



Jefferson County Highway Committee Meeting

Tuesday, October 25, 2022

7:30 A.M.

Committee Room
1425 Wisconsin Drive
Jefferson, Wisconsin 53549

Join Zoom Meeting

<https://zoom.us/j/91337483835?pwd=QldvUDJGclhybGdLc0pOVmpvRmNDQT09>

Meeting ID: 913 3748 3835

Passcode: 969079

One tap mobile

+13126266799,,91337483835# US (Chicago)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 913 3748 3835

Find your local number: <https://zoom.us/u/aQftYsVAo>

**Committee Members: George Jaeckel - Chair, Curtis Backlund – Vice Chair,
Bruce Degner, Mark Groose, Roger Lindl**
Highway Commissioner: William T. Kern

AGENDA

1. Call meeting to order
2. Roll Call
3. Certification of compliance with the Open Meetings Law
4. Approval of the agenda
5. Public Comment (Members of the Public who wish to address the Committee on specific agenda items must register their request at this time)
6. Approve minutes from September 27, 2022 Highway Committee meeting
7. Communications
8. Old Business
 - a. Review and take action on 'Offer to Purchase' remnant parcel along County Highway B (North of W5883)
9. New Business
 - a. Review and discuss County Highway ATV/UTV Ordinance
 - b. Discuss 2022 monthly financial account summary (YTD)
10. Highway Operations Report
11. Review and approve vouchers
12. Set next meeting date (November 29, 2022 at 7:30am)
13. Adjourn

A quorum of any Jefferson County Committee, Board, Commission or other body, including the Jefferson County Board of Supervisors, may be present at this meeting.

Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator 24 hours prior to the meeting/visit at 920-674-7101 so appropriate arrangements can be made.

**JEFFERSON COUNTY HIGHWAY COMMITTEE
MEETING MINUTES**

Tuesday, September 27, 2022

The Jefferson County Highway Committee met on Tuesday, September 27, 2022, at 7:30 A.M. for a meeting at the Highway Office.

ROLL OF THE HIGHWAY COMMITTEE:

Members present: George Jaeckel; Curtis Backlund; Bruce Degner; Mark Groose; Roger Lindl
Members absent:

Also Present: William Kern, Highway Commissioner
Ryan Broedlow, Highway Department
Brian Udovich, Highway Department
Jacob Borth, Highway Department
Ben Wehmeier, County Administrator
Matt Zangl, Zoning
Tracy Saxby, Land Information
Blair Ward, County Attorney
Rick Winter
Bridget Olson
David Messmer

Purpose of the meeting was to review and approve vouchers and other highway business.

HIGHWAY COMMITTEE MINUTES: The minutes from the August 30, 2022 Highway meeting, having been distributed in advance, it was moved by Mr. Lindl and seconded by Mr. Degner to approve the minutes as printed.

Carried by the following roll call:

AYES: Jaeckel, Backlund, Degner, Groose, Lindl
NOES: None
ABSENT: None
ABSTAIN: None

CORRESPONDENCE:

Newsletters/E-Mails:

- NONE

News Releases/Notices:

- NONE

PUBLIC COMMENT:

- NONE

HIGHWAY COMMISSIONER'S REPORT:

- **Construction Projects**
 - Projects – Commissioner Kern updated the committee on the status of current construction projects.
- **General Maintenance**

Crews are dealing with numerous concrete pavement buckles on STH 26

Crews are completing sign installation and repairs

OLD BUSINESS

8a. None

NEW BUSINESS

9a. Review and take action on 'Offer to Purchase' remnant parcel along County Highway B (North of W5883)

Commissioner Kern discussed the parcel that is involved in the Offer to Purchase. The Committee discussed the offer to purchase with input from Winter/Olson and Messmer. It was moved by Mr. Jaeckel to table the discussion and to consider the Offer to Purchase until the next committee meeting.

Carried by the following roll call:

AYES: Jaeckel, Backlund, Degner, Groose, Lindl
NOES: None
ABSENT: None
ABSTAIN: None

9b. Discuss monthly financial account summary (YTD)

Commissioner Kern reviewed the financial account summary with the Committee and answered questions. No Motion

10. Highway Operations Report

Commissioner Kern presented the highway operations report. No Motion

11. REVIEW & APPROVE VOUCHERS: The vouchers held the following totals resulting:

BILLS:	08/29/2022	\$	43.96
BILLS:	08/29/2022	\$	318,785.18
BILLS:	09/06/2022	\$	143,872.79
BILLS:	09/12/2022	\$	245,581.70
BILLS:	09/19/2022	\$	70,266.60
BILLS:	09/19/2022	\$	31.69
BILLS:	09/19/2022	\$	1,435.11
P CARD:	AUGUST -BRIAN	\$	7.00
P CARD:	AUGUST -GENERAL	\$	<u>1,097.81</u>
TOTALS:			\$791,121.84

It was moved by Mr. Backlund and seconded by Mr. Lindl that the bills are allowed as reviewed.

Carried by the following roll call:

- AYES: Jaeckel, Backlund, Degner, Groose, Lindl
- NOES: None
- ABSENT: None
- ABSTAIN: None

Motion by Mr. Backlund and seconded by Mr. Lindl to adjourn at 8:15 a.m.

Carried by the following roll call:

- AYES: Jaeckel, Backlund, Degner, Groose, Lindl
- NOES: None
- ABSENT: None
- ABSTAIN: None

The next meeting will be held on **Tuesday, October 25, 2022, at 7:30 a.m.**, at the Jefferson County Highway Department.

Approval: _____



WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 09/02/2022 [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, Rick Winter and Bridget L. Olson

4 _____, offers to purchase the Property
5 known as [~~Street Address~~] Parcel B described in the attached preliminary map along County Road B
6 in the Town of Aztalan, County of Jefferson, 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: Eight Thousand three hundred and no cents
9 _____ Dollars (\$ 8,300.00).

10 ■ EARNEST MONEY of \$ 0.00 accompanies this Offer and earnest money of \$ 100.00
11 will be mailed, or commercially or personally delivered within 4 days of acceptance to listing broker or
12 Jefferson County

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: _____

16 _____
17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
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: _____

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 November 01, 2022. 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): _____

41 Buyer's recipient for delivery (optional): _____

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

43 Seller: (_____) Buyer: (_____)

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): JBlairW@jeffersoncountywi.gov

56 E-Mail address for Buyer (optional): dbach@lawtoncates.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 (see lines 163-187 and 246-278) other than those
 65 identified in the Seller's disclosure report dated _____, 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 No report required

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

70 **CLOSING** This transaction is to be closed no later than December 31, 2022

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 none other _____

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 _____

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

98 **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 **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 is 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)**

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

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 t. 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 subsoil 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.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ~~CHECK~~

327 ~~ALL THAT APPLY~~: conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~
330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE~~: electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ ~~CHECK ALL THAT APPLY~~, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

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 **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**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

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

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

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

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

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

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

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

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

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

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

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

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 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.

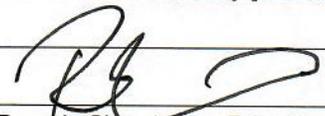
518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of 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.

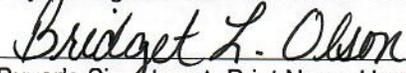
525 **ADDENDA:** The attached Preliminary Map Order No. AB 3989-14 _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** This parcel shall become contiguous with Parcel Number 002-0714-1542-000.
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Lawton & Cates, S.C. Attorney Daniel P. Bach

536 _____ on September 2, 2022

537 (x)  _____ 9-2-2022
538 Buyer's Signature ▲ Print Name Here ► Rick Winter Date ▲

539 (x)  _____ 9-2-2022
540 Buyer's Signature ▲ Print Name Here ► Bridget L. Olson 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 (x) _____
547 Seller's Signature ▲ Print Name Here ► Benjamin Wehmeier, County Administrator Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► _____ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

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

SHORT FORMAT APPRAISAL REPORT FOR Land North of W5883 CTH B
As of August 16, 2022

PROPERTY OWNER: Jefferson County Highway Department

SIZE AND TYPE OF PROPERTY: 0.69 acre (Size is from Preliminary Survey). The subject property is a triangular-shaped parcel of land on the north side of W5883 CTH B and south of CTH B. The western one-half is high land while the eastern one-half is lowland. Most of this land is grass with a few trees. Some of the trees are dead.

ZONING/HIGHEST AND BEST USE: Ag/Addition to Adjacent Parcel

DOC. NO. GRANTOR GRANTEE SALE DATE PRICE
No sales of the subject property were noted in the last five years.

LAND-FEE: 0.69 acres. The parcel that is owned by Jefferson County Highway Department is 0.69 acres and will be attached to W5883 CTH B which is a 4.80 acre parcel of land improved with a single-family residence, two-story barn and other outbuildings. The value of the 0.69 acre parcel is the increase in value when it is added to the 4.80 acre parcel. The value of the 4.80 acre parcel will be determined by similar size and zoned sales of vacant land in the area.

COMPARABLE SALES GRID:

<u>NO.</u>	<u>MUN.</u>	<u>ADDRESS</u>	<u>DATE</u>	<u>PRICE</u>	<u>SIZE (ac.)</u>	<u>LAND \$/ac</u>	<u>MISC.</u>
1a	Concord	Hillside Dr.	6/23/2022	\$130,000	3.000	\$43,333	Level Field
1b	Concord	Hillside Dr.	8/8/2022	\$130,000	3.000	\$43,333	Level Field
2	Aztalan	Ziebell Rd.	8/31/2021	\$175,000	5.240	\$33,397	Wooded
3	Waterloo	N8077 Springer Rd.	11/12/2022	\$224,900	5.470	\$41,115	2 open lots
4	Hebron	Schmidt Rd.	4/29/2022	\$150,000	6.300	\$23,810	2 open lots
5	Jefferson	Wenzel Rd.	2/21/2022	\$82,500	6.870	\$12,009	1 large lot

The above sales range in size from 3 acres to 6.87 acres in size and range in value from \$12,009 to \$43,333 per acre. A portion of the larger parcel of land is lowland with grass and a portion of the area to be added to the larger parcel is also lowland. Sale 2 is better than the subject because it is a fully wooded site with small to mature trees. Sale 3 is two buildable sites surrounded by woods on a quiet country road and is more valuable because there are two separate lots. Sale 4 is two separate lots that are on a quiet country road. Sale 5 is larger than the subject property, but is the most similar because it has only one building site, some lowland and is not wooded. Based upon sale 5 a value of \$12,000 will be used to value the land of the subject property in the before and after conditions.

Before Value of the Subject Property
4.80 acres x \$12,000 per acre = \$ 57,600 (rounded)

After Value of the Subject Property
5.49 acres x \$12,000 per acre = \$ 65,900 (rounded)

Value of the 0.69 acre right of way = \$ 8,300

The value of the 0.69 acre parcel is the difference between the before value and the after value.

EXISTING RIGHT OF WAY: None.

TEMPORARY LIMITED EASEMENT (TLE): None.

FROM PRELIMINARY SURVEY MAP: Dated November 12, 2014

SCOPE OF ASSIGNMENT:

The purpose of this report is to identify and value the parcel of real estate North of W5883 CTH B. Because the proposed property is: 1) a minor parcel with limited use and value; and 2) the highest and best use of the acquiring property will remain the same before and after the acquisition – this short format report was considered to be an appropriate format.

The scope of work for this assignment included a personal inspection of the subject property and a review of public information concerning the subject and other properties in the immediate neighborhood,

PICTURES OF THE SUBJECT PROPERTY



Overall view of the residence, barn and other buildings looking south.



Parcel looking southeasterly.



Old road bed looking easterly.



