

CITY OF ELROY
PUBLIC NOTICE

ORIGINAL

COMMON COUNCIL MEETING

THE COMMON COUNCIL WILL HOLD THEIR REGULAR MONTHLY MEETING ON **TUESDAY, JANUARY 13, 2015, AT 7:00 P.M.** IN THE COUNCIL CHAMBERS OF CITY HALL LOCATED AT 225 MAIN STREET AND TO CONVENE INTO CLOSED SESSION PURSUANT TO WIS. STATS. § 19.85(1)(c) and (e) - CONSIDERING EMPLOYMENT, PROMOTION, COMPENSATION OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY. DISCUSSION ON THE PERFORMANCE EVALUATION OF THE CITY ADMINISTRATOR.

AGENDA

This meeting will follow Robert's Rules of Order, which provides common rules and procedures for deliberation and debate in order to place the whole membership on the same footing and speaking the same language.

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance
- 4) Approval of Minutes – Common Council December 16, 2014
- 5) Public Comment (5 minute limit, no action to be taken, items not on agenda)
- 6) Communications:
 - a) Mayor's Comments, Communications and Recommendations
 - b) Council's Communications
 - c) Administrator's Communications
- 7) Consent Agenda:
 - a) Discussion about Ambulance service
 - b) Introduce action to annex lands from the Town of Plymouth in Section 33, T15N, R2E
 - c) Discussion and possible action on Developers Agreement with RBJ Developments for stormwater improvements
 - d) Discussion and possible action on Resolution #976 to raze 110 S. Main Street
 - e) Discussion and possible action on Resolution #977 to raze 209 Academy Street
 - f) Discussion and possible action on offer to purchase City owned property on Tilmar Street
 - g) Citation/housing inspection update
 - h) Review summary of key activities of 2014
 - i) Review 2015 Council Goals
 - j) Expenditures
- 8) Reports:
 - a) Citation and Housing Inspection Update
 - b) Utility Commission update; CDA Update,
 - c) Update from Streets, Finance & Personnel, Ordinance, Parks, Long Range Planning and Tourism Committees
 - d) Administrator's report: Bardo Schedule and WEDC Grant resubmittal; Brunner water and sewer project, City Hall repairs and architectural study; Downtown demolition update; Museum furnace
- 9) Closed Session
 - a) Closed Session pursuant to WIS. STATS. § 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. For the discussion on the performance evaluation of the city administrator.
- 10) Next meeting date – February 10, 2015
 - a) Agenda Items?
- 11) Adjourn

Mark R. Stanek, Mayor

Notification of this meeting has been posted in accordance with Wisconsin's Open Meeting Laws. The Common Council may take action on any item on the agenda. It is possible that members or a quorum of members from other governing bodies may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact Mark Steward City Administrator/Clerk/Treasurer (462-2400) or by writing to City Hall, 225 Main Street.

Common Council Meeting Minutes

December 16, 2014

UnApproved

Call to order at 7:00 pm by Mayor Stanek

Roll Call.

Klipstein – here
District 2 Vacant
Garvin – here
Huber – here
Pfof – here
Stanek – here

Also in attendance: Mark Steward, City Administrator, William Jefferson, Attorney, Todd Lindemann, Dave Cosmus, Bill Collins and Dianna Anderson

Pledge of Allegiance

Klipstein/Garvin motion to approve minutes. All ayes. Carried.

Public Comment:

None

Communications:

Mayor to appoint Todd Lindemann

Garvin/Huber motion to approve Todd Lindemann as District 2 Alderperson. All ayes. Carried.

Oath of Office issued to Todd Lindemann

Appointments: Klipstein to Library Board and Todd Lindemann to Utility Commission, Fire and Ambulance Commission and Board of Appeals by the Mayor.

Garvin/Huber motion to confirm and approve Todd Lindemann to Utility Commission, Fire and Ambulance Commission, and Board of Appeals; Tessa Klipstein to Library Board; All ayes. Carried.

Emergency Government Director appointment of Steward, default to Mayor if Steward not available.

Council: Garvin presented the draft of Council Goals and the JPR for the City Administrator. He is asking for input and action in January.

Garvin – last time we can submit comments to the PSC for the ATC powerline is January 5, 2015. Garvin recommends submitting another letter in opposition to the line coming through the southern part of Elroy and recommend the northern route as the route through Elroy has the potential to negatively effect and impact the City owned property. Council directs Steward to draft letter to PSC regarding Badger Coulee line.

Discussion and possible action on Resolution 975.

Garvin/Pfof motion to approve Resolution 975. All ayes. Carried.

Discussion and possible action on Director of Public Works and staffing in water and sewer.

Steward presented the discussion had by the Utility Commission. Plan B is to have Lind and Saemsich as Operators-in-charge and hire in staff beneath them. Council agrees to hire this way.

Discussion and possible action on Resolution #974

Steward reported that the Utility Commission is asking for an increase in sewer rates for offsite wastewater. This will not affect individual property rates.

Garvin/Pfost motion to approve Resolution #974. All ayes. Carried.

Discussion and possible action on operator's licenses for Kristin Vranish and Andrew Griffin.

Klipstein/Huber motion to approve Vranish and Griffin operator's licenses. All ayes. Carried.

Discussion and possible action on alternate side parking ordinance.

The West side of Second Main Street and the East side of North Brooklyn and South Brooklyn is not in the ordinance but it is on the sheet we provide to residents and the newspaper. Jefferson reviewed the ordinance. Garvin asked that the Police and Ladwig get together and discuss the options and report back to the Council at next Council meeting and Jefferson will draft amendment.

Discussion and possible action on Community Service Day.

Garvin presented an idea to have the Council establish a Community Service Day and the Council will participate in a project at the park. Put the Park Planning group back together in January and ask them to handle some park projects as well. Garvin asked the Council if they will take on projects at the Park, possibly painting the school house.

Klipstein said she would help. Pfost said it depends on his work commitments. Council Members are in agreement to help out. Steward and Jefferson will participate as well.

Discussion and possible action on Main Street property acquisition and raze.

Steward informed the Council that the City purchased the Hawkhunter property at 125 Main Street on the corner of Franklin and Main Street. Purchased this as part of implementing the downtown plan for future development.

Discussion and possible action on citations and possible raze of homes.

Steward handed out new matrix on the property issues in Elroy. Next raze order properties include 306 Second Main, 110 S. Main and 209 Academy. Normally the property owner is given 60 days to give us a plan to take the building down. If they do nothing by the end of 60 days then the City can take the building down and put the costs on the taxes.

Garvin/Huber motion to direct Bill Jefferson to prepare a Resolution for a raze order on 110 S. Main Street. All ayes. Carried.

Garvin/Pfost motion to direct Bill Jefferson to prepare a Resolution for a raze order of 209 Academy Street. All ayes. Carried.

Garvin/Huber motion to authorize the City Administrator to contract an inspection of the building at 306 Second Main Street. All ayes. Carried.

Discussion and possible action on archery authorizations for Tyler Brown at 105 Center Street and Tony Green at 211 Western Avenue.

Pfost/Garvin motion to approve Tyler Brown and Tony Green archery authorizations. All ayes. Carried.

Discussion and possible action on Expenditures.

Zindorf interested in getting out of being the Cemetery Sextion

Garvin/Huber motion to approve expenditures. Roll call. All ayes. Carried.

Reports:

\$25 gift certs to staff. Steward informed the Council that the Bardo project is on track with middle of January timeframe for moving product into the warehouse. The city did not get the WEDC CDIG and we are working on a new submittal due in January. The sewer portion of the Brunner project is complete, water and paving will be completed in the spring. Steward continues to work with Cameron Architects on the City Hall remodel. Warner's project is delayed.

