



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

November 13, 2023 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - October 23, 2023

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 20-23-24 / June 19, 2023: Submitting a claim from James and Alice Wilsing for alleged damages to their fence from snow.
7. R. O. No. 22-23-24 / June 19, 2023: Submitting a claim from Leah V. Zinkgraf for alleged damages to vehicle from potholes on 5th Street.
8. R. O. No. 41-23-24 / September 18, 2023: Submitting a claim from Holly L. Puchniarz for alleged damages to her vehicle.
9. R. O. No. 65-23-24 / November 6, 2023: Submitting the Tax Levy Certification for the 2023-2024 School Year from the Kohler School District.
10. R. O. No. 70-23-24 / November 6, 2023: Submitting the 2022 Consolidated Annual Performance Evaluation Report (CAPER) for the purpose of a presentation and public hearing to be held on November 13, 2023.
 - a. Presentation - 2022 Consolidated Annual Performance Evaluation Report
 - b. Public Hearing - 2022 Consolidated Annual Performance Evaluation Report

- [11.](#) Res. No. 46-23-24 / August 21, 2023: A RESOLUTION authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church.
- [12.](#) Res. No. 92-23-24 / November 6, 2023: A RESOLUTION authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church.
- [13.](#) Res. No. 88-23-24 / November 6, 2023: A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.
- [14.](#) Res. No. 93-23-24 / November 6, 2023: A RESOLUTION authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2023 Annual Action Plan.
 - a. Presentation - Substantial Amendment to the (HUD) and (CDBG) programs
 - b. Public Hearing - Substantial Amendment to the (HUD) and (CDBG) programs

PUBLIC HEARING

- [15.](#) Presentation - 2020-2024 Consolidation Plan
- [16.](#) Public Hearing - 2020-2024 Consolidation Plan

DATE OF NEXT REGULAR MEETING

17. Next Meeting Date - November 27, 2023

ADJOURN

18. 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*

R. O. No. 20 - 23 - 24. By CITY CLERK. June 19, 2023.

Submitting a claim from James and Alice Wilsing for alleged damages to their fence from snow.

CITY CLERK

DATE RECEIVED

6-15-2023

RECEIVED BY

NKC

JUN

Item 6.

CLAIM NO.

4-23

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: James + Alice Wilsing
2. Home address of Claimant: 1834 N. 7th St
3. Home phone number: Jim - 920 946-9126 Alice 920 946-4345
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) May 1st 2023
Winter 2022 + 2023
6. Where did damage or injury occur? (give full description) Snow Pushed against
fence by DPW.
7. How did damage or injury occur? (give full description) After Snow melted
we had a wind storm and the fence blew down
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: _____
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: Fence Line to Uptown Social
 - (b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

Item 6.

No injuries

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ _____

Property: \$ 320.00

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 320.00

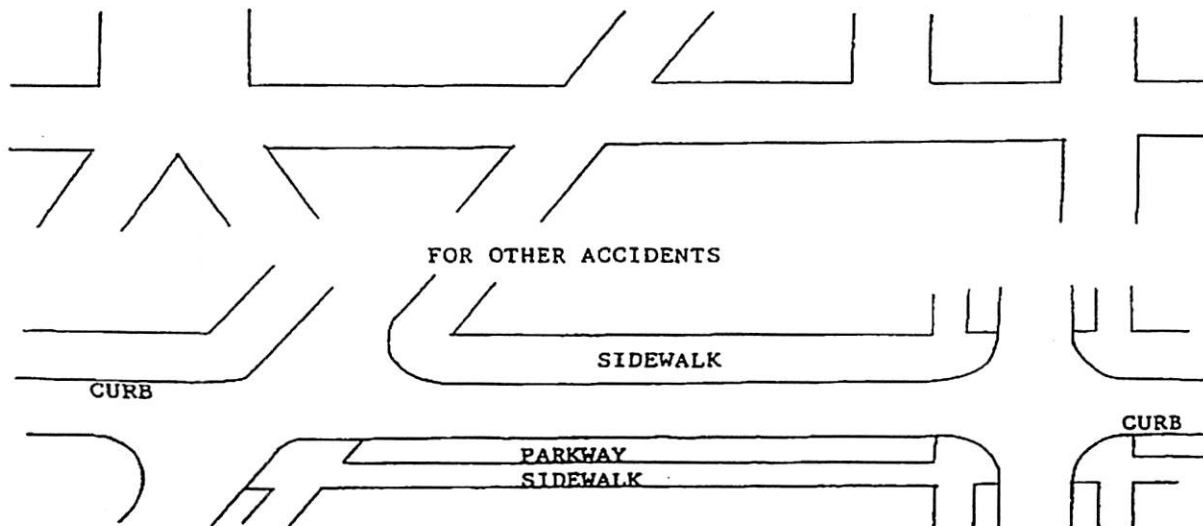
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

Alice M. Wising

DATE

6-15-23

DATE RECEIVED _____

RECEIVED BY _____

Item 6.

CLAIM NO. _____

CLAIM

Claimant's Name: James & Alice Wilsing Auto \$ _____
Claimant's Address: 1834 N. 7th St Property \$ 320.00
Sheboygan, WI 53081 Personal Injury \$ _____
Claimant's Phone No. 920 946-9126 920 946-4345 Other (Specify below) \$ _____
Jim Alice TOTAL \$ 320.00

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 \$ 320.00.

SIGNED Alice M. Wilsing DATE: 6-15-23

ADDRESS: 1834 N. 7th St. Sheboygan, WI 53081

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

DSTS
Waldo, WI.
#920-946-6088

Subject: Repair/Upright broken yard Fence
Location: 1874 N. 7th Sheboygan, WI.
Date: 4/28/2023

Material \$ 140.00

Labor \$ 180.00

Total \$ 320.00 ~~\$ 320.00~~

Pd in full
5-5-23

Thank You

Dave Te Stroete
Dave Te Stroete

Receipt May 5, 2023

Paid to David Testrote for
repair of wooden fence in
backyard (1834 N. 7th St., Sheboygan, WI)

Total Supplies and Labor 320.00

Total Paid in cash 320.00

Paid by James A. Wilsing

Paid to David Testrote

Witnessed by Kris Borns Kris Borns

Use Your  2%
BIG CARD REBATE

Item 6.

MENARDS®

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 07/22/23

If you have questions regarding the
charges on your receipt, please
email us at:
SHEBfrontend@menards.com



Sale Transaction

1-5/8"EXT DECK STAR DRIV	
2303395	8.97
9 X 3-1/8 CONSTR SCREW	
2303129	5.99
6D HDG BOX NAIL	
2295457	4.98
18 COMPARTMENT ORGANIZER	
2452049	2.99
TOTAL	22.93
TAX SHEBOYGAN-WI 5.5%	1.26
TOTAL SALE	24.19
CASH	50.00
CHANGE	25.81-

TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
2298

THANK YOU, YOUR CASHIER, Craig

72278 05 2293 04/23/23 05:05PM 3247

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - SHEBOYGAN

Rebate Receipt

SHEB 91325



Item 6.

Prices shown are valid today only.

agMaterials@menards.com

PICKING LIST - GUEST COPY

PAGE 1 OF 1

 SOLD BY: GARY L.
 DATE: 04/28/23


AT YARD ENTRANCE

SKU NUMBER

TREATED GROUND CONTACT 111-2214

TREATED GROUND CONTACT 111-2227



Sale Transaction

4 @16.48 65.92

2.80

91325

AC2 GREEN TREATED-PICK

19.98

C2 GREEN TREATED-PICK

12.99

ORDER

101.69

YGAN-WI 5.5%

5.59

E

7.28

120.28

13.00-

NGS 0.69

ER OF ITEMS = 7

 NG REBATE RECEIPTS WERE
 THIS TRANSACTION:

OUR CASHIER, Kris

04/28/23 12:23PM 3247

**PRODUCT NOT BEING AVAILABLE ON A LATER DATE
 PICK UP ALL MERCHANDISE TODAY. THANK YOU.**

This quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all quantities. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the product is not available. Menards liability to you is limited to refunding your original purchase price for any product not picked up on the day purchased.

pay for the merchandise.
 our merchandise. (All vehicles are subject to inspection.)
 s Team Members will gladly help you load your materials
 to your vehicle.)
 is list to the Gate Attendant. (The Gate Attendant will record the

PRE-TAX TOTAL:

32.97

are pad verifying you've received the merchandise.

wn or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your twine is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

ONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if the merchandise is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. Remedies available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing. **ANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** **IES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE** or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association. **able Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.** guest agrees to these terms and conditions through purchase of merchandise contained on this document.

SELF-SCAN HERE ==>



10

 Use Your
 BIG CARD 2%
 REBATE
MENARDS®

 MENARDS - SHEBOYGAN
 4825 Vanguard Drive
 Sheboygan, WI 53083

 KEEP YOUR RECEIPT
 RETURN POLICY VARIES BY PRODUCT TYPE

 Items noted below allowable returns for
 items on this receipt will be in the form
 of an in store credit voucher if the
 return is done after 07/27/23

 If you have questions regarding the
 charges on your receipt, please
 email us at:
 SHEBfrontend@menards.com

 Use Your
 CARD 2%
 REBATE
MENARDS®

ARDS - SHEBOYGAN

II

R. O. No. 22 - 23 - 24. By CITY CLERK. June 19, 2023.

Submitting a claim from Leah V. Zinkgraf for alleged damages to vehicle due to potholes on 5th Street.

CITY CLERK

F4P

DATE RECEIVED

6-16-23

RECEIVED BY

NKC

Item 7.

CLAIM NO.

5-23

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.

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

1. Name of Claimant: Leah V Zinkgraf
2. Home address of Claimant: 207 S River Blvd Apt 2 Plymouth, WI 53073
3. Home phone number: 920-698-0431
4. E-Mail Address leahzinkgraf@gmail.com
5. Business address and phone number of Claimant: 14216 N 5th Sheboygan, WI
920-204-6755
6. When did damage or injury occur? (date, time of day) 04/12/23 12:00pm
7. Where did damage or injury occur? (give full description) 5th Street between
Superior and Huron
7. How did damage or injury occur? (give full description) Pot hole Conglomerate
on 5th street, unavoidable, damaged stabilizer bar on
vehicle. Photo included from mechanic, damage circled.
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: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
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: 5th street
 - (b) Claimant's statement of basis for such liability: Unavoidable mass of
Potholes - Street crew was contacted and potholes were filled that week.

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

Item 7.

NO INJURIES - Vehicle damage, Stabilizer bar cracked

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ 257.14

Property: \$ —

Personal injury: \$ —

Other: (Specify below) \$ —

TOTAL \$ 257.14

Damaged vehicle (if applicable)

Make: Buick Model: Rendezvous Year: 2007 Mileage: 70132

Names and addresses of witnesses, doctors and hospitals: N/A

FOR ALL ACCIDENT NOTICES YOU MAY DRAW A DIAGRAM. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

SIGNATURE OF CLAIMANT Leah V. Zink DATE 6/13/23
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:

Leah V Zinkgraf

Auto

\$ 257.14

Claimant's Address:

207 S River Blvd Apt 2

Property

\$ —Plymouth WI 53073

Personal Injury

\$ —

Claimant's Phone No.

920-698 0431

Other (Specify below)

\$ —TOTAL\$ 257.14

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 \$ 257.14.

SIGNED

Leah V Zinkgraf

DATE:

06/13/23

ADDRESS:

207 S River Blvd Apt 2Plymouth, WI 53073

E-Mail Address

leahzinkgraf@gmail.com

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERKS OFFICE

828 CENTER AVE #100

SHEBOYGAN WI 53081

Theel Auto Inc.
N8348 Hwy J
Elkhart Lake, WI. 53020
Phone: 920-876-2703 Fax: 920-876-2860

Item 7.
INVOICE
7976
Org. Est. # 008698

INVOICE FROM HISTORY

Print Date: 06/13/2023

Work Completed: 04/14/2023

Zinkgraf, Leah
207 S River Blvd
Plymouth, WI 53073
Home: 920-698-0431
Cust ID : 2013

2007 Buick - Rendezvous CX - 3.5L, V6 (213CI) VIN(L)
Lic # : - WI Odometer In : 70,132
Unit # : Odometer Out :
VIN # : 3G5DA03L4 7S557220

Part Description / Number	Qty	Sale	Extd	Labor / Description	Extd
Stabilizer Bar Link Kit K700527	2.00	38.38	76.76	Traction control light is on and pothole incident this week and now rattling in front end when turning. Dropping Thurs night.	
Oil Filter 85040	1.00	0.00	0.00	Check over after pothole	54.50
5w30 Synthetic Blend Motor Oil 5w30	1.00	0.00	0.00	STABILIZER BAR CONTROL LINK - Remove & Replace - At Control Arm, Link Kit, Both	88.29
Shop Supplies			37.59	Fluid Capacity: Engine Oil - Volume: 4.00 QTS. (3.8L) - API - SAE 5W-30; w/Filter - (Note: Use oil that meets GM Standard GM6094M. For areas of extreme cold, where temperatures fall below -20Deg.F (-29Deg.C), it is recommended a SAE 5W-30 synthetic oil or a SAE 10W-30 oil. Both will provide easier cold starting and better protection for your engine at extremely low temperatures.)	
				Oil Change	48.95
				Courtesy Check	0.00

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

1. I request an estimate in writing before you begin repairs _____
2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
3. I do not want an estimate. _____

Payment will be made by ☐ Cash ☐ Check ☐ Credit ☐ Credit Card

[Payments - Visa - \$322.92]

Labor:	191.74
Parts:	114.35
Sublet:	0.00
Sub:	306.09
Tax:	16.83
Total:	322.92
Bal Due:	\$0.00

[Technicians : E, Mark; V, Austin]

Do you want the replaced parts you are entitled to? ☐ Yes ☐ No

Revision # 1, Previous Estimate Amount: 65.55, Additional Cost: 257.38, Revised Estimate: 322.93, Parts: \$76.76 Labor: \$137.24 Sublet: \$0.00 Taxes & Fees: \$43.38 Authorized by - Zinkgraf, Leah, Date - 4/14/2023, Time - 9:23 AM, Initiated By - Shop, Phone Number - Home: 920-698-0431

Motor vehicle repair practices are regulated by chapter ATCP 132 Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911

☐ This vehicle received without face to face contact.

Shop Representative

Having authority to do so I hereby order the above products and services, parts, and labor and grant permission to you and/or your employees to operate the vehicle described for the purpose of testing and/or inspection. I agree to pay cash when the work is completed or to pay on the other terms satisfactory to you. Until paid in full, the amount owing on this work shall constitute a lien on the motor vehicle. If collection is made by suit or otherwise, I agree to pay storage and collection and reasonable attorney's fees.