Overall view of the parcel looking westerly.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. To the best of my knowledge and belief, the statements contained in this report are true and the information upon which the opinions expressed herein are based are correct, subject to the limiting conditions, herein set forth.
2. This appraisal has been made in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)* and are regulated under "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" as amended, 49 CFR 24 and other Wisconsin Statutes.
3. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased, professional analyses, opinions and conclusions.
4. The Appraiser has no present or contemplated future interest in the subject of this report, and I have no personal interest or bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which this property is to be acquired, or by the likelihood that this property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining compensation for this property.
7. No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance will be stated). I have not revealed the findings and results of this appraisal to anyone other than the proper official of the acquiring agency or the Federal Highway Administration and I will not do so until authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
8. The appraiser has not given consideration to nor included in this appraisal any relocation assistance benefits.
9. The appraiser has performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
10. On August 10, 2022 I contacted Bridget Olson by telephone and invited her to accompany me on my inspection of the property. My invitation was accepted. On August 16, 2022, Bridget Olson, Rick Winter and I made a personal inspection of the property. I have made a field inspection of the sales relied upon in making this appraisal. The subject and sales relied upon in making this appraisal were as represented in this appraisal. Any pictures taken documenting the subject property and interests to be transferred accurately represent the subject property on the date of inspection or the date of reinspection.



Aari K. Roberts

Wisconsin Certified General Appraiser #734

AJ Appraisals and Real Estate, LLC

Signed on August 29, 2022.

COMPARABLE SALE #1



LOCATION: South of N5640 Hillside Dr., Town of Concord, Jefferson County

<u>NO.</u>	<u>DATE</u>	<u>PRICE</u>	<u>LAND SIZE</u>	<u>\$/ac.</u>	<u>\$/sf</u>	<u>DOC. NO.</u>	<u>TYPE OF DOC.</u>
A	6/23/2022	\$130,000	3.00	\$43,333	\$0.99	1464592	Warranty Deed
B	8/8/2022	\$130,000	3.00	\$43,333	\$0.99	1465889	Warranty Deed

ZONING:

INTENDED USE: Single-Family Residence

GRANTOR: Jill Strieter

GRANTEE: Varies

LEGAL DESCRIPTION: Lots 1 or 2 of CSM 6272-37-020, part of Sec. 29, T7N R16E, Town of Concord, Jefferson County

CONDITION OF SALE: Listed with a local broker for \$150,000. 79 days and 105 days on market.

FINANCING: Cash to seller.

VERIFIED BY: TO: Aari Roberts **DATE:**

TAX KEY NO: 006-0716-2922-000 **MLS NO:** 1784669

UTILITIES: On-site well and septic systems are necessary for rural residential use.

DESCRIPTION: These two lots were part of a field and have a slight slope towards Hillside Dr. A soil test indicated the need for a mound septic system.



COMPARABLE SALE #2



LOCATION: Ziebell Rd., Town of Aztalan, Jefferson County

<u>NO.</u>	<u>DATE</u>	<u>PRICE</u>	<u>LAND SIZE</u>	<u>\$/ac.</u>	<u>\$/sf</u>	<u>DOC. NO.</u>	<u>TYPE OF DOC.</u>
A	8/31/2021	\$175,000	5.24	\$33,397	\$0.77	1451213	Warranty Deed

ZONING:

INTENDED USE: Single-Family Residence

GRANTOR: Scott and Sara Krausse

GRANTEE: John McCoy

LEGAL DESCRIPTION: Lot 1 of CSM 59-34-175, part of Sec. 16, T7N R14E, Town of Aztalan, Jefferson County

CONDITION OF SALE: Listed with a local broker for \$199,900. 517 days on market.

FINANCING: Cash to seller.

VERIFIED BY: TO: Aari Roberts **DATE:**

TAX KEY NO: 002-0714-1621-004 **MLS NO:** 1877922

UTILITIES: On-site well and septic systems are necessary for rural residential use.

DESCRIPTION: Fully wooded lot with small to large maple and basswood trees. This land is gently rolling. Prior sale on 12/18/18 for \$162,000 doc. no. 1404948.

COMPARABLE SALE #3



LOCATION: N8077 Springer Rd., Town of Waterloo, Jefferson County

<u>NO.</u>	<u>DATE</u>	<u>PRICE</u>	<u>LAND SIZE</u>	<u>\$/ac.</u>	<u>\$/sf</u>	<u>DOC. NO.</u>	<u>TYPE OF DOC.</u>
A	11/12/2021	\$112,450	2.20	\$51,114	\$1.17	1455256	Warranty Deed
B	11/12/2021	\$112,450	3.27	\$34,388	\$0.79	1455256	Warranty Deed
Total		\$224,900	5.47	\$41,115	\$0.94		

ZONING:

INTENDED USE: One Single-Family Residence

GRANTOR: Daniel and Erin McMahon

GRANTEE: Schmoeger Trust

LEGAL DESCRIPTION: Lots 3 and 4 of CSM 6230-36-295, part of Sec. 26, T8N R13E, Town of Waterloo, Jefferson County

CONDITION OF SALE: Listed with a local broker for \$224,900. 7 days on market.

FINANCING: Cash to seller.

VERIFIED BY: TO: Aari Roberts **DATE:**

TAX KEY NO: 030-0813-2612-006 and 005 **MLS NO:** 1766697

UTILITIES: On-site well and septic systems are necessary for rural residential use.

DESCRIPTION: Two rural residential lots that sold together and are located on a quiet country road. These lots are gently rolling with woods on the north and east sides.



COMPARABLE SALE #4



LOCATION: Schmidt Rd., Town of Hebron, Jefferson County

<u>NO.</u>	<u>DATE</u>	<u>PRICE</u>	<u>LAND SIZE</u>	<u>\$/ac.</u>	<u>\$/sf</u>	<u>DOC. NO.</u>	<u>TYPE OF DOC.</u>
A	4/29/2022	\$75,000	2.75	\$27,273	\$0.63	1462147	Warranty Deed
B	4/29/2022	\$75,000	3.55	\$21,127	\$0.49	1462147	Warranty Deed
Total		\$150,000	6.30	\$23,810	\$0.55		

ZONING:

INTENDED USE: Single-Family Residence

GRANTOR: Chad and Thomas Katzman

GRANTEE: Heather and Jeffrey Schiefelbein

LEGAL DESCRIPTION: Lots 2 and 3 of CSM 6238-36-319, part of Sec. 28, T6N R15E, Town of Hebron, Jefferson County

CONDITION OF SALE: Listed with a local broker for \$160,000. 43 days on market.

FINANCING: Cash to seller.

VERIFIED BY: TO: Aari Roberts **DATE:**

TAX KEY NO: 010-0615-2823-000 and 004 **MLS NO:** 1926877

UTILITIES: On-site well and septic systems are necessary for rural residential use.

DESCRIPTION: Two, almost flat parcels of land that were sold to one buyer. The east lot is setback from the road.



COMPARABLE SALE #5



LOCATION: W5530 Wenzel Rd., Town of Jefferson, Jefferson County

<u>NO.</u>	<u>DATE</u>	<u>PRICE</u>	<u>LAND SIZE</u>	<u>\$/ac.</u>	<u>\$/sf</u>	<u>DOC. NO.</u>	<u>TYPE OF DOC.</u>
A	2/21/2022	\$82,500	6.87	\$12,009	\$0.28	1459243	Warranty Deed

ZONING:

INTENDED USE: Single-Family Residence

GRANTOR: JT Dev. & Consultants, LLC

GRANTEE: Jordan and Chad Cigelske

LEGAL DESCRIPTION: Lot 3 of CSM 4654-24-030, part of Sec.23, T6N R14E, Town of Jefferson, Jefferson County

CONDITION OF SALE: Listed with a local broker for \$90,000. 2,355 days on market.

FINANCING: Cash to seller.

VERIFIED BY: TO: Aari Roberts **DATE:**

TAX KEY NO: 014-0614-2311-013 **MLS NO:** 1438738

UTILITIES: On-site well and septic systems are necessary for rural residential use.

DESCRIPTION: Gently rolling parcel of ag land that slopes down to the east. Some of the east side of this property is low land.



QUALIFICATIONS OF APPRAISER - AARI KEVIN ROBERTS

Experience:

Appraiser: AJ Appraisals and Real Estate, LLC: N7568 Little Coffee Road, Watertown, Wisconsin (920) 253-7212
The appraiser has been involved with projects that involve the valuation and acquisition of land and other interests for highway projects, electric transmission lines, gas transmission lines, conservation uses and conservation easements. Highway project appraisals have been completed according to WisDOT and other applicable regulations. Acquisition of land and other interests for conservation uses and conservation easements have been completed according to the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). The appraiser has been hired by the acquiring agency as well as property owners. Agricultural, residential, industrial and vacant land appraisals have been completed for various entities. It should be noted that in March of 2008 the appraisal business was moved from an individual basis to an LLC. This appraisal work started in January, 1998 and is ongoing.

Appraiser: Egan Appraisal Services, LLC; 1536 S. Church Street, Watertown, Wisconsin
This appraisal work started in January, 1993 and went until 2004.

Certification: State of Wisconsin
Certified General Appraiser #734, August 1995
Brokers License #46981

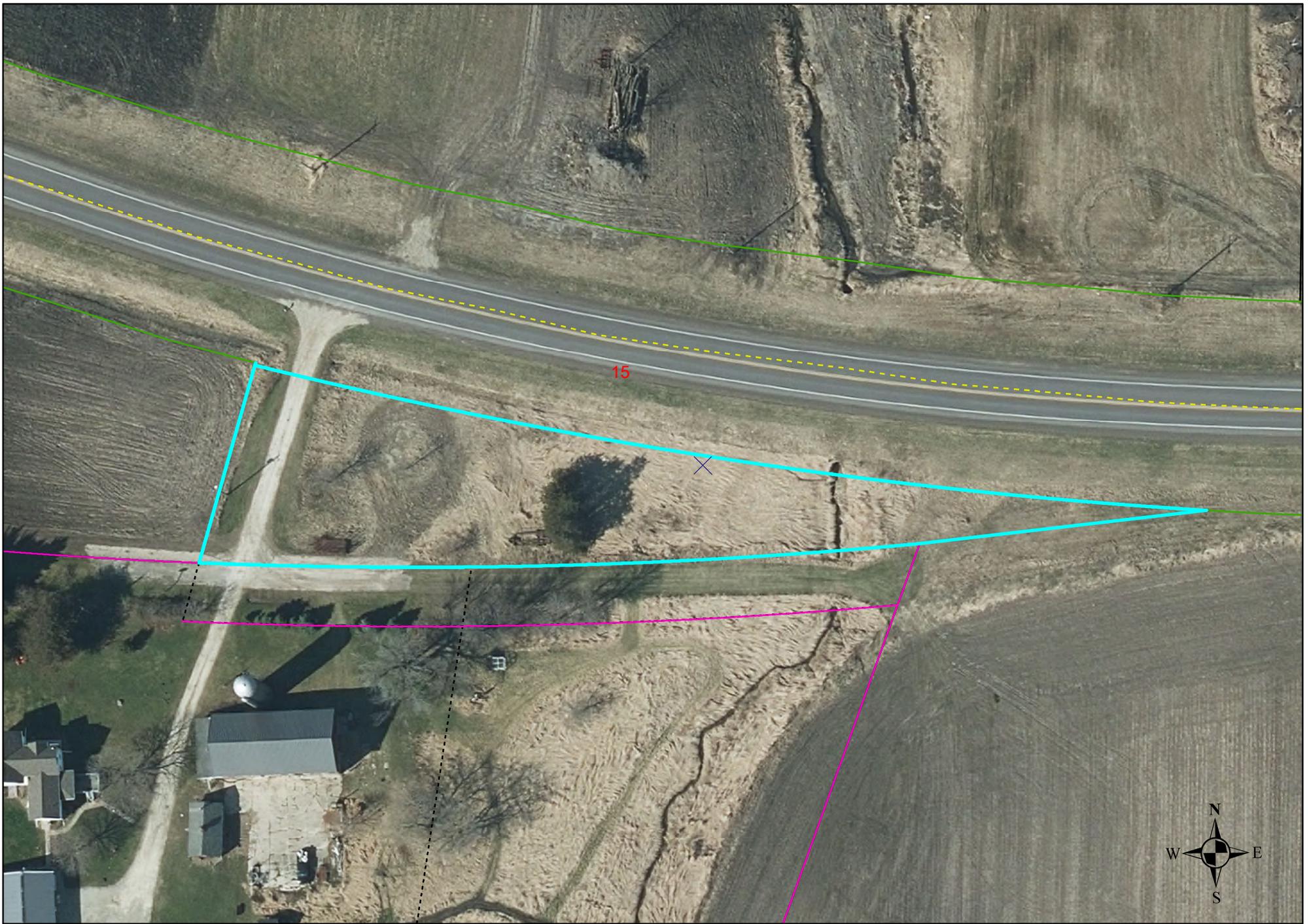
Education: B. S. Ag. Mech. and Management - University of Wisconsin, Madison, Aug. 1991
A. A. Property Assessment/App. - Waukesha County Technical College, May 1993
A. A. Real Estate - Waukesha County Technical College, May 1993