Utility Commission update.

Steward updated from the UC earlier in the day.

Community Development Update:

Garvin reported on the activities of the CDA. There is a façade program that they are implementing and hoping to get 4 or 5 businesses to take part in the program.

Next meeting is January 13, 2015.

Need committee meetings. Garvin would like a Finance Committee meeting on Monday January 12 at 6:30 pm. Ordinance Committee at 6:00 pm on January 13. Streets Committee on January 2 at 2:00 pm meeting at Street Shop. Long Range Planning set it for February.

Klipstein/Pfost motion to adjourn at 8:25 p.m.

Mark Steward
City Administrator

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
GENERAL FUND						
10 -100010	CASH	0.00	0.00	0.00	0.00	0.00
10 -100020	COMMONS CC ACCOU	0.00	0.00	0.00	0.00	0.00
10 -100030	TAX ACCOUNT	338,201.40	0.00	0.00	338,201.40	338,201.40
10 -100040	EC REV LOAN FUND	0.00	0.00	0.00	0.00	0.00
10 -100080	CDBG HOUSING FUN	0.00	0.00	0.00	0.00	0.00
10 -100090	LGIP#1 GENERAL	350,050.02	0.00	0.00	350,050.02	350,050.02
10 -100110	CITY TREE FUND	0.00	0.00	0.00	0.00	0.00
10 -100120	LGIP#4 LIBRARY C	0.23	0.00	0.00	0.23	0.23
10 -100180	LGIP#7 PUBLIC LI	0.49	0.00	0.00	0.49	0.49
10 -100225	ELROY EVENT FUND	0.00	0.00	0.00	0.00	0.00
10 -100227	ELROY PD/HUNTER	450.78	0.00	0.00	450.78	450.78
10 -100300	BRIDGET BAILEY C	54.86	0.00	0.00	54.86	54.86
10 -113000	CLAIM ON CASH	256,702.46	0.00	74,553.13CR	182,149.33	182,149.33
	FUND 10 TOTAL	945,460.24	0.00	74,553.13CR	870,907.11	870,907.11
	REPORT TOTALS	945,460.24	0.00	74,553.13CR	870,907.11	870,907.11

VENDOR SET: 01 City of Elroy
 BANK: 3 POOLED CASH
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1054	CITY OF ELROY							
I-12012014	HANRATTY/OLSON PROPERTY TAX	R	12/19/2014			028460		
10 5641-3900	REDEVELOPMENT & DEMOLITION	HANRATTY PROPERTY		1,165.05				
10 5641-3900	REDEVELOPMENT & DEMOLITION	OLSON PROPERTY		1,075.27				2,240.32
3949	ROBERT OTT							
I-12152014	REFUND OVERPAYMENT-ADV TAXES	R	12/19/2014			028461		
10 222110	ADVANCE TAX COLLECTION	REFUND OVERPAYMENT-A		75.08				75.08
6305	DAVID & CANDY SPENCE							
I-12152014	REFUND FOR OVERPAYMENT-ADV TAX	R	12/19/2014			028463		
10 222110	ADVANCE TAX COLLECTION	REFUND FOR OVERPAYME		186.68				186.68
6398	JOHN SORENSON							
I-12152014	REFUND OVERPAYMENT-ADV TAXES	R	12/19/2014			028464		
10 222110	ADVANCE TAX COLLECTION	REFUND OVERPAYMENT-A		154.20				154.20
6531	MICHAEL ROMAN							
I-12152014	REFUND OVERPAYMENT-ADV TAXES	R	12/19/2014			028465		
10 222110	ADVANCE TAX COLLECTION	REFUND OVERPAYMENT-A		127.15				127.15
6911	UNITED COOPERATIVE							
I-12012014	DIESEL AND UL FUEL	R	12/19/2014			028466		
62 5000-9330	TRANSPORTATION EXPENSE	UNLEADED/DIESEL FUEL		274.93				
63 5000-9331	VEHICLE FUEL	UNLEADED/DIESEL FUEL		202.68				
64 5000-8280	SEWER VEHICLE FUEL	UNLEADED/DIESEL FUEL		183.58				
10 5330-3900	STREETS ALLEYS OTHER EXPENSES	UNLEADED/DIESEL FUEL		607.47				
10 5210-4020	SQUAD MAINTENANCE/FUEL	UNLEADED FUEL		754.06				
10 5220-4040	FIRE DEPT. FUEL	UNLEADED/DIESEL FUEL		417.55				
64 5000-8270	SEWER SUPPLIES & EXPENSES	UNLEADED/DIESEL FUEL		39.73				2,480.00
6313	ROBERT HART							
I-12302014	REFUND OVERPAYMENT OF ADV TAX	R	12/30/2014			028472		
10 222110	ADVANCE TAX COLLECTION	REFUND OVERPAYMENT O		373.06				373.06
6707	ERNEST BACH							
I-12302014	REFUND OVERPAY ADV TAXES	R	12/30/2014			028473		
10 222110	ADVANCE TAX COLLECTION	REFUND OVERPAY ADV T		191.07				191.07
6921	MICHAEL RICHIE							
I-12302014	REFUND OVERPAY ADV TAXES	V	12/30/2014			028474		139.86
6921	MICHAEL RICHIE							
M-CHECK	MICHAEL RICHIE	VOIDED	V 12/30/2014			028474		139.86CR

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6922	SABRINA EDDY							
I-12302014	REFUND OVERPAY ADV TAXES	R	12/30/2014			028475		
10 222110	ADVANCE TAX COLLECTION			106.30				106.30
64110	AMAZON.COM							
I-12312014	BOOKS AND DVD'S	R	1/09/2015			028479		
10 5511-3970	LIBRARY BOOKS & MATERIALS			542.38				542.38
1084	ARAMARK UNIFORM SERVICES							
I-12312014	RAGS/MOPS/SHOP SUPPLIES	R	1/09/2015			028480		
10 5323-3900	GARAGES SHEDS OTHER EXPENSES			306.75				
62 5000-5400	OPERATION SUPPLIES AND EXPENSES			283.80				590.55
6978	CAMERON ASLAKSEN ARCHITECTS, L							
I-13-303	SPACE NEEDS STUDY	R	1/09/2015			028483		
10 5170-3900	CITY HALL OTHER EXPENSES			3,415.55				3,415.55
1087	CENTURYLINK							
I-12312014	TELEPHONE BILLS-DECEMBER	R	1/09/2015			028484		
10 5511-3960	LIBRARY INTERNET & TELEPHONE			87.06				
10 5512-3900	MUSEUM OTHER EXPENSES			4.00				
10 5210-3960	POLICE INTERNET & TELEPHONE			188.71				
10 5143-3900	UTILITIES/PHONE			369.81				
10 5143-3900	UTILITIES/PHONE			8.81				
10 5650-3920	COMMONS UTILITIES			39.97				
62 5000-9210	OFFICE SUPPLIES AND EXPENSES			155.42				
63 5000-9210	OFFICE SUPPLIES AND EXPENSES			136.53				
63 5000-6410	OPERATION SUPPLIES AND EXPENSES			199.81				
64 5000-8510	SEWER OFFICE SUPPLIES & EXPENSES			183.53				
10 5542-3900	SWIMMING POOL OTHER EXPENSES			38.88				1,412.53
6936	CHOSEN VALLEY TESTING							
I-14436	EXCAVATION EVAL-TID 6 BARDO	R	1/09/2015			028485		
10 5310-3900	ENGINEERING OTHER EXPENSES			1,328.00				1,328.00
3844	CITY OF ELROY UTILITIES							
I-12312014-2	GENERAL UTILITIES	R	1/09/2015			028486		
10 5512-3900	MUSEUM OTHER EXPENSES			86.56				
10 5143-3900	UTILITIES/PHONE			209.20				
10 5323-3900	GARAGES SHEDS OTHER EXPENSES			149.01				
10 5366-3900	RECYCLING OTHER EXPENSES			17.91				
10 5520-3900	PARKS OTHER EXPENSES			51.78				
10 5650-3920	COMMONS UTILITIES			189.56				
10 5511-3920	LIBRARY UTILITIES (GAS & ELECT)			367.77				
10 5211-3900	TRAFFIC CONTROL OTHER EXPENSES			7.33				
10 5200-3900	EMERGENCY GOVT OTHER EXPENSES			8.73				
10 5520-3900	PARKS OTHER EXPENSES			122.36				
10 5520-3900	PARKS OTHER EXPENSES			111.03				

