



136 North Monroe Street
Waterloo, WI 53594
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PUBLIC NOTICE OF A COMMITTEE MEETING OF THE CITY OF WATERLOO COMMON COUNCIL

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and news media, that a public meeting will be held to consider the following:

COMMITTEE: FINANCE, INSURANCE & PERSONNEL COMMITTEE
DATE: May 21, 2026
TIME: 6:00 pm
LOCATION: Municipal Building Council Chamber, 136 N. Monroe Street

- 1) CALL TO ORDER AND ROLL CALL
- 2) APPROVAL OF MEETING MINUTES: April 16, 2026
- 3) CITIZEN INPUT / PUBLIC COMMENT (3-Minute time limit)
- 4) OLD BUSINESS
- 5) NEW BUSINESS
 - a) April 2026 Financial Statements: Payroll \$46,212.79, General Disbursements \$193,922.06, and Clerk/Treasurer's Reports [\[see on municipal website\]](#)
 - b) 333 Portland Rd -Offer to Purchase
 - c) Developers Agreement 333 Portland Rd -Yohn
 - d) Resolution 2026-24 New Credit Card Payment Software
 - e) Mobile Home Application & Affidavit
 - f) Discussion on Mobile Home Ordinance
 - g) Resolution 2026-23 Approving Epoxy Floor Quote for Police Department
 - h) Discussion on §53-11 Fund Balance Policies and §53-12 Debt Policies
- 6) ROLLING TASK LIST
- 7) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
- 8) ADJOURNMENT

Jeanne Ritter
Clerk/ Deputy Treasurer

Committee Members: Haseleu, Weihert and Kuhl

Posted, Emailed & Distributed:05/19/2026.

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noted. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services, please contact the clerk's office at the above location.

CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE: MEETING MINUTES
April 16, 2026

1. CALL TO ORDER AND ROLL CALL. C. Kuhl called the meeting to order at 5:32 p.m. Members in person: Weihert, Haseleu and Kuhl. Absent: none Others attending in person: DJ Dorn, Alder Thomas; J.Zimmermann; Mayor Quimby; Alder Cummings; Utilities B. Sorenson; Chief of Police Warner; Asst. Fire Chief Whitebird; Parks Haberkorn; Treasurer Nelson; Clerk Ritter and WLOO Cable.
2. APPROVAL OF MEETING MINUTES: March 19, 2026, April 1, 2026 and April 2, 2026 Motion [Haseleu/Weihert] VOICE VOTE: Motion carried.
3. PUBLIC COMMENT (3 Minute Time Limit) none
4. DEPT. HEAD REVIEWS Motion to go into Closed Session [Weihert/Haseleu] ROLL CALL: Yes-3 No-0. Motion carried.
 - a. Police Chief Review and Department Head Review After-Action Summary. [The Finance Committee may convene in closed session per Wis. Stat. 19.85(1)(c) "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility."]

Motion to go into Open Session [Weihert/Haseleu] ROLL CALL Yes -3 No-0 Motion Carried.
5. OLD BUSINESS
 - a. Resolution 2026-13 2025 Carry-Over. Motion [C.Kuhl/Haseleu] VOICE VOTE: Motion carried.
 - b. Resolution 2026-14 Resolution Reallocating Funds from Police Payroll Budget to Purchase Records Management System with Additional Computer Aided Dispatch. Motion [C.Kuhl/Weihert] VOICE VOTE: Motion carried.
6. NEW BUSINESS
 - a. March 2026 Financial Statements: Payroll \$98,541.73, General Disbursements \$420,136.42, and Clerk/Treasurer's Reports [\[see on municipal website\]](#) Motion [Weihert/Kuhl] VOICE VOTE: Motion carried.
 - b. 2026 Contingency Funds
7. ROLLING TASK LIST
8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS .
9. ADJOURNMENT. MOTION[Weihert/Haseleu] To adjourn. VOICE VOTE: Motion carried. Approximately 6:55pm.

Jeanne Ritter
Clerk/Deputy Treasurer

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON May 6, 2026 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

3 The Buyer, Thomas A. Yohn
4 offers to purchase the Property known as Lot 1 of Certified Survey Map No. 6641, Document No. 1504842
5 City of Waterloo, Jefferson County, Wisconsin (Parcel ID No. 290-0813-0542-018).

