



TWENTY-SECOND REGULAR COMMON COUNCIL MEETING AGENDA

February 21, 2022 at 6:00 PM

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,
Sheboygan, WI**

"Don't find fault, find a remedy." Henry Ford

**This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:
www.wscssheboygan.com/vod.**

Notice of the 22nd Regular Meeting of the 2021-2022 Common Council at 6:00 PM, MONDAY, February 21, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Roll Call

Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton may attend meeting remotely

2. Pledge of Allegiance

3. Approval of Minutes

Twenty-First Regular Council Meeting held on February 7, 2022

4. Mayoral Appointment

Karen Kober to the Senior Activity Center Commission

5. Confirmation of Mayoral Appointments

Salaseni (Sala) Sander to Zoning Board of Appeals

6. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

8. Presentation

Tax Incremental Financing (TIF) 101 by Chad Pelishek, Director of Planning and Development and Phil Cossen, Senior Vice President, Ehlers

9. Presentation

2022 Operations Update by City Administrator Todd Wolf

CONSENT

10. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

- 11.** R. C. No. 211-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 23-21-22 by City Clerk submitting a notice of claim from Randy Roth for alleged damages to his skid steer glass door when a stone hit it from a City worker's lawnmower; recommends filing the notice of claim.
- 12.** R. C. No. 225-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 37-21-22 by City Clerk submitting various license applications; recommends filing the document.
- 13.** R. C. No. 210-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 123-21-22 by Finance Director reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 6880, in the amount of \$4,611.23, billed to Brian Dehne, regarding damage to a street light/sign located at the corner of 8th Street and Erie Avenue on April 4, 2018, has been settled with a payment to the City of Sheboygan in the amount of \$4,000.00; recommending filing the claim.
- 14.** R. C. No. 224-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 124-21-22 by City Clerk submitting various license applications; recommends granting the licenses with corrected license application details.
- 15.** R. C. No. 212-21-22 by Finance and Personnel Committee to whom was referred Res. No. 127-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 11 located adjacent to and immediately east of 513 North 8th Street to James T. Passmore; recommends adopting the Resolution.
- 16.** R. C. No. 219-21-22 by Public Works Committee to whom was referred Res. No. 128-21-22 pursuant to Sheboygan Municipal Code §74-63(3) to permit the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire; recommends adopting the Resolution.
- 17.** R. C. No. 213-21-22 by Finance and Personnel Committee to whom was referred Res. No. 130-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with CORTA Sheboygan, LLC and NS Retail Holdings, LLC; recommends adopting the Resolution.
- 18.** R. C. No. 220-21-22 by Public Works Committee to whom was referred Res. No. 132-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court; recommends adopting the Resolution.
- 19.** R. C. No. 221-21-22 by Public Works Committee to whom was referred Res. No. 133-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute an agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees; recommends adopting the Resolution.
- 20.** R. C. No. 222-21-22 by Public Works Committee to whom was referred Res. No. 135-21-22 by Alderpersons Dekker and Perrella authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor; recommends adopting the Resolution.
- 21.** R. C. No. 223-21-22 by Public Works Committee to whom was referred Res. No. 136-21-22 by Alderpersons Dekker and Perrella authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.; recommends adopting the Resolution.

- 22.** R. C. No. 215-21-22 by Finance and Personnel Committee to whom was referred Res. No. 138-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to General Obligation Promissory Notes; recommends adopting the Resolution.
- 23.** R. C. No. 226-21-22 by Licensing, Hearings, and Public Safety Committee who met on February 16, 2022 and voted to recommend that the Common Council grant Alc. Bev. Lic. No. 3515-Dog House (Scott A. Wachowski, Agent) an extension until April 18, 2022 to open for business.

REPORT OF OFFICERS

- 24.** R. O. No. 126-21-22 by Director of Planning and Development submitting a communication providing additional information related to the purchase of Jakum Hall at 2601 N. 15th Street by the City of Sheboygan. RECEIVE AND FILE THE DOCUMENT
- 25.** R. O. No. 129-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 38-21-22 by Alderperson Savaglio annexing territory from the Town of Sheboygan to the City of Sheboygan, Wisconsin; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 15, 2022, and after due consideration, recommends receiving the R. O. and adopting the Ordinance. RECEIVE THE R. O. AND ADOPT THE ORDINANCE
- 26.** R. O. No. 127-21-22 by Director of Planning and Development submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2022. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 27.** R. O. No. 128-21-22 by City Clerk submitting a communication from Harbor Cafe, LLC requesting an encroachment on a portion of 340/342 South Pier Drive to build an outdoor seating deck. REFER TO CITY PLAN COMMISSION

RESOLUTIONS

- 28.** Res. No. 143-21-22 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a listing contract with NEI Pfefferle to provide real estate services for City of Sheboygan industrial property within the SouthPointe Enterprise Campus and the Sheboygan Business Center. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 29.** Res. No. 141-21-22 by Alderpersons Felde and Filicky-Peneski ratifying retaining outside legal counsel on behalf of the Municipal Court Judge related to a matter before the Wisconsin Judicial Commission. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 30.** Res. No. 140-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union regarding the 2022 Memorial Day parade. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 31.** Res. No. 142-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the transfer of funds to repay advances made in 2017 to the Redevelopment Authority from the General Fund and the Capital Projects Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

- 32.** R. C. No. 206-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 117-21-22 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code,

submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing October 1, 2021 and ending December 31, 2021; recommends filing the report. (amended report attached)

- [33.](#) R. C. No. 217-21-22 by Finance and Personnel Committee to whom was referred Res. No. 131-21-22 by Alderpersons Mitchell and Filicky-Peneski providing for the sale of approximately \$2,215,000 General Obligation Promissory Notes, Series 2022A; recommends adopting the Resolution.
- [34.](#) R. C. No. 216-21-22 by Finance and Personnel Committee to whom was referred Res. No. 134-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget transfer and appropriation in the 2022 budget to complete an interfund transfer between the Tax Incremental District 6 Debt Fund and the Redevelopment Authority Fund; recommends adopting the Resolution.
- [35.](#) R. C. No. 218-21-22 by Finance and Personnel Committee to whom was referred Res. No. 137-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the purchase of 5509 Moenning and vacant land located East of Moenning Road for future use by the City; recommends adopting the Resolution with amendment to include Parcel 59030-454922 to the listing of documents.
- [36.](#) R. C. No. 214-21-22 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 139-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Administrator to execute a Master Service Agreement and Statement of Work with Language Line Services, Inc. for on-demand translation services; recommends adopting the Resolution.

GENERAL ORDINANCES

- [37.](#) Gen. Ord. No. 39-21-22 by Alderperson Perrella granting Harbor Cafe, LLC, its successors and assigns, the privilege of encroaching upon described portions of 340/342 South Pier Drive in the City of Sheboygan for the purpose of adding an outside seating deck. REFER TO CITY PLAN COMMISSION
- [38.](#) Gen. Ord. No. 40-21-22 by Alderpersons Felde and Ackley amending Sections 26-1007 and 122-14 of the Sheboygan Municipal Code regarding private well abandonment. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

CHARTER ORDINANCES

- [39.](#) Charter Ord. No. 2-21-22 by Alderpersons Felde and Filicky-Peneski (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to authorize the City Administrator to make certain temporary appointments when there are vacancies in department head level appointive offices where specific provisions for filling said vacancies is not otherwise provided by state law. REFER TO FINANCE AND PERSONNEL COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW

- [40.](#) R. O. No. 130-21-22 by City Clerk submitting a license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

ADJOURN MEETING

- 41.** Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

CITY OF SHEBOYGAN

TWENTY-FIRST REGULAR COMMON COUNCIL MEETING
MINUTES

Monday, February 07, 2022

OPENING OF MEETING

1. Roll Call

Alderspersons present: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell – 8.

Alderperson excused: Felde – 1.

Alderperson unexcused: Salazar – 1.

2. Pledge of Allegiance

Boy Scout Pack #3859 of St. Dominic

3. Approval of Minutes

MOTION TO APPROVE MINUTES FROM JANUARY 17, 2022

Motion made by Filicky-Peneski, Seconded by Mitchell.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

4. Mayoral Appointment

Salaseni (Sala) Sander to the Zoning Board of Appeals – Lays over.

5. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

7. Presentation

State of the City by Mayor Ryan Sorenson

HEARINGS

8. Hearing No. 11-21-22 pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located on Erie Avenue (Parcel #59281204550 and Parcel #59281204560) from Class Employment to Class Multi-family Residential.

No one spoke.

MOTION TO CLOSE HEARING

Motion made by Filicky-Peneski, Seconded by Savaglio.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

9. Hearing No. 12-21-22 pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Land Use Classification of property located on Erie Avenue (Parcel #59281204550 and Parcel #59281204560) from Class Urban Industrial (UI) to Class Urban Residential (UR-12).

Chad Pelishek spoke.

MOTION TO CLOSE HEARING

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

CONSENT**10. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

11. R. O. No. 125-21-22 by Board of License Examiners submitting an application for a Building Contractor License already granted.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

12. R. C. No. 206-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 117-21-22 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing October 1, 2021 and ending December 31, 2021; recommends filing the report.

MOTION TO HOLD UNTIL THE FEBRUARY 21, 2022 COUNCIL MEETING

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

13. R. C. No. 207-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 118-21-22 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing October 1, 2021 and ending December 31, 2021; recommends filing the report.

MOTION TO RECEIVE THE R. C. AND FILE THE REPORT

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

14. R. C. No. 209-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 120-21-22 by City Clerk submitting various license applications; recommends granting the applications.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

15. R. C. No. 208-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 125-21-22 by Alderpersons Felde and Ackley authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

16. R. C. No. 205-21-22 by Public Works Committee to whom was referred Gen. Ord. No. 37-21-22 by Alderpersons Dekker and Perrella changing the speed limit on South 12th Street south of Carmen Avenue from 35 MPH to 25 MPH; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

REPORT OF OFFICERS

17. R. O. No. 121-21-22 by City Clerk submitting a claim for excessive assessment from Reinhart Attorneys at Law regarding Tax Parcel No. 59281505650 (Bader State Lofts LP). REFER TO FINANCE AND PERSONNEL COMMITTEE
18. R. O. No. 122-21-22 by City Clerk submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC). REFER TO FINANCE AND PERSONNEL COMMITTEE
19. R. O. No. 123-21-22 by Finance Director reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 6880, in the amount of \$4,611.23, billed to Brian Dehne, regarding damage to a street light/sign located at the corner of 8th Street and Erie Avenue on April 4, 2018, has been settled with a payment to the City of Sheboygan in the amount of \$4,000.00. REFER TO FINANCE AND PERSONNEL COMMITTEE

20. R. O. No. 124-21-22 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Item 3.

RESOLUTIONS

21. Res. No. 126-21-22 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to execute a conflict waiver letter prepared by von Briesen & Roper, s.c. regarding representation of the City of Sheboygan and Rogers Behavioral Health.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

22. Res. No. 129-21-22 by Alderpersons Dekker and Mitchell authorizing the Mayor to execute the 2022 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

23. Res. No. 127-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 11 located adjacent to and immediately east of 513 North 8th Street to James T. Passmore. REFER TO FINANCE AND PERSONNEL COMMITTEE
24. Res. No. 130-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with CORTA Sheboygan, LLC and NS Retail Holdings, LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE
25. Res. No. 131-21-22 by Alderpersons Mitchell and Filicky-Peneski providing for the sale of approximately \$2,215,000 General Obligation Promissory Notes, Series 2022A. REFER TO FINANCE AND PERSONNEL COMMITTEE
26. Res. No. 134-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget transfer and appropriation in the 2022 budget to complete an interfund transfer between the Tax Incremental District 6 Debt Fund and the Redevelopment Authority Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE
27. Res. No. 128-21-22 by Alderperson Perrella pursuant to Sheboygan Municipal Code §74-63(3) to permit the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire. REFER TO PUBLIC WORKS COMMITTEE
28. Res. No. 132-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court. REFER TO PUBLIC WORKS COMMITTEE

29. Res. No. 133-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute an agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees. REFER TO PUBLIC WORKS COMMITTEE
30. Res. No. 135-21-22 by Alderpersons Dekker and Perrella authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor. REFER TO PUBLIC WORKS COMMITTEE
31. Res. No. 136-21-22 by Alderpersons Dekker and Perrella authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr. REFER TO PUBLIC WORKS COMMITTEE
32. Res. No. 137-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the purchase of 5509 Moenning and vacant land located East of Moenning Road for future use by the City. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

33. R. C. No. 204-21-22 by Finance and Personnel Committee to whom was referred Charter Ordinance No. 1-21-22 by Alderpersons Felde and Filicky-Peneski (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to establish the office of Director of Senior Services as a position at the department head level to permit the City Administrator to make interim appointments to fill vacancies in all department head level appointive offices where specific provisions for filling said vacancies is not otherwise provided by state law; recommends adopting the Charter Ordinance as amended.

MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE CHARTER ORDINANCE

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski, Mitchell - 8.

GENERAL ORDINANCES

34. G. O. No. 38-21-22 by Alderperson Savaglio annexing territory from the Town of Sheboygan to the City of Sheboygan, Wisconsin. REFER TO CITY PLAN COMMISSION

MATTERS LAID OVER

35. R. O. No. 115-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 33-21-22 by Alderperson Perrella amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located on Erie Avenue - Parcel #59281204550 and Parcel #59281204560 from Employment to Multi-Family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 11, 2022, and after due consideration, recommends receiving the R. O. and adopting the Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski,
Mitchell - 8.

36. R. O. No. 116-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 34-21-22 by Alderperson Perrella and R. O. No. 111-21-22 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located on Erie Avenue – Parcel #59281204550 and Parcel #59281204560 from Class Urban Industrial (UI) to Urban Residential (UR-12) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 11, 2022, and after due consideration, recommends filing the R. O. and adopting the Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski,
Mitchell - 8.

OTHER MATTERS AUTHORIZED BY LAW

37. Res. No. 138-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to General Obligation Promissory Notes. REFER TO FINANCE AND PERSONNEL COMMITTEE

ADJOURN MEETING

38. Motion to Adjourn

MOTION TO ADJOURN AT 6:32 PM

Motion made by Filicky-Peneski, Seconded by Dekker.

Voting Yea: Walton, Ackley, Dekker, Perrella, Laster, Savaglio, Filicky-Peneski,
Mitchell - 8.



February 15, 2022

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

SENIOR ACTIVITY CENTER COMMISSION

NAME	TERM START	EXPIRES
Karen Kober	04/20/2021	04/15/2024

RYAN SORENSON, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov



February 3, 2022

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

ZONING BOARD OF APPEALS

NAME	TERM START	EXPIRES
Salaseni (Sala) Sander	04/16/2019	04/18/2022

RYAN SORENSON, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

VI

Item 11.

R. C. No. 211 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
February 21, 2022.

Your Committee to whom was referred R. O. No. 23-21-22 by City Clerk submitting a notice of claim from Randy Roth for alleged damages to his skid steer glass door when a stone hit it from a City worker's lawnmower; recommending filing the notice of claim.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 23 - 21 - 22. By CITY CLERK. June 7, 2021.

Submitting a notice of claim from Randy Roth for alleged damages to his skid steer glass door when a stone hit it from a City worker's lawnmower.

CITY CLERK

DATE RECEIVED

MAY 28 2021

RECEIVED BY

JW

Item 11.

CLAIM NO.

4-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: RANDY ROTH R2R RENTAL LLC
2. Home address of Claimant: 6626 PARADISE LANE SHEB. FALLS WI.
3. Home phone number: 920 946-4173
4. Business address and phone number of Claimant: SAME
5. When did damage or injury occur? (date, time of day) 5-19-21 9:00 AM
6. Where did damage or injury occur? (give full description) DOOR OF SKIDSTEER
WAS BROKEN FROM A STONE THAT SHATTERED THE GLASS
STONE CAME FROM CITY LAWN MOWER
7. How did damage or injury occur? (give full description) STONE SHATTERED
GLASS DOOR ON SKIDSTEER
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: STONE CAME FROM
CITY WORKER'S LAWN MOWER AND SHATTERED SKID STEER
DOOR
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

DATE RECEIVED MAY 28 2021

RECEIVED BY JW

Item 11.

CLAIM NO. 4-21

CLAIM

Claimant's Name: _____	Auto	\$ _____
Claimant's Address: _____	Property	\$ _____
_____	Personal Injury	\$ _____
Claimant's Phone No. _____	Other (Specify below)	\$ _____
	TOTAL	\$ _____

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ UNKNOWN.

SIGNED

Ray Reed

DATE:

5-25-21

ADDRESS:

6626 PARADISE LANE SHEB. FALLS WI
53085

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

R. C. No. 225 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 21, 2022.

Your Committee to whom was referred R. O. No. 37-21-22 by City Clerk submitting various license applications; recommends filing the document in regards to the last license on the R. O. not acted upon:

PERMANENT CHANGE OF PREMISE

No. Name

Address

3444 SS Northstar

3004 N. 8th Street - to include entire building less basement include outdoor deck and north side of building and lawn and patio, outlined by bushes and rock wall.

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 37 - 21 - 22. By CITY CLERK. July 6, 2021.

Submitting various license applications for the period ending June 30, 2022.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2921	The Walkabout	2401 Calumet Drive - September 3-6, 2021 to include current premise plus west and North of building on grassy area to northwest side and west side spanning to the edge of property and area between the building and including the interior garage.
2921	The Walkabout	2401 Calumet Drive - August 21, 2021 to include current premise plus West and North of building on grassy area to northwest side and west side spanning to the edge of property and area between the building and including the interior garage.

PERMANENT CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3444	SS Northstar	3004 N. 8 th Street - to include entire building less basement include outdoor deck and north side of building and lawn and patio, outlined by bushes and rock wall.

*OK/PS
7-14-21 HBL #3444
for conditional use
app
grant # 3496 as
'fermented malt'
not 'lignin'*

CLASS "A" LIQUOR LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3496	Goodside Grocery Co-op (Goodside Grocery)	1131 N. 8 th Street

VI

R. C. No. 210 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
February 21, 2022.

Your Committee to whom was referred R. O. No. 123-21-22 by Finance Director reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 6880, in the amount of \$4,611.23, billed to Brian Dehne, regarding damage to a street light/sign located at the corner of 8th Street and Erie Avenue on April 4, 2018, has been settled with a payment to the City of Sheboygan in the amount of \$4,000.00; recommending filing the claim.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



FIP



City of Sheboygan
828 Center Ave, Suite 110
Sheboygan, WI 53081

PHONE
(920) 459-3371
FAX
(920) 459-3967

WEBSITE
www.sheboyganwi.gov

IN Item 13.
Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE		
DEHNE, BRIAN J.	11/02/2018	6880	\$0.00	12/02/2018	\$4,611.23		
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
WORK ORDER 95868 SALARIES	1	\$510.00	EACH	\$510.00	\$0.00	\$0.00	\$510.00
EQUIPMENT RENTAL	1	\$340.00	EACH	\$340.00	\$0.00	\$0.00	\$340.00
MATERIALS STREET LIGHT/SIGN DAMAGED 8TH & ERIE 4/4/18	1	\$3,761.23	EACH	\$3,761.23	\$0.00	\$0.00	\$3,761.23
				Invoice Total:	\$4,611.23		

PAYMENTS MADE IN PERSON MAY BE DONE AT 1211 N 23RD ST

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂

Promptly Send Payment To:



City of Sheboygan
828 Center Ave, Suite 110
Sheboygan, WI 53081
(920) 459-3371 Fax (920) 459-3967

40109
DEHNE, BRIAN J.
808 N WISCONSIN DR
HOWARDS GROVE, WI 53083-1039

INVOICE

Remit Portion

Invoice Date	11/02/2018
Invoice Number	6880
Customer Number	40109
Amount Paid	\$0.00
Due Date	12/02/2018
Invoice Total Due	\$4,611.23

Please put Invoice Number on your check.
Make Checks Payable to: City of Sheboygan

R. C. No. 224 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 21, 2022.

Your Committee to whom was referred pursuant to R. O. No. 124-21-22 by City Clerk submitting various license applications; recommends granting the licenses with corrected license application details:

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3526	Fast Fill Inc. (Fast Fill)	1508 S. 8 th Street
3520	Kwik Trip, Inc. (Kwik Trip 1138)	1526 Broadway Avenue
3522	Speedup 7, LLC (Speedup 7)	1006 Geele Avenue
3523	Speedup 9, LLC (Speedup 9)	1230 Taylor Drive
3525	Speedup 11, LLC (Speedup 11)	1211 Weeden Creek Road

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 212 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
February 21, 2022.

Your Committee to whom was referred Res. No. 127-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 11 located adjacent to and immediately east of 513 North 8th Street to James T. Passmore; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 127 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 7, 2022.

A RESOLUTION authorizing the sale of City Parking Lot No. 11 located adjacent to and immediately east of 513 North 8th Street to James T. Passmore.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and James T. Passmore, and authorizes City staff to make any modifications to the Offer to Purchase that may be appropriate, thereby authorizing the sale of the property.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to sell the property.

[Handwritten signature: R. Filicky-Peneski]

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-13 VACANT LAND OFFER TO PURCHASE

Page 1 of 5

1/21/22 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) STRIKE TWO

58 _____

59 A "condition affecting the Property or transaction" is defined as follows:

[page 2 of 5]

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
- 61 or the present use of the Property;
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
- 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
- 68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
- 69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
- 73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
- 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
- 75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 78 (n) subsurface conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited
- 79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
- 80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 81 (o) a lack of legal vehicular access to the Property from public roads;
- 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
- 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
- 84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,

86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other

87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**

88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than the

90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning

91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should

92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special

93 assessments, charges for installation of roads or utilities, environmental audits, subsurface tests, or other development related fees may need

94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies

95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in

96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed

97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections

99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection

100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original

101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation

102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,

103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory

106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or

107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose

108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of

109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests

110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall

112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for

113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or

115 occupancy of Property in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior

116 to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair

117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall

118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this

119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards

120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a

121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 ■ **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal

123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**

124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated

126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered

127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt

128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving

129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

130 The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36).

131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies

132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 **PROPERTY ADDRESS:** Lot 11 located East of 513 N. 8th St., Sheboygan, WI [page 3 of 5, VVB-T3]
 134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: ~~(1) Year XXXXX (2) XXXXX (3) XXXXX (4)~~

135 ~~date of closing (5) XXXXX (6) XXXXX (7) XXXXX (8) XXXXX (9) XXXXX (10) XXXXX (11) XXXXX (12) XXXXX~~
 136 ~~and all other dates and deadlines in this Offer except: None.~~ If "Time is of the Essence"

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

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
 141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
 142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
 143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
 144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
 145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
 147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____

149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
 150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
 151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.

152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
 153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
 154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
 155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
 156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
 157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

159 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall
 160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
 161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted
 162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
 164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
 165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
 166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall
 167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**
 168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
 169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
 171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
 173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
 174 of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
 175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this
 176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
 177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness
 178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES:**

180 _____

181 _____

182 _____

183 _____

184 _____

185 _____

186 _____

187 _____

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

189 **TITLE EVIDENCE**

190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
 191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
 192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 193 restrictions and covenants, general taxes levied in the year of closing ~~XXX~~

194 _____

195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title

196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**
200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**
207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
212 not extinguish Seller's obligations to give merchantable title to Buyer.
213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).
219 **ENTIRE CONTRACT:** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
221 the Parties to this Offer and their successors in interest.
222 **DEFAULT:**
223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
225 other legal remedies.
226 If Buyer defaults, Seller may:
227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
228 (2) terminate the Offer and have the option to (a) request the earnest money as liquidated damages; or (b) direct Broker to return
229 the earnest money and have the option to sue for actual damages.
230 If Seller defaults, Buyer may:
231 (1) sue for specific performance; or
232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
233 In addition, the Parties may seek any other remedies available in law or equity.
234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
237 covered by the arbitration agreement.
238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**
240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**
241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**
242 **EARNEST MONEY:**
243 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.
245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**
247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § 18.09(1)(b) provides that an offer
251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.
257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: Lot 11, located East of 513 N. 8th St., Sheboygan, WI

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF

270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 ☐ PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____ This Offer is contingent upon Buyer obtaining the following:

272 ☐ Written evidence at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil

273 condition which would make the proposed development impossible or significantly increase the costs of such development.

274 ☐ Written evidence at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that

275 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private

276 septic system for: _____ [insert proposed use of Property; e.g., three

277 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved

278 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting

279 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

280 ☐ Copies at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the

281 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase

282 the costs of the proposed use or development identified at lines 271 to 272.

283 ☐ Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance

284 of such permits, approvals and licenses at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed

285 development: _____

286 ☐ Written evidence at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,

287 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer _____

288 _____; water _____; telephone _____; other _____

289 This proposed use contingency shall be deemed satisfied unless Buyer will, within _____ days of acceptance delivers

290 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each

291 specific item included in Buyer's notice cannot be satisfied.

292 ☐ MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining)(Seller providing) ~~STRIKE ONE~~ a map of the Property prepared

293 by a registered land surveyor, within _____ days of acceptance, at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal

294 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,

295 if any, and: _____

296 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features

297 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying

298 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**

299 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially

300 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier

301 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy

302 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

303 ☐ INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at

304 Buyer's expense, of the Property and _____

305 which discloses no defects as defined below. This contingency shall be deemed satisfied

306 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's

307 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and

308 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**

309 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to

310 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect

311 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the

312 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include

313 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

314 This Offer was drafted on 1/21/22 [date] by [Licensee and Firm] Attorney Thomas W. Heinrich

315 (X) James T. Passmore Social Security No. or FEIN _____ Date 01/21/22

316 Buyer's Signature ▲ Print Name Here: James T. Passmore

317 (X) _____ Social Security No. or FEIN _____ Date _____

318 Buyer's Signature ▲ Print Name Here: _____

319 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

320 _____ Broker (By) _____

321 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND

322 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH

323 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

324 (X) _____ Social Security No. or FEIN _____ Date _____

325 Seller's Signature ▲ Print Name Here: _____

326 (X) _____ Social Security No. or FEIN _____ Date _____

327 Seller's Signature ▲ Print Name Here: _____

328 This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.

329 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____

330 Seller Initials _____ Date _____ Seller Initials _____ Date _____

331 _____

R. C. No. 219 - 21 - 22. By PUBLIC WORKS COMMITTEE. February 21, 2022.

Your Committee to whom was referred Res. No. 128-21-22 by Alderperson Perrella pursuant to Sheboygan Municipal Code § 74-63(3) to permit the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire; recommends adopting the Resolution.

 _____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 128 - 21 - 22. By Alderperson Perrella. February 7, 2022.

A RESOLUTION pursuant to Sheboygan Municipal Code § 74-63(3) to permit the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire.

RESOLVED: That, pursuant to Sheboygan Municipal Code § 74-63(3), the Common Council of the City of Sheboygan permits the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire.

BE IT FURTHER RESOLVED: That, for the avoidance of doubt, all other regulations on fires and open burning in the City of Sheboygan - including those in Sheboygan Municipal Code § 50-182 - shall continue to apply to the Winterfest Event.

PD

Grady Perrella

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

VIII

R. C. No. 213 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
February 21, 2022.

Your Committee to whom was referred Res. No. 130-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with CORTA Sheboygan, LLC and NS Retail Holdings, LLC; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

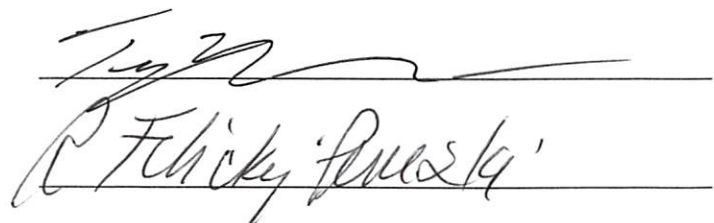
III

Res. No. 130 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 7, 2022.

A RESOLUTION authorizing entering into a Development Agreement with
CORTA Sheboygan, LLC and NS Retail Holdings, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute
the Development Agreement Between CORTA Sheboygan, LLC, NS Retail Holdings,
LLC, and the City of Sheboygan regarding property located at 518 S. Taylor
Drive, a copy of which is attached hereto and incorporated herein.

FAP


R. Filicky-Peneski

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the
Common Council of the City of Sheboygan, Wisconsin, on the _____ day of
_____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**DEVELOPMENT AGREEMENT
BETWEEN
CORTA SHEBOYGAN, LLC
NS RETAIL HOLDINGS, LLC
AND
CITY OF SHEBOYGAN**

THIS AGREEMENT made as of the ____ day of _____, 2022 (the "Agreement"), by and between CORTA Sheboygan, LLC, a Florida limited liability company, with its principal offices located at 16232 SW 92 Ave., Miami FL 33157, and a registered agent in Wisconsin located at 301 S. Bedford St., Suite 1, Madison WI 53703, (hereinafter "Developer"), NS Retail Holdings, LLC, a Delaware limited liability company, with its principal offices located at 5910 N. Central Expressway, Suite 1600, Dallas TX, 75206, and a Registered Agent in Wisconsin, Registered Agent Solutions, Inc., 901 S. Whitney Way, Madison WI 53711 (hereinafter "NS Retail"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

RECITALS

WHEREAS, Developer is in the business of providing real estate site selection and development services; and

WHEREAS, NS Retail owns certain property located at 518 S. Taylor Drive in Sheboygan, Sheboygan County, Wisconsin, (the "Property"); said property includes land and a building that previously housed a ShopKo department store; and

WHEREAS, NS Retail has entered into an agreement with Developer to redevelop the property into a two-tenant retail box with two national retailers not currently in the Sheboygan market, and to construct an additional building on an outlot that is part of the land and will be owned by Developer in order to develop a nationally branded food or service use (referred herein collectively as the "Project"); and

WHEREAS, The City believes that the retail development project on the Property is in the vital and best interests of the City and the health, safety and welfare of its residents, in part because of the increase in the City's tax base resulting from the Project; and

WHEREAS, It is in the mutual interest of all parties to proceed with the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the NS Retail through a Development Incentive Payment in order to bring about the development of the Project by the Developer.

AGREEMENT

**ARTICLE I.
DEFINITIONS**

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

“Development Incentive Payment” means a lump sum payment in the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) paid by the City to NS Retail pursuant to the terms in Section 201, below.

“Tax Incremental Value” means the assessed value of the Property as of January 1, 2023, less the assessed value of the Property as of January 1, 2022.

ARTICLE II. DEVELOPMENT INCENTIVE PAYMENT PROVISIONS

Section 201. *Incentive Payment.* The City agrees to make a Development Incentive Payment (defined below) as an inducement for the development of the Project. Said payment is conditioned on the completion of the project with a Tax Incremental Value of Four Million Six Hundred Thousand Dollars (\$4,600,000), of which no less than Three Million Four Hundred Thousand Dollars (\$3,400,000) of the increment shall be realized as a result of the renovation of the former ShopKo store and no less than One Million Two Hundred Thousand Dollars (\$1,200,000) realized as a result of the development of the outlot. Provided Developer has complied with the terms of the Agreement and provided reasonable evidence to the City of the same (“Increment Requirements”), the City agrees to pay the Development Incentive Payment to NS Retail. The Development Incentive Payment shall be paid by June 30, 2022. If Developer fails to provide satisfactory evidence that the Increment Requirements have been met, no payment shall occur.

Section 202. *Refund of Incentive Payment.* The Parties recognize that the City does not have the authority on its own to determine the Tax Increment Value, and that an assessed value of the Project will not be determined until after the Development Incentive Payment is made. As such the NS Retail agrees that should the Increment Requirements not be met relative to the assessed value of the Property and its constituent parcels as of January 1, 2023, it shall refund the Development Incentive Payment by January 31, 2023.

Section 203. *Purpose.* The Development Incentive Payment made under this Agreement is provided by the City as part of a negotiated, lawful contract with Developer and NS Retail in exchange for consideration, including requirements to develop the Property in a manner that inures to the benefit of the general public. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 301. *Representations and Warranties of the Developer.* The Developer makes the following representations and warranties which the City may rely upon in entering into this agreement.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Florida, registered as a foreign LLC in Wisconsin, with a registered agent on file with the Wisconsin Department of Financial Institutions.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the

matters contemplated hereby. This Agreement has been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms.

(C) The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws.

Section 302. Representations and Warranties of NS Retail Holdings. NS Retail Holdings makes the following representations and warranties which the City may rely upon in entering into agreement.

(A) NS Retail Holdings is a duly organized and existing limited liability company in current status under the laws of the State of Delaware, registered as a foreign LLC in Wisconsin, with a registered agent on file with the Wisconsin Department of Financial Institutions.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by NS Retail Holdings, and no other or further acts or proceedings of NS Retail Holdings are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by NS Retail Holdings and constitute the legal, valid and binding agreement and obligation of NS Retail Holdings, enforceable against it in accordance with their respective terms.

(C) NS Retail Holdings is the current owner of the Property.

(D) The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. NS Retail Holdings, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under current Property Tax Laws.

ARTICLE IV. INDEMNIFICATION OF THE CITY

Section 401. Indemnified Parties. For purposes of this Agreement, the Indemnified Parties are: the City and its governing body members, officers, agents—including independent contractors, consultants, and legal counsel—servants and employees.

Section 402. Indemnification. Except for any willful misrepresentation, any willful misconduct, or negligent acts of the Indemnified Parties, the Developer and NS Retail Holdings will protect and defend the Indemnified Parties for actual damages from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer and/or NS Holdings (or other persons acting on their behalf or under its direction or control or as their principal) under this Agreement. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed

to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V. MISCELLANEOUS

Section 501. *Conflict of Interests; City Representatives Not Individually Liable.* No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the parties to this agreement or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer, NS Retail Holdings, or a successor or on any obligations under the terms of this Agreement.

Section 502. *Titles of Articles and Sections.* Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 503. *Successors and Assigns.* This Agreement shall be binding upon the respective successors and assigns of the parties.

Section 504. *Notices and Demands.* A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at 16232 SW 92 Ave., Miami FL 33157; and
- (b) in the case of NS Retail Holdings, is addressed to or delivered personally to NS Retail Holdings at 5910 N Central Expressway, Suite 1600, Dallas, TX 75206; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

Section 505. *Governing Law.* This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 506. *Drafting.* Each of the Parties hereto acknowledges that each Party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against any Party hereto because one is deemed to be the author thereof.

Section 507. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

Section 508. Recording. This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of NS Retail Holdings.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, and NS Retail Holdings has caused this Agreement to be duly executed in its name and behalf by its members on or as of the day first above written.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN

CORTA SHEBOYGAN, LLC

BY: _____
Ryan Sorenson, Mayor

BY: _____
Cory Presnick

ATTEST: _____
Meredith DeBruin, City Clerk

NS RETAIL HOLDINGS, LLC

BY: _____
Kirk Klatt

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this ____ day of _____, 2021, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____

STATE OF FLORIDA)
) ss
 _____ COUNTY)

Personally came before me this ____ day of _____, 2021, the above named Cory Presnick, _____ of CORTA Sheboygan, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Florida
My commission expires _____

STATE OF TEXAS)
) ss
 _____ COUNTY)

Personally came before me this ____ day of _____, 2021, the above named Kirk Klatt, _____ of NS RETAIL HOLDINGS, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Texas
My commission expires _____

Authorized pursuant to Res. No. ____-21-22.

This instrument drafted by:

City Attorney Charles Adams
828 Center Ave., Suite 210
Sheboygan, WI 53081
WI State Bar No. 1021454

**DEVELOPMENT AGREEMENT
BETWEEN
CORTA SHEBOYGAN, LLC
NS RETAIL HOLDINGS, LLC
AND
CITY OF SHEBOYGAN**

THIS AGREEMENT made as of the 22nd day of February 2022 (the "Agreement"), by and between CORTA Sheboygan, LLC, a Florida limited liability company, with its principal offices located at 16232 SW 92 Ave., Miami FL 33157, and a registered agent in Wisconsin located at 301 S. Bedford St., Suite 1, Madison WI 53703, (hereinafter "Developer"), NS Retail Holdings, LLC, a Delaware limited liability company, with its principal offices located at 5910 N. Central Expressway, Suite 1600, Dallas TX, 75206, and a Registered Agent in Wisconsin, Registered Agent Solutions, Inc., 901 S. Whitney Way, Madison WI 53711 (hereinafter "NS Retail"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

RECITALS

WHEREAS, Developer is in the business of providing real estate site selection and development services; and

WHEREAS, NS Retail owns certain property located at 518 S. Taylor Drive in Sheboygan, Sheboygan County, Wisconsin, (the "Property"); said property includes land and a building that previously housed a ShopKo department store; and

WHEREAS, NS Retail has entered into an agreement with Developer to redevelop the property into a two-tenant retail box with two national retailers not currently in the Sheboygan market, and to construct an additional building on an outlot that is part of the land and will be owned by Developer in order to develop a nationally branded food or service use (referred herein collectively as the "Project"); and

WHEREAS, The City believes that the retail development project on the Property is in the vital and best interests of the City and the health, safety and welfare of its residents, in part because of the increase in the City's tax base resulting from the Project; and

WHEREAS, It is in the mutual interest of all parties to proceed with the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the NS Retail through a Development Incentive Payment in order to bring about the development of the Project by the Developer.