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3844	CITY OF ELROY UTILITIECONT							
I-12312014-2	GENERAL UTILITIES	R	1/09/2015			028486		
10 5542-3900	SWIMMING POOL OTHER EXPENSES							
10 5641-3900	REDEVELOPMENT & DEMOLITION UTILITIES-HANRATTY H							1,321.24
2036	DEMCO INC							
I-5470219	BOOK SUPPLIES	R	1/09/2015			028489		
10 5511-3910	LIBRARY OFFICE SUPPLIES			79.13				79.13
3883	DWD UI							
I-12312014	SPENCE UNEMPLOYMENT	R	1/09/2015			028490		
10 5196-3900	UNEMPLOYMENT COMPENATION			89.80				89.80
3009	EHLERS & ASSOCIATES INC							
I-66210	ANNUAL DISCLOSURE REPORTING	R	1/09/2015			028491		
10 5170-3900	CITY HALL OTHER EXPENSES			150.00				150.00
1065	ELROY AUTO SUPPLY							
I-12312014	PARTS AND SUPPLIES	R	1/09/2015			028492		
10 5210-4020	SQUAD MAINTENANCE/FUEL			105.53				
10 5324-3900	MACHINERY & EQUIP OTHER EXPENS			1,340.82				
10 5650-3900	COMMONS OTHER EXPENSES							
10 5520-3900	PARKS OTHER EXPENSES							
63 5000-6410	OPERATION SUPPLIES AND EXPENSES							
63 5000-9332	VEHICLE MAINTENANCE							
64 5000-8270	SEWER SUPPLIES & EXPENSES			3.61				
64 5000-8290	SEWER VEHICLE MAINT			72.10				
62 5000-9330	TRANSPORTATION EXPENSE			30.54				1,552.60
6694	ELROY LIBRARY BOARD							
I-12312014	REIMB. FOR MISC PURCHASES	R	1/09/2015			028493		
10 5511-3910	LIBRARY OFFICE SUPPLIES			402.47				
10 5511-3970	LIBRARY BOOKS & MATERIALS			1,375.81				
10 5511-3990	LIBRARY REPAIRS/MAINT/CLEANING			109.79				
10 5511-3950	LIBRARY TRAINING, DUES & TRAVE			15.25				1,903.32
1037	EO JOHNSON COMPANY							
I-CNIN748273	MAINT AGREEMENT-COPIER	R	1/09/2015			028494		
10 5511-3910	LIBRARY OFFICE SUPPLIES			51.60				51.60
1040	HANSENS IGA							
I-12312014	SUPPLIES/GIFT CERT	R	1/09/2015			028498		
62 5000-5400	OPERATION SUPPLIES AND EXPENSE			43.80				
64 5000-8270	SEWER SUPPLIES & EXPENSES			106.47				
10 5110-3900	COUNCIL OTHER EXPENSES			425.00				
10 5141-3900	GENERAL OFFICE SUPPLIES			20.23				
10 5323-3900	GARAGES SHEDS OTHER EXPENSES			28.93				624.43

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4067	HILLSBORO HARDWARE HANK							
I-12312014	SUPPLIES FOR BARACADES	R	1/09/2015			028500		
10 5330-3900	STREETS ALLEYS OTHER EXPENSES		SUPPLIES FOR BARACAD	57.11				57.11
4212	HOME DEPOT							
I-572074	TILES FOR CITY HALL CEILING	R	1/09/2015			028501		
10 5170-3900	CITY HALL OTHER EXPENSES		TILES FOR CITY HALL	140.57				140.57
6014	J&R UNDERGROUND, LLC							
I-16081	TIFF 6 CEDAR ST PROJECT	R	1/09/2015			028503		
10 5370-3900	TIFF#6 OTHER EXPENSES		TIFF 6 CEDAR ST PROJ	3,910.00				3,910.00
1026	JOHN DEERE FINANCIAL							
I-29951	BULBS	R	1/09/2015			028504		
10 5324-3900	MACHINERY & EQUIP OTHER EXPENSES		BULBS	74.80				74.80
6608	JUNEAU COUNTY PUBLIC WORKS							
I-0001892	SAND AND SALT	R	1/09/2015			028505		
10 5349-3900	SNOW ICE CONTROL OTHER EXPENSES		SAND AND SALT	7,163.16				7,163.16
1032	KWIK TRIP							
I-1085894	ANTI FREEZE & WINDOW WASH	R	1/09/2015			028507		
10 5210-4020	SQUAD MAINTENANCE/FUEL		ANTI FREEZE & WINDOW	4.75				4.75
6335	L.G. NUZUM LUMBER COMPANY, INC							
I-12312014	SUPPLIES FOR BARRICADES	R	1/09/2015			028508		
10 5330-3900	STREETS ALLEYS OTHER EXPENSES		SUPPLIES FOR BARRICA	49.00				49.00
2070	LA CROSSE PUBLIC LIBRARY							
I-5755	TELECIRC/LIBRARY MAILERS	R	1/09/2015			028509		
10 5511-3960	LIBRARY INTERNET & TELEPHONE		TELECIRC/LIBRARY MAI	178.49				178.49
8361	LENORUD SERVICES, INC							
I-10448	GARBAGE AND RECYCLING PICK UP	R	1/09/2015			028510		
10 5362-3900	GARBAGE OTHER EXPENSES		GARBAGE AND RECYCLIN	2,886.67				2,886.67
3836	LOCAL GOVT PROPERTY INSURANCE							
I-12312014	PROPERTY INS-HAWKHUNTER	R	1/09/2015			028511		
10 5190-5100	PROPERTY LIABILITY INSURANCE		PROPERTY INS-HAWKHUN	24.00				24.00
3759	MARELL INC							
I-12312014	BUILD BARRICADES	R	1/09/2015			028513		
10 5330-3900	STREETS ALLEYS OTHER EXPENSES		BUILD BARRICADES	526.27				526.27

