

** AGENDA **
* * OUTAGAMIE COUNTY BOARD * *

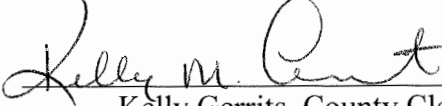
Office of the County Clerk, January 27, 2026.


The Board meets pursuant to adjournment, and is called to order by Chairperson Gabrielson at 7:00 p.m. in the County Board Room, located at 320 South Walnut Street, Appleton, Wisconsin.

1. ROLL CALL of the Board of Supervisors. Board Chairperson requests the Board's confirmation regarding excused members.
2. PLEDGE OF ALLEGIANCE - Offered by Chairperson Gabrielson.
3. MINUTES OF THE JANUARY 13, 2026 COUNTY BOARD MEETING
4. SPECIAL ORDER OF BUSINESS
 - A. Anne Van, Executive Operations and Public Relations Specialist, will give an update on the Uniquely Wisconsin film series featuring Outagamie County
 - B. Anne Van, Executive Operations and Public Relations Specialist, will give a preview of the newly revamped Outagamie County website
 - C. Greg Baneck, Land Conservationist, and Kevin Englebert, Development and Land Services Director, will give a brief overview regarding the establishment of a Wetland Mitigation Bank
5. ESTABLISH ORDER OF THE DAY
6. COMMUNICATIONS
7. PUBLIC PARTICIPATION – Pursuant to Chapter 2, Section 2-49 Rule 6 – Appearance of Non-Board Members, of the Outagamie County Code of Ordinances, “Public participation is limited to Outagamie County residents, employees and owners of businesses in Outagamie County, Outagamie County employees, or Outagamie County property taxpayers. Participation is limited solely to only matters listed on the agenda and for a total of 15 minutes, which may be extended to 30 minutes at the discretion of the Chair. Individual speakers are limited to three minutes per speaker.”
8. APPOINTMENTS
9. REPORT BY THE COUNTY EXECUTIVE - County Executive Thomas Nelson will give an Administrative Update.
10. UNFINISHED BUSINESS
11. NEW BUSINESS
 - A. Resolution No. Z-12—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the rezone request for Bluemound Properties LLC, for parcel 103100900, from the LC- Local Commercial District to R3- Single Family Attached Residence District, in the Town of Grand Chute, as depicted on the attached review and map.

- B. Resolution No. 145—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve the Land Conservation, Highway, Parks, and Development and Land Services departments to purchase 117 acres of agriculture land in the Town of Bovina, to establish a Wetland Mitigation Bank, included in the 2025 capital budget, with no additional county funding required, as detailed on the attached fiscal note.
- C. Resolution No. 146—2025-26 – Property, Airport, Recreation and Economic Development Committee. As part of the CTH N reconstruction project, approve the WB-11 Residential Offer to Purchase, as amended by the WB-44 Counter-Offer of real estate located at N321 County Road N in the Town of Buchanan, and approve the \$290,000 purchase price and increase the line items of CTH N – CTH KK to CTH CE Operating Expenses and Non CRB – HWY Intra County by \$282,750 each, as detailed on the attached fiscal note and attachments.
- D. Resolution No. 147—2025-26 – Health and Human Services Committee. Authorize and approve the Veterans Services Office to transfer funds approved in the 2025 adopted budget, to account for changes in activity that occurred during 2025, with no additional county funding, and approve the following budget adjustments to the Veterans Services Office cost center line items: decrease Salaries by \$12,000, decrease Fringe Benefits by \$4,000, increase Supplies by \$4,000, and increase Purchased Services by \$12,000, as detailed on the attached fiscal note.
- E. Resolution No. 148—2025-26 – Finance Committee. Authorize and approve the County Parks Department to increase the rental fee for The Hillside at Plamann Park shelter by \$150 for all non-business entities to enable the park staff to manage the table setup and takedown process to ensure the proper maintenance and longevity of the tables; and approve increasing the line item Rec Fees – Rental Revenue by \$7,000 and decreasing the General Fund Surplus Fund Balance Applied by \$7,000, as detailed on the attached fiscal note.
- F. Resolution No. 149—2025-26 – Public Safety Committee. Authorize and approve the County Sheriff's Office to accept and expend an unsolicited donation from Milk Source LLC for \$1,000, and increase the Patrol line items for Donations and Supplies by \$1,000 each, as detailed on the attached fiscal note.
- G. Resolution No. 150—2025-26 – Public Safety Committee. Approve to support legislation that would ensure that individuals and businesses throughout the State of Wisconsin will have quick and easy access to emergency aid when needed.
- H. Resolution No. 151—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve the attached Lease Agreement between Outagamie County, Wisconsin (Lessor) and Wisconsin Department of Transportation (Lessee) Regarding Appleton Salt Storage Facility for a period of forty years, with no fiscal impact to the 2026 budget, as noted on the resolution and attachments.

12. REPORTS


Kelly Gerrits, County Clerk


Dan Gabrielson, Board Chairperson

Accommodation Notice

Any person requiring special accommodations who wishes to attend this meeting should telephone (920) 832-5077 at least 24 hours in advance.

* * MINUTES * *
* * OUTAGAMIE COUNTY BOARD * *

Office of the County Clerk, January 13, 2026.

The Board met pursuant to adjournment, and was called to order by Chairperson Gabrielson at 7:00 p.m. in the County Board Room, located at 320 South Walnut Street, Appleton, Wisconsin.

ROLL CALL: 36 present. Members present: Thompson, Johnson, Smith, Patience, Gabrielson, Kostelny, Hammen, Lawrence, Krueger, Lamers, Ferguson, McCabe, Wegand, Hermes, MacDonald, Zabronsky, Croatt, Spears, Heiser, Mitchell, Cuff, Hagen, Klemp, Thiede, Janke, Weinberg, Culbertson, Monfils, Winterfeldt, Nejedlo, Clegg, Thyssen, VanderHeiden, Rettler, Koury, and Lautenschlager.

The Pledge of Allegiance was led by Chairperson Gabrielson.

MINUTES OF THE DECEMBER 9, 2025 COUNTY BOARD MEETING

Supervisor Krueger moved, seconded by Supervisor Croatt, to approve the minutes of the December 9, 2025 County Board meeting.

ROLL CALL: 33 yes, 3 abstain (MacDonald, Thyssen, Koury). MINUTES OF THE DECEMBER 9, 2025 COUNTY BOARD MEETING ARE APPROVED.

SPECIAL ORDER OF BUSINESS –

Kyle Sargent, Corporation Counsel, provided a presentation on the elected office of Coroner vs an appointed Medical Examiner.

Corporation Counsel Sargent educated the County Supervisors on how proposed Resolution No. 86—2025-26 would impact the county from a legal and fiscal perspective, qualifications needed for each respective position, while providing comparative elements of the elected office of Coroner versus an appointed Medical Examiner position. The Coroner, a public-facing office, is a position that should be updated to a Medical Examiner, so the County can properly oversee the position and ensure a person in said position would be professional and qualified for the responsibilities.

Corporation Counsel stressed the timeliness in reviewing this position update, as it can only change within a small window of time prior to the elected official's term that is ending (and this is within that window, as the next opportunity to take out papers for the Coroner position is April 15, 2026).

Specifics relayed in the presentation included:

- The main objectives of Resolution No. 86—2025-26, which include terminating the position of Coroner and replacing it with a Medical Examiner at the beginning of 2027, with a zero budgetary impact for this year, and the current elected official would be eligible to apply for the role.
- The differences between the two positions are referenced in Wisconsin State Statutes Chapter §59 and §979:
 - Responsibilities laid out in Wisconsin State Statutes Chapter §59 are similar for both Coroner and Medical Examiner. The only main difference found is that a Medical Examiner files a required quarterly report to County Treasurer and County Board.
 - There are similar responsibilities and very little differences between the positions defined in Wisconsin State Statutes Chapter §979.

- One difference to note in Chapter §979 is that a Medical Examiner may perform autopsy and toxicology services if person is a medical doctor.
- Per Wisconsin Statute, there are limited qualifications for a Coroner role (18 years old, not a felon, resident of Outagamie County), whereas changing the role to a Medical Examiner the County would be able to determine qualifications for the role, which would help ensure a qualified individual to oversee the position.
- Monetary changes with the termination of the Coroner elected position in favor of a Medical Examiner position would not take place until 2027. Corporation Counsel Sargent provided a budget comparison of the 2026 Coroner expenses with Winnebago County's 2026 budget for their Medical Examiner position, which would increase its annual fiscal budget by around \$80k, depending on position salary and fringe calculations for the Medical Examiner and its department staff.
- Corporation Counsel Sargent explained the rationale of considering this position change:
 - Outagamie County is the last county in Wisconsin that is ran by a County Executive and has an elected Coroner position.
 - If updated to Medical Examiner, there would be more control over the position (a public facing position), where the County will have Executive oversight, better response with working with funeral homes, and providing better service for county residents and families.
 - A streamline in processes with having an appointed medical doctor serving as Medical Examiner would offer future options of shared services such as autopsy suit/cold storage and transportation. Other savings include IT allocations for eight (8) employees, and reduction of work cell phones.
 - The change would offer the ability to build stronger relationships with funeral homes and expedite county services.
 - Updating the role would help bring the office into the modern-era, as many of the Wisconsin State Statutes make references that would not make the most logical in the County's departmental structure today (an example being the Coroner serving as Sheriff if Sheriff is unavailable).

ESTABLISH ORDER OF THE DAY – None.

COMMUNICATIONS –

Chairperson Gabrielson summarized the following communications:

- Calumet County Board Chair Alice Connors's husband, Dean Connors, passed away on December 14, 2025. Outagamie County sent flowers and Chairperson Gabrielson read a letter of thanks from Mrs. Connors.
- Supervisor Culbertson's sister-in-law, Vonnie Hoewisch-Butt, passed away on December 4, 2025. Chairperson Gabrielson expressed condolences to Supervisor Culbertson and his family.
- Former County Board Supervisor Dan Dillenberg passed away in December; Chairperson Gabrielson sent condolences to Dan and his family.
- Chairperson Gabrielson stated committee packet information will be presented differently going forward as a result of the website revamp. All committee supporting documents will be compiled into a single document arranged according to the agenda. Sara Hickey e-mailed a PDF which outlines the instructions on how to utilize the outline feature. This will enhance e-mail efficiency and will work seamlessly with County Board iPads. Should anyone experience issues, please reach out to Sara Hickey at Legislative Services.

- There are two (2) Supervisors who still need to complete the most recently sent out cyber security training course, titled *Core Concepts: Fistful of Data* from October 2025; five (5) Supervisors who need to complete the *Core Concepts: Password / Business E-mail* e-mailed to mailboxes on November 19, 2025.
- With the County Board's successful donation to the Outagamie County "Adopt-a-Family" program, the County Board received a number of handwritten thank you notes from families and community members who were recipients of gifts.
- Chairperson Gabrielson thanked Sara Hickey, Shelley Tyson, and the County's IT Department, who were instrumental in converting County Board e-mail accounts from the previous exchange to Microsoft Office 365. He also extended his appreciation to the Supervisors, who took the time to schedule and come into Legislative Services to have their hardware products serviced to obtain the update.
- Chairperson Gabrielson recognized the following County Board Supervisor birthdays: Supervisor Culbertson (1/19) and Supervisor McCabe (1/19).

PUBLIC PARTICIPATION IS LIMITED TO ONLY MATTERS LISTED ON THE AGENDA AND FOR A TOTAL OF FIFTEEN MINUTES WHICH MAY BE EXTENDED TO 30 MINUTES AT THE DISCRETION OF THE CHAIR –

Chairperson Gabrielson read a submitted e-mail correspondence to be read during the public participation opportunity:

- Joel Walters, Funeral Director at Muehl-Boettcher Funeral Home in Seymour – The e-mail stated he was in favor of revising the County Coroner role to a Medical Examiner role. In his experience in working with other counties, he recognizes this change would drastically increase efficiencies, and will ultimately help us better serve families for the community. He specifically mentioned this would help streamline the signage of death certificates and expedite the process of obtaining cremation permits.

APPOINTMENTS –

County Executive Nelson nomination for reappointment of Jeff Huelsbeck to the Veterans Service Commission; term expires December 8, 2028.

Supervisor Kostelny moved, seconded by Supervisor Lautenschlager, for confirmation of the above-listed reappointment.

ROLL CALL: 36 yes. JEFF HUELSBECK IS REAPPOINTED TO THE VETERANS SERVICE COMMISSION.

REPORT BY THE COUNTY EXECUTIVE – County Executive Thomas Nelson provided an Administrative Update.

UNFINISHED BUSINESS –

Resolution No. 86—2025-26 – Legislative/Audit and Human Resources Committee. With the Outagamie County Coroner's current term ending on January 4th, 2027, approve the request to change the Outagamie County Coroner's Office to the Outagamie County Medical Examiner's Office; the Medical Examiner will be statutorily required to perform the same duties as the Coroner but would be an administrative employee, appointed by the board, under the supervision of the County Executive; with no immediate fiscal impact as this will only affect future budgets, as detailed on the resolution.

At the October 28, 2025 and December 9, 2025 County Board Meetings, Resolution No. 86 was being held in Legislative Audit Committee.

Supervisor Spears moved, seconded by Supervisor Patience, for adoption.

ROLL CALL: 31 yes, 5 no (Ferguson, Hermes, Klemp, Janke, Winterfeldt). RESOLUTION NO. 86—2025-26 IS ADOPTED.

NEW BUSINESS –

Resolution No. Z-11—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the rezone request for Todd and Linda Zak, for a portion of parcel 070047900, from the Exclusive Agriculture District to the General Agriculture District, in the Town of Deer Creek, as depicted on the attached review and map.

Supervisor VanderHeiden moved, seconded by Supervisor Rettler, for adoption.

ROLL CALL: 36 yes. RESOLUTION NO. Z-11—2025-26 IS ADOPTED.

Resolution No. 139—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to authorize the Highway Commissioner to enter into a State/Municipal Financial Agreement for the WIS 441 mainline improvement project, including the I-41/WIS 441 Interchange, as noted on the attached State/Municipal Financial Agreements for a State-Let Highway Project, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.

Supervisor Hagen moved, seconded by Supervisor Nejedlo, for adoption.

ROLL CALL: 35 yes, 1 no (Winterfeldt). RESOLUTION NO. 139—2025-26 IS ADOPTED.

Resolution No. 140—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to authorize the Highway Commissioner to enter into a State/Municipal Financial Agreement for the associated I-41 mainline improvement project as noted on the attached State/Municipal Financial Agreement for a State-Let Highway Project, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.

Supervisor Clegg moved, seconded by Supervisor Nejedlo, for adoption.

ROLL CALL: 36 yes. RESOLUTION NO. 140—2025-26 IS ADOPTED.

Resolution No. 141—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to authorize the Highway Commissioner to enter into a State/Municipal Agreement for the CTH S & CTH U intersection project, as noted on the attached State/Municipal Agreement for a State-Let Highway Safety Improvement Program Project document, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.

Supervisor Wegand moved, seconded by Supervisor Thiede, for adoption.

ROLL CALL: 36 yes. RESOLUTION NO. 141—2025-26 IS ADOPTED.

Resolution No. 142—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to increase the Plamann Park line items of Rec Fees Misc and Purchased Services IT Maintenance Contract by \$34,000 each, to purchase a Recreational Management Software program for the Parks Department, as noted on the attached fiscal note.

Supervisor Culbertson moved, seconded by Supervisor Cuff, for adoption.

ROLL CALL: 35 yes, 1 no (Ferguson). RESOLUTION NO. 142—2025-26 IS ADOPTED.

Resolution No. 143—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve the request to petition the Secretary of Transportation for Airport Improvement Aid, as noted on the Resolution.

Supervisor Culbertson moved, seconded by Supervisor Krueger, for adoption.

ROLL CALL: 36 yes. RESOLUTION NO. 143—2025-26 IS ADOPTED.

Ordinance No. I—2025-26 – Legislative/Audit and Human Resources Committee. Approve the amendments to Chapter 2 of the Outagamie County Code of Ordinances, pertaining to the Special Meetings of the County Board; Finance Committee Duties; Budgetary and Policy Jurisdiction; and Property, Airport, Recreation and Economic Development Committee Duties, as noted on the Ordinance.

Supervisor Spears moved, seconded by Supervisor Kostelny, for adoption.

ROLL CALL: 36 yes. ORDINANCE NO. I—2025-26 IS ADOPTED.

Ordinance No. J—2025-26 – Finance Committee. Approve to amend the Outagamie County Code Ordinances for Sec. 2-164 Tax Incremental District and Sec. 2-165 Committee to Request Vote Regarding Formation of District, as noted on the Ordinance.

Supervisor Croatt moved, seconded by Supervisor Cuff, for adoption.

ROLL CALL: 27 yes, 9 no (Krueger, Hermes, Zabronsky, Mitchell, Klemp, Janke, Monfils, Winterfeldt, Rettler). ORDINANCE NO. J—2025-26 IS ADOPTED.