AGREEMENT

**ARTICLE I.
DEFINITIONS**

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Development Incentive Payment" means a lump sum payment in the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) paid by the City to NS Retail pursuant to the terms in Section 201, below.

"Tax Incremental Value" means the assessed value of the Property as of January 1, 2023, less the assessed value of the Property as of January 1, 2022.

ARTICLE II. DEVELOPMENT INCENTIVE PAYMENT PROVISIONS

Section 201. *Incentive Payment.* The City agrees to make a Development Incentive Payment (defined below) as an inducement for the development of the Project. Said payment is conditioned on the completion of the project with a Tax Incremental Value of Four Million Six Hundred Thousand Dollars (\$4,600,000), of which no less than Three Million Four Hundred Thousand Dollars (\$3,400,000) of the increment shall be realized as a result of the renovation of the former ShopKo store and no less than One Million Two Hundred Thousand Dollars (\$1,200,000) realized as a result of the development of the outlot. Provided Developer has complied with the terms of the Agreement and provided reasonable evidence to the City of the same ("Increment Requirements"), the City agrees to pay the Development Incentive Payment to NS Retail. The Development Incentive Payment shall be paid by June 30, 2022. If Developer fails to provide satisfactory evidence that the Increment Requirements have been met, no payment shall occur.

Section 202. *Refund of Incentive Payment.* The Parties recognize that the City does not have the authority on its own to determine the Tax Increment Value, and that an assessed value of the Project will not be determined until after the Development Incentive Payment is made. As such the NS Retail agrees that should the Increment Requirements not be met relative to the assessed value of the Property and its constituent parcels as of January 1, 2023, it shall refund the Development Incentive Payment by January 31, 2023.

Section 203. *Purpose.* The Development Incentive Payment made under this Agreement is provided by the City as part of a negotiated, lawful contract with Developer and NS Retail in exchange for consideration, including requirements to develop the Property in a manner that inures to the benefit of the general public. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 301. *Representations and Warranties of the Developer.* The Developer makes the following representations and warranties which the City may rely upon in entering into this agreement.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Florida, registered as a foreign LLC in Wisconsin, with a registered agent on file with the Wisconsin Department of Financial Institutions.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the

matters contemplated hereby. This Agreement has been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms.

(C) The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws.

Section 302. Representations and Warranties of NS Retail Holdings. NS Retail Holdings makes the following representations and warranties which the City may rely upon in entering into agreement.

(A) NS Retail Holdings is a duly organized and existing limited liability company in current status under the laws of the State of Delaware, registered as a foreign LLC in Wisconsin, with a registered agent on file with the Wisconsin Department of Financial Institutions.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by NS Retail Holdings, and no other or further acts or proceedings of NS Retail Holdings are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by NS Retail Holdings and constitute the legal, valid and binding agreement and obligation of NS Retail Holdings, enforceable against it in accordance with their respective terms.

(C) NS Retail Holdings is the current owner of the Property.

(D) The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. NS Retail Holdings, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under current Property Tax Laws.

ARTICLE IV. INDEMNIFICATION OF THE CITY

Section 401. Indemnified Parties. For purposes of this Agreement, the Indemnified Parties are: the City and its governing body members, officers, agents—including independent contractors, consultants, and legal counsel—servants and employees.

Section 402. Indemnification. Except for any willful misrepresentation, any willful misconduct, or negligent acts of the Indemnified Parties, the Developer and NS Retail Holdings will protect and defend the Indemnified Parties for actual damages from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer and/or NS Holdings (or other persons acting on their behalf or under its direction or control or as their principal) under this Agreement. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed

to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V. MISCELLANEOUS

Section 501. *Conflict of Interests; City Representatives Not Individually Liable.* No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the parties to this agreement or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer, NS Retail Holdings, or a successor or on any obligations under the terms of this Agreement.

Section 502. *Titles of Articles and Sections.* Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 503. *Successors and Assigns.* This Agreement shall be binding upon the respective successors and assigns of the parties.

Section 504. *Notices and Demands.* A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at 16232 SW 92 Ave., Miami FL 33157; and
- (b) in the case of NS Retail Holdings, is addressed to or delivered personally to NS Retail Holdings at 5910 N Central Expressway, Suite 1600, Dallas, TX 75206; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

Section 505. *Governing Law.* This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 506. *Drafting.* Each of the Parties hereto acknowledges that each Party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against any Party hereto because one is deemed to be the author thereof.

Section 507. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

Section 508. Recording. This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of NS Retail Holdings.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, and NS Retail Holdings has caused this Agreement to be duly executed in its name and behalf by its members on or as of the day first above written.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN

BY:

Ryan Sorenson
Ryan Sorenson, Mayor

ATTEST:

Meredith DeBruin
Meredith DeBruin, City Clerk

CORTA SHEBOYGAN, LLC

BY:

Cory Presnick
Cory Presnick

NS RETAIL HOLDINGS, LLC

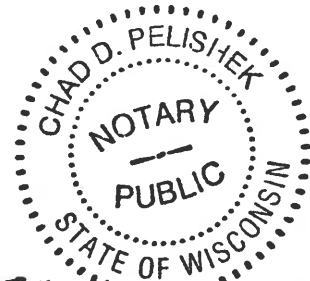
BY:

Kirk Klatt
Kirk Klatt

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

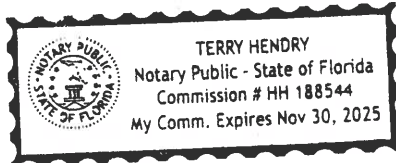
Personally came before me this 20th day of February, 2021, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Chad Pelishek
Notary Public, State of Wisconsin
My commission expires Aug 23, 2023

STATE OF FLORIDA)
) ss
Duval COUNTY)

Personally came before me this 2 day of March, 2022, the above named Cory Presnick, Manager of CORTA Sheboygan, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Terry Hendry
 Notary Public, State of Florida
 My commission expires 11-30-25

STATE OF TEXAS)
) ss
 _____ COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Kirk Klatt, _____ of NS RETAIL HOLDINGS, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Texas
 My commission expires _____

Authorized pursuant to Res. No. ____-21-22.

This instrument drafted by:

City Attorney Charles Adams
 828 Center Ave., Suite 210
 Sheboygan, WI 53081
 WI State Bar No. 1021454

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, and NS Retail Holdings has caused this Agreement to be duly executed in its name and behalf by its members on or as of the day first above written.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN

BY:

Ryan Sorenson
Ryan Sorenson, Mayor

ATTEST:

Meredith DeBruin
Meredith DeBruin, City Clerk

CORTA SHEBOYGAN, LLC

BY:

Cory Presnick

NS RETAIL HOLDINGS, LLC

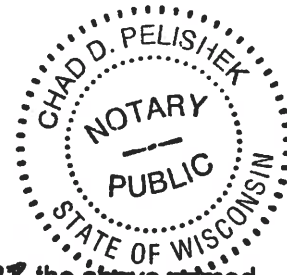
BY:

Kirk Klatt

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this 2nd day of February, 2022, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Chad Pelishek
Notary Public, State of Wisconsin
My commission expires Aug 23, 2025

STATE OF FLORIDA)
) ss
 _____ COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Cory Presnick, _____ of CORTA Sheboygan, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Florida
 My commission expires _____

STATE OF TEXAS)
) ss
Dallas COUNTY)

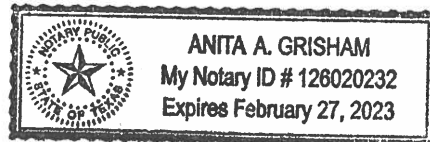
Personally came before me this 3rd day of March, 2021, the above named Kirk Klatt, SVP of NS RETAIL HOLDINGS, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Anita A. Grisham
 Notary Public, State of Texas
 My commission expires 2-27-23

Authorized pursuant to Res. No. ____-21-22.

This instrument drafted by:

City Attorney Charles Adams
 828 Center Ave., Suite 210
 Sheboygan, WI 53081
 WI State Bar No. 1021454



R. C. No. 220 - 21 - 22. By PUBLIC WORKS COMMITTEE. February 21, 2022.

Your Committee to whom was referred Res. No. 132-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 132- 21 - 22. By Alderpersons Dekker and Perrella.
February 7, 2022.

A RESOLUTION authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

RESOLVED: That the Mayor and City Clerk are authorized and directed to accept the attached Temporary Easement from Danny K. Eirich and JoAnn Eirich, once properly executed, for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

Dean Dekker

Grace Perrella

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TEMPORARY EASEMENT

This Temporary Easement is made this _____ day of _____, 2022, by and between Danny K. Eirich and JoAnn Eirich ("GRANTOR") and the City of Sheboygan, a municipal corporation of the State of Wisconsin ("GRANTEE").

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS that the GRANTOR, in consideration of the covenants contained in this Temporary Easement, hereby grants to the GRANTEE, and its agents, employees, and invitees, a Temporary Easement over 4812 Ferndale Court (Parcel Number 59281435677), more particularly described as **Fox Meadows Addition No. 4, Lot 77** (the "Property"), for the purposes described below.

RETURN TO:

City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

This Temporary Easement is being granted to allow GRANTEE, and its agents, employees, and invitees to enter onto the Property in order to perform maintenance activities on the drainage swale owned by GRANTEE located behind the Property. As part of its maintenance activities on the drainage swale, GRANTEE will remove any natural growth - such as brush - from the drainage swale which currently encroaches upon the Property.

59281435677
Parcel Ident. No.

GRANTEE agrees to place topsoil and grass seed on any portion of the Property which is visibly disturbed as a result of GRANTEE's (or its agents, employees, and invitees) actions. GRANTEE also agrees to place topsoil and grass seed on any portion of the Property in which natural growth from the drainage swale is removed.

In addition to permitting access to the Property, GRANTOR agrees to water any grass seed placed by GRANTEE or its agents, employees, or invitees.

The rights granted to GRANTEE under this Temporary Easement shall expire on June 1, 2022.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed this _____ day of _____, 2022.

GRANTOR:

BY: _____
Danny K. Eirich

BY: _____
JoAnn Eirich

STATE OF WISCONSIN)
) SS
 COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2022, the above named Danny K. Eirich and JoAnn Eirich, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

 Ryan Sorenson
 Mayor

 Meredith DeBruin
 City Clerk

STATE OF WISCONSIN)
) SS
 COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2022, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My commission expires _____

Acceptance by the City of Sheboygan is authorized by and in
 accordance with Resolution No. -21-22

This document drafted by:
 Thomas D. Cameron
 Assistant City Attorney
 Sheboygan, WI 53081
 WI State Bar No. 1071734

TEMPORARY EASEMENT

This Temporary Easement is made this 19th day of March, 2022, by and between Danny K. and JoAnn Eirich ("GRANTOR") and the City of Sheboygan, a municipal corporation of the State of Wisconsin ("GRANTEE").

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS that the GRANTOR, in consideration of the covenants contained in this Temporary Easement, hereby grants to the GRANTEE, and its agents, employees, and invitees, a Temporary Easement over 4812 Ferndale Court (Parcel Number 59281435677), more particularly described as **Fox Meadows Addition No. 4, Lot 77** (the "Property"), for the purposes described below.

This Temporary Easement is being granted to allow GRANTEE, and its agents, employees, and invitees to enter onto the Property in order to perform maintenance activities on the drainage swale owned by GRANTEE located behind the Property. As part of its maintenance activities on the drainage swale, GRANTEE will remove any natural growth - such as brush - from the drainage swale which currently encroaches upon the Property.

GRANTEE agrees to place topsoil and grass seed on any portion of the Property which is visibly disturbed as a result of GRANTEE's (or its agents, employees, and invitees) actions. GRANTEE also agrees to place topsoil and grass seed on any portion of the Property in which natural growth from the drainage swale is removed.

In addition to permitting access to the Property, GRANTOR agrees to water any grass seed placed by GRANTEE or its agents, employees, or invitees.

The rights granted to GRANTEE under this Temporary Easement shall expire on June 1, 2022.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed this 19 day of March, 2022.

GRANTOR:

DANNY K. AND JOANN EIRICH

BY: [Signature]

BY: [Signature]



8 5 8 4 3 5 1

Tx:4432729

2133693

SHEBOYGAN COUNTY, WI

RECORDED ON

03/30/2022 03:18 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #

Cashier ID: 3

PAGES: 2

RETURN TO:


City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

59281435677

Parcel Ident. No.

STATE OF WISCONSIN)
) SS
 COUNTY OF SHEBOYGAN)

Personally came before me this 19 day of March, 2022, the above named Danny K. Eirich and JoAnn Eirich, to me known to be the person who executed the foregoing instrument and acknowledged the same.


 Notary Public, State of Wisconsin
 My commission expires AUG. 19, 2025

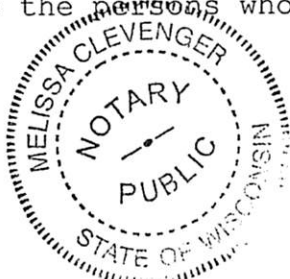
Accepted By: **CITY OF SHEBOYGAN**


 Ryan Sorenson
 City of Sheboygan - Mayor


 Meredith DeBruin
 City of Sheboygan - City Clerk

STATE OF WISCONSIN)
) SS
 COUNTY OF SHEBOYGAN)

Personally came before me this 28th day of March, 2022, the above named Ryan Sorenson, Mayor and Meredith DeBruin, City Clerk to me known to be the ~~persons~~ who executed the foregoing instrument and acknowledged the same.




 Notary Public, State of Wisconsin
 My commission expires August 1, 2025

Acceptance by the City of Sheboygan is authorized by and in accordance with Resolution Number 132-21-22

This document drafted by:
 Thomas D. Cameron
 Assistant City Attorney
 Sheboygan, WI 53081
 WI State Bar No. 1071734

VIII

R. C. No. 221 - 21 - 22. By PUBLIC WORKS COMMITTEE. February 21, 2022.

Your Committee to whom was referred Res. No. 133-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute an agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 133 - 21 - 22. By Alderpersons Dekker and Perrella.
February 7, 2022.

A RESOLUTION authorizing the appropriate City officials to execute an agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees.

RESOLVED: That the appropriate City officials are hereby authorized to execute the attached Agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the purchase of street trees, not to exceed \$53,450.00, from Account No. 26553000-631100.

PW

Alder Dekker
Grant Perrella

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
SCHICHEL'S NURSERY, INC.**

REGARDING THE PURCHASE OF STREET TREES

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Schichtel's Nursery, Inc. ("Vendor").

BACKGROUND

The City desires to purchase street trees for the Spring 2022 planting season. Because of the anticipated cost of the street trees, the City issued Request for Bids #2010-22. Vendor responded to Request for Bids #2010-22. The City determined that Vendor was the lowest responsive bidder.

Article 1. Purchase of Goods

Vendor shall furnish the street trees (including Vendor's proposed substitutions, which are acceptable to the City) as indicated on Vendor's Bid, which is attached to this Agreement as Exhibit 1.¹

Vendor and the City's Representative shall coordinate with regard to the exact delivery date for the street trees, which will be in late March or early April 2022.

Vendor shall deliver all street trees to the City of Sheboygan's Municipal Service Building (2026 New Jersey Avenue, Sheboygan, Wisconsin 53081). Vendor shall provide the City's Representative at least 24 hours' notice before delivery. Deliveries will only be accepted between the hours of 7:00 a.m. and 1:30 p.m. Deliveries will only be accepted Monday through Friday (and will not be accepted on state holidays). All trees shall be properly loaded on a truck or trailer, tarped, and secured so as not to cause damage in transport. All trees shall be identified and tagged by variety and size.

Title of the trees shall pass upon acceptance of goods by the City at the Municipal Service Building in Sheboygan, Wisconsin.²

¹ All trees shall be nursery grown at a northern location so as to be acclimated to the local climate. Single-stem trees are desired unless otherwise indicated in Exhibit 1. Trees are to be of the diameter / caliper range specified in Exhibit 1, Type 1 quality, true to type, and exhibiting good health and vigor. All trees will be free of any and all injury due to insects and disease, and free from any other defects that will affect the survivability and long-term health of the trees. The trunk bark will be sound with no large wounds. Small wounds will be callused over or have good callus formation. Crown shape and branch structure shall be typical of each species or variety. Shade trees shall have a strong central leader. The crowns will also be free of any major defects (such as co-dominate leaders, poor branch angles, or heavy branches not in proportion to the rest of the plant). Branch height will be appropriate for the size and tree provided. All trees will be dug and handled in such a manner as to prevent injuries to trunks, branches, and roots. All whips shall be unbranched to lightly branched. All bare root trees must have a well-branched and fibrous root system characteristic of the species. All tree specifications will adhere to the standards set forth by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1).

² The City reserves the right to inspect all trees upon delivery. The City reserves the right to reject any plants that do not meet the specifications set forth in this Agreement. All return freight costs for rejected trees will be borne by Vendor.

Article 2. Cost

Pursuant to Vendor's Bid, the City shall pay Vendor an amount not to exceed \$53,450.00 for the street trees. This price includes all handling, transportation, and insurance charges. The City shall make payment to Vendor within 45 days of acceptance of the street trees and receipt of an invoice from Vendor.³ Any amount not paid when due will bear interest at the rate of 0% per year.

Vendor shall submit the invoice to:

Bernard Rammer
 Purchasing Agent
 City of Sheboygan
 828 Center Ave., Suite 205
 Sheboygan, WI 53081
 bernard.rammer@sheboyganwi.gov

Vendor shall be required to file waivers of lien from any suppliers and subcontractors with the City prior to receiving payment. The submission of the invoice shall be deemed a waiver and release by Vendor of all liens and claims with respect to this Agreement, except as specifically reserved and noted on such invoice.

Article 3. City's Representative

The City designates Tim Bull as its Representative for purposes of this Agreement. The City's Representative is authorized to act on the City's behalf with respect to this Agreement. For the avoidance of doubt, the City's Representative shall have the authority to consent to substitute street trees, and to the exact delivery date for the street trees.

Article 4. Terms and Conditions**A. Entire Agreement**

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
 - a. Exhibit 1 – Vendor's Bid Response
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)

This Agreement (and its Exhibits) is the entire and integrated agreement between the City and Vendor regarding the subject matter of the Agreement. It supersedes all prior and contemporaneous communications, representations, and agreements that are not part of this Agreement. This Agreement may only be modified by a written amendment signed by both parties.

³ Payment shall be considered timely if the payment is mailed, delivered, or transferred within 45 days after acceptance of the street trees and receipt of an invoice from Vendor, unless Vendor is notified in writing of a dispute before payment is made.

In resolving conflicts, errors, discrepancies, and disputes, the component of the Agreement expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Vendor and affording the greater right or remedy to the City shall govern.

B. Access to Records

Vendor has not identified any part of its Bid Response as constituting a trade secret.

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Vendor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Vendor must defend and hold the City harmless from liability under that law.

Vendor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

C. Appropriation of Funds

If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

D. Assignment

Neither the City nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Vendor of the obligations incurred by the Vendor under the terms of this Agreement.

E. Compliance with Laws

Vendor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the delivery of the street trees.

Vendor represents and warrants that the goods furnished under this Agreement, including all labels, packages, and container for said goods, complies with all applicable standards, rules, and regulations in effect under the requirements of all federal, state, and local laws, rules, and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods.

If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Vendor shall provide one copy of a Material Safety Data Sheet for each item with the shipped container(s) and one copy with the Invoice(s).

If it is determined by the City that these standards are not met, the Vendor agrees to bear all costs required to meet the minimum standards as stated above for the goods furnished under this Agreement.

The Vendor shall be required to demonstrate valid possession of all required licenses, and to keep all required licenses in effect for the term of this Agreement.

F. Conflict of Interest

Vendor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of its obligations under this Agreement. Vendor agrees that no person having any such interest shall be employed in the performance of this Agreement.

G. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement when such failure in performance is caused by or results from unforeseeable causes beyond the reasonable control of the affected party and without fault or negligence on the part of the affected party. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

H. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

I. Indemnification

To the extent permitted by law, Vendor shall be liable to and hereby agrees to defend and hold the City, and its officers, officials, agents, and employees harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with Vendor's responsibilities under this Agreement.

J. Independent Contractor

During the entire term of this Agreement, Vendor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Vendor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

K. Insurance

Vendor will insure, and will require any subcontractor to insure, as indicated, against the following risks to the extent stated below.

1. Commercial General Liability. Vendor shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including—but not limited to—products and completed operations, bodily injury, property damage, and personal injury—in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the

City as an additional insured. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria, applying on a primary basis, and listing the City as an additional insured.

2. Automobile Liability. Vendor shall procure and maintain during the life of this Agreement, Business Automobile Liability Insurance covering owned, non-owned, and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria.
3. Workers' Compensation. Vendor shall procure and maintain during the life of this Agreement, Workers' Compensation insurance that complies with all statutory requirements. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria.

Acceptability of Insurers. The insurance policies required by this Section shall be issued by an insurer with an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies. Vendor shall provide the certificate(s) to the City's Purchasing Agent. If any of the policies required under this Section expire when this Agreement is in effect, Vendor shall provide renewal certificates to the City. The certificate of insurance shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

This insurance shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from this Agreement.

If Vendor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

L. Intent to Be Bound

The City and Vendor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

M. Non-Collusion

Vendor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any other competitor.
2. Unless otherwise required by law, the prices quoted in Vendor's bid were not disclosed by Vendor prior to opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a response to the City regarding the street trees for the purpose of restricting competition.

N. Non-Discrimination

In connection with the performance of work under this Agreement, Vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Vendor further agrees to take affirmative action to ensure equal employment opportunities.

O. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Vendor:

City Clerk	Nicole Sage
City of Sheboygan	Schichtel's Nursery, Inc.
828 Center Ave.	7420 Peters Road
Sheboygan, Wisconsin 53083	Springville, New York 14141

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Vendor.

P. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to

amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Q. Schedule

The Parties agree that no charges or claims for damages shall be made by Vendor for any delays or hindrances, from any cause whatsoever, during its completion of its obligations under this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Vendor to proceed to complete any obligation, or any part of its obligations, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Failure of the Vendor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

R. Termination

In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions contained in this Agreement, and any such default shall continue unremedied for a period of 10 days after written notice to Vendor, the City may, at its option, and in addition to all other rights and remedies which it may have in law or equity, terminate the Agreement and all rights of Vendor under the Agreement.

The City reserves the right to cancel this Agreement with any state or federally debarred contractor.

S. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Vendor.

T. Vendor's Representations

In order to induce the City to enter into this Agreement, Vendor makes the following representations:

1. Vendor has examined and carefully studied the Agreement.
2. If, in Vendor's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the goods, then Vendor has visited the Point of Destination and site where the goods are to be installed and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the goods.
3. Vendor is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Vendor's obligations under the Agreement.

4. Vendor has carefully studied, considered, and correlated the information known to Vendor with respect to the effect of such information on the cost, progress, and performance of Vendor's obligations under the Agreement.
5. Vendor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in the Agreement, and the written resolution (if any) by the City is acceptable to Vendor.
6. The Agreement is generally sufficient to indicate and convey understanding of all terms and conditions for performance of Vendor's obligations under the Agreement.
7. Vendor's entry into this Agreement constitutes an incontrovertible representation by Vendor that without exception all prices in the Agreement are premised upon furnishing the goods as required by the Agreement.

U. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

V. Weapons Prohibition

Vendor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, at any City work site. This requirement shall apply to vehicles used at any City work site, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. § 175.60(15m).

W. Other Provisions

1. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
2. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

3. Interpreting the Contract Documents. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

VENDOR

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

DATE: _____

This Agreement Authorized by Resolution _____

EXHIBIT 1



ORIGINAL

**CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2010-22
PURCHASE OF TREES**

The City of Sheboygan is accepting bids for the purchase of street trees for the Spring 2022 planting season. Detailed specifications including quantities, desired species and related forms can be obtained at no cost by contacting Bernard Rammer, Purchasing agent at (920)459-3469 or by email at Bernard.rammer@sheboyganwi.gov.

In order to be considered, sealed bids, on forms included with the bid documents must be received no later than 1:00 PM on Tuesday January 25, 2022 at the Sheboygan City Hall, 828 Center Avenue, Sheboygan, WI 53081 and marked to the attention of Bernard Rammer, Purchasing Agent. Bids received after that date and time will not be opened or accepted.

The bids shall include delivery of the trees to the City of Sheboygan with an expected delivery in early April 2022. All bids must remain in force for not less than 30 days from the bid due date. Bids may not be changed or withdrawn following bid opening without the express consent of the City of Sheboygan.

The City of Sheboygan reserves the right to cancel this solicitation, reject any bid, waive any informality associated with the bid process and award the bid deemed to be in the best interest of the City of Sheboygan.

Bernard R. Rammer
Purchasing Agent

53520

**CITY OF SHEBOYGAN
TREE PURCHASING SPECIFICATIONS
Request for Bids # 2010-22**

1. GENERAL INFORMATION

The City of Sheboygan needs the following plant material for spring 2022. Bids will be accepted by the City of Sheboygan Purchasing Department, 828 Center Avenue, Sheboygan, WI 53081, 1:00 PM on Tuesday January 25, 2022. The contract will be awarded to the lowest responsive, responsible bidder. Substitutions will be considered if sizes and varieties desired are not available. All substitutions must be clearly noted on the bid proposal in the space provided. Proposed substitutions will be accepted at the sole discretion of the City. When the lowest responsive bidder proposes a substitution that is less desirable to the City, the City reserves the right to purchase that species from another submitting vendor. The City of Sheboygan is the sole judge of the suitability of all bidders and reserves the right to reject any and all parts of the proposal that is not in the best interest of the City of Sheboygan.

2. DELIVERY

Bids will include the cost of delivery. The bidder shall deliver all awarded plant material to the City of Sheboygan, Municipal Service Building, 2026 New Jersey Avenue, Sheboygan, Wisconsin 53081. The City of Sheboygan requires at least 24 hours notice before delivery will be accepted. Contact the City Forester, Tim Bull at (920) 979-1810 to arrange for delivery. Deliveries will only be accepted between the hours of 7:00 A.M. and 1:30 P.M. Monday through Friday, not including State Holidays. All trees shall be properly loaded on a truck or trailer, tarped and secured so as not to cause damage in transport. Plants will be identified and tagged by variety and size.

Based upon field conditions and dig times, we will work with the winning bidder(s) to identify an acceptable delivery date(s). *In general, our goal is to receive trees as early as possible either end of March or early April.*

3. PLANT SPECIFICATIONS

All plants shall be nursery grown at a northern location so as to be acclimated to the local climate. Single-stem trees are desired unless otherwise indicated. Trees are to be of the diameter/caliper range specified on the bid sheet, Type 1 quality, true to type and exhibiting good health and vigor. All plants will be free of any and all injury due to insects, disease and any other defects that will affect the survivability and long-term health. The trunk bark will be sound with no large wounds. Small wounds will be callused over or having good callus formation. Crown shape and branch structure will be typical of each species or variety. Shade trees shall have a strong central leader. The crowns will also be free of any major defects (co-dominate leaders, poor branch angles, heavy branches not in proportion to the rest of the plant). Branch height will be appropriate for the size and plant provided. All plants will be dug and handled in such a manner as to prevent injuries to trunks, branches, and roots. All whips shall be unbranched to lightly-branched.

All bare root trees must have a well-branched and fibrous root system characteristic of the species. All tree specifications will adhere to the standards set forth by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1).

4. INSPECTION

The City of Sheboygan reserves the right to inspect all plants. All plants will be subject to inspection at the location specified in the bid request. The City of Sheboygan reserves the right to reject any plants that do not meet these specifications. Final inspection shall be done upon receiving plant material. All return freight costs for removal of rejected plant material will be borne by the supplier.

FIRM NAME: Schichtel's Nursery, Inc.

City of Sheboygan
Spring 2022 Bidder's List

Item	Quantity Required	1.5" to 1.75" Bare Root Single Stem	Price Each	Price Total
1	30	golden glory cornelian cherry, <i>Cornus mas</i> 'Golden Glory'	X	X
	(36) 1.5"	proposed substitution: <i>Cornus mas</i> 'Saffron Sentinel'	#89.00	#2,670.00
2	30	spring flurry serviceberry, <i>Amelanchier laevis</i> 'Spring Flurry'	X	X
	(36) 1.5"	proposed substitution: <i>Amelanchier laevis</i> 'Cumulus'	#97.00	#2,910.00
3	30	cherokee sweetgum, <i>Liquidambar styraciflua</i> 'Ward'	#87.00	#2,610.00
		proposed substitution:		
4	30	eastern redbud, <i>Cercis canadensis</i>	X	X
	(36) 1.5"	proposed substitution: <i>Prunus Sargentii</i> 'Pink Flair'	#80.00	#2,400.00
5	30	seven-son flower, <i>Heptacodium miconioides</i>	#110.00	#3,300.00
		proposed substitution:		
6	30	firespire American hornbeam, <i>Carpinus caroliniana</i> 'J.N. Upright'	X	X
	(36) 1.5"	proposed substitution: <i>Ostrya Virginiana</i>	#83.00	#2,490.00
7	30	beijing gold tree lilac, <i>Syringa pekinensis</i> 'Zhang Zhiming'	#55.00	#1,650.00
		proposed substitution:		
8	30	exclamation planetree, <i>Platanus x</i> 'Exclamation'	#52.00	#1,560.00
		proposed substitution:		
9	30	espresso Kentucky coffee tree, <i>Gymnocladus dioica</i> 'Espresso'	#96.00	#2,880.00
		proposed substitution:		
10	30	jefferson elm, <i>Ulmus Americana</i> 'Jefferson'	#67.00	#2,010.00
		proposed substitution:		
11	30	northern acclaim honeylocust <i>Gleditsia triacanthos</i> 'Harve'	#74.00	#2,220.00
		proposed substitution:		
12	30	green vase zelkova, <i>Zelkova serrata</i> 'green vase'	#62.00	#1,860.00

		proposed substitution:		
13	30	yellowwood, <i>Cladrastis kentukea</i>	\$92.00	\$2760.00
		proposed substitution:		
14	30	magnifica hackberry, <i>Celtis occidentalis</i> 'Magnifica'	\$78.00	\$2340.00
		proposed substitution:		
15	30	katsuratree, <i>Cercidiphyllum japonicum</i>	\$85.00	\$2550.00
		proposed substitution:		
16	30	golden rain tree, <i>Koelreuteria paniculata</i>	X	X
	30	proposed substitution: 1.25" only Available	\$79.00	\$2370.00
17	30	shingle oak, <i>Quercus imbricaria</i>	\$85.00	\$2550.00
		proposed substitution:		
18	30	presidential gold ginkgo, <i>Ginkgo biloba</i> 'The President'	\$96.00	\$2880.00
		proposed substitution:		
19	30	heritage birch, <i>Betula nigra</i> 'Heritage' (single stem)	\$89.00	\$2670.00
		proposed substitution:		
20	30	hardy rubber tree, <i>Eucommia ulmoides</i>	X	X
	30	proposed substitution: 1.25" only Available	\$75.00	\$2250.00
21	10	dawn redwood, <i>Metasequoia glyptostroboides</i>	\$92.00	\$920.00
		proposed substitution:		
22	10	tulip tree, <i>Liriodendron tulipifera</i>	\$72.00	\$720.00
		proposed substitution:		
23	10	northern catalpa, <i>Catalpa speciosa</i>	\$75.00	\$750.00
		proposed substitution:		
24	10	swamp white oak, <i>Quercus bicolor</i>	\$75.00	\$750.00
		proposed substitution:		
25	10	sugar maple, <i>Acer saccharum</i>	\$70.00	\$700.00
		proposed substitution:		

Item	Quantity Required	4' to 5' Whip	Price Each	Price Total
26	10	sugar maple, <i>Acer saccharum</i>	\$28.00	\$280.00
		proposed substitution:		
27	10	shagbark hickory, <i>Carya ovata</i>	\$40.00	\$400.00
		proposed substitution:		

53450.00

Firm Name: Schichtel's Nursery, Inc.
Address: 7420 Peters Rd.
City, State, Zip: Springville NY 14141
Phone: 716-592-9383 x 124
Fax: 716-592-4282

Authorized Signature: Nicole Sage
Printed Name: Nicole Sage
Date: 1/17/2022

R. C. No. 22 - 21 - 22. By PUBLIC WORKS COMMITTEE. February 21, 2022.

Your Committee to whom was referred Res. No. 135-21-22 by Alderpersons Dekker and Perrella authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 135 - 21 - 22. By Alderpersons Dekker and Perrella.
February 7, 2022.

A RESOLUTION authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor.

WHEREAS, the City of Sheboygan has determined a need to improve access to the sewer utility infrastructure along the Lake Michigan shoreline from Alabama Avenue to Whitcomb Avenue in the City of Sheboygan (the "Southside Sewer Interceptor"); and

WHEREAS, in order to improve access to the Southside Sewer Interceptor, the City intends to construct an access road along Lake Michigan (the "Project") to allow the City access to the Southside Sewer Interceptor in order to conduct necessary maintenance; and

WHEREAS, in order to construct the Project, it is necessary for the City to acquire temporary easements immediately adjacent to the Lake Michigan shoreline in the City of Sheboygan; and

WHEREAS, it is also necessary for the City to obtain permanent sewer access easements in the vicinity of the Project; and

WHEREAS, a map of the location of the temporary easements and the permanent sewer access easements (the "Plat") is attached to this Resolution as Exhibit A; and

WHEREAS, the legal descriptions of the temporary easements and the permanent sewer access easements are attached to this Resolution as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED: That this Resolution is a Relocation Order in accordance with Wis. Stat. § 32.05(1), which relates to the acquisition of temporary easements and permanent sewer access easements related to the City's sanitary sewer system.

BE IT FURTHER RESOLVED: That it is necessary, in accordance with Wis. Stat. § 32.07(2), for the City of Sheboygan to acquire the temporary easements and permanent sewer access easements depicted on Exhibit A and described on Exhibit B.

BE IT FURTHER RESOLVED: That, if necessary, the City of Sheboygan will acquire the temporary easements and permanent sewer access easements depicted on Exhibit A and described on Exhibit B from the respective record owners by condemnation in accordance with Wis. Stat. Chapter 32.

BE IT FURTHER RESOLVED: That all City officials, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance of this Relocation Order, including the payment of funds to acquire the necessary easements (to the extent funds have been appropriated) and the signing of any documents reasonably necessary to accept the necessary easements.