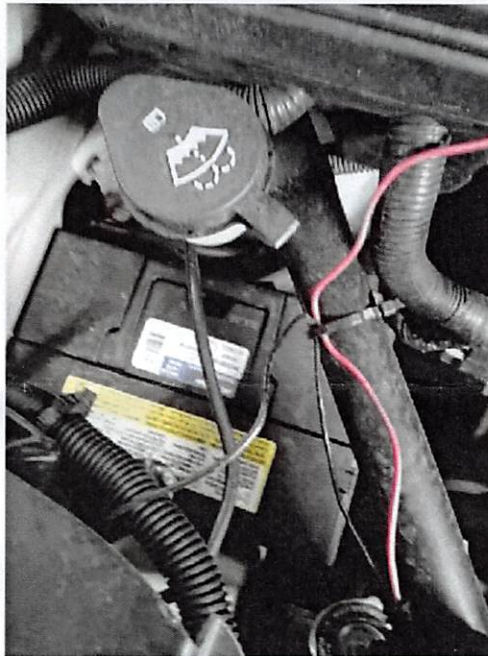
Customer Sign: _____ Date: _____

Visit us on the web : www.theelauto.com

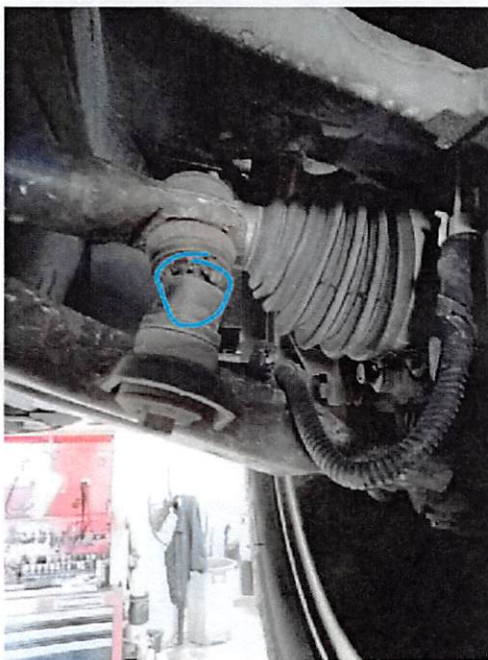
Our Email Address: theelautoservice@gmail.com

Written By: V. JOE

Battery
Condition:



Steering
System:



Attached is a City of Sheboygan Notice of Damage or Injury and Claim Form which is needed to process a claim.

Answer all of the questions if possible. If any do not apply to your case, please put N/A next to the question or draw a line to indicate you have read it. **Sign and date the forms in all places requiring a signature and date (pages 2 & 3).**

The total amount of damages must also be submitted on both forms-pages 2 & 3.

Return the **original** completed forms with copies of any billings or receipts, to the City Clerk's Office.

If the full monetary amount is NOT known when the claim is submitted, put 'pending' in those spaces. When the full amount is available, re-submit pages 2 and 3 with pending crossed out and the correct amount listed.

Submit any information you want considered with your claim. Pictures are helpful.

When we receive the Notice of Damage or Injury and Claim Form, we will submit them to the proper committee. If you have any questions regarding the completion of these forms contact me at 920-4593361 or sherrill.smith@sheboyganwi.gov

Sincerely,

Sherrill Smith
Election Specialist

Enclosure

MAIL TO: CITY CLERKS OFFICE
828 CENTER AVE
SHEBOYGAN, WI 53081

If dropping off in person, the entrance and parking are located on the North side of the building. Our office hours are 8:00 a.m. to 4:30 p.m.

I do not have two estimates to submit as I took my vehicle to my trusted mechanic before I was made aware that I could file a claim with the city for the damages. d Zink

**CITY OF SHEBOYGAN
R. O. 41-23-24**

BY CITY CLERK.

SEPTEMBER 18, 2023.

Submitting a claim from Holly L. Puchniarz for alleged damages to her vehicle.

DATE RECEIVED

9-5-23

RECEIVED BY

MLC

SEP

Item 8.

CLAIM NO.

8-23

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: Holly L Puchniarz
2. Home address of Claimant: 1443 S 9th St Sheboygan WI 53081
3. Home phone number: 920-917-0999
4. Business address and phone number of Claimant: 535 S Taylor Dr
Sheboygan WI 53081, 920-457-1095
5. When did damage or injury occur? (date, time of day) 8/3/2023, 6:30 pm
6. Where did damage or injury occur? (give full description) 1504 Illinois
Ave Sheboygan WI 53081, South Side of
Street during wind storm
7. How did damage or injury occur? (give full description) Wind storm took
down tree that was previously cracked,
in result totaled out my Pontiac G6
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: _____
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: Tree has branches
currently hanging by bark ready to break, city tree
 - (b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

No Injuries. Property damage - Car was
Totaled out

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:

\$8,485.47 | total loss

Property:

\$ _____

Personal injury:

\$ _____

Other: (Specify below)

\$ _____

TOTAL

\$8,485.47

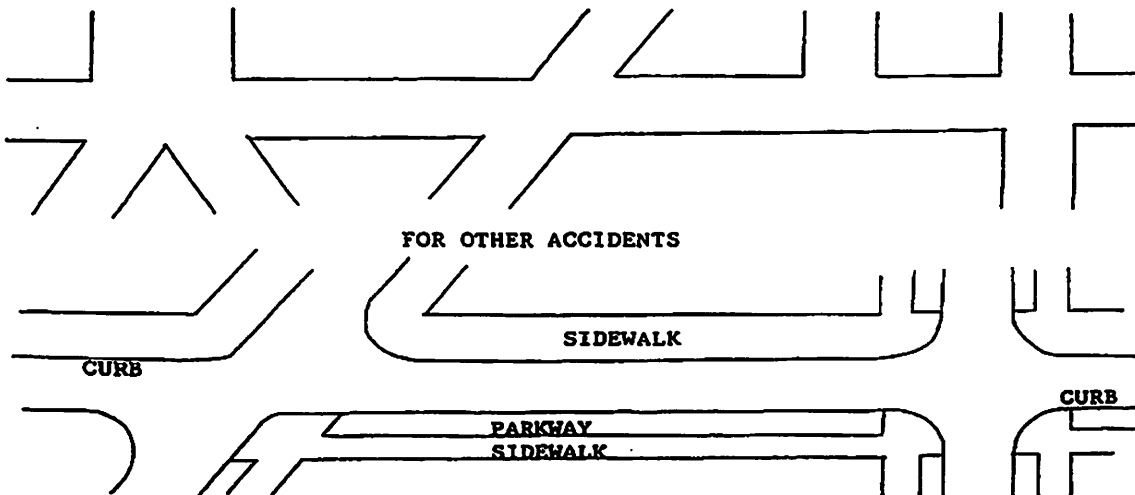
Damaged vehicle (if applicable)

Make: Pontiac Model: G6 Year: 2006 Mileage: 207,498

Names and addresses of witnesses, doctors and hospitals: Cheryl Foss
1504 Morris Ave Sheboygan WI 53081

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

Cheryl Foss

DATE

8/30/23

DATE RECEIVED _____

RECEIVED BY _____

Item 8.

CLAIM NO. _____

CLAIM

Claimant's Name: Holly L Puchniarz Auto \$ 8,485.47
Claimant's Address: 1443 S 9th St Property \$ _____
Sheboygan WI 53081 Personal Injury \$ _____
Claimant's Phone No. 920.917.0999 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 \$ 8,485.47.

SIGNED

Holly Puchniarz

DATE:

8/30/23

ADDRESS:

1443

S 9th St

Sheboygan WI

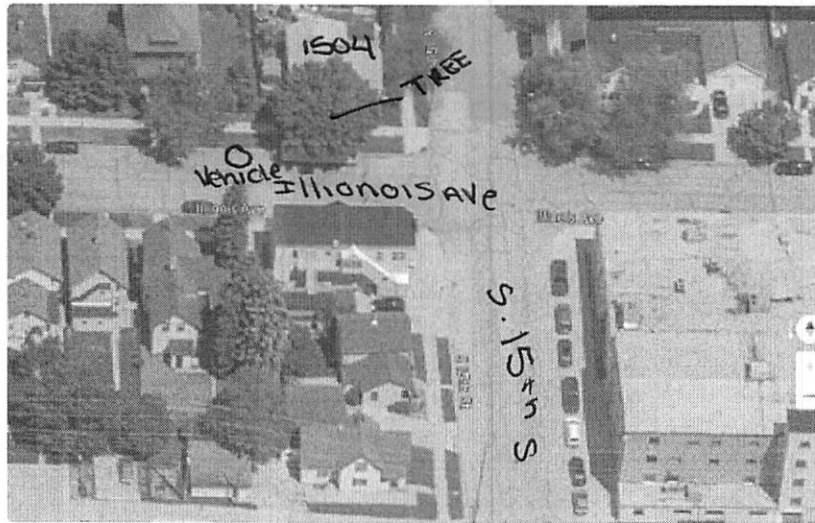
53081

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

Search or type a URL

Tabs you've open Frequently visited

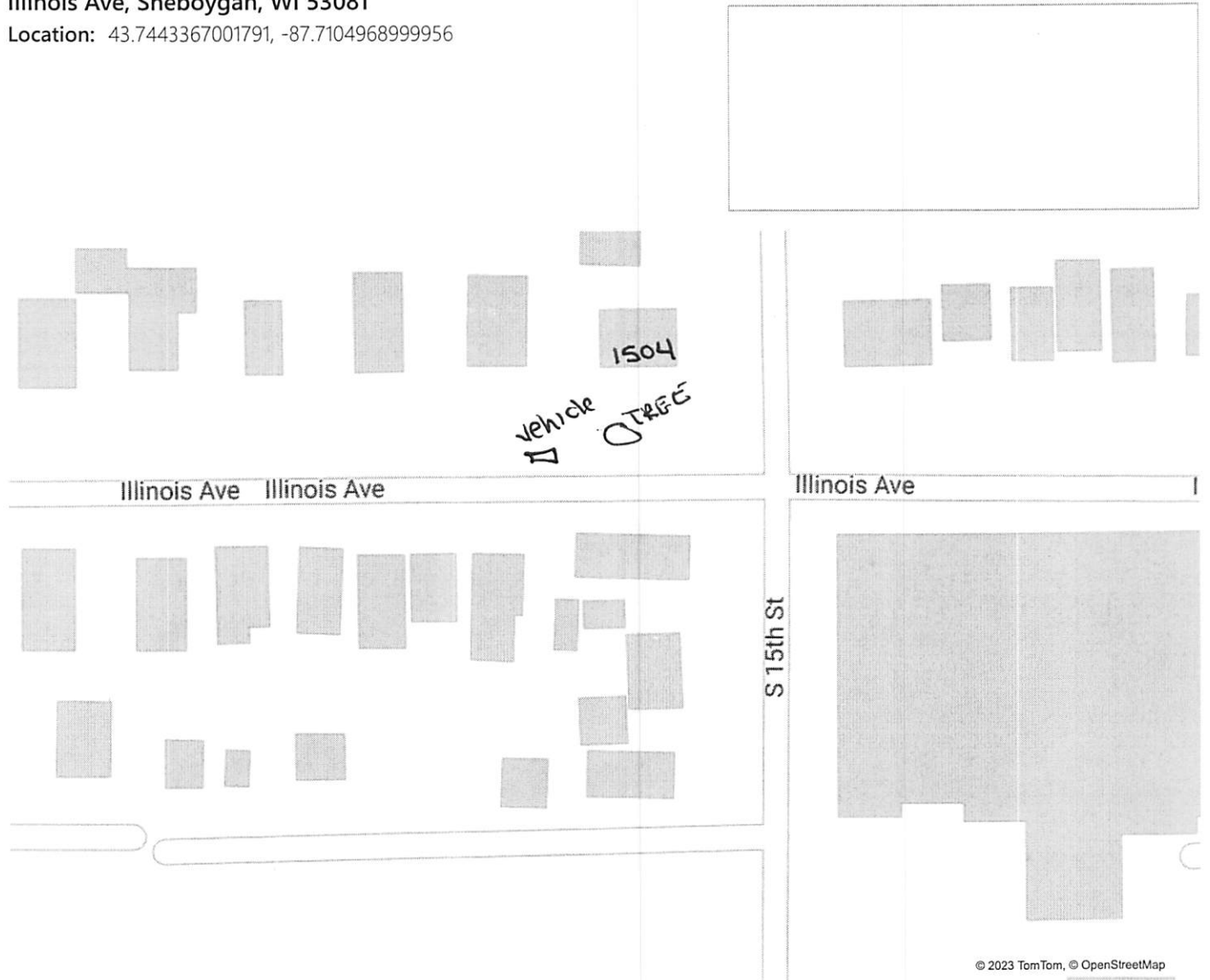
diagram of illionois ave sheboygan wi - Search Left tab



Blair
Prest
8/30/23

Illinois Ave, Sheboygan, WI 53081

Location: 43.7443367001791, -87.7104968999956



Kelly
Perry
8/30/23

ROBERT RUSCH, INC.
1129 INDIANA AVENUE
SHEBOYGAN, WI. 53081
OFFICE:(920) 452-8681 FAX:(920) 452-8733

*** PRELIMINARY ESTIMATE ***

08/22/2023 09:07 AM

Owner

Owner: HOLLY PUCHNIAZ
Address:

Cell: (920)917-0999

Inspection

Inspection Date: 08/22/2023 09:16 AM

Inspection Type:

Repairer

Repairer: Robert Rusch Inc.
Address: 1129 Indiana Ave.
City State Zip: Sheboygan, WI 53081
Email: doldenburg@robertruschinc.com

Contact: David Oldenburg
Work/Day: (920)452-8681
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 21

Vehicle

OEM Part Price Quote ID: ****

2006 Pontiac G6 GTP 2 DR Coupe
6cyl Gasoline 3.9
4 Speed Automatic

Lic.Plates: ARD-4862
Lic Expire:
Veh Insp# :
Condition:
Ext. Color: SILVER
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 1G2ZM171364158760
Mileage Type: Actual
Code: W3513D
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM CD Player
Aluminum/Alloy Wheels
Center Console
Dual Airbags
Keyless Entry System
Power Door Locks
Power Windows
Sport Suspension
Tachometer
Tilt Steering Wheel
Trip Computer

Air Conditioning
Anti-Lock Brakes
Climate Control For A/C
Fog Lights
Lighted Entry System
Power Mirrors
Rear Window Defroster
Stability Cntrl Suspensn
Telescopic Steering Whl
Tinted Glass
Velour/Cloth Seats

Alarm System
Cargo/Trunk Net
Cruise Control
Intermittent Wipers
Power Brakes
Power Steering
Rem Trunk-L/Gate Release
Strg Wheel Radio Control
Theft Deterrent System
Traction Control System