CLOSED SESSION PURSUANT TO STATE STATUTE 19.85(1)(g) CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED AS IT PERTAINS TO THE JEFF SCOTT OLSON LAW FIRM REPRESENTING MR. NAVTEJ BHANDARI.

Supervisor Croatt moved, seconded by Supervisor Wegand, to enter into Closed Session as noted above.

ROLL CALL: 36 yes. COUNTY BOARD ENTERS CLOSED SESSION AT 8:05 P.M.

END CLOSED SESSION AND RESUME REGULAR COMMITTEE BUSINESS –

Supervisor MacDonald moved, seconded by Supervisor Culbertson, to end Closed Session and resume normal business.

ROLL CALL: 36 yes. COUNTY BOARD ENDS CLOSED SESSION 8:47 P.M.

NEW BUSINESS Continued:

Resolution No. 144—2025-26 – Finance Committee. Authorize and approve the claim settlement agreement with The Jeff Scott Olson Law Firm representing Mr. Navtej Bhandari, which includes full and final payment of the County's liability insurance coverage of \$400,000 and the County will erect a memorial bench in honor of Mr. Navtej Bhandari's spouse Xee Yang, as noted in the Resolution.

Supervisor Croatt moved, seconded by Supervisor Lawrence, for adoption.

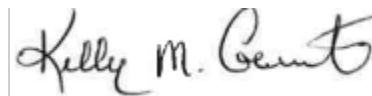
ROLL CALL: 35 yes, 1 no (Janke). RESOLUTION NO. 144—2025-26 IS ADOPTED.

REPORTS – None.

ADJOURNMENT –

Supervisor Thyssen moved, seconded by Supervisor Koury to adjourn until January 27, 2026 at 7:00 p.m. VOICE VOTE CARRIED UNANIMOUSLY.

The meeting adjourned at 8:49 p.m.



Kelly Gerrits, County Clerk

ROLL CALL SUMMARY JANUARY 13, 2026 COUNTY BOARD MEETING

DIST./NAME	NO. OF ROLL CALLS TAKEN THIS MEETING	NO. VOTES CAST THIS MEETING	CUMULATIVE CALLS TAKEN THIS TERM	NO. VOTES CAST THIS TERM
1. Thompson	14	14	256	202
2. Johnson	14	14	256	177
3. Smith	14	14	256	228
4. Patience	14	14	256	256
5. Gabrielson	14	14	256	256
6. Kostelny	14	14	256	256
7. Hammen	14	14	256	229
8. Lawrence	14	14	256	187
9. Krueger	14	14	256	199
10. Lamers	14	14	256	220
11. Ferguson	14	14	256	256
12. McCabe	14	14	256	222
13. Wegand	14	14	256	159
14. Hermes	14	14	256	218
15. MacDonald	14	14	256	131
16. Zabronsky	14	14	159	148
17. Croatt	14	14	256	229
18. Spears	14	14	256	256
19. Heiser	14	14	256	256
20. Mitchell	14	14	256	252
21. Cuff	14	14	256	201
22. Hagen	14	14	256	256
23. Klemp	14	14	256	233
24. Thiede	14	14	256	256
25. Janke	14	14	256	214
26. Weinberg	14	14	256	232
27. Culbertson	14	14	256	212
28. Monfils	14	14	256	216
29. Winterfeldt	14	14	256	211
30. Nejedlo	14	14	256	256
31. Clegg	14	14	256	256
32. Thyssen	14	14	256	151
33. VanderHeiden	14	14	256	256
34. Rettler	14	14	256	189
35. Koury	14	14	256	155
36. Lautenschlager	14	14	256	256

Member(s) absent: NONE

* * MINUTES * *
* * OUTAGAMIE COUNTY BOARD * *

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The Pledge of Allegiance was led by Chairperson Gabrielson.

MINUTES OF THE DECEMBER 9, 2025 COUNTY BOARD MEETING

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SPECIAL ORDER OF BUSINESS –

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Specifics relayed in the presentation included:

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ESTABLISH ORDER OF THE DAY – None.

COMMUNICATIONS –

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APPOINTMENTS –

County Executive Nelson nomination for reappointment of Jeff Huelsbeck to the Veterans Service Commission; term expires December 8, 2028.

Supervisor Kostelny moved, seconded by Supervisor Lautenschlager, for confirmation of the above-listed reappointment.

ROLL CALL: 36 yes. JEFF HUELSBECK IS REAPPOINTED TO THE VETERANS SERVICE COMMISSION.

REPORT BY THE COUNTY EXECUTIVE – County Executive Thomas Nelson provided an Administrative Update.

UNFINISHED BUSINESS –

Resolution No. 86—2025-26 – Legislative/Audit and Human Resources Committee. With the Outagamie County Coroner's current term ending on January 4th, 2027, approve the request to change the Outagamie County Coroner's Office to the Outagamie County Medical Examiner's Office; the Medical Examiner will be statutorily required to perform the same duties as the Coroner but would be an administrative employee, appointed by the board, under the supervision of the County Executive; with no immediate fiscal impact as this will only affect future budgets, as detailed on the resolution.

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Supervisor Spears moved, seconded by Supervisor Patience, for adoption.

ROLL CALL: 31 yes, 5 no (Ferguson, Hermes, Klemp, Janke, Winterfeldt). RESOLUTION NO. 86—2025-26 IS ADOPTED.

NEW BUSINESS –

Resolution No. Z-11—2025-26 – Agriculture, Extension Education, Zoning and Land Conservation Committee. Approve the rezone request for Todd and Linda Zak, for a portion of parcel 070047900, from the Exclusive Agriculture District to the General Agriculture District, in the Town of Deer Creek, as depicted on the attached review and map.

Supervisor VanderHeiden moved, seconded by Supervisor Rettler, for adoption.

ROLL CALL: 36 yes. RESOLUTION NO. Z-11—2025-26 IS ADOPTED.

Resolution No. 139—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to authorize the Highway Commissioner to enter into a State/Municipal Financial Agreement for the WIS 441 mainline improvement project, including the I-41/WIS 441 Interchange, as noted on the attached State/Municipal Financial Agreements for a State-Let Highway Project, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.

Supervisor Hagen moved, seconded by Supervisor Nejedlo, for adoption.

ROLL CALL: 35 yes, 1 no (Winterfeldt). RESOLUTION NO. 139—2025-26 IS ADOPTED.

Resolution No. 140—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to authorize the Highway Commissioner to enter into a State/Municipal Financial Agreement for the associated I-41 mainline improvement project as noted on the attached State/Municipal Financial Agreement for a State-Let Highway Project, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.

Supervisor Clegg moved, seconded by Supervisor Nejedlo, for adoption.

ROLL CALL: 36 yes. RESOLUTION NO. 140—2025-26 IS ADOPTED.

Resolution No. 141—2025-26 – Highway, Recycling and Solid Waste Committee. Approve to authorize the Highway Commissioner to enter into a State/Municipal Agreement for the CTH S & CTH U intersection project, as noted on the attached State/Municipal Agreement for a State-Let Highway Safety Improvement Program Project document, and authorize funding for the county share of the project costs to be included in future budgets, as noted on the attached fiscal note.

Supervisor Wegand moved, seconded by Supervisor Thiede, for adoption.

ROLL CALL: 36 yes. RESOLUTION NO. 141—2025-26 IS ADOPTED.

Resolution No. 142—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve to increase the Plamann Park line items of Rec Fees Misc and Purchased Services IT Maintenance Contract by \$34,000 each, to purchase a Recreational Management Software program for the Parks Department, as noted on the attached fiscal note.

Supervisor Culbertson moved, seconded by Supervisor Cuff, for adoption.

ROLL CALL: 35 yes, 1 no (Ferguson). RESOLUTION NO. 142—2025-26 IS ADOPTED.

Resolution No. 143—2025-26 – Property, Airport, Recreation and Economic Development Committee. Approve the request to petition the Secretary of Transportation for Airport Improvement Aid, as noted on the Resolution.

Supervisor Culbertson moved, seconded by Supervisor Krueger, for adoption.

ROLL CALL: 36 yes. RESOLUTION NO. 143—2025-26 IS ADOPTED.

Ordinance No. I—2025-26 – Legislative/Audit and Human Resources Committee. Approve the amendments to Chapter 2 of the Outagamie County Code of Ordinances, pertaining to the Special Meetings of the County Board; Finance Committee Duties; Budgetary and Policy Jurisdiction; and Property, Airport, Recreation and Economic Development Committee Duties, as noted on the Ordinance.

Supervisor Spears moved, seconded by Supervisor Kostelny, for adoption.

ROLL CALL: 36 yes. ORDINANCE NO. I—2025-26 IS ADOPTED.

Ordinance No. J—2025-26 – Finance Committee. Approve to amend the Outagamie County Code Ordinances for Sec. 2-164 Tax Incremental District and Sec. 2-165 Committee to Request Vote Regarding Formation of District, as noted on the Ordinance.

Supervisor Croatt moved, seconded by Supervisor Cuff, for adoption.

ROLL CALL: 27 yes, 9 no (Krueger, Hermes, Zabronsky, Mitchell, Klemp, Janke, Monfils, Winterfeldt, Rettler). ORDINANCE NO. J—2025-26 IS ADOPTED.

CLOSED SESSION PURSUANT TO STATE STATUTE 19.85(1)(g) CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED AS IT PERTAINS TO THE JEFF SCOTT OLSON LAW FIRM REPRESENTING MR. NAVTEJ BHANDARI.

Supervisor Croatt moved, seconded by Supervisor Wegand, to enter into Closed Session as noted above.

ROLL CALL: 36 yes. COUNTY BOARD ENTERS CLOSED SESSION AT 8:05 P.M.

END CLOSED SESSION AND RESUME REGULAR COMMITTEE BUSINESS –

Supervisor MacDonald moved, seconded by Supervisor Culbertson, to end Closed Session and resume normal business.

ROLL CALL: 36 yes. COUNTY BOARD ENDS CLOSED SESSION 8:47 P.M.

NEW BUSINESS Continued:

Resolution No. 144—2025-26 – Finance Committee. Authorize and approve the claim settlement agreement with The Jeff Scott Olson Law Firm representing Mr. Navtej Bhandari, which includes full and final payment of the County's liability insurance coverage of \$400,000 and the County will erect a memorial bench in honor of Mr. Navtej Bhandari's spouse Xee Yang, as noted in the Resolution.

Supervisor Croatt moved, seconded by Supervisor Lawrence, for adoption.

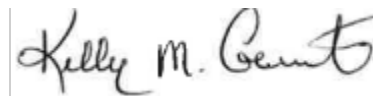
ROLL CALL: 35 yes, 1 no (Janke). RESOLUTION NO. 144—2025-26 IS ADOPTED.

REPORTS – None.

ADJOURNMENT –

Supervisor Thyssen moved, seconded by Supervisor Koury to adjourn until January 27, 2026 at 7:00 p.m.
VOICE VOTE CARRIED UNANIMOUSLY.

The meeting adjourned at 8:49 p.m.



Kelly Gerrits, County Clerk

ROLL CALL SUMMARY JANUARY 13, 2026 COUNTY BOARD MEETING				
DIST./NAME	NO. OF ROLL CALLS TAKEN THIS MEETING	NO. VOTES CAST THIS MEETING	CUMULATIVE CALLS TAKEN THIS TERM	NO. VOTES CAST THIS TERM
1. Thompson	14	14	256	202
2. Johnson	14	14	256	177
3. Smith	14	14	256	228
4. Patience	14	14	256	256
5. Gabrielson	14	14	256	256
6. Kostelny	14	14	256	256
7. Hammen	14	14	256	229
8. Lawrence	14	14	256	187
9. Krueger	14	14	256	199
10. Lamers	14	14	256	220
11. Ferguson	14	14	256	256
12. McCabe	14	14	256	222
13. Wegand	14	14	256	159
14. Hermes	14	14	256	218
15. MacDonald	14	14	256	131
16. Zabronsky	14	14	159	148
17. Croatt	14	14	256	229
18. Spears	14	14	256	256
19. Heiser	14	14	256	256
20. Mitchell	14	14	256	252
21. Cuff	14	14	256	201
22. Hagen	14	14	256	256
23. Klemp	14	14	256	233
24. Thiede	14	14	256	256
25. Janke	14	14	256	214
26. Weinberg	14	14	256	232
27. Culbertson	14	14	256	212
28. Monfils	14	14	256	216
29. Winterfeldt	14	14	256	211
30. Nejedlo	14	14	256	256
31. Clegg	14	14	256	256
32. Thyssen	14	14	256	151
33. VanderHeiden	14	14	256	256
34. Rettler	14	14	256	189
35. Koury	14	14	256	155
36. Lautenschlager	14	14	256	256

Member(s) absent: NONE

RESOLUTION NO.: Z-12—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Town of Grand Chute has adopted a comprehensive Zoning Ordinance separate from
2 that of Outagamie County. Section 60.62 (3) of the Wisconsin State Statutes require that
3 all zoning amendments made by the Town of Grand Chute be approved by Outagamie
4 County before they are effective. The Outagamie County Development and Land Services
5 Staff and Zoning Committee both recommend approval.
6

7 NOW THEREFORE, the undersigned members of the Agriculture, Extension Education, Zoning
8 and Land Conservation Committee recommend adoption of the following resolution.

9 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of the
10 proposed rezoning request for Bluemound Properties LLC. The proposed rezoning is for parcel
11 103100900, from the LC- Local Commercial District to R3- Single Family Attached Residence District.
12 The parcel is located at the Intersection of County Rd AA and W Glenpark Dr, Unit 104 of the Bluemound
13 Commercial Condominium Plat, in the Town of Grand Chute, Outagamie County, WI, as depicted on the
14 attached review and map, which by reference are made a part hereof, and

15 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a certified
16 copy of this resolution to the Outagamie County Zoning Administrator, the Town of Grand Chute Clerk,
17 the Town of Grand Chute Community Development Director, and the Town of Grand Chute Community
18 Development Administrative Assistant.

19 Dated this ____ day of January 2026
20
21
22
23
24
25
26
27

Respectfully Submitted,

AGRICULTURE, EXTENSION
EDUCATION, ZONING & LAND
CONSERVATION COMMITTEE

Debra Vander Heiden

Mike Janke

Jayme Heiser

Daniel Rettler

Mark Mitchell

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive



**Department of Development and Land Services
Planning & Zoning | GIS & Land Information**
320 S. Walnut St. | Appleton, WI 54911
Outagamie County Government Center, 3rd Floor
Phone: (920) 832-5255 Fax: (920) 832-4770
www.outagamie.org

MEMORANDUM

TO: Outagamie County Zoning Committee
FROM: Austin Dyb, Land Use Specialist
DATE: December 30, 2025
RE: PL202500575: Rezoning – Town, Review and Recommendation

Application Details:

Applicant and Owner: The Town of Grand Chute, Applicant on behalf of Bluemound Properties LLC (Owner)
Request: Rezoning - Town
Parcels: 103100900 (Subject Parcel)
Location: Unit 104 of the Bluemound Commercial Condominium Plat
Intersection of County Rd AA and W Glenpark Dr, TOWN OF GRAND CHUTE
Public Hearing: December 16th, 2025 - held by the Town of Grand Chute

Background and Analysis:

Outagamie County received a Town Rezoning request from the Town of Grand Chute, as depicted on the attached Rezoning Map. The proposal would rezone the subject parcel from LC – Local Commercial District to R3 – Single Family Attached Residence District. The rezoning is intended to allow for the development of single family attached residential buildings on the property.