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1071	MAUSTON TRUE VALUE							
I-12312014	MISC SUPPLIES	R	1/09/2015			028514		
10 5323-3900	GARAGES SHEDS OTHER EXPENSES	MISC SUPPLIES		128.23				128.23
1088	MG&E							
I-12312014-2	GENERAL GAS BILLS	R	1/09/2015			028516		
10 5143-3900	UTILITIES/PHONE	GAS BILLS		457.11				
10 5323-3900	GARAGES SHEDS OTHER EXPENSES	GAS BILLS		561.59				
10 5511-3920	LIBRARY UTILITIES (GAS & ELECTGAS BILLS			513.91				
10 5512-3900	MUSEUM OTHER EXPENSES	GAS BILLS		56.38				
10 5520-3900	PARKS OTHER EXPENSES	GAS BILLS		24.26				
10 5542-3900	SWIMMING POOL OTHER EXPENSES	GAS BILLS		24.26				1,637.51
6537	MILLER HEATING & AIR LLC							
I-20357	MUSEUM HEATER	R	1/09/2015			028517		
10 5512-8000	MUSEUM CAPITAL OUTLAY	MUSEUM HEATER		3,000.00				3,000.00
3737	MSA PROFESSIONAL SERVICES							
I-R00060056.0 5	ELROY-BARDO CSM	R	1/09/2015			028518		
10 5310-3900	ENGINEERING OTHER EXPENSES	ELROY-BARDO CSM		2,081.35				2,081.35
3028	PRESTON SALES & SERVICE							
I-0035772	PVC CAPS FOR BARRICADES	R	1/09/2015			028520		
10 5330-3900	STREETS ALLEYS OTHER EXPENSES	PVC CAPS FOR BARRICA		9.80				9.80
6310	READER SERVICE							
I-12312014	BOOKS	R	1/09/2015			028522		
10 5511-3970	LIBRARY BOOKS & MATERIALS	BOOKS		96.35				96.35
6921	MICHAEL RICHIE							
I-12312014	REFUND OVERPMT ADV TAXES	R	1/09/2015			028523		
10 222110	ADVANCE TAX COLLECTION	REFUND OVERPMT ADV T		139.83				139.83
4166	RUDIG JENSEN							
I-81527	RADIATOR WORK ON DODGE SQUAD	R	1/09/2015			028524		
10 5210-4020	SQUAD MAINTENANCE/FUEL	RADIATOR WORK ON DOD		138.70				138.70
1074	STAPLES ADVANTAGE							
I-12312014	OFFICE SUPPLIES	R	1/09/2015			028526		
62 5000-9210	OFFICE SUPPLIES AND EXPENSES							
63 5000-9210	OFFICE SUPPLIES AND EXPENSES	ENV/LABELS/TAPE						
64 5000-8510	SEWER OFFICE SUPPLIES & EXPENSES	ENV/LABELS/TAPE						
10 5141-3900	GENERAL OFFICE SUPPLIES	CALC TAPE/LETTER OPE		18.48				
10 5210-3910	POLICE OFFICE SUPPLIES	CORDLESS TELEPHONE		14.95				33.43

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 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4140	THE TROPHY PLACE INC							
I-36638	PLAQUE FOR BILL COLLINS	R	1/09/2015			028527		
10 5148-3900	MISC. EXPENSES			26.38				26.38
6615	US CELLULAR							
I-0066222142	POLICE CELL PHONES	R	1/09/2015			028530		
10 5210-3960	POLICE INTERNET & TELEPHONE			93.30				93.30
3763	MARY WAARVIK							
I-12312014	MILEAGE REIMBURSEMENT	R	1/09/2015			028531		
10 5511-3950	LIBRARY TRAINING, DUES & TRAVEMILEAGE REIMBURSEMEN			82.88				82.88
6924	SAM WILLIAMS							
I-12312014	CLEANING THE LIBRARY	R	1/09/2015			028532		
10 5511-3990	LIBRARY REPAIRS/MAINT/CLEANINGCLEANING THE LIBRARY			90.00				90.00
6505	BLU ZONE LLC							
I-1713	SERVER/HARD DRIVE/LABOR	R	1/09/2015			028536		
62 5000-9210	OFFICE SUPPLIES AND EXPENSES			226.25				
63 5000-9210	OFFICE SUPPLIES AND EXPENSES			226.25				
64 5000-8510	SEWER OFFICE SUPPLIES & EXPENSESLAPTOP VPN SERVER/CL			226.25				
10 5146-3900	TECHNOLOGY MANAGEMENT & SUPPORLAPTOP VPN SERVER/CL			226.25				
I-1739	1/4 PAYMENT FOR 2015 SUPPORT	R	1/09/2015			028536		
62 5000-9210	OFFICE SUPPLIES AND EXPENSES			363.78				
63 5000-9210	OFFICE SUPPLIES AND EXPENSES			363.78				
64 5000-8510	SEWER OFFICE SUPPLIES & EXPENSESLAPTOP VPN SERVER/CL			363.78				
10 5146-3900	TECHNOLOGY MANAGEMENT & SUPPORLAPTOP VPN SERVER/CL			1,100.01				3,096.35
3844	CITY OF ELROY UTILITIES							
I-201501062233	CHRISTMAS LIGHTS	R	1/09/2015			028539		
10 5530-3900	ENTERTAINMENT (FLAGS/DECORATIOCHRISTMAS LIGHTS			122.84				122.84
6163	COMMUNITY ANTENNA SYSTEM							
I-01012015	INTERNET	R	1/09/2015			028540		
10 5210-3960	POLICE INTERNET & TELEPHONE			21.00				
10 5143-3900	UTILITIES/PHONE			21.00				
62 5000-9210	OFFICE SUPPLIES AND EXPENSES			14.00				
63 5000-9210	OFFICE SUPPLIES AND EXPENSES			14.00				
64 5000-8510	SEWER OFFICE SUPPLIES & EXPENSINTERNET SERVICE			13.99				83.99
6782	DEPARTMENT OF PUBLIC INSTRUCTI							
I-12987	2015 WISCAT FEES	R	1/09/2015			028542		
10 5511-3960	LIBRARY INTERNET & TELEPHONE			200.00				200.00

VENDOR SET: 01 City of Elroy
 BANK: 3 POOLED CASH
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6925	ELROY AREA CHAMBER							
I-01012015	2015 MEMBERSHIP DUES	R	1/09/2015			028543		
10 5145-3900	DUES/PROFESSIONAL DEVELOPMENT		2015 MEMBERSHIP DUES	50.00				50.00
1063	ELROY FIRE & AMBULANCE ASSOCIA							
I-01012015	FIRE AND AMB ASSESSMENTS	R	1/09/2015			028544		
10 5220-3900	FIRE OTHER EXPENSES		FIRE ASSESSMENT	3,949.67				
10 5230-3900	AMBULANCE OTHER EXPENSES		AMBULANCE ASSESSMENT	3,642.50				7,592.17
6800	EO JOHNSON CO, INC.							
I-16332988	LEASE AGREEMENT/2015 PROP TAX	R	1/09/2015			028546		
62 5000-9210	OFFICE SUPPLIES AND EXPENSES		LEASE AGREEMENT LANI	39.00				
63 5000-9210	OFFICE SUPPLIES AND EXPENSES		LEASE AGREEMENT LANI	39.00				
64 5000-8510	SEWER OFFICE SUPPLIES & EXPENSES		LEASE AGREEMENT LANI	39.00				
10 5210-3900	POLICE OTHER EXPENSES		LEASE AGREEMENT LANI	58.50				
10 5141-3900	GENERAL OFFICE SUPPLES		LEASE AGREEMENT LANI	58.50				234.00
3826	JUNEAU COUNTY EC DEVELOPMENT C							
I-01012015	2015 DUES	R	1/09/2015			028547		
10 5145-3900	DUES/PROFESSIONAL DEVELOPMENT		2015 DUES	100.00				100.00
5087	JAMIE J LADWIG							
I-01012015	REIMBURSEMENT FOR CELL PHONE	R	1/09/2015			028548		
10 5330-3900	STREETS ALLEYS OTHER EXPENSES		REIMBURSEMENT FOR CE	16.00				16.00
6964	LEAGUE OF WISCONSIN MUNICIPALI							
I-01012015	2015 DUES	R	1/09/2015			028550		
10 5145-3900	DUES/PROFESSIONAL DEVELOPMENT		2015 DUES	451.89				451.89
2066	ROYAL BANK							
I-01012015	POLICE GPS RECEIVERS-DEBIT CAR	R	1/09/2015			028554		
10 5210-3900	POLICE OTHER EXPENSES		POLICE GPS RECEIVERS	112.89				112.89
6757	MARK STEWARD							
I-01012015	CELL PHONE REIMBURSEMENT	R	1/09/2015			028557		
10 5140-3900	CLERK OTHER EXPENSES		CELL PHONE REIMBURSE	16.00				16.00
6868	WCMA							
I-01012015	DUES 2015	R	1/09/2015			028559		
10 5145-3900	DUES/PROFESSIONAL DEVELOPMENT		DUES 2015	96.66				96.66
6196	WINDING RIVERS LIBRARY SYSTEM							
I-002344	WRLSWEB OPERATING FEES	R	1/09/2015			028561		
10 5511-3960	LIBRARY INTERNET & TELEPHONE		WRLSWEB OPERATING FE	6,003.47				
I-002396	EBOOK BUYING POOL	R	1/09/2015			028561		
10 5511-3970	LIBRARY BOOKS & MATERIALS		EBOOK BUYING POOL	583.00				6,586.47