International Right of Way Association (IRWA) Classes
Course 103-Ethics and the Right of Way Profession, June 1998
Course 201-Communications and Real Estate Acquisition, March 1996
Course 214-Skills of Expert Testimony, September 1995, September 2002
Course 401-Appraisal of Partial Acquisitions, March 1997
Course 402-Introduction to the Income Capitalization Approach Sept. 2018
Course 403-Easement Valuation, May 1996
Course 407-Valuation of Contaminated Properties, March 1998
Course 410-Reviewing Appraisals in Eminent Domain, December 2017
Course 502-Business Relocation, May 2001
Course 603-Understanding Env. Contamination in Real Estate, April 2001
Course 802-Legal Aspects of Easements, October 1999
Course 902-Property Descriptions, September 1999

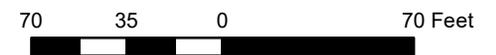
American Society of Farm Managers and Rural Appraisers
Rural Sales Analysis and Confirmation October 2015

Appraisal Institute
Valuation of Conservation Easements, March 2009
Uniform App. Standards for Federal Land Acquisitions (Yellow Book), June 2007

Other Activities: International Right of Way Association - August 1995 to present.
American Society of Farm Managers and Rural Appraisers – October 2007 to present.
National Board of Realtors - June, 1996 to present.
Wisconsin Board of Realtors - June, 1996 to present.
Jefferson County Board of Realtors – June, 1996 to present.
Shorewest Realtors-January 2003 to Present.
Town of Watertown Plan Commission, Chairman – April 2009 to present.



Parcel B of Plat of Survey S34-144



Dear Corporation Counsel, Highway Commission and Committee along with County Surveyor:

I am dropping this packet off containing 26 pages and the cover letter ahead of the October 25th Highway Committee meeting where the sale of a remnant parcel owned by the County will be on the agenda. I would like the packet to be shared with all members of the Highway Committee. Due to some research I have done I believe that I own the 33' of the public easement on the North side of what was once Hwy B. I have enclosed in the packet a color coded survey map along with a copy of the deed where the land in question was transferred from my Great Uncle to the County in July of 1969. We are not currently seeking to sell this .44 acres. We do understand that it is part of a public easement that has existed since 1969. In the packet you will also find photos of the current driveway with some explanations regarding the utility pole and the line of clear sight available from the current access point which makes it the safest for entering and exiting Hwy B with large farm machinery and our semi. I have also enclosed photos of the compromised line of sight from locations which I believe that the Winter's are proposing should be my access points. They are the only places where there is not a severe slope between the road and our fields. I am not requesting these locations be used as permanent access points

because of my concern for our safety and the safety of the public traveling on Hwy B. They seem to be traveling faster than 55 mph and with the visibility issues at both locations (one to the East and one to the West) I believe these locations would be putting all of us at risk. During a tree removal project on the West side of Mat Hansons house while conditions were wet I did exit my field and reenter my field to the East where I had a brush pile using the ditch as my travel path. I did not enter the roadway.

I have also included a vintage photo showing that the driveway was being used by my family since 1969. The location of the chopper boxes and their direction of travel was common all through the years. The driveway has been used by all parties involved without complaint until the Winter's purchased their property.

There is a photo of the old roadbed as it travels West through our land which will someday be a driveway to an available building site.

There are photos of how I have been using the public easement over the past few years mainly during the harvesting of those two fields of crops on the South side of Hwy B but occasionally at other times during the year. During my other large project which involved moving dirt from the North side of Hwy B to the South side I used the easement and parcel to make a u-turn (around a hay wagon which the Winter's had left sit for an extended period of time on the public

easement) so that I could make it around the utility pole. During that project the weather did go bad and it actually snowed the one day. I did repair all damage to the County land and cleaned up the driveway as well.

There is a copy of the Zillow ad from before the Winter's bought the house which stated that the parcel had recorded easement issues. In the survey for the property you can clearly see the 33' easement which was once Hwy B.

Finally I have included copies of the minutes of the November 27th 2018 and December 17th 2018 Highway Committee's meetings for reference.

I would encourage all members of the Highway Committee to go out to the site and take a look at the area in question. You will find the entire area to be in good condition with no signs of any damage from the few projects I have done in the past years. Please take note of the positioning of the utility pole and how it creates the need for a little extra space at the base of the driveway for me to make the swing onto my field road which is the old roadbed. Also please note how the forcing of our family to put in any other access point would affect our family financially, how it would affect our farmland negatively and how it would affect our safety and the safety of the public. If the County is going to recommend action on this issue please take note of the possibility of the Winter property having an access point just to the East of the current driveway as

there are no obstacles in the way. In 2018 I was in favor of splitting the parcel so that all parties involved would have continued access and I am still in favor of doing the same. The difference is that now there are only two parties involved. My family would need the Westerly 60' running the full depth North and South containing the current driveway and I then would support selling the rest of the County owned parcel to the Winter's

Respectfully David Messmer
Yvette Messmer
Trevor Messmer

*If you have any questions
please call Dave @ 920-988-5455*

DOCUMENT NO. 680465

VCL 429 PAGE 290

This Indenture, Made by Clarence Mielke and Mabel Mielke, his wife grantor of Jefferson County, Wisconsin, herby conveys and warrants to Jefferson County grantee of Jefferson County, Wisconsin, for the sum of Three Thousand Two Hundred Dollars & no/100 (\$3,200.00)

Fee title in and to the following tract of land in Jefferson County, State of Wisconsin, described as a parcel of land in T 7 N, R 14 E, Section 15; the SE 1/4-NW 1/4, the NE 1/4-SW 1/4, and the NW 1/4-SE 1/4 thereof, located from a highway reference line described as follows:

Commencing at a point on the west line of said Section 15, 28 feet southerly of the west quarter-corner of said Section 15; Thence S 87°-21' E, 399 feet; Thence N 86°-55' E, 1115.32 feet to a point of curve; Thence easterly on a curve to the right, radius 2291.83 feet, 190.31 feet to the point of beginning of the reference line. Thence continuing easterly on said curve to the right, radius 2291.83 feet, 747.02 feet to a point of tangency; Thence S 69°-39' E, 293.18 feet to a point of curve; Thence easterly on a curve to the left, radius 2291.83 feet, 749.80 feet to the point of ending of the reference line.

Said parcel includes all land of the owner lying between lines located northerly and southerly of the above-described reference line and described as follows:

Northerly Line

60 feet northerly of and parallel to the above-described reference line for the first 1790 feet as measured along said reference line.

Southerly Line

60 feet southerly of and parallel to the above-described reference line for the first 1205 feet as measured along said reference line.

(Continued on Back)

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.02, Wisconsin Statutes, assuming the completion of the improvements contemplated by the resolution order or orders upon which this instrument is based. Compensation for additional items of damage listed in sec. 32.10, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor, Clarence Mielke and Mabel Mielke, hereunto set their hand and seal, this 21st day of May, A.D., 1969.

SIGNED AND SEALED IN PRESENCE OF

ALEX T. WOELFFER

NORMAN H. WHITNEY

Clarence Mielke (SEAL) Clarence Mielke

Mabel Mielke (SEAL) Mabel Mielke

STATE OF WISCONSIN Jefferson County, ss.

Personally came before me, this 21st day of May, A.D., 1969, the above-named Clarence Mielke and Mabel Mielke

RECEIVED FOR RECORD

3rd DAY OF June A.D. 1969 AT 1:00 CLOCK P.M. AND RECORDED IN VOL. 429 OF RECORDS PAGE 290

Dorothy A. Seefeldt (SEAL) Notary Public, Jefferson County, Wisconsin My Commission expires July 27, A.D., 1969

This instrument was drafted by the State Highway Commission of Wisconsin.

Negotiated by

Project E 1441(8)

Parcel No. 37

All land lying between the south property line of the owner and the above-described reference line for the last 585 feet as measured along said reference line. Said parcel, exclusive of land already in use for highway purposes, contains 5.12 acres, more or less.

Handwritten calculations: 1790 x 60 = 2.465 Acres, 1205 x 60 = 1.659 Acres, parcel B = .69 Acres, 585 x 60 excluded from parcel B survey = .805 Acres

Handwritten calculations: 585 x 33 = 5.179 Acres, 1790 x 60 = 5.619 Acres, 1205 x 60 = 1.44 Acres

Handwritten note: Close to what county bought which states 5.12 Acres

Handwritten scribbles and signatures at the bottom right of the page.

PRELIMINARY MAP FOR PROPOSED ACQUISITION OF TWO PARCELS LOCATED IN THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 15, T7N, R14E, TOWN OF AZTALAN, JEFFERSON COUNTY, WISCONSIN

NOTES

1) Prepared for David E. Messmer, N6885 Hoopers Mill Road, Lake Mills, WI 53551, owner of adjoining property, per Warranty Deed Document No. 1212557 and Affidavit of Correction No. 1213507.

2) Bearings shown are referenced to the west line of the SW 1/4 of Section 15, T7N, R14E, Town of Aztalan, Jefferson County, Wisconsin.

LEGEND

- 3/4" dia rerod set.
- 1" iron pipe found unless noted different.
- ▲ Existing metal right-of-way post found.
- () Recorded data.

Scale: 1" = 200'



SURVEYOR'S CERTIFICATE

I hereby certify that I have prepared this map from existing County Highway "B" plans and from existing surveys of record and that this map is a true representation thereof and is correct to the best of my knowledge and belief.