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

9 **PURCHASE PRICE** The purchase price is One Hundred Dollars
10 _____ Dollars (\$ 100.00).

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

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

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

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

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

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

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before June 15, 2026

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

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

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

36 **CLOSING** This transaction is to be closed on _____ or before July 1, 2026
37 _____

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

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

44 **EARNEST MONEY**
45 ■ EARNEST MONEY of \$ N/A accompanies this Offer.

46 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.

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

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

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

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

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

67 ■ ~~LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties~~
68 ~~in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest~~
69 ~~money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party~~
70 ~~disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified~~
71 ~~mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order~~
72 ~~regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of~~
73 ~~residential property with one to four dwelling units. Buyer and Seller should consider consulting attorneys regarding their~~
74 ~~legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good~~
75 ~~faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional~~
76 ~~Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 48.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

229 **FENCES:** Wis. Stat. § 00.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

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

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

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

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

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

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

256 ~~ZONING:~~ Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 254-255.

258 ~~SUBSOILS:~~ Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 254-255 impossible or significantly increase the costs of such
260 development.

261 ~~PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:~~ Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 254-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 254-255 ~~CHECK~~
266 ~~ALL THAT APPLY:~~ conventional in ground; mound; at grade; in ground pressure distribution; holding
267 tank; other: _____.

268 ~~EASEMENTS AND RESTRICTIONS:~~ Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 254-255.

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

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

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

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

282 ~~LAND USE APPROVAL/PERMITS:~~ This Offer is contingent upon (Buyer/Seller) ~~STRIKE ONE~~ ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a ~~CHECK ALL THAT APPLY~~ rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 254-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

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

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

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

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

~~903 provide the map and failed to timely deliver the map to Buyer. Buyer may terminate this Offer if Buyer delivers a written~~
~~904 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.~~

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

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

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

920 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).
921 ~~(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date~~
922 ~~on line 1 of this Offer that discloses no Defects.~~

923 ~~(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an~~
924 ~~inspection of _____~~
925 ~~_____ (list any Property component(s)~~

926 ~~to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.~~

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

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

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

933 ~~This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers~~
934 ~~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~~
935 ~~Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).~~

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

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

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

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

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

- 345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
- 346 stating Seller's election to cure Defects;
- 347 (2) curing the Defects in a good and workmanlike manner; and
- 348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

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

- 350 (1) Seller does not have the right to cure; or
- 351 (2) Seller has the right to cure but:
 - 352 (a) Seller delivers written notice that Seller will not cure; or
 - 353 (b) Seller does not timely deliver the written notice of election to cure.

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

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

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

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

670 ~~CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 374 or 372:~~

671 ~~FIXED RATE FINANCING: The annual rate of interest shall not exceed _____%.~~

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

677 ~~■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer~~
678 ~~or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.~~
679 ~~This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment~~
680 ~~(even if subject to conditions) that is:~~

- 681 ~~(1) signed by Buyer; or,~~
- 682 ~~(2) accompanied by Buyer's written direction for delivery.~~

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

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

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

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

695 ~~SELLER FINANCING: Seller shall have 10 days after the earlier of:~~

- 696 ~~(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 301-304; or~~
- 697 ~~(2) the Deadline for delivery of the loan commitment on line 357;~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____ (name other contingencies, if any); and
- 447 _____
- 448 (3) Any of the following checked below:

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

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

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

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

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

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**
472 The net general real estate taxes for the preceding year, or the current year if available (Not general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

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

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

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

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

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

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

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

655 **ADDITIONAL PROVISIONS/CONTINGENCIES**
656 _____
657 _____
658 _____
659 _____
660 _____

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered by and between the City of Waterloo, a Wisconsin municipal corporation (the "City"), with its principal office located at 136 N. Monroe Street, Waterloo, WI 53594, and Thomas A. Yohn, an adult resident of the state of Wisconsin (the "Developer"), residing at 208 Indian Summer Road, Marshall, WI 53559. The parties to this Agreement may be referred to herein individually as "Party" or collectively as "Parties". This Agreement is effective as of the date signed by both parties (the "Effective Date").

WITNESSETH:

WHEREAS, the City owns a 5.12-acre property located at 333 Portland Road, Parcel ID No. 290-0813-0542-018, which is legally described as: Lot 1 of Certified Survey Map No. 6641, Document No. 1504842, City of Waterloo, Jefferson County, Wisconsin (the "Property"); and

WHEREAS, the Property is located in the City's Tax Increment District No. 3 ("TID No. 3"); and

WHEREAS, the Developer has offered to purchase the Property for \$100.00, to develop the Property as an Auction House; and

WHEREAS, the City desires to sell the Property to the Developer in accordance with the terms and conditions articulated in this Agreement.