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<u>Stripes And Mouldings</u>									
1	RI	243		Mldg,Front Door Side LT	R & I Assembly			0.4*	SM
2	RI	259		Mldg,Quarter Side LT	R & I Assembly			0.3*	SM
<u>Roof</u>									
3	I	341		Panel,Roof >> OPEN FOR REPLACEMENT	Repair			6.0*	SM
4	L	341		Panel,Roof	Refinish			3.0	RF
					2.5 Surface				
					0.5 Two-stage				
5	RI	120		Glass Panel,Roof	R & I Assembly			0.5	SM
6	RI	348		Mldg,Roof Side LT	R & I Assembly			INC	SM
7	RI	349		Mldg,Roof Side RT	R & I Assembly			0.3	SM
8	RI	883		Roof Headliner R & I	R & I Assembly			1.8	SM
<u>Front Doors</u>									
9	BR	207	13	Door Shell,Front LT	Blend Refinish			2.2	RF
					1.1 Blend				
					0.6 Two-stage setup				
					0.5 Two-stage				
10	RI	239		W/Strip,Belt Outer LT	R & I Assembly			0.2	SM
11	RI	229		Mirror,Outer R/C LT	R & I Assembly			0.7	SM
12	RI	227		Handle,Front Door Otr LT	R & I Assembly			0.2	SM
<u>Quarter And Rocker Panel</u>									
13	E	248	#	Panel Assy,Body Side LT # = 02, 07	25961283 GM Part	\$631.73		28.5	SM
14	L	248		Panel Assy,Body Side LT	Refinish			7.6	RF
					4.3 Surface				
					2.0 Edge				
					1.3 Two-stage				
15	NG	421		Glass,Quarter Tinted LT	NAGS DQ11002-GT	\$555.55		INC	SM
16	EC	410		Sealant Kit,Qtr Glass LT	Replace Economy	\$35.00*		INC	SM
<u>Inner Quarter & Panels</u>									
17	TE	246	#	Panel,Bodyside Inner LT # = 02, 07	Partial Replace Price	\$630.70			SM
18	ET	427	07	Pnl,Quarter Inner LT	Partial Replace Labor			7.5	SM
19	L	427		Pnl,Quarter Inner LT	Refinish			0.7	RF
					0.6 Surface				
					0.1 Two-stage				
20	E	314	01	Pnl,Quarter Trim Uptr LT	15813316 GM Part	\$40.63		INC	SM
<u>Deck Lid And Back Glass</u>									
21	NG	369		Back Glass,Heated	NAGS DB11003-GT	\$530.48		2.2	SM
22	EC	370		Sealant Kit,Back Glass	Replace Economy	\$35.00*		INC	SM
23	EC	371		Mldg,Back Glass Upper	Replace Economy	\$35.00*		INC	SM
<u>Manual Entries</u>									
24	L			COVER CAR INTERIOR	Refinish	\$8.00*		0.3*	SM*
25	SB			HAZARD. WSTE. REM.	Sublet Repair	\$3.00			SM
26	L			CORROSION PROTECTION	Refinish			1.0*	RF
27	I			FRAME RACK/INCLUDE SET UP	Repair			3.5*	SM
				>> ROUGH PULL/PUSH BODY SIDE					
28	EC			BODY MATERIALS	Replace Economy	\$130.00*			SM*
				>> INCLUDES WELDING SUPPLIES, SEAM SEALERS ETC.					
28	Items								
				MC	Message				

01 CALL DEALER FOR EXACT PART # / PRICE
02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.
07 STRUCTURAL PART AS IDENTIFIED BY I-CAR
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

OEM Parts		\$1,303.06	
Other Parts		\$1,329.03	
Paint & Materials	14.5 Hours @ \$50.00	\$725.00	
Parts & Material Total			\$3,357.09
Tax on Parts & Material	@ 5.500%		\$184.64

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$70.00	42.9	9.5	52.4	\$3,668.00
Mech/Elec (ME)	\$95.00				
Frame (FR)	\$85.00				
Refinish (RF)	\$70.00	14.5		14.5	\$1,015.00
Labor Total				66.9 Hours	\$4,683.00
Tax on Labor	@ 5.500%				\$257.57
Sublet Repairs					\$3.00
Tax on Sublet	@ 5.500%				\$0.17
Gross Total					\$8,485.47
Net Total					\$8,485.47

Alternate Parts Y/03/00/00/03/03 Cumulative 03/00/00/03/03 Zip Code: 53081 Audatex Host
OEM Part Prices DT 08/22/2023 09:15 AM EstimateID 1123255256336048128 QuoteID ****
Rate Name Default

Audatex Estimating 10.23.104 ES 08/22/2023 09:53 AM REL 10.23.104 DT 08/01/2023 DB 08/15/2023
State Disclosure: Not Selected
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3.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebld
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chippguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081

Phone: (920) 459-6855

FAX: (920) 459-6286

Workfile ID:

PartsShare:

Federal ID:

8 Item 8.

7wp2jt

83-0747810

Preliminary Estimate

Customer: PUCHNIARZ, HOLLY

Job Number:

Written By: Scott Stolper

Insured: PUCHNIARZ, HOLLY

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 15 Total Loss

Owner:

PUCHNIARZ, HOLLY

1443 S 9TH ST

SHEBOYGAN, WI 53081

(920) 917-0999 Cell

Inspection Location:

SHEBOYGAN CHEVROLET BUICK GMC
CADILLAC

3400 S BUSINESS DR

SHEBOYGAN, WI 53081

Repair Facility

(920) 459-6855 Business

Insurance Company:

VEHICLE

2006 PONT G6 GTP 2D CPE 6-3.9L Gasoline SFI SILVER

VIN: 1G2ZM171364158760

Interior Color:

Mileage In: 207,498

Vehicle Out:

License: ARD4862

Exterior Color: SILVER

Mileage Out:

State: WI

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

Overdrive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

Power Adjustable Pedals

DECOR

Dual Mirrors

Body Side Moldings

Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Telescopic Wheel

Climate Control

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Premium Radio

Satellite Radio

Equalizer

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Traction Control

Stability Control

Power Trunk/Liftgate

Get live updates at www.carwise.com/e/4A842Z

Preliminary Estimate

Item 8.

Customer: PUCHNIARZ, HOLLY

Job Number:

2006 PONT G6 GTP 2D CPE 6-3.9L Gasoline SFI SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	THIS VEHICLE IS AN OBVIOUS TOTAL LOSS		1			
SUBTOTALS					0.00	0.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Grand Total			0.00

MyPriceLink Estimate ID / Quote ID:

1123258612425170944 /

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Customer: PUCHNIARZ, HOLLY**Job Number:**

2006 PONT G6 GTP 2D CPE 6-3.9L Gasoline SFI SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE1FQ05, CCC Data Date 08/17/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Item 8.

Customer: PUCHNIARZ, HOLLY

Job Number:

2006 PONT G6 GTP 2D CPE 6-3.9L Gasoline SFI SILVER

ALTERNATE PARTS USAGE

2006 PONT G6 GTP 2D CPE 6-3.9L Gasoline SFI SILVER

VIN: 1G2ZM171364158760 Interior Color: Mileage In: 207,498 Vehicle Out:
License: ARD4862 Exterior Color: SILVER Mileage Out:
State: WI Production Date: Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	0	0

**CITY OF SHEBOYGAN
R. O. 65-23-24**

BY CITY CLERK

NOVEMBER 6, 2023.

Submitting the Tax Levy Certification for the 2023-2024 School Year from the Kohler School District.



Wisconsin Department of Public Instruction
PI-1508 TAX LEVY CERTIFICATION
 ss. 24.71, 120.17(8)

Instructions: This form must be signed in the presence
 a notary public, and delivered to the clerk of each
 municipality having territory within the school district on or
 before **November 10**
 (Ref Wisconsin Statute s.120.12(3))

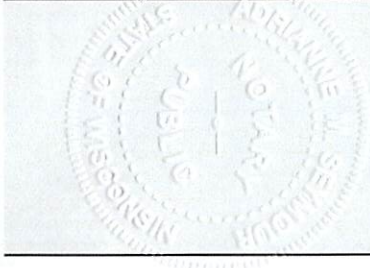
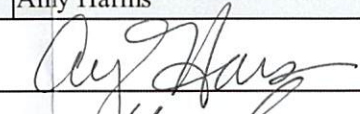
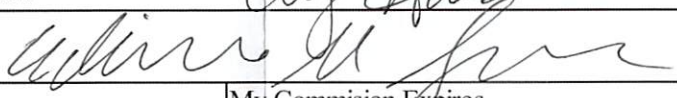
Item 9.

2023-2024 School Year

T O	① Municipal Clerk:	MEREDITH DEBRUIN 828 CENTER AVE SHEBOYGAN, WI 53081-4442	② Municipality:	City of Sheboygan
			③ County:	Sheboygan
The levy is distributed using the same percentage as the equalized valuation.		Entire School District	Portion of School District Lying Within Municipality	
		Column 1	Column 2	
④ Equalized Valuation (TID Out) Tax Apportionment (October Certification)		\$975,347,204.00	\$312,330,879.00	
⑤ Percent of Entire School District		100.000000%	32.022533%	
⑥ Total Levy		\$6,135,729.00	\$1,964,815.84	

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17(8). The state superintendent, pursuant to s. 120.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

	F	Name of School District	School District Clerk
	R	Kohler School District (2842)	Amy Harms
	O	Signature of School District Clerk	
	M	Signature of Notary Public	
NOTARY SEAL		Signed before me this date 10-27-23	My Commission Expires 5-28-24

Wisconsin Statutory References:
 s. 120.17(8)
 s. 120.44
 s. 121.06(2)

Mail tax settlement to:

District Administrator
 Kohler School District
 333 Upper Rd
 Kohler, WI 53044

**CITY OF SHEBOYGAN
R. O. 70-23-24**

BY DIRECTOR OF PLANNING AND DEVELOPMENT.

NOVEMBER 6, 2023.

Submitting the 2022 Consolidated Annual Performance Evaluation Report (CAPER)
for the purpose of a presentation and public hearing to be held on November 13, 2023.

Consolidated Annual Performance Evaluation Report (CAPER)

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CITY OF SHEBOYGAN

828 Center Avenue, Suite 208, Sheboygan, WI 53081



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Sheboygan presents the Program Year 2022 CAPER for the period of April 1, 2022 - March 31, 2023. The CAPER presents the City's progress in carrying out projects and activities pursuant to the 2022 Annual Action Plan for CDBG funds received from the United States Department of the Housing and Urban Development (HUD) to principally benefit low- and moderate-income persons. The CAPER also provides a general assessment of the City's progress in addressing the priorities and objectives contained in the five-year Consolidated Plan (Con Plan) 2020-2014. In 2022, the City spent approximately 92% percent of the funds on activities benefiting LMI persons.

The city completed two substantial public projects including the resurfacing of St. Clair Ave and parking lot improvements for the Uptown Social senior center.

The city continues to assist LMI households through the housing rehab program which ensures homes are decent, safe and sanitary for the occupants and helps to preserve quality housing within our city.

Critical partnerships with many non-profits throughout the city continue to be a major focus in supporting LMI households with critical services from transportation, case management and housing counseling.

Finally, the city was able to assist a large employer that was expanding it's job force with vital financial assistance.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Accessibility improvements to existing homes	Affordable Housing Homeless	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	30	9	30.00%	3	4	133.33%
Affordable Housing Market Analysis	Affordable Housing Homeless	CDBG: \$	Other	Other	1	1	100.00%			
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	222	222.00%	175	82	46.86%
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Community Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15000	6700	44.67%			
Community Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				

Community Facilities	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	1431		524	0	0.00%
Economic Development	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	3635		0	3635	
Economic Development	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	35	0	0.00%	6	0	0.00%
Homelessness	Homeless	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	4074	407.40%	953	1065	111.75%
Homelessness	Homeless	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	200	231	115.50%	0	0	
Homelessness	Homeless	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				
Homelessness	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	500	583	116.60%			
Homelessness	Homeless	CDBG: \$	Other	Other	1	0	0.00%			
Increased home ownership opportunities	Affordable Housing Homeless	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	15	120	800.00%	200	114	57.00%

Mental and Health Services	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	283	188.67%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	41259	412.59%	0	27073	
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	20000	0	0.00%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	19		0	5	
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	5	0	0.00%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	300	1069	356.33%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Other	Other	12	0	0.00%	2	0	0.00%

New owner-occupied housing construction	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	3	0	0.00%			
New owner-occupied housing construction	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	2	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	2	2	100.00%	2	0	0.00%
Preservation of existing homes	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	0	0				
Preservation of existing homes	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	9				
Preservation of existing homes	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	30	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Buildings Demolished	Buildings	5	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	500	0	0.00%	8	0	0.00%
Re-Evaluate City Rehab Programs	Affordable Housing Homeless	CDBG: \$	Homeowner Housing Added	Household Housing Unit	15	0	0.00%			

Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	2851	712.75%	370	1246	336.76%
Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	50	50	100.00%			
Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Sheboygan has identified nine goals, all of which are a high priority. The City strives to provide funding to public service agencies that contribute to meeting the City's goals and objectives. In addition to public facility projects, the remainder of the City's entitlement funding is used to bolster Sheboygan's neighborhood revitalization strategy, addressomg included goals while reducing crime and increasing property values.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	3,871
Black or African American	700
Asian	456
American Indian or American Native	32
Native Hawaiian or Other Pacific Islander	5
Total	5,064
Hispanic	5,803
Not Hispanic	672

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City

The City served approximately 5,726 individuals with CDBG-funded activities during the 2022 Program Year. These numbers exclude area benefit activities that impact an entire neighborhood, utilizing census tract data for the neighborhood in which CDBG-funded activities have been implemented. Increasingly diverse, the City's Diversity Index number increased 15 points over the 2020 Census which found that 72% of City residents identify as white, a significant decrease from the 2000 Census's 88%. Sheboygan residents represent diverse racial and ethnic identities, the most prevalent being Asian, at 12% of the population, owing largely to a sizable Hmong population and those of Hispanic or Latino heritage at 11%.

* Please note that in addition to the categories above, the City served:

- 44 individuals identifying as American Indian or Alaska Native and White;
- 12 individuals identifying as Asian and White
- 44 individuals identifying as black or African American and White
- 380 individuals reporting more than one race

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,215,259	1,632,471

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
BLOCK GRANT TARGET AREA, SHEBOYGAN	10	50	
Downtown Central Commerical Business District	10	25	
Eligible Census Tracts	80	25	

Table 4 – Identify the geographic distribution and location of investments

Narrative

v

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

In order to expand the scope and impact of our projects, the City of Sheboygan works to ensure it is utilizing all available funding streams. In 2022, in addition to its entitlement of \$865,255, the City leveraged other funding in the amount of \$2,976,377, allowing for a broader range of issues to be addressed. Like most cities, Sheboygan has multifaceted needs which cannot be met by CDBG alone, including affordable housing, infrastructure improvements, economic development, and social services among others. By leveraging nearly \$3.50 in funds for every CDBG dollar spent, the City of Sheboygan was able to maximize available resources.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	800	872
Number of Non-Homeless households to be provided affordable housing units	1,000	316
Number of Special-Needs households to be provided affordable housing units	0	0
Total	1,800	1,188

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	750	986
Number of households supported through The Production of New Units	2	0
Number of households supported through Rehab of Existing Units	10	9
Number of households supported through Acquisition of Existing Units	0	0
Total	762	995

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City saw several factors impact anticipated outcomes in the affordable housing arena. Rising costs, inflation and the shortage of labor impacted the production of new units and rehab of existing units. In addition, two public service agencies that have provided emergency shelter services within the City did not apply for the 2022 funding cycle.