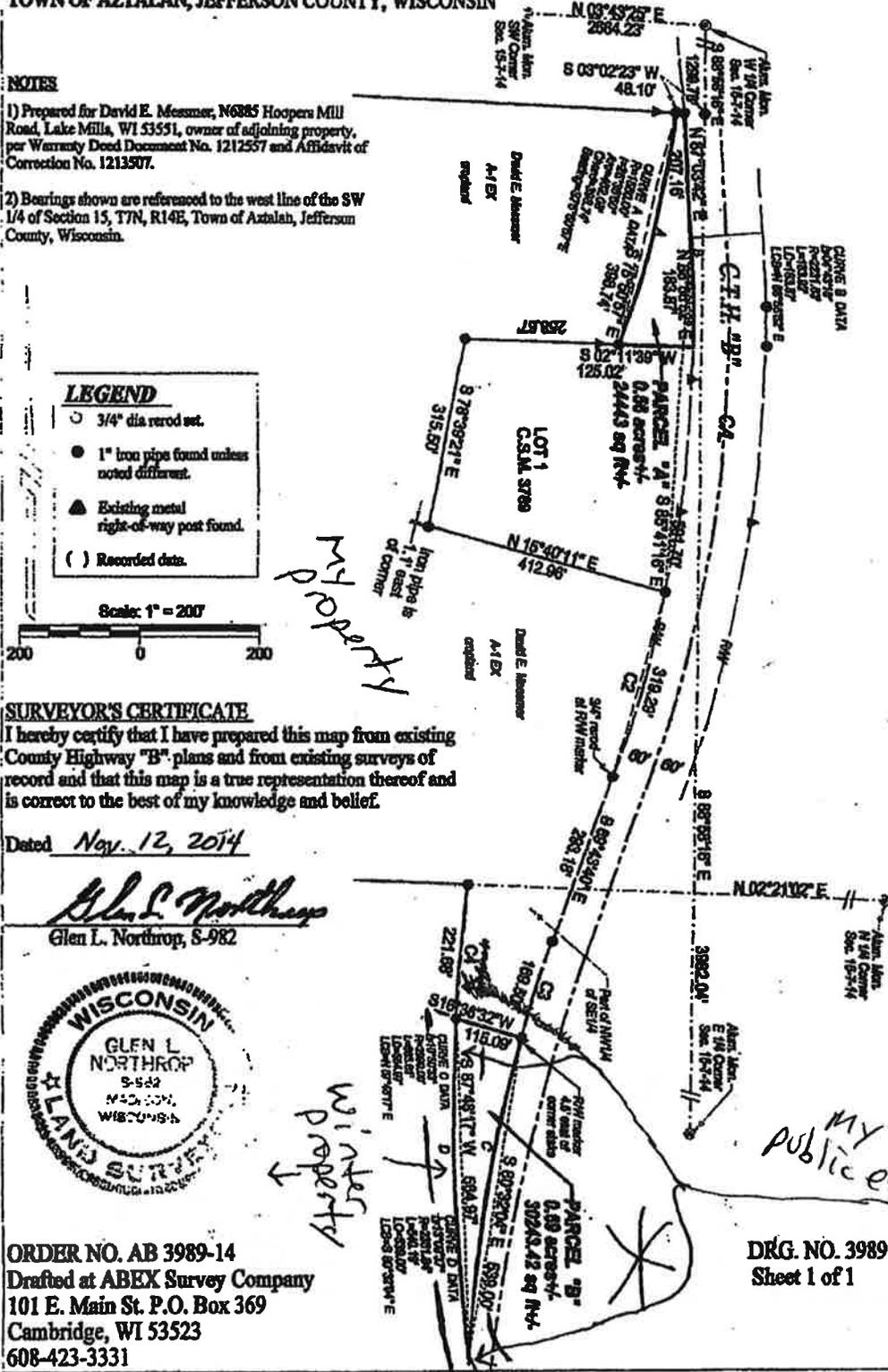
Dated Nov. 12, 2014

Glen L. Northrop
Glen L. Northrop, S-982



ORDER NO. AB 3989-14
Drafted at ABEX Survey Company
101 E. Main St. P.O. Box 369
Cambridge, WI 53523
608-423-3331

DRG. NO. 3989
Sheet 1 of 1



My 33' of old Hwy purchased by county

Winter Property

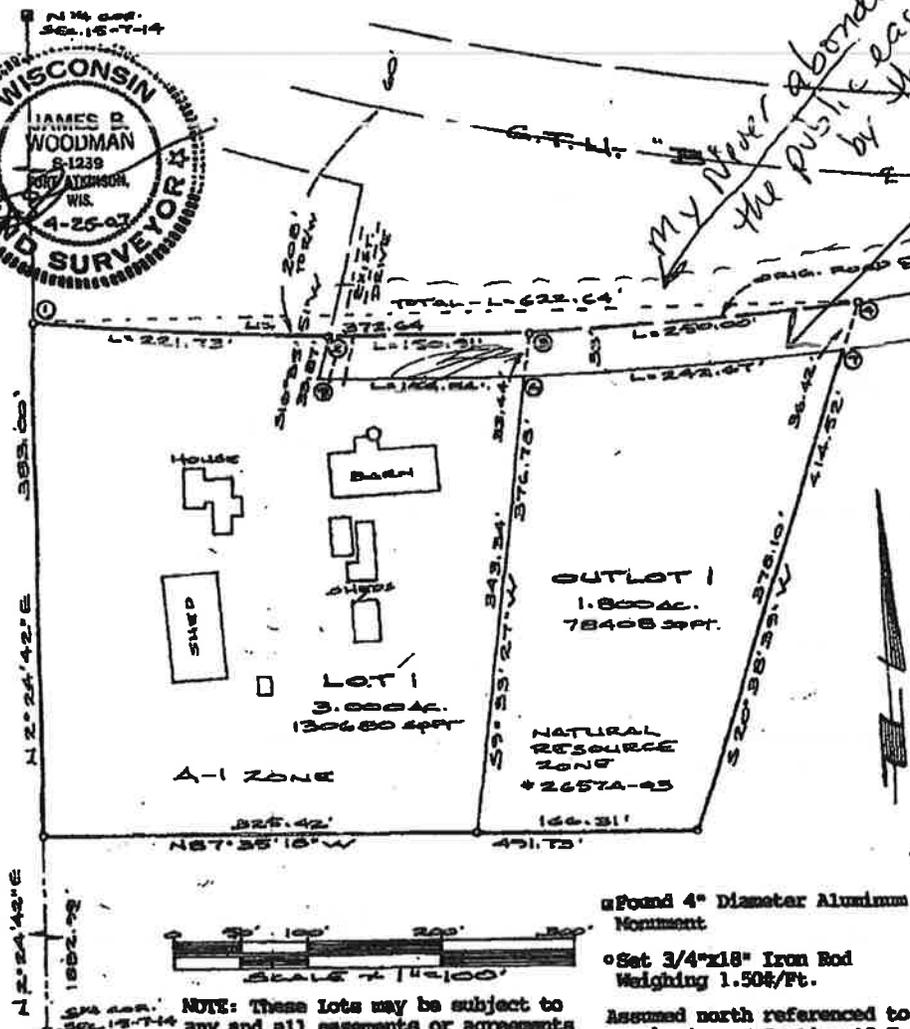
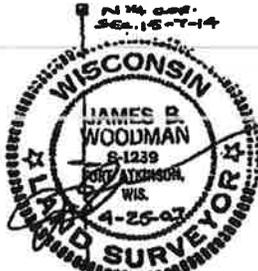
34-144

1118278

CERTIFIED SURVEY MAP

Vol 22 P. 118

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, T7N, R14E, Town of
Atkian, Jefferson County, Wisconsin



11:05
My Never Abandoned portion of the public easement Never purchase by the county at any time.
Winters 33' owned public easement.

NOTE: These lots may be subject to any and all easements or agreements either recorded or unrecorded.

- Found 4" Diameter Aluminum Monument
- Set 3/4"x18" Iron Rod Weighing 1.50#/Ft.

Assumed north referenced to the N-S $\frac{1}{2}$ line of Section 15-7-14.

NOTE: These lots may contain, or be in close proximity to wetlands. If so, they are subject to the various regulations governing same. A qualified wetlands expert should be consulted to determine if wetlands exist and advise you accordingly.

NOTE: This outlot is zoned Natural Resource and may not be used for construction of any dwellings used for human habitation.

CURVE NO.	RADIUS	CENTRAL ANGLE	BEARING	DISTANCE
1-4	2990.00'	11° 55' 52"	S88° 34' 32"E	621.51'
1-2	"	4° 14' 56"	S84° 44' 04"E	221.68'
2-3	"	2° 53' 30"	S88° 18' 17"E	150.89'
3-4	"	4° 47' 26"	N87° 51' 15"E	249.93'
5-7	3023.00	7° 32' 02"	N89° 31' 11"E	397.22'
5-6	"	2° 56' 04"	S88° 10' 50"E	154.82'
6-7	"	4° 35' 58"	N88° 03' 09"E	242.60'
TANGENT BEARINGS				
	1	S82° 36' 36"E	4	N89° 27' 32"E
	5	S86° 42' 48"E	7	N89° 45' 10"E

OWNER: Charles G. Untz and Sonja K. Untz, Joint Revocable Living Trust

4



View from Hwy B down driveway that everyone has been using since 1969. Take note of electric pole on west side of driveway. The pole is the reason I have always needed extra room to make the swing onto our old road bed which we use to get into our fields. Take note of no obstructions to the east which would prevent the addition of a driveway for the winter property.



Better photo of the electric pole on
the west side of the driveway.



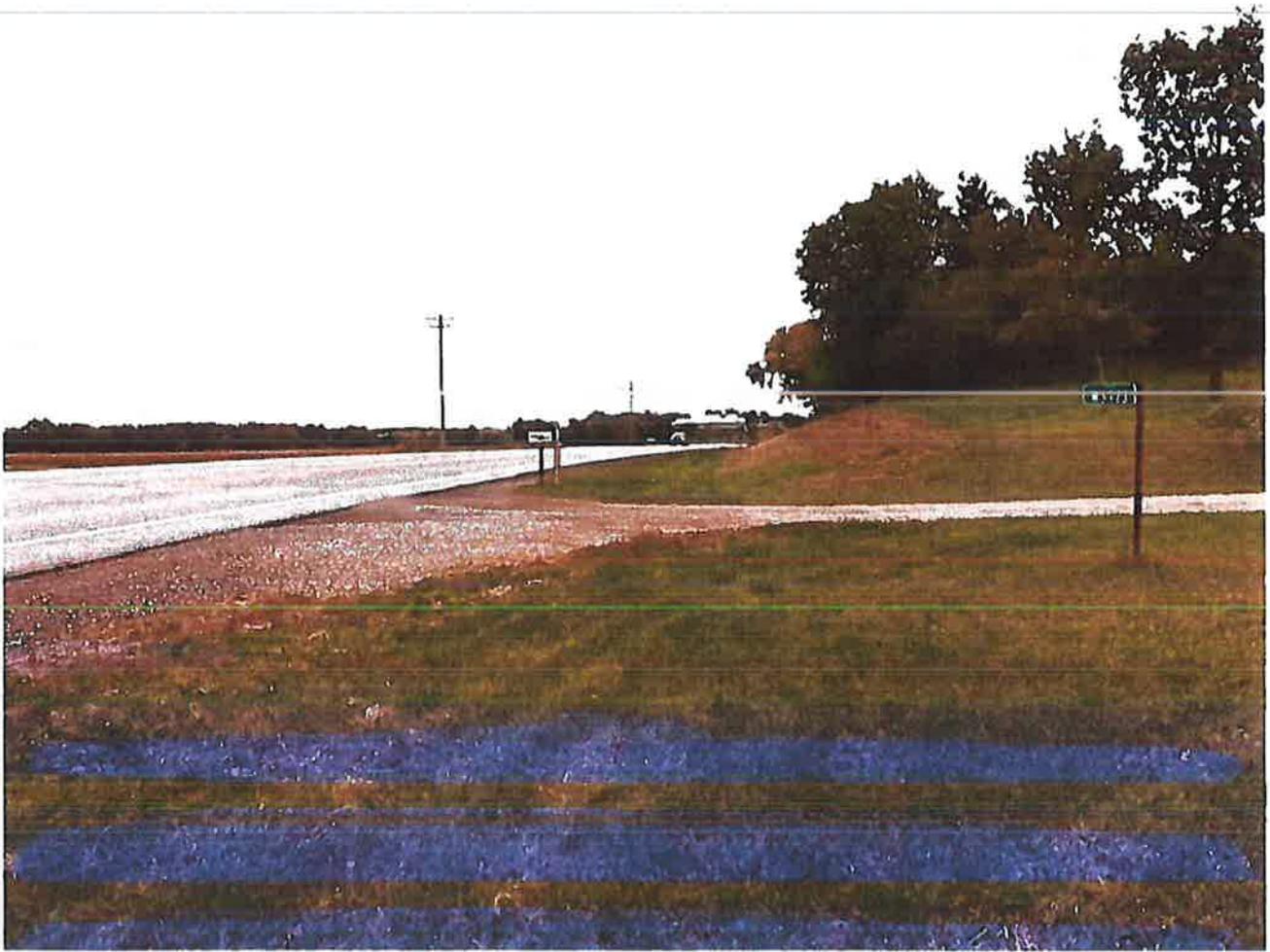
View to the East from the current
driveway. Notice ~~the~~ ~~clear~~ 2 tenths of a mile
clear line of sight. When entering Hwy B
with equipment & semi cars still come up on
me fast as I believe they are not always
following the speed limit.