Dean D. Hoke

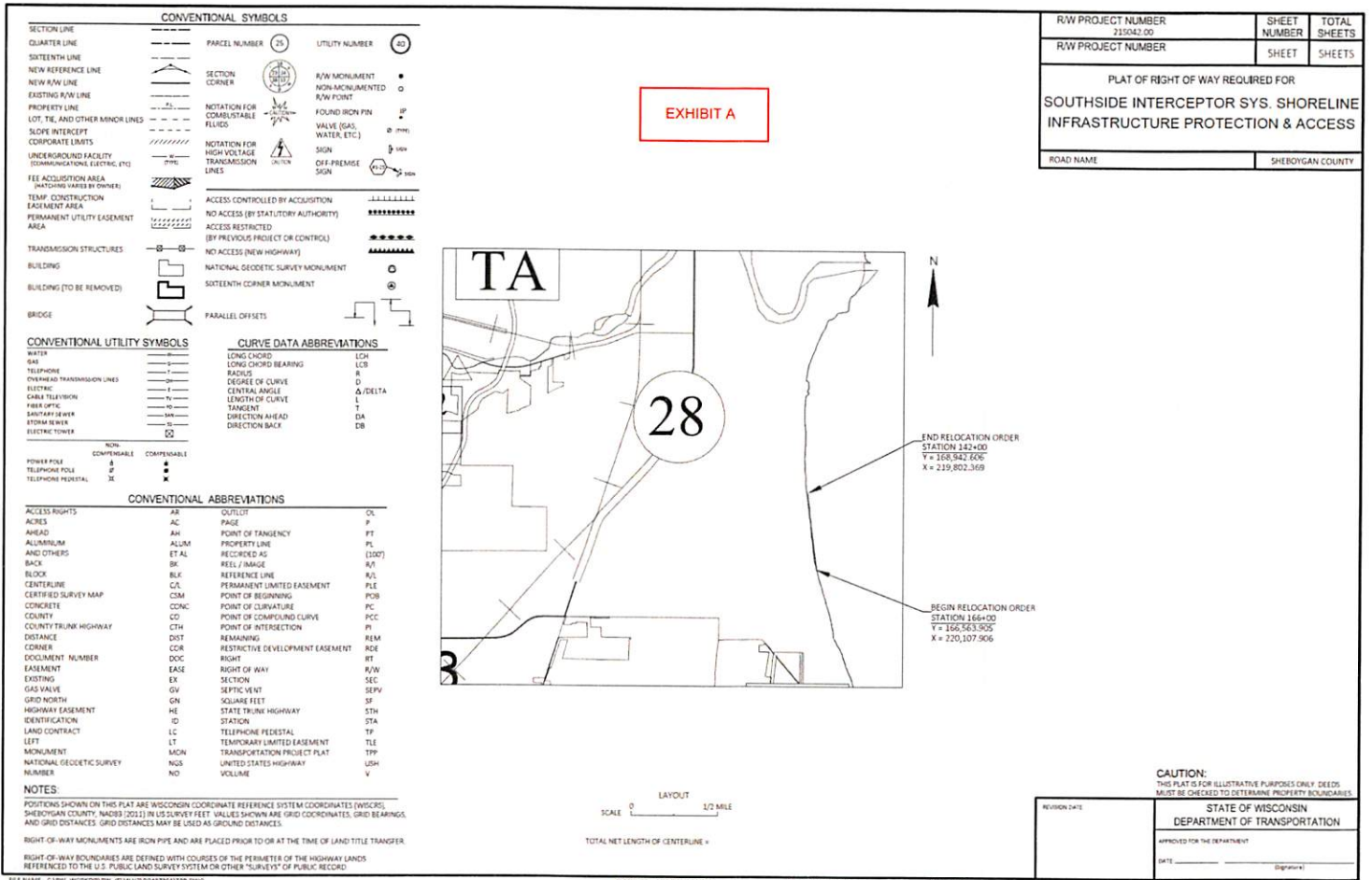
Gracia Rullo

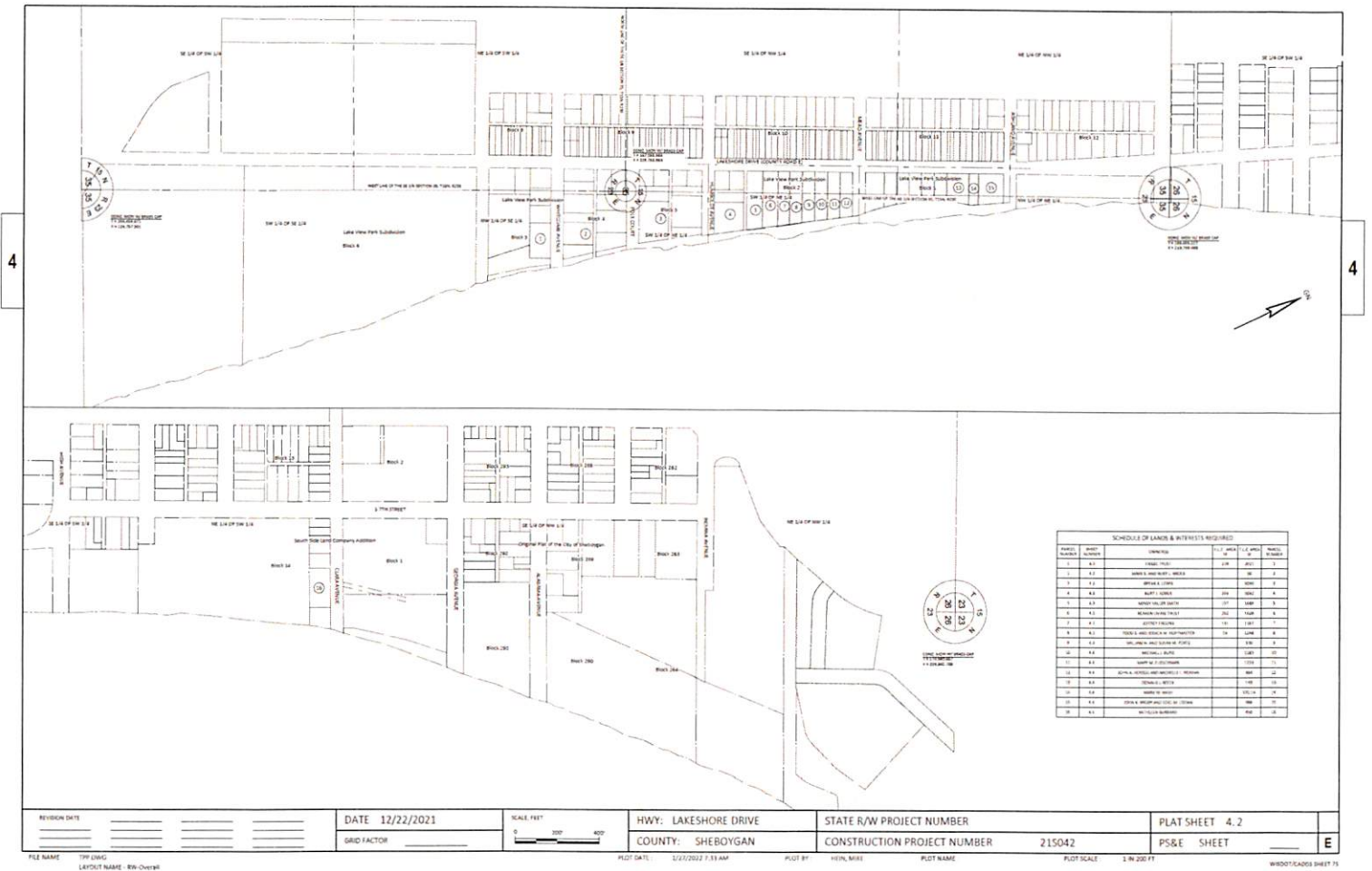
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

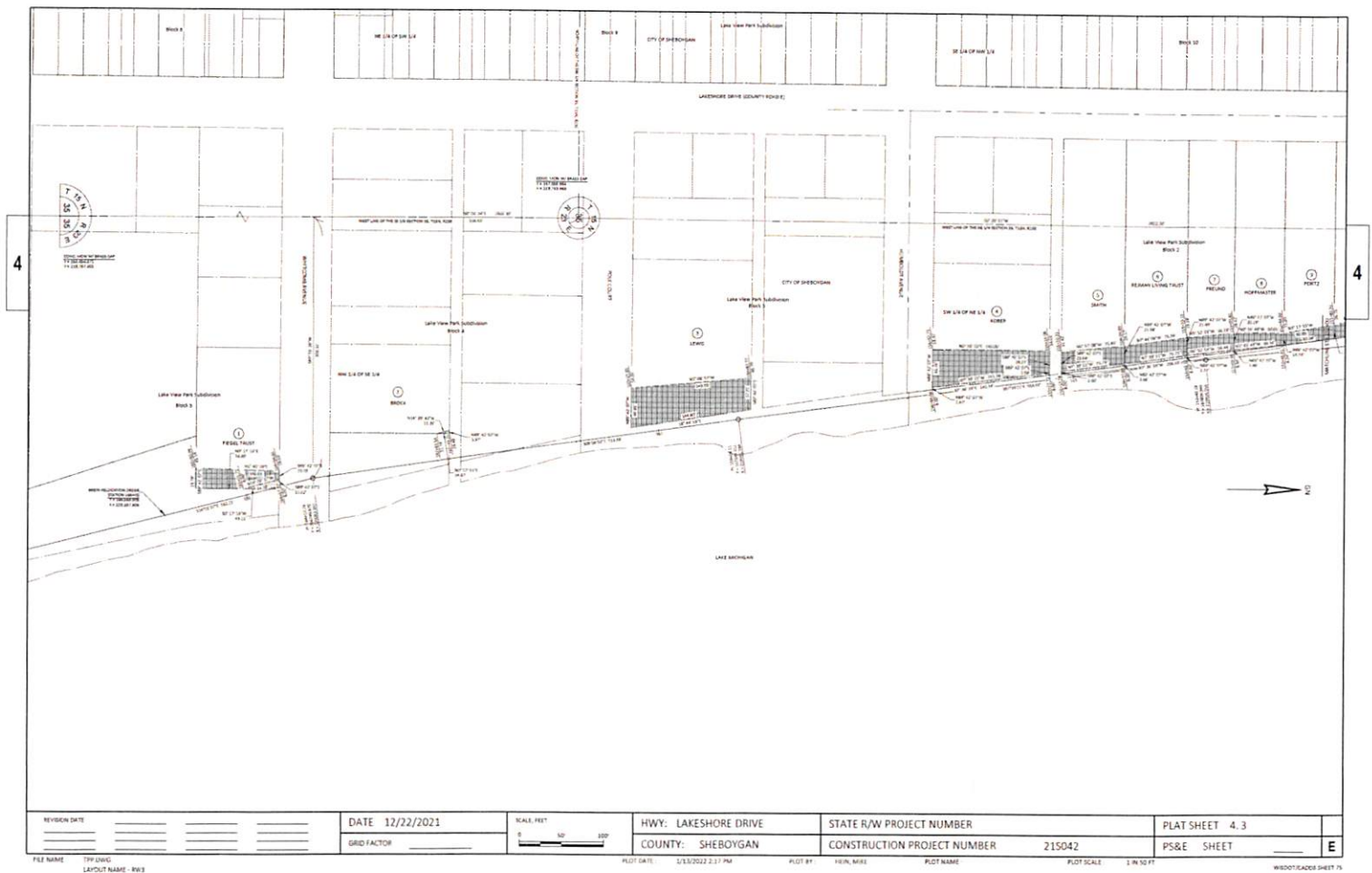
Dated _____ 20____. _____, City Clerk

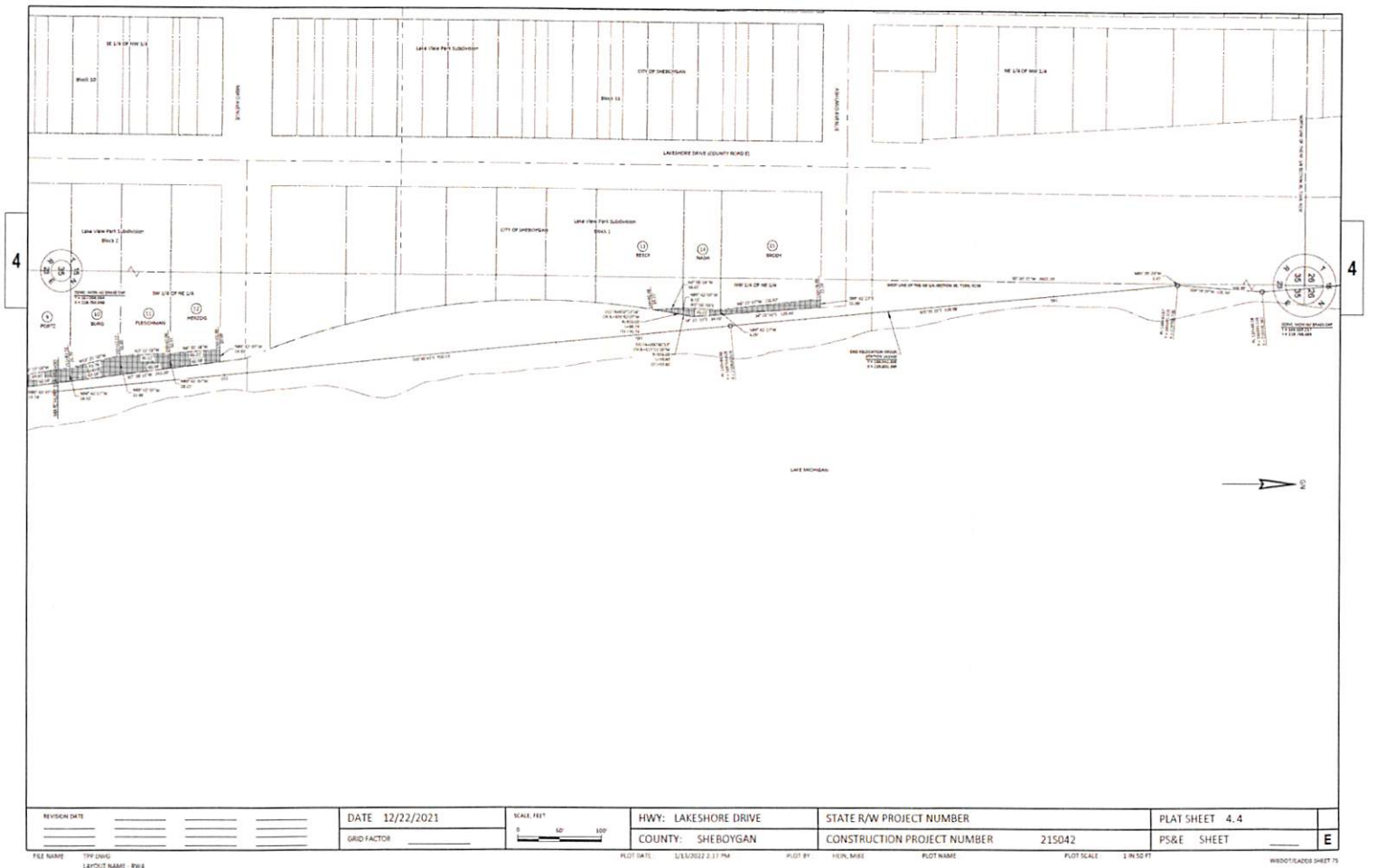
Approved _____ 20____. _____, Mayor

EXHIBIT A

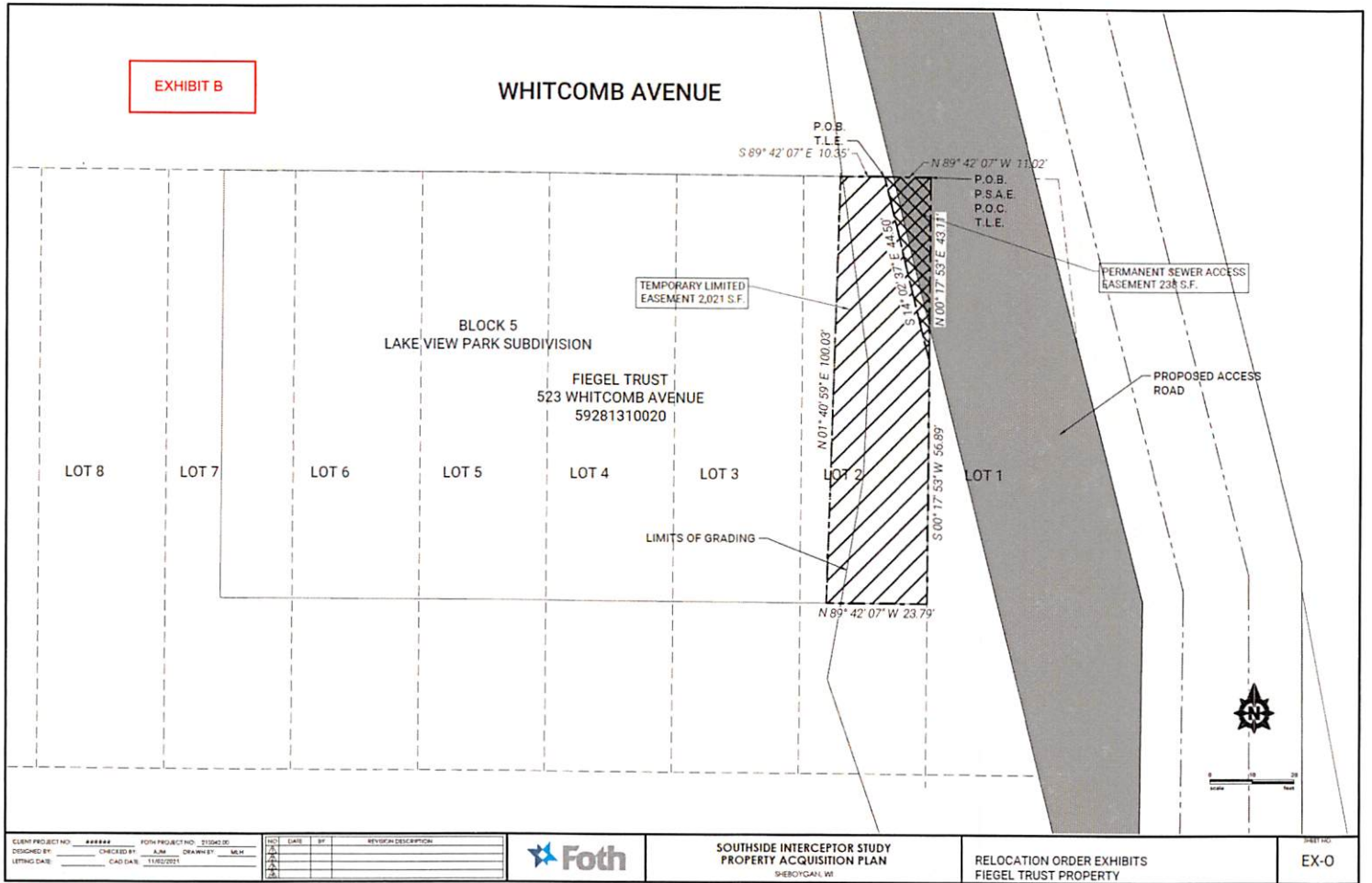












Proposed Permanent sewer access easement (Fiegel Trust property)

Land being a part of Lot 2, Block 5, Lake View Park Subdivision, being part of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Beginning at the Northeast corner of Lot 2, Block 5, Lake View Park Subdivision; Thence North 89°42'07" West along North line of said Lot 2, 11.02 feet; Thence South 14°02'37" East 44.50 feet, to a point on East line of Lot 2, Block 5; Thence North 00°17'53" East along said East line, 43.11 feet to the point of beginning of lands being described.

Containing 238 Square feet (0.006 Ac.) of land more or less.

Proposed Temporary limited easement (Fiegel Trust property)

Land being a part of Lot 2, Block 5, Lake View Park Subdivision, being part of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

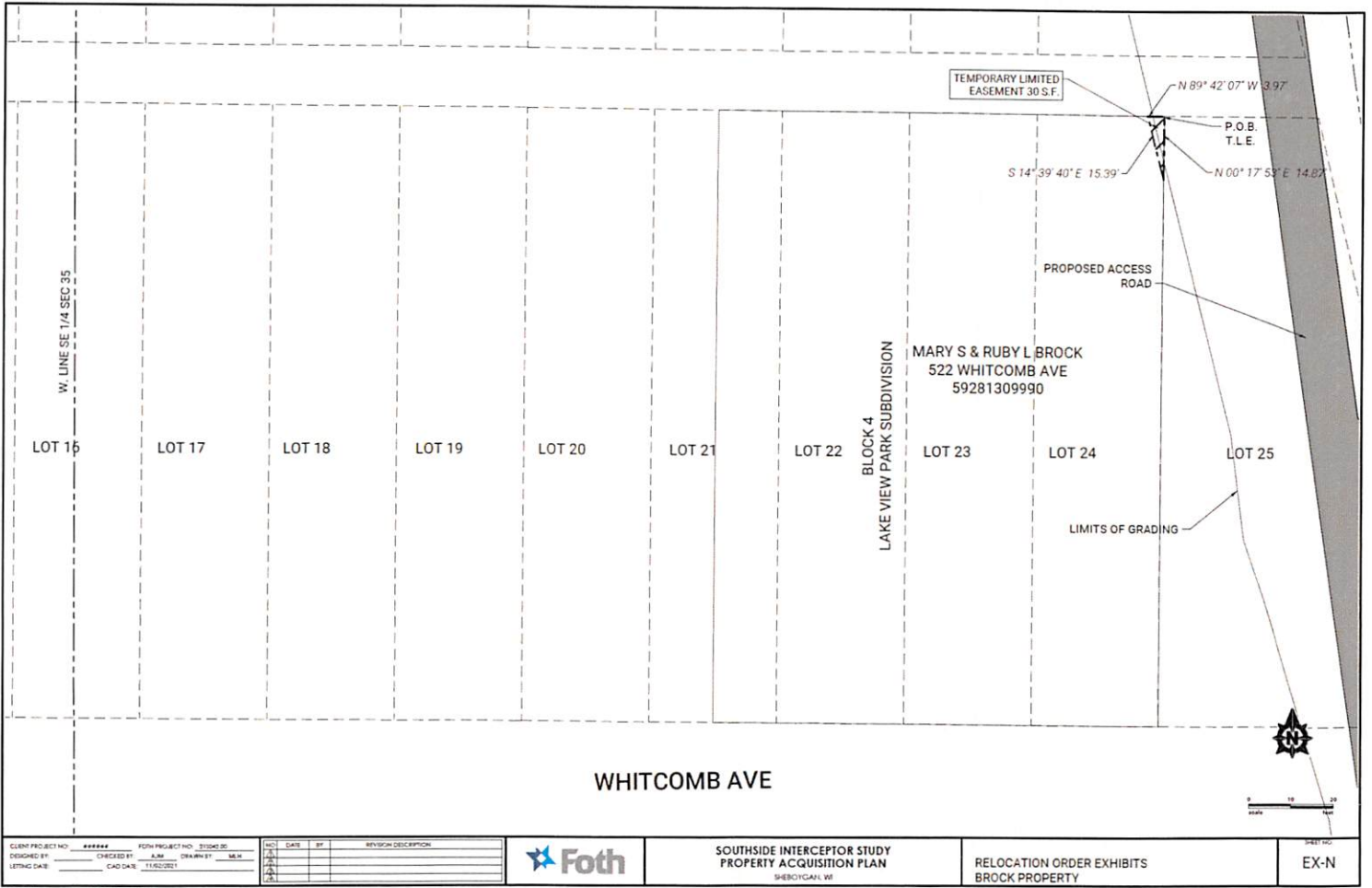
Commencing at the Northeast corner of Lot 2, Block 5, Lake View Park Subdivision; Thence North 89° 42' 07" West 11.02 feet along the North line of said Lot 2 to the point of beginning of the lands being described; Thence South 14°02'37" East 44.50 feet to a point on East line of Lot 2, Block 5; Thence South 00°17'53" West along said East line 56.89 feet; Thence North 89°42'07" West 23.79 feet; Thence North 01°40'59" East 100.03 feet to the North line of Said Lot 2; Thence South 89°42'07" East 10.35 feet along said North line, to the point of beginning of lands being described.

Containing 2,021 Square feet (0.046 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 523 Whitcomb Avenue
Tax Key No. 59281310020



Proposed Temporary limited easement (Brock property)

Land being a part of Lot 24, Block 4, Lake View Park Subdivision, being part of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

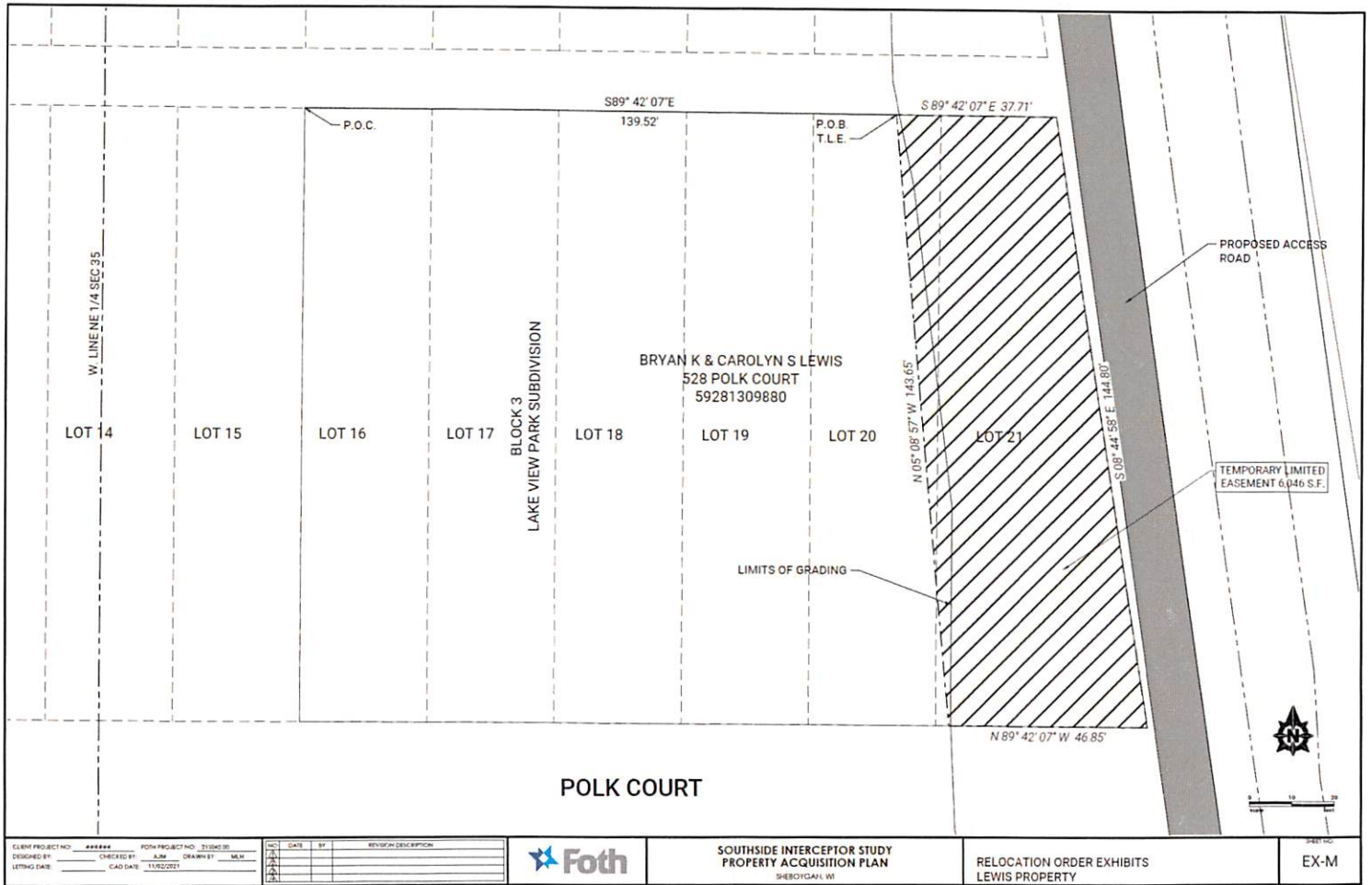
Beginning at the Northeast corner of Lot 24, Block 4, Lake View Park Subdivision; Thence North $89^{\circ} 42' 07''$ West along the North line of said Lot 24 a distance of 3.97 feet; Thence South $14^{\circ} 39' 40''$ East to the East line of Said Lot 24; Thence North $00^{\circ} 17' 53''$ East 14.87 feet along said East line, to the point of beginning of lands being described.

Containing 30 Square feet (0.0007 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 522 Whitcomb Avenue
Tax Key No. 59281309990



Proposed Temporary limited easement (Lewis property)

Land being a part of Lots 16, 17, 18, 19, 20 and 21, Block 3, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

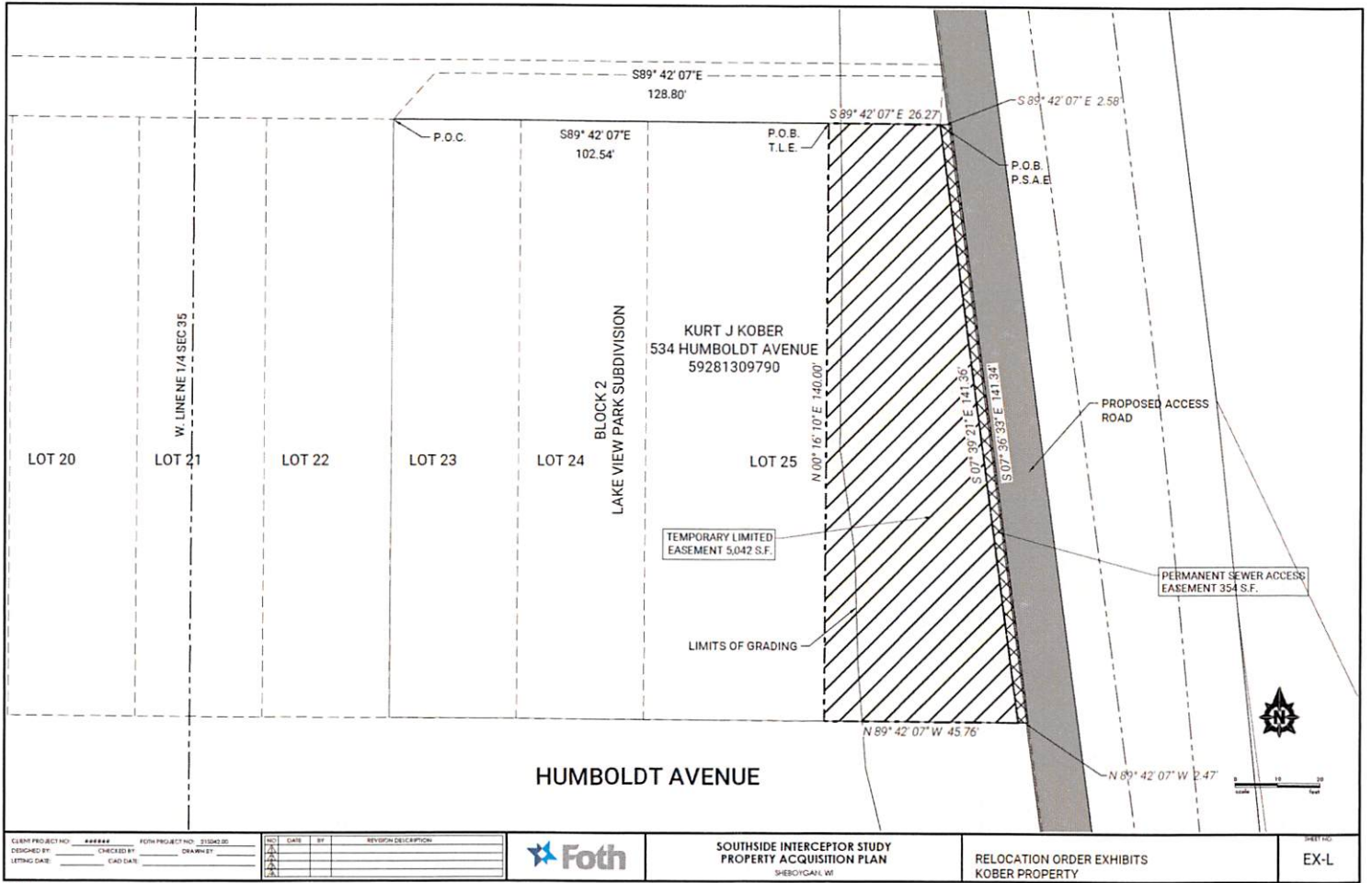
Commencing at the Northwest corner of Lot 16, Block 3, Lake View Park Subdivision; Thence South 89° 42' 07" East 139.52 feet along the North line of said Lot 16, Lot 17, Lot 18, Lot 19 and Lot 20 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 37.71 feet along North line of said Lot 20 and Lot 21, to the Northeast of said Lot 21, Block 3; Thence South 08°44'58" East along the East line of Block 3 a distance of 144.80 feet to the Southeast corner of Lot 21, Block 3, said point being on the North right of way line of Polk Court; Thence North 89°42'07" West along said right of way line 46.85 feet; Thence North 05°08'57" West 143.65 feet to the point of beginning of lands being described.

Containing 6,046 Square feet (0.139 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 528 Polk Court
Tax Key No. 59281309880



Proposed Permanent sewer easement (Kober property)

Land being a part of Lots 23, 24 and 25, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 23, Block 2, Lake View Park Subdivision; Thence South 89° 42' 07" East 128.80 feet along the North line of said Lot 23, Lot 24 and Lot 25 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 2.58 feet along North line of said Lot 25, to the Northeast of said Lot 25, Block 2; Thence South 07°36'33" East along the East line of Block 2 a distance of 141.34 feet to the Southeast corner of said Lot 25, said point being on the North right of way line of Humboldt Avenue; Thence North 89°42'07" West along said North right of way line 2.47 feet; Thence North 07°39'21" West 141.36 feet to the point of beginning of lands being described.

Containing 354 Square feet (0.008 Ac.) of land more or less.

Proposed Temporary limited easement (Kober property)

Land being a part of Lots 23, 24 and 25, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

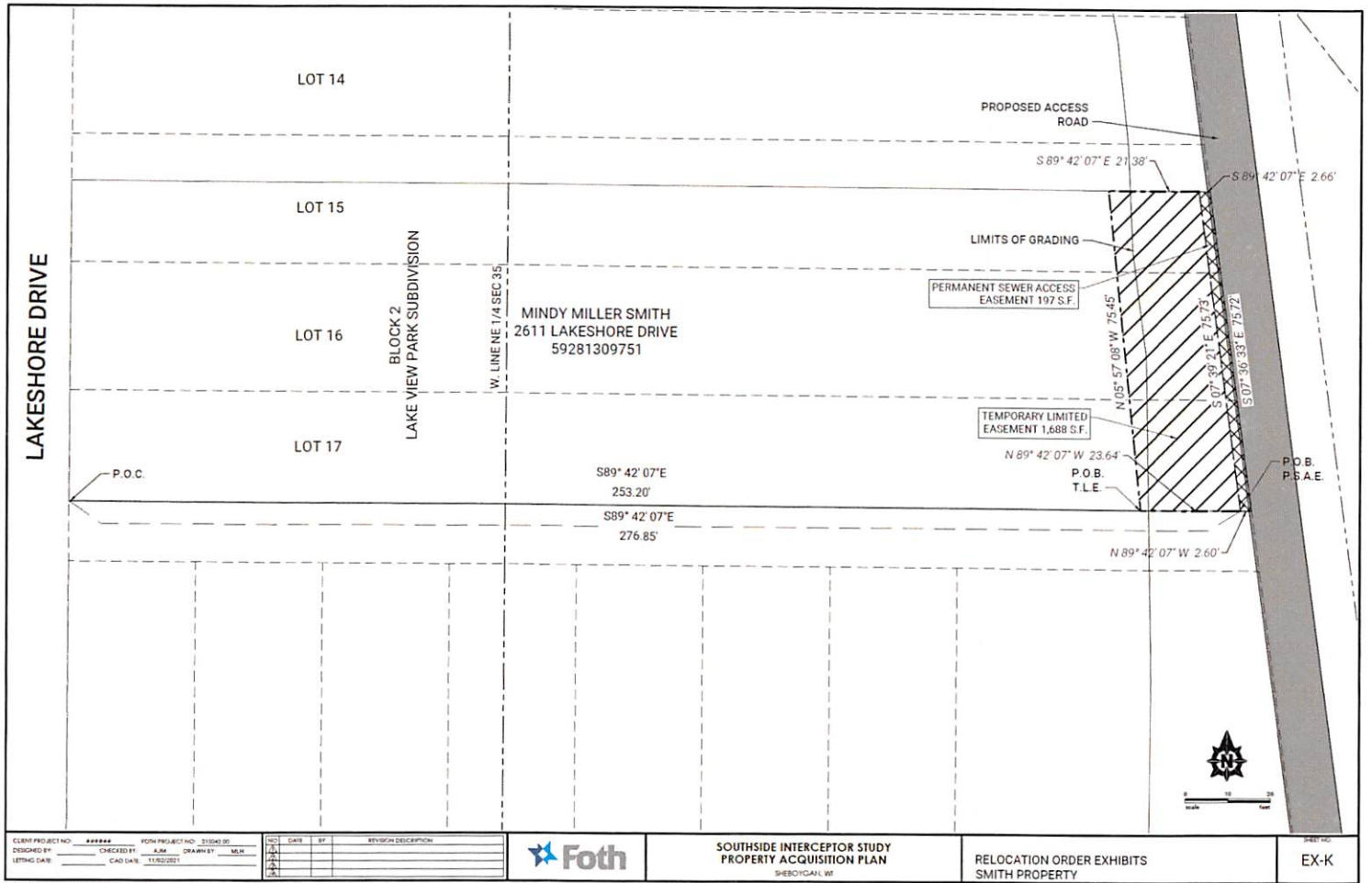
Commencing at the Northwest corner of Lot 23, Block 2, Lake View Park Subdivision; Thence South 89° 42' 07" East 102.54 feet along the North line of said Lot 23, Lot 24 and Lot 25 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 26.27 feet along the North line of said Lot 25; Thence South 07°39'21" East 141.36 feet to the South line of Lot 25, Block 2, said point being on the North right of way line of Humboldt Avenue; Thence North 89°42'07" West along the North line of said right of way line 45.76 feet; Thence North 00°16'10" East 140.00 feet to the point of beginning of lands being described.