Discuss how these outcomes will impact future annual action plans.

While the expense and labor challenges of 2022 are expected to continue throughout 2023, the City of Sheboygan remains dedicated to ensuring the availability of affordable housing. During the 2022 program year, the City worked in conjunction with developers on three different projects that, when completed, will bring more than 100 new units to the City. Staff worked with developers to obtain WHEDA tax credits, and provided ARPA and TID funds to help fill gaps. With dedicated housing for veterans and seniors, these low-income and workforce units will be a welcome addition to the City's housing stock. The Salvation Army and Sheboygan County Interfaith Organization have both applied for and received CDBG funds in the 2023 program cycle.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	799	0
Low-income	133	0
Moderate-income	127	0
Total	1,059	0

Table 7 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Outreach services are used to engage people experiencing homelessness who are otherwise unable or unwilling to seek assistance on their own. Lakeshore Community Action Program, a subrecipient, serves as the lead agency for the Lakeshore Continuum of Care, and is also responsible for administering the City's Point In Time count. The agency participates in extensive outreach activities and responds to each client. CDBG funds are allocated to their supportive housing and rental assistance program. They also offer a homebuyer program, skills enhancement, the Emergency Food Assistance Program, and a GED/HSED program. Lakeshore CAP's staff consistently works to gain a holistic understanding of the situation that led the individual to be homeless in order to connect them with appropriate services, while respecting their autonomy.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Lakeshore Continuum of Care utilizes a coordinated entry system which provides a systematic process for assessing people and prioritizing them for the appropriate housing intervention based on need and vulnerability. Emergency shelter and transitional housing staff provide the valuable service of assessing program consumers and referring them to necessary services within the community. The Salvation Army, Sheboygan County Interfaith Organization, Safe Harbor, the Sheboygan County Warming Center and Pay it Forward served the homeless population in various capacities in 2022.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The homelessness prevention and rapid re-housing programs are administered by the Lakeshore CAP, a CDBG subrecipient. The Sheboygan Housing Coalition, a cross-sector cooperative comprised of more than 70 member agencies, including the City, also works to prevent homelessness through various programs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

This continues to be a challenge for the City. Staff continue looking for opportunities to address the cycle of housing instability.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

The Public Housing Authority is focused on the following strategic priorities :

- Reducing public housing vacancies
- Continuing to improve public housing management by increasing customer satisfaction
- Continuing to make improvements in building components for better efficiency
- Continuing working with law enforcement, background checks and building security
- Continuing to take affirmative measures to ensure accessible housing to persons with disabilities
- Continuing to target families below 30% of the median income level
- Continuing to make structural and aesthetic improvements in tandem with the recommendations of the Green Physical Needs Assessment

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Sheboygan Public Housing Authority continues to partner with Lakeshore CAP, Family Service Association and Partners for Community Development to provide homeownership and rent smart training to residents of the public housing.

Actions taken to provide assistance to troubled PHAs

The Sheboygan PHA is not troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City utilized a consulting firm to complete an Affordable Housing Study in 2021 and has been working to implement the recommendations found there-in. An Affordable Housing Fund was created in cooperation with the Sheboygan County Economic Development Corporation and several of the area's large employers. The City of Sheboygan has also undertaken a comprehensive review of ordinance and code to ensure that they do not create unintentional and unnecessary barriers. Discussions around land use and zoning are also underway internally and with interested

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City completed a public request for proposals process to allow public service agencies to submit a request for funding, ensuring applicant programs meet priority needs found in the Consolidated and Annual Action Plans. Material cost and contractor availability continue to be addressed. Staff continue to look for additional funding streams and for opportunities to collaborate with outside agencies.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City follows lead-based paint requirements on all housing rehabilitation projects. We also partner with the Sheboygan County Health and Human Services, Public Health Division to deal with problem properties in the city that have outstanding lead-related orders to correct.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Sheboygan works with local public service providers and provides funding to agencies that provides service to poverty-level families. Staff sit on the Housing Coalition and serve as the co-chair of the Advocacy and Government Affairs committee.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City staff works throughout the year to increase institutional structure, both within the City and throughout our partner agencies. This is accomplished by providing technical assistance on federal grant management, such as growing their knowledge of Davis-Bacon requirements, financial management and other grant management procedures. Staff maintains contact with partner agencies throughout the year, offering referrals for funding and training opportunities where appropriate.

Actions taken to enhance coordination between public and private housing and social service

agencies. 91.220(k); 91.320(j)

City staff is heavily connected to work with public and private housing and social services agencies to make the biggest impact. Evidence of this includes involvement in multi-sector task forces, coalitions, and networks that connect the City to private and social service programs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Sheboygan held two landlord training programs in 2022 and continued to work with the Lakeshore Apartment Association to educate local landlords on fair housing related issues. The City also funded Partners for Community Development in conjunction with Recommendation No. 3, funding post-purchase counseling.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Projects and programs funded with CDBG are subject to monitoring. City staff makes contact with each subrecipient prior to the execution of agreements. Performance standards are established and included in the signed Agreement for each group receiving CDBG funds. All recipients of CDBG public services funds are evaluated through quarterly reports to the City, as required by the funding agreement. Each report provides statistics on the program participants and a narrative of the activities undertaken during the reporting period. The information provided to the City is entered into the Integrated Disbursement and Information System (IDIS). City staff continues to be in regular contact with subrecipients throughout the program year, offering training sessions, one-on-one technical assistance, performance check-ins and on-site monitoring.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City makes every effort to provide citizens with reasonable notice and opportunity to comment on performance reports. Notice of the public hearing and comment period is published in the paper of record, the Sheboygan Press and is posted on the City website and in public locations throughout the City, including the Library and City Hall. A copy of the report is available for review on the City's website and residents are encouraged to share their feedback at the public hearing, held during a Personnel and Finance Committee meeting. The final version of the CAPER is provided to the Common Council, submitted to HUD and then posted to the City's website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No significant changes at this time.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No significant changes at this time.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3**Identify the number of individuals assisted and the types of assistance provided**

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
--------	--	--	--	--	--

Table 9 – Qualitative Efforts - Number of Activities by Program**Narrative**

The City of Sheboygan includes Section 3 goals in all of our publically-bid projects. Given the small market in Sheboygan, meeting the Section 3 goals can be difficult but the City continues to make every effort to do so.

ORDER DETAILS

PREVIEW FOR AD NUMBER LWIX00312940

Item 10.

Order Number:
LWIX0031294
External Order #:
9466297
Order Status:
Submitted
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
45.46
Payment Type:
Visa
User ID:
L0040586

ACCOUNT INFORMATION

Abby Block
828 Center Ave Suite 208
Sheboygan, WI 53081
920-838-2949
abby.block@sheboyganwi.gov
City of Sheboygan
Contract ID:

PAYMENT DETAILS

VisaXXXXXXXXXXXX4798

TRANSACTION REPORT

Date
October 30, 2023 6:27:13 PM EDT
Amount:
45.46

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWIX00312940

November 2, 2023
Sheboygan Press

PUBLIC NOTICE
A SUBSTANTIAL AMENDMENT TO THE
CITY OF SHEBOYGAN'S
PY 2023 COMMUNITY DEVELOPMENT
BLOCK GRANT
ANNUAL ACTION PLAN/FIVE-YEAR
CONSOLIDATED PLAN

This notice shall inform interested persons of a Substantial Amendment to the City of Sheboygan's Community Development Block Grant (CDBG) Annual Action Plan for Program Year (PY) 2023.

The proposed amendment is the reprogramming of \$250,000 in public facilities funding from street lighting and the Kiwanis Pickleball Courts to Acquisition and Soft Costs associated with the development of affordable housing. The public facility projects will be considered for additional funding with the PY 2024 CDBG allocation.

The U.S. Department of Housing and Urban Development (HUD) requires a 30-day Public Comment Period for Substantial Amendments. On or about December 4, 2023, the City of Sheboygan will submit the Substantial Amendment to HUD for approval.

The Substantial Amendment will be posted on the City's official website at www.sheboyganwi.gov. Copies may also be viewed at the Department of Planning and Development, 828 Center Avenue, Suite 208, Sheboygan, WI 53081.

The City will accept comments from November 2, 2023 until December 3, 2023. Public Comments can be emailed to Abby Block, Grant Coordinator at abby.block@sheboyganwi.gov or can be mailed to the City of Sheboygan, Department of City Development, Attn: Grant Coordinator, 828 Center Avenue, Suite 208, Sheboygan, WI 53081. If you would like to make a public comment by phone, please call (920) 459-3378. All public comments will be taken into consideration prior to sending the Substantial Amendment to the U.S. Department of Housing and Urban Development.

WNAXLP
Publication Dates
L00000000

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PUBLIC HEARINGS
CITY OF SHEBOYGAN
COMMUNITY DEVELOPMENT BLOCK
GRANT

Item 10.

The City of Sheboygan will hold public hearings on Monday, November 13th, 2023 to gather feedback on its Community Development Block Grant (CDBG) program. Hearings will be held to gather public feedback on the following:

- The Consolidated Annual Performance Evaluation Report (CAPER) for Program Year (PY) 2022. The CAPER is available on the City's website at www.sheboyganwi.gov. A 30-day Public Comment Period began on October 19, 2023 and concludes on November 20, 2023;
- A Substantial Amendment to the City's 2023 Annual Action Plan to reallocate funds. The Amendment is available for viewing on the City's website at www.sheboyganwi.gov. A 30-day Public Comment Period began on November 2, 2023 and concludes on December 3, 2023; and
- The City's critical community development and housing concerns. Public input will be considered when determining the priority needs to be addressed with anticipated CDBG funds in the 2024 Program Year.

The CDBG program provides federal funds which must be used to provide decent housing and suitable living environments, address community service and facility needs, and expand economic opportunities for primarily low- and moderate-income persons.

The above public hearings will be held during the Finance and Personnel Committee meeting at 5pm on Monday, November 13th in the Common Council Chambers located on the third floor of Sheboygan City Hall, 828 Center Avenue.

Feedback from all interested parties is welcome in-person during the hearings or via phone, by email or in writing during the corresponding public comment period as listed above. To comment or for further information, contact Abby Block, Grant Coordinator, by phone at 920-459-3378, by email at abby.block@sheboyganwi.gov or by mail at Department of City Development, Attn: Grant Coordinator, 828 Center Ave, Ste 208, Sheboygan, WI 53081.

The public hearing space is fully accessible to persons with disabilities. Individuals needing special accommodations (including auxiliary aids/services or translation) during the hearing should notify Abby Block at least three days prior to the hearing. An ASL or language interpreter can be provided upon request.

Para recibir este aviso en español, contacta a Abby Block al 920-459-3378 o

abby.block@sheboyganwi.gov.

Yog koj xav tau daim ntawv ceeb toom
no ua lus Hmoob, thov hu rau Abby Block
ntawm 920.459.3378 lossis email abby.
block@sheboyganwi.gov.

WNAXLP

November 2 2023

LWIX0031295

Item 10.

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PUBLIC COMMENT PERIOD
CITY OF SHEBOYGAN
COMMUNITY DEVELOPMENT BLOCK
GRANT - CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION

Item 10.

The City of Sheboygan has prepared its 2022 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD). The CAPER details Community Development Block Grant activities undertaken by the City of Sheboygan during the 2022 program year.

The City will consider comments until November 20, 2023. Written comments may be submitted to: development@sheboyganwi.gov or via U.S. Mail to: City of Sheboygan – Planning and Development, 828 Center Avenue, Suite 208, Sheboygan WI 53081.

Interpretation services through Language Line are available if requested. Call Dept. of City Development at 920-459-3378 for additional information.

Los servicios de interpretación a través de Language Line están disponibles si se solicita. Llame al Dept of City Development 920-459-3378 para obtener información adicional. Cov kev pab txhais lus los ntawm kab lus muaj nyob yog thov. Hu rau Dept. of City Development ntawm 920-459-3378 yog xav paub ntxiv.

The City shall consider all public input received before preparing its final submission, in addition to providing HUD with a summary of such comments as they related to the 2022 CAPER. Interested parties can view the City's website at www.sheboyganwi.gov on October 20, 2022 to view a copy of the report.

WNAXLP

October 20 2023

LWIX0028345



PO Box 630848 Cincinnati, OH 45263-0848

PROOF OF PUBLICATION

Suite 208
 Janet Duellman
 828 Center Ave Suite 208
 Sheboygan WI 53081

STATE OF WISCONSIN, COUNTY OF BROWN

I being duly sworn, doth depose and say that I am an authorized representative of the Sheboygan Press, a daily newspaper published in said county and that an advertisement of which the annexed is a true copy, taken from said paper, has been published in said newspaper in the issues dated:

10/20/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 10/20/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$37.66

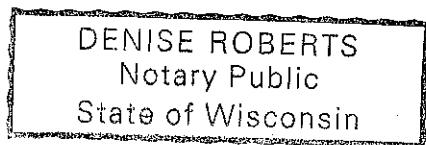
Order No: 9421280

of Copies:

Customer No: 1191901

-1

PO #: LWIX0028345

THIS IS NOT AN INVOICE!*Please do not use this form for payment remittance.*

Community Development Block Grant **CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR PY2022**



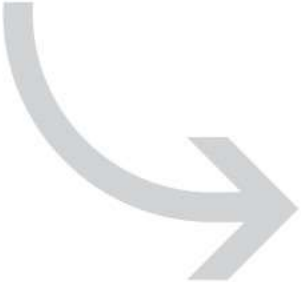
Five-Year Consolidated Plan

Outlines priority needs and goals for a 5 year period



Annual Action Plan

Strategy to implement ConPlan goals for 1 year period



Consolidated Annual Performance Evaluation Report (CAPER)

Shares accomplishments and progress toward ConPlan goals for the previous Program Year





Housing

Item 10.

114 households received homebuyer assistance

23 owner-occupied units rehabilitated

2 rental units rehabilitated

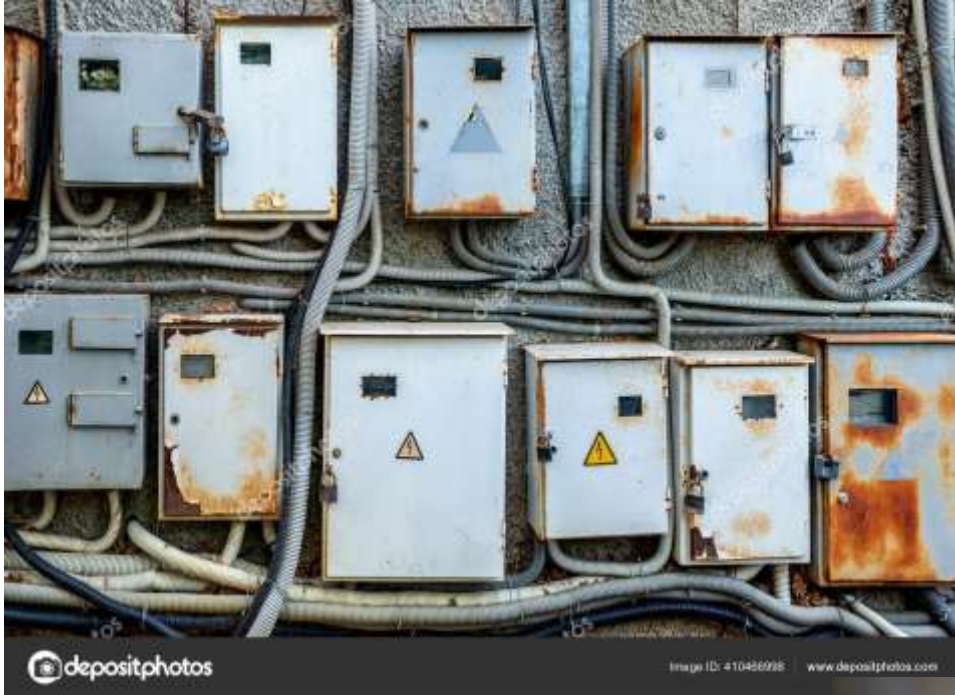
Partners:



Habitat
for Humanity®
Lakeside







Electrical Hazards

Interior
Stairs



Item 10.