NOW, THEREFORE, the Parties state and agree as follows:

1. Incorporation. The recitals articulated above are incorporated herein by reference.
2. Objective. The objective of this Agreement is to provide for the development of the Property for a commercial use, as an Auction House. By this Agreement, the Parties intend to accomplish the following:
 - a. Allow the Developer to acquire the Property;
 - b. Articulate the terms and conditions by which the Developer shall construct utility extensions to the Property;
 - c. Establish a defined improvement plan that states the improvements the Developer must construct to serve the Property and establish an Auction House on the Property in accordance with an agreed upon schedule for such improvements;
 - d. Ensure that the Property provides sufficient tax revenues to allow the City to recover the costs of the subsidized price at which the City is selling the Property to the Developer and to permit the City to administer TID No. 3.

3. Developer's Obligations. Upon execution of this Agreement, the Developer shall proceed as follows:

a. Acquire the Parcel. The Developer shall acquire fee simple title to the Property from the City for One Hundred Dollars (\$100.00). The Parties shall execute all necessary documentation to effect the Developer's acquisition of the Property. The date on which the City transfers the Property to the Developer is hereafter referred to as the "Acquisition Date".

b. Obtain a Conditional Use Permit. The Property is zoned M-1 Limited Industrial District. The Developer understands that an Auction House use is a conditional use in the M-1 District. The Developer shall apply for and obtain a conditional use permit from the City, permitting the location and operation of an Auction House on the Property. Developer understands that by entering this Agreement, the City is not agreeing to grant a conditional use permit to the Developer, and that the Developer must make a separate application to the City for a conditional use permit and meet all conditions required for such permit as articulated in Wisconsin Statutes and City Code.

c. Construct Utilities. The Developer is required to extend municipal water, sewer, and electric utilities to serve the Auction House building (the "Building") to be constructed on the Property. The Developer is responsible for all costs associated with the extension of municipal water, sewer, and electric utilities necessary to serve the Building. Prior to construction of the utility extensions, the Developer shall present engineering plans for the utility extensions to the City and Waterloo Utilities for review and approval by the Waterloo Utilities Engineer. The Developer's plan to extend utilities to serve the Auction House facility must conform with all requirements of the City Code and any terms, conditions, and recommendations of the Waterloo Utilities Engineer, and shall be constructed in accordance with generally accepted industry standards and practices. The plans for utility extensions will be incorporated into this Agreement and attached as an Exhibit upon approval by the Waterloo Utilities Engineer.

d. Construct the Improvements. The Developer has presented the City with a phased improvement plan for the Property, which the Parties agree is necessary for the operation of an Auction House facility on the Property. In accordance with these plans, which are attached hereto and incorporated herein as Exhibit A, the Developer shall:

i. Within one (1) year of the Acquisition Date, the Developer shall fence the Property, install gravel in the staging area, and establish a tree screening between the Property and Lot 2 of CSM 6641 (Parcel Identification No. 290-0813-0531-001).

ii. Within two (2) years of the Acquisition Date, the Developer shall complete the Building on the Property, install all concrete approaches, and install security lighting.

iii. Within three (3) years of the Acquisition Date, the Developer shall complete the asphalt parking lot for the property.

iv. The Developer commits to making all such improvements in accordance with the approved improvement plans, attached hereto as Exhibit A.

e. Developer's Guaranteed Payment.

i. As part of its improvement plan, the Developer guarantees a certain minimum property tax revenue to the City for each tax year for which the improvements remain incomplete (the "Guaranteed Payment"). The Guaranteed Payment is calculated as follows: the Parties agreed to an assumed total value of the Property as improved of \$394,400.00 (the "Assumed Value"); for each tax year, the Assumed Value is multiplied by the applicable Mill Rate for the tax year to establish the tax revenue that the Property should generate upon improvement ("Improved Tax Revenue"); the actual property taxes paid by the Developer for the applicable tax year are then subtracted from the Improved Tax Revenue to result in the Guaranteed Payment. As a way of example, when the Assumed Value is multiplied by the 2025 Mill Rate, the Improved Tax Revenue payment is \$6,441.33. The Guaranteed Payment for Tax Year 2026 would be either this amount reduced by the amount of any actual property taxes paid to the City. The Guaranteed Payment for any tax year shall not be less than \$6,441.33.