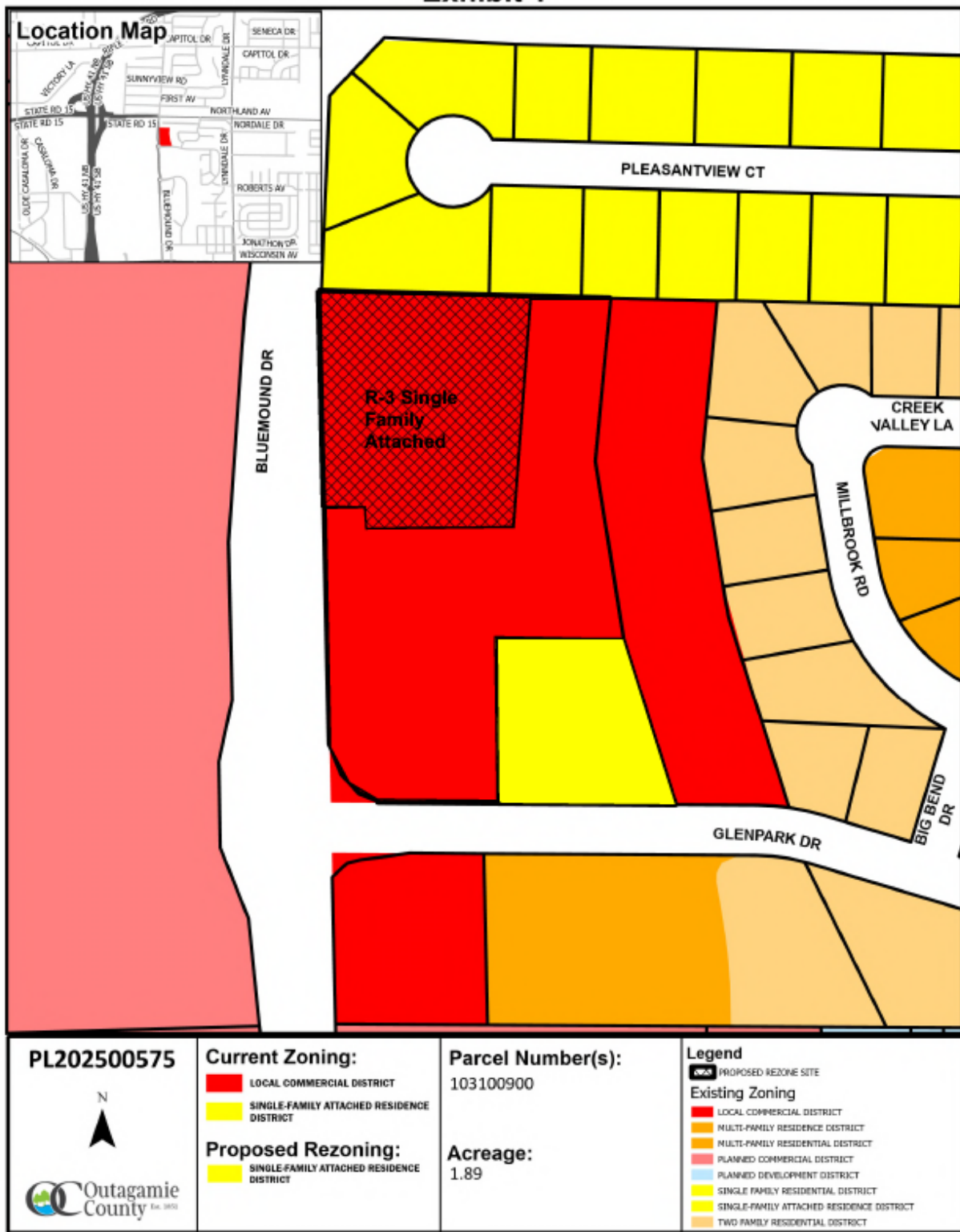
The property to the north is zoned RSF Single Family Residential, and the property to the east is zoned R2 Multifamily Residential. The Fox Valley Technical College campus is located to the west of the subject property and to the south is an existing dental office.

The Town of Grand Chute exercises village powers and has adopted General Town Zoning. The Town of Grand Chute found the proposed rezoning to be consistent with the urban designation for this property, as identified in the Town of Grand Chute Comprehensive Plan. The Town Board voted to approve the rezoning request on December 16, 2025.

Staff Recommendation:

Based on County staff's review of this proposed Town Rezoning, Staff recommends to approve the rezoning of parcel 103100900 from LC – Local Commercial District to R3 – Single Family Attached Residence District

Exhibit 1





5/
6.

**PLAN COMMISSION
AGENDA MEMORANDUM**

MEETING DATE: December 16, 2025
FROM: Michael Patza, Community Development Director
TYPE: Rezoning
APPLICATION NO: Z-05-2025
APPLICANT: Bluemound Properties, LLC
ADDRESS: East of N. Bluemound Drive
TAX PARCEL ID: 103-100900

REQUEST

Applicant request to rezone Unit 104 of the Bluemound Commercial Condominium Plat from CL Local Commercial District to R-3 Single-Family Attached Residence District.

Background Information/Analysis: The rezone is requested to allow development of single-family attached residential buildings on the property. As shown on the attached Schematic Site Plan, access to the residential buildings would be from the existing private drive that serves other properties within the condominium development.

Property to the north is zoned RSF Single-Family Residential District and to the east is R-2 Two-Family Residence District. To the west, across N. Bluemound Drive, is the Fox Valley Technical College Campus and to the south is the existing dental office that is part of the condominium. The rezoning of this property to an R-3 Single-Family Attached Residence District is consistent with the Urban designation for this district as identified in the Town of Grand Chute Comprehensive Plan.

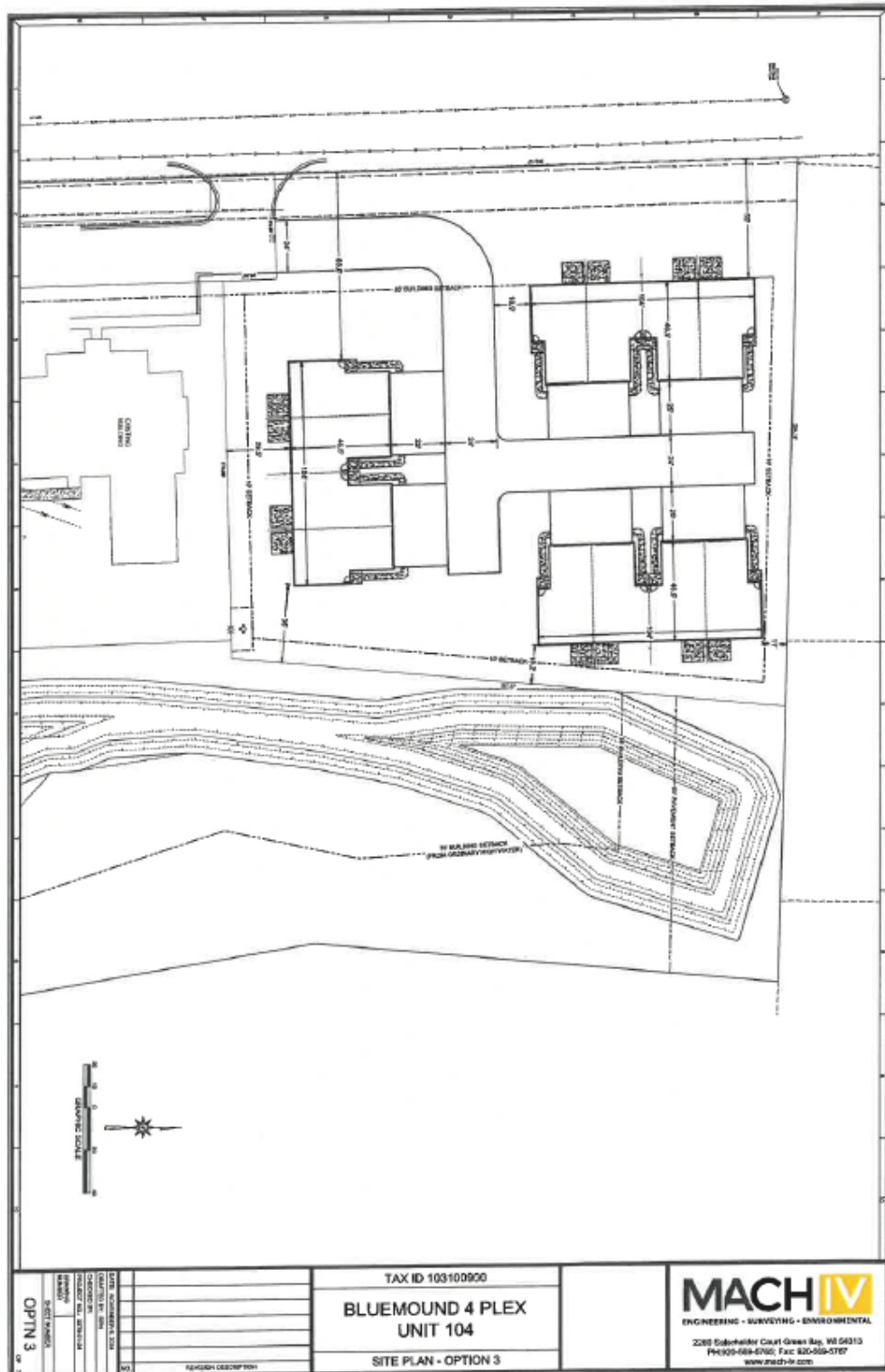
Approval of a Site Plan and compliance with/potential amendments to the underlying condominium documentation to accommodate the residential buildings will be required prior to site development.

Recommended Action: Staff has reviewed and supports a Plan Commission recommendation to rezone Unit 104 of the Bluemound Commercial Condominium Plat (Parcel Number 103-100900) from CL Local Commercial District to R-3 Single-Family Attached Residence District. (Ordinance No. O-11-2025)

Z-05-2025 -- Location Map







**TOWN OF GRAND CHUTE
OUTAGAMIE COUNTY, WISCONSIN
O-11-2025**

AN ORDINANCE OF THE TOWN BOARD OF THE TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY LOCATED EAST OF N. BLUEMOUND DRIVE FROM CL LOCAL COMMERCIAL DISTRICT TO R-3 SINGLE-FAMILY ATTACHED RESIDENCE DISTRICT.

WHEREAS, Chapter 535 of the Town of Grand Chute Municipal Code provides for establishment of the Official Town Zoning Atlas, upon which all zoning district classifications are mapped; and,

WHEREAS, the Town of Grand Chute has determined the need to amend said Official Zoning Atlas for purposes of changing the zoning classification for property located within the Town.

NOW, THEREFORE, BE IT ORDAINED by the Town Board of Supervisors of the Town of Grand Chute, Outagamie County, Wisconsin, that Chapter 535 of the Code of General Ordinances for the Town of Grand Chute is hereby amended by changing the zoning classification of property located east of N. Bluemound Drive from CL Local Commercial District to R-3 Single-Family Attached Residence District.

Said property further described as follows:

Unit 104 of the Bluemound Commercial Condominium Plat, Document Number 1847128, being located in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, T21N-R17E, Town of Grand Chute, Outagamie County, Wisconsin. Tax Key Parcel Number 103-100900.

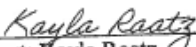
Dated this 16 day of December, 2025.

This ordinance shall take effect and be in full force from and after its passage and publication or posting.

I hereby certify that the foregoing ordinance was duly adopted by a majority of the Town Board with a quorum present at a properly noticed meeting.

Town of Grand Chute


By: Beth English
Town Chair


Attest: Kayla Raatz
Town Clerk



Department of Community Development

NOTICE OF:

PLAN COMMISSION & TOWN BOARD DECISION

Meeting date: PC and TB 12/16/2025

File# Z-05-2025
At: Unit 104 Bluemound Commercial Condominium Plat
RE: Rezoning (CL to R-3)
Parcel: 103-100900

Bluemound Properties LLC

mandulwt@gmail.com

Kgolden2@live.com

Kip.golden@ricecompanies.com

The Town of Grand Chute approved the Rezoning (Z-05-2025) requested by Bluemound Properties LLC, to rezone Unit 104 of the Bluemound Commercial Condominium Plat (Tax Key Parcel Number 103-100900), from CL Local Commercial District to R-3 Single-Family Attached Residence District.

\s\ Michael Patza
Community Development Director

attachment

RESOLUTION NO.: 145—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Land Conservation, Highway, Parks, and Development and Land Services (DLS)
2 departments request to purchase 117 acres of agricultural land in the Town of Bovina,
3 Outagamie County, for the purpose of establishing a Wetland Mitigation Bank. The Land
4 Conservation Department will work to establish wetlands at the site under the direction of
5 the Wisconsin Department of Natural Resources (WDNR) and US Army Corps of
6 Engineers. The WDNR will issue credits for successfully created wetlands, which the
7 county can use to offset infrastructure projects that impact wetlands or sell for cash to
8 others to offset their wetland impact. There is no additional county funding required, as
9 the monies have been included in the 2025 capital budget.

10
11 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and
12 Economic Development Committee recommend adoption of the following resolution.

13 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the Land
14 Conservation, Highway, Parks, and Development and Land Services (DLS) departments to purchase 117
15 acres of agriculture land in the Town of Bovina, Outagamie County, for the purpose of establishing a
16 Wetland Mitigation Bank, with no additional county funding required, as the monies have been included
17 in the 2025 capital budget, as noted on the attached fiscal note, which by reference is made a part hereof,
18 and

19 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
20 this resolution to the Outagamie County Land Conservation Director, the Outagamie County Parks
21 Director, the Outagamie County Highway Commissioner, the Outagamie County Development and Land
22 Services Director, and the Outagamie County Finance Director.

23 Dated this _____ day of January 2026.
24
25
26
27
28
29

Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jason Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1675), Controller (1674) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Request for Outagamie County to Purchase Land for Wetland Mitigation Bank

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

Land Conservation, Highway, Parks, and DLS wish to purchase 117 acres of agricultural land in the Town of Bovina for the purpose of establishing a Wetland Mitigation Bank. Land Conservation will work to establish wetlands at the site under the direction of WDNR and US Army Corps of Engineers. The WDNR will issue credits for successfully created wetlands, which the county can use to offset infrastructure projects that impact wetlands or sell for cash to others to offset their wetland impact.

Current Year Budget Impact (Check one or more of the following boxes)☐

Revenues

☒

Expenses (Cost)

☐

None

3. Is the specific cost or revenue included in the current year's budget? yes (☒) no (☐) partially (☐)

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes (☐) no (☐) n/a (☒)

5. Is the proposal to accept additional revenues only? yes (☐) no (☒)

6. Does this request modify/adjust the current year budget? yes (☐) no (☒)
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
Included in 2025 capital budget			

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (☐) no (☐) n/a (☒)

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost N/A
Annual Revenue N/A

Fiscal Note Prepared by: Kevin Englebert, DLS Director

For Financial Services purposes only

Reviewed By: <i>Michelle Wittenbrock</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <table> <tr> <th>Detail Expenditures Account Number</th> <th>Amount</th> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Detail Expenditures Account Number	Amount	_____	_____	_____	_____
Detail Expenditures Account Number		Amount					
_____	_____						
_____	_____						
Date: 12/1/2025							
Comments:							

RESOLUTION NO.: 146—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

Outagamie County has conditionally accepted an Offer to Purchase from Sheryl Wiese, Roger Wiese, and Justin Wiese for county owned property that was purchased as part of the right of way acquisition process for the CTH N reconstruction project. A resolution is required to accept the sale and a budget adjustment is required to accept the proceeds of the sale and allocate the funds.

This resolution is to authorize the sale of the property and to accept the sale price and apply back to the project. The sale price is \$290,000 with a seller concession of \$7,250.

NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic Development Committee recommend adoption of the following resolution.

BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the Residential Offer to Purchase, as amended by the Counter Offer of real estate located at N321 County Road N in the Town of Buchanan, as noted on the attached WB-11 Residential Offer to Purchase and WB-44 Counter-Offer and attachments, which by reference are made a part hereof, and

BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve of the \$290,000 purchase price and increase the CTH N – CTH KK to CTH CE Operating Expenses line item and Non CRB – HWY Intra County line item by \$282,750 each as noted on the attached fiscal note, which by reference is made a part hereof, and

BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of this resolution to the Outagamie County Highway Commissioner, the Outagamie County Development and Land Services Director, and the Outagamie County Finance Director.

Dated this _____ day of January 2026.

Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jason Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed: _____

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____

County Executive

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Sale of Property on CTH N

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

As part of the CTH N reconstruction project, property was purchased in the right of way acquisition process. The request is to authorize the sale of the property and to accept the sale price and apply back to the project. The sale price is \$290,000 with a seller concession of \$7,250.

Current Year Budget Impact (Check one or more of the following boxes)

☒ Revenues ☒ Expenses (Cost) ☐ None

3. Is the specific cost or revenue included in the current year's budget? yes () no () n/a (x)

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (x)

5. Is the proposal to accept additional revenues only? yes () no (x)

6. Does this request modify/adjust the current year budget? yes (x) no ()
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)
The project on

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
CTH N – CTH KK to CTH CE	Operating Expenses	6005827.5001	282,750
CTH N – CTH KK to CTH CE	Non CRB – HWY Intra County	6005827.4415.15	282,750

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (x) no () n/a ()

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue 0

Fiscal Note Prepared by: Richard Hammen

For Financial Services purposes only

Reviewed By:
Debbie Mitchell

If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:
Detail Expenditure Account Number Amount

dotloop signature verification: d3lpus/fkDH-i0Sy-Kq7g

Approved by Wisconsin Real Estate Examining Board
5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)**WB-44 COUNTER-OFFER**Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

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

1 The Offer to Purchase dated 01/06/2025 and signed by Buyer Sheryl Wiese Roger Wiese
2 Justin Wiese for purchase of real estate at N321 County Rd N, Appleton, WI 54915-9456
3 _____ is rejected and the following Counter-Offer is hereby made.

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

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

7 This offer is contingent upon the Outagamie County Board approving final purchase price at board meeting at or around
8 Jan 27, 2026. All other terms to remain unchanged.