VENDOR SET: 01 City of Elroy
 BANK: 3 POOLED CASH
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3735	WISCONSIN MUNICIPAL CLERKS ASS							
I-01012015	CLERK DUES-LYNN	R	1/09/2015			028562		
10 5145-3900	DUES/PROFESSIONAL DEVELOPMENT CLERK DUES-LYNN			65.00				65.00
1006	WISCONSIN STATE JOURNAL							
I-01012015	SUBSCRIPTION RENEWAL	R	1/09/2015			028563		
10 5511-3970	LIBRARY BOOKS & MATERIALS SUBSCRIPTION RENEWAL			197.60				197.60

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	62	60,729.29	0.00	60,589.43
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	139.86CR	139.86CR	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 222110	ADVANCE TAX COLLECTION	1,353.37
10 5110-3900	COUNCIL OTHER EXPENSES	425.00
10 5140-3900	CLERK OTHER EXPENSES	16.00
10 5141-3900	GENERAL OFFICE SUPPLES	97.21
10 5143-3900	UTILITIES/PHONE	1,065.93
10 5145-3900	DUES/PROFESSIONAL DEVELOPMENT	763.55
10 5146-3900	TECHNOLOGY MANAGEMENT & SUPPOR	1,326.26
10 5148-3900	MISC. EXPENSES	26.38
10 5170-3900	CITY HALL OTHER EXPENSES	3,706.12
10 5190-5100	PROPERTY LIABILITY INSURANCE	24.00
10 5196-3900	UNEMPLOYMENT COMPENATION	89.80
10 5200-3900	EMERGENCY GOVT OTHER EXPENSES	8.73
10 5210-3900	POLICE OTHER EXPENSES	171.39
10 5210-3910	POLICE OFFICE SUPPLIES	14.95
10 5210-3960	POLICE INTERNET & TELEPHONE	303.01
10 5210-4020	SQUAD MAINTENANCE/FUEL	1,003.04
10 5211-3900	TRAFFIC CONTROL OTHER EXPENSES	7.33
10 5220-3900	FIRE OTHER EXPENSES	3,949.67
10 5220-4040	FIRE DEPT. FUEL	417.55
10 5230-3900	AMBULANCE OTHER EXPENSES	3,642.50
10 5310-3900	ENGINEERING OTHER EXPENSES	3,409.35

VENDOR SET: 01 City of Elroy

BANK: 3 POOLED CASH

DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 5323-3900	GARAGES SHEDS OTHER EXPENSES	1,174.51
10 5324-3900	MACHINERY & EQUIP OTHER EXPENS	1,415.62
10 5330-3900	STREETS ALLEYS OTHER EXPENSES	1,265.65
10 5349-3900	SNOW ICE CONTROL OTHER EXPENSE	7,163.16
10 5362-3900	GARBAGE OTHER EXPENSES	2,886.67
10 5366-3900	RECYCLING OTHER EXPENSES	17.91
10 5370-3900	TIFF#6 OTHER EXPENSES	3,910.00
10 5511-3910	LIBRARY OFFICE SUPPLIES	533.20
10 5511-3920	LIBRARY UTILITIES (GAS & ELECT	881.68
10 5511-3950	LIBRARY TRAINING, DUES & TRAVE	98.13
10 5511-3960	LIBRARY INTERNET & TELEPHONE	6,469.02
10 5511-3970	LIBRARY BOOKS & MATERIALS	2,795.14
10 5511-3990	LIBRARY REPAIRS/MAINT/CLEANING	199.79
10 5512-3900	MUSEUM OTHER EXPENSES	146.94
10 5512-8000	MUSEUM CAPITAL OUTLAY	3,000.00
10 5520-3900	PARKS OTHER EXPENSES	309.43
10 5530-3900	ENTERTAINMENT (FLAGS/DECORATIO	122.84
10 5542-3900	SWIMMING POOL OTHER EXPENSES	63.14
10 5641-3900	REDEVELOPMENT & DEMOLITION	2,240.32
10 5650-3920	COMMONS UTILITIES	229.53
	*** FUND TOTAL ***	56,743.82
62 5000-5400	OPERATION SUPPLIES AND EXPENSE	327.60
62 5000-9210	OFFICE SUPPLIES AND EXPENSES	798.45
62 5000-9330	TRANSPORTATION EXPENSE	305.47
	*** FUND TOTAL ***	1,431.52
63 5000-6410	OPERATION SUPPLIES AND EXPENSE	199.81
63 5000-9210	OFFICE SUPPLIES AND EXPENSES	779.56
63 5000-9331	VEHICLE FUEL	202.68
	*** FUND TOTAL ***	1,182.05
64 5000-8270	SEWER SUPPLIES & EXPENSES	149.81
64 5000-8280	SEWER VEHICLE FUEL	183.58
64 5000-8290	SEWER VEHICLE MAINT	72.10
64 5000-8510	SEWER OFFICE SUPPLIES & EXPENS	826.55
	*** FUND TOTAL ***	1,232.04

VENDOR SET: 01	BANK: 3	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			62	60,589.43	0.00	60,589.43
BANK: 3	TOTALS:		62	60,589.43	0.00	60,589.43
REPORT TOTALS:			63	60,449.57	0.00	60,589.43

PETITION FOR ANNEXATION TO THE CITY OF ELROY

TO: Mayor and Common Council of the City of Elroy

The undersigned land owner, pursuant to Section 66.0217 of the Wisconsin Statutes respectfully petitions the Mayor and Common Council of the City of Elroy for direct annexation to the City of Elroy of the following described property:

Lot 1 of Certified Survey Map #4416 recorded on November 7, 2014 at Vol. 2 of CSM, Page 11, as Document No. 706412, Juneau County, Wisconsin. Copy of the recorded Certified Survey Map is attached hereto.