ii. For each year this Agreement is in effect and for which the improvement plan is incomplete, the Developer shall make a Guaranteed Payment to the City on or before December 31 of each applicable year. For the year in which this Agreement is executed, the Guaranteed Payment shall be prorated.

iii. Upon full and final completion of the improvement plan as articulated in Paragraph 3.d. of this Agreement, the Developer shall have no further obligation to make the Guaranteed Payment.

4. City Representations and Warranties.

a. The City has the requisite power and authority and legal right to enter into this Agreement and to perform the transactions contemplated hereby.

b. The individuals executing this Agreement on behalf of the City are duly empowered and authorized to execute this Agreement on behalf of the City and to deliver the same. Once this Agreement has been duly executed and delivered by all Parties hereto, it will constitute a binding obligation on behalf of the City subject to the terms and provisions hereof.

c. The City will establish any necessary utility easements on Lot 2 of Certified Survey Map No. 6641, Document No. 1504842, City of Waterloo, Jefferson County, Wisconsin, to serve the Property. The City agrees to cooperate with the Developer in the establishment of said easements.

5. Developer Representations and Warranties.

a. The Developer has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

b. Contingent upon the closing of the acquisition of the Property, the Developer will accept fee simple title to the Property; will cause the completion of the Developer's Obligations in accordance with the terms of this Agreement and all applicable federal, state, and local laws,

ordinances, and regulations; and the Developer will pay all costs and expenses of the completion of the Developer's Obligations.

c. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein or the performance of Developer's obligations hereunder, will not result in a breach of any terms, provisions or conditions of any agreement, written or otherwise, affecting the Developer or by which it is bound.

6. Term. The term of this Agreement shall be for a period commencing upon the date that this Agreement is signed by both Parties and expiring on the earlier of the Developer's completion of the Developer's Obligations, or the expiration of TID No. 3.

7. Sale of the Property. The Developer requires the express consent of the City to sell the Property prior to the expiration of the Term. The City will not unreasonably withhold consent to the sale of the Property, but may impose certain reasonable conditions on any proposed sale of the Property, including but not limited to the requirement that the subsequent purchaser assumes the Developer's obligations under this Agreement or that the subsequent purchaser enter a separate development agreement with the City.

8. Miscellaneous Provisions.

a. Amendment of Agreement. This Agreement may only be amended by the signed written agreement of the Parties.

b. Severability. If any provision of this Agreement is held invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement, which shall continue in full force and effect.

c. No Assignment. Neither Party may assign its rights or obligations under this Agreement without the expressed written agreement of the other Party.

d. No Vested Rights. Nothing in this Agreement shall be construed to grant the Developer any vested rights regarding the development, improvement, and use of the Property.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic transmission, including by PDF or other electronic means, shall be deemed to be original signatures for all purposes.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below.

CITY OF WATERLOO

By: _____
Jenifer Quimby, Mayor

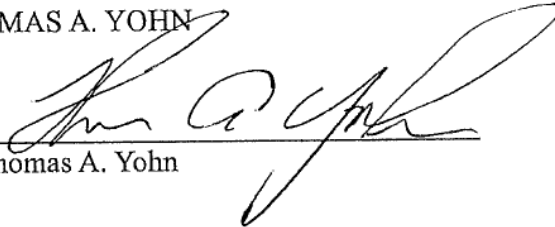
Date

ATTEST:

Jeanne Ritter, City Clerk/Deputy Treasurer

Date

THOMAS A. YOHN

By: 
Thomas A. Yohn

5/15/2024
Date

DRAFTED BY:

Attorney Christopher T. Nelson
AXLEY LLP
2 East Mifflin Street
Madison, Wisconsin 53703



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

Resolution No. 2026-24

A Resolution Approving a New Credit Card System for City Hall, Parks and Police

WHEREAS, the City Hall, Parks and Police are in need of an updated credit card system to better serve Waterloo; and

WHEREAS, the current system is not working in City Hall and the system does not have capabilities for online payments; and

WHEREAS, the funds would come from _____; and

WHEREAS, the City of Waterloo has received a quote from Town Web for \$3,400.00 for the 1st year and then \$2,400.00 for each additional year ;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Waterloo, WI:

1. **Authorization to Purchase:** The City Council hereby authorizes City Hall to purchase and install a new credit card system from Town Web for \$3,400.00 for the 1st year and \$2,400.00 each additional year.
2. **Funding Allocation:** The City Council approves funding from _____.
3. **Effective Date:** This resolution shall be in full force and effect immediately upon its adoption.