Containing 5,042 Square feet (0.116 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 534 Humboldt Avenue
Tax Key No. 59281309790



Proposed Permanent sewer access easement (Smith property)

Land being a part of Lots 15, 16 and 17, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Southwest corner of Lot 17, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 276.85 feet along the said South line of to the point of beginning of the lands being described; Thence North 07°39'21" West 75.73 feet to the North line of parcel described in Doc. No. 1968327; Thence South 89°42'07" East 2.66 feet along the North line of said parcel, to the Northeast corner of parcel described in Doc. No. 1968327; Thence South 07°36'33" East 75.72 feet along the East line of said parcel to the Southeast corner of Lot 17, Block 2; Thence North 89°42'07" West 2.60 feet to the point of beginning of lands being described.

Containing 197 Square feet (0.005 Ac.) of land more or less.

Proposed Temporary limited easement (Smith property)

Land being a part of Lots 15, 16 and 17, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

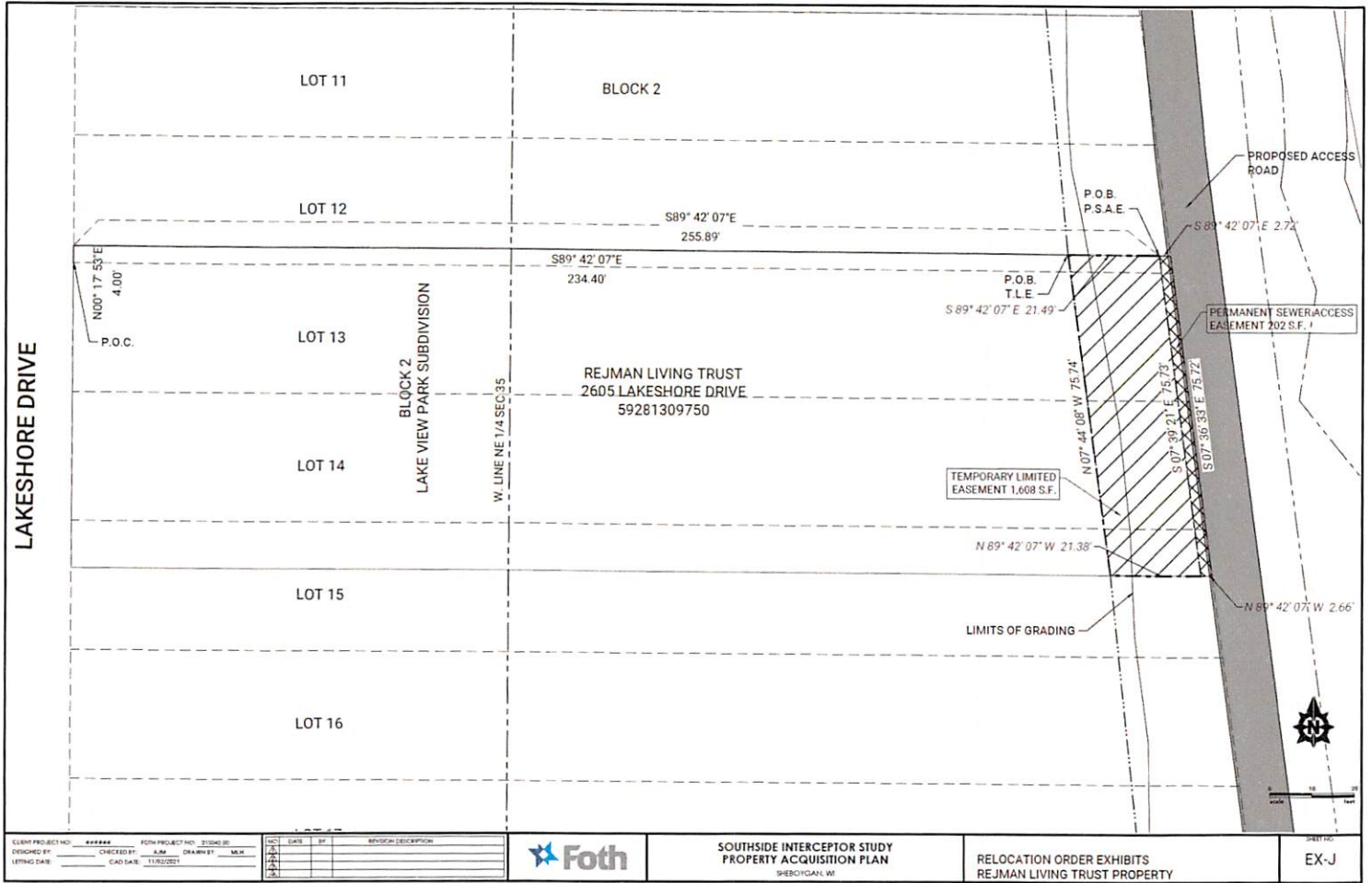
Commencing at the Southwest corner of Lot 17, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 253.20 feet along the said South line of to the point of beginning of the lands being described; Thence North 05°57'08" West 75.45 feet to the North line of parcel described in Doc. No. 1968327; Thence South 89°42'07" East 21.38 feet along said North line; Thence South 07°39'21" East 75.73 feet to the South line of Lot 17, Block 2; Thence North 89°42'07" West 23.64 feet to the point of beginning of lands being described.

Containing 1,688 Square feet (0.039 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2611 Lakeshore Drive
Tax Key No. 59281309751



Proposed Permanent sewer access easement (Rejman Living Trust property)

Land being a part of Lots 12, 13, 14 and 15, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 13, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence North 00°17'53" East 4.00 feet along the said right of way line to the Northwest corner of parcel described in Doc. No. 2013413; Thence South 89° 42' 07" East 255.89 feet along the North line of said parcel to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 2.72 feet along said North line to the Northeast of corner of said parcel; Thence South 07°36'33" East along the East line of Block 2 a distance of 75.72 feet to the Southeast corner of parcel described in Doc. No. 2013413; Thence North 89°42'07" West along the South line of said parcel 2.66 feet; Thence North 07°39'21" West 75.73 feet to the point of beginning of lands being described.

Containing 202 Square feet (0.005 Ac.) of land more or less.

Proposed Temporary limited easement (Rejman Living Trust property)

Land being a part of Lots 12, 13, 14 and 15, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

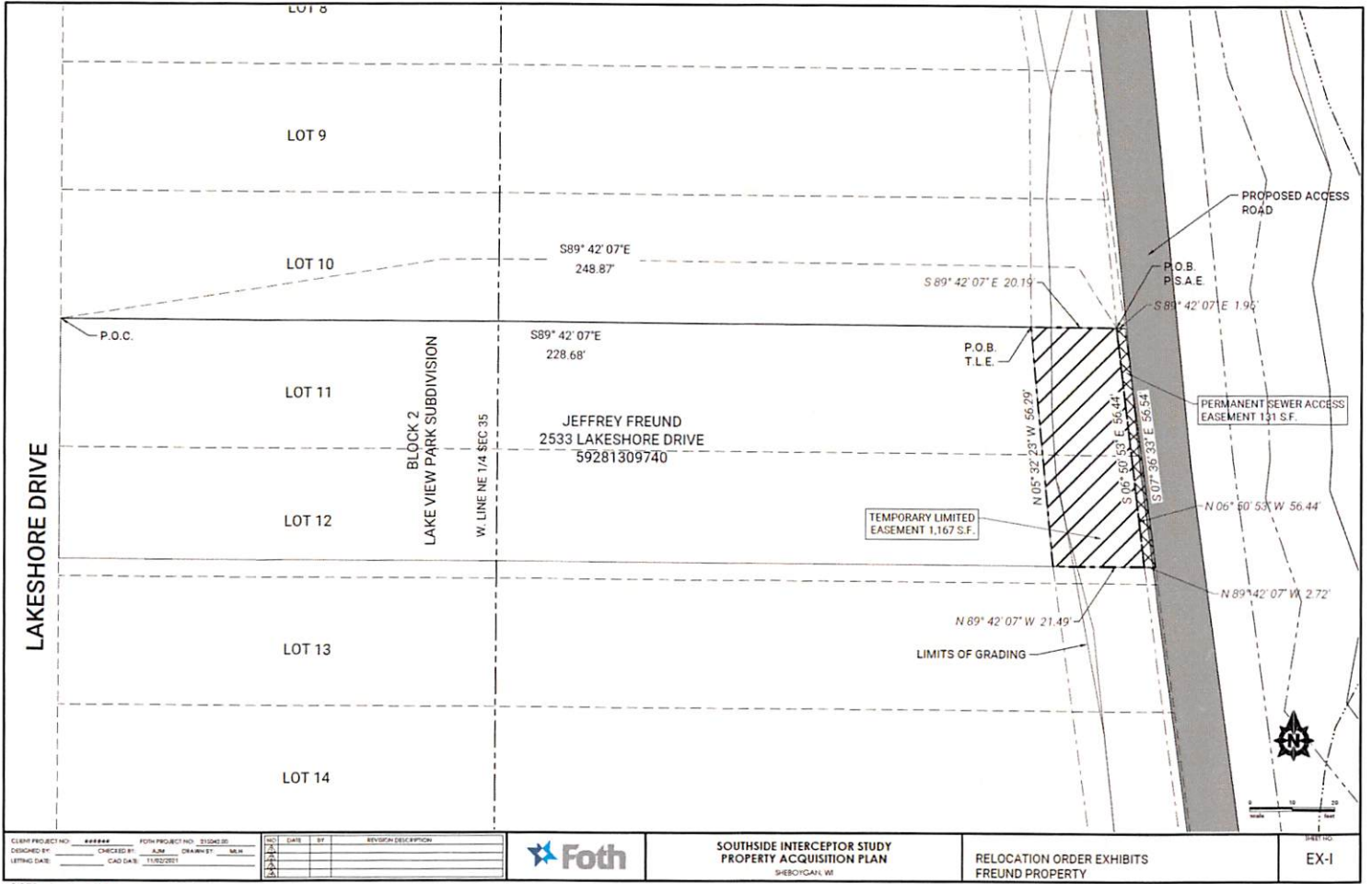
Commencing at the Northwest corner of Lot 13, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence North 00°17'53" East 4.00 feet along the said right of way line to the Northwest corner of parcel described in Doc. No. 2013413; Thence South 89° 42' 07" East 234.40 feet along the North line of said parcel to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 21.49 feet along said North line; Thence South 07°39'21" East 75.73 feet to the South line of parcel described in Doc. No. 2013413; Thence North 89°42'07" West along the South line of said parcel 21.38 feet; Thence North 07°44'08" West 75.74 feet to the point of beginning of lands being described.

Containing 1,608 Square feet (0.037 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2605 Lakeshore Drive
Tax Key No. 59281309750



Proposed Permanent sewer access easement (Freund property)

Land being a part of Lots 11 and 12, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 11, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 248.87 feet along the North line of said Lot 11 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 1.96 feet along North line of said Lot 11, to the Northeast corner of said Lot 11; Thence South 07°36'33" East along the East line of Block 2 a distance of 56.54 feet to the Southeast corner of property described in Doc. No. 2109715; Thence North 89°42'07" West along the South line of said property 2.72 feet; Thence North 06°50'53" West 56.44 feet to the point of beginning of lands being described.

Containing 131 Square feet (0.003 Ac.) of land more or less.

Proposed Temporary limited easement (Freund property)

Land being a part of Lots 11 and 12, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

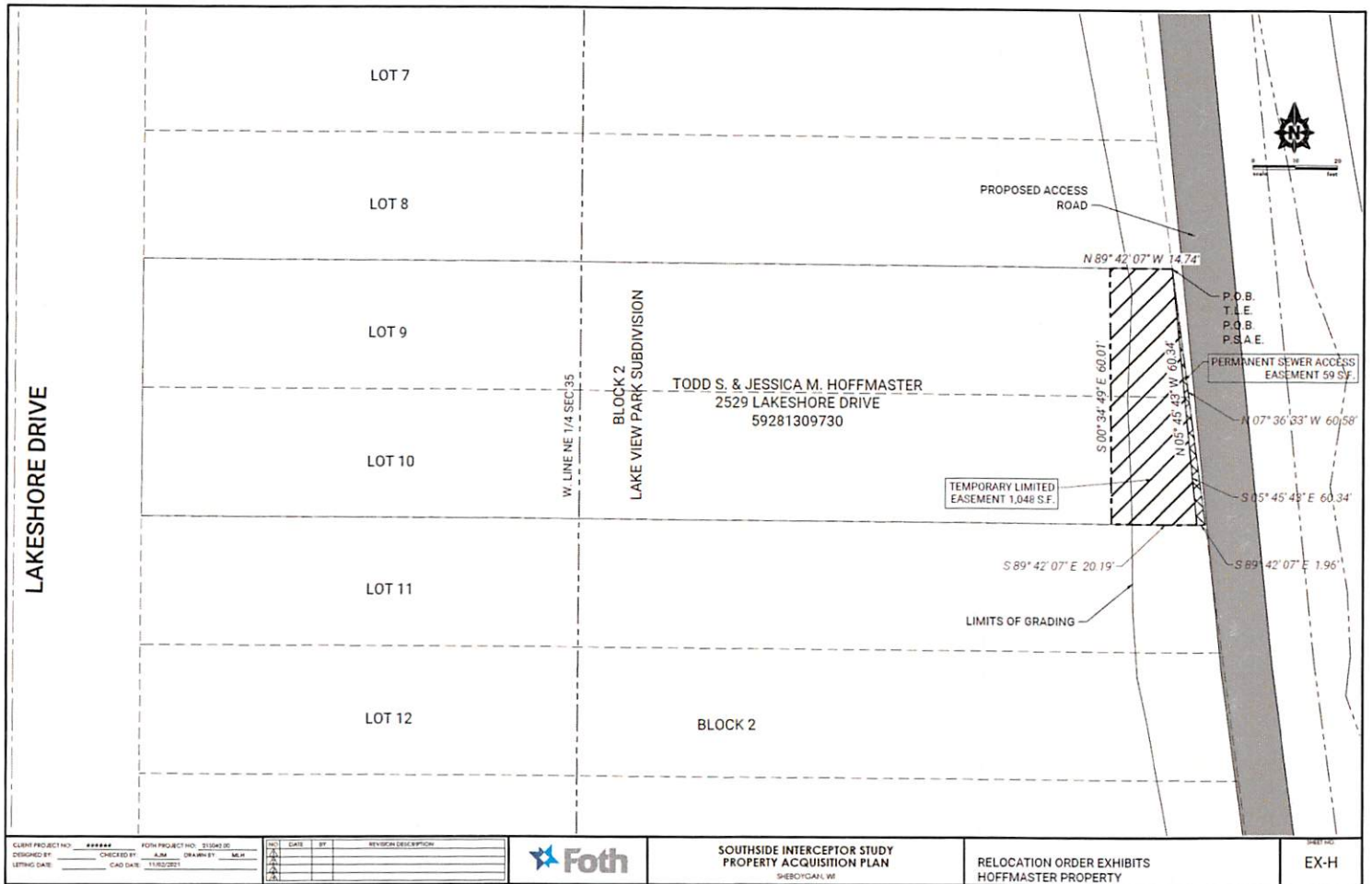
Commencing at the Northwest corner of Lot 11, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 228.68 feet along the North line of said Lot 11 to the point of beginning of the lands being described; Thence continuing South 89° 42' 07" East 20.19 feet along North line of said Lot 11; Thence South 06° 50' 53" East 56.44 feet to the South line of property described in Doc. No. 2109715; Thence North 89°42'07" West along the South line of said property 21.49 feet; Thence North 05° 32' 23" West 56.29 feet to the point of beginning of lands being described.

Containing 1,167 Square feet (0.027 Ac.) of land more or less.

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2533 Lakeshore Drive
Tax Key No. 59281309740



Proposed Permanent sewer access easement (Hoffmaster property)

Land being a part of Lots 9 and 10, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Beginning at the Northeast corner of Lot 9, Block 2, Lake View Park Subdivision; Thence South 05°45'43" East 60.34 feet to the South line of Lot 10; Thence South 89°42'07" East along said South line 1.96 feet, to the Southeast corner of said Lot 10; Thence North 07°36'33" West 60.58 feet along the East line of Block 2 to the point of beginning of lands being described.

Containing 59 Square feet (0.001 Ac.) of land more or less.

Proposed Temporary limited easement (Hoffmaster property)

Land being a part of Lots 9 and 10, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

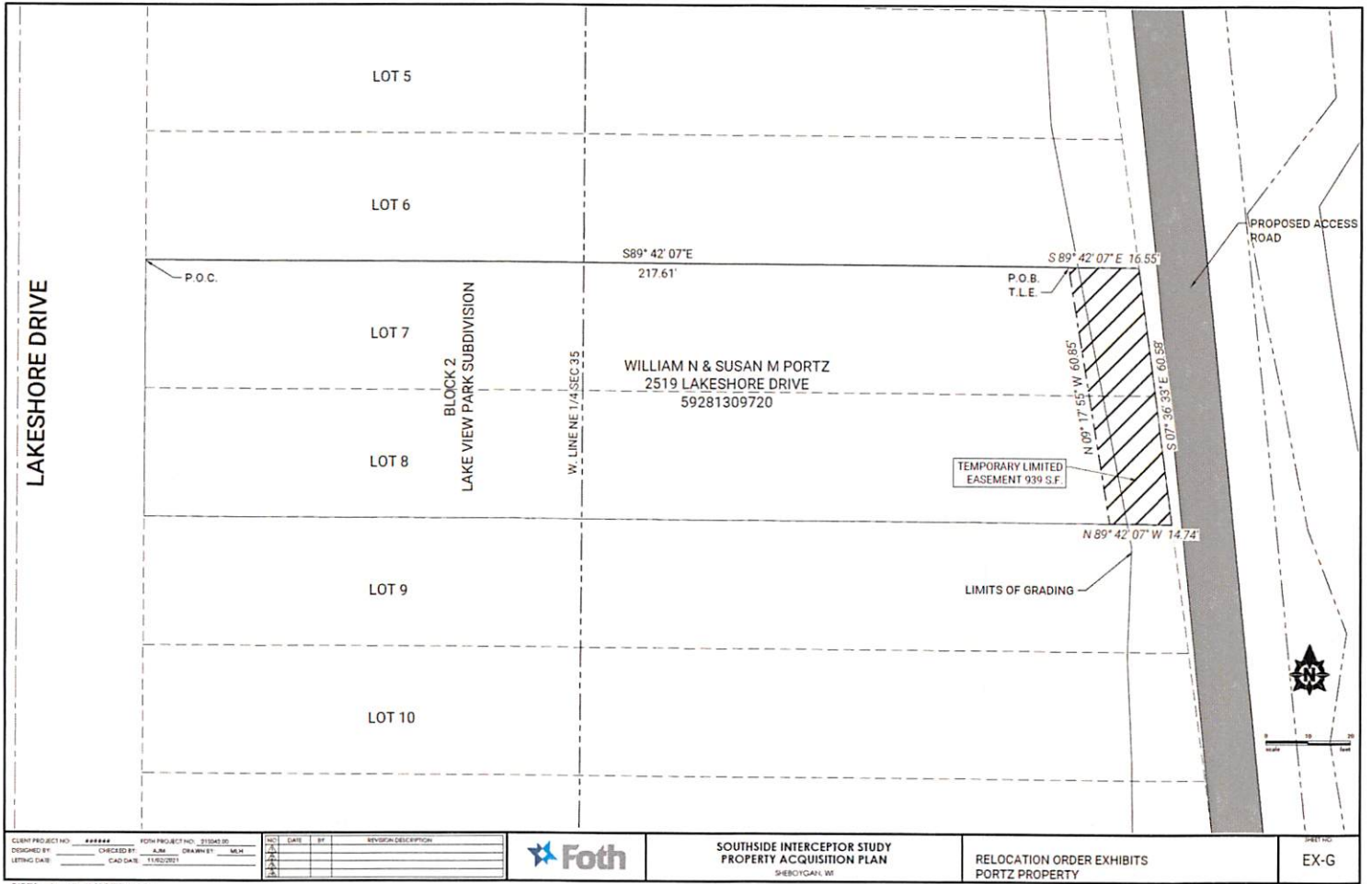
Beginning at the Northeast corner of Lot 9, Block 2, Lake View Park Subdivision; Thence North 89°42'07" West 14.74 feet along the North line of said Lot 9; Thence South 00°34'49" East 60.01 feet to the South line of Lot 10; Thence South 89°42'07" East along said South line 20.19 feet; Thence North 05°45'43" West 60.34 feet to the point of beginning of lands being described.

Containing 1,048 Square feet (0.024 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2529 Lakeshore Drive
Tax Key No. 59281309730



Proposed Temporary limited easement (Portz property)

Land being a part of Lots 7 and 8, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

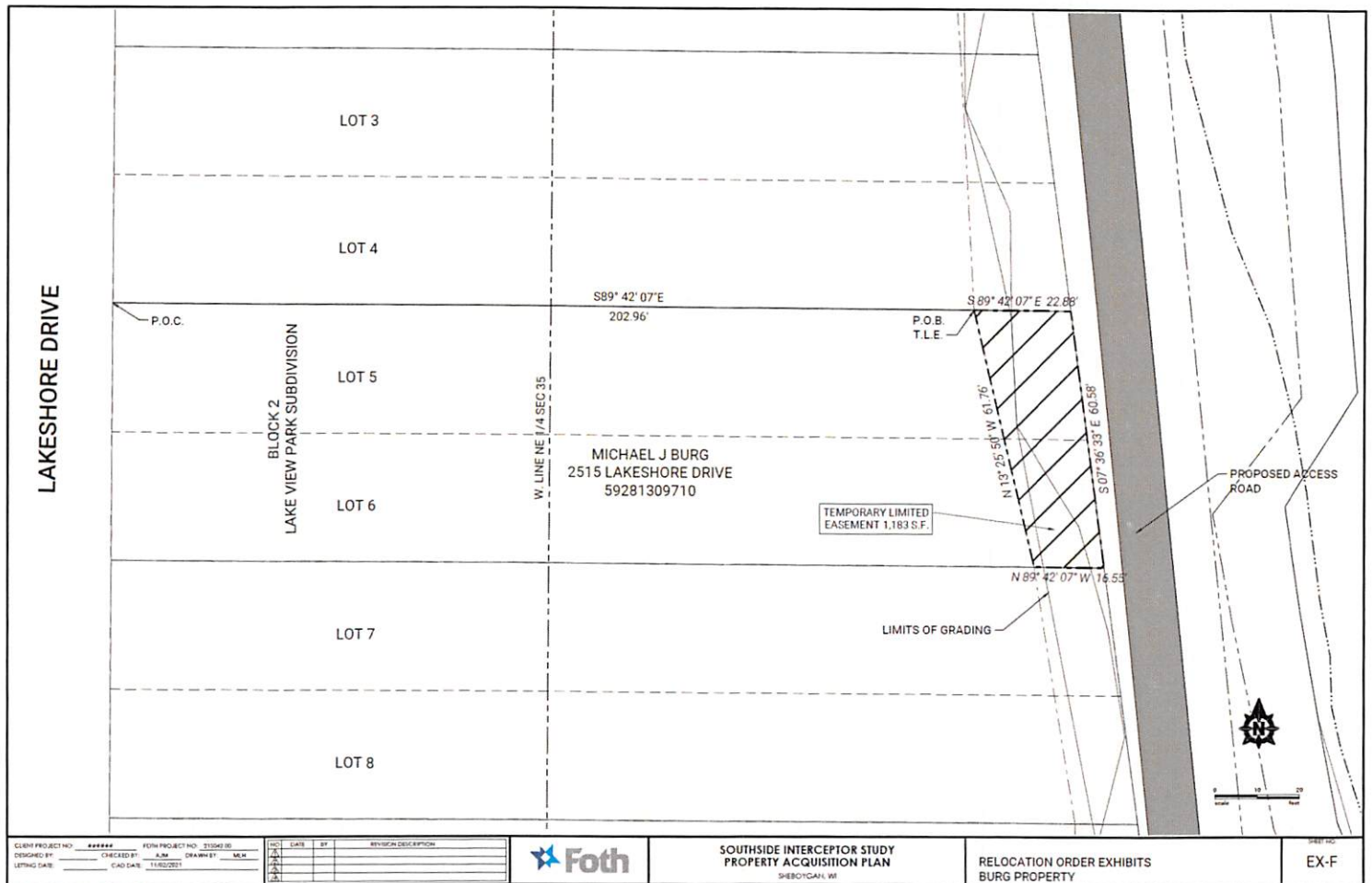
Commencing at the Northwest corner of Lot 7, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 217.61 feet along the North line of said Lot 7 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East along said North line 16.55 feet, to the Northeast corner of said Lot 7; Thence South 07°36'33" East along the East line of Block 2 a distance of 60.58 feet to the Southeast corner of said Lot 8; Thence North 89°42'07" West along the South line of said Lot 8 a distance of 14.74 feet; Thence North 09°17'55" West 60.85 feet to the point of beginning of lands being described.

Containing 939 Square feet (0.022 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2519 Lakeshore Drive
Tax Key No. 59281309720



Proposed Temporary limited easement (Burg property)

Land being a part of Lots 5 and 6, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

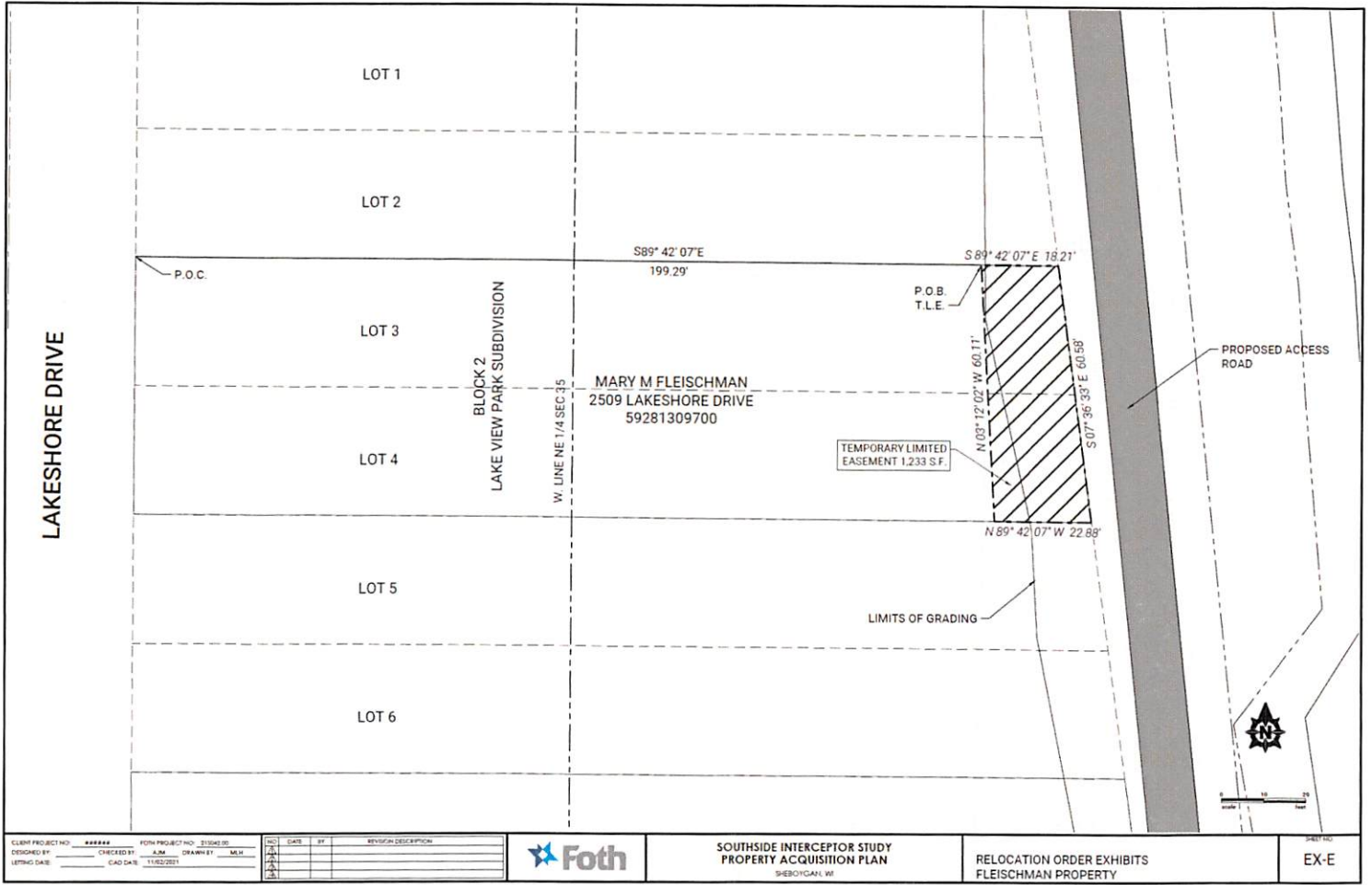
Commencing at the Northwest corner of Lot 5, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 202.96 feet along North line of said Lot 5 to point of beginning of lands being described; Thence South 89° 42' 07" East 22.88 feet along North line of said Lot 5; Thence South 07° 36' 33" East along East line of Block 2 a distance of 60.58 feet to the Southeast corner of said Lot 6; Thence North 89° 42' 07" West along said South line of Lot 6 a distance of 16.55 feet; Thence North 13° 25' 50" West 61.76 feet to point of beginning of the lands being described.

Containing 1,183 Square feet (0.027 Ac.) of land more or less.

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2515 Lakeshore Drive
Tax Key No. 59281309710



Proposed Temporary limited easement (Fleischman property)

Land being a part of Lots 3 and 4, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 3, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 199.29 feet along the North line of said Lot 3 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 18.21 feet along said North line to the Northeast corner of said Lot 3; Thence South 07°36'33" East along the East line of Block 2 a distance of 60.58 feet to the Southeast corner of said Lot 4; Thence North 89°42'07" West along the South line of Lot 4 Block 2 a distance of 22.88 feet; Thence North 03°12'02" West 60.11 feet to the point of beginning of lands being described.

Containing 1,233 Square feet (0.028 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2509 Lakeshore Drive
Tax Key No. 59281309700



Proposed Temporary limited easement (Herzog/Rejman property)

Land being a part of Lots 1 and 2, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 1, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South $89^{\circ} 42' 07''$ East 194.24 feet along the North line of said Lot 1 to the point of beginning of the lands being described; Thence continuing South $89^{\circ} 42' 07''$ East 14.93 feet along said North line to the Northeast corner of said Lot 1; Thence South $07^{\circ} 36' 33''$ East along the East line of Block 2, a distance of 60.58 feet to the Southeast corner of said Lot 2; Thence North $89^{\circ} 42' 07''$ West along the South line of said Lot 2, a distance of 18.21 feet; Thence North $04^{\circ} 30' 38''$ West 60.21 feet to the point of beginning of lands being described.

Containing 994 Square feet (0.023 Ac.) of land more or less.

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2503 Lakeshore Drive
Tax Key No. 59281309690



Proposed Temporary limited easement (Beeck property)

Land being a part of Lots 6 and 7, Block 1, Lake View Park Subdivision, Being a part of the the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

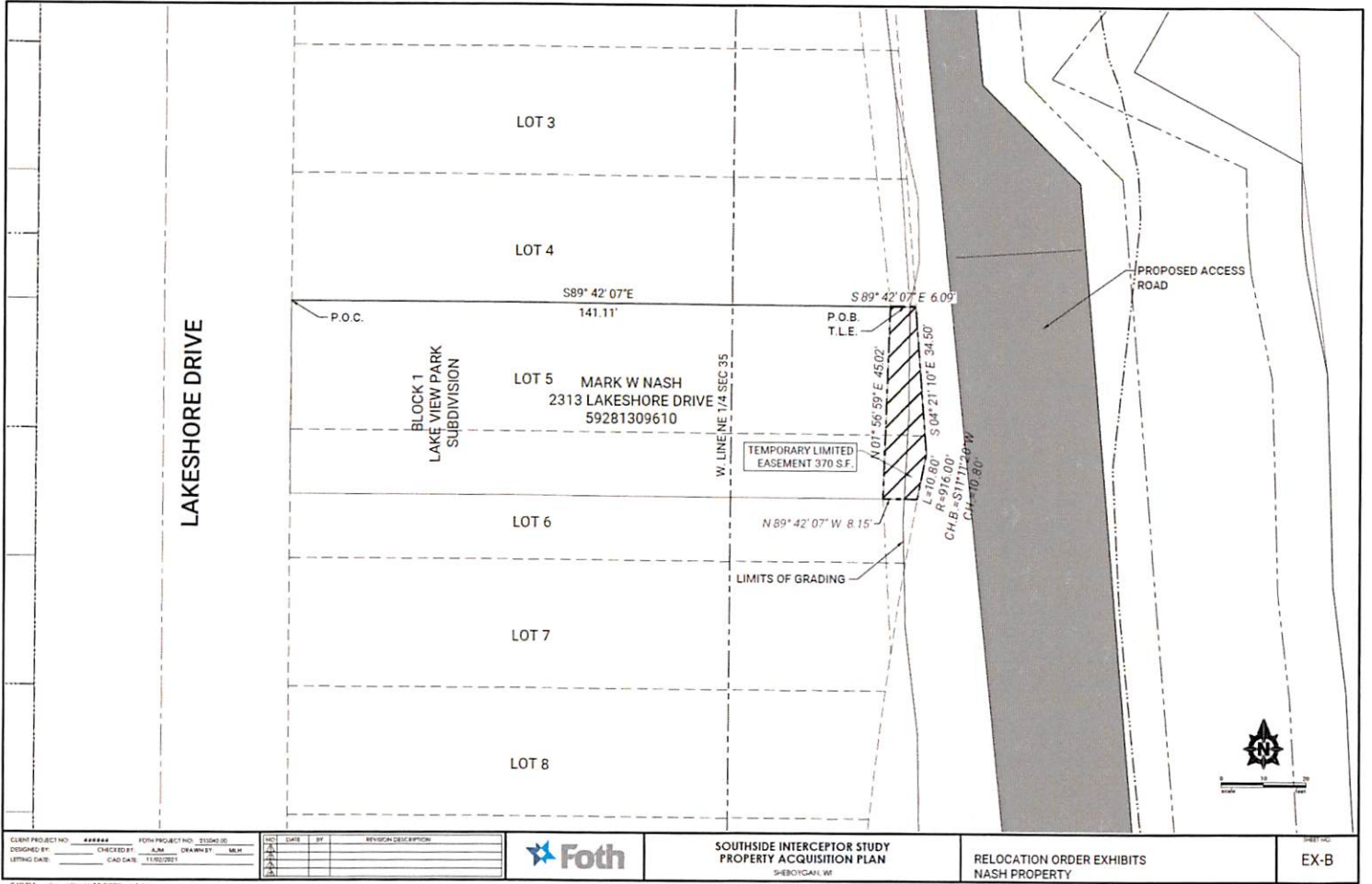
Commencing at the Southwest corner of Lot 6, Block 1, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence North $00^{\circ} 17' 53''$ East along said East right of way line of Lakeshore Drive 15.00 feet, to the Northwest corner of property described in Doc. No. 1090128; Thence South $89^{\circ} 42' 07''$ East 139.81 feet along the North line of said property to the point of beginning of the lands being described; Thence continuing South $89^{\circ} 42' 07''$ East along said North line 8.15 feet to the North East corner of property described in Doc. No. 1090128; Thence Southerly 36.74 feet along East line of said parcel and the arc of curve bearing to the left, having chord bearing and distance of South $09^{\circ} 42' 07''$ West, 36.74 feet, and a radius of 916.00 feet ; Thence North $03^{\circ} 05' 04''$ West 36.31 feet to the point of beginning of lands being described.

Containing 143 Square feet (0.003 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2321 Lakeshore Drive
Tax Key No. 59281309620



Proposed Temporary limited easement (Nash property)

Land being a part of Lots 5 and 6, Block 1, Lake View Park Subdivision, being part of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 5, Block 1, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South $89^{\circ} 42' 07''$ East 141.11 feet along the North line of said Lot 5 to the point of beginning of the lands being described; Thence continuing South $89^{\circ} 42' 07''$ East along said North line of 6.09 feet, to the North East corner of said Lot 5; Thence South $04^{\circ} 21' 10''$ East 34.50 feet along the East line of Block 1; Thence Southerly 10.80 feet along the East line of parcel described in Doc. No. 1832630 and the arc of curve bearing to the left, having chord bearing and distance of South $11^{\circ} 11' 20''$ West, 10.80 feet, and a radius of 916.00 feet; Thence North $89^{\circ} 42' 07''$ West 8.15 feet along the South line of said parcel; Thence North $01^{\circ} 56' 59''$ East 45.02 feet to the point of beginning of lands being described.