Lead-Based
Paint on
Windows





Accessibility





Homelessness

Item 10.

1,065 individuals received services
to prevent homelessness

Partners:



**Consumer
Credit
Counseling
Service**

You're not alone.



**LAKESHORE
CAP, INC.**

HELPING PEOPLE. CHANGING LIVES.



Neighborhood Revitalization

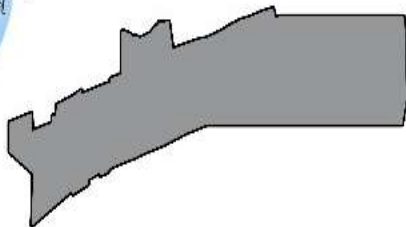
Item 10.

13 official neighborhoods supported throughout the year and eligible for specialized street signage

Partners:



Kuehne Park Neighborhood



KING PARK
Southside Beach
NEIGHBORHOOD Cooler Near the Lake



James Madison
Neighborhood
Association

"Soaring Into The Future"





Economic Development

Item 10.

28 new jobs created

5,600 area residents impacted by historic facade
preservation funds received by two businesses

Partners:



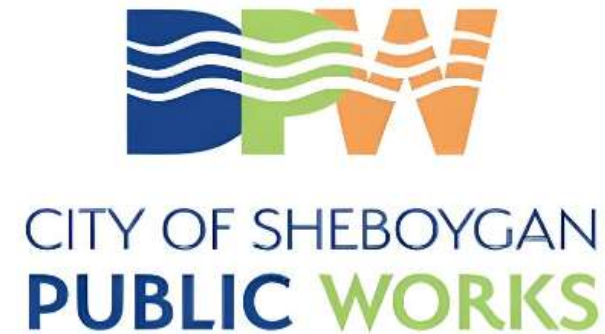


Public Facilities & Infrastructure

3,635 individuals received
transportation services

6,176 individuals impacted by street
resurfacing of St. Clair Avenue

Partners:



Opportunities



Increased staff capacity



Better utilization of Neighborly software



Improved public feedback processes

QUESTIONS?

CONCERNS?

PLEASE REACH OUT!



Abby Block, Grant Coordinator



(920) 459- 3378



abby.block@sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 46-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

AUGUST 21, 2023.

A RESOLUTION authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church.

RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Commercial Offer to Purchase between the City of Sheboygan and Trinity Evangelical Lutheran Church, 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.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 29, 2023 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~

3 The Buyer, See Addendum A

4 offers to purchase the Property known as 821 Niagara Avenue (additional description on Addendum A)

5 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-

6 650, or attach as an addendum per line 676] in the City of Sheboygan, County

7 of Wisconsin, on the following terms:

8 **PURCHASE PRICE** The purchase price is Seventy-Eight Thousand, Four Hundred

9 Dollars (\$78,400.00).

10 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

11 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: Electrical boxes

12 and utility meters, parking lamps, bushes and trees.

13

14

15 All personal property included in purchase price will be transferred by bill of sale or

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

17 **or not included.**

18 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

19 lines 12-15) and the following: City signs and parking meters

20

21

22

23

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**

25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to

27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without

28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but

29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;

30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;

31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage

32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler

33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and

34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

37 on or before July 28, 2023. Seller may keep the Property

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

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

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

41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on September 29, 2023

45 at the place selected by Seller,

46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state

47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

51 **transfer instructions.**

52 **EARNEST MONEY**

53 **EARNEST MONEY** of \$ accompanies this Offer.

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

55 **EARNEST MONEY** of \$ 5,000.00 will be mailed, or commercially, electronically

56 or personally delivered within 10 days (5" if left blank) after acceptance.

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

58 title company of Seller's choice) [STRIKE THOSE NOT APPLICABLE]

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

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

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

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

88 _____ . If "Time is of the Essence" applies to a date or Deadline,
89 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
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 ~~Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated~~
94 ~~_____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this~~
95 ~~offer by reference [COMPLETE DATE OR STRIKE AS APPLICABLE] and _____~~
96 ~~will be completed by Seller and delivered to Buyer within 15 days of acceptance for review~~
97 ~~and approval~~

98 [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)].

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

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

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
- 106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
- 108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
- 110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
- 113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
- 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
- 116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 114 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in s

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
 119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
 122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
 124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
 126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
 128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
 132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
 134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
 136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
 138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
 139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
 141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
 142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
 143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
 148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
 152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
 153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
 155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
 156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
 159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
 162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
 164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
 165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
 167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
 169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
 173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

182 _____
183 _____ [insert proposed use and type and
184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit;
200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
204 providing" if neither is stricken) a _____ survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
207 (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
211 STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
217 to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within 30 days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

227 ☒ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity
228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☐ Rent roll:

233 ☐ Other _____

234

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ■ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **[STRIKE ONE]** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

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

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
271 (2) Seller has a right to cure but:
272 (a) Seller delivers written notice that Seller will not cure; or
273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Natural Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **[INSPECTIONS AND TESTING]** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air

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 which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which 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 feature(s) to be separately inspected, e.g., dumpsite, etc.) which 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 320. Each inspection 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 primary 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 ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection 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 purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 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 days of 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 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 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

sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached

per line 676. 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.

~~357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359:~~~~358 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.~~~~359 ☐ **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.~~~~362 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.~~~~364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose:**~~~~366 ■ **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:~~~~370 (1) signed by Buyer; or~~~~371 (2) accompanied by Buyer's written direction for delivery.~~~~372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.~~~~374 **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.**~~~~377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344. 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.~~~~380 ■ **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.~~~~384 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:~~~~385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or~~~~386 (2) the Deadline for delivery of the loan commitment set on line 344~~~~387 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.~~~~389 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.~~~~392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:~~~~394 (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~~~~396 (2) _____ [Specify documentation Buyer agrees to deliver to Seller]:~~~~398 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.~~~~404 ☐ **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.~~~~408 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.~~~~411 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.~~~~412 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 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.~~

~~**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.~~

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 _____.

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).

☒ **X** No real estate tax prorate as Buyer and Seller are exempt

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

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

TITLE EVIDENCE

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

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

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

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

GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-489).

■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 20 days ("15" if left blank) after acceptance showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

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

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

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

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

~~—Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.~~

~~**ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than days ("7" if left blank) before closing, estoppel letters dated within days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.~~

DEFINITIONS

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

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

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

■ **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.

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

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

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

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

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

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

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 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
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 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
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

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

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

567 If Buyer defaults, Seller may:

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

571 If Seller defaults, Buyer may:

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

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

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

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

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

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

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

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

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

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum A

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651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

Property Address: 821 Niagara Avenue, Sheboygan, WI 53081

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655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 657 658-673.

658 (1) ~~Personal~~: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 659 660 or 664.

660 Name of Seller's recipient for delivery, if any: _____

661 Name of Buyer's recipient for delivery, if any: _____

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

663 Seller: (_____) Buyer: (_____) _____

664 ☐ (3) ~~Commercial~~: depositing the document or written notice, fees prepaid or charged to an account, with a
 665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 666 address at line 669 or 670:

667 ☐ (4) ~~U.S. Mail~~: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 668 Party, or to the Party's recipient for delivery, for delivery to the Party's address:

669 Address for Seller: _____

670 Address for Buyer: _____

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

672 Email Address for Seller: dmuench@shorelinemetro.com

673 Email Address for Buyer: zinkel@rohdedales.com and JLeibham@foley.com

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

676 ☒ **ADDENDA**: The attached Addendum A & Condition Report is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Attorney Ryan J. Zinkel, Rohde Dales LLP

678 Buyer Entity Name (if any): Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin

679 (x) By: _____

680 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲ _____

681 (x) _____

682 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲ _____

683 _____

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

688 Seller Entity Name (if any): _____ City of Sheboygan

689 (x) By: _____

690 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲ _____

691 (x) _____

692 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲ _____

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

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

695 This Offer is rejected _____ This Offer is countered [See attached counter] _____

696 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

ADDENDUM A TO COMMERCIAL OFFER TO PURCHASE

SELLER: City of Sheboygan
 BUYER: Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin
 PROPERTY: 821 Niagara Avenue, Sheboygan, WI 53081

This "**Addendum**" supplements the terms and provisions set out in the preprinted Commercial Offer to Purchase dated June 28, 2023, and is an integral part thereof. In the event any terms and conditions set forth in the preprinted Commercial Offer to Purchase conflict with the terms and conditions of this Addendum, this Addendum shall control. The preprinted Commercial Offer to Purchase and this Addendum are collectively referred to herein as the "Offer."

Buyer. The Buyer is Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin.

Property. The Property is a paved/improved parking lot located at 821 Niagara Avenue in the City of Sheboygan, Sheboygan County, Wisconsin, 53081 and is also known as Parking Lot Number 3 of the City of Sheboygan and is known as tax parcel identification no. 59281107180.

City of Sheboygan Property Transfers. This Offer is contingent upon the parties agreeing to the additional land/alleys to be transferred at closing as part of this purchase. These areas may include the E/W alley to the South of the Property, a strip of land along the North side of the church playground and a strip of land along the East side of the church playground.

Approval of Voters Assembly. The officers of the Buyer acknowledge approval of the Offer to Purchase by them and confirm that the Bylaws of the corporation requires ratification and approval by the Voters' Assembly before consummation of the purchase can be accomplished. The officers of Buyer shall, within 30 days of acceptance, present the accepted Offer to Purchase to the Voters' Assembly of the Buyer for ratification and approval. If the Voters' Assembly of the Buyer rejects the ratification and approval of the Offer to Purchase, then Buyer shall give Seller written notice of the termination of this offer within 3 days of such rejection, in which case all earnest money shall be immediately returned to Buyer.

Brokers Representation. No broker, finder or other person has been retained by any party with respect to this transaction. As such, no fees or commissions are due and owing any person or entity as a result of this transaction.

Attorney Representation. Parties acknowledge that Attorney Ryan J. Zinkel and the law firm of Rohde Dales LLP represents Buyer in this transaction and Attorney Charles Adams, attorney for the City of Sheboygan represents the Seller in this transaction.

Drafting. The language and terminology herein have been negotiated between the parties and the interpretation of this Offer or any provision hereof shall not be construed against either party by virtue of such party drafting all or any portion hereof.

Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which, upon execution and delivery as prescribed, shall be deemed an original for all purposes. In proving this Agreement, it shall be necessary to account for only one (1) such counterpart signed by the party to be charged.

Signatures. Signatures to this Agreement transmitted by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

SELLER:

BUYER:

City of Sheboygan

Trinity Evangelical Lutheran Church of the
Analtered Augsburg Confession City of
Sheboygan, Sheboygan County, Wisconsin

By: _____

By: _____

Date: _____

Date: _____

Date: _____

Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 92-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church.

RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Commercial Offer to Purchase between the City of Sheboygan and Trinity Evangelical Lutheran Church drafted on October 13, 2023, 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, and the Director of Parking & Transit is authorized to complete the Real Estate Condition Report attached to the Offer to Purchase.

BE IT FURTHER RESOLVED: That Res. No. 46-23-24 submitting a previous version of an Offer to Purchase regarding City Parking Lot No. 3 shall be filed.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Approved by the Wisconsin Real Estate Examining Board
1-1-2021 (Optional Use Date) 2-1-2021 (Mandatory Use Date)

Rohde Dales LLP
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WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON October 13, 2023 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~
3 The Buyer, See Addendum A
4 offers to purchase the Property known as 821 Niagara Avenue (additional description on Addendum A)
5 _____
6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
7 650, or attach as an addendum per line 676] in the _____ City _____ of _____ Sheboygan _____, County
8 of _____ Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is Seventy-Eight Thousand, Four Hundred
10 _____ Dollars (\$78,400.00 _____).
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 20-23), and the following additional items: Electrical boxes
13 and utility meters, parking lamps, bushes and trees.
14 _____
15 _____
16 All personal property included in purchase price will be transferred by bill of sale or _____
17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**
19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: City signs and parking meters
21 _____
22 _____
23 _____
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**
26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**
36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before November 2, 2023 _____ . Seller may keep the Property
38 on the market and accept secondary offers after binding acceptance of this Offer.
39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.
42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
44 **CLOSING** This transaction is to be closed on December 20, 2023 _____
45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.
48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**
52 **EARNEST MONEY**
53 **EARNEST MONEY** of \$ _____ accompanies this Offer.
54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
55 **EARNEST MONEY** of \$ 5,000.00 _____ will be mailed, or commercially, electronically
56 or personally delivered within 10 _____ days (5 if left blank) after acceptance.

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57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
 58 title company of Seller's choice) [STRIKE THOSE NOT APPLICABLE]
 59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
 60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
 61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
 62 **disbursement agreement.**
 63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
 64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.
 75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.
 85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 86 occupancy; (4) date of closing; (5) contingency Deadlines [STRIKE AS APPLICABLE] and all other dates and Deadlines in
 87 this Offer except:
 88 _____ . If "Time is of the Essence" applies to a date or Deadline,
 89 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
 90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
 91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
 93 ~~Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated~~
 94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
 95 offer by reference [COMPLETE DATE OR STRIKE AS APPLICABLE] and
 96 will be completed by Seller and delivered to Buyer within 15 days of acceptance for review
 97 and approval
 98 [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)]
 99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
 100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
 101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
 102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
 103 **rescission rights per Wis. Stat. § 709.05.**
 104 "Conditions Affecting the Property or Transaction" are defined to include:
 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
 106 bulges), basement or other walls.
 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
 108 fire safety, security or lighting.
 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
 110 the Property or any Defect related to a joint well serving the Property.
 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
 113 septic system serving the Property not closed or abandoned according to applicable regulations.
 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
 116 on the Property; LP tanks on the Property or any defects in such LP tanks.
 114 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
 119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
 122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
 124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
 126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
 128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
 132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
 134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
 136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
 138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
 139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
 141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
 142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
 143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
 148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
 152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
 153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
 155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
 156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
 159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
 162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
 164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
 165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
 167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
 169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
 173 sliding, settling, earth movement or upheavals.