Passed and adopted by the City Council of Waterloo on this 21st of May, 2026.

City of Waterloo

Signed: _____
Jenifer Quimby
Mayor

Attest:

Jeanne Ritter
Clerk/Deputy Treasurer

Town Web's Digital Governance: Your Government OS



**You Gain Civic Engagement Where
Connectivity Meets Community**

Delivered on: April 14, 2026 | **Submitted by:** Karl Pacheco, Town Web Design, LLC | **Expiring on:** May 31, 2026

City Of Waterloo, WI
136 N Monroe Street
Waterloo, Wisconsin, 53594

Dear Lana,

In today's world, keeping up with a digital presence while making sure everyone's in the loop can feel like juggling flaming torches for municipalities. As a city clerk, you've probably got your hands full. Between a pile of tasks, trying to get a word out in a way that sticks, and adapting to how things have shifted post-pandemic, it's a lot.

Ever feel like you're stuck on a hamster wheel, thanks to a website that seems more like a foe than a friend? Yeah, we get it. It's not just about slapping on a new coat of digital paint. What really makes a difference is having a solution that gets the whole picture and a partner who's got your back on the unique challenges municipalities face.

That's where Town Web comes in, and I'm happy to provide you with a custom solution.

With HeyGov, residents can easily complete and submit online forms for common requests—whether it's reporting concerns, requesting documents, or submitting general inquiries—reducing the need for in-person visits and manual paperwork.

We also streamline the application process for permits and licenses by bringing everything online. Residents can apply, upload required documents, and track their status in one place, while your team benefits from organized, centralized submissions.

In addition, our platform enables online reservations for community spaces and facilities, allowing residents to book and manage availability in real time without back-and-forth communication.

To further simplify operations, we integrate secure online payment options so residents can conveniently pay for permits, fees, and reservations—helping your municipality save time, reduce errors, and improve cash flow.

We are committed to providing you with an accessible, affordable, and easy-to-use government operating system that will make your municipal life easier. We don't want to just be your vendor. We desire to be a long-term partner.

In the following pages, we'll dive deeper into how Town Web can help you overcome your challenges and transform your municipal every day from a source of stress to a fountain of success.

Sincerely,

Karl Pacheco
New Client Coordinator with Town Web Design, LLC
karl@townweb.com | Toll-Free: 877-995-TOWN (8696)

TOWN WEB'S STORY

Back in 2007, nestled in the heart of Wisconsin, Town Web began its journey. We started as a small team with big dreams, spotting a need for communities to dip their toes into the digital waters. As the digital landscape morphed—from desktops ruling the roost to smartphones becoming our fifth limb, from the first ping of a push notification to the comprehensive wave of digital transformation—we've been right there, growing and adapting hand-in-hand with the evolving needs of our municipal clients.

Fast forward to today, and you'll find us in 45 states with 800 customers under our belt. What's even more heartwarming? Hundreds of those clients have stuck by us for over a decade! And why, you might ask? Because at the core of everything we do, it's all about our solutions for you and how we support you!

We're all about listening—really listening—to what municipal staff like you need and then crafting our solutions to fit those needs perfectly, all while keeping your budget in mind. Our commitment to R&D means we're ahead of the curve, ensuring the tools we provide solve the demands you have. (And yes, even some of our municipal software is powered by AI!)

We're boasting a 97% average customer satisfaction rate from our municipal customers. Yet, what truly sets us apart isn't just our software or our support. It's our dedication to making your municipal life easier.

How do we deliver an easier municipal life for you? It's a mix of the following:

1. Our software is a breeze to use and highly intuitive.
2. Our tutorials, how-to files, and training video library cover all the bases.
3. Our support team is on standby 24/7 to help you.

In essence, Town Web's story is a tale of dedication to you, the heartbeat of municipal operations. We're not just a provider; we're your guide to navigating the complexities of digital governance & municipal life.