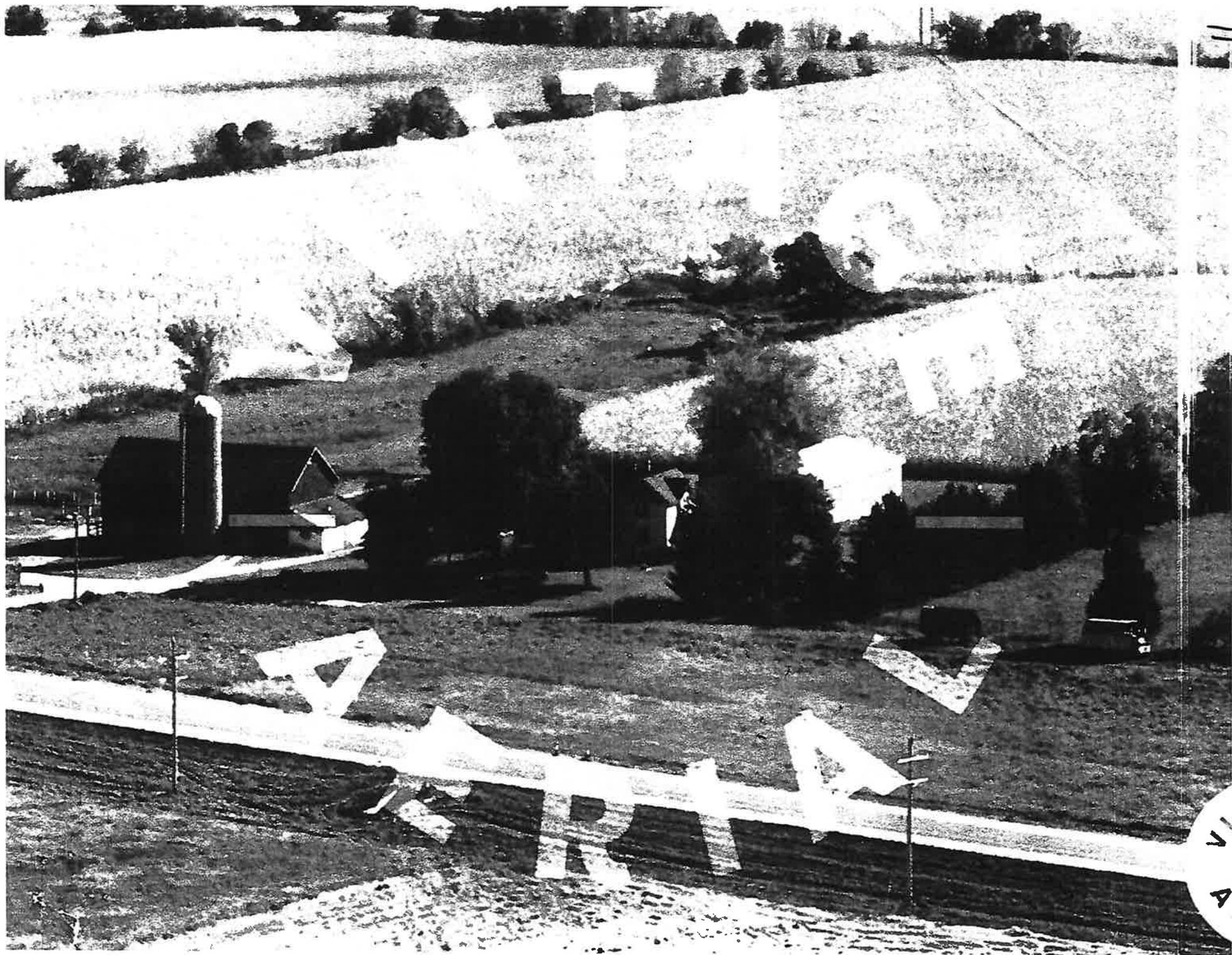
View to the west from the current driveway. Notice 2 tenths of a mile clear line of sight. When entering Hwy B with equipment & semi cars still come up on me fast as I believe they are not always following the speed limit.



Compromised view to the West from
suspected proposed access point by the winters
for my family. I do not believe this is
a safe access point due to limited view to
the West for entering or exiting property
with farm machinery & semi.

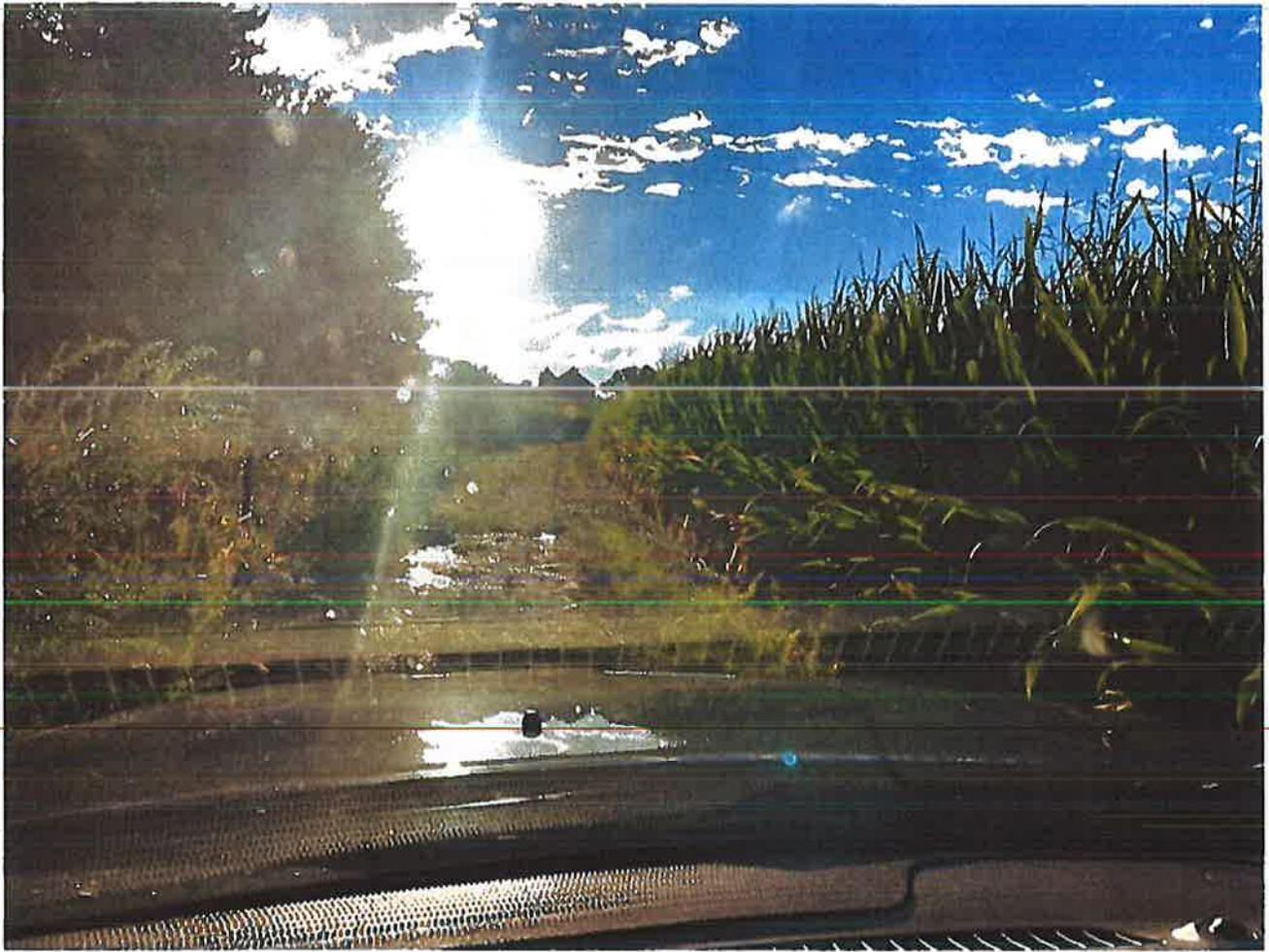


Compromised view to the East from another suspected proposed access point by the Winters for my family. I do not believe this is a safe access point due to the limited view to the East for entering or exiting property with Farm Machinery & Semi.



11

V
A



Old Road bed to
West - possible driveway
to Available building site -
used now to access each of my
Fields. In vintage photo it is
where the chopper boxes are
sitting and where in the not
to distant past there was a
whole line of machinery parked
which I have cleaned up.



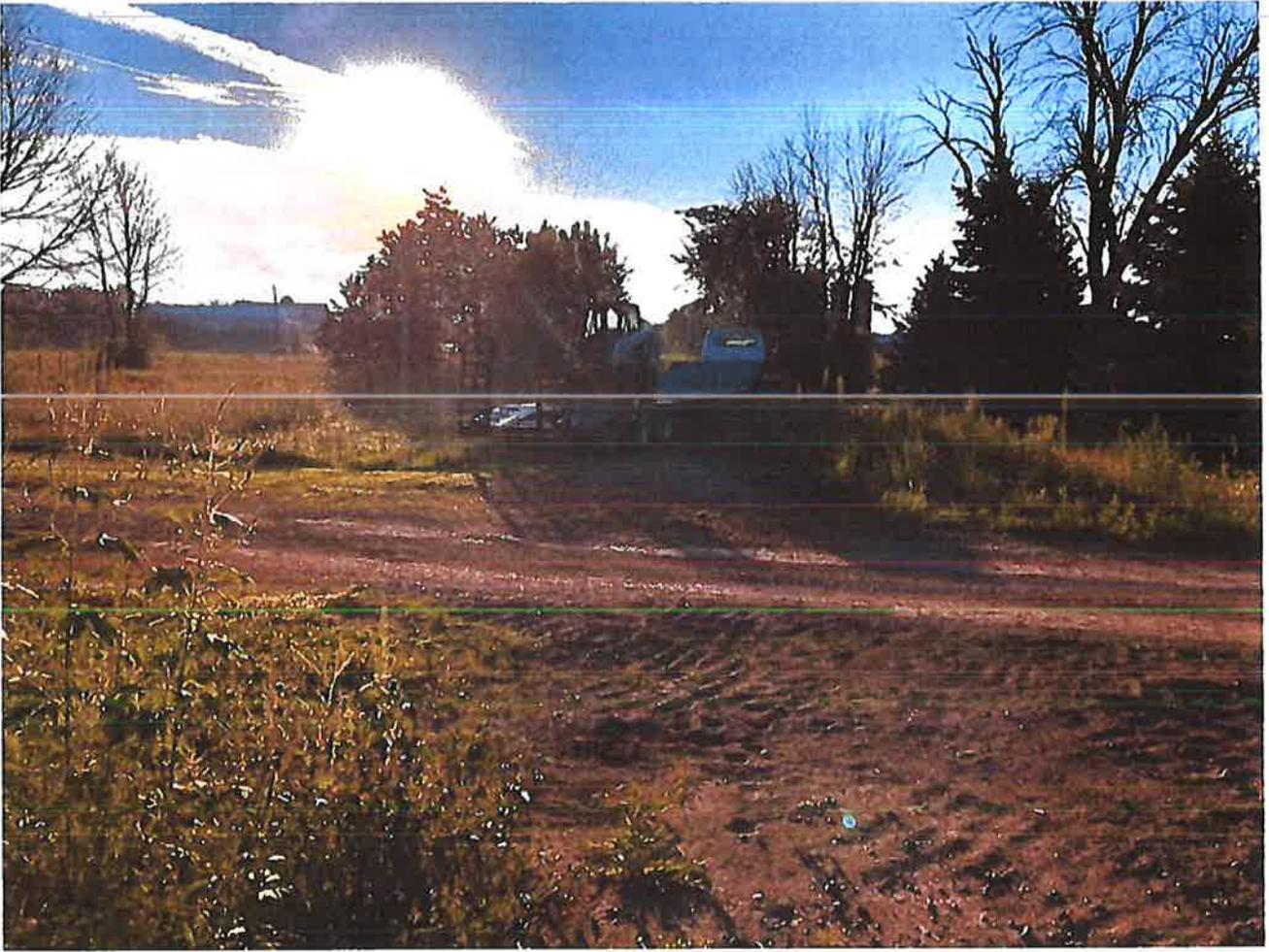
Fall 2019
using public easement
to load soybeans.



Fall 2020
using public easement to
load corn.