28 The attached _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
31 making the Counter-Offer on or before 01/09/2026 (Time is of
32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
33 unless otherwise provided in this Counter-Offer.
34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
35 **provided at lines 30-32.**

36 This Counter-Offer was drafted by Jenelle Bruno First Weber, Inc. on 01/07/2026

37 _____ Licensee and Firm _____ Signed by: _____ Date ▲
38 (x) Sheryl Wiese dotloop verified 01/09/26 11:44 AM CST JSP0-1QGR-P7J5-KJLR Date ▲ (x) Thomas Nelson 1/9/2026
39 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
40 Print name ▶ Sheryl Wiese Print name ▶ Thomas Nelson on behalf of Outagamie County
41 _____ Outagamie County Executive

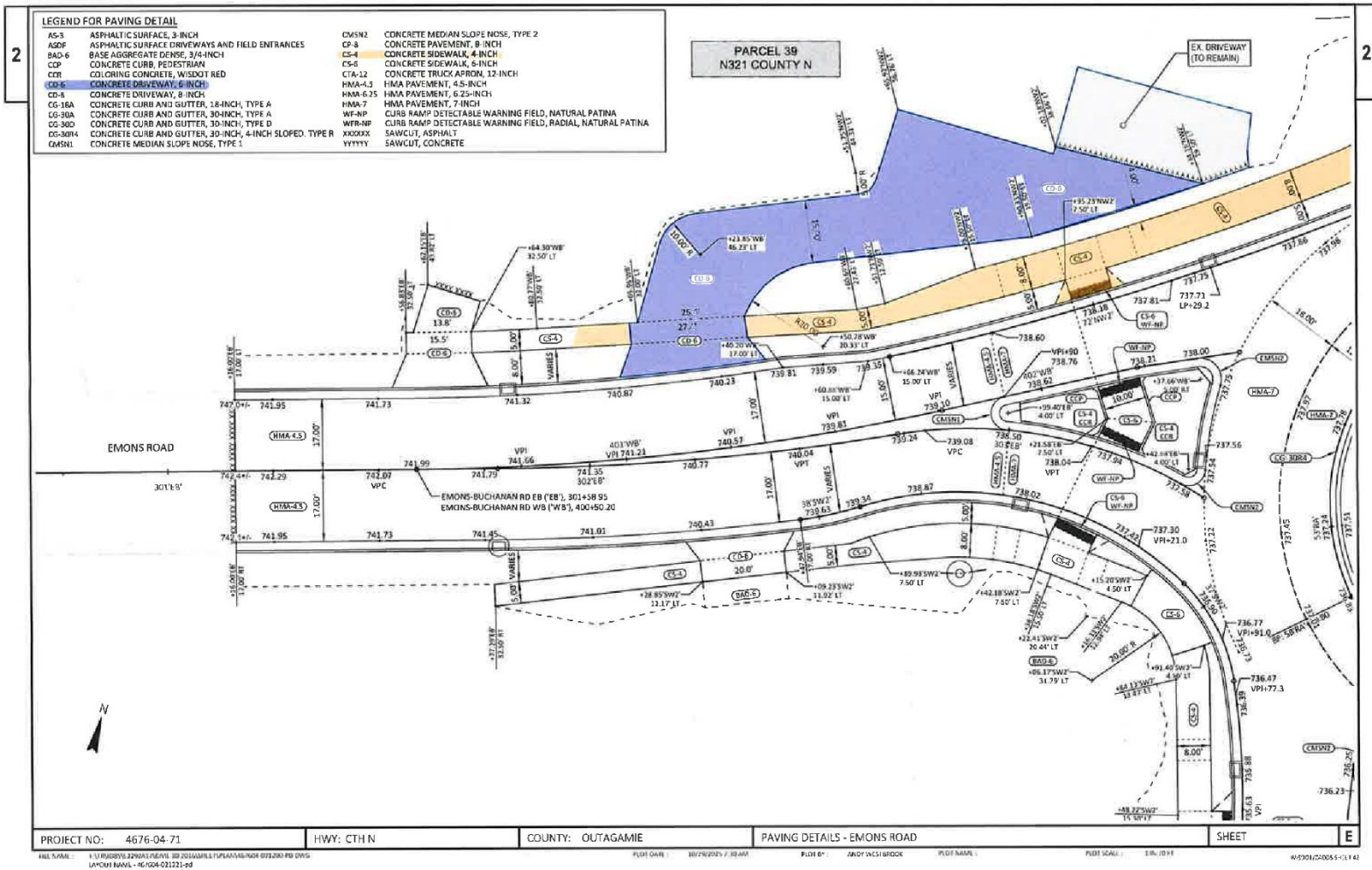
41 (x) Roger Wiese dotloop verified 01/09/26 11:43 AM CST XBSM-2B3W-8CXI-SNGJ Date ▲
42 Buyer's Signature ▲ Date ▲
43 Print name ▶ Roger Wiese Justin Wiese dotloop verified 01/09/26 1:01 PM CST JWM-TNNG-P0LH-CHNS me ▶

44 This Counter-Offer was presented by Emily Wiese- LPT Realty on 01/09/2026
45 _____ Licensee and Firm ▲ Date ▲

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

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

Exhibit A



LEGEND FOR PAVING DETAIL

AS-3	ASPHALTIC SURFACE, 3-INCH
ASDF	ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES
BAO-6	BASE AGGREGATE DENSE, 3/4-INCH
COP	CONCRETE CURB, PEDESTRIAN
CCR	COLORING CONCRETE, WISDOT RED
CD-5	CONCRETE DRIVEWAY, 5-INCH
CD-8	CONCRETE DRIVEWAY, 8-INCH
CG-16A	CONCRETE CURB AND GUTTER, 18-INCH, TYPE A
CG-30A	CONCRETE CURB AND GUTTER, 30-INCH, TYPE A
CG-30D	CONCRETE CURB AND GUTTER, 30-INCH, TYPE D
CG-30H1	CONCRETE CURB AND GUTTER, 30-INCH, 4-INCH SLOPED
CM-SH1	CONCRETE MEDIAN SLOPE NOSE, TYPE 1

CVS12	CONCRETE MEDIAN SLOPE NOSE, TYPE 2
CP-8	CONCRETE PAVEMENT, 8-INCH
CS-4	CONCRETE SIDEWALK, 4-INCH
CS-6	CONCRETE SIDEWALK, 6-INCH
CT-12	CONCRETE TRUCK APRON, 12-INCH
HMA-4.5	HMA PAVEMENT, 4.5-INCH
HMA-6.25	HMA PAVEMENT, 6.25-INCH
HMA-7	HMA PAVEMENT, 7-INCH
WF-47	CURB RAMP DETECTABLE WARNING FIELD, NATURAL PATINA
WF-48	CURB RAMP DETECTABLE WARNING FIELD, RURAL, NATURAL PATINA
X0000X	SAWCUT, ASPHALT
YYYYYY	SAWCUT, CONCRETE

PARCEL 39
N321 COUNTY N

EX. DRIVEWAY
(TO REMAIN)

EMONS ROAD

PROJECT NO: 4676-04-71

HWY: CTH N

COUNTY: OUTAGAMIE

PAVING DETAILS - EMONS ROAD

SHEET

	E
--	----------

FILE NAME : F:\RJG8YS\2292AT\NEWS ID 2014\MILLIS\PLAN\46\G04-021200-PD.DWG
LAYOUT NAME : 46/G04-021221-pd

FILED CASE : 10/29/2015 7:10 AM

FLORIAN : ANDY WESTBRO

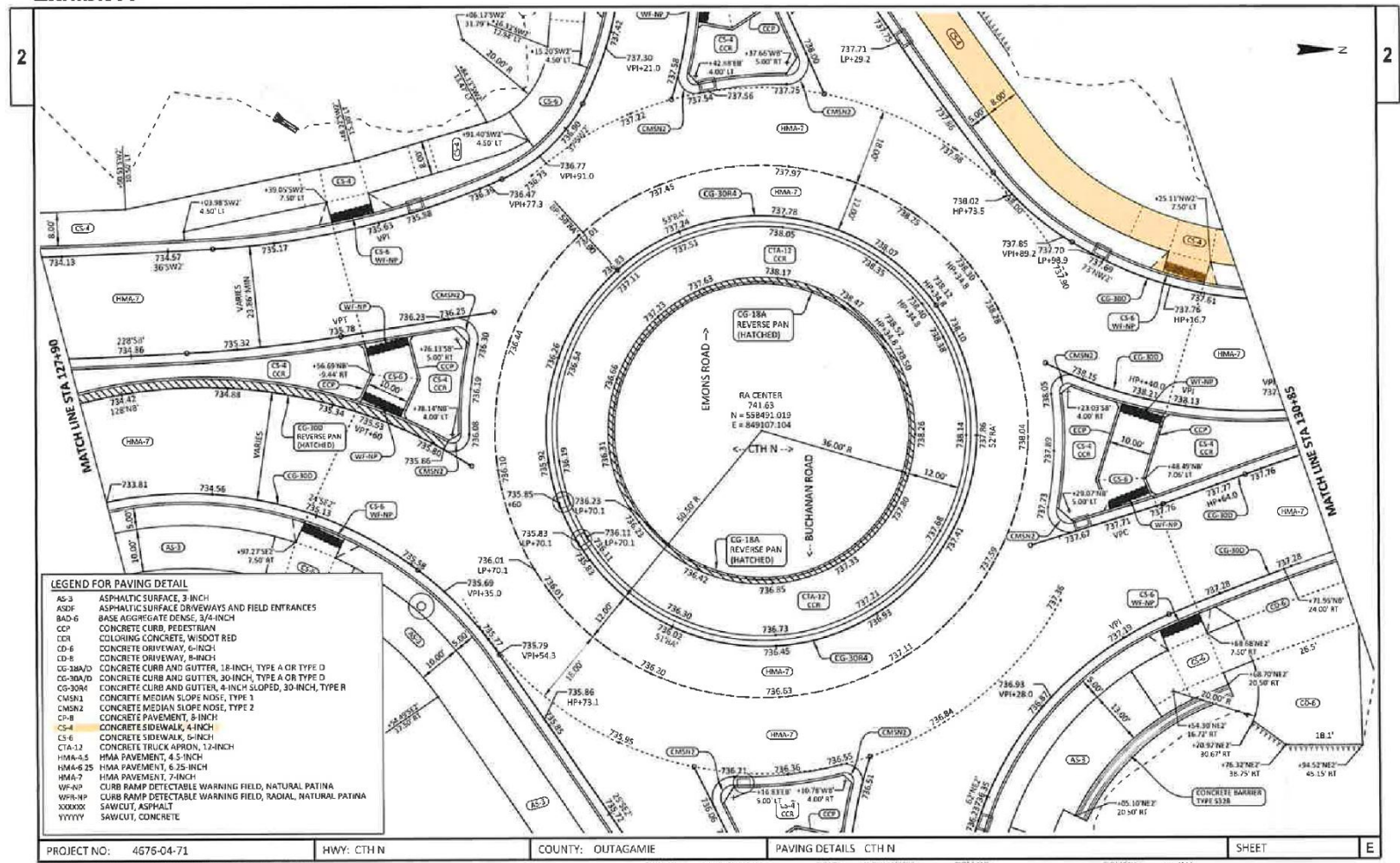
FILE NAME :

PUB SCALE: 2104/1091

W5201/240055-1/1/42

deloop signature verification: <https://deloop.com/verify/146-2025-26>

Exhibit A

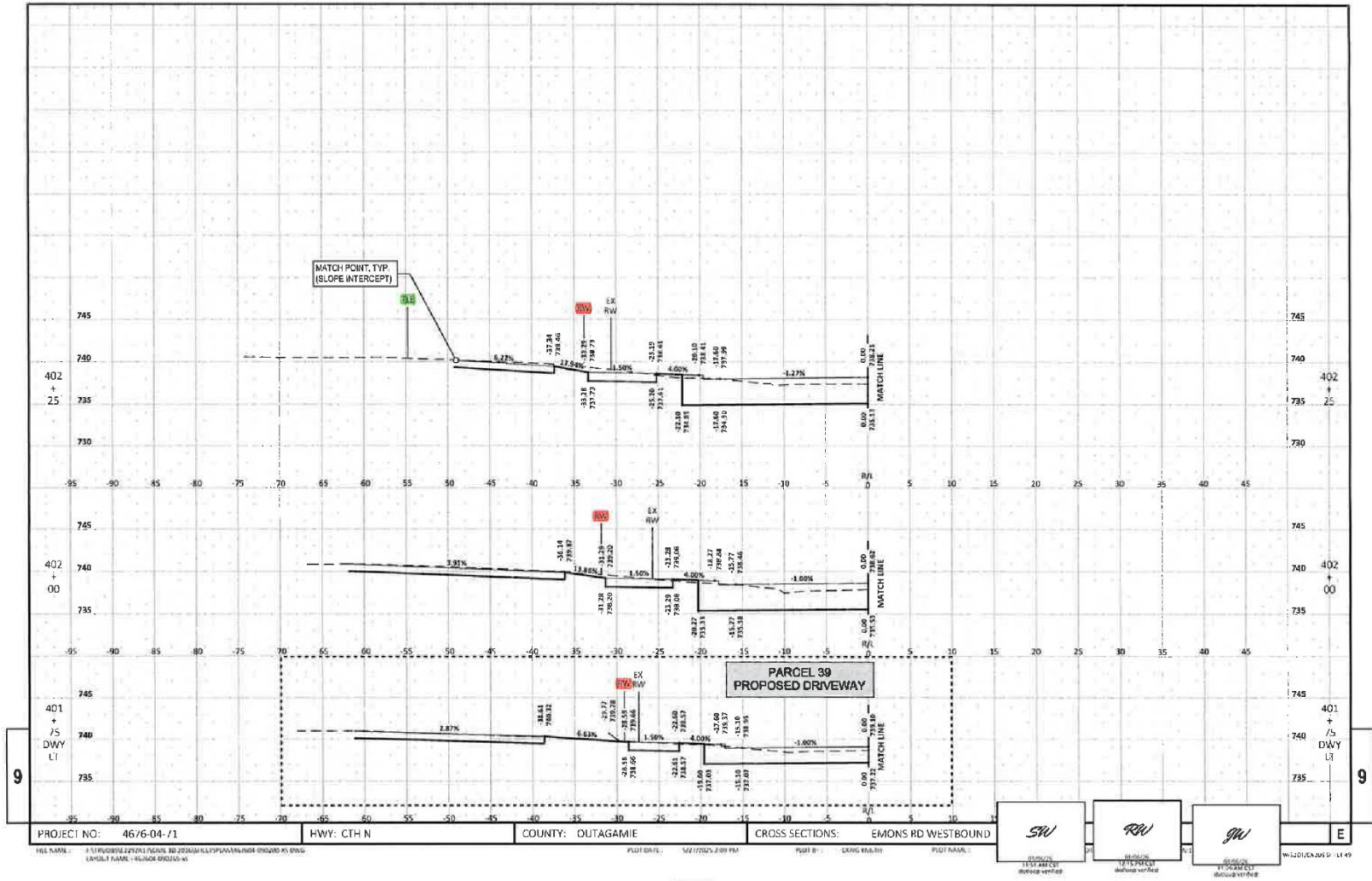


PROJECT NO: 4576-04-71	HWY: CTH N	COUNTY: OUTAGAMIE	PAVING DETAILS CTH N	SHEET	E
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FILE NAME: F:\PROJECTS\4576-04-71\4576-04-71-001\4576-04-71-001-001.DWG
 PRINT DATE: 10/29/2025 10:00 AM
 PRINT BY: JON D. WILSON
 PRINT NAME: JON D. WILSON
 PRINT SCALE: 1/16" = 1'-0"
 W:\001\4576-04-71-001.DWG

duloop signature verification: <https://github.com/duloop/duloop>

Exhibit A



dotloop signature verification: <http://f0D4-IOsy-Kq7p>

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

DISCLOSURE OF MATERIAL ADVERSE FACTS**PROPERTY ADDRESS:** N321 County Rd N, Appleton, WI 54915-9456

I am licensed in the state of Wisconsin as a real estate broker/salesperson **[STRIKE ONE]**. Wisconsin law, per Wis. Stat. § 452.133 and Wis. Admin. Code § RL 24.07(2)-(3), requires real estate licensees to make prompt written disclosures to buyers and sellers regarding material adverse facts and regarding information suggesting the possibility of material adverse facts. In other words, the law says that I should make sure you know about certain possible problems that have not yet been reported to you by the other parties, licensees or professional inspectors.

An adverse fact is a condition or occurrence that is generally recognized by a competent real estate licensee as having a significant, adverse affect on the value of the property, as significantly reducing the structural integrity of the property, or as presenting a significant health risk to the property's occupants. An adverse fact also includes information that indicates that a party is not able or does not intend to fulfill his or her contractual obligations under the offer to purchase or other contract.

An adverse fact is material if a party indicates it is significant to them, or if it is generally recognized by a competent real estate licensee as being significant to a reasonable party, to the extent that it would impact whether or not the party enters into an offer to purchase or the party's decision about what terms and conditions should be in such a contract.

As a Wisconsin real estate licensee, I am thereby obligated by law to disclose the following information indicating a material adverse fact or suggesting the possibility of a material adverse fact: Property and parcel will be directly affected as indicated on "Exhibit A" by upcoming road construction projects approved by Outagamie County. Project documentation and drawings are included in listing documents on MLS and will be made part of any Offer to Purchase considered by Outagamie County.

(Plainly state only the facts without drawing conclusions or making predictions. Attach supporting reports and documentation.)