We arm you with the tools and support so you can serve your community better. Let's embark on this journey together, towards a more efficient, effective, and digitally empowered municipal government!

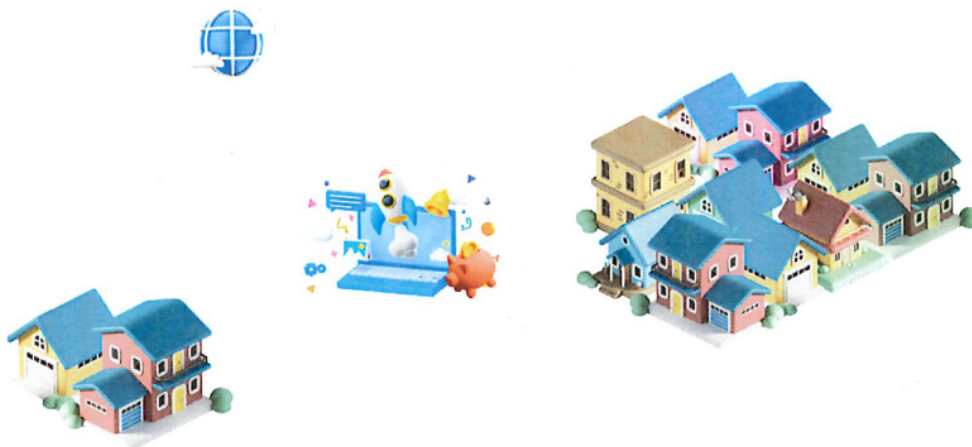


Service Overview

Town Web's Digital Governance platform, branded as "HeyGov", is a cloud-based software suite designed to streamline municipal operations by moving essential services online. More than just a payment portal, "HeyGov" is a comprehensive solution that reduces administrative workload, enhances efficiency, and improves communication between departments, staff, and residents.

With "HeyGov", municipalities can digitize forms, licenses, and applications, ensuring that submitted information seamlessly flows across departments. This eliminates paperwork bottlenecks, speeds up processing times, and enhances collaboration. The platform also integrates an advanced payment portal, allowing municipalities to collect fees online, in person, and remotely.

All digital forms, payments, and applications can be embedded directly within a municipality's website, ensuring a seamless experience for both residents and staff. Plus, Town Web's "White-Glove" Concierge Service provides full onboarding support, making implementation smooth and hassle-free.



Key Benefits of Town Web's Digital Governance "HeyGov"

Municipal administrators and department heads can manage a wide range of services from the dedicated Digital Governance Dashboard (<https://app.heygov.com>):

- **Department & User Management** – Set up departments, assign roles, and manage staff access.
- **Form & License Processing** – Create, edit, and manage forms using a simple drag-and-drop editor.
- **Workflow Automation** – Customize how applications and licenses are reviewed and approved.
- **Bank Account & Payment Management** – Set up different accounts per department and configure fees (e.g., resident/non-resident pricing, deposit fees, late fees).
- **Citizen Engagement & Payment Tracking** – View form submissions, payments, and reported issues from residents in one centralized system.
- **311 Issue Tracker** – Receive and manage non-emergency concerns submitted by residents.

Online Payments "HeyGov Pay"

A robust **payment portal** allowing municipalities to collect fees online, in person, or remotely. Payments integrate with existing utility billing and accounting systems for easy reconciliation.

Online Forms and Digital Workflows Module "HeyLicense"

Digitize and streamline the processing of municipal forms, licenses, and applications, such as:

- Dog licenses
- Building permits
- Operator licenses
- Boat launch permits
- Land use applications

With automated workflows, information is routed efficiently across departments, ensuring timely processing and reducing manual effort.



Online Venue and Campground/Marina Rentals "HeyReserve"

Enable your residents to book, review town policies, and submit payments all in one place – an online reservation system that enables you to manage facility rentals for community spaces, such as:

- Park shelters & pavilions
- Sports fields
- Event venues
- Campsites & RV sites

Citizens' Requests and Reports "Hey311"

A modern citizen engagement tool that enhances communication between residents and municipal offices. Citizens can:

- Report non-emergency issues (e.g., potholes, streetlights, public works concerns).
- Track requests in real time.
- Receive automated updates as their request is processed.

Municipal staff can assign, track, and resolve issues efficiently, ensuring transparency and accountability.

