdivision	
<u>BACKGROUND/ANALYSIS:</u> Offers to Purchase and Developer agreements for approval include - Wedig Quality Homes for 202 and 204 Brewery View Dr. - Travis Runde for Lot 7 - Rina Salverson for Lot 39 - Lots 8 and 9 for Carey Carpentry. The Wedig Offer to Purchase and Developer Agreement is included in the packet as an example. All other agreements follow the same templates.	
<u>RECOMMENDATION:</u> Approved Offers to Purchase and Developers Agreements for the sale of lots. Approve the Offers to Purchase and Developers Agreements related to the sale of 202 and 204 Brewery View Dr to Wedig Quality Homes, Lot 7 to Travis Runde, Lot 39 to Rina Salverson, and Lots 8 and 9 to Carey Carpentry.	
<u>FISCAL IMPACT:</u> \$195,000 sale proceeds.	
<u>ATTACHMENTS:</u> Wedig Offer to Purchase and Developers Agreement as an example.	

WB-13 VACANT LAND OFFER TO PURCHASE

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

3 The Buyer, _____,
4 offers to purchase the Property known as _____

5 _____
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-658, or attach
7 as an addendum per line 680] in the _____ of _____, County
8 of _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is _____
10 _____ Dollars (\$ _____).

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 650-658 or in**
27 **an addendum per line 680.**

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 _____.

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

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

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

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

36 **CLOSING** This transaction is to be closed on _____

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

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

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
50 _____) **STRIKE THOSE NOT APPLICABLE**

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

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

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

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

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

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) ~~other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference.~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 680).

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

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

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

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

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

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

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

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

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

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

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;

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

279 ☐ other _____

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

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

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

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

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

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

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

~~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 650-658 or in an addendum attached
364 per line 680. 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 _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

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

537 _____
538 _____ Insert additional terms, if any, at lines 650-658 or attach as an addendum per line 680.

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 650-658 or in an addendum attached per line 680, 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 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____

659 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
660 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
661 662-677.

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

664 Name of Seller's recipient for delivery, if any: _____
 665 Name of Buyer's recipient for delivery, if any: _____
 666 ☐ (2) Fax: fax transmission of the document or written notice to the following number:
 667 Seller: (_____) Buyer: (_____) _____
 668 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 669 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 670 line 673 or 674.
 671 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 672 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
 673 Address for Seller: _____
 674 Address for Buyer: _____
 675 ☐ (5) Email: electronically transmitting the document or written notice to the email address.
 676 Email Address for Seller: _____
 677 Email Address for Buyer: _____

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

680 ☐ **ADDENDA**: The attached _____ is/~~are~~ made part of this Offer.

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

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

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

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

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

694 (x) _____
 695 Buyer's Signature ▲ Print Name Here ► Date ▲

696 (x) _____
 697 Buyer's Signature ▲ Print Name Here ► Date ▲

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

702 (x) _____
 703 Seller's Signature ▲ Print Name Here ► Date ▲

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

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

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

ADDENDUM A: DEVELOPER'S AGREEMENT

This agreement entered into by and between the City of Mineral Point, a Wisconsin Municipal Corporation, hereinafter referred to as "City" and Wedig Quality Homes, LLC, hereinafter referred to as "Buyer";

WHEREAS, the City is the owner of parcels of land located within the City of Mineral Point and further identified as tax parcel numbers 251-1042.102 and 251-1042.103, (hereinafter referred to collectively as "Parcels" and individually as "Lot"), more particularly described as follows:

Lots 2 and 3 of Block 1, Brewery Creek Subdivision, in the City of Mineral Point, Iowa County, Wisconsin.

WHEREAS, Buyer wishes to purchase said Parcels for the development of two (2), two-residential unit structures;

WHEREAS, the City has an interest in the prompt development of the Parcels upon the sale of such Parcels and the prompt development of such Parcels is an integral condition of the sale of such Parcels;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The City shall sell the Parcels to Buyer for \$30,000/Lot (\$60,000 total) under the terms and conditions of the Offer to Purchase executed by the parties on _____, and this Agreement.

2. Buyer agrees to the following:

- a. Buyer shall construct two (2), two-residential unit structures, one structure per Lot.
- b. Buyer shall receive an occupancy permit for said structures within one year of a "construction-ready" date to be determined by the City. The determination of the date will be when the City determines that public infrastructure is built to a standard acceptable to allow access and residential development. Current estimates for a "construction-ready" date is June 1, 2026.

3. Should Buyer fail to comply with any of the conditions set forth in paragraph 2 above at any time after one year from the "construction-ready" date, Buyer shall pay the City \$5,500 per year per noncompliant Lot until the Buyer complies with said conditions. Buyer shall annually pay such amount within thirty (30) days of the anniversary date of the "construction-ready" date until the Buyer complies with the conditions in paragraph 2 above.

4. In addition to Buyer failing to comply with any of the conditions outlined in paragraph 2 above, the purchase price shall increase to \$60,000 per Lot should Buyer sell any

Lot described above before a building having an equalized assessed value of not less than \$300,000 is erected upon said Lot. Should the purchase price increase to \$60,000 under the provisions of this paragraph, the City shall be paid the remainder of the \$60,000 purchase price at the time of the sale of such Lot from Buyer to a third party.

5. This agreement shall be binding upon Buyer's heirs, successors and assigns. Should Buyer wish to sell or assign Buyer's interest in the property to a third party, the third party may petition the City for relief from the terms and conditions of this agreement.

6. In any dispute involving monies owed by Buyer to City under this agreement, the City shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 5% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by the City.

[Signature pages to follow]

WEDIG QUALITY HOMES, LLC:

Jacob Wedig

Date

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____ 2025, the above named Jacob Wedig, to me known to be the person who executed the foregoing Agreement and acknowledged the same.

Print or Type Name: _____
Notary Public, State of _____
My Commission: _____

CITY OF MINERAL POINT:

Danny Clark, Mayor

Date

Christy Skelding, City Clerk

Date

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____ 2025, the above named Danny Clark, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing Agreement and acknowledged the same.

Print or Type Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by:
Atty. Eric Hagen
Boardman & Clark LLP
P.O. Box 87
Fennimore, WI 53809-0087