In support of said petition, the petitioner shows:

1. That said property is eligible for annexation to the City of Elroy pursuant to the terms of Section 66.0217(2) of the Wisconsin Statutes.
2. That the above described territory is not embraced within any city or incorporated town.
3. That it abuts and is contiguous to the City of Elroy in a manner which will afford reasonable ingress and egress thereto.
4. That the undersigned petitioners are the sole, absolute and only owners in fee simple of all of the unincorporated property described herein and that there are no electors residing thereon.
5. That the property has a present population of zero.
6. That the certified survey map attached hereto is a correct scale map of said property.
7. Petitioners request that the following part of said survey map be zoned agricultural:

That part of Lot 1 of Certified Survey Map #4416 lying East of the City limits of the City of Elroy, Juneau County, Wisconsin, and excluding that part of said Lot 1 which lies both North and East of said City limits.

and the following part of said survey map to be zoned industrial:

That part of Lot 1 of Certified Survey Map #4416 lying North of the City limits of the City of Elroy and including that part of said Lot 1 which lies both North and East of said City limits.

RESOLUTION NO. 976

**RAZING OF BUILDING AT
110 S. MAIN STREET, ELROY, WISCONSIN**

WHEREAS, Michael E. Parrott, Building Inspector for the City of Elroy, of General Engineering Company on behalf of the Common Council of the City of Elroy, has inspected the building at 110 S. Main Street, Elroy, Wisconsin, and has determined that it is uninhabitable, dilapidated, out of repair and consequently dangerous and unsafe. Said building is unreasonable to repair with an estimated fair market value of \$5,900.00 and estimated cost of repair at \$23,000.00, and there are no signs of work being done and no building permit has been applied for. Based on the above, this building should be razed pursuant to Section 66.0413 of the Wisconsin Statutes;

WHEREFORE, upon Motion duly made, seconded and unanimously carried, the Common Council for the City of Elroy passed the following Resolution during its regular meeting on the 13th day of January, 2015.

BE IT RESOLVED that the building located on the real estate described below shall be razed pursuant to Sec. 66.0413 Wis. Stats.; that the Mayor is hereby authorized and directed to execute a Notice and Order to Raze said building, and to serve the same upon the owner thereof and upon the holder(s) of any encumbrance thereon; that the owner be given sixty (60) days within which to raze said building; and that if the owner fails or refuses to raze said building within the time prescribed, the City of Elroy shall cause the building to be razed and shall cause the cost thereof to be charged against the real estate upon which such building is located and the same shall be a lien upon such real estate and shall be assessed and collected as a special tax.

Mailing Address: 110 S. Main Street
Elroy, WI 53929

Legal Description: That part of Lot 10, Block 1 of the Original Plat to the Village, now City of Elroy, described as follows, to-wit: Commencing at the Southwest corner of said lot and running thence Northerly along the East line of Main Street 66 feet; thence Easterly at right angles with Main Street 80 feet; thence Northerly parallel with Main Street 14

feet; thence Easterly at right angle with Main Street to the right-of-way of the Chicago & Northwestern Railway Company; thence Southerly along the West line of said railway right of way to the South line of said Lot 10; thence Westerly along the South line of said lot to the place of beginning, Juneau County, Wisconsin.

The real estate upon which said building is located is owned by Robert J. Murry and Nora L. Murry who reside at 703 2nd Main Street, Elroy, WI 53929.

Dated this _____ day of _____, 2015.

CITY OF ELROY

By:

Mark Stanek, Mayor

Introduced:

Passed:

Vote: Ayes:

No:

Attest:

Mark Steward, City Administrator

RESOLUTION NO. 977
RAZING OF BUILDING AT
209 ACADEMY STREET, ELROY, WISCONSIN

WHEREAS, Michael E. Parrott, Building Inspector for the City of Elroy from General Engineering Company on behalf of the Common Council of the City of Elroy, has inspected the building at 209 Academy Street, Elroy, Wisconsin, and has determined that it is uninhabitable, dilapidated, out of repair and consequently dangerous and unsafe. Said building is unreasonable to repair with an estimated fair market value of \$13,500.00 and estimated cost of repair at \$40,000.00, and there are no signs of work being done and no building permit has been applied for. Based on the above, this building should be razed pursuant to Section 66.0413 of the Wisconsin Statutes;

WHEREFORE, upon Motion duly made, seconded and unanimously carried, the Common Council for the City of Elroy passed the following Resolution during its regular meeting on the 13th day of January, 2015.

BE IT RESOLVED that the building located on the real estate described below shall be razed pursuant to Sec. 66.0413 Wis. Stats.; that the Mayor is hereby authorized and directed to execute a Notice and Order to Raze said building, and to serve the same upon the owner thereof and upon the holder(s) of any encumbrance thereon; that the owner be given sixty (60) days within which to raze said building; and that if the owner fails or refuses to raze said building within the time prescribed, the City of Elroy shall cause the building to be razed and shall cause the cost thereof to be charged against the real estate upon which such building is located and the same shall be a lien upon such real estate and shall be assessed and collected as a special tax.

Mailing Address: 209 Academy Street
Elroy, WI 53929

Legal Description: North 50 feet of Lot 1, Block 4, Doolittles's Addition to the City of Elroy, Juneau County, Wisconsin.

The real estate upon which said building is located is owned by William A. McCluskey, 209 Academy Street, Elroy, WI 53929.

Dated this _____ day of _____, 2015.

CITY OF ELROY
By:

Mark Stanek, Mayor

Introduced:
Passed:
Vote: Ayes:
 No:

Attest:

Mark Steward

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON December 22, 2014 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ **[STRIKE THOSE NOT APPLICABLE]**

3 **GENERAL PROVISIONS** The Buyer, Hawkhunter, LLC,
4 _____, offers to purchase the Property
5 known as (Street Address) Commercial Lot, Tillmar St.

6 in the City of Elroy, County of Juneau, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 **PURCHASE PRICE:** Five Thousand
9 _____ Dollars (\$ 5,000.00).

10 **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

12 _____
13 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: n/a

16 _____
17 _____

18 **NOT INCLUDED IN PURCHASE PRICE:** n/a
19 _____

20 **CAUTION:** Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.

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

24 **ZONING:** Seller represents that the Property is zoned: Commercial

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before December 29, 2014. Seller may keep the Property on the

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Gary Rose, Castle Rock Realty, LLC.
41 Buyer's recipient for delivery (optional): Gary Rose, Castle Rock Realty, LLC.

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (608) 847-5504 Buyer: (608) 847-5504

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): gary@garyroserealestate.com
56 E-Mail address for Buyer (optional): gary@garyroserealestate.com

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated April 1, 2014, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and n/a

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than JAN 20, 2015 ~~January 30, 2015~~
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and Any standard Pro-rations will apply.

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77 Real estate taxes shall be prorated at closing based on **[CHECK BOX FOR APPLICABLE PRORATION FORMULA]:**

- 78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)
- 81 Current assessment times current mill rate (current means as of the date of closing)
- 82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 84

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 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
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 n/a **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred. If any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111 n/a **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 **■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
- 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
- 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
- 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
- 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
- 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
- 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
- 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
- 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
- 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
- 187 according to applicable regulations.

188 (Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

- 189
 190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
 191 _____ (INSERT LOAN PROGRAM OR SOURCE) first mortgage
 192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
 193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
 194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
 195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
 198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
 199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
 200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**
 201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
 203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
 204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
 205 and interest may be adjusted to reflect interest changes.
 206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
 207 526-534 or in an addendum attached per line 525.
 208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
 212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
 213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
 214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
 215 unacceptability.
 216 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
 217 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
 218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
 219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**
 220 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
 221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
 222 commitment.
 223 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
 228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
 229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
 230 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
 231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
 232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
 233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
 234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
 235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
 236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
 237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
 238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
 240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
 241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
 242 purchase price, accompanied by a written notice of termination.
 243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
 244 deadlines provide adequate time for performance.