Fall 2021
using public easement to
load soybeans safely.



Summer 2022
Using of public easement to
temporarily park semi while picking some
stones from already planted crops.



Summer
2022
Unmaintained public easement to the
East of my property.



Take note of
the post painted Red in
the public easement.
Piles of dirt that were on the
countys side of the easement
all summer have recently been
removed. I had talked to Bill Kern
about the dirt piles late in summer.



Save



Draw



Contact Agent



W5883 County Road B, Jefferson, WI 53549

3 beds · 3 baths · 2,403 sqft

SOLD: \$297,200

Sold on 08/02/17

Zestimate®: \$268,024

See current rates

Map

road B



Note: This property is not currently for sale or for rent. The description below may be from a previous listing.

It's time to bid! **REDUCED** reserve prices on select auction properties.

There is a recorded easement issue on this property. Contemporary single family home sits on a 4.8 acres! The home offers 3 bed, 1 bath, with over 1700 square feet of living space, and a detached garage. The eat in kitchen is bright and airy and with a few cosmetic updates will be the heart of the home once again. Other features include wood flooring. comfortably sized

Mud on Blacktop

December 17, 2018 11:16 AM

From dymessmer

HIDE

To bridgeto@gmail.com

SAVE AS GROUP

Rick and Bridget. I am sending you this email to ask permission to clean up the mud on the blacktop near our shared lot line. I would obviously be crossing the lot line to complete this task. Thank you for your consideration in this matter. Dave Messmer

Sent from my U.S.Cellular® Smartphone

**JEFFERSON COUNTY HIGHWAY COMMITTEE
MEETING MINUTES**

Tuesday, November 27, 2018

The Jefferson County Highway Committee met on Tuesday, November 27, 2018, at 8:30 A.M. for a meeting at the Highway Office.

ROLL OF THE HIGHWAY COMMITTEE:

Members present: Donald Reese; Michael Wineke; Lloyd Zastrow; John Kannard; Dick Schultz

Members absent: None

Also Present: William Kern, Highway Commissioner
Ann Jenswold, Highway Department
Sean Heaslip, Highway Department
Greg Koeppel, Highway Department
Ben Wehmeier, County Administrator
J. Blair Ward, Corporation Counsel
Bridget Olson, Aztalan
Rick Winter, Aztalan
David Messmer, Milford
Yvette Messmer, Milford
Charles Untz, Remnant Parcel CTH "B"

Purpose of the meeting was to review and approve vouchers and other highway business.

HIGHWAY COMMITTEE MINUTES: The minutes from the October 30, 2018 Highway meeting, having been distributed in advance, it was moved by Mr. Wineke and seconded by Mr. Zastrow to approve the minutes as printed.

Carried by the following roll call:

AYES: Reese, Wineke, Zastrow, Schultz, Kannard

NOES: None

ABSENT: None

ABSTAIN: None

CORRESPONDENCE:

Newsletters/E-Mails:

- NONE

News Releases/Notices:

- NONE

PUBLIC COMMENT:

- NONE

HIGHWAY COMMISSIONER'S REPORT:

- **Construction Projects**

All major construction projects are substantially complete

- **Winter Maintenance**

Highway Department employees had a comprehensive training day on winter maintenance operations on October 19, 2018. The training included discussion and video training on operations and material use, and also included a WisDOT presentation on liquid salt brine use

Crews recently completed winter maintenance equipment calibration and testing

Crews were called in for first winter maintenance snow event on November 9

Crews are mixing and storing salt brine at all shop locations

All salt deliveries for the state and county were completed in October and early November

Shop staff is finishing up winter equipment set-up on trucks including some additional liquid salt brine application systems

- **General Maintenance**

Crews have finished the additional mowing needs on state and county highways

Crews are completing some additional pavement repair projects and shoulder work before winter

- **Office/Shop Staff**

OLD BUSINESS

8a. Discussion and possible action on selling a remnant parcel of property owned for highway purposes to Rick Winter

Corporation Counsel, J. Blair Ward, gave history of property remnants being sold in the past. Mr. Winter spoke regarding access to his property from CTH "B", and access points for the Messmer and Untz properties, which currently use his land for access points. He spoke in reference to why he would like to purchase the remnant of the parcel owned by the County.

Mr. Messmer spoke on behalf of his concerns regarding the purchase of the remnant parcel by Mr. Winter, and proposed for the County to divide the remnant into thirds for ease of entry for all three properties.

Mr. Untz spoke on behalf of his concerns regarding the purchase of the remnant parcel by Mr. Winter, referencing the safety of getting his equipment out of the field onto a curved roadway with deep ditches and road pitch.

J. Blair Ward stated that he had no objection to the sale, but there is a need for access to property for all three property owners. He stated that the county surveyor should be involved in this decision process.

Commissioner Kern stated that the Highway Department will take a look at the area for access points before the next meeting. No Motion

NEW BUSINESS

9a. Discuss CTH "P" (CTH E – CTH F) project including private drainage tiles and drainage

Commissioner Kern updated the Committee stating that the private property owner thought that the Highway Department damaged their private drainage tile during the CTH "P" project work. The tile is clay tile installed many years ago. Superintendents Heaslip and Koeppel stated that utilities were bored before and after construction. Heaslip discussed drainage in the area, and showed the natural flow of water to the South. They stated that this was very old tile. Koeppel stated that he marked this tile when he was a patrolman 18 or 19 years ago. Drainage issues in this area were discussed. Currently the resident has not requested a permit to work in the right of way. Commissioner Kern and the Highway staff feel that the private drainage tile is not the County's responsibility, and nothing further needs to be done.

It was moved by Mr. Schultz and seconded by Mr. Kannard that nothing further needs to be done regarding the private drainage tile, and that the County does not have the responsibility to fix this issue.

Carried by the following roll call:

AYES: Reese, Wineke, Zastrow, Kannard, Schultz

NOES: None

ABSENT: None

ABSTAIN: None

9b. Discuss future budget and capital project planning process

Commissioner Kern discussed the budget planning process and timelines with the Committee. He explained how the department plans for highway projects, and how he plans to include the Committee in the upcoming year on the decision making process. No Motion

9c. Discuss monthly financial account summary (YTD)

Commissioner Kern reviewed the financial account summary with the Committee, and answered questions. No Motion

REVIEW & APPROVE VOUCHERS: The vouchers held the following totals resulting:

BILLS:	11/05/18	\$	95,223.07
BILLS:	11/12/18	\$	84,320.19
BILLS:	11/26/18	\$	126,424.96
COMMITTEE:	OCT	\$	334.95
P CARD:	NOV-GENERAL	\$	6,155.61
P CARD:	NOV-BILL	\$	82.00
P CARD:	NOV-BRIAN	\$	508.14
P CARD:	NOV-GREG	\$	<u>798.17</u>
TOTALS:		\$	313,847.09

It was moved by Mr. Kannard and seconded by Mr. Schultz that the bills are allowed as reviewed.

Carried by the following roll call:

AYES: Reese, Wineke, Zastrow, Kannard, Schultz
NOES: None
ABSENT: None
ABSTAIN: None

Motion by Mr. Reese and seconded by Mr. Zastrow to adjourn at 10:55 a.m.

Carried by the following roll call:

AYES: Reese, Wineke, Zastrow, Kannard, Schultz
NOES: None
ABSENT: None
ABSTAIN: None

The next meeting will be held on **Monday, December 17, 2018, at 8:30 a.m.**, at the Jefferson County Highway Department.

Approval: _____

**JEFFERSON COUNTY HIGHWAY COMMITTEE
MEETING MINUTES**

Monday, December 17, 2018

The Jefferson County Highway Committee met on Monday, December 17, 2018, at 8:30 A.M. for a meeting at the Highway Office.

ROLL OF THE HIGHWAY COMMITTEE:

Members present: Michael Wineke; Lloyd Zastrow; John Kannard; Dick Schultz

Members absent: Donald Reese

Also Present: William Kern, Highway Commissioner
Ann Jenswold, Highway Department
Jim Schroeder, County Board Chair
Ben Wehmeier, County Administrator
J. Blair Ward, Corporation Counsel
Andy Erdman, Land Information
Jim Morrow, County Surveyor
Bridget Olson, Aztalan
Rick Winter, Aztalan
David Messmer, Milford
Yvette Messmer, Milford
Charles Untz, Lake Mills

Purpose of the meeting was to review and approve vouchers and other highway business.

HIGHWAY COMMITTEE MINUTES: The minutes from the November 27, 2018 Highway meeting, having been distributed in advance, it was moved by Mr. Zastrow and seconded by Mr. Wineke to approve the minutes as printed.

Carried by the following roll call:

AYES: Wineke, Zastrow, Schultz, Kannard

NOES: None

ABSENT: Reese

ABSTAIN: None

CORRESPONDENCE:

Newsletters/E-Mails:

- Letter – David Messmer: Remnant parcel on CTH “B”

News Releases/Notices:

- NONE

PUBLIC COMMENT:

- NONE

HIGHWAY COMMISSIONER'S REPORT:

- **Construction Projects**

All major construction projects are substantially complete

- **Winter Maintenance**

WisDOT held a comprehensive winter maintenance training program on December 6 in the Highway Department training room. Well over 100 people attended the training including Highway Commissioners and Superintendents from over 30 highway departments. The keynote speakers included Dr. Scott from Cargill Deicing Technology and Dr. Wilf from the Salt Institute.

Crews recently completed winter maintenance equipment calibration and testing

Crews have completed 6 full call-out storms this winter and a few partial call-outs

Crews are installing the new brine storage tanks at all highway shops

- **General Maintenance**

Crews are working on miscellaneous brushing on state and county highways

Crews are completing some additional pavement repair projects and shoulder work before winter

- **Office/Shop Staff**

Office staff is working on end-of-year activities and preparing for a turnover in the accounting staff

Physical inventories will take place over the next few weeks

OLD BUSINESS

8a. Discussion and possible action on selling a remnant parcel of property owned for highway purposes to Rick Winter

Corporation Counsel, J. Blair Ward, gave a recap of the information shared at the November meeting. Andy Erdman, Land Information, shared state statute information on CTH "B", stating that the County owns right-of-way on old CTH "B", and the roadway is still considered a roadway with traffic on it. He discussed property lines of the three parties and gave information reference to the survey, county right-of-way, and easements.

Mr. Messmer spoke on behalf of his concerns regarding the purchase of the remnant parcel by Mr. Winter, and proposed for the County to divide the remnant into thirds for ease of entry for all three properties.

J. Blair Ward stated options on the sale or if the County did not sell the parcel. He stated that the County could deny the sale and keep the status quo, or possibly revisit the sale option at a later time if it was presented again down the road.

It was noted that County Board Chair, Jim Schroeder, was present in the case of a tie vote on the issue.

It was moved by Mr. Wineke and seconded by Mr. Kannard to deny the sale of the remnant parcel along CTH "B" to Rick Winter, and keep the status quo.

Carried by the following roll call:

AYES: Wineke, Zastrow, Kannard, Schultz

NOES: None

ABSENT: Reese

ABSTAIN: None

NEW BUSINESS

9a. Discuss monthly financial account summary (YTD)

Commissioner Kern reviewed the financial account summary with the Committee, and answered questions. No Motion

REVIEW & APPROVE VOUCHERS: The vouchers held the following totals resulting:

BILLS:	12/03/18	\$	38,020.72
BILLS:	12/10/18	\$	73,524.34
BILLS:	12/21/18	\$	76,168.62
COMMITTEE:	NOV	\$	334.95
P CARD:	DEC-GENERAL	\$	265,185.48
P CARD:	DEC-GREG	\$	<u>910.20</u>
TOTALS:		\$	454,144.31

It was moved by Mr. Schultz and seconded by Mr. Wineke that the bills are allowed as reviewed.

Carried by the following roll call:

AYES: Wineke, Zastrow, Kannard, Schultz

NOES: None

ABSENT: Reese

ABSTAIN: None

It was noted that there will be a vote at the January Highway Committee meeting, to fill the Chair position of this committee, with the passing of Mr. Reese.