Containing 370 Square feet (0.008 Ac.) of land more or less.

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2313 Lakeshore Drive
Tax Key No. 59281309610



Proposed Temporary limited easement (Brody/Logan property)

Land being a part of Lots 1, 2, 3 and 4, Block 1, Lake View Park Subdivision, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

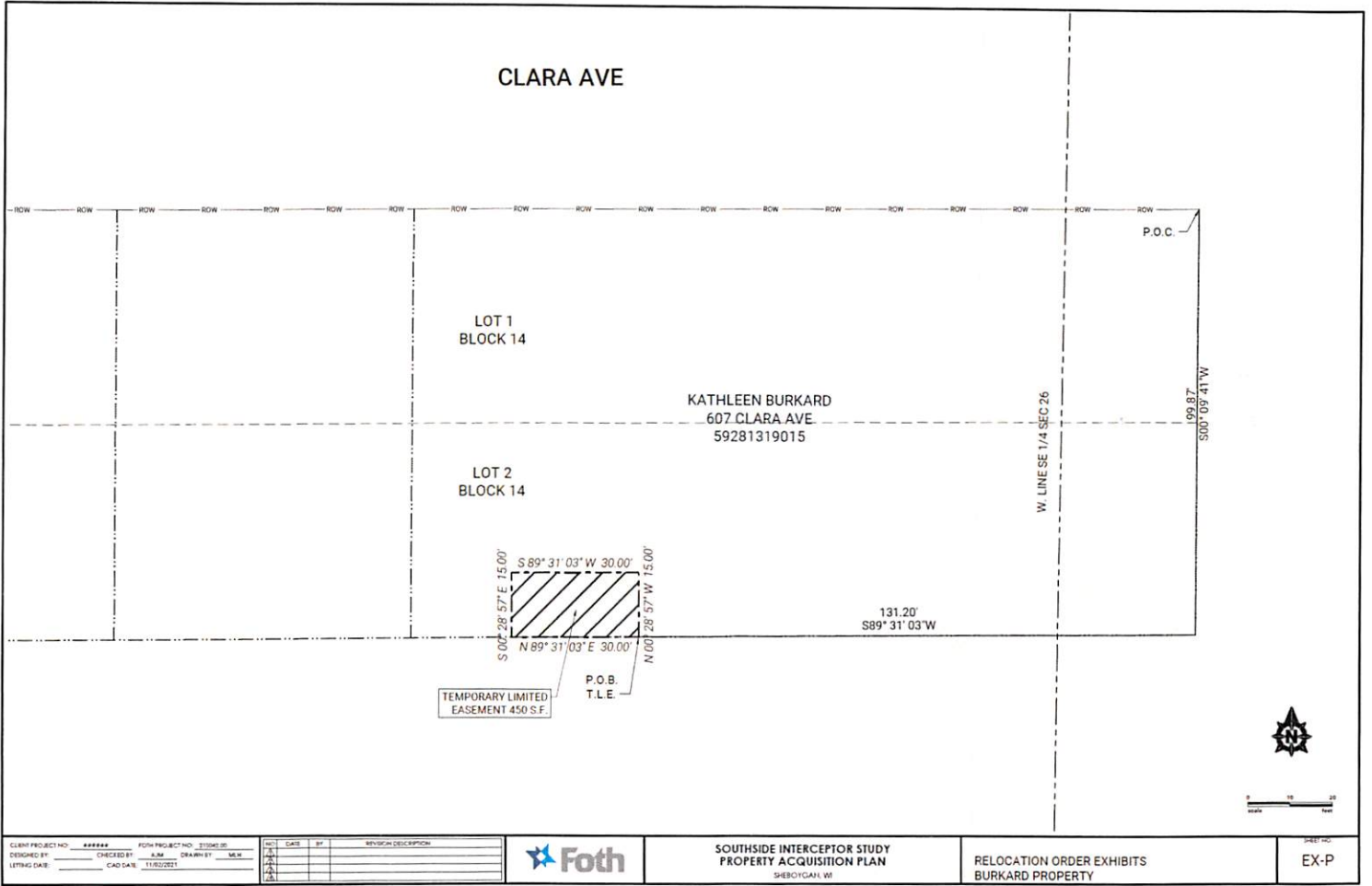
Commencing at the Northwest corner of Lot 1, Block 1, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South $89^{\circ} 42' 07''$ East 127.06 feet along the North line of said Lot 1 to the point of beginning of the lands being described; Thence continuing South $89^{\circ} 42' 07''$ East along said North line 10.38 feet, to the Northeast corner of said Lot 1; Thence South $04^{\circ} 21' 10''$ East 120.40 feet on the East line of Block 1 to the Southeast corner of Lot 4; Thence North $89^{\circ} 42' 07''$ West 6.09 feet along South line of said Lot 4; Thence North $06^{\circ} 22' 47''$ West 120.82 feet to the point of beginning of lands being described.

Containing 988 Square feet (0.023 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2305 Lakeshore Drive
Tax Key No. 59281309600



Proposed Temporary limited easement (Burkard property)

Land being a part of Lot 2, Block 14, in South Side Land Company's Addition, Being a part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northeast corner of Lot 1, Block 14, South Side Land Company's Addition, said point being on the South right of way line of Clara Avenue; Thence South 00° 09' 41" West along the East property line of said Lot 1 a distance of 99.87 feet to the South line of said Lot 2; Thence South 89° 31' 03" West along said South line 131.20 feet to the point of beginning of the land hereinafter described; Thence North 00° 28' 57" West 15.00 feet; Thence South 89° 31' 03" West, 30.00 feet; Thence South 00° 28' 57" East 15.00 feet; Thence North 89° 31' 03" East 30.00 feet to the point of beginning of lands being described.

Containing 450 Square feet (0.01 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 607 Clara Ave
Tax Key No. 59281319015

VIII

R. C. No. 223 - 21 - 22. By PUBLIC WORKS COMMITTEE. February 21, 2022.

Your Committee to whom was referred Res. No. 136-21-22 by Alderpersons Dekker and Perrella authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 136 - 21 - 22. By Alderpersons Dekker and Perrella.
February 7, 2022.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2022 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the City of Sheboygan.

Dean Dekker
Mayor Perrella

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of tillable land located within certain agricultural property described as follows:

59281470988	S 1/2 OF S.W. S.W., Sec. 10	59281-470988/470989/ 472509 & 472510 Parcel Ident. No.
59281470989	S 1/2 of S.E. S.W., Sec. 10	
59281472509	W 1/2 of N.W. S.E., Sec. 10	
59281472510	N 1/2 of W 1/2 of S.W. S.E., Sec. 10	

All in T.14N., R.23E., City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2022 through December 31, 2022.

3. That the total rental rate for this parcel of land for 2022 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2022.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of _____, 2022.

LESSEE

BY: _____
David L. Gartman

Dated this ____ day of _____, 2022.

CITY OF SHEBOYGAN (LESSOR)

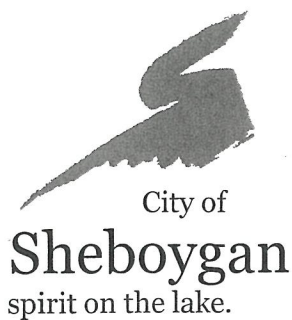
BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2022.

Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No.
____-21-22.



March 25, 2022

Mr. David L. Gartman
5509 Moenning Road
Sheboygan, WI 53081

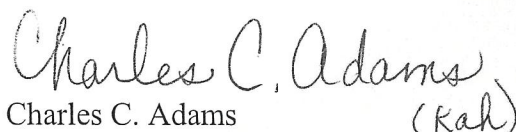
Re: Lease of the Former Poth Property

Dear Mr. Gartman:

Enclosed please find a fully executed copy of the Lease Agreement for lease of the approximately 30 acres of agricultural land on the former Poth property for 2022.

Should you have any questions, please feel free to contact me.

Sincerely,


Charles C. Adams
CITY ATTORNEY

CCA/kah
Enclosure

cc: Deputy Finance Director Jessica Huss (w/enc.) via email
City Clerk Meredith DeBruin (w/enc.) via email
(authorized by Res. No. 136-21-22)

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

FILE COPY

LEASE AGREEMENT

THIS AGREEMENT, made this 18 day of March, 2022, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "LESSEE."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the LESSOR does hereby lease and let unto the LESSEE approximately 30 acres of tillable land located within certain agricultural property described as follows:

59281470988 S 1/2 OF S.W. S.W., Sec. 10

59281-470988/470989/

59281470989 S 1/2 of S.E. S.W., Sec. 10

472509 & 472510
Parcel Ident. No.

59281472509 W 1/2 of N.W. S.E., Sec. 10

59281472510 N 1/2 of W 1/2 of S.W. S.E., Sec. 10

All in T.14N., R.23E., City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2022 through December 31, 2022.

3. That the total rental rate for this parcel of land for 2022 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2022.

4. That the LESSEE shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the LESSEE agrees that the LESSOR may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the LESSEE shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. LESSEE shall have no right or interest in the renewal of this lease agreement.

Dated this 16 day of March, 2022.

LESSEE

BY: David L. Gartman
David L. Gartman

Dated this 18 day of March, 2022.

CITY OF SHEBOYGAN (LESSOR)

BY: Ryan Sorenson
Ryan Sorenson
Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin
City Clerk

Examined and Approved as to
Form and Execution this 18
day of March, 2022.

Charles C. Adams
Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No.
136-21-22.

VIII

R. C. No. 215 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
February 21, 2022.

Your Committee to whom was referred Res. No. 138-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to General Obligation Promissory Notes; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

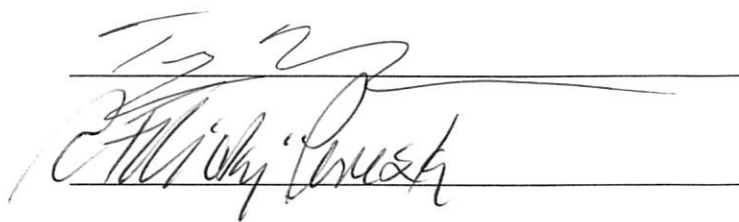
Item 22.

Res. No. 138 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 7, 2022.

A RESOLUTION authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to General Obligation Promissory Notes.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of \$2,215,000 in General Obligation Promissory Notes, Series 2022A.

FAP



Timothy Peneski

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Tampa
Tucson
Washington, D.C.

February 4, 2022

VIA EMAIL

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of \$2,215,000 City of Sheboygan (the "City") General Obligation Promissory Notes, Series 2022A (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond

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Ms. Meredith DeBruin
February 4, 2022
Page 2

counsel opinion described below. While we will represent the City in this engagement, as stated above, as bond counsel our primary responsibility is to render an objective independent legal opinion with respect to the issuance and authorization of the Securities.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Ms. Meredith DeBruin
February 4, 2022
Page 3

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

Ms. Meredith DeBruin
February 4, 2022
Page 4

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$12,000. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Ms. Meredith DeBruin
February 4, 2022
Page 5

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

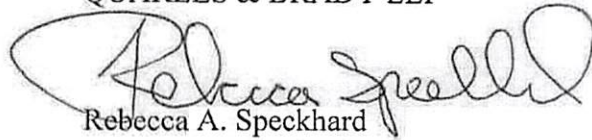
If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Meredith DeBruin
February 4, 2022
Page 6

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:SMW:bea

cc: Mr. Todd Wolf (via email)
Ms. Kaitlyn Krueger (via email)
Ms. Melissa Clevenger (via email)
Charles C. Adams, Esq. (via email)
Thomas Cameron, Esq. (via email)
Mr. Philip L. Cosson (via email)
Ms. Kathy Myers (via email)
Mr. David Ferris (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____
Title

Date: _____

QB\72355957.1



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Tampa
Tucson
Washington, D.C.

February 4, 2022

VIA EMAIL

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of \$2,215,000 City of Sheboygan (the "City") General Obligation Promissory Notes, Series 2022A (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

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Ms. Meredith DeBruin
February 4, 2022
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Ms. Meredith DeBruin
February 4, 2022
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Ms. Meredith DeBruin
February 4, 2022
Page 4

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Ms. Meredith DeBruin
February 4, 2022
Page 5

City Responsibilities

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Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

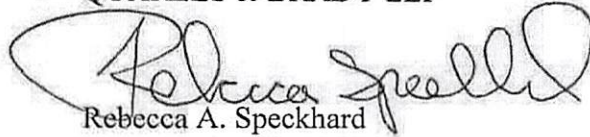
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Ms. Meredith DeBruin
February 4, 2022
Page 6

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP


Rebecca A. Speckhard

RAS:SMW:bea

cc: Mr. Todd Wolf (via email)
Ms. Kaitlyn Krueger (via email)
Ms. Melissa Clevenger (via email)
Charles C. Adams, Esq. (via email)
Thomas Cameron, Esq. (via email)
Mr. Philip L. Cosson (via email)
Ms. Kathy Myers (via email)
Mr. David Ferris (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: Meredith DeBruin

Its: City Clerk
Title

Date: 2-28-2022

VII

R. C. No. 2021-22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
February 21, 2022.

At its meeting on February 16, 2022, your Committee voted to recommend that the Common Council grant Alc. Bev. Lic. No. 3515-Dog House (Scott A. Wachowski, Agent) an extension until April 18, 2022 to open for business.

Scott A. Wachowski appeared before the committee and explained that they have not yet opened for business due to delays in completing the plumbing, but all of the work is now done and they should be able to open soon.

Your committee recommends that the common council grant an extension to Dog House under the continuation of business ordinance until April 18, 2022.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 126 - 21 - 22. By DIRECTOR OF PLANNING AND DEVELOPMENT.
February 21, 2022

Submitting a communication from Chad Pelishek, Director of Planning and Development, providing additional information related to the purchase of Jakum Hall at 2601 N. 15th Street by the City of Sheboygan.

On December 6, 2022, the Common Council approved the purchase of the 2601 N. 15th Street (Jakum Hall) for future use by the City. The source of funding for this purchase is the American Rescue Plan Act (ARPA) dollars the City received from the U.S. Treasury.

The Act allows the use of these funds for affordable housing in qualified census tracts or areas adjacent to and/or serving qualified census tracts. Jakum Hall at 2601 N. 15th Street is not in a qualified census tract, but is located in an adjacent qualified census tract. The City's acquisition of this vacant, blighted property is to demolish the current buildings and market the site for new affordable housing that can serve businesses in the adjacent neighborhood as well provide housing for employees in the qualified census tract 5.

The reason this property was selected is because census tract 2.01/2.02 are considered Low to Moderate Income (LMI) census tracts under HUD's definition and because it is over an acre site located in the heart of the city.

The City intends to use ARPA funds for the demolition of the buildings once the property acquisition occurs. The City will follow all required ARPA rules and regulations related to the purchase and demolition of the current buildings.

Director of Planning & Development

R. O. No. 129 - 21 - 22. By CITY PLAN COMMISSION. February 21, 2022.

Your Commission to whom was referred Gen. Ord. No. 38-21-22 by Alderperson Savaglio annexing territory from the Town of Sheboygan to the City of Sheboygan, Wisconsin; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 15, 2022, and after due consideration, recommends receiving the R. O. and adopting the Ordinance.

CITY PLAN COMMISSION

Gen. Ord. No. 38 - 21 - 22. By Alderperson Savaglio. February 7, 2022.

AN ORDINANCE annexing territory from the Town of Sheboygan to the City of Sheboygan, Wisconsin.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. In accordance with § 66.0217 of the Wisconsin Statutes and a petition for direct annexation filed with the City Clerk on the 23rd day of June, 2021, signed by the owners of the real property in the area in which no electors reside, along with an updated description of the real property which makes corrections to the description requested by the Department of Administration and adding adjacent public right-of way so as to regularize the boundary; the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan:

Part of Northeast 1/4 and the Northwest 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows; Commencing at the Southwest corner of the Northeast 1/4 of said Section 28; thence North 89°32'28" East along the South line of said Northeast 1/4 a distance of 628.85 feet to a point; thence North 00°31'23" East 593.40 feet to a point in the North line of Lower Falls Road also the Southeast corner of Lot 1 of Certified Survey Map Doc. No. 2024388 and the point of beginning of lands described hereinafter; thence Southeasterly 259.17 feet along said North line and arc of a curve, whose center lies to the Northeast, whose radius is 2684.57 feet, and whose chord bears South 74°29'22" East 259.07 feet to a point in the centerline of Sheboygan River, said point being South 74°59'04" East 212.74 from the Meander corner; thence along said Centerline of Sheboygan River 3477 feet more or less to a point in the East line of Interstate "43", said point being South 15°01'22" East 319 feet more or less from the Southwest corner of Lot 1 Certified Survey Map Volume 15-Page 330; thence North 15°01'22" West along said East line 319 feet more or less to a point in said Southwest corner also the North line of Lower Falls Road; thence Northeasterly 326.82 feet along said North line and arc of a curve, whose center lies to the South, whose radius is 1990.08 feet, and whose chord bears North 88°00'22" East 326.45 feet to a point; thence South 87°15'59" East along said North line 238.43 feet to a point; thence South 87°14'47" East along said North line 82.89 feet to a point; thence South 62°35'03" East along said North line 112.38 feet to a point; thence North 02°43'09" East along said North line 166.76 feet to a point; thence South 87°19'45" East along said North line 280.00 feet to a point; thence South 02°43'10" West along said North line 167.00 feet to a point; thence South 87°16'45" East along said North line 85.24 feet to a point; thence North 83°04'25" East along said North line 101.44 feet to a point; thence South 87°16'42" East along said North line 61.80

feet to a point; thence North 49°34'48" East along said North line 94.70 feet to a point; thence North 06°26'18" East along said North line 35.00 feet to a point; thence South 32°06'07" East along said North line 72.93 feet to a point; thence Southeasterly 841.61 feet along said North line and arc of a curve, whose center lies to the Southwest, whose radius is 3021.17 feet, and whose chord bears South 78°28'21" East 838.89 feet to a point; thence South 70°18'42" East along said North line 510.09 feet to a point; thence South 81°37'18" East along said North line 101.98 feet to a point; thence South 70°18'42" East along said North line 155.31 feet to a point; thence Southeasterly 74.86 feet along said North line and arc of a curve, whose center lies to the Northeast, whose radius is 2684.57 feet, and whose chord bears South 70°55'30" East 74.86 feet to the point of beginning. Said lands contain 24.25 acres, more or less.

Section 2. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law, and all persons coming or residing in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

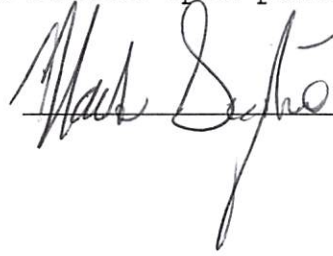
Section 3. In accordance with § 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands Planned Unit Development (PUD).

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 10th Ward, 5th Aldermanic District, of the City of Sheboygan, pending approval by the Sheboygan County Board as it relates to County Supervisory Districts.

Section 7. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect upon passage and publication as provided by law.



I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

SCALE MAP

CLIENT

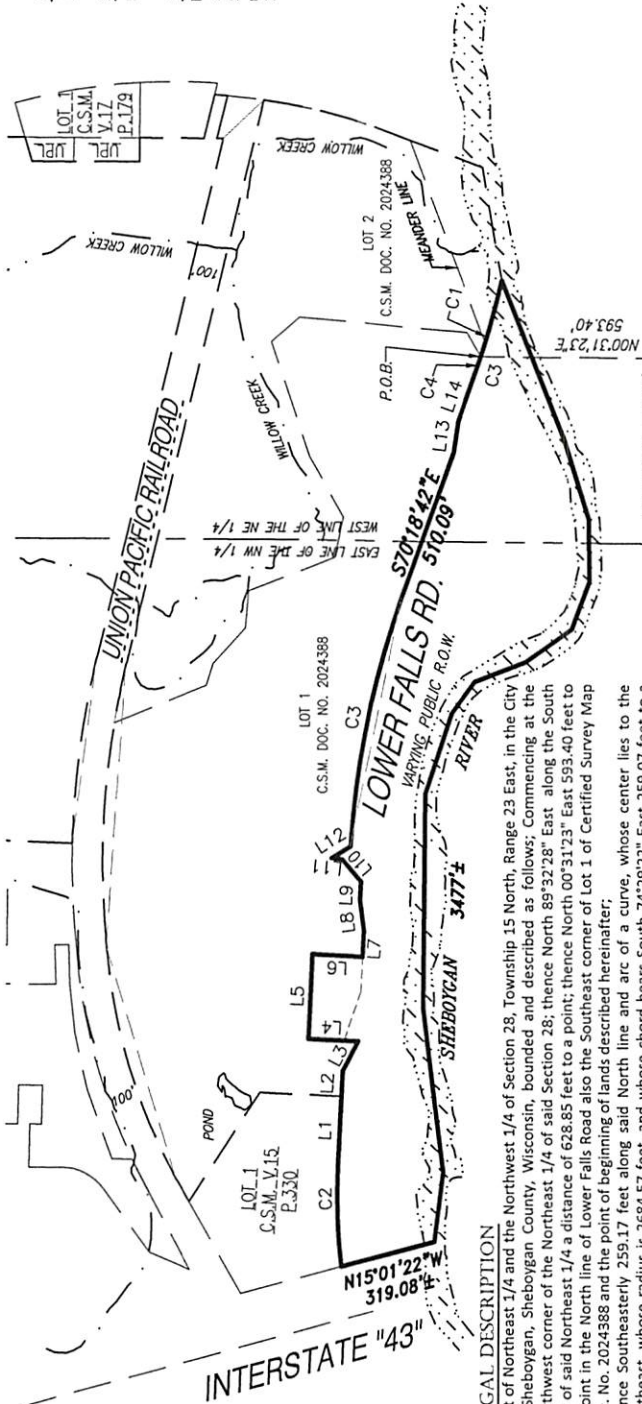
John Michael Kohler Arts Center

SITE ADDRESS

Lower Falls Road, Town of Sheboygan, Sheboygan County, Wisconsin.

BASIS OF BEARINGS

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the South line of the SW 1/4 of Section 21, Town 15 North, Range 23 East, bears N87°51'09"E, as referenced in Certified Survey Map recorded in Volume 27, Pages 215-219 as Document No. 2024388.



LINE	BEARING	DISTANCE
L1	S87°15'59"E	238.43'
L2	S87°14'47"E	82.89'
L3	S62°35'03"E	112.38'
L4	N02°43'09"E	166.76'
L5	S87°19'45"E	280.00'
L6	S02°43'10"W	167.00'
L7	S87°16'45"E	85.24'
L8	N83°04'25"E	101.44'
L9	S87°16'42"E	61.80'
L10	N49°34'48"E	94.70'
L11	N06°26'18"E	35.00'
L12	S32°06'07"E	72.93'
L13	S81°37'18"E	101.98'
L14	S70°18'42"E	155.31'

CURVE	ARC	RADIUS	DELTA ANGLE	CHORD	BEARING	CHORD
C1	259.17'	2684.56'	5°31'53"	574°29'22"E	259.07'	
C2	326.82'	1990.08'	9°24'33"	N88°00'22"E	326.45'	
C3	841.61'	3021.17'	15°57'39"	S78°28'21"E	838.89'	
C4	74.86'	2684.56'	1°35'52"	S70°55'30"E	74.86'	
C5	334.03'	2684.57'	7°07'45"	S73°41'26"E	333.81'	

LEGAL DESCRIPTION

Part of Northeast 1/4 and the Northwest 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of the Northeast 1/4 of said Section 28; thence North 89°32'28" East along the South line of said Northeast 1/4 a distance of 628.85 feet to a point; thence North 00°31'23" East 593.40 feet to a point in the North line of Lower Falls Road also the Southeast corner of Lot 1 of Certified Survey Map Doc. No. 2024388 and the point of beginning of lands described hereinafter; thence Southeastly 259.17 feet along said North line and arc of a curve, whose center lies to the Northeast, whose radius is 2684.57 feet, and whose chord bears South 74°59'04" East 212.74 feet to a point in the centerline of Sheboygan River, said point being South 74°59'04" East 212.74 feet from the Meander corner; thence along said Centerline of Sheboygan River 3477 feet more or less to a point in the East line of Interstate "43", said point being South 15°01'22" East 319 feet more or less from the Southwest corner of Lot 1 Certified Survey Map Volume 15-Page 330; thence North 15°01'22" West along said East line 319 feet more or less to a point in said Southwest corner also the North line of Lower Falls Road; thence Northeastly 326.82 feet along said North line and arc of a curve, whose center lies to the South, whose radius is 1990.08 feet, and whose chord bears North 88°00'22" East 326.45 feet to a point; thence South 87°15'59" East along said North line 238.43 feet to a point; thence South 87°14'47" East along said North line 82.89 feet to a point; thence South 62°35'03" East along said North line 112.38 feet to a point; thence North 02°43'09" East along said North line 166.76 feet to a point; thence South 87°19'45" East along said North line 280.00 feet to a point; thence South 02°43'10" West along said North line 167.00 feet to a point; thence South 87°16'45" East along said North line 85.24 feet to a point; thence North 83°04'25" East along said North line 101.44 feet to a point; thence South 87°16'42" East along said North line 61.80 feet to a point; thence North 49°34'48" East along said North line 94.70 feet to a point; thence North 06°26'18" East along said North line 35.00 feet to a point; thence South 32°06'07" East along said North line 72.93 feet to a point; thence Southeastly 841.61 feet along said North line and arc of a curve, whose center lies to the Southwest, whose radius is 3021.17 feet, and whose chord bears South 78°28'21" East 838.89 feet to a point; thence South 70°18'42" East along said North line 155.31 feet to a point; thence South 81°37'18" East along said North line 101.98 feet to a point; thence South 70°18'42" East along said North line 155.31 feet to a point; thence Southeastly 74.86 feet along said North line and arc of a curve, whose center lies to the Northeast, whose radius is 2684.57 feet, and whose chord bears South 70°55'30" East 74.86 feet to the point of beginning.

Said lands contain 24.25 acres, more or less.

CHAPUT
LAND SURVEYS
284 W. Field Street
Sheboygan, WI 53081
414-228-8058
www.chaputlandsurvey.com

Date: November 4, 2021
Revised: December 22, 2021
Drawing No. 2242-far

R. O. No. 127 - 21 - 22. By DIRECTOR OF PLANNING AND DEVELOPMENT.
February 21, 2022

Submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2022.

Director of Planning & Development

HARBOR CENTRE

BUSINESS IMPROVEMENT DISTRICT



February 10, 2022

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

RE: 2022 BID Allocated Funds

Dear Common Council Members,

The Harbor Centre business Improvement District requests that the City of Sheboygan release all funds collected on our behalf and those funds allocated to us for the fiscal 2022.

Thank you for your help in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Rudnick", with a long, sweeping underline.

Paul Rudnick
Board President

Compu-Tek Accounting, Inc.

Accounting and Tax Consultants

1156 Union Ave.
Sheboygan, Wisconsin 53081
(920) 457-9494

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT FINANCIAL REVIEW FOR 2021

The 2021 financial records of the Harbor Centre Business Improvement District were reviewed by Andrew Diehl, a Certified Public Accountant. The records reviewed by Mr. Diehl included, the income statement, balance sheet, and bank statements for 2021. The financial documents were reviewed by Mr. Diehl for the following purposes:

1. Confirm that check records by the Harbor Centre were consistent with what was reflected on the bank statements.
2. Confirm the income received and the expenses incurred on the income statement and balance sheet were consistent with what was on the bank statement.
3. Confirmed all check signatures were signed by an officer

After the review of the financial statements confirmed by Mr. Diehl that:

1. The checks recorded by HC were consistent with what was on the bank statements.
2. The income received and expenses incurred as shown on the year end income statement and balance sheets is what appeared on each month's bank statements
3. All checks that appeared on the bank statements were signed by an officer.

No other irregularities were noted that deserved comment, and all income and expenses were consistent with the purpose of the Harbor Centre Business Improvement District (HC) and were deemed reasonable by Mr. Diehl with no follow up needed.

Respectfully Submitted \


Andrew Diehl, CPA

Compu-Tek Accounting Inc.

R. O. No. 128 - 21 - 22. By CITY CLERK. February 21, 2022.

Submitting a communication from Harbor Café, LLC requesting an encroachment on a portion of 340/342 South Pier Drive to build an outdoor seating deck.

CityPlan

CITY CLERK

Harbor Café, LLC
342 South Pier Drive
Sheboygan, WI 53081

November 23, 2021

Mayor Ryan Sorenson
City of Sheboygan Common Council
City Hall
828 Center Avenue, Suite 300
Sheboygan, WI 53081

Dear Mayor Sorenson and the City of Sheboygan Common Council,

Thank you for approving the conditional use of my property located at 342 South Pier Drive for the establishment and operation of Harbor Café, LLC, an independent coffeehouse café.

I am writing to request your consideration for an encroachment to build an outdoor seating deck. I believe one reason Sheboygan is such a special place is the beautiful atmosphere along Lake Michigan and the Sheboygan River surrounding the South Pier District. I'm grateful to have the opportunity to open an establishment in the heart of this environment and would love to share it with all patrons and passersby. In order to fully appreciate the location, I would like to ask the Mayor's Office and the Common Council for permission and approval to build an outdoor seating deck on the north side of the 342 South Pier Drive property along the Sheboygan River.

This deck would give guests of Harbor Café scenic views and full appreciation of many significant landmarks in Sheboygan, including the Sheboygan River, the North Pier Lighthouse, the Harbor Centre Marina, the US Coast Guard Station, the Courthouse, and a unique panoramic view of the entire Downtown Sheboygan skyline, to name a few.

The deck is being designed and would be constructed by Quasius Construction. Attached you will find supporting documents of a rendering and vision of our plans.

Thank you for your time and consideration.

Sincerely,

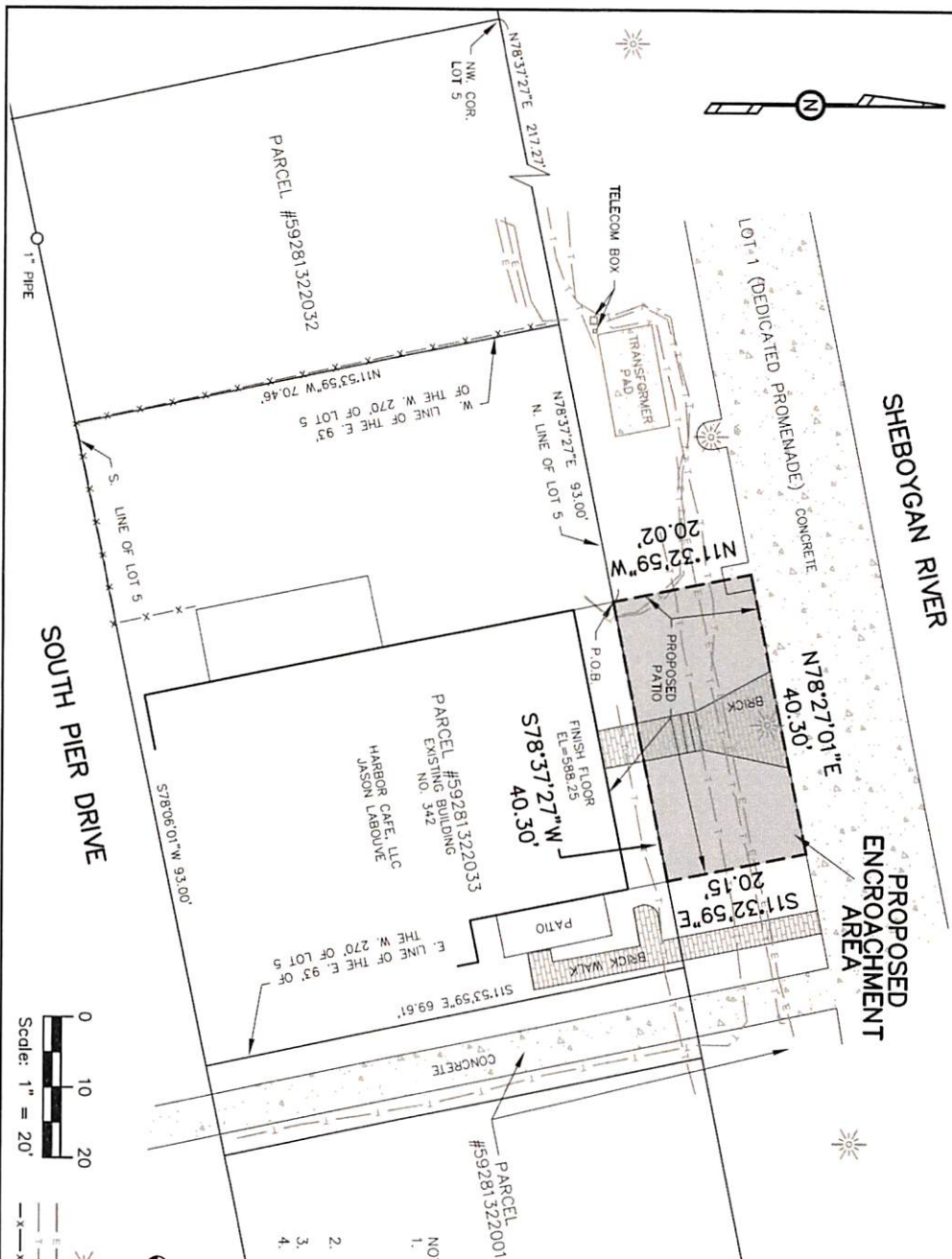


Jason LaBouve
Harbor Café, LLC
920-912-8787
jason@labouve.net

ENCROACHMENT EXHIBIT

FOR: Harbor Cafe, LLC

East 93' of the West 270' of Lot 5, South Pier Subdivision, Part of the Southeast Fraction of the Southeast 1/4 of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



Legal Description of Encroachment Area

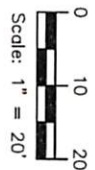
Part of Lot 1 (Dedicated Promenade) of South Pier Subdivision, located in the Southeast Fraction of the Southeast 1/4 of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Northwest Corner of Lot 5 of said Subdivision; thence N78°37'27\"/>

- NOTES:
1. UTILITY STRUCTURES VISIBLE ON THE GROUND SURFACE HAVE BEEN SHOWN PER ACTUAL MEASUREMENTS. UNDERGROUND UTILITY LINES HAVE BEEN SHOWN PER AVAILABLE RECORDS AND MARKINGS BY DIGGERS HOTLINE AND SHOULD NOT BE INTERPRETED AS THE EXACT LOCATION NOR THE ONLY UTILITIES IN THIS AREA.
 2. PARCEL MAY BE SUBJECT TO EASEMENTS AND RIGHTS NOT SHOWN THAT A COMPLETE TITLE SEARCH MAY DISCLOSE.
 3. BEARINGS ARE BASED ON SHEBOYGAN COUNTY COORDINATE SYSTEM.
 4. ELEVATIONS ARE NAVD83(GEOD12B).

LEGEND

- = County Monument
- = Iron Stake Found
- = Iron Stake Set
- = Light Pole
- = Electric Line
- = Telecom Line
- = Fence



941 Center Avenue, Suite 1
Oostburg, WI 53070
920-547-0598

CEDAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

FILE No.: 2022014 DATE: 2/8/2022 PAGE: 1 OF 1

Res. No. 143 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
February 21, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a listing contract with NEI Pfefferle to provide real estate services for City of Sheboygan industrial property within the SouthPointe Enterprise Campus and the Sheboygan Business Center.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that the window of opportunity could be small with regard to a particular potential buyer.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the appropriate City officials to enter into the attached listing contract with NAI Pfefferle for real estate services for a period of three years for City of Sheboygan industrial property.

BE IT FURTHER RESOLVED: That the terms of Res. No. 36-12-13, relating to selling policies for the Sheboygan Business Center, apply to the listing contract that is the subject of this resolution. The listing contract shall replace the "Sales Commission Memorandum of Understanding" referenced in Paragraph 1(b) of Res. No. 36-12-13, and this resolution constitutes approval of commissions earned pursuant to the listing contract, as required in Paragraph 1(h) of Res. No. 36-12-13.