It is recommended that the sellers and buyers in this transaction obtain professional assistance to conduct appropriate property inspections, testing and other investigations regarding this information. The licensees in this transaction will draft inspection, testing or investigation contingencies, amendments, notices and other documents pertaining to the offer to purchase as directed by the parties.

Sellers and buyers should contact their attorneys with any questions concerning their legal rights and obligations.

Jenelle Bruno
254347500200460
Licensee Signature ▲

Jenelle Bruno

Print Licensee Name Here ▲

First Weber, Inc.
Broker/Firm Name ▲

12/12/2025

Date ▲

By initialing and dating below, I acknowledge that I have received and read this disclosure form.

SW RW JW
01/06/26 01/06/26 01/06/26
dotloop verified dotloop verified dotloop verified

01/06/2026

Date ▲

Copyright © 2009 Wisconsin REALTORS® Association; Drafted by Attorney Debra Peterson Conrad

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

dotloop signature verification: dlo.us/fc3H4Osy-Kq7u



January 05, 2026

Name: Sheryl Wiese and Roger Wiese

Address: 1328 Fair Rd. Greenleaf, WI

Dear: Sheryl Wiese and Roger Wiese,

GreenLeaf Bank is pleased to advise that your loan request has been pre-qualified subject to the following terms and conditions:

- | | |
|-----------------------------|---|
| 1. Borrower: | Name: Sheryl Wiese and Roger Wiese |
| 2. Maximum purchase price: | Up to \$305,000 |
| 3. Term: | TBD |
| 4. Verification: | Collateral documentation |
| 5. Purpose: | Purchase Single Family Residence |
| 6. Collateral for the Loan: | TBD |
| 7. Expiration: | This proposal shall expire on May 31st, 2026 or such later date as we may approve in writing. |

GreenLeaf Bank is pleased to be of service, and if you have any questions, please do not hesitate to contact me. I look forward to working with you in connection with this loan and our ongoing banking relationship.

Sincerely:

Eric Sipiorski

NMLS# 1654014



www.greenleaf.bank

Mailing Address PO Box 260 Greenleaf, WI 54126

Member FDIC Equal Housing Lender

dotloop signature verification: [dfo,jsrkDh+OSy-Kg/f](#)Approved by the Wisconsin Real Estate Examining Board
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

Page 1 of 11, WB-11

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 01/06/2026 [DATE] IS (AGENT OF BUYER)
 2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Sheryl Wiese, Roger Wiese, and Justin Wiese

4 offers to purchase the Property known as [Street Address] N321 County Rd N

5
 6 in the Town _____ of Buchanan _____, County
 7 of Outagamie _____ Wisconsin (insert additional description, if any, at lines 548-570 or
 8 in an addendum per line 592), on the following terms:

9 **PURCHASE PRICE** The purchase price is _____
 10 two hundred ninety thousand Dollars (\$290000).

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 20-23), and the following additional items: Refrigerator, Oven, Stove

13
 14
 15
 16
 17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.**

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

20
 21
 22
 23
 24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**
 25 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or
 26 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 27 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
 28 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
 29 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units
 30 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor
 31 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting
 32 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central
 33 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;
 34 fences; in-ground pet containment systems including receiver components; storage buildings on permanent foundations
 35 and docks/piers on permanent foundations.

36
 37 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water treatment systems, LP tanks, etc.) on lines 20-23 or at lines 548-570 or in an addendum per line 592).**

38 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
 39 on or before 01/09/2026. Seller may keep the

40 Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

46 **CLOSING** This transaction is to be closed on 02/13/2026

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

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

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55 **EARNEST MONEY**

56 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

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

58 ■ EARNEST MONEY of \$ 2900 will be mailed, or commercially, electronically59 or personally delivered within 5 days ("5" if left blank) after acceptance.

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

61 _____) **STRIKE THOSE NOT APPLICABLE**

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

63 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
64 **attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special**
65 **disbursement agreement.**

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

67 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
68 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
69 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
70 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
71 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
72 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
73 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
74 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
75 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
76 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
77 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.78 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
79 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
80 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
81 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
82 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
83 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
84 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
85 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
86 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
87 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.88 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
89 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
90 this Offer except: N/A91 _____, If "Time is of the Essence" applies to a date or Deadline,
92 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
93 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.94 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units
95 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never
96 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
97 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.
98 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance
99 of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer
100 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind
101 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have
102 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,
103 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional
104 information regarding rescission rights.105 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
106 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in
107 Seller's Real Estate Condition Report dated N/A, which was received by Buyer prior to Buyer signing
108 this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
109 _____110 _____
111 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

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

113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the
114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

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- 115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or
117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke
119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water
123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other
124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic
125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on
126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
130 substances on neighboring properties.
- 131 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
132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned
135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground
137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the
138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,
139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling
143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting
146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving
147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin
152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures
153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited
156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
165 driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance
167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

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176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or
177 excessive sliding, settling, earth movement or upheavals.

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

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

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

193 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection
195 of the Property after the date on line 1 of this Offer that discloses no Defects.

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

198 _____ (list any Property component(s)
199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent
202 inspector or independent qualified third party.

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

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

206 This contingency shall be deemed satisfied unless Buyer, within 15 days ("15" if left blank) after acceptance, delivers
207 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
208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the**
213 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
214 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
215 **of the premises.**

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

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

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

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

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

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

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

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

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

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

227 **N/A** **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the
228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable
229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards
230 indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE**
231 ("Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance delivers
233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi or higher and written notice objecting to
234 the radon level in the report.

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235 ■ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.
236 If Seller has the right to cure, Seller may satisfy this contingency by:
237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,
238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L
240 no later than three days prior to closing.
241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:
242 (1) Seller does not have the right to cure; or
243 (2) Seller has the right to cure but:
244 (a) Seller delivers written notice that Seller will not cure; or
245 (b) Seller does not timely deliver the notice of election to cure.
246 **NOTE: For radon information refer to the EPA at [epa.gov/radon](https://www.epa.gov/radon) or the DHS at dhs.wisconsin.gov/radon.**

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**
248 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
249 Conventional [loan type or specific lender, if any] first mortgage loan commitment as described
250 below, within 28 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
251 232000 for a term of not less than 30 years, amortized over not less than 30 years. Initial
252 monthly payments of principal and interest shall not exceed \$ 1622.18. Buyer acknowledges that lender's
253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
255 to pay discount points in an amount not to exceed % ("0" if left blank) of the loan. If Buyer is using multiple loan
256 sources or obtaining a construction loan or land contract financing, describe at lines 548-570 or in an addendum attached
257 per line 592. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
259 lender's appraiser access to the Property.
260 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
261 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
262 shall be adjusted as necessary to maintain the term and amortization stated above.
263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**
264 ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 7.5 %.
265 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed % . The initial interest rate
266 shall be fixed for months, at which time the interest rate may be increased not more than % ("2" if
267 left blank) at the first adjustment and by not more than % ("1" if left blank) at each subsequent adjustment.
268 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus % ("6" if
269 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.
270 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
273 (even if subject to conditions) that is:
274 (1) signed by Buyer; or
275 (2) accompanied by Buyer's written direction for delivery.
276 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
277 this contingency.
278 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
279 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
280 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**
281 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.
282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
283 written loan commitment from Buyer.
284 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
285 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
286 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
287 unavailability.
288 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:
289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or
290 (2) the Deadline for delivery of the loan commitment set on line 250
291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
295 worthiness for Seller financing.

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296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after

297 acceptance, Buyer shall deliver to Seller either:

298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at

299 the time of verification, sufficient funds to close; or

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

302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written

303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain

304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's

305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject

306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of

307 access for an appraisal constitute a financing commitment contingency.

308 ☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised

309 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

310 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than

311 the agreed upon purchase price.

312 This contingency shall be deemed satisfied unless Buyer, within 28 days after acceptance, delivers to Seller a copy

313 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting

314 to the appraised value.

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

316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase

317 price to the value shown on the appraisal report within 5 days ("5" if left blank) after Buyer's delivery of the appraisal

318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated

319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

321 appraisal report and:

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

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

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

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

326 report.

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

328 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of

329 Buyer's property located at _____

330 no later than _____ (the Deadline). If closing does not occur by the Deadline, this

331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification

332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds

333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or

334 proof of bridge loan shall not extend the closing date for this Offer.

335 ☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another

336 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if

337 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;

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

340 (3) Any of the following checked below:

341 ☐ Proof of bridge loan financing.

342 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide

343 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

344 Other: _____

345 _____

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

347 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon

348 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer

349 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other

350 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to

351 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"

352 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this

353 Offer becomes primary.

354 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may

355 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

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fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is stricken).

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

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

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

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

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

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

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

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

☒ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

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

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

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

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

■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-415).

■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments

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418 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 419 describing the planned improvements and the assessment of benefits.

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

426 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 427 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 428 (written) (oral) **STRIKE ONE** lease(s), if any, are This is not a leased property

429 _____ . Insert additional terms, if any, at lines 548-570 or attach as an addendum per line 592.

431 **DEFINITIONS**

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

435 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 436 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 437 registered mail or make regular deliveries on that day.

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

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

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

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

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

451 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
 452 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.

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

456 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
 457 **building or room dimensions, if material.**

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

465 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
 466 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
 467 ordinary wear and tear and changes agreed upon by Parties.

468 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
 469 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
 470 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
 471 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
 472 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
 473 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
 474 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
 475 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
 476 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring

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477 the Property.

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

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
483 this Offer at lines 548-570 or in an addendum attached per line 592, or lines 426-430 if the Property is leased. At time of
484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except
485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given
486 subject to tenant's rights, if any.

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

490 If Buyer defaults, Seller may:

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

494 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers
524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
529 Offer and proceed under lines 494-501.

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

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

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536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

543 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
544 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
545 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
546 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
547 beneficiary of this contract.

548 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer acknowledges and accepts that a Real Estate Condition Report has not been
549 provided by Seller and accordingly Buyer waives their rescission rights.

550 Buyer to have 5 days to confirm driveway access during closing date and all parties agree to change closing date if driveway access is not available on
551 the date of closing.

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571 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
572 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
573 574-589.

574 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
575 line 576 or 577.

576 Name of Seller's recipient for delivery, if any: Jenelle Bruno

577 Name of Buyer's recipient for delivery, if any: Emily Wiese

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

579 Seller: _____ Buyer: _____

580 ☐ (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a
581 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
582 address at line 585 or 586.

582 address at the time of the event.
583 ☒ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
584 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

585 Address for Seller: 845 S Main, Ste 170 Fond Du Lac, WI 54935

586 Address for Buyer: 3984 E Endeavor Dr Appleton, WI 54915

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

588 Email Address for Seller: brunoj@firstweber.com

589 Email Address for Buyer: emily@landrorealty.com

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

592 ☒ **ADDENDA:** The attached RANW ADD A, ADD S, Exhibit A is/are made part of this Offer.

593 This Offer was drafted by [Licensee and Firm] Emily Wiese LPT Realty

dotloop signature verification: <https://dotloop.com/verify/010626-1405y-Kq7p>Property Address: N321 County Rd N, Appleton, WI 54915

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594
595**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.596
597
598
599
600

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.

601
602
603

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.

604
605**Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.**606 (X)
607*Sheryl Wiese*dotloop verified
01/06/26 11:51 AM CST
36DM-VEOZ-YUPF-IGXX
XSRS-PV27-GUZX-4R4C

Buyer's Signature ▲ Print Name Here ▶ Sheryl Wiese

Date ▲

608 (X)
609*Roger Wiese*dotloop verified
01/06/26 12:15 PM CST
7EAC-AUWC-WCGT-FXSS

Buyer's Signature ▲ Print Name Here ▶ Roger Wiese

Date ▲

610 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
611 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
612 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
613 **COPY OF THIS OFFER.**614 (X)
615*Justin Wiese*dotloop verified
01/06/26 11:26 AM CST
0FAF-LRUS-H6DW-DPJW

Seller's Signature ▲ Print Name Here ▶

Date ▲

616 (X)
617

Seller's Signature ▲ Print Name Here ▶

Date ▲

618 This Offer was presented to Seller by [Licensee and Firm] Jenelle Bruno619 First Weber, Inc. on 01/06/2026at 3:04 p.m. a.m./p.m.620 This Offer is rejected ☐ ☐
621

Seller Initials ▲ Date ▲

This Offer is countered [See attached counter]

at 3:04 p.m. a.m./p.m.
Seller Initials ▲ Date ▲

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RANW ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated 01/06/2026 (Offer), made by the undersigned
2 Buyer with respect to the Property at N321 County Rd N, Appleton, WI 54915, Wisconsin (Property).

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

5 ☐ **WAIVER OF HOME INSPECTION CONTINGENCY**

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

8 **INSPECTIONS, TESTS, APPRAISALS AND OPINIONS**

9 Real estate agents may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Parties and
10 are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for obtaining
11 any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event any
12 inspection or test is ordered on behalf or at the direction of a Party by a Firm in the transaction, the Parties agree to hold the Firm
13 harmless for any damages or liability resulting from the inspection or test, other than that caused by the Firm's negligence or
14 intentional wrongdoing. Buyer may receive copies of certain inspections, tests, appraisals or other reports prepared for other
15 parties and Buyer should review carefully such reports to determine the age and purpose of the reports and the standards of
16 practice followed by the individual or entity preparing the reports. **CAUTION: Buyer is aware that reports prepared for other**
17 **parties are for informational purposes only and Buyer may have no recourse against inspectors/testers that were not**
18 **hired by Buyer.**

19 **HAZARDOUS SUBSTANCES**

20 The parties are aware that public information sources indicate that certain hazardous substances, along with some building
21 materials, including but not limited to, lead, lead-based paint, arsenic, radium, solvents, pesticides, radon gas, asbestos, mold and
22 other toxic substances and chemicals within a structure, in soils, water service lines or in public and private drinking water (see:
23 <http://www.dnr.wi.gov>), can cause serious health hazards.
24 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant
25 health hazard, unless otherwise indicated in Seller's Real Estate Condition Report or other written disclosures provided to Buyer.
26 Buyer is encouraged to include inspection and testing contingencies in this Offer with respect to these substances and to consult
27 with the appropriate experts if such condition(s) are material to Buyer.

28 **TESTING**

29 Unless otherwise specified, testing, including testing for Hazardous Substances, is prohibited without a testing contingency. (See
30 Testing Contingency on lines 31-50).

31 **TESTING CONTINGENCY**

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

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

38 This Testing Contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for obtaining said report(s),
39 delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to which
40 Buyer objects (Notice of Defects). If Seller is responsible for providing the report(s) and such report(s) are not timely delivered,
41 Buyer shall have 5 days after the deadline for delivery of said report(s) to deliver a written notice of termination to Seller or this
42 contingency shall be deemed satisfied.

43 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure (Seller "shall" if neither is stricken). If Seller has
44 the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days after Buyer's delivery
45 of the Notice of Defects stating Seller elects to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3)
46 delivering to Buyer a written report detailing the work done no later than 3 days prior to closing. This Offer shall be null and void if
47 Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and; (1) Seller does not have a right to cure
48 or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure; or (b) Seller does not timely deliver
49 the written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or other
50 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

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51 **RADON TESTING CONTINGENCY**52 **CAUTION: Only check one of the boxes at line 58 or line 74; do NOT select both.**

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

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

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

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

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

74 ☐ If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a copy of the radon report with
 75 results indicating the level of radon is 4.0 pCi/L or more, this Offer shall be null and void.
 76 (If the boxes at lines 58 or line 74 are both checked, lines 58-73 shall prevail).

77 **☒ WAIVER OF RADON TESTING CONTINGENCY**

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

80 **☐ WAIVER OF APPRAISAL CONTINGENCY**

81 Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property. Buyer voluntarily waives the right to
 82 have a separate appraisal contingency for the Property in this Offer. If this Offer includes a Financing Commitment Contingency,
 83 this waiver does not affect the lender's right to have an appraisal or to consider an appraisal report in determining whether to issue
 84 a loan commitment. If this Offer is not contingent on a financing commitment, the Parties are aware that this waiver does not affect
 85 Buyer's right to have an appraisal; however, the Offer is not subject to the appraisal meeting any particular value.

86 **APPRAISAL GAP**

87 **CAUTION: Buyer represents Buyer has consulted with Buyer's lender before including this provision.**

88 **[N/A]** If Buyer or Buyer's lender has an appraisal and the appraised value is less than the purchase price, the Buyer agrees to
 89 pay up to \$ _____ above the appraised value ("Appraisal Gap"), not to exceed the purchase price. If this Offer
 90 includes an Appraisal Contingency, Buyer is hereby prohibited from sending a notice objecting to the appraised value unless the
 91 appraised value is lower than the purchase price minus the Appraisal Gap.

92 If Seller has the right to cure the Appraisal Contingency in the Offer, Seller may satisfy the contingency by delivering written notice
 93 to Buyer adjusting the purchase price to the value shown on the appraisal report plus the Appraisal Gap. All other terms of the
 94 Appraisal Contingency remain the same.