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsurface tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION:** Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage
369 information if material to Buyer's decision to purchase.

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
375 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
376 disbursement agreement.

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **n/a** SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

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

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer requests the right to have until January 13, ~~2015~~
459 ~~2015~~, to rescind this Contract without any Penalty. ~~_____~~

461 ~~If Buyer completes Construction of the Building within 36 Months, or sooner, of Closing,~~
462 ~~Buyer will receive his Purchase Price back. (\$5000.00)~~ ~~_____~~

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

168 If **Buyer defaults**, Seller may:

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

172 If **Seller defaults**, Buyer may:

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

175 In addition, the Parties may seek any other remedies available in law or equity.

176 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 177 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 178 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 179 law those disputes covered by the arbitration agreement.

180 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 181 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 182 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 183 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 184 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within ___ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ Brok. Disc., Condition Report _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** If Buyer does not complete the Construction of the
527 Commercial Building within 36 Months of Closing, the City of Elroy may have the ability to
528 Purchase the Lot back at a reduced price. *SEE ADDENDUM ATTACHED.*

529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Gary G. Rose, Castle Rock Realty, LLC.

536 _____ on _____

537 [Signature] _____ December 22, 2014
538 Buyer's Signature ▲ Print Name Here ▶ Hawkhunter, LLC. Date ▲

539 _____
540 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (By) _____

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

546 _____
547 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

548 _____
549 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] Gary G. Rose, Castle Rock
551 Realty, LLC on 12-23-2014 at 2:30 a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated December 22, 2014, by and between Hawkhunter, LLC, ("Purchaser"), and City of Elroy ("Seller"), for the purchase and sale of that certain property municipally known as Commercial 2+ acre lot on Tillmar Street, parcel number 29221844 ("Property"), hereby mutually agree to amend said agreement as follows:

Buyer will be refunded \$5,000.00 if within 3 years of closing, and upon notifying the seller in writing of the any of the following:

Construction of a building on the property.

Buyer's inability to obtain approval or permit to construct a building that meets the minimum standards as required by the Wisconsin Department of Transportation for a motor vehicle dealer.

The buyer discovers the lot would require fill to be buildable or to effectively connect to city water and sewer.

The buyer discovers the lot is not buildable due soil, flood zone or other material facts not known or disclosed prior to purchase.

Seller agrees to refund the buyer within thirty days of written notification if any of the above mentioned events occurs.

All other terms and conditions of the Sales Contract to remain the same.

BUYER(S): *[Signature]* Date: 12-23-2014

HAWKHUNTER LLC Date: _____

SELLER(S): _____ Date: _____

_____ Date: _____

Compliments of

**CITY OF ELROY
PROPERTY VIOLATIONS**

RAZED

	<u>Address</u>	<u>Owner</u>	<u>Status</u>
	1007 Academy Street	Betty Steffen	Razed in July 2013 by owner. Property still owned by Steffen
	509 Franklin Street	Steve Olson	Razed in September 2013. City bought property with Municipal Flood Control Grant (MFCG) money. City will retain ownership.
	514 Franklin Street	Coppermoll	Razed in September 2013. Property still owned by Coppermoll's and bank.
	401 S. Brooklyn Ave.	Bob Retzlaff	Unit 2, 7 and 10 all have been razed
	523 Franklin Street	John Hanratty	Property is vacant. Has been approved for the MFCG, and acquisition made on May 12. Was knocked down and burned in fall 2014. Razed.

POTENTIAL RAZE

	<u>Address</u>	<u>Owner</u>	<u>Status</u>
<i>Raze Order</i>	110 S. Main Street	Robert Murray	Front porch caved in; house is deteriorating-Conduct building inspection? (rental) - Inspected in fall 2014
<i>Raze Order</i>	209 Academy Street	William McCluskey	Deteriorating condition-Conduct building inspection? (rental) - Inspected in fall 2014
<i>Has raze order issued</i>	119 Main Street	Tom Lueck	Inspected as part of the Downtown Redevelopment Planning project. Will issue raze and look to redevelop the site in conjunction with Hawkhunters property to the north. After raze, County will get on back taxes and City can obtain it from the County for little cost. - Jefferson sent letter and published raze order
<i>Monitor - citations sent</i>	1416 Academy Street	Rose Blank	Roofing issues, hoarder. Public Health viewed from the outside.- Citation issued 9/12/13. Adjourned for 60 days, review on 11/30/13 - Jefferson remains the contact
<i>Monitor - citations sent</i>	1421 Academy Street	Rose Blank	Hoarder. Public Health viewed from the outside.-Citation issued 9/12/13. Adjourned for 60 days, review on 11/30/13 - Jefferson remains the contact
<i>**Take Action - Citations and Inspection</i>	302/306 Second Main Street	Valerie Schauer/Ron and Amber Olson	Junk around house/porch-Issue citation - Citation issued to Ron. No show, found guilty - Children removed from house - need to inspect
	306 Academy Street	Leighton Simpson	Open foundation. Owner is from New Jersey-Issue Raze Order - Jefferson sent letter 11/22/13 (wrong address) - resent letter -
	401 S. Brooklyn Ave.	Bob Retzlaff	Mobile Home Park. Possibly buy for expansion of WWTP. Units #7 and #10 are being razed by owner. May systematically issue raze orders on other ones. - Steward will call Retzlaff by 2/20 and will meet with him and Jefferson
<i>Steward contacted 12/11/2014</i>	108 Prospect Street	Heather Ingram	Letter to owner on schedule for renovation.-Provide proof of insurance. - Met with her in Dec 2014. She if moving on and is willing to take down the building. I offered suggestions of Amish and City trucks.
<i>Monitor</i>	1208 Academy Street	Doug Raiten	House in deteriorating condition. Possible mold. Received a mowing letter and citation for tires. Check Status! - Siding and roofing in terrible disrepair

SIGNIFICANT CODE VIOLATIONS

	<u>Address</u>	<u>Owner</u>	<u>Status</u>
<i>Monitor</i>	206 Riverview Drive	Patrick McCluskey	Non compliant with subdivision code - City to work with neighborhood.-Letter to owner to comply with subdivision rules. (Side note: We can make them comply with city ordinances but we have no authority to enforce the subdivision covenants.) - Jefferson sent letter 11/27/13
<i>**Take Action - Need ltr from Jefferson</i>	114 - 116 Third Street	Doug Jackson	Lots of junk outside on all his properties.-Letter to owner to comply with ordinance. - Received Citation - No Show - Guilty - Need letter from Jefferson
	214 Railroad Street	Harold Rondestvedt	Old Railroad Hotel. Inspected per Downtown Redevelopment Planning project. In need of significant repair or demolition. Received a letter from JC Health Dept dated November 14, 2013 regarding a Public Nuisance - rat infestation and crumbling foundation.
<i>Steward - check with Health Dept</i>	601 Western Avenue	Toni Martin	
<i>Monitor</i>	101 Edward Drive		Junk in yard, in front of house.
<i>Monitor</i>	102 Edward Drive		Junk vehicle under tarp for a significant amount of time - have officers check title and registration.
<i>Monitor</i>	109 West Elroy Street	Dennis McCracken - owner	Moved junk from front yard to back yard - Taquira Steinmetz renter
	203 Prospect	Angela Mueller	Accumulation of garbage - citation written - found guilty - fine reduced