*Suspend Rules
Adopt Res*

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

- 1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**
 2 ■ **PROPERTY DESCRIPTION:** Street address is: City of Sheboygan Industrial Property (See Addendum)
 3 in Section N/A in the City of Sheboygan, County of Sheboygan,
 4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.
 5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
 6 the following items: N/A
 7
 8 ■ **NOT INCLUDED IN LIST PRICE:** N/A
 9
 10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
 11 **lessor. (See lines 239-244).**
 12 ■ **LIST PRICE:** _____ Dollars (\$ See Addendum).
 13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
 14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
 15 agreements or conservation easements, (county, state or federal): N/A
 16
 17 ■ **USE VALUE ASSESSMENT:** Seller represents that ~~(all or some of the Property)~~ (none of the Property) **STRIKE ONE**
 18 has been assessed as agricultural property under use value law.
 19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
 20 N/A
 21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
 22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
 23 N/A
 24 ■ **RIGHT OF FIRST REFUSAL:** There ~~(is)~~ (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.
 25 ■ **ZONING:** Seller represents that the property is zoned: Suburban Industrial District
 26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
 27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity N/A
 28 _____; gas N/A; municipal sewer N/A;
 29 municipal water N/A; telephone N/A;
 30 cable N/A; other N/A
 31
 32 ■ **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
 33 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
 34 of this Listing. The marketing may include: email. The Firm and its agents may advertise the following
 35 special financing and incentives offered by Seller: N/A
 36 _____ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
 37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
 38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.
 39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**
 40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
 41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
 42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
 43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
 44 The following other buyers N/A
 45 _____ are excluded from this Listing until February 7, 2022
 46 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
 47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.
 48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: N/A
 49 _____ . (Exceptions if any): N/A
 50 **COMMISSION** The Firm's commission shall be See Addendum A
 51
 52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
 61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE:** If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining
 74 Property.

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 101 your transaction, unless you release the firm from this duty.
 - 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 103 Facts.
 - 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 105 that are within the scope of the agency agreement.
 - 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 109 advice is contrary to your interests.
- 110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

129

CHECK ONLY ONE OF THE THREE BELOW:

130 ☒ The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 ☐ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE:** All clients who are parties to this agency agreement consent to the selection checked above. You may
 137 modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your
 138 agency agreement the commission or fees that you may owe to your firm. If you have any questions about the
 139 commission or fees that you may owe based upon the type of agency relationship you select with your firm,
 140 you should ask your firm before signing the agency agreement.

141

SUBAGENCY

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY.** An agent can answer your questions about brokerage
 147 services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax
 148 advisor, or home inspector.

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** N/A

164

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): N/A

166

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: N/A

173

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.

203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 228 1) Significantly and adversely affecting the value of the Property;
- 229 2) Significantly reducing the structural integrity of improvements to real estate; or
- 230 3) Presenting a significant health risk to occupants of the Property.

b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by counting subsequent calendar days.

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

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

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

CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.

■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.

■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this Listing:

- 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term of this Listing;
- 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
- 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
 - b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 191-195.

NON-DISCRIMINATION Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

EARNEST MONEY If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm shall not terminate this Listing.

OCCUPANCY Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing. Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal property belonging to current tenants, sold to the buyer or left with the buyer's consent.

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

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 292 lines 293-312.

293 (1) **Personal Delivery**: giving the document or written notice personally to the party, or the party's recipient for delivery if
 294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): Chad Pelishek

296 Firm's recipient for delivery (optional): Dane Checokolinski

297 N/A (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

298 Seller: (N/A) N/A Firm: (N/A) N/A

299 N/A (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
 300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
 301 296, for delivery to the party's delivery address at line 305 or 306.

302 N/A (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
 304 305 or 306.

305 Delivery address for Seller: N/A

306 Delivery address for Firm: N/A

307 ☒ (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at
 308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 310 consented electronically as required by federal law.

311 E-Mail address for Seller: Chad.Pelishek@sheboyganwi.gov

312 E-Mail address for Firm: DaneC@NAIPfefferle.com

313 **ADDITIONAL PROVISIONS** See Addendum A

314 _____
 315 _____
 316 _____
 317 _____

318 **ADDENDA** The attached addenda Addendum A & Exhibit 1 & Exhibit 2 & Exhibit 3
 319 _____ is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 7th day of February, 2022, up
 321 to the earlier of midnight of the 7th day of February, 2025, or the conveyance
 322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
 324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
 325 **INCORPORATED INTO THE LISTING.**

326 (x) _____
 327 Seller's Signature ▲ Print Name } Ryan Sorenson, Mayor Date ▲

328 (x) _____
 329 Seller's Signature ▲ Print Name } Meredith DeBruin, City Clerk Date ▲

330 (x) _____
 331 Seller's Signature ▲ Print Name } N/A Date ▲

332 (x) _____
 333 Seller's Signature ▲ Print Name } N/A Date ▲

334 City of Sheboygan
 335 Seller Entity Name (if any) Print Name ▲

336 (x) _____
 337 Authorized Signature ▲ _____ Date ▲
 338 Print Name & Title } N/A N/A

339 NAI Pfefferle
 340 Firm Name ▲

341 (x) _____
 342 Agent's Signature ▲ Print Name } Dane Checokolinski Date ▲

ADDENDUM TO WB-3 VACANT LAND LISTING CONTRACT

Dated: 7 February 2022

Seller: City of Sheboygan

Property: Sheboygan Business Park

Property Description (Line 2) The property is the South Pointe Enterprise Center (Exhibit 1) and includes parcels:

- 59281470996
- 59281470994
- 59030454541
- 59281470999
- 59281470998
- 59281470992
- 59281470991

And the Sheboygan Business Center (Exhibit 2). Parcels include:

- 59281479103
- 59281470721
- 59281470933
- 59281470942

List Price (Line 12) The list price in the South Pointe Enterprise Center shall be \$25,000 per acre. The list price in the Sheboygan Business Center shall be \$22,000 per acre.

Exclusions (Line 44) All current property owners in the Business Parks shall be excluded.

Commissions (Line 50) The Firm's commission shall be:

- Two Thousand Five Hundred Dollars (\$2,500) per acre if Dane Checolinski sells property in the South Pointe Enterprise Center.
- One Thousand Three Hundred and Twenty Dollars (\$1,320) per acre if Dane Checolinski sells property in the Sheboygan Business Center consistent with Resolution 36-12-13 dated July 16, 20212 (See Exhibit 3).

Open Listing Specifics

This is intended to be an open listing. Lines 43 through 54 (the section entitled "Earned") and all other provisions of this contract shall be interpreted consistent with that intent.

The Firm's commission is not earned as described in the Commission section unless the offer accepted, option granted or exchange agreement entered into by Seller is with a purchaser procured by the Firm.

Broker acknowledges that all Offers to Purchase must be approved by the Common Council.

Exhibit 1 – South Pointe Enterprise Campus Map & Parcel Information



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470994	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: ♦\$ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470994
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	18.340

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470973	3/9/2017
59281470974	3/9/2017

Child Parcels

No Child Parcels were found

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▼	Real Estate	59281470996	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: = owes prior year taxes ☒ = not assessed = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470996
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	44.160

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470973	3/9/2017
59281470974	3/9/2017
59281470976	1/5/2018
59281470980	1/26/2018

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59030454541	030 - TOWN OF WILSON	5528 S BUSINESS DR	CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59030454541
Alt. Parcel #:	
Parcel Status:	Historical Description
Creation Date:	6/27/2016
Historical Date:	10/13/2021
Acres:	6.261

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	5528 S BUSINESS DR

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
ANDERSON, KATHERINE M	FORMER OWNER		
GILBERTSON, LORETTA A	FORMER OWNER		

Parent Parcels



No Parent Parcels were found

Child Parcels

Parcel Number ▲	Creation Date
59281471004	10/13/2021

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470998	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE STE 100 SHEBOYGAN WI 53081-4442
Tax Year Legend: ⚡\$ = owes prior year taxes ☑ = not assessed Ⓢ = not taxed Delinquent Current					
Summary					
Property Summary					
Parcel #:		59281470998			
Alt. Parcel #:					
Parcel Status:		Current Description			
Creation Date:		8/28/2018			
Historical Date:					
Acres:		31.910			
Property Addresses					
No Property Addresses were found					
Owners					
Name		Status	Ownership Type	Interest	
CITY OF SHEBOYGAN		CURRENT OWNER			
WILSON LAND HOLDINGS LLC		FORMER OWNER			
Parent Parcels					
Parcel Number ▲		Creation Date			
59281470981		1/26/2018			
59281470982		1/26/2018			
59281470984		1/26/2018			
Child Parcels					
No Child Parcels were found					

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470991	281 - CITY OF SHEBOYGAN	SOUTHPOINTE DR	CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend:  = owes prior year taxes ☒ = not assessed  = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470991
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	3.000

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	SOUTHPOINTE DR

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470986	1/26/2018

Child Parcels

No Child Parcels were found

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470992	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442
Tax Year Legend: ♦\$ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	59281470992
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	4.780

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470986	1/26/2018

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

LOT 2 28CSM318-321 #2061657.

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470999	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE STE 100 SHEBOYGAN WI 53081-4442

Tax Year Legend: ⚡\$ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470999
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	30.440

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

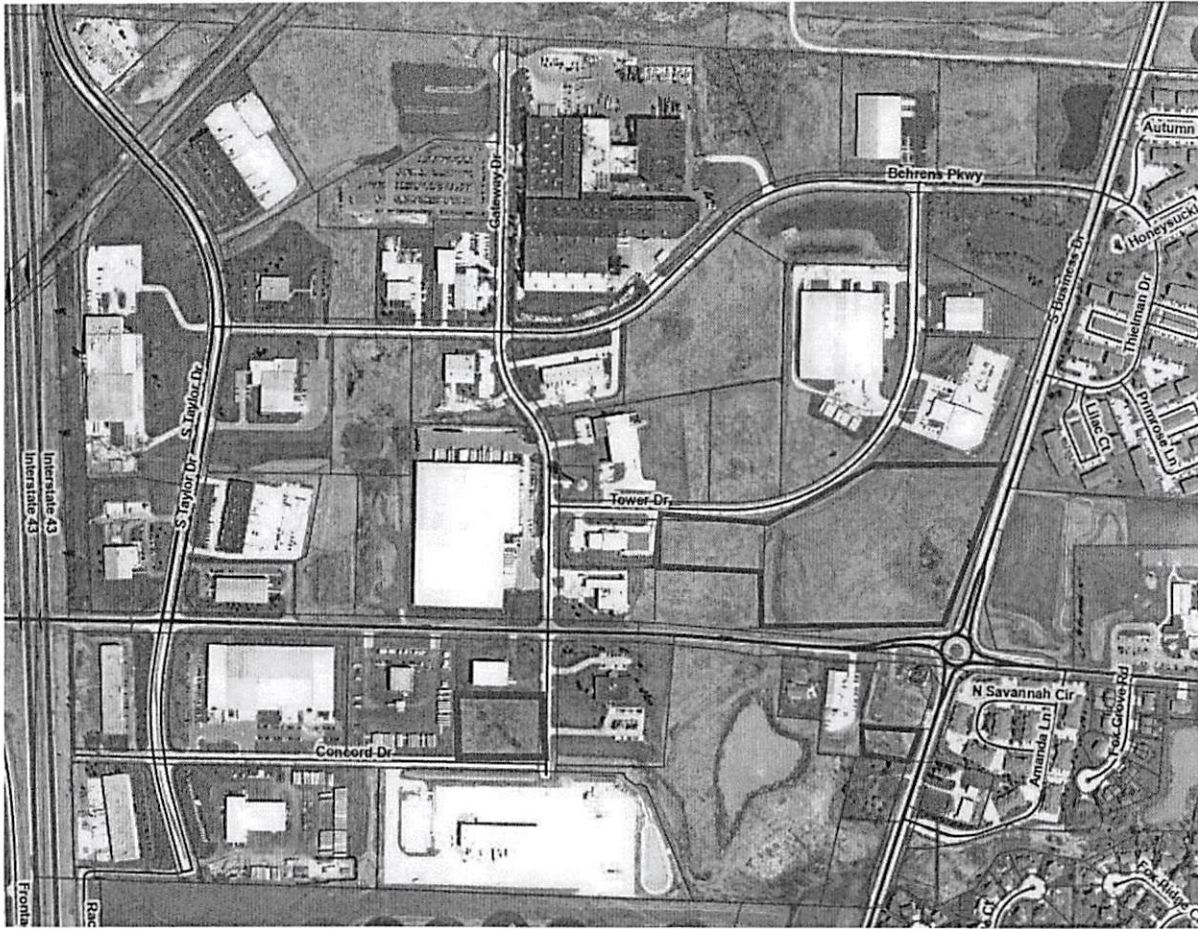
Parent Parcels

Parcel Number ▲	Creation Date
59281470982	1/26/2018
59281470983	1/26/2018
59281470984	1/26/2018
59281470985	1/26/2018

Child Parcels

No Child Parcels were found

Exhibit 2 – South Business Park Map & Parcel Information



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470721	281 - CITY OF SHEBOYGAN	TOWER DR	CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442
Tax Year Legend: ⏏ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current					
Summary					
Property Summary					
Parcel #:		59281470721			
Alt. Parcel #:					
Parcel Status:		Current Description			
Creation Date:		2/4/2014			
Historical Date:					
Acres:		2.310			
Property Addresses					
Primary ▲		Address			
<input checked="" type="checkbox"/>		TOWER DR			
Owners					
<u>Name</u>		<u>Status</u>	<u>Ownership Type</u>	<u>Interest</u>	
CITY OF SHEBOYGAN		CURRENT OWNER			
Parent Parcels					
No Parent Parcels were found					
Child Parcels					
No Child Parcels were found					

Property Summary

Parcel #:	59281479103
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	10/24/2016
Historical Date:	
Acres:	13.105

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

SHEBOYGAN BUSINESS CENTER PRT OF LOT 10 IN S1/2 S1/2 SEC 4 T14N R23E COM AT THE SE COR OF LOT 10A OF A CSM REC IN VOL 15 P 73-74, BEING A PT ON THE W R/W LN OF S BUSINESS DR, THAT ALSO BEING THE POB, TH S 16-DEG 09'35" W ALG SD W LN 1359.12', TH S 54-DEG 41'45" W 90.20' TO THE N R/W LN OF WEEDEN CREEK RD, TH N 88°48'05" W ALG SD N LN 1227.32', TH N 229.53', TH N 88°47'10" W 425' TO ROW LN GATEWAY DR, TH N 01°16'10" W ALG SD E LN 219.4' TO S R/W LN TOWER DR, TH N 89-DEG 31'50" E ALG SD S LN 744.37', TH NELY ALG SD S LN ALG A CURVE TO THE LEFT 1308.57' WITH A RADIUS OF 848' AND A CHORD WHICH BEARS N 45-DEG 13'06" E 1181.98' TO THE SW COR OF LOT 10A OF SD CSM, TH N 89-DEG 31'50" E ALG THE S LN OF SD CSM 528.89' TO THE POB EXC THE FOLLOWING: LOT 1 OF CSM REC IN VOL 23 P 175 AS DOC 1838263 ROD ALSO EXC LOT 1 CSM REC IN VOL 23 P 287 AS DOC 1852731 ROD, ALSO EXC THE FOLLOWING: LOTS 1 & 2 CSM REC IN VOL 24 P 81 AS DOC #1872069, EXC HWY CONV IN #1918197 & #1953825; AND EXC HWY CONV IN #2029294.

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021	Real Estate	59281470933	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470933
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	1/1/2009
Historical Date:	
Acres:	2.140

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
PROGRESSIVE BEGINNINGS LLC	FORMER OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

SEC 09 T14N R23E PRT NE1/4 NW1/4 LOT 2 CSM REC IN VOL 23 P 269 AS DOC 1849654 ROD

Property Summary

Parcel #:	59281470942
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/3/2013
Historical Date:	
Acres:	0.800

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	S BUSINESS DR

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

LOT 1 CSM V22 P173 #1803595 - PRT NW NE, SEC 9, EXC HWY CONV IN #1918197 & EXC (PARCEL 2) CONV IN #1971656 & #1972539.

Public Land Survey - Property Descriptions

Primary	Section ▲	Town	Range	Qtr 40	Qtr 160	Gov Lot	Block/Condo Bldg	Type #	Plat
<input checked="" type="checkbox"/>	09	14 N	23 E						NOT AVAILABLE

III

EXHIBIT 3

Item 28.

6.3

Res. No. 36 - 12 - 13. By Alderperson Hammond. July 16, 2012.

A RESOLUTION amending the City's selling policies for the Sheboygan Business Center.

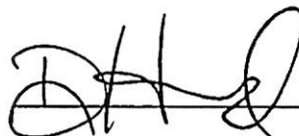
RESOLVED: That the City's selling policies for the Sheboygan Business Center shall be amended so as to provide for payment of a commission on the successful sale of available vacant land as follows:

1. The City will pay a commission, up to 6% of the sale price of the subject property, to an eligible real estate broker licensed to conduct business within the State of Wisconsin (herein referred to as "Agents") for successfully securing a client buyer of available vacant land in the Sheboygan Business Center, subject to the following conditions:
 - (a) The Agent submitting an accepted written Offer to Purchase.
 - (b) The Agent and City having signed and returned a Sheboygan Business Center Real Estate Sales Commission Memorandum of Understanding (MOU) in form substantially similar to the attached, prior to any land transaction negotiations. Said MOU shall be in effect for one year, or until the effective date of a city council resolution terminating this real estate commission payment policy, whichever is earlier.
 - (c) The Agent's client has not already communicated with the City prior to contacting and/or securing the Agent's services.
 - (d) Agents are required to communicate and coordinate client activities through the City of Sheboygan Department of City Development for the purposes of coordinating permitting, zoning and/or Offer to Purchase conditions, as well as securing publicly financed business development incentives. Agents understand and accept that Sheboygan will continue to market the subject property, independent and/or in conjunction with other public or private entities.
 - (e) The business must conform to the City's Zoning Ordinance and Business Center Protective Covenants.
 - (f) The full commission amount will be provided to the Agent during the successful subject property closing.
 - (g) The City reserves the right to adjust Sheboygan Business

*Finance
Approve.*

Center property sales prices used in determining the commission for good and sufficient reasons, as determined by the City. Such adjustment would likely occur if the sale price is significantly different than recent comparable property sales.

- (h) All commissions are subject to the City of Sheboygan Common Council approval.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2012.

Dated 1 11 2012, _____, City Clerk

Approved 7 7 2012, _____, Mayor

**CITY OF SHEBOYGAN
SHEBOYGAN BUSINESS CENTER
REAL ESTATE SALES COMMISSION MEMORANDUM OF UNDERSTANDING (MOU)**

1. The City of Sheboygan will pay a commission, up to 6% of the sale price of the subject property, to the Real Estate Agent identified below (the "Agent") for successfully securing a client buyer of available vacant land in the "Sheboygan Business Center," subject to all of the following conditions:
 - (a) The Agent shall be an eligible real estate broker licensed to conduct business within the State of Wisconsin.
 - (b) The Agent submitting an accepted written Offer to Purchase.
 - (c) The Agent and City having signed and returned this Real Estate Sales Commission Memorandum of Understanding (MOU) prior to any land transaction negotiations.
 - (d) The Agent's client having not already communicated with the City prior to contacting and/or securing the Agent's services.
 - (e) Agents are required to communicate and coordinate client activities through the City of Sheboygan Department of City Development for the purposes of coordinating permitting, zoning and/or Offer to Purchase conditions, as well as securing publicly financed business development incentives. Agents understand and accept that Sheboygan will continue to market the subject property, independent and/or in conjunction with other public or private entities.
 - (f) The business must conform to the City's Zoning Ordinance and Business Center Protective Covenants.
 - (g) The full commission amount will be provided to the Agent during the successful subject property closing.
 - (h) The City reserves the right to adjust its property sales prices used in determining the commission for good and sufficient reasons, as determined by the

City. Such adjustment would likely occur if the sale price is significantly different than recent comparable property sales.

- (i) All commissions are subject to the City of Sheboygan Common Council approval.
2. This MOU shall be in effect for one year, or until the effective date of a Sheboygan city council resolution terminating its Sheboygan Business Center real estate sales commission payment policy, whichever is earlier.

 Agent Name & WI Real Estate License #
 Print name here: _____

 Date

 Mayor, City of Sheboygan
 Print name here: _____

 Date

 City Clerk, City of Sheboygan
 Print name here: _____

 Date

NAI Pfefferle

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Approved by the Wisconsin Real Estate Examining Board
11-1-17 (Optional Use Date) 1-1-18 (Mandatory Use Date)

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE-RIGHT TO SELL

- 1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**
2 ■ **PROPERTY DESCRIPTION:** Street address is: City of Sheboygan Industrial Property (See Addendum)
3 in Section N/A in the City of Sheboygan, County of Sheboygan,
4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.
5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
6 the following items: N/A
7 _____
8 ■ **NOT INCLUDED IN LIST PRICE:** N/A
9 _____
10 **CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the
11 lessor. (See lines 239-244).
12 ■ **LIST PRICE:** _____ Dollars (\$ See Addendum).
13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
15 agreements or conservation easements, (county, state or federal): N/A
16 _____
17 ■ **USE VALUE ASSESSMENT:** Seller represents that ~~(all or some of the Property)~~ (none of the Property) **STRIKE ONE**
18 has been assessed as agricultural property under use value law.
19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
20 N/A
21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
23 N/A
24 ■ **RIGHT OF FIRST REFUSAL:** There ~~(is)~~ (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.
25 ■ **ZONING:** Seller represents that the property is zoned: Suburban Industrial District
26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity N/A
28 _____; gas N/A; municipal sewer N/A;
29 municipal water N/A; telephone N/A;
30 cable N/A; other N/A
31 _____
32 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
33 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
34 of this Listing. The marketing may include: email
35 _____ . The Firm and its agents may advertise the following
36 special financing and incentives offered by Seller: N/A
37 _____ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
38 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
39 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.
40 **CAUTION:** Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.
41 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
42 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
43 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
44 **NOTE:** If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.
45 The following other buyers N/A
46 _____ are excluded from this Listing until February 7, 2022
47 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
48 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.
49 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: N/A
50 _____ . (Exceptions if any): N/A
51 _____
52 **COMMISSION** The Firm's commission shall be See Addendum A
53 _____
54 **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
55 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
56 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
57 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
58 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE:** If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining
 74 Property.

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 101 your transaction, unless you release the firm from this duty.
- 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 103 Facts.
- 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 105 that are within the scope of the agency agreement.
- 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 109 advice is contrary to your interests.
- 110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

129

CHECK ONLY ONE OF THE THREE BELOW:

130 ☒ The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 ☐ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 140 **you should ask your firm before signing the agency agreement.**

141

SUBAGENCY

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** N/A

164

165 **NON-CONFIDENTIAL INFORMATION (The following may be disclosed by the Firm and its agents):** N/A

166

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: N/A

173

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

- 231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 232 under a contract or agreement made concerning the transaction.
- 233 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 234 event occurred and by counting subsequent calendar days.
- 235 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 236 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 237 replaced would significantly shorten or adversely affect the expected normal life of the premises.
- 238 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- 239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as
 240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 243 on permanent foundations and docks/piers on permanent foundations.
- 244 **CAUTION:** Annual crops are not part of the purchase price unless otherwise agreed.
- 245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 248 affects or would affect the party's decision about the terms of such a contract or agreement.
- 249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 253 whole or in part whether created before or after expiration of this Listing.
- 254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.
- 255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 256 this Listing:
- 257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 258 of this Listing;
 - 259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 260 terms upon which the buyer might acquire an interest in the Property; or
 - 261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - 265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 266 individuals in the Listing; or,
 - 267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.
- 269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 271 lines 191-195.
- 272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.
- 276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
 279 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 283 to the Firm shall not terminate this Listing.
- 284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.
- 287 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
 288 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 289 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 292 lines 293-312.

293 (1) **Personal Delivery**: giving the document or written notice personally to the party, or the party's recipient for delivery if
 294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): Chad Pelishek

296 Firm's recipient for delivery (optional): Dane Checolinski

297 N/A (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

298 Seller: (N/A) N/A Firm: (N/A) N/A

299 N/A (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
 300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
 301 296, for delivery to the party's delivery address at line 305 or 306.

302 N/A (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
 304 305 or 306.

305 Delivery address for Seller: N/A

306 Delivery address for Firm: N/A

307 ☒ (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at
 308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 310 consented electronically as required by federal law.

311 E-Mail address for Seller: Chad.Pelishek@sheboyganwi.gov

312 E-Mail address for Firm: DaneC@NAIPfefferle.com

313 **ADDITIONAL PROVISIONS** See Addendum A

314

315

316

317

318 **ADDENDA** The attached addenda Addendum A & Exhibit 1 & Exhibit 2 & Exhibit 3
 319 is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 7th day of February, 2022, up
 321 to the earlier of midnight of the 7th day of February, 2025, or the conveyance
 322 of the entire Property.

323 BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND
 324 THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS
 325 INCORPORATED INTO THE LISTING.

326 (x) Ryan Sorenson 2/22/22
 327 Seller's Signature ▲ Print Name } Ryan Sorenson, Mayor Date ▲

328 (x) Meredith DeBruin 2/22/22
 329 Seller's Signature ▲ Print Name } Meredith DeBruin, City Clerk Date ▲

330 (x) _____
 331 Seller's Signature ▲ Print Name } N/A Date ▲

332 (x) _____
 333 Seller's Signature ▲ Print Name } N/A Date ▲

334 City of Sheboygan

335 Seller Entity Name (if any) Print Name ▲

336 (x) _____
 337 Authorized Signature ▲ Date ▲
 338 Print Name & Title } N/A

339 NAI Pfefferle

340 Firm Name ▲
 341 (x) Dane Checolinski 2/22/22
 342 Agent's Signature ▲ Print Name } Dane Checolinski Date ▲

ADDENDUM TO WB-3 VACANT LAND LISTING CONTRACT

Dated: 7 February 2022

Seller: City of Sheboygan

Property: Sheboygan Business Park

Property Description (Line 2) The property is the South Pointe Enterprise Center (Exhibit 1) and includes parcels:

- 59281470996
- 59281470994
- 59030454541
- 59281470999
- 59281470998
- 59281470992
- 59281470991

And the Sheboygan Business Center (Exhibit 2). Parcels include:

- 59281479103
- 59281470721
- 59281470933
- 59281470942

List Price (Line 12) The list price in the South Pointe Enterprise Center shall be \$25,000 per acre. The list price in the Sheboygan Business Center shall be \$22,000 per acre.

Exclusions (Line 44) All current property owners in the Business Parks shall be excluded.

Commissions (Line 50) The Firm's commission shall be:

- Two Thousand Five Hundred Dollars (\$2,500) per acre if Dane Checolinski sells property in the South Pointe Enterprise Center.
- One Thousand Three Hundred and Twenty Dollars (\$1,320) per acre if Dane Checolinski sells property in the Sheboygan Business Center consistent with Resolution 36-12-13 dated July 16, 20212 (See Exhibit 3).

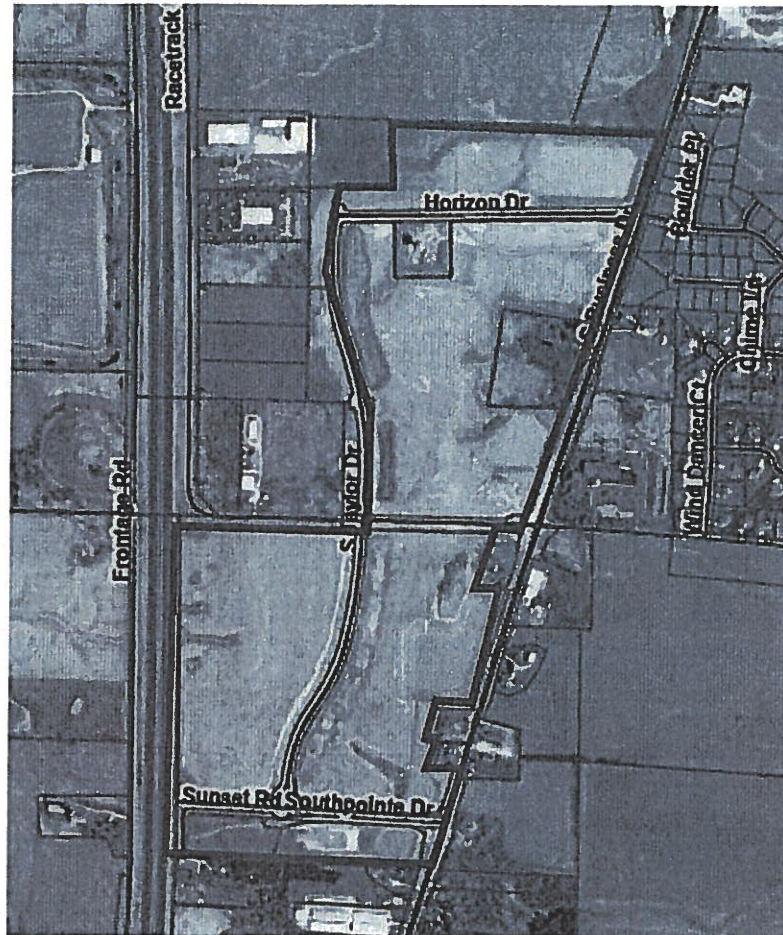
Open Listing Specifics

This is intended to be an open listing. Lines 43 through 54 (the section entitled "Earned") and all other provisions of this contract shall be interpreted consistent with that intent.

The Firm's commission is not earned as described in the Commission section unless the offer accepted, option granted or exchange agreement entered into by Seller is with a purchaser procured by the Firm.

Broker acknowledges that all Offers to Purchase must be approved by the Common Council.

Exhibit 1 – South Pointe Enterprise Campus Map & Parcel Information



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▼	Real Estate	59281470994	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442
Tax Year Legend: ⚡ = owes prior year taxes ☒ = not assessed ⚡ = not taxed Delinquent Current					
Summary					
Property Summary					
Parcel #:		59281470994			
Alt. Parcel #:					
Parcel Status:		Current Description			
Creation Date:		8/28/2018			
Historical Date:					
Acres:		18.340			
Property Addresses					
No Property Addresses were found					
Owners					
<u>Name</u>	<u>Status</u>	<u>Ownership Type</u>	<u>Interest</u>		
CITY OF SHEBOYGAN	CURRENT OWNER				
Parent Parcels					
<u>Parcel Number ▲</u>	<u>Creation Date</u>				
59281470973	3/9/2017				
59281470974	3/9/2017				
Child Parcels					
No Child Parcels were found					

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 v	Real Estate	59281470996	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: = owes prior year taxes ☒ = not assessed = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470996
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	44.160

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470973	3/9/2017
59281470974	3/9/2017
59281470976	1/5/2018
59281470980	1/26/2018

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▼	Real Estate	59030454541	030 - TOWN OF WILSON	5528 S BUSINESS DR	CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Summary

Property Summary	
Parcel #:	59030454541
Alt. Parcel #:	
Parcel Status:	Historical Description
Creation Date:	6/27/2016
Historical Date:	10/13/2021
Acres:	6.261

Property Addresses	
Primary ▲	Address
<input checked="" type="checkbox"/>	5528 S BUSINESS DR

Owners			
Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
ANDERSON, KATHERINE M	FORMER OWNER		
GILBERTSON, LORETTA A	FORMER OWNER		

Parent Parcels
No Parent Parcels were found

Child Parcels	
Parcel Number ▲	Creation Date
59281471004	10/13/2021

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470998	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE STE 100 SHEBOYGAN WI 53081-4442

Tax Year Legend: = owes prior year taxes ☒ = not assessed = not taxed Delinquent Current

Summary

Property Summary	
Parcel #:	59281470998
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	31.910

Property Addresses
No Property Addresses were found

Owners			
Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

Parent Parcels	
Parcel Number ▲	Creation Date
59281470981	1/26/2018
59281470982	1/26/2018
59281470984	1/26/2018

Child Parcels
No Child Parcels were found

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470991	281 - CITY OF SHEBOYGAN	SOUTHPOINTE DR	CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470991
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	3.000

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	SOUTHPOINTE DR

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470986	1/26/2018

Child Parcels

No Child Parcels were found

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▾	Real Estate	59281470992	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442
Tax Year Legend: ⚡ = owes prior year taxes ☑ = not assessed Ⓢ = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	59281470992
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	4.780

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470986	1/26/2018

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

LOT 2 28CSM318-321 #2061657.

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▼	Real Estate	59281470999	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE STE 100 SHEBOYGAN WI 53081-4442

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Summary

Property Summary	
Parcel #:	59281470999
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	30.440

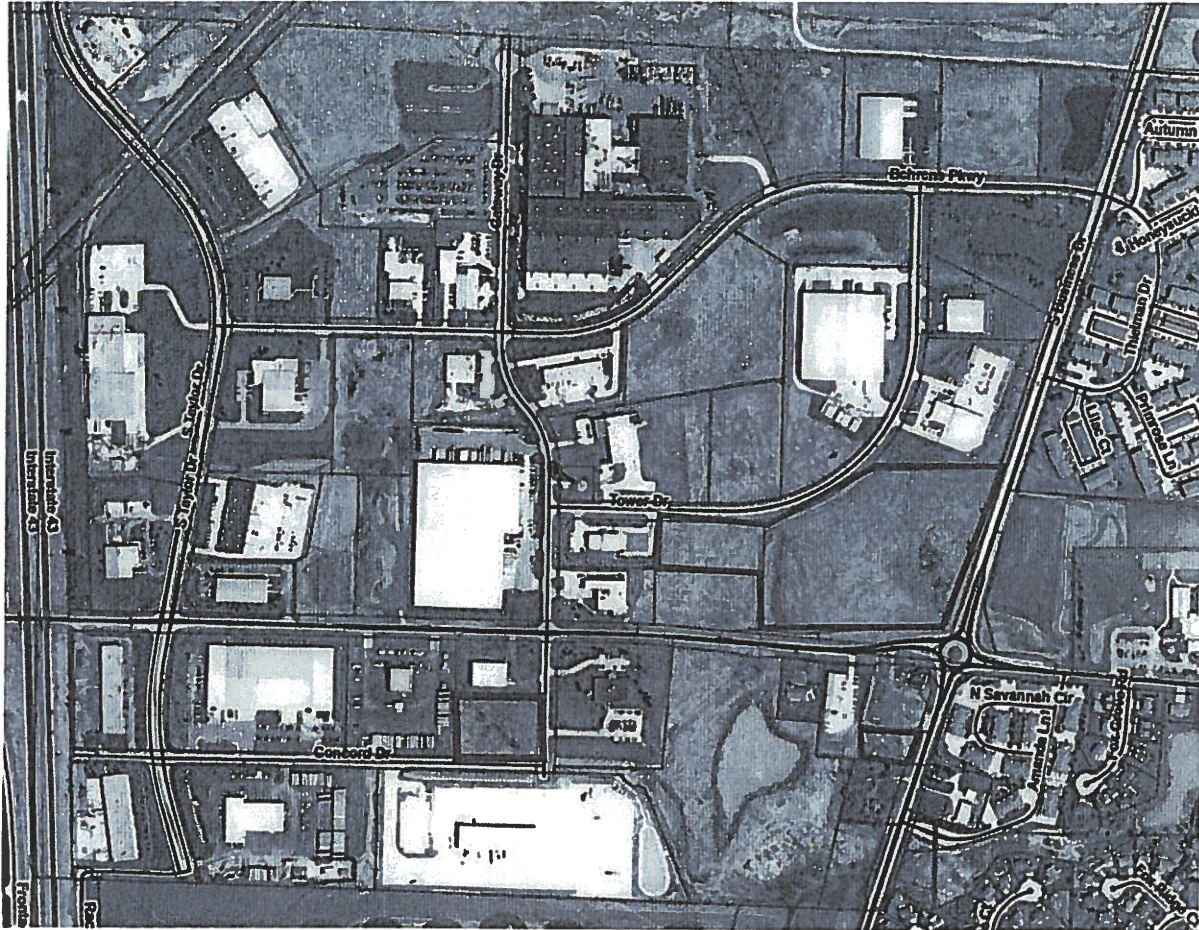
Property Addresses
No Property Addresses were found

Owners			
Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
WILSON LAND HOLDINGS LLC	FORMER OWNER		

Parent Parcels	
Parcel Number ▲	Creation Date
59281470982	1/26/2018
59281470983	1/26/2018
59281470984	1/26/2018
59281470985	1/26/2018

Child Parcels
No Child Parcels were found

Exhibit 2 – South Business Park Map & Parcel Information



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▼	Real Estate	59281470721	281 - CITY OF SHEBOYGAN	TOWER DR	CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470721
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	2/4/2014
Historical Date:	
Acres:	2.310

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	TOWER DR

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Property Summary

Parcel #:	59281479103
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	10/24/2016
Historical Date:	
Acres:	13.105

Property Addresses

No Property Addresses were found

Owners

<u>Name</u>	<u>Status</u>	<u>Ownership Type</u>	<u>Interest</u>
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

SHEBOYGAN BUSINESS CENTER PRT OF LOT 10 IN S1/2 S1/2 SEC 4 T14N R23E COM AT THE SE COR OF LOT 10A OF A CSM REC IN VOL 15 P 73-74, BEING A PT ON THE W R/W LN OF S BUSINESS DR, THAT ALSO BEING THE POB, TH S 10-DEG 09'35" W ALG SD W LN 1359.12', TH S 54-DEG 41'45" W 90.20' TO THE N R/W LN OF WEEDEN CREEK RD, TH N 86°46'05" W ALG SD N LN 1227.32', TH N 229.53', TH N 88°47'10" W 425' TO ROW LN GATEWAY DR, TH N 01°16'10" W ALG SD E LN 219.4' TO S R/W LN TOWER DR, TH N 89-DEG 31'50" E ALG SD S LN 744.37', TH NELY ALG SD S LN ALG A CURVE TO THE LEFT 1308.57' WITH A RADIUS OF 846' AND A CHORD WHICH BEARS N 45-DEG 13'06" E 1181.96' TO THE SW COR OF LOT 10A OF SD CSM, TH N 89-DEG 31'50" E ALG THE S LN OF SD CSM 528.89' TO THE POB EXC THE FOLLOWING: LOT 1 OF CSM REC IN VOL 23 P 175 AS DOC 1838263 ROD ALSO EXC LOT 1 CSM REC IN VOL 23 P 287 AS DOC 1852731 ROD, ALSO EXC THE FOLLOWING: LOTS 1 & 2 CSM REC IN VOL 24 P 81 AS DOC #1872069, EXC HWY CONV IN #1918197 & #1953825; AND EXC HWY CONV IN #2029294.