95 If this Offer is subject to a Financing Commitment Contingency and the appraised value is less than the amount Buyer's lender
 96 requires to issue a loan commitment, Buyer agrees to increase its down payment up to the amount of the Appraisal Gap to satisfy
 97 lender's financing guidelines.

98 Buyer shall provide proof of accessible funds to cover the Appraisal Gap, down payment, and all Buyer closing costs by attaching
 99 to this Offer or delivering to Seller within _____ days ("7" if left blank) after acceptance either:

100 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the
 101 time of verification, access to such funds, or

102 (2) _____
 103 _____ (Specify documentation Buyer agrees to deliver to Seller).

104 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice
 105 to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification or documentation.

106 **[FHA, VA OR USDA FINANCING]** If this Offer is contingent upon Buyer obtaining a FHA, VA or USDA loan, the Parties agree to
 107 execute an FHA, VA or USDA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property
 108 fails to appraise for the purchase price.

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109 ESCALATION CLAUSE

110 ☒ If Seller receives any other bona fide offer on the Property (that is not "contingent with bump" upon the sale of another
111 property) prior to binding acceptance, with a purchase price equal to or greater than the purchase price in this offer, Buyer agrees
112 to pay \$ 2000 more than said other offer, up to a maximum purchase price of \$ 297000.
113 In the event any other offer is in an amount equal to said maximum purchase price, Buyer agrees to match that price.

114 The purchase price of this Offer may be increased multiple times.

115 **CAUTION: There are many terms in each offer that may differ significantly; however, for purposes of this provision, the**
116 **only term being considered is the purchase price.**

117 Seller agrees to deliver to Buyer (by personal delivery directly to Buyer or to Buyer's email at
118 swiese54@gmail.com) a copy of the other offer within 2 days of
119 acceptance of this Offer. Buyer and Seller agree to amend the purchase price in this Offer, per the above stated terms, via a WB-
120 40 Amendment to Offer to Purchase.

121 *All parties understand that per Wisconsin license law, delivery of any other bona fide offers must be conducted solely between*
122 *Buyer and Seller (or their attorneys) and cannot involve their respective real estate agents.*

123 BUYER'S FINANCING PRE-APPROVAL

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

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

129 SELLER'S CONCESSIONS

130 ☒ Seller shall give Buyer a credit at closing in the amount of \$ 7250.00 to assist Buyer in purchasing the
131 Property. Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any funds
132 not approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.

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

134 REPAIRS REQUIRED BY LENDER

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

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

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

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

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

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

144 ☐
145 The Party responsible for obtaining any estimate shall promptly provide a written copy to the other Party. If the total estimate
146 exceeds the amount specified, any Party responsible for the cost of the repair may deliver a written notice to the other Party no
147 later than 15 days prior to closing objecting to the excess cost. This Offer shall be terminated if the other Party within 5 days after
148 delivery of such written notice does not agree to pay the excess cost by delivering a written notice to the objecting Party.

149 CLOSING AND ESCROW FEES

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

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

155 HOME WARRANTY PLAN

156 N/A A limited home warranty plan for a term of one year shall be included, effective the date of closing, provided the Property
157 qualifies for the warranty plan.

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

162 ☒ WAIVER OF HOME WARRANTY

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

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CLOSING OF BUYER'S PROPERTY CONTINGENCY

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

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

N/A **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP: (Do NOT use if line 187 is checked)**
(Select ONLY 1 of the 3 options below if no Bump Clause and Closing of Buyer's Property Contingency is used)

- ☐ Seller acknowledges Buyer has provided Seller a copy of the accepted offer for the purchase of Buyer's property.
- ☐ Buyer shall deliver to Seller, no later than 3 days after acceptance of this Offer, a copy of the accepted offer for the purchase of Buyer's property with written proof that all contingencies are satisfied or removed, and which has a closing date on closing date in this Offer.
- ☐ Buyer shall deliver to Seller, no later than 3 days after acceptance of this Offer, a copy of the accepted offer for the purchase of Buyer's property which is subject to financing, (insert any other applicable contingencies) _____ and which has a closing date on or before the closing date in this Offer.
- If Buyer does not make timely delivery of a copy of the accepted offer for the purchase of buyer's property that is consistent with the above representation, Seller may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of the accepted offer for the purchase of Buyer's property.

N/A **CONTINUED MARKETING WITH BUMP CLAUSE: (Do NOT use if line 175 is checked)**

If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. This Offer shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless Buyer, prior to such notice or within _____ hours ("72" if left blank) of Seller's delivery of such notice, delivers to Seller one of the following:
(1) written notice that Buyer is waiving the Closing of Buyer's Property Contingency and all financing contingencies in this Offer. AND either a copy of a written loan commitment not subject to the sale of Buyer's property, or reasonable written verification from a financial institution or a third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds necessary to close this transaction which are not contingent on the sale of Buyer's property; OR
(2) a copy of the offer for the purchase of Buyer's property which has all contingencies, other than any financing and appraisal contingencies, properly removed or satisfied AND written verification from a lender that buyer under said offer to purchase has been pre-approved for financing, making this Offer subject to the closing of the sale of Buyer's property. If the offer for Buyer's property subsequently becomes null and void or is terminated for any reason, Buyer shall promptly notify Seller in writing and Seller may terminate this Offer by delivering a written notice of termination to Buyer.

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

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

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

Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and _____,
all deadlines in this Offer which run from acceptance shall run from the time Buyer has complied with requirement (1) above or when Buyer has an accepted offer for the purchase of Buyer's property that complies with requirement (2) above.

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

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213 **SURVEY, LOT LINE AND BOUNDARY DISCLOSURES**214 **NOTE: Digital or online GIS and GPS mapping apps or programs may not be accurate and are no substitute for an actual**
215 **survey of the Property lot lines.**216 If a parcel will be split from (an) other parcel(s) or combined with (an) other parcel(s) a Certified Survey Map or Subdivision Plat
217 and governmental approvals normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision
218 Plat and allow adequate time for completing the survey. Any survey used for the purpose of deleting the lot and boundary exception
219 in the title policy must conform to the standards set by the title company. It is the Buyer's responsibility to have the title company
220 clarify the necessary survey standards for deletion of the lot and boundary exceptions listed in the title commitment.221 **N/A** **MAPS AND SURVEYS** **CHECK ALL THAT ARE APPLICABLE**222 **CAUTION: Consider cost and need for map features before selecting them.**223 ☐ **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of a (Boundary) (Certified) **STRIKE ONE**

224 Survey Map prepared on _____ (Date) by _____ (Name of Surveying Company)

225 that includes this Property and **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**227 ☐ **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and
228 **IS PROVIDED FOR INFORMATION PURPOSES ONLY.**229 **CAUTION: The accuracy of information contained in the above document(s) is not warranted. Lot size, location of**
230 **boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other factors**
231 **should be verified by an appropriate expert (i.e., surveyor, engineer) if material to Buyer.**232 ☐ **BOUNDARY SURVEY MAP:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE**
233 ("Buyer obtaining" if neither is stricken) a map of the Property prepared by a registered land surveyor within _____ days
234 after acceptance of this Offer, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense. The Boundary
235 Survey Map must be prepared between the acceptance date and closing date. The map shall identify the legal description
236 of the Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated and apparent
237 rights of way, lot dimensions, total acreage and square footage, any improvements that affect the Property boundary, visible
238 encroachments that affect the Property boundary, the location of buildings, if any, and also include:239 ☐ easements
240 ☐ improvements on the Property (structures, streets, driveways, patios, decks, poles, fences, walls, etc.)
241 ☐ a format and surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception
242 in the title policy.243 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline on line 233 above, delivers to
244 Seller a written notice listing Buyer's specific objection(s) to the terms and conditions of the survey. In such event, Seller
245 shall have 10 days after delivery of such notice to cure Buyer's objection(s) and the time for closing shall be extended as
246 necessary for this purpose. If Seller is unable to cure Buyer's objection(s) timely, Buyer may terminate this Offer by
247 delivering a written notice of termination to Seller.248 ☒ **WAIVER OF SURVEY CONTINGENCY**249 Buyer acknowledges there may be benefits of surveying the Property. Buyer voluntarily waives the inclusion of a property survey
250 contingency in this Offer.251 **INSURABILITY OF PROPERTY**252 **CAUTION: For Flood Plain Insurance cost and insurability see lines 269-282.** Buyer is aware that the availability and cost of
253 property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, insured party's
254 credit history (credit score), insured party's insurance claims history, condition of property, the type of electrical service on a
255 property, and the history of prior claims on a property. Seller agrees to allow representatives of Buyer's insurance company
256 reasonable access to the Property upon advance notice for inspections relating to Buyer's homeowner's insurance application.257 **NOTE: The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to**
258 **contact their insurance agent as to requirements for obtaining insurance.**259 **N/A** Within 14 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a
260 qualified third party determining the Property is uninsurable or the cost of insurance will be excessive. Buyer to pay any costs
261 associated with this determination unless otherwise agreed to in writing.262 ☒ **WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY**263 Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer voluntarily
264 waives the inclusion of any provision for investigating the insurability of the Property in this Offer.265 **ASSOCIATION FEE**266 **N/A** Buyer acknowledges Buyer will be responsible to pay an association fee, which is currently \$ _____ per
267 _____.

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268 FLOODPLAIN / WETLANDS

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

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

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

277 **[N/A]** Within 14 days after acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice
278 accompanied by a determination from a qualified third party (including a flood certification company working for Buyer's lender or
279 a flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements or proposed
280 Property improvements included in this Offer are located in a 100 year floodplain or wetland area, or the cost of an annual flood
281 insurance policy will be excessive. Any costs for floodplain or wetland evaluation and/or costs to obtain a quote for flood insurance
282 are to be paid by Buyer, unless otherwise agreed to in writing.

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

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

288 SHORELAND ZONING AND PIER REGULATIONS

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

299 Wis. Stat. § 30.12(1k)(b).

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

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

308 ☒ **WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS**

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

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

313 **[N/A] DISCLOSURE OF LICENSURE:** The parties are aware that (Buyer) (Seller) **[STRIKE ONE]** is a real estate licensee with
314 _____ and is acting as a principal
315 in this transaction with the consent of all parties.

316 ☒ **LICENSEE RELATED TO BUYER/SELLER:** Licensee, Emily Wiese _____ (Name),
317 is a relative of (Buyer) (Seller) **[STRIKE AS APPLICABLE]** and is acting as a real estate agent in this transaction on behalf of an
318 immediate family member with the consent of all parties.

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

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323 **NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS**

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

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

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

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

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

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

347 ☐ Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.
348 ☐ Seller, at Seller's expense, shall have a qualified third-party contractor remove the tank prior to closing and provide
349 written confirmation of the tank removal (e.g., paid invoice) no later than closing.
350 See: <https://datcp.wi.gov/Documents/AbandonedTanksFactSheet.pdf> and
351 <https://datcp.wi.gov/Documents/PermanentClosureStorageTanksFactSheet.pdf>

352 **CAUTION: Lines 344-351 do not apply to residential buildings with more than two dwelling units.**

353 **MUNICIPAL REPORT/CODE COMPLIANCE DISCREPANCIES**

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

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

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

362 **MUNICIPALITY DISCREPANCY**

363 Buyer is aware that a property mailing address may be within one municipality while the property may be physically located in an
364 adjoining municipality that will determine the applicable property taxes and school district. Buyer is responsible for verifying the
365 USPS mailing address, the applicable taxing authority, and the school district for the property, if such is material to buyer's decision
366 to purchase.

367 **ZONING RESTRICTIONS, ANNEXATIONS AND COMPREHENSIVE PLANS**

368 Zoning, restrictive covenants, HOA rules, and building restrictions affect the use of the Property. Annexations and comprehensive
369 plans may affect future use, value, and property taxes for the Property by influencing future development (residential, commercial,
370 transit systems, storm water management system, etc.) in the county and municipality. Buyer is advised that the municipality in
371 which the Property is located likely has existing zoning and building restrictions and may have a Comprehensive Plan.

372 **PERSONAL PROPERTY**

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

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

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

389 SHARED DRIVEWAY

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

398 BUYER'S TITLE

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

401 TIME ZONE

402 The prevailing Central Time (Central Standard Time or Central Daylight Time) shall be used when determining whether a date
403 and time in the Offer to Purchase are met.

404 ACKNOWLEDGEMENT OF TERMS

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

407 CONFLICTING PROVISIONS

408 Should any provision of this Addendum conflict with any optional provision of the Offer or any other Addenda to this Offer, the
409 provisions of this Addendum shall prevail, except if an FHA, VA or USDA Amendatory clause is executed by the parties.






410 ADDITIONAL PROVISIONS/CONTINGENCIES

411 _____
412 _____
413 _____
414 _____
415 _____
416 _____

417 READING / UNDERSTANDING:

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

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

424	(X)			01/06/2026	(X)		
		(Buyer's) Initials		Date		(Seller's) Initials	Date
425	(X)			01/06/2026	(X)		1/9/2026
		(Buyer's) Initials		Date		(Seller's) Initials	Date

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WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

**OFFER ADDENDUM S - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

Page 1 of 3

1 ■ **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at _____ N321 County Rd N
11 _____ Appleton _____, Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION.**

Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: _____

15
16 *(Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")*

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20
21 _____ *(Identify the LBP record(s) and report(s) (e.g. LBP abatements,
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
24 knowledge, that the information provided by them is true and accurate.

25 Signed by: Kevin Englebert 12/12/2025
26 (X) ALL Seller's signatures ▲ Print Names Here ► Kevin Englebert on behalf of _____ Outagamie County (Date) ▲

27 **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**

28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) **Disclosure of Known LBP to Buyer.** The Seller shall disclose to the Buyer the presence of any known lead-based
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) **Disclosure of Known LBP & LBP Records to Agent.** The Seller shall disclose to each agent the presence of any
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) **Provision of Available LBP Records & Reports to Buyer.** The Seller shall provide the Buyer with any records or reports
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

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55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt
77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred
93 to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular
110 whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

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113 ■ AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby
 115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -
 116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their
 118 knowledge, that the information provided by them is true and accurate.

119 (X) Jenelle Bruno 12/12/2025
 120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Jenelle Bruno First Weber, Inc. (Date) ▲
 121 (X) Emily Wiese
 122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Emily Wiese- LPT Realty (Date) ▲

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
 124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
 125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
 126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity
 127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is
 130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131 ☐ **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
 132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
 133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency
 134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
 135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
 136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
 137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to
 139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
 140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
 141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that
 142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
 143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will
 144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the
 145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
 146 in conformance with the requirements of all applicable law.

147 ☐ Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148 ☒ Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **EPA LEAD HAZARD INFORMATION PAMPHLET:** If Buyer has provided electronic consent, a copy of the LBP pamphlet, *Protect Your*
 150 *Family from Lead in Your Home*, may be found at <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>.

151 Note: More information about electronic consent can be found at <https://www.wra.org/e-commerce/>.

152 (3) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
 153 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received
 154 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
 155 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

156 (4) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their
 157 knowledge, that the information provided by them is true and accurate.

158 (X) Sheryl Wiese dotloop verified 01/06/26 11:51 AM CST 4N99-821V-JUL-4-XGAH
 159 (Buyers' signatures) ▲ Print Names Here ▶ (Date) ▲
 160 (X) Roger Wiese dotloop verified 01/06/26 12:15 PM CST 5SKN-0X4-7ZTG-VFJX
 161 (Buyers' signatures) ▲ Print Names Here ▶ Sheryl Wiese, Roger Wiese, Justin Wiese (Date) ▲

dotloop signature verification: <https://rdh-csy-kq7p3>WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road, Madison, WI 53704**SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT**

1 Seller's/Owner's Name(s): Outagamie County
2 Entity Name (if any): _____
3 Name & Title of Authorized Representative for Seller Entity: Kevin Englebert
4 Property Address: N321 County Rd N Appleton WI 54915-9456
5 Listing Agent and Listing Firm: Jenelle Bruno First Weber, Inc.

6 Wis. Admin. Code § REEB 24.07(1) requires Listing Agent to make inquiries of Seller regarding the condition of
7 the Property and request that Seller provide a written response to the inquiry. Wis. Stat. § 709.02 indicates that a
8 property owner shall provide a Real Estate Condition Report (RECR) when the property includes 1-4 dwelling
9 units and a Vacant Land Disclosure Report (VLDR) when the property does not include any buildings.

10 Listing Agent provided Seller with the following condition/disclosure report(s) and asked Seller to complete
11 it/them: (Real Estate Condition Report) ~~(Vacant Land Disclosure Report)~~ ~~(Seller Disclosure Report—Commercial)~~
12 (Other: _____) **STRIKE AND COMPLETE AS APPLICABLE**

13 CHECK LINE 14 OR LINE 20, AS APPLICABLE:**14 ☐ SELLER REFUSAL TO COMPLETE**

15 Seller hereby acknowledges that Seller has refused to provide Listing Agent with a completed RECR, VLDR or
16 other seller's disclosure report for the Property. Seller understands this refusal may be disclosed to potential
17 purchasers and has been advised that Seller's refusal to provide this report does not release Seller from any
18 disclosure obligations under the Wisconsin Statutes or common law. Seller should consult with legal counsel
19 regarding Seller's disclosure obligations in an "as-is" sale.