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174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
 175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
 176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
 177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
 178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
 179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
 180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

182 _____
 183 _____ [insert proposed use and type and
 184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
 186 181-183.

187 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
 188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
 191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
 192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
 194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
 195 cost of Buyer's proposed use described at lines 181-183.

196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
 197 roads.

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither
 199 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit;
 200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.
 201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
 202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
 204 providing" if neither is stricken) a _____ survey
 205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
 206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
 207 (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
 208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
 209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
 211 STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to:
 212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
 214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
 215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
 217 to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
 219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
 220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
 221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
 222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
 223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
 226 Buyer within 30 days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

227 ☒ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity
 228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
 229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
 231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☐ Rent roll:

233 ☐ Other _____

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235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
 236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
 237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
 238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
 240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
 241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left
 243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
 244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
 245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
 247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
 248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
 250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
 254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
 255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
 256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
 257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if
 259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
 260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.
 263 If Seller has the right to cure, Seller may satisfy this contingency by:

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

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
 269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
- 271 (2) Seller has a right to cure but:
 - 272 (a) Seller delivers written notice that Seller will not cure; or
 - 273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
 275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
 276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
 277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
 278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
 279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
 280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
 282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
 283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
 284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
 285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
 286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
 288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
 289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
 290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
 291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
 294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 295 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 which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which 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 feature(s) to be separately inspected, e.g., dumpsite, etc.) which 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 320. Each inspection 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 primary 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 ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection 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 purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 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 days of 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 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 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 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached per line 676. 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.

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 OR 359:**358 ☐ **FIXED-RATE FINANCING:** The annual rate of interest shall not exceed _____%.359 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("4" if left blank) at each subsequent adjustment.362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.364 **NOTE:** If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a
365 contingency for that purpose:366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.374 **CAUTION:** The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
375 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
376 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of
383 unavailability.384 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.404 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 4 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.411 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure:412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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~~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.~~

~~☐ **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.~~

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 _____.

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).

☒ No real estate tax prorate as Buyer and Seller are exempt.

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

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

TITLE EVIDENCE

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

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

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

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

GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than 20 days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

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

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

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

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

503 _____
504 _____ Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 ☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than days ("7" if left blank) before closing, estoppel
506 letters dated within days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

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

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

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

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

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

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

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

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 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.

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

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

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

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

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

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT 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 material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

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

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

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

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.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

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594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
 595 amount of any liability assumed by Buyer.

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

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
 600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
 601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
 603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
 604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
 605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
 606 Offer and proceed under lines 571-578.

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

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
 611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
 612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
 613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
 614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
 615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum A

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622 _____

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650 _____

651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
 652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
 653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
 654 result of the exchange.

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655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 657 658-673.

658 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 659 660 or 661.

660 Name of Seller's recipient for delivery, if any: _____

661 Name of Buyer's recipient for delivery, if any: _____

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

663 Seller: (_____) Buyer: (_____) _____

664 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
 665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 666 address at line 669 or 670.

667 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 668 Party, or to the Party's recipient for delivery, for delivery to the Party's address:

669 Address for Seller: _____

670 Address for Buyer: _____

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

672 Email Address for Seller: dmuench@shorelinemetro.com

673 Email Address for Buyer: zinkel@rohdedales.com and JLeibham@foley.com

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

676 ☒ **ADDENDA**: The attached Addendum A & Condition Report is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Attorney Ryan J. Zinkel, Rohde Dales LLP

678 Buyer Entity Name (if any): Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City

679 (x) _____
 680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

681 (x) _____
 682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
 683

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

688 Seller Entity Name (if any): _____ City of Sheboygan

689 (x) Ryan Sorenson Mayor 11/2/23
 690 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

691 (x) _____
 692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

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

695 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO COMMERCIAL OFFER TO PURCHASE

SELLER: City of Sheboygan
 BUYER: Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin
 PROPERTY: 821 Niagara Avenue, Sheboygan, WI 53081

This "**Addendum**" supplements the terms and provisions set out in the preprinted Commercial Offer to Purchase dated October 13, 2023. and is an integral part thereof. In the event any terms and conditions set forth in the preprinted Commercial Offer to Purchase conflict with the terms and conditions of this Addendum, this Addendum shall control. The preprinted Commercial Offer to Purchase and this Addendum are collectively referred to herein as the "Offer."

Buyer. The Buyer is Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin.

Property. The Property is a paved/improved parking lot located at 821 Niagara Avenue in the City of Sheboygan, Sheboygan County, Wisconsin, 53081 and is also known as Parking Lot Number 3 of the City of Sheboygan and is known as tax parcel identification no. 59281107180.

City of Sheboygan Property Transfers. This Offer is contingent upon the parties agreeing to the additional land/alleys to be transferred at closing as part of this purchase. These areas may include the E/W alley to the South of the Property, a strip of land along the North side of the church playground and a strip of land along the East side of the church playground.

Approval by City of Sheboygan Common Council and City of Sheboygan Parking & Transit Commission. This Offer is contingent upon approval of the sale according to this Offer by the City of Sheboygan Common Council and the City of Sheboygan Parking & Transit Commission.

Approval of Voters Assembly. The officers of the Buyer acknowledge approval of the Offer to Purchase by them and confirm that the Bylaws of the corporation requires ratification and approval by the Voters' Assembly before consummation of the purchase can be accomplished. The officers of Buyer shall, within 30 days of acceptance, present the accepted Offer to Purchase to the Voters' Assembly of the Buyer for ratification and approval. If the Voters' Assembly of the Buyer rejects the ratification and approval of the Offer to Purchase, then Buyer shall give Seller written notice of the termination of this offer within 3 days of such rejection, in which case all earnest money shall be immediately returned to Buyer.

Agreement with Weill Center. This Offer is contingent upon Buyers entering into an agreement with Weill Center prior to Closing regarding ensuring access to their current loading docks and western access doors and a plan for parking of performance buses and trucks.

Brokers Representation. No broker, finder or other person has been retained by any party with respect to this transaction. As such, no fees or commissions are due and owing any person or entity as a result of this transaction.

Attorney Representation. Parties acknowledge that Attorney Ryan J. Zinkel and the law firm of Rohde Dales LLP represents Buyer in this transaction and Attorney Charles Adams, attorney for the City of Sheboygan represents the Seller in this transaction.

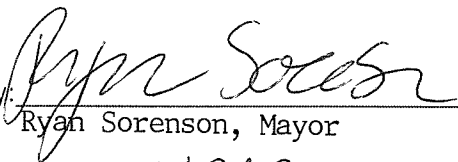
Drafting. The language and terminology herein have been negotiated between the parties and the interpretation of this Offer or any provision hereof shall not be construed against either party by virtue of such party drafting all or any portion hereof.

Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which, upon execution and delivery as prescribed, shall be deemed an original for all purposes. In proving this Agreement, it shall be necessary to account for only one (1) such counterpart signed by the party to be charged.

Signatures. Signatures to this Agreement transmitted by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

SELLER:

City of Sheboygan

By: 
Ryan Sorenson, Mayor

Date: 11/2/23

Date: _____

BUYER:

Trinity Evangelical Lutheran Church of the
Analtered Augsburg Confession City of
Sheboygan, Sheboygan County, Wisconsin

By: _____

Date: _____

Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 88-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, in 2024, the County will distribute \$2,156,072 to local units of government, which includes \$637,980 to the City of Sheboygan during calendar year 2024, which is an increase of \$46,708 from 2023; and

WHEREAS, in 2024 the County will distribute the funds in two equal installments, one in July and one in September; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in the best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement, including filling out "Form A," a copy of which is attached hereto as part of the Intergovernmental Cooperative Agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2024 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. PARTIES. The parties to the Agreement are the City of Sheboygan (Municipality), a municipal corporation with offices at 828 Center Avenue Sheboygan, WI 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. PURPOSE. Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Term. The term of this Agreement is for calendar year 2024.

C. Termination – By County. During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2024, pay to Municipality as a distribution of sales tax revenue, the sum of \$637,980.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortious acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully

cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

City of Sheboygan

By: _____
Authorized Representative Date Signed _____

By: _____
Authorized Representative Date Signed _____

SHEBOYGAN COUNTY

By: _____
Alayne Krause
Sheboygan County Administrator Date Signed _____

By: _____
Vernon Koch
County Board Chair Date Signed _____

S:\Finance\Administrative\Revenue Sharing Program\FY_2024\2024 Agreement.docx



Sheboygan County Shared Revenue Program

Item 13.

Budget Year 2024

(Form A)

Section One

Municipality: City of Sheboygan

Transportation Budget 2023: \$ _____

Transportation Estimated Actual Expenditures for 2023: \$ _____

Transportation Budget Proposed 2024: \$ _____

County Shared Revenue: \$ _____

Per Intergovernmental Agreement Section 6.C. - is the County Shared Revenue increasing what would have otherwise been accomplished in 2024? (check one)

☐ Yes ☐ No ☐ Project is a multi-year project

Section Two - Transportation Project the revenue will be applied to *(If multiple projects, please complete Form A, Section Two for each project):*

Project(s) Description

Where: _____

What work will be done: _____

Project ID: _____

Total cost of Project: \$ _____

Anticipated start of Project: _____

Anticipated completion of Project: _____

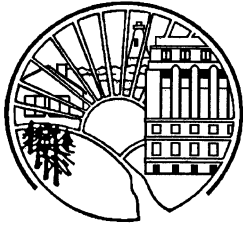
General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

Signature

Date

Title



SHEBOYGAN COUNTY

Item 13.

Vernon Koch
Chairman of the Board

Alayne Krause
County Administrator

August 29, 2023

Ryan Sorenson
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Re: Sheboygan County Transportation Shared Revenue Program

Dear Mr. Sorenson,

As you know, effective January 1, 2017, the Sheboygan County Board enacted the one-half percent county sales tax to help maintain Sheboygan County's transportation system. The County Ordinance includes a provision to share the county sales tax revenue with local units of government to assist you in addressing your own transportation needs. We will be allocating \$2,156,072 for 2024. We will once again allocate based on your municipality's equalized value. The respective amounts are shown in the enclosed equalized value worksheet. Payments will again be disbursed in two equal installments in July 2024 and September 2024.

Please find enclosed the Sheboygan County Sales Tax Revenue-Sharing Intergovernmental Cooperative Agreement which sets forth the terms and conditions upon which Sheboygan County will share sales tax revenue to assist you in maintaining your roads and bridges. A signed Intergovernmental Cooperative Agreement and signed Form A should be returned to the Sheboygan County Finance Department by December 1st. Once all signatures are attained, a copy of the Intergovernmental Agreement will be returned to you for your records.

We respect and appreciate your role in helping maintain a safe and reliable transportation system, and we are striving to keep the process of sharing this revenue efficient, transparent and straight forward. Thank you for your leadership and support. If you have questions, please don't hesitate to contact us, County Finance Director Stephen Hatton, or County Transportation Director Bryan Olson.

Respectfully yours,

Vernon Koch, County Board Chairperson

Respectfully yours,

Alayne Krause, County Administrator

Cc: Finance Director Stephen Hatton
Transportation Director Bryan Olson
Corporation Counsel Crystal Fieber

Enclosed: Intergovernmental Cooperative Agreement
Form A
Equalized Value Worksheet

**Sheboygan County Sales Tax Revenue Sharing with Municipalities
Budget Year 2024**

<u>MUNI NAME</u>	<u>2023 EQ VAL LESS TID</u>	<u>PERCENT</u>	<u>2024 BUDGET</u>	<u>2023 BUDGET</u>	<u>Change</u>
	<u>INCREMENT</u>		<u>ALLOCATION</u>	<u>ALLOCATION</u>	
GREENBUSH	219,043,000	1.59%	\$34,175	\$33,951	\$225
HERMAN	204,192,400	1.48%	\$31,858	\$29,421	\$2,437
HOLLAND	469,560,500	3.40%	\$73,261	\$68,598	\$4,663
LIMA	360,112,000	2.61%	\$56,185	\$51,733	\$4,452
LYNDON	276,216,900	2.00%	\$43,096	\$37,181	\$5,915
MITCHELL	179,273,800	1.30%	\$27,970	\$26,950	\$1,020
MOSEL	183,830,900	1.33%	\$28,681	\$27,694	\$988
TOWN OF PLYMOUTH	533,995,700	3.86%	\$83,315	\$78,726	\$4,589
RHINE	571,183,100	4.13%	\$89,117	\$80,398	\$8,718
RUSSELL	49,817,200	0.36%	\$7,773	\$7,494	\$279
SCOTT	233,001,300	1.69%	\$36,353	\$33,150	\$3,203
TOWN OF SHEBOYGAN	1,143,382,500	8.27%	\$178,392	\$168,341	\$10,051
TOWN OF SHEBOYGAN FALLS	299,177,000	2.16%	\$46,678	\$45,830	\$848
SHERMAN	211,473,400	1.53%	\$32,994	\$29,255	\$3,739
WILSON	685,894,200	4.96%	\$107,014	\$96,296	\$10,718
ADELL	46,850,900	0.34%	\$7,310	\$7,401	-\$92
CASCADE	62,910,300	0.46%	\$9,815	\$8,669	\$1,147
CEDAR GROVE	219,488,400	1.59%	\$34,245	\$31,174	\$3,071
ELKHART LAKE	398,327,100	2.88%	\$62,147	\$58,029	\$4,119
GLENBEULAH	49,274,000	0.36%	\$7,688	\$7,032	\$656
HOWARDS GROVE	389,590,800	2.82%	\$60,784	\$55,802	\$4,982
KOHLER	632,639,700	4.58%	\$98,705	\$87,796	\$10,909
OOSTBURG	302,791,300	2.19%	\$47,242	\$40,332	\$6,910
RANDOM LAKE	214,099,300	1.55%	\$33,404	\$32,479	\$925
WALDO	54,567,000	0.39%	\$8,514	\$7,594	\$920
PLYMOUTH	911,847,000	6.60%	\$142,267	\$131,237	\$11,030
SHEBOYGAN	4,089,066,700	29.59%	\$637,980	\$591,273	\$46,708
SHEBOYGAN FALLS	827,507,100	5.99%	\$129,108	\$123,613	\$5,496
COUNTY TOTAL	13,819,113,500	1.00	\$2,156,072	\$1,997,448	\$158,624

**CITY OF SHEBOYGAN
RESOLUTION 93-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2023 Annual Action Plan.

WHEREAS, the City of Sheboygan allocated \$270,000 of CDBG funding for Kiwanis Park Pickle Ball Courts and \$39,944 for Downtown Placemaking Lighting; and

WHEREAS, these projects will not begin until spring/summer of 2024; and

WHEREAS, the City will utilize program year 2024 CDBG funds to complete these projects; and

WHEREAS, the City intends to reprogram \$250,000 of CDBG funds to support Affordable Housing projects within the City.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the submittal of the Substantial Amendment to HUD to amend the 2023 program year Action Plan, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the City Administrator is designated as the authorized representative of the City to act in connection with the Substantial Amendment to the 2023 Action Plan and to provide such additional information as may be required.