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 v	Real Estate	59281470933	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470933
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	1/1/2009
Historical Date:	
Acres:	2.140

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		
PROGRESSIVE BEGINNINGS LLC	FORMER OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

SEC 09 T14N R23E PRT NE1/4 NW1/4 LOT 2 CSM REC IN VOL 23 P 269 AS DOC 1849654 ROD

Property Summary

Parcel #:	59281470942
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/3/2013
Historical Date:	
Acres:	0.800

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	S BUSINESS DR

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

LOT 1 CSM V22 P173 #1803595 - PRT NW NE, SEC 9, EXC HWY CONV IN #1918197 & EXC (PARCEL 2) CONV IN #1971656 & #1972539.

Public Land Survey - Property Descriptions

Primary	Section ▲	Town	Range	Qtr 40	Qtr 160	Gov Lot	Block/Condo Bldg	Type #	Plat
<input checked="" type="checkbox"/>	09	14 N	23 E						NOT AVAILABLE

III

EXHIBIT 3

Item 28.

6.3

Res. No. 36 - 12 - 13. By Alderperson Hammond. July 16, 2012.

A RESOLUTION amending the City's selling policies for the Sheboygan Business Center.

RESOLVED: That the City's selling policies for the Sheboygan Business Center shall be amended so as to provide for payment of a commission on the successful sale of available vacant land as follows:

1. The City will pay a commission, up to 6% of the sale price of the subject property, to an eligible real estate broker licensed to conduct business within the State of Wisconsin (herein referred to as "Agents") for successfully securing a client buyer of available vacant land in the Sheboygan Business Center, subject to the following conditions:
 - (a) The Agent submitting an accepted written Offer to Purchase.
 - (b) The Agent and City having signed and returned a Sheboygan Business Center Real Estate Sales Commission Memorandum of Understanding (MOU) in form substantially similar to the attached, prior to any land transaction negotiations. Said MOU shall be in effect for one year, or until the effective date of a city council resolution terminating this real estate commission payment policy, whichever is earlier.
 - (c) The Agent's client has not already communicated with the City prior to contacting and/or securing the Agent's services.
 - (d) Agents are required to communicate and coordinate client activities through the City of Sheboygan Department of City Development for the purposes of coordinating permitting, zoning and/or Offer to Purchase conditions, as well as securing publicly financed business development incentives. Agents understand and accept that Sheboygan will continue to market the subject property, independent and/or in conjunction with other public or private entities.
 - (e) The business must conform to the City's Zoning Ordinance and Business Center Protective Covenants.
 - (f) The full commission amount will be provided to the Agent during the successful subject property closing.
 - (g) The City reserves the right to adjust Sheboygan Business

*Finance
approve.*

Center property sales prices used in determining the commission for good and sufficient reasons, as determined by the City. Such adjustment would likely occur if the sale price is significantly different than recent comparable property sales.

- (h) All commissions are subject to the City of Sheboygan Common Council approval.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2012.

Dated 7 1 12, 2012, _____, City Clerk

Approved 7 1 12, 2012, _____, Mayor

**CITY OF SHEBOYGAN
SHEBOYGAN BUSINESS CENTER
REAL ESTATE SALES COMMISSION MEMORANDUM OF UNDERSTANDING (MOU)**

1. The City of Sheboygan will pay a commission, up to 6% of the sale price of the subject property, to the Real Estate Agent identified below (the "Agent") for successfully securing a client buyer of available vacant land in the "Sheboygan Business Center," subject to all of the following conditions:
 - (a) The Agent shall be an eligible real estate broker licensed to conduct business within the State of Wisconsin.
 - (b) The Agent submitting an accepted written Offer to Purchase.
 - (c) The Agent and City having signed and returned this Real Estate Sales Commission Memorandum of Understanding (MOU) prior to any land transaction negotiations.
 - (d) The Agent's client having not already communicated with the City prior to contacting and/or securing the Agent's services.
 - (e) Agents are required to communicate and coordinate client activities through the City of Sheboygan Department of City Development for the purposes of coordinating permitting, zoning and/or Offer to Purchase conditions, as well as securing publicly financed business development incentives. Agents understand and accept that Sheboygan will continue to market the subject property, independent and/or in conjunction with other public or private entities.
 - (f) The business must conform to the City's Zoning Ordinance and Business Center Protective Covenants.
 - (g) The full commission amount will be provided to the Agent during the successful subject property closing.
 - (h) The City reserves the right to adjust its property sales prices used in determining the commission for good and sufficient reasons, as determined by the

City. Such adjustment would likely occur if the sale price is significantly different than recent comparable property sales.

(i) All commissions are subject to the City of Sheboygan Common Council approval.

2. This MOU shall be in effect for one year, or until the effective date of a Sheboygan city council resolution terminating its Sheboygan Business Center real estate sales commission payment policy, whichever is earlier.

Agent Name & WI Real Estate License #
Print name here: _____

Date

Mayor, City of Sheboygan
Print name here: _____

Date

City Clerk, City of Sheboygan
Print name here: _____

Date

Res. No. 141 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
February 21, 2022.

A RESOLUTION ratifying retaining outside legal counsel on behalf of the Municipal Court Judge related to a matter before the Wisconsin Judicial Commission.

WHEREAS, while the City of Sheboygan retains the right to appoint counsel of its choice to represent employees for matters related to actions taken in the course of their duties, because of the specific legal issues involving the judiciary, the City Attorney has indicated that it is in the best interest of the City and its employee to employ counsel with expertise in advising members of the judiciary; and

WHEREAS, the City Attorney, pursuant to his authority in § 62.09(11)(c), Wis. Stats., has authorized engaging Attorneys Barret V. Van Sicklen and Jon Axelrod of DeWitt LLP to represent the Municipal Court Judge in this matter; and

WHEREAS, counsel from DeWitt LLP has indicated an intent to bill at a blended rate equivalent to that paid by the City to local outside counsel it typically engages on behalf of employees for matters related to actions taken in the course of their duties; and

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the short time frame for response in the matter.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby ratifies the hiring of Attorneys Barret V. Van Sicklen and Jon Axelrod of DeWitt LLP as outside legal counsel to represent the Municipal Court Judge in a matter before the Wisconsin Judicial Commission at a blended rate of \$200.00 per hour, plus fees, costs, and disbursements.

*Amend
Rules
Adopt Res*

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the Insurance Claims Administration Account No. 70511010-521900 in payment thereof.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 140 - 21 - 22 . By Alderpersons Mitchell and Filicky-Peneski.
February 21, 2022.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union regarding the 2022 Memorial Day parade.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union, a copy of which is attached hereto and incorporated herein.

FAP

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT BETWEEN THE
CITY OF SHEBOYGAN, LAKELAND UNIVERSITY, AND KOHLER CREDIT UNION
REGARDING
THE 2022 MEMORIAL DAY PARADE IN SHEBOYGAN, WISCONSIN

This Agreement ("Agreement") is between the City of Sheboygan (the "City"), a municipal corporation, Lakeland University, and Kohler Credit Union ("KCU").

WITNESSETH:

- WHEREAS, Sheboygan has a proud tradition of hosting an annual Memorial Day Parade to honor fallen service members; and
- WHEREAS, traditionally the parade concludes with a ceremony at Fountain Park; and
- WHEREAS, the City desires to contract with an entity to provide the necessary services to organize and conduct the Memorial Day Parade and ceremony at Fountain Park ("Event Management Services"); and
- WHEREAS, the City also desires to obtain a sponsor to fund the costs of the Event Planning Services; and
- WHEREAS, Launch at Lakeland University ("Launch") is willing to provide the City with the necessary Event Management Services under the terms of this Agreement; and
- WHEREAS, KCU is willing to sponsor the costs of the Event Management Services under the terms of this Agreement.

NOW, THEREFORE, the City, Launch, and KCU agree as follows:

1. Kohler Credit Union's Responsibilities

Within 15 days of the execution of this Agreement, KCU shall remit an initial sponsorship payment of \$1,500 to the City.

Within 7 days of May 30, 2022, KCU shall remit a final sponsorship payment of \$1,500 to the City. In the event that it is necessary for the Event to be cancelled due to COVID-19, KCU shall not be responsible for making this final sponsorship payment.

Both sponsorship payments shall be sent to the Mayor's Office (828 Center Ave., Suite 300, Sheboygan, WI 53081).

KCU shall also provide sponsorship support for incidental costs associated with the Event. Any sponsorship payment for incidental costs shall be handled via separate agreement between KCU and Launch.

2. Launch's Responsibilities

Launch shall assume responsibility for organizing, promoting, and executing the Memorial Day Parade and ceremony at Fountain Park (collectively, the "Event").

This includes, but is not limited to:

- a. Coordination and management of all pre-event logistics, on-site management, and post-event functions necessary for the Event to be a success.
- b. Coordination and management of the Memorial Day Parade, including: (1) parade entry, (2) coordination of line-up, (3) route management, (4) on-site management, and (5) official parade announcements.
- c. Negotiation for services and management of all necessary suppliers such as: (1) porta-potty/metro needs for the parade, (2) fencing, (3) seating and logistical setup, (4) electrical fulfillment, and (5) any other supplier relationships that may be necessary to successfully manage the Event.
- d. Coordination and collaboration with the Sheboygan Police Department, Sheboygan Department of Public Works, and any other municipal entities or departments as necessary to ensure public safety and proper use and need for City equipment and services including, but not limited to, public park use, traffic control, trash coordination for parks, street closures, and crowd control.
- e. Handle all permits, requests to the Common Council of the City, reservations to the Sheboygan Department of Public Works, and any other permits, licenses, or permissions necessary to ensure that proper resources and notifications are agreed to in advance by all parties and City departments involved in the Event.

Launch shall be solely responsible for the means, methods, techniques, sequences, and procedures by which it organizes, promotes, and executes the Event.

Launch shall comply, and shall ensure that all participants in the Event comply, with all applicable public health guidance in effect on the day of the Event. This includes, but is not limited to, guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).

Any and all agreements with third parties for services related to the Event (other than this Agreement) shall be between the third party and Launch.

3. The City's Responsibilities

The City shall, within 30 days of receipt of each sponsorship payment from KCU, pay the amount of the sponsorship payment received by the City to Launch. For the avoidance of doubt, in the event that KCU fails to make one or more of the sponsorship payments set forth in this Agreement, the City's obligation to pay the amount of the unpaid sponsorship payment shall not accrue.

The City recognizes that the Event require use of City land and services. The City agrees to provide the following for the Event at no cost:

- Use of Fountain Park for the ceremony at Fountain Park following the Parade
- Use of City streets and lots, upon approval of a parade permit submitted by Launch and approved by the City (as necessary for parade staging and route commencement).
- Appropriate police aid for traffic control and crowd control throughout the Event.
- Appropriate support and equipment from the Sheboygan Department of Public Works throughout the Event.

4. General Provisions

- Access to Records. The parties recognize that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Launch and KCU acknowledge that they are obligated to assist the City in retaining and producing records related to this Agreement, and that the failure to do so shall constitute a material breach of this Agreement, in which case the breaching party must defend and hold the City harmless from liability under the Wisconsin Public Records Law. Launch and KCU shall maintain all records related to this Agreement for a period of not less than 7 years after the termination of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.
- Assignment. No party shall assign, transfer, convey, pledge, sublet, or otherwise dispose of its interest in this Agreement without the prior consent of the other parties in writing.
- Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other parties: That the execution of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- Compliance with All Laws. In performing the services under this Agreement, the parties shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.
- Conflict of Interest. Each party declares that it has no present interest, nor shall it acquire any interest—direct or indirect—which would conflict with the performance of the responsibilities set forth in this Agreement. The parties agree that no person having any such interest shall be employed in the performance of this Agreement.
- Default. Should any party be in default of the terms and provisions of this Agreement, and should such default continue for more than 30 days after written notice of the default from a non-defaulting party, then a non-defaulting party may terminate this Agreement upon written notice to the other parties.
- Governing Law and Venue. This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.
- Hold Harmless/Indemnification. To the extent permitted by law, Launch shall hold harmless, defend, and/or indemnify KCU and the City from any and all claims, actions, suits, charges, awards, fines, labor disputes, charges or costs of any kind or character including attorney's

fees and court costs that arise, or may arise, out of Launch's performance or non-performance of any term, obligation, service, or condition as set forth in this Agreement.

- i. Independent Contractor. The parties to this Agreement are not partners. During the entire term of this Agreement, the relationship between the parties shall be that of independent contractors. No personnel, agent, or subcontractor of one party shall represent themselves to be an employee or otherwise affiliated with any other party to this Agreement.
- j. Intent to be Bound. Each party binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other parties to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other parties in respect to all provisions of this Agreement.
- k. Limitation of Authority. Except as may be specifically provided for with respect to event management services, Launch shall have: (1) no power to solicit proposals, bids, or contracts on behalf of the City and (2) no authority to bind the City or act on the City's behalf in any manner whatsoever. Launch's authority is hereby limited to those duties and responsibilities specifically enumerated herein.
- l. Modifications. This Agreement may be modified or amended by the parties at any time, provided such changes are mutually agreed to, in writing, and signed by all parties.
- m. Nondiscrimination.
 - a. In connection with the performance of the services under this Agreement, Launch agrees not to discriminate against any employee or applicant for employment on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Launch further agrees to take affirmative action to ensure equal employment opportunities.
 - b. The selection of participants in the Event shall be done on a basis that does not discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.
- n. Notice. Any notice required by this Agreement shall be made in writing to the parties as addressed below:

City
City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

KCU
Laura Gabrielse
Kohler Credit Union
5727 Superior Ave.
Sheboygan, WI 53083

Launch
Kym Leibham
Lakeland University
W3718 South Drive
Plymouth, WI 53073

This shall not be construed to restrict the transmission of routine communications between representatives of the parties.

- o. Other Sponsors. The Parties anticipate that KCU will be the only sponsor for the Event. If, during the course of planning the Event, one or more Parties believe that additional sponsors are appropriate, both KCU and the City must consent in writing to any additional sponsor. The Mayor shall have the authority to make this consent on behalf of the City.
- p. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- q. Term. This Agreement shall cover the 2022 Event only. This Agreement shall begin upon its execution by all parties, and shall continue until July 15, 2022, unless it is extended by mutual agreement of all parties.
- r. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.
- s. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the dates written below.

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

DATED: _____

KOHLER CREDIT UNION

BY: _____
Laura Gabrielse
Senior Vice President of Member Experience

DATED: _____

LAKELAND UNIVERSITY

BY: _____
Kathy Neitzel
Controller

DATED: _____

III

Res. No. 142 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 21, 2022.

A RESOLUTION authorizing the transfer of funds to repay advances made in 2017 to the Redevelopment Authority from the General Fund and the Capital Projects Fund.

WHEREAS, in 2017 the Redevelopment Authority Fund received advances from the General Fund and the Capital Projects Fund in the amounts of \$500,000 and \$75,000, respectively; and

WHEREAS, the transfer from the Capital Projects Fund to the Redevelopment Authority Fund was done pursuant to Res. No. 216-16-17; and

WHEREAS, the transfer from the General Fund to the Redevelopment Authority Fund was done pursuant to Res. No. 10-17-18; and

WHEREAS, in both Resolutions, the Common Council expressed its intent that the funds "will be repaid with interest"; and

WHEREAS, in its meeting on February 16, 2022, the Redevelopment Authority agreed to return the advances, including interest, to the City of Sheboygan; and

WHEREAS, it is appropriate for those funds to be repaid at this time.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer \$523,341.67 from the Redevelopment Authority Fund to the Capital Projects Fund.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to transfer \$78,501.25 from the Redevelopment Authority Fund to the General Fund.

FSP
2/3

BE IT FURTHER RESOLVED: That the amounts the Finance Director is authorized by this Resolution to transfer from the Redevelopment Authority Fund include both principal and appropriate interest from the 2017 advances.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. C. No. 206 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
February 7, 2022.

Your Committee to whom was referred R. O. No. 117-21-22 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing October 1, 2021 and ending December 31, 2021; recommends filing the report.

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 117 - 21 - 22. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
January 17, 2022.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2021 and ending December 31, 2021.

	2019	Y-T-D	2020	Y-T-D	2021
<u>Patrol and Investigations</u>	<u>Actual</u>	<u>12/31/20</u>	<u>Actual</u>	<u>12/31/21</u>	<u>Goals</u>
Homicide	1	2	2	1	0
Rape	31	20	20	39	20
Robbery	10	14	14	5	15
Aggravated Assault	114	107	107	112	100
Violent Crime Total	156	143	143	157	125
Burglary	89	96	96	82	100
Theft	678	689	689	563	900
Motor Vehicle Theft	19	35	35	34	30
Arson	3	10	10	5	5
Property Crime Total	789	830	830	684	1050
Percent of Offenses Cleared	64%	56%	56%	47%	70%
Value of Property Stolen	\$1,170,450	\$475,001	\$475,001	\$711,334	\$500,000
Value of Property Recovered	\$678,222	\$389,071	\$389,071	\$321,044	\$200,000
Percent of Stolen Recovered	57%	82%	82%	45%	40%
Accident Investigations	1,592	1,340	1,340	1,365	1,500
Traffic Stops	4,937	3,455	3,455	4,395	No Goal
Traffic Arrests	3,924	2,611	2,611	3,016	No Goal
Other Arrests	3,204	2,646	2,646	2,810	No Goal
Speed Trailer Deployments	17	8	8	29	20
HVEE Deployments	31	1	1	65	12
Parking Tickets Issued	7,840	6,098	6,098	6,631	10,000
Bicycles Recovered	168	118	118	190	150
Involuntary Commitments	110	101	101	144	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,326	1,216	1,216	1,142	2,750
Open Records Requests	6,546	7,318	7,318	6,502	4,000
Nixle Messages Sent	239	97	97	78	250
Press Releases	28	20	20	18	50
Tweets	224	92	92	111	350
Facebook likes	12,164	14,618	14,618	15,679	13,000
Reported Crime Maps	85	100	100	98	104
Crime Comparison Reports	25	24	24	22	26

CHIEF OF POLICE

R. O. No. 117 - 21 - 22 (amended). By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
February 21, 2022.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2021 and ending December 31, 2021.

	2019	Y-T-D	2020	Y-T-D	2021
<u>Patrol and Investigations</u>	<u>Actual</u>	<u>12/31/20</u>	<u>Actual</u>	<u>12/31/21</u>	<u>Goals</u>
Homicide	1	2	2	1	0
Rape	31	20	20	39	20
Robbery	10	14	14	5	15
Aggravated Assault	114	107	107	112	100
Violent Crime Total	156	143	143	157	125
Burglary	89	96	96	82	100
Theft	678	689	689	563	840
Motor Vehicle Theft	19	35	35	34	30
Arson	3	10	10	5	10
Property Crime Total	789	830	830	684	1050
Percent of Offenses Cleared	64%	56%	56%	47%	70%
Value of Property Stolen	\$1,170,450	\$475,001	\$475,001	\$711,334	\$500,000
Value of Property Recovered	\$678,222	\$389,071	\$389,071	\$321,044	\$200,000
Percent of Stolen Recovered	57%	82%	82%	45%	40%
Accident Investigations	1,592	1,340	1,340	1,365	1,500
Traffic Stops	4,937	3,455	3,455	4,395	No Goal
Traffic Arrests	3,924	2,611	2,611	3,016	No Goal
Other Arrests	3,204	2,646	2,646	2,810	No Goal
Speed Trailer Deployments	17	8	8	29	20
HVEE Deployments	31	1	1	65	12
Parking Tickets Issued	7,840	6,098	6,098	6,631	10,000
Bicycles Recovered	168	118	118	190	150
Involuntary Commitments	110	101	101	144	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,326	1,216	1,216	1,142	2,750
Open Records Requests	6,546	7,318	7,318	6,502	4,000
Nixle Messages Sent	239	97	97	78	250
Press Releases	28	20	20	18	50
Tweets	224	92	92	111	350
Facebook likes	12,164	14,618	14,618	15,679	16,500
Reported Crime Maps	85	100	100	98	104
Crime Comparison Reports	25	24	24	22	26

CHIEF OF POLICE

R. C. No. 217 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
February 21, 2022.

Your Committee to whom was referred Res. No. 131-21-22 by Alderpersons Mitchell and Filicky-Peneski providing for the sale of approximately \$2,215,000 General Obligation Promissory Notes, Series 2022A; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 131 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 7, 2022.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,215,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2022A.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$2,215,000 for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2022 Capital Improvement Plan, including street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:


Section 1. The Notes. The City shall issue its General Obligation Promissory Notes, Series 2022A (the "Notes") in an amount of approximately \$2,215,000 for the purposes above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

FP

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement concerning this issue to be prepared by Ehlers. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____, 2022. _____, City Clerk

Approved _____, 2022. _____, Mayor

VIII

R. C. No. 216 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
February 21, 2022.

Your Committee to whom was referred Res. No. 134-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget transfer and appropriation in the 2022 budget to complete an interfund transfer between the Tax Incremental District 6 Debt Fund and the Redevelopment Authority Fund; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

Res. No. 134 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 7, 2022.

A RESOLUTION authorizing a budget transfer and appropriation in the 2022 budget to complete an interfund transfer between the Tax Incremental District 6 Debt Fund and the Redevelopment Authority Fund.

WHEREAS, in 1992, the Redevelopment Authority entered into a developer's agreement with Heartland Properties to provide three individual loans totaling \$840,004; and

WHEREAS, under these loans, Heartland Properties was to pay interest expenses equivalent to the interest rates on the City's borrowed funds in TID 6; and

WHEREAS, Heartland Properties used the loan proceeds to renovate three buildings on South 8th Street into affordable housing developments; and

WHEREAS, during an audit of this loan, it was determined that principal payments from Heartland Properties were receipted to the Tax Incremental District 6 Debt Fund, not the Redevelopment Authority Fund, as should have occurred; and

WHEREAS, on December 15, 2021, the Redevelopment Authority approved a payoff request from Heartland Properties, in the amount of \$463,816, to close out the three loans; and

WHEREAS, at this time it is appropriate to transfer the payments made toward the loan by Heartland Properties (which included payments from Heartland Properties that were incorrectly receipted in the Tax Incremental District 6 Debt Fund and property tax payments which, pursuant to the terms of the developer's agreement counted toward the loan repayment) to the Redevelopment Authority Fund.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Redevelopment Authority Fund - Interfund Transfer from TID 6 Debt Fund (Account No. 29515100-492304) by \$376,188.

BE IT FURTHER RESOLVED: That the funding to support the transfer shall come from an increase in the previously budgeted appropriation for TID 6 Debt Fund - Interfund to Redevelopment Authority (Account No. 30481400-811295) in the same amount.

FJP
2/3

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the corresponding transfer associated with this budget appropriation.


R. Thickey

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 218 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
February 21, 2022.

Your Committee to whom was referred Res. No. 137-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the purchase of 5509 Moenning and vacant land located East of Moenning Road for future use by the City; recommends adopting the Resolution with amendment to include Parcel 59030-454922 to the listing of documents.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

Res. No. 137 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 7, 2021.

A RESOLUTION authorizing the purchase of 5509 Moenning and vacant land located East of Moenning Road for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and David L. Gartman LLC.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

THP



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-13 VACANT LAND OFFER TO PURCHASE

ATTORNEY

1 **LICENSEE DRAFTING THIS OFFER ON** January 28, 2022 **[DATE] IS (AGENT-OF-BUYER)**
 2 **(AGENT OF SELLER/LISTING FIRM) (AGENT-OF-BUYER-AND-SELLER) STRIKE THOSE NOT APPLICABLE**
 3 The Buyer, City of Sheboygan, a Wisconsin municipal corporation
 4 offers to purchase the Property known as approx 195.46 acres of vacant land located East of Moenning Road, including 5509 Moenning
 5 Road; see attached Addendum for additional details
 6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
 7 attach as an addendum per line 686] in the Town of Wilson
 8 County of Sheboygan Wisconsin, on the following terms:
 9 **[PURCHASE PRICE]** The purchase price is Three Million Six Hundred Seventy-five Thousand and NO/100; see Addendum, paragraph
 10 _____ Dollars (\$ 3,675,000.00).
 11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date
 12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A
 13
 14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
 15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**
 16 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
 17 lines 12-13) and the following:
 18 _____
 19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
 20 **and will continue to be owned by the lessor.**
 21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
 22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
 24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
 25 and docks/piers on permanent foundations.
 26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
 27 **an addendum per line 686.**
 28 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
 29 on or before Wednesday, February 23, 2022 by 4:00pm
 30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
 31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
 32 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
 33 copies of the Offer.
 34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
 35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
 36 **[CLOSING]** This transaction is to be closed on TO BE DETERMINED
 37
 38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
 39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
 40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
 41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
 42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
 43 **transfer instructions.**
 44 **[EARNEST MONEY]**
 45 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer.
 46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
 47 ■ **EARNEST MONEY** of \$ 5,000.00 will be mailed, or commercially, electronically
 48 or personally delivered within 5 days ("5" if left blank) after acceptance.
 49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Seller's atty;
 50 payable to "Hopp Neumann Humke LLP Trust Acct" for retention in the firm's client trust account) **STRIKE THOSE NOT APPLICABLE**
 51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
 52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
 53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
 54 **disbursement agreement.**
 55 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except: NONE OTHER

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated January 27, 2022, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

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

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

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

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

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

181 lease agreement or an extension of credit from an electric cooperative.

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

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

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

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

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

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

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

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

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

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

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

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

252

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

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

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

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

266 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
 267 tank; ☐ other: _____.

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

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

274

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

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

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

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

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

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

293

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

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

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

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

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

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

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

INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

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

_____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

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

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sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

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

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

(1) signed by Buyer; or,

(2) accompanied by Buyer's written direction for delivery.

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

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

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

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

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

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

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

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

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

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

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report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

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

(2) Seller has the right to cure but:

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

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

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

☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____

no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

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

(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

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

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

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

Other: _____

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

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

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

☐ **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and NONE OTHER _____.

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

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

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

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

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

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

☐ _____

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

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

Property Address: approx 195.46 acres of vacant land located East of Moenning Rd, including 5509 Moenning Rd; see Add.

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

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and NONE OTHER

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

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

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

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

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

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

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

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

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

537 _____
 538 _____ Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
 592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
 593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

Property Address: approx 195.46 acres of vacant land located East of Moenning Rd, including 5509 Moenning Rd; see Add.

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

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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ADDENDUM TO VACANT LAND OFFER TO PURCHASE

This Addendum supplements the following terms and provisions set out in the Vacant Land Offer to Purchase dated **January 28, 2022**, and is an important part thereof, between the **City of Sheboygan**, a Wisconsin municipal corporation (hereinafter referred to as the "Buyer") and **David L. Gartman LLC**, a Wisconsin limited liability company (hereinafter referred to as the "Seller") for approximately 195.46± acres of Vacant Land situated East of Moenning Road, including Seller's homestead parcel located at 5509 Moenning Road, Sheboygan, WI 53081. The preprinted Vacant Land Offer to Purchase and this Addendum are collectively referred to herein as the "Offer".

1. **Property/Parcel Numbers.** The parcel numbers that are subject to this Offer are as follows:

59030-454900 (40.00 acres)
59030-454910 (37.59 acres)
59030-454911 (2.41 acres; in sanitary district)
59030-454920 (16.13 acres; not in sanitary district)
59030-454921 (0.82 acres; in sanitary district)
59030-454950 (20.00 acres)
59030-454870 (39.00 acres)
59030-454881 (40.00 acres)

2. **Purchase Price.** The parties agree that the Purchase Price for the Property as referenced above in paragraph 1, shall be payable in five (5) annual installments, as follows:

Year	Amount	
2022	\$900,000.00	Paid at closing
2023	\$693,750.00	Paid on the 2023 anniversary of closing
2024	\$693,750.00	Paid on the 2024 anniversary of closing
2025	\$693,750.00	Paid on the 2025 anniversary of closing
2026	\$693,750.00	Paid on the 2026 anniversary of closing

3. **Note & Mortgage.** The Purchase Price installments shall be secured by a first position mortgage and promissory note acceptable to both parties. The note will bear interest at the Applicable Federal Rate ("AFR") for a mid-term (5-year note) loan. The Buyer may prepay upon Seller's consent and approval. Buyer to execute the note and mortgage at Closing.

4. **Post-Closing Occupancy of Homestead Parcel.** Seller shall have post-closing occupancy of the homestead parcel located at 5509 Moenning Road, Sheboygan, WI 53081 at a rental rate of \$500.00 per month until David Gartman and his wife Clare Gartman, and son Kevin Gartman, die or are unable to the stay in the Property, or voluntarily decide to vacate the premises, whichever comes first. In the event, David and Clare Gartman are deceased or are unable to occupy the Property or have voluntarily decided to vacate the Property, Kevin Gartman would be required to vacate the Property. Seller shall be responsible for utilities, renter's insurance, and

maintenance of the homestead parcel. Seller and Buyer will enter into a mutually acceptable lease agreement at Closing.

5. **Farmland Lease Back.** Buyer shall allow Seller, at Seller's option, to lease back any farmland included in the 195.46± acres sold to Buyer not under development by Buyer. Buyer will provide Seller a 7-month notice to remove crops and vacate the leased land in the event development is commenced. Buyer and Seller to negotiate lease terms in good faith once it is determined that Seller is interested in leasing the vacant land not under development.

6. **Removal of Property.** Seller, at its option and cost, shall be entitled to salvage and remove the outbuildings, feed bins, and gravel from the barn area adjacent to the homestead parcel over the 5-year period following Closing. Seller shall defend, hold harmless, and indemnify the Buyer against any and all claims, liabilities, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the Seller arising from or related to the negligent or intentional tortuous acts or omissions of Seller and its agents in performing the actions listed above.

7. **Conflicting Terms.** In the event of any conflict between the provisions of this Addendum and the provisions of the preprinted Offer, the provisions of this Addendum shall control.

8. **Counterparts; Signatures.** This Offer may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Buyer and Seller agree that facsimile and/or electronically transmitted signatures will be binding on both parties.

9. **Broker.** Each party warrants that no real estate broker has been engaged by them, and that no broker's commission is due by reason of this transaction.

BUYER:
CITY OF SHEBOYGAN

SELLER:
DAVID L. GARTMAN LLC

By: _____
Print Name: _____
Its: _____

By: _____
David L. Gartman, Member

By: _____
Print Name: _____
Its: _____

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VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT approx. 195.46 acres of vacant land
East of Moenning Rd., including 5509 Moenning Road IN THE Town
(CITY) (VILLAGE) (TOWN) OF Wilson, COUNTY OF
Sheboygan STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF January (MONTH) 27 (DAY), 2022 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

- | | YES | NO | N/A |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of a defect relating to a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Explanation of "yes" responses <u>C.1 underground tanks removed by order of State (DNR)</u> | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D7. Explanation of "yes" responses _____			

E. LAND USE

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state or federal regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | YES | NO | N/A |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E15. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E19. Are you aware of existing or abandoned manure storage facilities located on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E20. Are you aware that all or part of the property is enrolled in the managed forest land program?
The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html . | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

E21. Explanation of "yes" responses _____

F. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Electricity _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Municipal water _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Telephone _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Cable television _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Natural gas _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Municipal sewer _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F8. Are you aware of other defects affecting the property?
Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. The owner has owned the property for <u>10</u> years. | | | |
| F11. Explanation of "yes" responses _____ | | | |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner David Gartmann, LLC Date _____
 Owner x [Signature] MEMBER Date 1-27-2022
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

ADDENDUM TO VACANT LAND OFFER TO PURCHASE

This Addendum supplements the following terms and provisions set out in the Vacant Land Offer to Purchase dated **January 28, 2022**, and is an important part thereof, between the **City of Sheboygan**, a Wisconsin municipal corporation (hereinafter referred to as the "Buyer") and **David L. Gartman LLC**, a Wisconsin limited liability company (hereinafter referred to as the "Seller") for approximately 195.46± acres of Vacant Land situated East of Moenning Road, including Seller's homestead parcel located at 5509 Moenning Road, Sheboygan, WI 53081. The preprinted Vacant Land Offer to Purchase and this Addendum are collectively referred to herein as the "Offer".

1. Property/Parcel Numbers. The parcel numbers that are subject to this Offer are as follows:

59030-454900 (40.00 acres)
 59030-454910 (37.59 acres)
 59030-454911 (2.41 acres; in sanitary district)
 59030-454920 (16.13 acres; not in sanitary district)
 59030-454921 (0.82 acres; in sanitary district)
 59030-454922 (1.92 acres, in sanitary district)
 59030-454950 (20.00 acres)
 59030-454870 (39.00 acres)
 59030-454881 (40.00 acres)

2. Purchase Price. The parties agree that the Purchase Price for the Property as referenced above in paragraph 1, shall be payable in five (5) annual installments, as follows:

Year	Amount	
2022	\$900,000.00	Paid at closing
2023	\$693,750.00	Paid on the 2023 anniversary of closing
2024	\$693,750.00	Paid on the 2024 anniversary of closing
2025	\$693,750.00	Paid on the 2025 anniversary of closing
2026	\$693,750.00	Paid on the 2026 anniversary of closing

3. Note & Mortgage. The Purchase Price installments shall be secured by a first position mortgage and promissory note acceptable to both parties. The note will bear interest at the Applicable Federal Rate ("AFR") for a mid-term (5-year note) loan. The Buyer may prepay upon Seller's consent and approval. Buyer to execute the note and mortgage at Closing.

4. Post-Closing Occupancy of Homestead Parcel. Seller shall have post-closing occupancy of the homestead parcel located at 5509 Moenning Road, Sheboygan, WI 53081 at a rental rate of \$500.00 per month until David Gartman and his wife Clare Gartman, and son Kevin Gartman, die or are unable to the stay in the Property, or voluntarily decide to vacate the premises, whichever comes first. In the event, David and Clare Gartman are deceased or are unable to occupy the Property or have voluntarily decided to vacate the Property, Kevin Gartman would be

required to vacate the Property. Seller shall be responsible for utilities, renter's insurance, and maintenance of the homestead parcel. Seller and Buyer will enter into a mutually acceptable lease agreement at Closing.

5. Farmland Lease Back. Buyer shall allow Seller, at Seller's option, to lease back any farmland included in the 195.46± acres sold to Buyer not under development by Buyer. Buyer will provide Seller a 7-month notice to remove crops and vacate the leased land in the event development is commenced. Buyer and Seller to negotiate lease terms in good faith once it is determined that Seller is interested in leasing the vacant land not under development.

6. Removal of Property. Seller, at its option and cost, shall be entitled to salvage and remove the outbuildings, feed bins, and gravel from the barn area adjacent to the homestead parcel over the 5-year period following Closing. Seller shall defend, hold harmless, and indemnify the Buyer against any and all claims, liabilities, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the Seller arising from or related to the negligent or intentional tortuous acts or omissions of Seller and its agents in performing the actions listed above.

7. Conflicting Terms. In the event of any conflict between the provisions of this Addendum and the provisions of the preprinted Offer, the provisions of this Addendum shall control.

8. Counterparts; Signatures. This Offer may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Buyer and Seller agree that facsimile and/or electronically transmitted signatures will be binding on both parties.

9. Broker. Each party warrants that no real estate broker has been engaged by them, and that no broker's commission is due by reason of this transaction.