**CITY OF ELROY
PROPERTY VIOLATIONS**

<u>ON-GOING RESTORATIONS</u>		
<u>Address</u>	<u>Owner</u>	<u>Status</u>
501 Western Avenue	Kari Preuss/Bill Dedrick	On-going. No problems
205 Spring Street	Tanner Dobbratz	Letter-Schedule of completion per sale of house.-Provide proof of insurance. - Jefferson sent letter 11/22/13 and received a phone call. He has until June 2014 to clean up or City will consider a raze. - Actively being worked on.
<u>CODE VIOLATIONS ADDRESSED</u>		
<u>Address</u>	<u>Owner</u>	<u>Status</u>
317 Academy Street	Jeff Osgood	Partially burned, in process of being remodeled.-Building inspection? (rental) - Addressing code violations
1008 Academy Street	Floyd Bender	Old camper trailer on property.-Letter to owner to comply with ordinance. - Jefferson sent letter - Code violation addressed. Camper moved and fixed.
315 2nd Main Street	Andrew Williams	Junk around yard - Needs citation - Cleaned up

Date: 11/04/2013
Revised: 1/09/2015

2014 COUNCIL SUMMARY

1. UTILITY WORK

- CDBG –
 - PF for Well – Started in 2011, well complete in 2013, had iron issues. Nearly complete with monitoring of iron bacteria in well
 - PF for Water Main Project – Completed water mains on Franklin Street, Western Avenue and Merrill Drive; Street work on Franklin (bridge to highway), Western (Division to Nassau), and all of Merrill; Installed field turf instead of grass seed or sod on Franklin Street for low maintenance; Also completed a water main loop over the hill from the new well to Lake Street (CTH O); 95% complete with retainer on hold and final wrap up of project in Spring 2015
 - PLNG for Downtown Plan – Project in 2012 and 2013. Completed for reimbursement in 2014, had trouble with the DOA getting reimbursement, all is complete and amended.
 - Received over \$900,000 in CDBG funds for the utility and street work that was done.
- Electric – Completed upgrades to antiquated wire including to Kwik Trip, NTM, Sprinkman and MG&E; installed new transformer at Bardo; squirrel proofing at Brunner.
- Water/Sewer – See above for water; Sewer started the process of fixing the clarifier; continue to work on WPDES permit and phosphorus removal; working with Baxter Woodman on optimization plan; took in waste from Monroe County landfill and increased our revenues but the waste caused issues with our UV, so will no longer take it unless changes are made to the system
- Bill Collins – Retired at end of 2014 – a big “thank you” for his 33 years of service.

2. HOUSING

- Homes –our priority is having all residents maintain their lawns and keeping their yards litter free; our support to homeowners in obtaining zero % loans to improve their homes and \$7500 grants to improve their homes; promoting the sale of City owned lots with the purchase price of the lots being refunded if homes are built in two years plus the first year taxes free. Also, we inspected 3 homes and razed one home with two more being planned for raze in early 2015. Many citations issued

3. IMPROVE BUSINESS CLIMATE

- Main Street –the Façade Improvement Program – we are working with Main Street businesses on improving their facades with a 50% grant. We have purchased a lot on Main Street for future development at corner of Franklin and Main.
- Bardo – Expansion includes a three phase approach – 1. Acquisition and demo old JNJ Warehouse (creamery) and put up new 19,500 sqft warehouse, 2. Put up 4,000 sqft office space attached to the warehouse, 3. Remodel existing building. City assisted with acquisition, demolition, inspection, utilities, erosion control and stormwater management and transformer. Total cost will be about \$1.75M and phase one and two will be completed by May 2015 and phase 3 by October of 2015.
- Brunner – added on at the lower plant in 2013 with a new furnace and oil pit, did another addition in 2014 for another furnace and oil pit – City agreed to move the sewer line and to close off the water line as they go under the new additions; Brunner also made storm water improvements at the Hilltop Facility for future expansion and access.

4. FINANCIAL/ OTHER

➤ Grants –

- DNR MFCG – Approved for \$107,572, receiving \$46,461 due to amendments.
- CDBG-PLNG
- CDBG – PF 2012 and 2014
- CDBG – EAP
- SDWLP = Safe Drinking Water Loan Program (DNR)
- CDIG = Community Development Investment Grant (WEDC)

<u>Year and Grant</u>	<u>City Expense</u>	<u>Grant Amount</u>	<u>Total Project</u>
2012			
MFCG (DNR) (Gen)	\$26,648	\$46,461	\$73,109
CDBG-EAP (Elect)	\$8,910	\$822,500	\$831,410
CDBG-PF (Water)	\$0.00	\$373,000	\$1,300,000
2013			
CDBG-PLNG (Gen)	\$17,650	\$17,650	\$35,300
SDWLP (Principal Forgiveness) (Water)	\$465,000	\$465,000	\$1,300,000
2014			
CDBG-PF (DOA) (Gen and Water)	\$21,905	\$491,206	\$513,111
SDWLP (DNR) (Principal Forgive. & Loan) (Water)	\$251,723	\$377,585	\$629,308
County Hwy Fund (Gen)	\$0.00	\$33,000	\$33,000
CDIG (WEDC) (Gen)	\$0.00	\$250,000 (max)	\$1,500,000
Delta Dental (Well #4) (Water)		\$7,161	\$1,300,000
TOTAL (General):	\$66,203	\$119,016	\$185,219
TOTAL (Electric):	\$8,910	\$822,500	\$831,410
TOTAL (Water):	\$716,723	\$1,692,047	\$2,408,770
Overall TOTAL:	\$791,836	\$2,633,563	\$3,425,399

- Tax Levy –
 - 2012 – \$458,835
 - 2013 – \$456,502 (0.5% decrease)
 - 2014 – \$453,941 (0.56% decrease)
 - 2015 – \$460,750 (1.5% increase) - (0.4% increase from 2012 to 2015)

- Computer upgrades – Computer upgrades for police, water/sewer. Installed wifi at City Hall and connected all City buildings on one network and create a wifi hotspot at the Commons. Created a new webpage using GovOffice and we are constantly updating and putting information out there.

- We have online bill pay and we have direct pay through Royal Bank – all of this is on our webpage.

2015 COUNCIL GOALS/TASKS

DRAFT

1. IMPROVE HOUSING

- Make two home improvement loans from the City/Regional Revolving Loan fund
- Assist two home owners in obtaining \$7500 grants from Rural Development
- Conduct 4 home inspections to determine if razing is required
- Raze four distressed homes by working with current owners
- Sell two city owned residential lots
- Work with owner of Mobile Home Park to improve his operation – Conduct outside inspections quarterly
- Resolve code violations/citations within 60 days.

2. IMPROVE BUSINESS CLIMATE

- Assist 3 businesses in expanding their operations
- Raze 2 commercial buildings on Main Street to allow new business opportunity
- Sell one city owned commercial lot
- Update / Improve signage at entrances to City, along Main Street and along Bike Trail
- Issue newsletters quarterly
- Work with Chamber to promote Elroy Businesses
- Work with Royall School District to promote community health and recreation

3. FINANCIAL

- Reduce operating expenses by (\$10,000)
- Review Year-To-Date Budget each quarter with Council
- Add \$1,000,000 in new tax base
- Reduce or maintain current Tax Levy
- Using the recently completed 5 year Capital Improvement Program, develop a 5 Year Financial Plan addressing expenses, capital improvements, and debt. This document will be updated annually.
- Maintain Contingency Fund of \$10,000
- Increase Principal / Interest Payment by \$20,000/year
- Complete Re-Assessment of all properties