Motion by Mr. Schultz and seconded by Mr. Zastrow to adjourn at 9:35 a.m.

Carried by the following roll call:

AYES: Wineke, Zastrow, Kannard, Schultz

NOES: None

ABSENT: Reese

ABSTAIN: None

The next meeting will be held on **Tuesday, January 29, 2019, at 8:30 a.m.**, at the Jefferson County Highway Department.

Approval:

JEFFERSON COUNTY HIGHWAY DEPARTMENT SUMMARY OF MAJOR COUNTY ACCOUNTS

10/18/2022 10:44

10/18/22

LABOR 10-13-22
EQUIPMENT 10-13-22
MATERIALS 10-13-22
SHOP MATERIALS 10-13-22

PERCENT OF LABOR YEAR 78.36%

ACCOUNT	AVAILABLE	SPENT	APPROVED TRANSFER	BALANCE	PERCENT SPENT
53311 COUNTY MAINTENANCE	3,066,597.79	1,813,704.57	0.00	1,252,893.22	59.14%
53312 COUNTY CONSTRUCTION	6,002,868.63	4,305,568.17	0.00	1,697,300.46	71.73%
53313 WINTER MAINTENANCE	1,565,351.57	333,027.20	0.00	1,232,324.37	21.27%
53315 STP FUNDS	1,000,000.00	104,129.14	0.00	895,870.86	10.41%
	10,634,817.99	6,452,299.94	0.00	4,182,518.05	60.67%

53313 WINTER MAINTENANCE 2022										
10/18/2022 10:44										
LABOR 10-13-22										
EQUIPMENT 10-13-22										
MATERIALS 10-13-22										
SHOP MATERIALS 10-13-22										
TOTAL										
WINTER MAINTENANCE										
C.O. BUDGET										
1,565,351.57										
Labor										
Fringe										
Machinery										
Transfers/Journal Entries										
Materials										
EXPENSE										
REMAINING										
TOTAL EXPENSE BY ACTIVITY										
ORIGINAL BUDGET TOTAL										
APPROVED CARRY OVER										
TOTAL AVAILABLE										
APPROVED TRANSFER										
TOTAL AVAILABLE										
ESTIMATED EXPENSES (equipment storage/building & grounds)										
TOTAL EXPENSES										
TOTAL REMAINING										
80.00 0.1800 0.65 1.44 2.50										
date reg. hours o.t. hours total hours \$ labor \$ incidental \$ sm tool \$ equipment \$ salt \$ salt brine \$ calcium \$ beet juice \$ sand \$ misc.										
10/13/2022 1,124.25 815.25 1,939.50 61,234.04 36,038.98 2,797.69 129,827.98 73,927.20 24,376.23 1,247.36 (45,757.28)										
1,124.25 815.25 1,939.50 61,234.04 36,038.98 2,797.69 129,827.98 73,927.20 24,376.23 1,247.36 0.00 0.00 (45,757.28)										
HOURLY COSTS										
31.572 18.582 1.442 66.939 38.117 0.398 0.020 - - (23.592)										
132,625.67 924.09 135,423.50 1,914.01 - -										
equip. total tons salt gallons brine calcium gallons beet										

53312 C.T.H.S. CONSTRUCTION 2022																			
10/18/2022 10:44																			
LABOR 10-13-22																			
EQUIPMENT 10-13-22																			
MATERIALS 10-13-22																			
SHOP MATERIALS 10-13-22																			
	BUDGET	TOTAL COST	005 MILLING	009 TRAFFIC	021 GRAVEL	031 SWEEP	043 RV_WOODYV	51 RF_CULVRT	052 RF_DITCH	055 RF_APPURT	093 A_SUPRENG	190 B_COURSE	191 DR & CLVT	195 SEED/LND	196 UNDERCUT	197 SURF MAIN	240 SIGNS	247 C & E LINE	401 HAULING
BITUMINOUS SURFACING																			
CTH A - Lake Mills to STH 18 - 3.64 miles	1,357,341.77	711,351.81	55,754.29	11,627.96	31,432.64	-	-	-	-	-	4,808.57	48,881.11	12,389.85	-	-	532,544.38	7,208.66	4,674.15	2,030.20
CTH A - STH 18 to STH 12 - 1.83 miles	600,000.00	279,566.91	9,301.36	4,566.41	10,109.29	-	-	-	-	-	2,015.12	17,086.51	52,605.98	5,669.79	-	167,449.57	6,272.81	3,352.67	1,137.40
CTH A - STH 12 to STH 106 - 4.73 miles	1,814,526.86	1,400,037.68	25,153.04	5,988.53	56,218.70	-	-	-	18,406.86	-	4,345.40	193,787.41	89,695.21	5,466.93	106,872.70	871,379.86	11,576.54	6,315.33	4,831.17
CTH S - 3.30 miles	1,200,000.00	963,196.38	20,460.86	16,729.63	86,581.18	-	-	-	-	-	4,533.98	63,458.86	8,310.98	16,443.12	-	735,356.11	7,551.02	2,534.12	1,236.52
CTH X - 6.08 miles	839,000.00	716,600.54	71,899.31	22,408.87	54,543.77	-	-	-	-	-	2,185.42	-	35,457.46	-	-	512,638.66	8,782.31	4,513.50	4,171.24
TOTAL	5,810,868.63	4,070,753.32	182,568.86	61,321.40	238,885.58	0.00	0.00	0.00	18,406.86	0.00	17,888.49	323,213.89	198,459.48	27,579.84	106,872.70	2,819,368.58	41,391.34	21,389.77	13,406.53
REMAINING	1,740,115.31																		
BUILDING ALLOCATION																			
	192,000.00																		
ESTIMATED EXPENSE	192,000.00	192,000.00																	
REMAINING	0.00																		
MISC.. INVENTORY ADJUSTMENTS																			
	0.00																		
Misc Overlay Work	42,814.85	42,814.85	35,170.31	3,760.78	441.00	0.00	0.00	0.00	0.00	0.00	362.23	0.00	0.00	0.00	0.00	1,090.99	1,738.25	0.00	251.29
MISC.	0.00	0.00																	
LRIP/GRANTS	-	0.00																	
TRAINING	-	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REMAINING	0.00																		
TOTAL EXPENSE BY ACTIVITY	6,045,683.48		217,739.17		239,326.58	0.00	0.00	0.00	18,406.86	0.00	18,250.72	323,213.89	198,459.48	27,579.84	106,872.70	2,820,459.57	43,129.59	21,389.77	13,657.82
BUDGETED TOTAL	6,002,868.63																		
TOTAL EXPENSES	4,305,568.17																		
TOTAL REMAINING	1,697,300.46																		
carryover	1,774,071.63																		
budget	4,020,502.00																		
revenue	208,295.00																		
available	6,002,868.63																		
STP Funds	1,000,000.00																		
Spent	104,129.14																		
Available	895,870.86																		

**Jefferson County Highway Department
Highway Operations Report**

October 25, 2022

Operations Summary

Construction Projects

CTH A (STH 106 – US 12)

Project Type: Pulverize and Resurface

Progress: *Project is complete!*

CTH A (US 12 – US 18)

Project Type: Mill, Widen and Resurface

Progress: *Project is complete!*

CTH A (US 18 – Lake Mills)

Project Type: Pulverize and Resurface

Progress: *Project is complete!*

CTH S (CTH A – CTH B)

Project Type: Pulverize and Resurface

Progress: *Project is complete!*

CTH M (US 12 – CTH N)

Project Type: Mill and Resurface

Progress: *Project is complete!*

CTH X (CTH B – Watertown)

Project Type: Mill and Resurface

Progress: *Project is complete!*

Design Work: CTH E, CTH F, CTH D-Bark River Bridge

Miscellaneous Projects: Town paving projects, overlay paving (Various), Culvert replacements and liners

General Maintenance

- Crews are working on concrete joint repairs on STH 26
- Crews are working on last mowing work for the fall
- Crews are completing sign installation and repairs
- Shop will begin outfitting a few of the trucks for winter maintenance

COMMITTEE MEETING		
10/20/2022		
BILLS	09/26/22	\$ 177,193.82
BILLS	09/26/22	\$ 362.85
BILLS	10/03/22	\$ 48,541.58
BILLS	10/10/22	\$ 32,960.73
BILLS	10/17/22	\$ 450,463.57
BILLS	10/17/22	\$ 52.45
BILLS	10/17/22	\$ 1,021.54
P-CARD	SEPTEMBER-BRIAN	\$ 165.00
P-CARD	SEPTEMBER-RYAN	\$ 1,233.32
TOTAL		\$ 711,994.86

	Invoice	Invoice Amt
ALLIANCE TRAILER	S228464	196.00
ALLIANCE TRAILER	S228395	474.00
ALLIANCE TRAILER Total		670.00
AMAZON CAPITAL	1NQV-DDQQ-W6DL	17.80
AMAZON CAPITAL	TVQ1-MDL3	69.29
AMAZON CAPITAL	174F-WC6G-WLXJ	578.09
AMAZON CAPITAL	1TGP-GC7L-1DVX	59.39
AMAZON CAPITAL	1KL1-RYD4-9NJC	181.59
AMAZON CAPITAL	1Y9T-FM1Q-XTPV	236.02
AMAZON CAPITAL Total		1,142.18
ARING EQUIPMENT EXCH	297533	1,766.79
ARING EQUIPMENT EXCH	297845	25.43
ARING EQUIPMENT EXCH Total		1,792.22
BUREAU OF CORRECTION	924-000164	8.15
BUREAU OF CORRECTION	924-000154	1,342.78
BUREAU OF CORRECTION Total		1,350.93
FASTENAL COMPANY	WIJOH169309	53.35
FASTENAL COMPANY Total		53.35
INSIGHT FS, INC	B0001621804	2,785.61
INSIGHT FS, INC	B0001621790	2,429.62
INSIGHT FS, INC Total		5,215.23
JEFFERSON UTILITIES	86125-18 9/13/22	4,277.76
JEFFERSON UTILITIES	11380-10 8/31/22	34.57
JEFFERSON UTILITIES	11385-10 8/31/22	34.57
JEFFERSON UTILITIES	11390-10 8/31/22	34.57
JEFFERSON UTILITIES	11400-10 8/31/22	34.57
JEFFERSON UTILITIES	11410-10 8/31/22	34.57
JEFFERSON UTILITIES	11415-10 8/31/22	34.57
JEFFERSON UTILITIES Total		4,485.18
J & L TIRE INC	358208	173.91
J & L TIRE INC	358323	62.87
J & L TIRE INC	357964	2,207.22
J & L TIRE INC	358153	471.97
J & L TIRE INC	358051	143.52
J & L TIRE INC	358164	4,248.15
J & L TIRE INC	358204	3,248.88
J & L TIRE INC Total		10,556.52
KAYSER FORD	718753	1,776.71
KAYSER FORD Total		1,776.71
KONECRANES INC	154724646	1,235.00
KONECRANES INC Total		1,235.00
LAKESIDE INTERNATIONAL	5165211P	107.89
LAKESIDE INTERNATIONAL	5165173P	634.17
LAKESIDE INTERNATIONAL	5164861P	634.17
LAKESIDE INTERNATIONAL	5165156P	215.78
LAKESIDE INTERNATIONAL Total		1,592.01