Unparalleled Support for Municipalities

We know that each municipality has its unique quirks and requirements. That's why our support is fully customizable. Whether you need hands-on training, on-demand tutorials, or "White Glove" Service where someone handles the website updates on your behalf. Our team is equipped to provide the level of support that perfectly matches your needs & budget.

Included with any module of Town Web's Digital Governance as a Free Support package:

- Managing Emergencies with Payments
- Bugs fixes
- Critical issues addressing
- 2 trainings per year
- Access to the online knowledge base



STANDARD CUSTOMER SUPPORT

The medium package includes:

- Everything offered in the "Free" option
- Faster response time (4h response time during working hours)
- Plus 2 trainings per year (4 in total)

PREMIUM CUSTOMER SUPPORT

The premium customer support package includes:

- Everything in the "Standard" option)
- Access to form templates (Form builder)
- Extremely fast response time (2h response time during working hours)
- Plus 2 trainings per year (6 in total)
- Custom video replies to support tickets



Residents and Businesses

Citizens and businesses can access HeyGov in multiple ways:

- **Embedded Website Forms** – Forms, licenses, and applications can be directly integrated into municipal websites
- **HeyGov Portal (<https://app.heygov.com>)** – Residents can log in to submit and track applications and payment
- **Mobile App** – Available on iOS and Android for easy access to municipal service
- **Email Notifications** – Residents receive real-time updates and can reply directly via email, with conversations attached to their request or form

By implementing HeyGov, municipalities can provide modern, user-friendly digital services that enhance operational efficiency and improve citizen engagement—bringing municipal governance into the digital age.

HeyGov

HeyVille

City dashboard

Daily activity

ID	FORM	DATE	APPLICANT	STATUS	INFO	PAYMENT STATUS
DOG-122	City of Echo - Dog License	7 hours ago	Ann Bright	Approved	123	
BOATY-139	Boat Launch	8 hours ago	Elena U	In progress	NV2334	
DOG-19	Dog License	5 days ago	Chris Astrella	Approved		
DOG-121	City of Echo - Dog License	5 days ago	Chris Astrella	Approved	1234	
31	Building Permit	6 days ago	Atanas @ HeyGov	Approved	123	

311 Requests status

Road & Safety 1 items

Service Order

Client Name: City Of Waterloo, WI

Billing Address: 136 N Monroe Street

City, State, ZIP: Waterloo, Wisconsin, 53594

Prepared by: Peter Stanko

Valid through: May 31, 2026

Bill date: Signing date

Billing Contact: Lana Nelson

Phone: (920) 478-3025

Email: treasurer@waterloowi.us

Date: Signing date

Term: 3 years

Effective date: Signing date

City Of Waterloo, WI Proposed Pricing

Description	Price	Qty	Total
Digital Governance Tools Setup (one-time fee)			\$1,000
HeyGov Online Digital Solutions:			\$2,400/year
<ul style="list-style-type: none"> Digital Forms with Workflows (up to 10) Online Reservations Online Payments 			
Free Customer Tech-Support and Module Maintenance – included!			
<input type="checkbox"/> opt: "HeyLicense" Form Generator Module <i>Storage for up to 50 / 100 forms and licenses, with unlimited submissions.</i>			\$1,200/year
<input type="checkbox"/> opt: Standard Customer Support			\$1,200/year
<input type="checkbox"/> opt: Premium Customer Support			\$2,400/year
<input type="checkbox"/> opt: Utility Billing / Tax Integration Module			\$1,200/year
<input type="checkbox"/> opt: Workhorse (other) Integration Module			\$1,200/year
ANNUAL			\$2,400
TOTAL 1ST YEAR			\$3,400

The End User Licence Agreement (EULA) between the Client and HeyGov, Inc. is incorporated by reference in this Service Order. The person signing below represents that he or she is authorized to sign this Service Order on behalf of the Client and that the Client accepts this Service Order subject to the terms in the EULA: <https://heygov.com/end-user-license-agreement>

The contract is for 3 years, ensuring a fixed annual fee for the full duration of the contract. The total first-year fee will be invoiced after the proposal is signed and is due 30 days after invoicing. To accept this quote, you can electronically sign it below or sign and fax it to 321-600-9008. Once we have a signed copy, we will email you an invoice, and after it's paid, your dedicated Account Manager will contact you to schedule your Onboarding meeting.

 SIGNATURE
Lana Nelson

Lana Nelson, City Of Waterloo, WI, Town Treasurer