BE IT FURTHER RESOLVED: That City staff is hereby authorized to take any and all steps necessary to effectuate this resolution.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

2023 ANNUAL ACTION PLAN

Community Development Block Grant Program,
U.S. Department of Housing and Urban Development (HUD)



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As a designated entitlement jurisdiction, the City of Sheboygan receives an annual allocation of federal funding to assist in developing a more viable community. To achieve this goal, funds support projects that either provide decent, safe, sanitary housing that is both affordable and sustainable or that expand economic opportunities for low- and moderate-income persons. The 2023 Program Year represents year four of the City of Sheboygan's Five-Year Consolidated Plan (2020-2024), covering the planning period of April 1, 2023 to March 31, 2024. The 2023 Annual Action Plan serves as the City's official application to the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

In alignment with its 2020-2024 Consolidated Plan, and guided by input from residents and community organizations, the City of Sheboygan will utilize CDBG funds to address the following priority needs in PY2023

- Maintaining and improving rental and owner-occupied housing stock
- Job creation through economic development activities that support new or expanding businesses
- Improvements to public facilities
- Supporting agencies addressing priority needs including homelessness, youth services, child care, and affordable housing
- Promoting homeownership

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City reviews quarterly progress reports throughout the program year. The reports are collected and compared to each program or project's written agreement, funding application, formal and informal communications and other publicly available information. City Development staff are also in consistent communication with the Department of Public Works on CDBG-funded public infrastructure projects to ensure all requirements are being met.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

In anticipation of HUD's forthcoming notice of funding allocation, the City released the Notice of Funding Opportunity and Applicant Guide in late January. Targeted to nonprofits, the document educates potential applicants on various aspects of the program, walked through the online application process, and provided a preview of the application and quarterly report.

After official notification of the annual allocation amount was received, staff completed a threshold evaluation of received public service applications. City staff then communicated internally to determine potential projects falling outside the scope of public services. A resolution was then drafted with staff recommendations for allocation amounts which was introduced to the Finance and Personnel Committee at their public meeting on April 10th, 2023. After discussion, the Committee recorded its recommendations and sent the resolution to the Common Council for a vote on April 17th, 2023, which passed. Both meetings were posted publicly and residents were encouraged to comment on proposed allocations.

Following the Council's adoption of the resolution and the completion of the draft version of the Annual Action Plan, the City initiated a 30-day public comment period, which began on July 13th, 2023 and concluded on August 14th, 2023. A final public hearing was also held on August 2nd, 2023. Notice was published in the paper of record, the Sheboygan Press, and posted on the City's website and social media channels. Had any comments been received, the City would have considered and addressed them prior to submitting the Annual Action Plan to HUD for final approval.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received.

7. Summary

The City of Sheboygan seeks and encourages resident feedback on the intended use of CDBG funds. Recognizing that there is always potential for increased engagement, the City continues to explore additional outreach efforts to ensure all residents- particularly the potential beneficiaries of CDBG funds- have the opportunity to be heard.

The recent rollout of Sheboygan's City Hall on Wheels is one way the City hopes to better engage residents. Deploying to meet citizens where they're at, both literally and figuratively, the van is wrapped in dry erase vinyl and will serve as both a public sounding board and as an office on wheels. In addition to gathering citizen feedback, the program will make it possible to bring a variety of services into Sheboygan's neighborhoods such as:

- assisting homeowners to obtain building permits,
- registering residents to vote,
- walking applicants through the housing rehab process
- allowing constituents to dispute citations, and
- the occasional basketball pick-up game or impromptu ice cream social.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SHEBOYGAN	Department of City Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Sheboygan's CDBG Program is administered by staff in the Department of City Development.

Consolidated Plan Public Contact Information

For matters concerning the City of Sheboygan's CDBG Program, please contact: Abby Block, Grant Coordinator, 828 Center Avenue, Suite 208, Sheboygan, WI 53081, (920) 459-3378, abby.block@sheboyganwi.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In developing its most recent Five-Year Consolidated Plan, the City of Sheboygan consulted a number of stakeholders. The process allowed staff to gain valuable insight on current trends affecting the low- to moderate-income population, to assess the needs of the organizations operating in that space, and to better coordinate services. Surveys, focus groups and targeted conversations with other City departments, nonprofits, housing providers, businesses, and additional government agencies provided vital information which was incorporated in the City's 2020-2024 Plan.

The priority needs and goals found in the 2023 Annual Action Plan are aligned with the City's current Consolidated Plan. Ongoing communication with stakeholders and participation in various activities have allowed the City to determine which needs to address with this year's CDBG allocation.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Sheboygan enhances coordination between public and private service providers and agencies through involvement with several organizations and initiatives addressing housing, health, mental health, and other community needs. To this end, City staff serves in various capacities, as listed below:

- Member | The Sheboygan County Housing Coalition, a collaborative effort bringing together more than 50 partner agencies
Co-Chair | Advocacy and Government Affairs Committee
- Member | Wisconsin Balance of State
- Member | Lakeshore CoC
- Committee Member | Habitat for Humanity Lakeside
- Liaison | Sheboygan's Neighborhood Associations
- Co-Founder and Leadership Team Member | Sheboygan Area Nonprofit Network
- Volunteer and Program Host | Big Brothers Big Sisters
- Host | Interdepartmental Neighborhood Revitalization monthly information and resource shares

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Service and funding coordination crucial to the City of Sheboygan's efforts to address the range of needs affecting the homeless population as a whole and the specific challenges encountered by the segments listed. The City's efforts include:

CoC Participation: The City actively participates in the local Lakeshore CoC, which serves as the collaborative body responsible for planning and delivering homeless services in the community. Participation allows the City to contribute to the group's decision-making, the allocation of resources, and its overall coordination efforts.

Service Provider Collaboration: The City collaborates with a number of service providers, including nonprofits and faith-based organizations to ensure delivery of services to homeless individuals and families.

Data Sharing and Analysis: The City collaborates with the CoC and service providers to collect and analyze data on homelessness. By identifying trends and measuring outcomes, the City and its partners are able to make better informed decisions resulting in improved strategies and more effective interventions.

Targeted Programs and Partnerships: The City continues to actively work with affordable housing developers to provide options for seniors, families, veterans, families with children and persons at risk. These efforts increase the availability of rental units obtainable by low- to moderate-income tenants and offer additional permanent housing options for homeless individuals and families.

Public Awareness and Education: Together with the CoC, the City works to raise public awareness about homelessness in order to dispel misconceptions and promote understanding and empathy.

Advocacy and Policy Development: The City engages in collaborative efforts to influence policies at the local, state, and national levels, advocating for increased resources, developing supportive legislation, and creating systemic change.

By coordinating with the CoC and other stakeholders, the City is able to leverage collective expertise, pool resources, and obtain solid data to enhance comprehensive and collaborative approaches to address the needs of the City's homeless population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City's HUD entitlement allocation does not include ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Partners for Community Development
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Local affordable housing developer and management agency and CDBG subrecipient. City staff consults with Partners on an ongoing basis regarding affordable housing and issues facing would-be homebuyers.
2	Agency/Group/Organization	SALVATION ARMY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City's only year-round emergency shelter for men, women and families and CDBG subrecipient. City staff communicates regularly regarding trends and urgent needs.
3	Agency/Group/Organization	LAKESHORE CAP, INC
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing-focused agency, Continuum of Care coordinating agency, and CDBG subrecipient. Staff communicates frequently to remain abreast of emergent issues.
4	Agency/Group/Organization	SHEBOYGAN TRANSIT
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consults on a regular basis to assess community needs and address trends.

5	Agency/Group/Organization	Family Services Association of Sheboygan
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Subrecipient focused on preparing residents for homeownership, preventing eviction and tenant rights.
6	Agency/Group/Organization	HOUSING AUTHORITY OF THE CITY OF SHEBOYGAN
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public Housing administrator consulted regularly for their expertise.
7	Agency/Group/Organization	FAMILY CONNECTIONS
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Child care assistance provider and subrecipient providing information on issues facing residents in need of care.
8	Agency/Group/Organization	Big Brothers/Big Sisters of Sheboygan County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Mentoring organization and subrecipient consulted about issues facing youth.
9	Agency/Group/Organization	HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG subrecipient consulted for information on issues facing residents in the realm of housing.

Identify any Agency Types not consulted and provide rationale for not consulting

None

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Lakeshore CAP	Please see above for information on coordination with CoC

Table 3 – Other local / regional / federal planning efforts**Narrative (optional)**

None

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

A community needs survey was conducted in December of 2019 as part of the Consolidated Plan process. The survey was accessible to City of Sheboygan residents online and was distributed via email, with hard copies available upon request.

Citizen participation in the City's 2023 Annual Action Plan process began with the publication of the Notice of Funding Opportunity (NOFO) in the Sheboygan Press on January 29, 2023, and the posting of the same on the City's website and social media channels. Prior public service applicants and others who had previously expressed interest received the NOFO and Applicant Guide via email.

Notices soliciting public input at relevant committee and Common Council meetings were posted at City Hall and at Mead Public Library as well as published on the City's website, in its newsletter, on its online meeting portal and promoted on social media channels. All CDBG Public Hearings are held in buildings which allow equitable access for elderly and disabled persons.

The first Public Hearing for PY2023 was held on April 10, 2023 during the Finance and Personnel Committee's allocation meeting and a second was held on April 17, 2023 at the Common Council's meeting to debate and vote on allocation amounts. Following the completion of the draft of the Annual Action Plan, a public hearing was scheduled for August 2, 2023 and the 30-day public comment period commenced on July 13, 2023, concluding on August 14, 2023.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	<p>Non-English Speaking - Specify other language: Spanish and Hmong</p> <p>Non-targeted/broad community</p> <p>Nonprofit agencies</p>	The City received 12 applications - 10 public service and 2 housing organizations, 11 of which received preliminary approval in anticipation of HUD's certification	No comments received	No comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-English Speaking - Specify other language: Spanish and Hmong Non-targeted/broad community Nonprofit agencies	The City received 12 applications - 10 public service and 2 housing organizations, 11 of which received preliminary approval in anticipation of HUD's certification	No comments received	No comments received	https://www.sheboyganwi.gov/cdbg-nofo-2023/
3	Public Meeting	Non-targeted/broad community Finance and Personnel meeting to discuss allocation recommendations	No one from the public attended	No comments received	No comments received	https://sheboyganwi.municodemeetings.com/bc-fpc/page/finance-and-personnel-committee-meeting-133

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/broad community Common Council meeting to vote on proposed allocations	No one from the public participated	No comments received	No comments received	https://sheboygan-wi.municodemeetings.com/bc-commoncouncil/page/twenty-sixth-regular-common-council-meeting-0
6	Newspaper Ad	Non-English Speaking - Specify other language: Spanish and Hmong Non-targeted/broad community Notice of 30 day public comment period	No one from the public participated	No comments received	No comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Internet Outreach	<p>Non-English Speaking - Specify other language: Spanish and Hmong</p> <p>Non-targeted/broad community</p> <p>Notice of 30 day public comment period</p>	No one from the public participated	No comments received	No comments received	will update

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Non-English Speaking - Specify other language: Spanish and Hmong Non-targeted/broad community Notice of Public hearing	No one from the public participated	No comments received	No comments received	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Sheboygan anticipates receiving \$865,297 in CDBG funding for 2023 to be spent on Public Service Activities, Housing-Related Activities, Economic Development, Public Facilities/Infrastructure, and Administration. Public Service Activities provide funding to area nonprofit agencies to assist individuals and households with a variety of needs. Economic Development projects primarily include providing funding to private businesses for the creation of jobs. Public Improvements refers to projects that enhance public facilities or infrastructure. Housing-related activities refers to projects that include the acquisition, relocation, demolition, rehabilitation, and/or reconstruction of housing units.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	865,297	150,000	496,940	1,512,237	0	Total reflects prior year resources stemming from Revolving Loan funds available for both Housing Rehabilitation loans and Business loans.

Annual Action Plan
2023

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Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City has a goal of efficiently utilizing federal, state, local and private funds to maximize the number of households that can be assisted. The City of Sheboygan awards funding to subrecipients based on a variety of criteria which includes whether additional funding will be utilized in conjunction with any CDBG award. The investment of CDBG resources enables the City's partners, particularly public service agencies, to direct limited funds derived from fundraising or program fees to initiatives that are not CDBG-eligible. The City also leverages CDBG monies with use of revolving loan funds for both business development and housing rehabilitation.

The CDBG program does not include a match requirement.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City continues to market its publicly owned lands for the creation of affordable housing, actively working with developers to add much-needed affordable units to the City's housing stock, especially in situations that have funding gaps.

Discussion

None

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of existing homes	2020	2024	Affordable Housing	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts	Access to Rental Housing Maintain and Improve Rental Housing Maintain and Improve Owner Occupied Housing	CDBG: \$152,500	Rental units rehabilitated: 2 Household Housing Unit Homeowner Housing Rehabilitated: 14 Household Housing Unit
2	Increased home ownership opportunities	2020	2024	Affordable Housing Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Homeownership	CDBG: \$40,000	Direct Financial Assistance to Homebuyers: 15 Households Assisted Other: 225 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Youth Assistance Program	2020	2024	Non-Homeless Special Needs	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Services	CDBG: \$16,400	Public service activities other than Low/Moderate Income Housing Benefit: 360 Persons Assisted
4	Child Care Assistance	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Services	CDBG: \$3,350	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Community Facilities	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Infrastructure Public Facilities	CDBG: \$352,437	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 875 Persons Assisted Businesses assisted: 25 Businesses Assisted
6	Economic Development	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Economic Development	CDBG: \$550,000	Jobs created/retained: 7 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Homelessness	2020	2024	Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Services	CDBG: \$67,550	Tenant-based rental assistance / Rapid Rehousing: 725 Households Assisted Homeless Person Overnight Shelter: 156 Persons Assisted Homelessness Prevention: 150 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation of existing homes
	Goal Description	
2	Goal Name	Increased home ownership opportunities
	Goal Description	
3	Goal Name	Youth Assistance Program
	Goal Description	
4	Goal Name	Child Care Assistance
	Goal Description	

5	Goal Name	Community Facilities
	Goal Description	
6	Goal Name	Economic Development
	Goal Description	
7	Goal Name	Homelessness
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

None

Projects

#	Project Name
1	HOUSING REHABILITATION
2	HOMEOWNERSHIP
3	YOUTH ASSISTANCE
4	CHILD CARE ASSISTANCE
5	PUBLIC FACILITIES
6	BUSINESS DEVELOPMENT LOANS
7	HOMELESS SERVICES
8	SECTION 108 REPAYMENT
9	PLANNING AND ADMINISTRATION
10	INCREASE THE NUMBER OF AFFORDABLE HOUSING UNITS

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Sheboygan identified and prioritized allocations based on communication with local organizations, citizen feedback and the input of professional staff, including discussions with the Department of Public Works, Parks and Forestry, and Building Inspection.