20 ☐ SELLER NOT REQUIRED TO COMPLETE REPORT

21 Seller hereby asserts that Seller is not required to complete a condition or disclosure report for the Property
22 because **CHECK BELOW AS APPLICABLE:**

- 23 ☐ Seller is a personal representative of an estate and has never occupied the Property.
24 ☐ Seller is a trustee and has never occupied the Property.
25 ☐ Seller is a conservator and has never occupied the Property.
26 ☐ Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the Property.
27 ☐ The Property includes 1 to 4 dwelling units but has not been inhabited.
28 ☐ The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

29 Wisconsin real estate licensees have a legal duty to disclose material adverse facts and information suggesting
30 the possibility of material adverse facts to all parties. Listing Agent shall accordingly disclose any condition Listing
31 Agent becomes aware of to prospective purchasers.

32 This form was delivered to Seller by Jenelle Bruno on 12/12/2025
33 Agent for Firm Print Name ▲ Date ▲

34 Seller's/Owner's Signature: Kevin Englebert Date: 12/12/2025
35 Seller's/Owner's Signature: 41841B7D34A6484 Date: _____
36 Seller's/Owner's Signature: _____ Date: _____
37 Seller's/Owner's Signature: _____ Date: _____

38 This form was delivered to Buyer by Emily Wiese- LPT Realty on 01/06/2026
39 Agent for Firm Print Name ▲ Date ▲

40 Acknowledgment of Receipt by Buyers: SW RW JW 01/06/26
41 11:51 AM CST 12:15 PM CST 11:28 AM CST 01/06/26
42 dotloop verified dotloop verified dotloop verified Date ▲

43 Buyer's acknowledgment of receipt of this form does not constitute waiver of any right that Buyer may have based
44 on not receiving a completed condition or disclosure report from Seller.

RESOLUTION NO.: 147—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Veterans Services Office is requesting to transfer funds approved in the 2025 adopted
2 budget in order to account for changes in activity that occurred during 2025. No additional
3 county funding is requested, as the net budget adjustment is budget neutral.

4
5 NOW THEREFORE, the undersigned members of the Health and Human Services Committee
6 recommend adoption of the following resolution.

7 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby and herewith
8 authorize and approve the following budget adjustments to the Veterans Services Office cost center:
9 decrease the Salaries line item by \$12,000, decrease the Fringe Benefits line item by \$4,000, increase the
10 Supplies line item by \$4,000, and increase the Purchased Services line item by \$12,000 as noted on the
11 attached fiscal note, which by reference is made a part hereof, and

12 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
13 this resolution to the Outagamie County Veterans Services Officer and the Outagamie County Finance
14 Director.

15 Dated this _____ day of January 2026
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Respectfully Submitted,

HEALTH AND HUMAN SERVICES
COMMITTEE

Jeff McCabe

Justin Krueger

Dustin Koury

Cathy Thompson

Jerome Zabronsky

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1675), Controller (1674) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** 2025 Budget adjustment request for Veteran's Services

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

Cost Center 1008700 –Veteran's Office

- Decrease Salaries \$12,00 to cover overages in purchased services
- Decrease Fringe Benefits to cover overages in supplies
- Increase Supplies \$4,000 for outstanding purchase orders
- Increase Purchased Services for \$12,000 for contracted services during employee leave

Current Year Budget Impact (Check one or more of the following boxes)

☐ Revenues ☐ Expenses (Cost) ☒ None

3. Is the specific cost or revenue included in the current year's budget? yes () no () partially (x)

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no (x) n/a ()

5. Is the proposal to accept additional revenues only? yes () no (x)

6. Does this request modify/adjust the current year budget? yes (x) no () 2025 Budget
If no, skip to question 8 below

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
Veterans Service Office	Salaries	1008700.5100	(\$12,000)
Veterans Service Office	Fringe Benefits	1008700.5200	(\$4,000)
Veterans Service Office	Supplies	1008700.5400	\$4,000
Veterans Service Office	Purchased Services	1008700.5500	\$12,000

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (x) no () n/a ()

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost _____
Annual Revenue _____

Fiscal Note Prepared by: Kell Bales/MLU

For Financial Services purposes only

Reviewed By: <i>Michelle Witenbrock</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u> _____ _____
Date: 12/19/2025	
Comments:	

RESOLUTION NO.: 148—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Outagamie County Parks Department is requesting approval to increase the rental fee for
2 The Hillside at Plamann Park shelter by \$150 for all non-business entities. This proposed fee
3 increase will enable park staff to manage the entire table setup and takedown process. By
4 doing so, the aim is to prevent damage to tables, which hold a value of \$1,800 each, and ensure
5 their proper maintenance and longevity.

6
7 This resolution approves the shelter fee increase and associated budget adjustment.

8
9 NOW THEREFORE, the undersigned members of the Outagamie County Finance Committee
10 recommend adoption of the following resolution.

11 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve
12 an increase of \$150 to The Hillside at Plamann Park shelter rental fee for all non-business entities, and

13 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize
14 and approve of increasing the Rec Fees – Rental Revenue line item by \$7,000 and decreasing the General
15 Fund Surplus Fund Balance Applied line item by \$7,000, as noted on the attached fiscal note, which by
16 reference is made a part hereof, and

17 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
18 this resolution to the Outagamie County Parks Director and the Outagamie County Finance Director.

19 Dated this _____ day of January 2026
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Respectfully Submitted,

FINANCE COMMITTEE

Chris Croatt

John Cuff

Karen Lawrence

Dana Johnson

Rick Lautenschlager

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved:

Vetoed:

Signed:

County Executive

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1675), Controller (1674) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Increase The Hillside rental fee for non-business entities by \$150.

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

This adjustment helps offset the costs associated with damage to tables.

Additionally, Plamann Park staff will now handle all table setup and takedown. This measure ensures that tables, valued at \$1,800 each, are not damaged due to improper folding or handling

Current Year Budget Impact (Check one or more of the following boxes)☒

Revenues

☐

Expenses (Cost)

☐

None

3. Is the specific cost or revenue included in the current year's budget? yes () no () partially (X)

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no (X) n/a ()

5. Is the proposal to accept additional revenues only? yes (X) no ()

6. Does this request modify/adjust the current year budget? yes (X) no ()
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
Rec Fees- Rental	Revenue	1006200.4310.20	\$7,000
General Fund Surplus	Fund Balance Applied	1002223.8955	(7,000)

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no (X) n/a ()

9. What is the anticipated annual and/or long-term cost or revenue impact?

Annual Cost

Annual Revenue \$7,000

Fiscal Note Prepared by: Randi Thurs

For Financial Services purposes only

Reviewed By:

Riley Webster

If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below:

Detail Expenditures Account NumberAmount

Date: 01/15/2026

Comments:

RESOLUTION NO.: 149—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Outagamie County Sheriff's Office is requesting approval to accept and expend an
2 unsolicited donation from Milk Source LLC in the amount of \$1,000. Funds will be used
3 to purchase medical supplies in 2026 for emergency response, such as tourniquets, AEDs
4 (Automated External Defibrillator) or related items. The Sheriff's Office will use already
5 budgeted funds to cover any excess costs. There is no county match required.

6
7 NOW THEREFORE, the undersigned members of the Public Safety Committee recommend
8 adoption of the following resolution.

9 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve
10 the Outagamie County Sheriff's Office to accept and expend an unsolicited donation from Milk Source
11 LLC in the amount of \$1,000, and

12 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize
13 and approve of increasing the Patrol Donations line item and the Patrol Supplies line item by \$1,000 each
14 as detailed on the attached fiscal note, which by reference is made a part hereof, and

15 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
16 this resolution to the Outagamie County Sheriff and the Outagamie County Finance Director.

17 Dated this ____ day of January 2026
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Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Katrin Patience

Christine Lamers

Michael Smith

Timothy Hermes

Jeremy Thyssen

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Sheriff's Department to accept and expend unsolicited donation from Milk Source LLC.

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Sheriff's Office requests to accept and expend an unsolicited donation from Milk Source LLC in the amount of \$1,000. Funds will be used to purchase medical supplies in 2026 for emergency response, such tourniquets, AEDs or related supplies. The Sheriff's Office will use already budgeted funds to cover any excess costs. There is no county match required.

Current Year Budget Impact (Check one or more of the following boxes)☒

Revenues

☒

Expenses (Cost)

☐

None

3. Is the specific cost or revenue included in the current year's budget? yes () no (☒) partially ()

4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes (☒) no () n/a ()

5. Is the proposal to accept additional revenues only? yes () no (☒)

6. Does this request modify/adjust the current year budget? yes (☒) no ()
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
Patrol	Donations	1008007.4510.20	1,000
Patrol	Supplies	1008007.5400	1,000

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (☒) no () n/a ()

9. What is the anticipated annual and/or long-term cost or revenue impact?

Annual Cost 0
Annual Revenue 0

Fiscal Note Prepared by: Lisa VandenLangenberg

For Financial Services purposes only

Reviewed By: <i>Michelle Witenbrook</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u> 1008007.5420.08 1,000
Date: 1/7/2026	
Comments:	

RESOLUTION NO.: 150—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Individual assistance programs are critical to helping residents and businesses recover after
2 disasters by providing support such as emergency housing, home repairs, and financial aid.
3 Wisconsin currently lacks a State-funded disaster assistance program, leaving many
4 survivors reliant on limited federal resources and creating gaps in recovery. This resolution
5 supports proposed legislation to establish a state disaster relief fund, ensuring faster, more
6 accessible assistance for individuals and businesses impacted by disasters across
7 Wisconsin.

8
9 Individual assistance programs for citizens and businesses following a disaster are vital to
10 the well-being and stability of communities, providing crucial support to families and
11 industries during times of crisis.

12
13 These programs, which may include but are not limited to emergency housing assistance,
14 home assistance/repairs, housing, and financial support, are essential for addressing the
15 immediate and long-term needs of residents and businesses.

16
17 No State funding currently exists to help disaster victims in Wisconsin, and they are often
18 left behind after disasters due to less accessible federal aid.

19
20 Several other states have addressed this issue by creating a state fund for disaster relief.

21
22 The State of Wisconsin has put forth a bill to create a state fund for individuals and
23 businesses to be able to apply for aid following being impacted by an event.

24
25
26 NOW THEREFORE, the undersigned members of the Public Safety Committee recommend
27 adoption of the following resolution.

28 BE IT RESOLVED, that the Outagamie County Board of Supervisors does support proposed
29 legislation that would ensure that individuals and businesses throughout the State of Wisconsin will have
30 quick and easy access to emergency aid when needed, and
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33

BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of this resolution to the Emergency Management Coordinator, the Wisconsin Counties Association, the State Senators and State Representatives of Outagamie County and the Governor of the State of Wisconsin.

Dated this ____ day of January 2026

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Katrín Patience

Christine Lamers

Michael Smith

Timothy Hermes

Jeremy Thyssen

Duly and officially adopted by the County Board on: _____

Signed: _____

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____

County Executive

RESOLUTION NO.: 151—2025-26

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Outagamie County Highway Department would like to enter into a Lease Agreement
2 with the Wisconsin Department of Transportation (WisDOT) for the Appleton Road Salt
3 Storage Facility. The term of the lease is for 40 years with an option for renewal. If neither
4 parties are in default of the lease, it shall automatically renew for an additional ten-year
5 term. WisDOT shall finance the facility and authorize Outagamie County to occupy 50%
6 of the tonnage of the total capacity of the Facility. There is no fiscal impact to the 2026
7 budget.

8
9 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and
10 Economic Development Committee recommend adoption of the following resolution.

11 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the attached
12 Lease Agreement between Outagamie County, Wisconsin (Lessor) and Wisconsin Department of
13 Transportation (Lessee) Regarding Appleton Salt Storage Facility for a period of forty (40) years, which
14 by reference is made a part hereof, with no fiscal impact to the 2026 budget, and

15 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
16 this resolution to the Outagamie County Highway Commissioner, the Outagamie County Development
17 and Land Services Director, and the Outagamie County Executive.

18 Dated this _____ day of January 2026.
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Respectfully Submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jason Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed: _____

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____

County Executive

LEASE AGREEMENT

Between
Outagamie County, Wisconsin (Lessor)
And
Wisconsin Department of Transportation (Lessee)
Regarding
Appleton Salt Storage Facility

Section 1: Lease Agreement

This lease agreement ("Lease") is made and entered into this 1st Day of January 2026, by and between Outagamie County ("County") and the Wisconsin Department of Transportation ("WisDOT") each a party, together the parties, pursuant to WisDOT's statutory authority under Wis. Stat. §§ 66.0301 and 84.07 and other laws.

WisDOT requires the Leased Premises, as described in Section 2.12, to construct and operate a road salt storage facility using County or other forces. The Leased Premises represent the best location for such a facility based on WisDOT's operational needs. WisDOT owns no comparable real estate suitable for this purpose. In consideration of the mutual promises and covenants contained in this Lease, County and WisDOT agree:

Section 2: Basic Lease Provisions Definitions: As used in this Lease unless the context requires another Interpretation.

- 2.1. "Access" or "Accessibility" means the ability to ingress, egress, and otherwise freely use the Capacity Allocation.
- 2.2. "Capacity Allocation" means the agreed upon portion available for a party's use, measured in percentage or tonnage, of the Facility's functional capacity designated for the storage of salt.
 - 2.1.1. WISDOT Capacity Allocation = 50% (5,000 Tons)
 - 2.1.2. County Capacity Allocation = 50% (5,000 Tons)
 - 2.1.3. Old salt shed to be turned over to the County
- 2.3. "Facility" means the 10,000 ton salt storage building located at 1313 Holland Road, Appleton, WI 54911, along with any conveyors and other fixed equipment used to load or unload Salt into storage areas.
- 2.4. "Financed" means the provision of funds to develop design and plans, purchase land or materials, pay for construction, or any combination thereof by one party or jointly among the parties. The term "Financed" does not include payments by WisDOT to County for salt storage under the routine maintenance authority for expenditure agreement or the sodium chloride reimbursement policy 02-20-35 of the State Highway Maintenance Manual.
- 2.5. "Hazardous substances" means any substance that is toxic, ignitable, reactive, or corrosive, and whose storage, handling, disposal, or transport is regulated by federal, state, or local statute, rule, regulation, or ordinance and shall include any material or substance that is defined as "hazardous waste," "extremely hazardous waste," or "hazardous substance" pursuant to federal, state, or local statute, rule, regulation, or

ordinance, including, but not limited to, asbestos, polychlorinated biphenyls (“PCBs”) and petroleum products.

- 2.6. “Ownership” means the land or building or equipment or any combination thereof titled or otherwise documented in the name of the County, WisDOT, or any agency thereof.
- 2.7. “Pit Scale Equipment” means the static pit scale and all related equipment located on the Leased Premises, which is attached hereto and incorporated herein. The Pit Scale Equipment is further identified as WisDOT Equipment ID (number) No. (number) Outagamie County. **N/A for this agreement.**
- 2.8. “Salt” means any sodium chloride, calcium chloride, sand, chloride/sand mixture, or any other de-icing material or mixture deemed appropriate and useful for winter highway maintenance operations. WisDOT, upon consultation with County, may designate the specific de-icing materials that may be stored in the Facility.
- 2.9. “Substantive Refurbishment” means major repairs and maintenance. It is further defined as repairs costing in excess of the Facility’s remaining residual value or typically 15% of the original purchase price of such Facility.
- 2.10. County: Outagamie County, Wisconsin
1313 Holland Road
Appleton, WI 54911
- 2.11. WISDOT: Wisconsin Department of Transportation
944 Vanderperren Way
Green Bay, WI 54304
- 2.12. “Leased Premises” means the Facility, including Access to the Facility, paved loading and unloading areas around or useful to the Facility.
- 2.13. **Lease Term:** Forty (40) years (“Initial Term”). Further, the parties shall have the option to renew this Lease beyond the Initial Term as described in Section 4 (“Renewal Term”).
- 2.14. **Initial Term Occupancy Commencement Date:** Certificate of Occupancy Date. County shall provide WisDOT evidence of any appropriate certificate of occupancy and use or other authorizations required by local ordinances or regulations for WisDOT’s occupancy and use of the Leased Premises as a Salt storage facility.
- 2.15. **Initial Term Occupancy End Date:** Forty (40) years from the Certificate of Occupancy Date.
- 2.16. **Rent:** WisDOT shall Finance the Facility, authorize County to occupy 50% of the tonnage of the total capacity of the Facility during the Initial Term and any Renewal Term, and make maintenance payments pursuant to Section 3.3. WisDOT shall owe County no additional rent payment in the event County chooses not to occupy County’s total Capacity Allocation of the Facility at any point in the Initial Term and any Renewal Term.