LAWSON PRODUCTS INC	9309924913	162.00
LAWSON PRODUCTS INC	9309924912	162.00
LAWSON PRODUCTS INC Total		324.00
MCMASTER-CARR SUPPLY	84146253	219.83
MCMASTER-CARR SUPPLY Total		219.83
MICHELS MATERIALS	438504	3,846.84
MICHELS MATERIALS Total		3,846.84
MID-STATE EQUIPMENT	D36655	-114.09
MID-STATE EQUIPMENT	D36654	57.54
MID-STATE EQUIPMENT	D35819	700.94
MID-STATE EQUIPMENT	D36734	206.98
MID-STATE EQUIPMENT	D36629	2,207.46
MID-STATE EQUIPMENT	D36840	1,855.59
MID-STATE EQUIPMENT Total		4,914.42
MONROE TRUCK EQUIPME	5474829	501.59
MONROE TRUCK EQUIPME Total		501.59
NAPA OF JEFFERSON	050987	197.52
NAPA OF JEFFERSON	050545	23.77
NAPA OF JEFFERSON	050482	92.62
NAPA OF JEFFERSON	051033	124.21
NAPA OF JEFFERSON	050463	121.54
NAPA OF JEFFERSON	051517	21.32
NAPA OF JEFFERSON	051534	168.63
NAPA OF JEFFERSON	051496	347.60
NAPA OF JEFFERSON	051109	282.61
NAPA OF JEFFERSON	051381	83.22
NAPA OF JEFFERSON	051389	63.98
NAPA OF JEFFERSON	051426	131.74
NAPA OF JEFFERSON	051301	-197.52
NAPA OF JEFFERSON	051452	54.93
NAPA OF JEFFERSON	050819	12.08
NAPA OF JEFFERSON	050828	-269.42
NAPA OF JEFFERSON	050895	576.06
NAPA OF JEFFERSON Total		1,834.89
OLSEN SAFETY EQUIPME	0400948-IN	146.38
OLSEN SAFETY EQUIPME Total		146.38
OVERHEAD DOOR CO OF	30723	485.00
OVERHEAD DOOR CO OF	30722	375.00
OVERHEAD DOOR CO OF	30732	315.00
OVERHEAD DOOR CO OF Total		1,175.00
PAYNE & DOLAN INC	1826950	101,957.24
PAYNE & DOLAN INC	1828053	4,701.02
PAYNE & DOLAN INC Total		106,658.26
ROLLETTE OIL CO	1915	23,581.75
ROLLETTE OIL CO Total		23,581.75
UNIFIRST CORPORATION	0961262592	216.90
UNIFIRST CORPORATION Total		216.90

WATERTOWN ACE HARDWA	673342/4	25.16
WATERTOWN ACE HARDWA	612757/4	23.80
WATERTOWN ACE HARDWA	673322/4	13.92
WATERTOWN ACE HARDWA	673225/4	43.99
WATERTOWN ACE HARDWA Total		106.87
WE ENERGIES	02203001463 10/4/22	553.45
WE ENERGIES Total		553.45
WI DEPT OF TRANSPORT	395-0000275896	1,631.15
WI DEPT OF TRANSPORT	395-0000275895	1,511.25
WI DEPT OF TRANSPORT Total		3,142.40
GRAINGER	9450958039	101.91
GRAINGER Total		101.91
Grand Total		177,193.82

Name	Invoice	Invoice Amt
MENARDS - JOHNSON CR	39032	107.91
MENARDS - JOHNSON CR	38923	119.27
MENARDS - JOHNSON CR	39003	99.95
MENARDS - JOHNSON CR	38703	35.72
MENARDS - JOHNSON CR Total		362.85
Grand Total		362.85

Name	Invoice	Invoice Amt
ALLIANCE TRAILER	S228995	604.36
ALLIANCE TRAILER	S229131	282.76
ALLIANCE TRAILER Total		887.12
AMAZON CAPITAL	1GC7-VHPH-N9HQ	278.63
AMAZON CAPITAL Total		278.63
ARING EQUIPMENT EXCH	297925	104.74
ARING EQUIPMENT EXCH Total		104.74
BUREAU OF CORRECTION	924-00224	126.55
BUREAU OF CORRECTION	924-000229	107.24
BUREAU OF CORRECTION Total		233.79
COLUMBIA COUNTY	25954	601.60
COLUMBIA COUNTY Total		601.60
DEL CITY	500544778	87.60
DEL CITY Total		87.60
ENERGY SOLUTIONS	118279	29,673.84
ENERGY SOLUTIONS Total		29,673.84
FORT HEALTHCARE BUSI	61972	790.00
FORT HEALTHCARE BUSI Total		790.00
SCHLUTER, HEATH	531447	1,815.00
SCHLUTER, HEATH Total		1,815.00
INSIGHT FS, INC	B0002119738	1,799.65
INSIGHT FS, INC	B0001621853	3,558.51
INSIGHT FS, INC Total		5,358.16
JONAS OFFICE PRODUCT	388029-1	106.14
JONAS OFFICE PRODUCT Total		106.14
KIMBALL MIDWEST INC	100232114	193.79
KIMBALL MIDWEST INC Total		193.79
LAKESIDE INTERNATION	8118400	291.07
LAKESIDE INTERNATION Total		291.07
LAWSON PRODUCTS INC	9309948605	420.12
LAWSON PRODUCTS INC Total		420.12
MID-STATE EQUIPMENT	D37323	189.48
MID-STATE EQUIPMENT	D37324	622.38
MID-STATE EQUIPMENT Total		811.86
MONROE TRUCK EQUIPME	5475886	1,065.07
MONROE TRUCK EQUIPME	5476080	612.96
MONROE TRUCK EQUIPME Total		1,678.03
NAPA OF JEFFERSON	051907	-85.97
NAPA OF JEFFERSON	051884	231.55
NAPA OF JEFFERSON Total		145.58
SHERWIN WILLIAMS	3877-7	131.91
SHERWIN WILLIAMS Total		131.91
UNIFIRST CORPORATION	0961263675	61.80
UNIFIRST CORPORATION Total		61.80
WOLF CONSTRUCTION CO	71724	4,870.80
WOLF CONSTRUCTION CO Total		4,870.80
Grand Total		48,541.58

Name	Invoice	Invoice Amt
CENTURYLINK	476468272-9/23/22	63.98
CENTURYLINK Total		63.98
FAHRNER ASPHALT	8300014077	3,678.50
FAHRNER ASPHALT Total		3,678.50
FLINT HILLS	29821724-0	12,018.11
FLINT HILLS	29838137-0	9,424.27
FLINT HILLS Total		21,442.38
INSIGHT FS, INC	B0001621862	1,420.00
INSIGHT FS, INC Total		1,420.00
NAPA OF JEFFERSON	052055	13.12
NAPA OF JEFFERSON Total		13.12
SCHAEFER SOFT WATER	0004947-10/15/22	56.22
SCHAEFER SOFT WATER	0005026-10/15/22	56.22
SCHAEFER SOFT WATER Total		112.44
WEHRWEIN WAYNE	146936	1,640.00
WEHRWEIN WAYNE	146937	2,952.00
WEHRWEIN WAYNE Total		4,592.00
WE ENERGIES	0702450606-10/19/22	38.31
WE ENERGIES Total		38.31
WI COUNTY HIGHWAY AS	KERN WINTER RD REG.	1,600.00
WI COUNTY HIGHWAY AS Total		1,600.00
Grand Total		32,960.73

Name	Invoice	Invoice Amt
AMAZON CAPITAL	1L7Y-4Y4H-CC1Q	42.99
AMAZON CAPITAL Total		42.99
CASPERS TRUCK EQUIPM	0054297-IN	2,576.22
CASPERS TRUCK EQUIPM Total		2,576.22
DECKER SUPPLY CO INC	921127	2,237.48
DECKER SUPPLY CO INC Total		2,237.48
FORCE AMERICA INC	001-1670843	4,175.99
FORCE AMERICA INC Total		4,175.99
HAUSZ BROS INC	449586	7,013.55
HAUSZ BROS INC Total		7,013.55
SCHLUTER, HEATH	531448	4,867.50
SCHLUTER, HEATH Total		4,867.50
INSIGHT FS, INC	B00001622000	2,417.66
INSIGHT FS, INC Total		2,417.66
JAECKEL BROTHERS INC	28155	1,010.10
JAECKEL BROTHERS INC Total		1,010.10
JONAS OFFICE PRODUCT	388594	59.94
JONAS OFFICE PRODUCT Total		59.94
CITY OF LAKE MILLS L	5672-00 9/13/22	119.24
CITY OF LAKE MILLS L Total		119.24
LAKESIDE INTERNATION	8119029	189.77
LAKESIDE INTERNATION Total		189.77
MEIGS HENRY G LLC	5513299365	3,132.95
MEIGS HENRY G LLC	5513300011	2,935.31
MEIGS HENRY G LLC Total		6,068.26
METAL CULVERTS, INC.	E-31006	7,276.00
METAL CULVERTS, INC.	E-31011	10,700.00
METAL CULVERTS, INC.	E-31008	6,848.00
METAL CULVERTS, INC. Total		24,824.00
OKAUCHEE REDI-MIX	107536	992.50
OKAUCHEE REDI-MIX	107719	1,122.50
OKAUCHEE REDI-MIX	107777	1,032.50
OKAUCHEE REDI-MIX	1007820	1,032.50
OKAUCHEE REDI-MIX	107841	777.00
OKAUCHEE REDI-MIX Total		4,957.00
OLSEN SAFETY EQUIPME	0401536-IN	156.48
OLSEN SAFETY EQUIPME Total		156.48
PAYNE & DOLAN INC	1831626	303,318.83
PAYNE & DOLAN INC	1833980	60,463.10
PAYNE & DOLAN INC Total		363,781.93
PRECISE MRM, LLC	200-1039043	756.00
PRECISE MRM, LLC Total		756.00
ROCKET INDUSTRIAL	IN00382804	480.99
ROCKET INDUSTRIAL Total		480.99
UNIFIRST CORPORATION	0961265811	64.91
UNIFIRST CORPORATION	0961264728	106.75

UNIFIRST CORPORATION Total		171.66
WEHRWEIN WAYNE	146917	1,640.00
WEHRWEIN WAYNE	146918	2,296.00
WEHRWEIN WAYNE	146919	1,640.00
WEHRWEIN WAYNE	146920	2,296.00
WEHRWEIN WAYNE	146901	1,640.00
WEHRWEIN WAYNE	146903	1,640.00
WEHRWEIN WAYNE Total		11,152.00
WE ENERGIES	0700193938 10/25/22	51.97
WE ENERGIES	0700193938- 10/25/22	126.64
WE ENERGIES	0713783960-10/26/22	126.64
WE ENERGIES	0713783960 10/26/22	91.40
WE ENERGIES Total		396.65
WESTERN CULVERT AND	067047	13,008.16
WESTERN CULVERT AND Total		13,008.16
Grand Total		450,463.57

Vendor	Name	Invoice	Invoice Amt
24510	MENARDS - JOHNSON CR	40450	109.44
24510	MENARDS - JOHNSON CR	39841	46.82
24510	MENARDS - JOHNSON CR	39825	273.10
24510	MENARDS - JOHNSON CR	39432	73.09
24510 Total			502.45
Grand Total			502.45

Name	Invoice	Invoice Amt
HROBSKY, DALE J	HROBSKY_SAFETYBOOTS_	150.00
HROBSKY, DALE J Total		150.00
COONEN, ERIK R	COONEN_TRAINING	525.12
COONEN, ERIK R	COONEN_SAFETYBOOT22	150.00
COONEN, ERIK R Total		675.12
BORTH, JACOB B	BORTH_CHEMS TRAINING	23.76
BORTH, JACOB B Total		23.76
KRAUSE, JAMES I	KRAUSE_SAFETYBOOT22	150.00
KRAUSE, JAMES I Total		150.00
HUEBNER, KATHLEEN	HUEBNER_CHEMS	22.66
HUEBNER, KATHLEEN Total		22.66
Grand Total		1,021.54

Charge Date	Amount	Charge Description
10/03/2022	165.00	ASCE 2022 MEETING REGISTRATION_BRIAN U

Charge Date	Vendor	Amount	Charge Description
09/08/2022	14015	105.02	JBCXX00-PROCOMM CB ANTENNA
14015 Total		105.02	
09/08/2022	21226	284.84	SEYMOUR PINK FLOURESCENT MARKING PAINT
09/26/2022	21226	284.57	SAYMOUR PINK FLLUORESCENT MARKING PAINT
21226 Total		569.41	
09/09/2022	44153	256.20	MILWAUKEE M18 FUEL MID-TORQUE IMPACT WRENCH
09/14/2022	44153	302.69	BLUDEF FLOW METER ASSEMBLY
44153 Total		558.89	
Grand Total		1,233.32	