BUYER:
CITY OF SHEBOYGAN

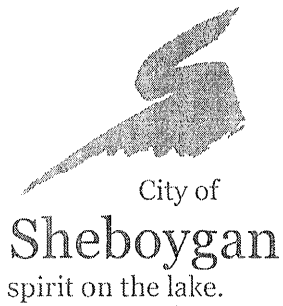
SELLER:
DAVID L. GARTMAN LLC

By: _____
Print Name: _____
Its: _____

By: _____
David L. Gartman, Member

By: _____
Print Name: _____
Its: _____

R:\CLIENT\11151\00002\00186525.DOCX



February 22, 2022

Attorney Michael Bauer
Hopp Neumann Humke LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

Re: Vacant Land Offer to Purchase between the City of Sheboygan
and David Gartman

Dear Attorney Bauer,

Please find enclosed an electronic copy of the vacant land offer agreement involving the City of Sheboygan and your client David Gartman which has been signed by the appropriate city officials. We understand that you are wishing to close by March 31, 2022. The City is prepared and available to close on or before March 31, 2022.

If you have any questions, please contact my office.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA/mm

Enclosure

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

WB-13 VACANT LAND OFFER TO PURCHASE

ATTORNEY

1 LICENSEE DRAFTING THIS OFFER ON January 28, 2022 [DATE] IS (AGENT-OF-BUYER)
 2 (AGENT OF SELLER/LISTING FIRM) (AGENT-OF-BUYER-AND-SELLER) ~~STRIKE THOSE NOT APPLICABLE~~
 3 The Buyer, City of Sheboygan, a Wisconsin municipal corporation
 4 offers to purchase the Property known as approx 195.46 acres of vacant land located East of Moenning Road, including 5509 Moenning
 5 Road; see attached Addendum for additional details
 6 (e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
 7 attach as an addendum per line 686) in the Town of Wilson
 8 County of Sheboygan Wisconsin, on the following terms:
 9 **PURCHASE PRICE** The purchase price is Three Million Six Hundred Seventy-five Thousand and NO/100; see Addendum, paragraph
 10 Dollars (\$ 3,675,000.00).
 11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
 12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A
 13
 14 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included
 15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.
 16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
 17 lines 12-13) and the following:
 18
 19 **CAUTION:** Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
 20 and will continue to be owned by the lessor.
 21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
 22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
 24 limited to, all, perennial crops, garden bulbs, plants; shrubs and trees; fences; storage buildings on permanent foundations
 25 and docks/piers on permanent foundations.
 26 **CAUTION:** Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
 27 an addendum per line 686.
 28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
 29 on or before Wednesday, February 23, 2022 by 4:00pm
 30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
 31 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
 32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
 33 copies of the Offer.
 34 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
 35 deadlines running from acceptance provide adequate time for both binding acceptance and performance.
 36 **CLOSING** This transaction is to be closed on TO BE DETERMINED
 37
 38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
 39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
 40 **CAUTION:** To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
 41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
 42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
 43 transfer instructions.
 44 **EARNEST MONEY**
 45 ☒ **EARNEST MONEY** of \$ accompanies this Offer.
 46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
 47 ☒ **EARNEST MONEY** of \$ 5,000.00 will be mailed, or commercially, electronically
 48 or personally delivered within 5 days ("5" if left blank) after acceptance.
 49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Seller's atty;
 50 payable to "Hopp Neumann Humke LLP Trust Acct" for retention in the firm's client trust account) ~~STRIKE THOSE NOT APPLICABLE~~
 51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
 52 **CAUTION:** If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
 53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
 54 disbursement agreement.
 55 ☒ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

Property Address: approx 195.46 acres of vacant land located East of Moenning Rd, including 5509 Moenning Rd; see Add.

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except: **NONE OTHER**

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated January 27, 2022 _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

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

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

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

Property Address: approx 195.46 acres of vacant land located East of Moenning Rd, including 5509 Moenning Rd; see Add.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.
182 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.
191 **CAUTION:** If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such
192 programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program
193 such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not
194 continued after sale. The Parties agree this provision survives closing.
195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.
206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.
211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.
215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.
221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.
229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.
231 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
232 occupied for farming or grazing purposes.
233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

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

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

252 _____
253 _____ [insert proposed use

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

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

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

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

266 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____

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

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

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

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

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

279 ☐ other _____

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

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

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

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

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

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

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

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

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

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

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

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

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

_____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

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

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sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed ____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed ____%. The initial interest rate shall be fixed for ____ months, at which time the interest rate may be increased not more than ____% ("2" if left blank) at the first adjustment and by not more than ____% ("1" if left blank) at each subsequent adjustment.

The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus ____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

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

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

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

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

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

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- (2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

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

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

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

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

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

435 ☐ CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

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

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

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

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

447 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

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

451 Other: _____

452 ☐ (insert other requirements, if any (e.g., payment of additional earnest money, etc.))

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

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

464 ☐ CLOSING PRORATIONS: The following items, if applicable, shall be prorated at closing, based upon date of closing values:
465 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
466 association assessments, fuel and NONE OTHER

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

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

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

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

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

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

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

480 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
481 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

Property Address: approx 195.46 acres of vacant land located East of Moenning Rd, including 5509 Moenning Rd; see Add. _____

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

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and NONE OTHER

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

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

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

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

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

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

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

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

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

537 _____
 538 _____, Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

Property Address: approx 195.46 acres of vacant land located East of Moonning Rd, including 5509 Moonning Rd; see Add.

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545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

Property Address: approx 195.46 acres of vacant land located East of Moenning Rd, including 5509 Moenning Rd; see Add. Page 11 of 12. WB-13

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

Property Address: approx 195.46 acres of vacant land located East of Moenning Rd, including 5509 Moenning Rd; see Add. Page 12 of 12, WB-13

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 667 688-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Attorney J. Phil Mueller, Hopp Neumann Humke LLP

671 Name of Buyer's recipient for delivery, if any: Chad Pelishek, City of Sheboygan Director of Planning and Development

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

673 Seller: (920) 457-8411

Buyer: ()

674 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 676 line 679 or 680.

677 ☒ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: 5509 Moenning Road, Sheboygan, WI 53081, with a copy to Ally J. Phil Mueller, Hopp Neumann Humke LLP *

680 Address for Buyer:

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

682 Email Address for Seller: davidgartman@outlook.com, with a copy to phil.mueller@hopplaw.com

683 Email Address for Buyer: chad.pelishek@sheboyganwi.gov

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

686 ☒ **ADDENDA**: The attached Addendum is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Attorney J. Phil Mueller, Hopp Neumann Humke LLP

688 CITY OF SHEBOYGAN

689 (x) Ryan Sorenson Ryan Sorenson

2/24/2022

690 Buyer's Signature ▲ Print Name Here ► By:

Date ▲

691 (x) Meredith DeBruin Meredith DeBruin

2/24/2022

692 Buyer's Signature ▲ Print Name Here ► By:

Date ▲

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

DAVID L. GARTMAN LLC

697 (x) David L. Gartman David L. Gartman

2-23-2022

698 Seller's Signature ▲ Print Name Here ► By: David L. Gartman, Member

Date ▲

699 (x) David L. Gartman David L. Gartman

11:42 AM

700 Seller's Signature ▲ Print Name Here ►

Date ▲

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

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

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM TO VACANT LAND OFFER TO PURCHASE

This Addendum supplements the following terms and provisions set out in the Vacant Land Offer to Purchase dated **January 28, 2022**, and is an important part thereof, between the **City of Sheboygan**, a Wisconsin municipal corporation (hereinafter referred to as the "Buyer") and **David L. Gartman LLC**, a Wisconsin limited liability company (hereinafter referred to as the "Seller") for approximately 195.46± acres of Vacant Land situated East of Moenning Road, including Seller's homestead parcel located at 5509 Moenning Road, Sheboygan, WI 53081. The preprinted Vacant Land Offer to Purchase and this Addendum are collectively referred to herein as the "Offer".

1. **Property/Parcel Numbers.** The parcel numbers that are subject to this Offer are as follows:

59030-454900 (40.00 acres)
59030-454910 (37.59 acres)
59030-454911 (2.41 acres; in sanitary district)
59030-454920 (16.13 acres; not in sanitary district)
59030-454921 (0.82 acres; in sanitary district)
59030-454922 (1.92 acres; in sanitary district)
59030-454950 (20.00 acres)
59030-454870 (39.00 acres)
59030-454881 (40.00 acres)

2. **Purchase Price.** The parties agree that the Purchase Price for the Property as referenced above in paragraph 1, shall be payable in five (5) annual installments, as follows:

Year	Amount	
2022	\$900,000.00	Paid at closing
2023	\$693,750.00	Paid on the 2023 anniversary of closing
2024	\$693,750.00	Paid on the 2024 anniversary of closing
2025	\$693,750.00	Paid on the 2025 anniversary of closing
2026	\$693,750.00	Paid on the 2026 anniversary of closing

3. **Note & Mortgage.** The Purchase Price installments shall be secured by a first position mortgage and promissory note acceptable to both parties. The note will bear interest at the Applicable Federal Rate ("AFR") for a mid-term (5-year note) loan. The Buyer may prepay upon Seller's consent and approval. Buyer to execute the note and mortgage at Closing.

4. **Post-Closing Occupancy of Homestead Parcel.** Seller shall have post-closing occupancy of the homestead parcel located at 5509 Moenning Road, Sheboygan, WI 53081 at a rental rate of \$500.00 per month until David Gartman and his wife Clare Gartman, and son Kevin Gartman, die or are unable to the stay in the Property, or voluntarily decide to vacate the premises, whichever comes first. In the event, David and Clare Gartman are deceased or are unable to occupy the Property or have voluntarily decided to vacate the Property, Kevin Gartman would be

required to vacate the Property. Seller shall be responsible for utilities, renter's insurance, and maintenance of the homestead parcel. Seller and Buyer will enter into a mutually acceptable lease agreement at Closing.

5. **Farmland Lease Back.** Buyer shall allow Seller, at Seller's option, to lease back any farmland included in the 195.46± acres sold to Buyer not under development by Buyer. Buyer will provide Seller a 7-month notice to remove crops and vacate the leased land in the event development is commenced. Buyer and Seller to negotiate lease terms in good faith once it is determined that Seller is interested in leasing the vacant land not under development.

6. **Removal of Property.** Seller, at its option and cost, shall be entitled to salvage and remove the outbuildings, feed bins, and gravel from the barn area adjacent to the homestead parcel over the 5-year period following Closing. Seller shall defend, hold harmless, and indemnify the Buyer against any and all claims, liabilities, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the Seller arising from or related to the negligent or intentional tortuous acts or omissions of Seller and its agents in performing the actions listed above.

7. **Conflicting Terms.** In the event of any conflict between the provisions of this Addendum and the provisions of the preprinted Offer, the provisions of this Addendum shall control.

8. **Counterparts; Signatures.** This Offer may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Buyer and Seller agree that facsimile and/or electronically transmitted signatures will be binding on both parties.

9. **Broker.** Each party warrants that no real estate broker has been engaged by them, and that no broker's commission is due by reason of this transaction.

BUYER:
CITY OF SHEBOYGAN

SELLER:
DAVID L. GARTMAN LLC

By: Meredith DeBruin
Print Name: Meredith DeBruin
Its: City Clerk

By: David L. Gartman
David L. Gartman, Member

By: Ryan Sorenson
Print Name: Ryan Sorenson
Its: Mayor

R:\CLIENT\11151\00002\00186525.DOCX

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT approx. 195.46 acres of vacant land
East of Moenning Rd., including 5509 Moenning Road IN THE Town
(CITY) (VILLAGE) (TOWN) OF Wilson, COUNTY OF
Sheboygan STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF January (MONTH) 27 (DAY), 2022 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

- | | YES | NO | N/A |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
- B7. Explanation of "yes" responses _____
- _____
- _____
- _____

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of a defect relating to a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

C7. Explanation of "yes" responses C1 underground tanks removed by order of State (DNR)

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D7. Explanation of "yes" responses _____			

E. LAND USE

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state or federal regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | YES | NO | N/A |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E15. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E19. Are you aware of existing or abandoned manure storage facilities located on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E20. Are you aware that all or part of the property is enrolled in the managed forest land program?
The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html . | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E21. Explanation of "yes" responses _____

_____ | | | |

F. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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- | | YES | NO | N/A |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Electricity _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Municipal water _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Telephone _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Cable television _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Natural gas _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Municipal sewer _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F8. Are you aware of other defects affecting the property?
Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. The owner has owned the property for <u>10</u> years. | | | |
| F11. Explanation of "yes" responses _____ | | | |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner David Gartmann, LLC Date _____
 Owner x. [Signature] MEMBER Date 1-27-2022
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

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VIII

R. C. No. 214 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
February 21, 2022.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 139-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Administrator to execute a Master Service Agreement and Statement of Work with Language Line Services, Inc. for on-demand translation services; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE & PERSONNEL COMMITTEE

Res. No. 139 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
February 14, 2022.

A RESOLUTION authorizing the City Administrator to execute a Master Service Agreement and Statement of Work with Language Line Services, Inc. for on-demand translation services.

WHEREAS, the City of Sheboygan has drafted a Title VI Program, which is aimed at, among other things, ensuring meaningful access to the City's programs, activities, and services for persons with Limited English Proficiency (LEP); and

WHEREAS, in order to provide meaningful access to the City's programs, activities, and services, it is in the best interest of the City of Sheboygan to enter into an agreement with Language Line Services, Inc. for on-demand phone-based translation services.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator is authorized to execute the Master Service Agreement and Statement of Work with Language Line Services, Inc. for on-demand translation services (the "Agreement"), a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, as the Agreement has a Term that continues until termination by one of the parties, unless the Agreement is terminated by Language Line Services, Inc. or the Common Council, the City Administrator may, if the City Administrator determines that termination is in the best interest of the City, terminate the Agreement in the manner set forth in the Agreement.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, to the extent they are budgeted, to make payment from the appropriate account to Language Line Services, Inc. pursuant to the terms of the Agreement.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Master Service Agreement

Client Name ("Customer"): City of Sheboygan	Client # (if applicable):
----------------------------------------------------	---------------------------

Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services provided by LanguageLine to Customer under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Statement(s) of Work, each of which is made a part of this Agreement. This Agreement and each of the Services the Customer chooses to receive from LanguageLine will become effective upon signing by both Parties and will continue in effect until terminated under Section 11 ("Termination"), provided that if LanguageLine is requested to and provides any Services to Customer prior to Customer's signing this Agreement, the terms and conditions of this Agreement will apply as if the Agreement had been signed by Customer. If Customer continues to request and receive Services after this Agreement has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of LanguageLine) or (iii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliate(s), those affiliate(s) must be identified on **Schedule A** of this Agreement and each such affiliate must enter into a separate Master Service Agreement with LanguageLine. An "affiliate" is any entity under Customer's full or partial control or otherwise related to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** Both parties understand that the Customer is a municipal entity and subject to all applicable laws regarding public entities, including the Wisconsin Public Records Law. Nothing in this section or in this Agreement shall be interpreted as prohibiting the Customer from complying with its obligations under the Wisconsin Public Records Law (or any other applicable law). With that said, the parties recognize that, in the course of performance of this Agreement, it may be necessary and desirable for them to exchange confidential information ("Confidential Information"). Such information shall be clearly identified as "Confidential Information." To the extent permitted by law, each party shall treat the other party's Confidential Information as confidential, provided that—in the case of written material—the material is (1) marked as confidential or proprietary at the time of disclosure and (2) not otherwise publicly or otherwise known or available from a lawful source. In the case of non-written material, each party shall treat the other party's Confidential Information as confidential so long as it is (1) made clear that the information is confidential and (2) not otherwise publicly or otherwise known or available from a lawful source. Each party represents and warrants that it will only use Confidential Information from the other party for the performance of this Agreement. Customer shall only disclose Company's Confidential Information in response to a Public Records Request, discovery request, or similar process (a "Request") after following the process in this Section. In the event Customer receives Confidential Information from the Company, and Customer receives a Request for any or all of the Confidential Information received, the Customer shall email the Company at customercare@languageline.com with a copy to contractadministrator@languageline.com. Company

Master Service Agreement

acknowledges and recognizes that under Wisconsin Public Records Law, Customer is to respond to a Public Records Request within ten days of receipt. Company may provide guidance to Customer regarding whether requested information is Confidential Information. Any such guidance shall be provided to Customer within five (5) business days of receipt of notice of the Request. Receipt of notice shall be deemed to occur upon receipt of the email. If no guidance is provided to Customer, Company shall be deemed to have waived any assertion that records in question are Confidential Information under this Agreement. In the event Customer follows Company's guidance, and Customer is subject to any legal challenge regarding Customer's assertion of Company's guidance, Company shall indemnify, defend, and hold the Customer harmless from any and all resulting claims and damage, which is not subject to the limitations in Section 7. Company shall only disclose Customer's Confidential Information in response to a discovery request or similar process after following the process in this Section. In the event Company receives Confidential Information from the Customer, and Company receives a discovery request or similar process for any or all of the Confidential Information received, the Company shall email the Customer at chad.pelishkek@sheboyganwi.gov. Customer may provide guidance to Company regarding whether requested information is Confidential Information and whether a statute or other provision may govern or limit its release. Nothing in this Section shall prevent either party from—at that party's sole cost—taking any other step permitted by law, such as asserting an objection, challenging the validity of a request, or seeking a protective order in a court of competent jurisdiction, to protect its Confidential Information. The parties recognize that any step permitted by law must take place within the deadlines required by any applicable statute, rules, or regulations. This Agreement cannot and does not extend the timeline for such action.

5. **LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are located within and outside of the United States (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT,

Master Service Agreement

EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8. **INDEMNIFICATION.** The Parties each agree to defend, hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party.
10. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
11. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
12. **ADDITIONAL TERMS.**
 - a. **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
 - b. **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
 - c. **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
 - d. **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by Wisconsin law relating to contracts made in the State of Wisconsin and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
 - e. **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
 - f. **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.

Master Service Agreement

- g. **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
- h. **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
- i. **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to ContractAdministrationTeam@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.
- j. **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

13. ENTIRE AGREEMENT. This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:

Master Service Agreement

Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Master Service Agreement

Schedule A – Excluded Affiliates

Please identify any affiliates whose use of the Services will not be paid by the Customer:

AFFILIATE #1
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #2
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #3
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #4
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #5
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:

Additional affiliates can be listed in a separate page and attached to this document.

Statement of Work

LanguageLine® PhoneSM Interpreting

Client Name ("Customer"): City of Sheboygan	Client # (if applicable):
----------------------------------------------------	---------------------------

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID Waived
- (c) **MONTHLY MINIMUM** per CID Waived
- (d) **PLATFORM ACCESS FEE** per call Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment \$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.72
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.72
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.72
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.72

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone \$4.50
 - 1Solution Dual Handset IP Phone \$12.50

Statement of Work

LanguageLine® PhoneSM Interpreting

- (c) Panasonic® Cordless Phone with Dual Handsets \$10.50
- PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@language.com and ContractAdministrationTeam@language.com. Details will be available from your Account Executive.
- 1Solution Analog Dual Handset Phone \$60.00
- 1Solution Dual Handset IP Phone \$150.00
- Panasonic Cordless Phone with Dual Handsets \$85.00
- Panasonic Headset \$25.00
- Handsets \$10.00
- Handset Splitters (price per unit) \$6.00
- Wall Splitters (price per unit) \$6.00

2. OTHER FEES

- 2.1. FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 2.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer \$1.75
- 2.3. OPTIONAL CUSTOMIZATIONS**
- (a) Report configuration per hour Waived
- (b) Report maintenance per month Waived
- (c) Training assistance on site per day per training Waived
- (d) Training materials development per hour Waived

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Statement of Work

LanguageLine® PhoneSM Interpreting

Master Service Agreement

Client Name ("Customer"): **City of Sheboygan**

Client # (if applicable):

Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services provided by LanguageLine to Customer under this Agreement.

TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Statement(s) of Work, each of which is made a part of this Agreement. This Agreement and each of the Services the Customer chooses to receive from LanguageLine will become effective upon signing by both Parties and will continue in effect until terminated under Section 11 ("Termination"), provided that if LanguageLine is requested to and provides any Services to Customer prior to Customer's signing this Agreement, the terms and conditions of this Agreement will apply as if the Agreement had been signed by Customer. If Customer continues to request and receive Services after this Agreement has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
2. **PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of LanguageLine) or (iii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliate(s), those affiliate(s) must be identified on **Schedule A** of this Agreement and each such affiliate must enter into a separate Master Service Agreement with LanguageLine. An "affiliate" is any entity under Customer's full or partial control or otherwise related to Customer.
3. **USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
4. **CONFIDENTIALITY.** Both parties understand that the Customer is a municipal entity and subject to all applicable laws regarding public entities, including the Wisconsin Public Records Law. Nothing in this section or in this Agreement shall be interpreted as prohibiting the Customer from complying with its obligations under the Wisconsin Public Records Law (or any other applicable law). With that said, the parties recognize that, in the course of performance of this Agreement, it may be necessary and desirable for them to exchange confidential information ("Confidential Information"). Such information shall be clearly identified as "Confidential Information." To the extent permitted by law, each party shall treat the other party's Confidential Information as confidential, provided that—in the case of written material—the material is (1) marked as confidential or proprietary at the time of disclosure and (2) not otherwise publicly or otherwise known or available from a lawful source. In the case of non-written material, each party shall treat the other party's Confidential Information as confidential so long as it is (1) made clear that the information is confidential and (2) not otherwise publicly or otherwise known or available from a lawful source. Each party represents and warrants that it will only use Confidential Information from the other party for the performance of this Agreement. Customer shall only disclose Company's Confidential Information in response to a Public Records Request, discovery request, or similar process (a "Request") after following the process in this Section. In the event Customer receives Confidential Information from the Company, and Customer receives a Request for any or all of the Confidential Information received, the Customer shall email the Company at customercare@languageline.com with a copy to contractadministrator@languageline.com. Company

Master Service Agreement

acknowledges and recognizes that under Wisconsin Public Records Law, Customer is to respond to a Public Records Request within ten days of receipt. Company may provide guidance to Customer regarding whether requested information is Confidential Information. Any such guidance shall be provided to Customer within five (5) business days of receipt of notice of the Request. Receipt of notice shall be deemed to occur upon receipt of the email. If no guidance is provided to Customer, Company shall be deemed to have waived any assertion that records in question are Confidential Information under this Agreement. In the event Customer follows Company's guidance, and Customer is subject to any legal challenge regarding Customer's assertion of Company's guidance, Company shall indemnify, defend, and hold the Customer harmless from any and all resulting claims and damage, which is not subject to the limitations in Section 7. Company shall only disclose Customer's Confidential Information in response to a discovery request or similar process after following the process in this Section. In the event Company receives Confidential Information from the Customer, and Company receives a discovery request or similar process for any or all of the Confidential Information received, the Company shall email the Customer at chad.pelishkek@sheboyganwi.gov. Customer may provide guidance to Company regarding whether requested information is Confidential Information and whether a statute or other provision may govern or limit its release. Nothing in this Section shall prevent either party from—at that party's sole cost—taking any other step permitted by law, such as asserting an objection, challenging the validity of a request, or seeking a protective order in a court of competent jurisdiction, to protect its Confidential Information. The parties recognize that any step permitted by law must take place within the deadlines required by any applicable statute, rules, or regulations. This Agreement cannot and does not extend the timeline for such action.

5. **LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are located within and outside of the United States (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT,

Master Service Agreement

EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.


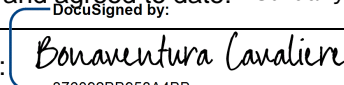

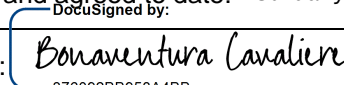
8. **INDEMNIFICATION.** The Parties each agree to defend, hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party.
10. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
11. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
12. **ADDITIONAL TERMS.**
 - a. **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
 - b. **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
 - c. **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
 - d. **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by Wisconsin law relating to contracts made in the State of Wisconsin and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
 - e. **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
 - f. **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.

Master Service Agreement

- g. **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
- h. **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
- i. **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageLine.com with a copy to ContractAdministrationTeam@languageLine.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.
- j. **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

13. ENTIRE AGREEMENT. This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date: February 23, 2022 DocuSigned by: 	Accepted and agreed to date: February 22, 2022 DocuSigned by: 
Signature:  42AB7B2AD7D744A...	Signature:  376092BB958A4BB...



Master Service Agreement

Name: Todd wolf	Name: Bonaventura A. Cavaliere
Title: City Administrator	Title: CFO

Master Service Agreement

Schedule A – Excluded Affiliates

Please identify any affiliates whose use of the Services will not be paid by the Customer:

AFFILIATE #1
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #2
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #3
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #4
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #5
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:

Additional affiliates can be listed in a separate page and attached to this document.

Statement of Work

LanguageLine® PhoneSM Interpreting

Client Name ("Customer"): **City of Sheboygan**

Client # (if applicable):

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID Waived
- (c) **MONTHLY MINIMUM** per CID Waived
- (d) **PLATFORM ACCESS FEE** per call Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment \$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.72
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.72
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.72
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.72

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone \$4.50
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Statement of Work

LanguageLine® PhoneSM Interpreting

- (c) Panasonic® Cordless Phone with Dual Handsets \$10.50
- PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@language.com and ContractAdministrationTeam@language.com. Details will be available from your Account Executive.
- 1Solution Analog Dual Handset Phone \$60.00
- 1Solution Dual Handset IP Phone \$150.00
- Panasonic Cordless Phone with Dual Handsets \$85.00
- Panasonic Headset \$25.00
- Handsets \$10.00
- Handset Splitters (price per unit) \$6.00
- Wall Splitters (price per unit) \$6.00

2. OTHER FEES


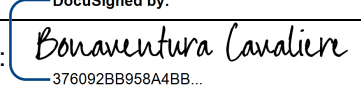
2.1. FINANCE FEE. Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.

2.2. OPTIONAL PAPER INVOICE. Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer \$1.75

2.3. OPTIONAL CUSTOMIZATIONS

- (a) Report configuration per hour Waived
- (b) Report maintenance per month Waived
- (c) Training assistance on site per day per training Waived
- (d) Training materials development per hour Waived

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date: February 23, 2022 DocuSigned by:	Accepted and agreed to date: February 22, 2022 DocuSigned by:
Signature:  42AB7B2AD7D744A...	Signature:  376092BB958A4BB...
Name: Todd Wolf	Name: Bonaventura A. Cavaliere
Title: City Administrator	Title: CFO

Gen. Ord. No. 39 - 21 - 22. By Alderperson Perrella. February 21, 2022.

AN ORDINANCE granting Harbor Café, LLC, its successors and assigns, the privilege of encroaching upon described portions of 340/342 South Pier Drive in the City of Sheboygan for the purpose of adding an outside seating deck.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subject to the terms and conditions contained herein, Harbor Café, LLC, its successors and assigns, is hereby granted the privilege of encroaching upon portions of 340/342 South Pier Drive, City of Sheboygan, Sheboygan County, Wisconsin, as follows:

340/342 S. Pier Drive Sheboygan, WI 53081

Part of Lot 1 (Dedicated Promenade) of South Pier Subdivision, located in the Southeast Fraction of the Southeast $\frac{1}{4}$ of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Northwest Corner of Lot 5 of said Subdivision; thence N78°37'27"E 217.27 feet along the North line of said Lot 5 to the POINT OF BEGINNING of this description; thence N11°32'59"E 20.15 feet to the North line of said Lot 5; thence S78°37'27"W 40.30 feet along said North line to the point of beginning. This described portion contains 809 square feet or 0.019 acres.

for the purpose of adding an outdoor seating deck in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Harbor Center, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Harbor Center, LLC, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said

Harbor Café, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

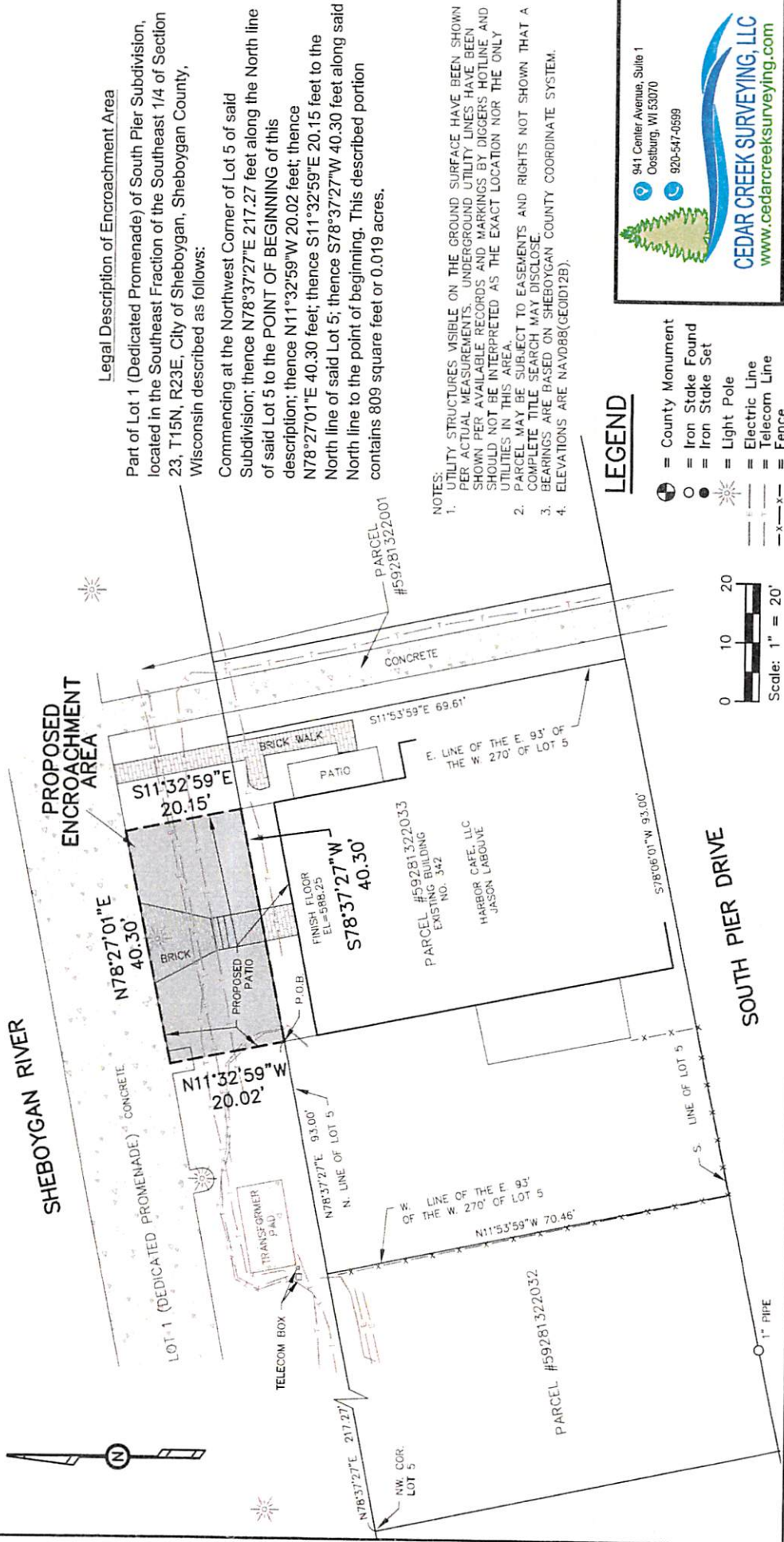
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ENCROACHMENT EXHIBIT

FOR: Harbor Cafe, LLC

East 93' of the West 270' of Lot 5, South Pier Subdivision, Part of the Southeast Fraction of the Southeast 1/4 of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



FILE No.: 2022014 DATE: 2/8/2022 PAGE: 1 OF 1

Gen. Ord. No. 40 - 21 - 22. By Alderpersons Felde and Ackley.
February 21, 2022.

AN ORDINANCE amending Sections 26-1007 and 122-14 of the Sheboygan Municipal Code regarding private well abandonment.

WHEREAS, the Sheboygan Municipal Code currently contains two sections regarding private well abandonment: Section 26-1007 and Section 122-14; and

WHEREAS, because the two sections are not currently entirely consistent with each other, it is appropriate to resolve the inconsistency by amending Sections 26-1007 and 122-14 as set forth in this Ordinance.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 26-1007 of the Municipal Code entitled "Private well abandonment" is hereby amended to read as follows:

"Sec. 26-1007. *Private well abandonment.*

(a) *Filling and sealing required.* All private wells located on any premises which is served by the city public water system shall be properly filled at time of connection to the city's water system. Only those wells for which a well operation permit has been granted by the common council may be exempted from this requirement. Wells to be abandoned shall be filled in accordance with the procedures outlined in chapter NR 812 of the Wis. Admin. Code. All pumps and piping must be removed and the well checked for obstructions prior to filling. Any obstruction or liner must be removed prior to filling.

(b) *Well operation permit.* A permit may be granted to a well owner to operate a well for a period not to exceed five years if the following requirements are met. Application shall be made on forms provided by the plumbing inspector:

(1) The well and pump installation meet the requirements of chapter NR 812 of the Wis. Admin. Code, and a letter from a licensed well and pump installer accompanies the application and provides that the well meets the requirements of chapter NR 812 of the Wis. Admin. Code.

(2) The well has a history of producing safe water, and presently produces bacteriologically safe water, as evidenced from laboratory tests by a laboratory certified by the State of Wisconsin.

AHPS

(3) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.

(4) No physical or cross connection shall exist between the piping of the public water system and the private well.

(c) *Reports and inspection.* A well abandonment report must be submitted by the well owner to the Wisconsin Department of Natural Resources on forms provided by that agency. The report shall be submitted immediately upon completion of the filling of the well."

Section 2. Section 122-14 of the Municipal Code entitled "Private well abandonment" is hereby amended to read as follows:

"Sec. 122-14. *Private well abandonment.*

Sheboygan Municipal Code § 26-1007 addresses the requirement that private wells on premises served by the city public water system be abandoned, and is incorporated into this chapter by reference."

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication. This shall not affect any well operation permits granted prior to the effective date of this ordinance.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Charter Ord. No. 2 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
February 21, 2022.

AN ORDINANCE (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to authorize the City Administrator to make certain temporary appointments when there are vacancies in department head level appointive offices where specific provisions for filling said vacancies is not otherwise provided by state law.

WHEREAS, the Common Council intends to grant the City Administrator the authority to make temporary appointments when there are vacancies within the City's management team of departments where specific provision for filling such vacancies is not already provided by state law; and

WHEREAS, permanent appointments to said positions shall continue to be made by the common council based on the recommendation of the city administrator and the mayor, and subject to removal pursuant to § 17.12, Wis. Stats.; and

WHEREAS, nothing in this ordinance is deemed to be in conflict with the provisions of § 62.09, Wis. Stats.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Sec. 2-228 of the Municipal Code entitled "Vacancies in appointive offices" is hereby repealed and recreated so as to read as follows:

"Sec. 2-228. - Vacancies in appointive offices.

- a) Vacancies in appointive offices of the city shall be filled by appointment for the residue of the unexpired term by the appointing power and in a manner prescribed by law for making regular full-term appointments.

- b) Vacancies in the following appointive offices of the city may be filled on a temporary basis for no longer than ninety (90) days by the City Administrator:

- 1) Finance Director/Treasurer
- 2) Director of Public Works
- 3) Director of Information Technology
- 4) Director of Human Resources and Labor Relations
- 5) Director of Planning and Development
- 6) Director of Senior Services

All persons so appointed on a temporary basis shall have the same qualifications as if that person were being appointed on a permanent basis by the appointing power.

- c) The Director of Public Works may fill a vacancy in the office of City Engineer on a temporary basis for no longer than ninety days. Any person so appointed on a temporary basis shall have the same qualifications as if that person were being appointed on a permanent basis by the appointing power.
- d) Temporary appointments to the appointive offices set forth in (b) and (c) of this Section may be extended for an additional ninety (90) days by the City Administrator upon approval for such extension by the Common Council."

Section 2. Sec. 82-57 of the Municipal Code entitled "Acting pay for non-represented employees" is hereby amended to add a subsection (c) to read as follows:

"Sec. 82-57. - Acting pay for non-represented employees.

. . .

- (c) This section shall not apply to vacancies in the appointive offices of the city affected by Section 2-228 of this Code. However, should a current City employee be appointed to fill a temporary vacancy in such a position pursuant to Section 2-228, the person filling that position shall receive additional compensation as provided in subsection (a) of this Section.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

Item 40.

R. O. No. 130 - 21 - 22. By CITY CLERK. February 21, 2022.

Submitting a license application for the period ending June 30, 2022.

City Clerk

CHANGE OF AGENT

Mark Aschenbach is replacing Daniel Paluge as agent effective immediately for Pick n' Save #432 located at 1317 N. 25th Street.

GHS