Section 3: Construction, Maintenance, Alteration, and Refurbishment

- 3.1. Construction and Alteration:** WisDOT shall have the right to construct and subsequently alter, with County's advance written consent (not to be unreasonably withheld or delayed), the Facility. The Facility's construction and subsequent alteration, if any, shall be Financed solely by WisDOT. Upon installation, the Facility shall become and remain the County's property. WisDOT expects the Facility to have a projected services life of 40 years. WisDOT shall agree with County annually to reserve County's Capacity Allocation, in accordance with Section 2.8 and 2.16. As of the date of this Lease, the Facility has been constructed and accepted by the County.
- 3.2. Customary Maintenance and Repair:** The County shall be responsible for all maintenance and repair identified by WisDOT using the funds the County receives from WisDOT under Section 3.3. The County shall perform maintenance and repair on the Facility with reasonable dispatch. If the costs of maintenance and repair are less than the sum of the funds County receives under Section 3.3 County may retain the remainder. If the costs of maintenance and repair are more than the sum of the funds County receives under Section 3.3, County shall pay for the outstanding balance.
- 3.3. Maintenance Payment:** WisDOT shall pay County a lump sum payment for maintenance of the Leased Premises and the Facility in January of every year during the Initial Term and any Renewal Term. Such payments shall be calculated according to WisDOT's Highway Maintenance Manual Section 02-20-35 (2.0 paragraph 1), as that Section may from time to time be amended. As a matter of law applicable to WisDOT, the payment described in this Section 3.3 is subject to the availability of appropriated funds that may be lawfully used for such payment. WisDOT will obligate funds for the Initial Term of this Lease upon execution of this Lease. WisDOT will obligate funds for any Renewal Term of this Lease upon providing the notice required in Section 4. These obligations do not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution.
- 3.4. Refurbishment:** If the Facility's service life exceeds the 40 year service life WisDOT originally projected, WisDOT and County may have the option to engage in a Substantive Refurbishment of the Facility as agreed to by WisDOT and County. The Substantive Refurbishment of the Facility shall be financed by County on terms mutually agreeable to WisDOT and County. Nothing in this Section 3.4 limits the provisions contained in Section 4.
- 3.5. Relocation:** In the event County elects to discontinue operations at this site, County may terminate this Lease by providing one hundred eighty (180) days written notice to WisDOT. County shall provide WisDOT, at County's expense, equivalent Salt storage capacity at a mutually agreeable location(s) under the same terms and conditions as this Lease.

Section 4: Renewal Term

- 4.1.** So long as neither County nor WisDOT is in material default under this Lease or any other agreement between the parties, this Lease shall automatically renew for an additional ten (10) year term as of the expiration of the Initial Term upon the same terms and conditions unless either County or WisDOT gives not less than one hundred and twenty (120) days written notice to the other party prior to the expiration of the Initial Term. Such written notice shall be made in accordance with Section 15.3.

Section 5: Permitted Use

5.1. Subject to any applicable federal, state, and local laws and regulations, the County and WisDOT shall use the Leased Premises for storing Salt in furtherance of highway maintenance operations. The Leased Premises shall be secured by the County and not be open to the public.

5.2. Pit Scale Equipment N/A for this agreement.

5.2.1 The County shall make lands within the Leased Premises available for the construction, installation, maintenance, operational use, and replacement of the Pit Scale Equipment.

5.2.2 WisDOT will Finance the construction of the Pit Scale Equipment and maintain Ownership thereof.

5.2.3 The County will be responsible for performing all maintenance of the Pit Scale Equipment, with costs reimbursed by WisDOT pursuant to Sections 3.2 and 3.3.

5.2.4 The Pit Scale Equipment shall be used by all WisDOT and County authorized vehicles that haul salt to and from the Facility. All vehicles must be tared, ticketed, and recorded so as to maintain an accurate available capacity calculation within the Facility.

5.2.5 Use of the Pit Scale Equipment shall follow relevant procedures and guidelines in the WisDOT Highway Maintenance Manual, as it may from time to time be updated. WisDOT may access the Pit Scale Equipment for non-salt related activities, including but not limited to highway improvement projects and law enforcement needs; provided, however, that the Pit Scale Equipment is not, nor shall be generally treated as, a weigh station and therefore use for non-salt related activities shall be restricted to occasional, necessary uses only.

5.2.6 County may use the Pit Scale Equipment for non-WisDOT purposes, such as for local highway or park projects. County shall be responsible for tracking and invoicing such use separately and may establish a rate for the Pit Scale Equipment for County invoicing purposes. Maintenance reimbursement rates shall account for non-WisDOT use.

5.2.7 WisDOT may upon written notice to County elect to remove, replace in kind or with an industry equivalent, the Pit Scale Equipment at its own cost at any time during the Term of this Lease. The terms and conditions of this Section 5.2.7 are applicable to the Pit Scale Equipment and any replacement. If removed, the terms and conditions of this Section 5.2 will not apply to this Lease until the Pit Scale Equipment is replaced.

Section 6: Utilities

6.1. County shall pay or cause to be paid all charges for water, sewerage, gas, electricity, waste disposal, heat or other fuel or power or any other utility or service delivered to or used in connection with the Leased Premises.

Section 7: Insurance and Related Liability

7.1. **County's Insurance:** County shall obtain and carry at all times during the Initial Term and any Renewal Term of this Lease a policy for bodily injury and property damage liability insurance, to the satisfaction of WisDOT, insuring the Facility at its full replacement value (depreciation considered). All insurance must be procured from insurance companies licensed or approved to do business in the State of Wisconsin. County shall furnish WisDOT with a certificate of

insurance establishing that such insurance is in effect before execution of this Agreement and annually and/or demand thereafter.

7.2. WisDOT's Insurance: WisDOT is self-insured. WisDOT's Self-Funded Liability and Property Programs protect WisDOT. County employees may not file workers' compensation claims against WisDOT's insurance policy.

7.3. County's Liability: If the Facility (or any part thereof) is damaged or destroyed, County will be held fully liable and financially responsible, in accordance with Section 8.

7.4. WisDOT's Liability: Wisconsin Stat. § 895.46 provides that WisDOT pays for certain negligence claims against WisDOT's employees and agents. WisDOT as the contracting entity maintains sovereign immunity. WisDOT cannot waive sovereign immunity, indemnify, or waive subrogation or liability in any manner.

Section 8: Damage or Destruction

8.1. If the Facility (or any part thereof) is damaged or destroyed by casualty covered by insurance (of County or a third party) or highway maintenance operations County performs negligently, then this Lease shall remain in full force and effect, and County shall fully repair or restore the Facility (or any part thereof) with reasonable dispatch. If the Facility (or any part thereof) is damaged or destroyed by neither casualty covered by insurance (of County or any third party) nor highway maintenance operations County performs negligently, WisDOT may terminate and cancel this Lease by giving written notice to County within sixty (60) days after the occurrence of such damage or destruction or engage in a Substantive Refurbishment of the Facility as provided in Section 3.4.

Section 9: Taxes

9.1. WisDOT Personal Property Taxes: WisDOT is not subject to personal property taxes as provided in Wis. Stat. § 70.11(1). WisDOT shall respond to any claims that it has failed to pay, before delinquency, all taxes, assessments, license fees, and other charges ("taxes") that are mistakenly levied and assessed against WisDOT's personal property installed or located on the Leased Premises or in the Facility and that are alleged to become payable during the term of this Lease.

9.2. WisDOT Real Property Taxes: WisDOT is not subject to real property taxes as provided in Wis. Stat. § 70.11(1).

9.3. County Taxes: County is responsible for and shall pay all taxes levied against it. Unpaid County taxes shall be offset against any amount owed by WisDOT to County under this Lease.

Section 10: Default

10.1. WisDOT's Default: All of the following shall be considered events of WisDOT's default:

10.1.1 WisDOT shall fail to perform any of the covenants or conditions herein contained on the part of WisDOT, and such default shall continue for thirty (30) days after County gives WisDOT written notice thereof (except that such thirty (30) day period shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such thirty (30) day period, and provided

WisDOT commences the process of curing such default within said thirty (30) day period and continuously and diligently pursues such cure to completion); or

10.1.2 If this Lease shall, by act of WisDOT or by operation of law or otherwise, pass to any party other than WisDOT without consent of County.

10.2. County's Remedies: If WisDOT defaults, as set forth in Section 10.1 and fails to cure such default pursuant to the applicable cure periods stated therein, County shall have and may exercise the following rights:

10.2.1 County may elect, but shall not be obligated, to make any payment required of WisDOT herein or comply with any agreement, term, or condition required hereby to be performed by WisDOT, and County shall have the right to correct or remedy any such default.

10.2.2 County may enter said locations immediately and remove the WisDOT's property and store said property in a public warehouse or at a place selected by County until WisDOT cures its default.

10.2.3 On termination, but only to the extent permitted by law applicable to WisDOT, County may seek remedies from WisDOT relating to the breach.

10.3. County's Default and WisDOT's Remedies: If County shall fail to perform any of the covenants or conditions required to be performed by it under this Lease, and such default shall continue for thirty (30) days after WisDOT gives County written notice thereof (except that such thirty (30) day period shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such thirty (30) day period, and provided County commences the process of curing such default within said thirty (30) day period and continuously and diligently pursues such cure to completion), WisDOT may, but shall not be obligated to, remedy such default. Upon WisDOT's demand, County shall pay WisDOT all reasonable sums expended or obligations incurred by WisDOT in connection therewith. Notwithstanding the foregoing, WisDOT shall have and may exercise any and all rights provided in law or equity.

10.4. Waiver of Failure to Declare Default: A waiver by either party of a breach or default by the other under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default, nor of any other term or condition of this Lease, and the failure of a party to assert any breach or to declare a default by a party shall not be construed to constitute a waiver thereof so long as such breach or default continues un-remedied.

Section 11: Duty to Keep Leased Premises Free of Liens

11.1. Neither party shall permit any mechanics', laborers', materialmans', or other liens to stand against the Leased Premises or Facility, or the equipment for any labor or material furnished to the Leased Premises or Facility, in connection with work of any character performed or claimed to have been performed on the Leased Premises or Facility, whether such work performed or materials furnished prior to or subsequent to the commencement of this Lease. WisDOT and County shall properly and fully pay and discharge any and all claims on which a lien against the Leased Premises or Facility could be based.

Section 12: Termination - This Lease shall terminate upon the earlier of any of the following:

- 12.1. Expiration of the Initial Term (i.e., forty (40) total years) if either County or WisDOT provides the written notice required in Section 4 indicating it does not wish to automatically renew this Lease.
- 12.2. Expiration of the Renewal Term if this Lease is automatically renewed as generally provided in Section 4 (i.e., forty (40) total years).
- 12.3. Upon WisDOT's election, after having given County sixty (60) days prior written notice.
- 12.4. As otherwise provided in this Lease.

Section 13: Indemnity

- 13.1. Indemnification of County: Wisconsin law prohibits WisDOT from entering into any indemnification agreements whereby WisDOT would indemnify County (or any of its directors, shareholders, officers, members, managers, employees, agents, or representatives).
- 13.2. Indemnification of WisDOT: Indemnification of WisDOT: County shall indemnify, defend, and hold WisDOT (and its directors, shareholders, officers, employees, agents, and representatives) harmless from and against all claims, actions, damages, liability, and expenses (including reasonable attorneys fees and actual costs) arising from, out of, or in connection with the loss of life, personal and bodily injury, and damage to property arising from any accident or occurrence upon said locations, caused in whole or in part by any act or omission of County, its contractors, agents, or employees but only to the extent of the County's negligence. WisDOT shall have no liability for any presence of any hazardous substances existing at or affecting said locations prior to the Occupancy Commencement Date of this Lease, nor be responsible for any presence of any hazardous substances that may, at any time, percolate into, onto, or under said location from a source located upon adjacent property not caused directly by WisDOT act. County shall indemnify and hold WisDOT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for the settlement of claims, attorneys fees, and consultant and expert fees) arising from the presence, disposal, or release of any hazardous substances at said locations existing at or affect said locations as of the Occupancy Commencement Date of this Lease or which may occur following the Occupancy Commencement Date of this Lease as a result of any act or omission of County, its contractors agents, or employees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. This provision shall survive termination of this Lease.

Section 14: Environmental Matters

- 14.1. Obligations of County and WisDOT: To the extent legally applicable, the parties shall comply with all federal, state, and local environmental laws and regulations in the conduct of the use of the Leased Premises and Facility, including but not limited to, Wis. Stat. § 85.17 and Wis. Admin. Code ch. Trans 277. Except as required in the ordinary course of its business, the parties shall not permit or conduct either the generation, treatment, storage, or disposal of any hazardous substance on the Leased Premises or Facility and, to the extent permitted by law, will perform all remedial actions reasonably necessary as a result of its own acts which result in the presence of any hazardous substances on, at, or near, the Leased Premises or Facility, as a result of an act or omission of the party. The County will maintain all reports required under Wis. Admin. Code ch. Trans 277.05. The foregoing covenants shall survive termination of this Lease.

- 14.2. **Notice of Claim:** County and WisDOT agree to provide the other party with any notice of an environmental claim made by third parties or any governmental entity related to the Leased Premises or Facility immediately after receipt of any such claim.

Section 15: Miscellaneous Provisions

- 15.1. **Governmental Regulations:** County and WisDOT shall operate the Facility in full compliance with the applicable requirements of all governing federal, state, and local authorities.
- 15.2. **Successors and Assigns:** This Lease may not be assigned without the written consent of the parties unless by an act of law outside the parties control. All of the covenants, agreements, terms, and conditions contained in this Lease shall inure to and be binding upon County and WisDOT and their respective heirs, executors, administrators, successors, and permitted assigns.
- 15.3. **Notices:** All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and delivered in person or sent by either United States Certified Mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, at the address listed in Sections 2.10 or 2.11, above, as the case may be, or such other address as one party shall have designated in writing to the other party hereto.
- 15.4. **Binding Effect:** The covenants, agreements, and obligations herein contained, except as otherwise specifically herein, shall extend to, bind, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns (but in the case of assigns, only to the extent that assignment is permitted herein). This Lease shall remain in full force and effect regardless of whether County provides maintenance to WisDOT's state trunk and interstate highway system.
- 15.5. **Force Majeure:** Neither party shall be in default of any provisions for failure to perform where such failure is due solely to civil insurrections or disorders, emergency orders of civil authorities, acts of God or any other cause or causes beyond the reasonable control of either party but not including strikes of either party's workforce ("Force Majeure"). The parties agree that the provision of storage space under this Lease is related to the safe operation of WisDOT's highway system and that any interruption in the Lease could be detrimental to the same. In the event of a Force Majeure event, County will make all reasonable efforts to remedy the same including provision of salt or space from another source during the pendency of the Force Majeure event.
- 15.6. **Surrender of Leased Premises:** At the expiration of the Initial Term (if this Lease is not automatically renewed) or Renewal Term (if this Lease is automatically renewed) or if this Lease is terminated, WisDOT shall remove all property, surrender the keys to the Facility to County, and shall inform County of all combinations on locks, safes, and vaults on said locations.
- 15.7. **Governing Law:** The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of this Lease, with application of conflict of law principles.
- 15.8. **Invalidity of a Single Provision:** The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Upon determination of invalidity of any provision, the parties agree to negotiate a replacement provision for the same.

- 15.9. **Captions:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or paragraphs of this Lease, nor in any way affect this Lease.
- 15.10. **Quiet Enjoyment and Accessibility:** County hereby covenants and agrees that if WisDOT shall not then be in default beyond any period for the cure thereof, WisDOT shall, at all times during the term of this Lease, have peaceable and quiet enjoyment and possession of said locations without any manner of molestation or hindrance from County or any other person, firm, or corporation. WisDOT shall have unimpeded Access to the Leased Premises and Facility throughout the Initial Term and, if exercised, any Renewal Term of the Lease.
- 15.11. **Recordable Lease:** County agrees that upon WisDOT's request, County will promptly cause a memorandum or short form lease in accordance with the terms hereof to be recorded with the Office of the Register of Deeds for Outagamie County. WisDOT shall submit a form of such memorandum or short form lease in recordable form to County for its approval, with such approval not to be unreasonably withheld. Nothing in this paragraph prevents WisDOT from recording the Lease.
- 15.12. **Survival:** All representations, warranties, and other agreements described in this Lease shall survive the expiration or termination of this Lease.
- 15.13. **Right of Entry:** County shall have unimpeded Access to the Leased Premises and Facility throughout the Initial Term and, if applicable, any Renewal Term in order to effectuate this Lease. Only properly authorized County personnel or contractors shall store, handle, or remove sand or salt on or from the Leased Premises or Facility.
- 15.14. **Entire Agreement:** This Lease contains the entire agreement between the parties and shall not be modified in any manner except by written amendment attached to this Lease and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

FOR OUTAGAMIE COUNTY

FOR WISDOT

Thomas Nelson
Outagamie County Executive
Dated: _____

Region Operations Manager
Dated: _____

Dan Gabrielson
Outagamie County Board Chair
Dated: _____

Statewide Maintenance Engineer
Dated: _____

Kelly Gerrits
Outagamie County Clerk
Date: _____

APPROVED AS TO FORM:



Kyle J. Sargent
Outagamie County Corporation Counsel