Obstacles to addressing needs affecting the City's underserved populations include:

- Insufficient funding levels
- Lack of awareness of the program and its services
- Capacity constraints due to staffing shortages within the City and its partner agencies

AP-38 Project Summary
Project Summary Information

1	Project Name	HOUSING REHABILITATION
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	Goals Supported	Preservation of existing homes
	Needs Addressed	Access to Rental Housing Maintain and Improve Rental Housing Maintain and Improve Owner Occupied Housing Homeownership
	Funding	CDBG: \$152,500
	Description	Owner-occupied and renter-occupied housing rehab
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Funding for home rehabilitation through the City's Housing Rehabilitation Loan Program and Habitat for Humanity Lakeside's Critical Repair Program
2	Project Name	HOMEOWNERSHIP
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Increased home ownership opportunities
	Needs Addressed	Homeownership
	Funding	CDBG: \$40,000
	Description	Funds provided will be used by Partners for Community Development to administer a first-time homebuyers' program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Down payment and/or closing cost assistance and housing-related counseling and/or referral services

3	Project Name	YOUTH ASSISTANCE
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	Goals Supported	Youth Assistance Program
	Needs Addressed	Public Services
	Funding	CDBG: \$16,400
	Description	Providing funding for the operation of Big Brothers Big Sisters WI Shoreline and Flawless Hoops
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Youth mentorship programs
4	Project Name	CHILD CARE ASSISTANCE
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	Goals Supported	Child Care Assistance
	Needs Addressed	Public Services
	Funding	CDBG: \$3,350
	Description	Providing funding for the Family Connections program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Assistance with child care costs
5	Project Name	PUBLIC FACILITIES
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District
	Goals Supported	Community Facilities

	Needs Addressed	Economic Development Public Infrastructure Public Facilities Public Services
	Funding	CDBG: \$102,437
	Description	Providing funding for transit services, park improvements and downtown placemaking
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Shoreline Metro transit services, installation of Pickle Ball courts at Kiwanis Park and lighting for the downtown
6	Project Name	BUSINESS DEVELOPMENT LOANS
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$550,000
	Description	Loans to new or expanding businesses
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
7	Planned Activities	Business loans
	Project Name	HOMELESS SERVICES
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	Goals Supported	Homelessness
	Needs Addressed	Public Services

	Funding	CDBG: \$67,550
	Description	Providing funding for the Salvation Army, Sheboygan County Interfaith Organization, Lakeshore CAP, Family Services Association and the Abode
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Emergency Shelter, Transitional Living, Rapid Rehousing, Rental Assistance, Credit Counseling and Eviction Prevention
8	Project Name	SECTION 108 REPAYMENT
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	Goals Supported	Community Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$160,000
	Description	Annual repayment of Section 108 loan
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Repayment of Section 108 loan which provided the capital necessary to renovate the recently opened Uptown Social, a community center for active seniors.
9	Project Name	PLANNING AND ADMINISTRATION
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	Goals Supported	
	Needs Addressed	

	Funding	CDBG: \$170,000
	Description	Costs related to operation the CDBG program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Staff salaries, planning and other administrative expenses
10	Project Name	INCREASE THE NUMBER OF AFFORDABLE HOUSING UNITS
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commercial Business District
	Goals Supported	Homelessness
	Needs Addressed	Access to Rental Housing, Maintain and Improve Rental Housing
	Funding	CDBG: \$250,000
	Description	Increase the number of affordable rental units
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	60 Household Housing Unit

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Sheboygan plans to spend up to 90% of CDBG funds in Low-to Moderate Income areas.

Geographic Distribution

Target Area	Percentage of Funds
BLOCK GRANT TARGET AREA, SHEBOYGAN	80
Downtown Central Commerical Business District	10
Eligible Census Tracts	10

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Rationale for the priorities for allocating investments geographically

The City's plans for 2023 activities will overwhelmingly benefit the City's low- to moderate-income residents. Funds will be used to address high priority needs across the City and are not necessarily targeted geographically. While the City of Sheboygan does not have any formal Neighborhood Revitalization Strategy Areas, funds are used to promote vibrant and healthy residential areas with affordable housing options and expanded economic opportunities. Most of the programs are operated on a city-wide basis. These programs may include client-based public service activities, as well as facility improvements within low-moderate income areas of the City.

Discussion

None

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	80
Non-Homeless	500
Special-Needs	20
Total	600

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	725
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	740

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Goals to be achieved through Public Service funding for agencies serving the homeless (Salvation Army, Sheboygan County Interfaith Organization, the Abode) and providing rental assistance (Lakeshore CAP) as well as supporting housing rehab services available through the City's Housing Rehab Loan program and Habitat for Humanity's Critical Home Repair Program.

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

The Sheboygan Housing Authority, an entity independent of the municipality, manages public housing within the City. City staff will continue to work with the SHA to assist Sheboygan's low-income households through frequent communication and resource sharing and maintaining active participation on the Housing Coalition, Lakeshore Continuum of Care and Wisconsin Balance of State.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Sheboygan Housing Authority partners with Family Service Association to educate tenants on budgeting and homeownership opportunities and refers interested individuals to the homebuyer programs offered by Habitat for Humanity and Partners for Community Development.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Sheboygan Housing Authority is not troubled.

Discussion

None

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

City Development staff participate in the state's bi-annual Point in Time Counts and work in tandem with other departments by hosting monthly Interdepartmental Neighborhood Revitalization resource shares which include the Police Department, Parks and Forestry, Department of Public Works, Building Inspection and Code Enforcement, the City Attorney's Office, the Mayor, representatives from the local landlord association and Sheboygan County Health and Human Services.

Addressing the emergency shelter and transitional housing needs of homeless persons

One of the goals of the City's Five-Year Consolidated plan is to reduce homelessness. The City has allocated 2023 CDBG funds to support programs that assist the homeless population including the Salvation Army, the Abode, Sheboygan County Interfaith Organization, and Lakeshore CAP.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City has allocated funding to Lakeshore CAP and Partners for Community Development to assist in the transition from homelessness and emergency shelter to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City is allocating funds to Lakeshore CAP and Family Services Association for the provision of

programs that help prevent homelessness.

Discussion

The City is active in the realm of homelessness services and prevention. In addition to the Lakeshore CoC and Balance of State, staff sit on the Housing Coalition, made up of approximately 50 agencies, co-chairs its Government and Advocacy Committee and hosts the Coalition's monthly meetings at City Hall and via Zoom. Staff sit on Habitat for Humanity's Rock the Block committee and co-founded the Sheboygan Area Nonprofit Network, still serving as a leadership team member for that organization.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Like many municipalities throughout Wisconsin and across the United States, the City of Sheboygan continues to confront challenges in housing. In April of 2021, the City completed an Affordable Housing Market Study to better understand the need for additional affordable units. The study presents the following findings:

- 1) there is a growing senior population and a lack of independent and assisted living options;
- 2) there is a significant demand for the addition of both affordable and market-rate rental housing;
- 3) there is demonstrated need for new single-family homes; and
- 4) additional funding mechanisms from both State and Federal Programs need to be explored.

Obstacles to ensuring equitable access to decent, affordably-priced housing include aging stock, little opportunity to expand the jurisdictional footprint, discriminatory practices, current zoning restrictions, and the increasing popularity of short-term rentals.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City does not currently use CDBG funds for the development of affordable housing. However, the City leverages other mechanisms, including TIF and ARPA funds to assist with the development of affordable units. The City will continue seeking new financial resources to enhance those that currently exist and will aggressively pursue opportunities to add units to its housing stock.

The City is also exploring changes in zoning ordinance to allow for things like accessory dwelling units, increased density, reduction in parking requirements and incentivized or imposed affordable unit requirements for new developments.

Ensuring all current and hopeful Sheboygan residents have equitable access to housing remains a focus for the City. To that end, the City hosts a comprehensive landlord training program twice each year. Presented by City staff from Development, Building Inspection, Code Enforcement and the Police Department as well as local legal experts, this proactive initiative educates landlords and property managers on their rights and responsibilities in order to prevent housing discrimination and foster equitable housing practices. Covered topics include fair housing laws, prohibited practices, reasonable accommodations, screening and application processes, handling tenant disputes, and promoting inclusive housing environments.

In addition, the City will leverage its strong digital presence and robust follower engagement to better

educate residents on a variety of fair housing topics. Utilizing the website, newsletter, and social media channels will allow the information to reach a larger and more diverse segment of Sheboygan residents than the City's current public information efforts.

Finally, the City has earmarked administrative funds of up to \$2,500 for use on fair housing activities.

Discussion:

None

AP-85 Other Actions – 91.220(k)

Introduction:

None

Actions planned to address obstacles to meeting underserved needs

One of the greatest challenges in meeting the needs of underserved persons is having limited financial resources. The City will continue to encourage the development of affordable apartment projects for extremely low- and low-income households. Such developments would provide permanent housing opportunities for homeless persons and increase the availability of low-cost rental units to assist those who are rent burdened or severely rent burdened. The City will also continue allocating a portion of its annual CDBG funds to support public service agencies that address the special needs of the underserved, including the homeless, those at risk of homelessness, youth, seniors, female-headed households, victims of domestic violence, and the disabled.

Actions planned to foster and maintain affordable housing

Increasing and improving affordable housing is identified as a Priority in the Con Plan and the City remains committed to preserving and improving its current housing stock and to adding additional units of rental and owner-occupied housing and is willing to creatively explore options for accomplishing the same.

Actions planned to reduce lead-based paint hazards

The City will continue to:

- 1) incorporate lead-based paint hazard information in the City's Home Rehabilitation Program;
- 2) make printed information (HUD's pamphlet from the Office of Lead-Based Paint Abatement and Poisoning Prevention) available to the public at several locations, including City Hall
- 3) inform prospective home rehabilitation loan applicants during their initial interview about the potential hazards of lead-based paint and any abatement measures necessary to eliminate the hazard. If the applicant's home was built prior to 1978, City staff will coordinate an inspection of the dwelling to see if potential hazards exist as a result of the deterioration of lead-based paint. If children age seven or younger are present in the home, and if a potential hazard from lead-based paint is identified, City staff will advise the parents about screening their children for elevated levels of lead in the blood and follow

any prescribed abatement requirements resulting from the screening

Actions planned to reduce the number of poverty-level families

The City has established goals and policies designed to improve the local economy and reduce the level of poverty within the community. The City will continue to pursue the following programs and activities during FY 203-22, which are expected to help reduce the number of families at the poverty level:

- 1) Actively encouraging commercial and industrial development in order to increase local employment opportunities for residents and to better serve the business community.
- 2) Recruiting and retaining industry based upon its environmental impact, the number of jobs per acre provided, the percentage of jobs from entry level to executive level, and its ability to utilize the skills of the City's residents.
- 3) Cooperating with the State Employment and Development Department to research the job skills currently found in the community and giving special attention to attracting industries that utilize these skills.
- 4) Promoting affordable housing programs designed to assist primarily to extremely low-, low-, and moderate-income households within the community. A variety of housing assistance programs are available to help those in need of assistance, including renters, first-time homebuyers, existing homeowners, homeless persons, and persons at risk of homelessness.

Actions planned to develop institutional structure

The City will endeavor to improve communications with other local governmental agencies, as well as area non-profit organizations, in order to meet and address the needs of the community. For FY 2023-24, City staff will continue to collaborate internally, as well as with local advocacy groups and other County, State, and Federal organizations.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will work to enhance coordination between public and private housing and social service agencies through improved communication with private housing developers, nonprofit organizations, and public agencies. Priority will be given to strengthening the network between the City and those agencies and groups that assist the homeless, persons threatened with homelessness, and persons with

special needs in order to improve the delivery of services to those households.

Discussion:

None

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

None

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.00%

ORDER DETAILS

PREVIEW FOR AD NUMBER LWIX00312940

Item 14.

Order Number:
LWIX0031294
External Order #:
9466297
Order Status:
Submitted
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
45.46
Payment Type:
Visa
User ID:
L0040586

ACCOUNT INFORMATION

Abby Block
828 Center Ave Suite 208
Sheboygan, WI 53081
920-838-2949
abby.block@sheboyganwi.gov
City of Sheboygan
Contract ID:

PAYMENT DETAILS

VisaXXXXXXXXXXXX4798

TRANSACTION REPORT

Date
October 30, 2023 6:27:13 PM EDT
Amount:
45.46

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWIX00312940

November 2, 2023
Sheboygan Press

PUBLIC NOTICE
A SUBSTANTIAL AMENDMENT TO THE
CITY OF SHEBOYGAN'S
PY 2023 COMMUNITY DEVELOPMENT
BLOCK GRANT
ANNUAL ACTION PLAN/FIVE-YEAR
CONSOLIDATED PLAN

This notice shall inform interested persons of a Substantial Amendment to the City of Sheboygan's Community Development Block Grant (CDBG) Annual Action Plan for Program Year (PY) 2023.

The proposed amendment is the reprogramming of \$250,000 in public facilities funding from street lighting and the Kiwanis Pickleball Courts to Acquisition and Soft Costs associated with the development of affordable housing. The public facility projects will be considered for additional funding with the PY 2024 CDBG allocation.

The U.S. Department of Housing and Urban Development (HUD) requires a 30-day Public Comment Period for Substantial Amendments. On or about December 4, 2023, the City of Sheboygan will submit the Substantial Amendment to HUD for approval.

The Substantial Amendment will be posted on the City's official website at www.sheboyganwi.gov. Copies may also be viewed at the Department of Planning and Development, 828 Center Avenue, Suite 208, Sheboygan, WI 53081.

The City will accept comments from November 2, 2023 until December 3, 2023. Public Comments can be emailed to Abby Block, Grant Coordinator at abby.block@sheboyganwi.gov or can be mailed to the City of Sheboygan, Department of City Development, Attn: Grant Coordinator, 828 Center Avenue, Suite 208, Sheboygan, WI 53081. If you would like to make a public comment by phone, please call (920) 459-3378. All public comments will be taken into consideration prior to sending the Substantial Amendment to the U.S. Department of Housing and Urban Development.

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PUBLIC HEARINGS
CITY OF SHEBOYGAN
COMMUNITY DEVELOPMENT BLOCK
GRANT

Item 14.

The City of Sheboygan will hold public hearings on Monday, November 13th, 2023 to gather feedback on its Community Development Block Grant (CDBG) program. Hearings will be held to gather public feedback on the following:

- The Consolidated Annual Performance Evaluation Report (CAPER) for Program Year (PY) 2022. The CAPER is available on the City's website at www.sheboyganwi.gov. A 30-day Public Comment Period began on October 19, 2023 and concludes on November 20, 2023;
- A Substantial Amendment to the City's 2023 Annual Action Plan to reallocate funds. The Amendment is available for viewing on the City's website at www.sheboyganwi.gov. A 30-day Public Comment Period began on November 2, 2023 and concludes on December 3, 2023; and
- The City's critical community development and housing concerns. Public input will be considered when determining the priority needs to be addressed with anticipated CDBG funds in the 2024 Program Year.

The CDBG program provides federal funds which must be used to provide decent housing and suitable living environments, address community service and facility needs, and expand economic opportunities for primarily low- and moderate-income persons.

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Feedback from all interested parties is welcome in-person during the hearings or via phone, by email or in writing during the corresponding public comment period as listed above. To comment or for further information, contact Abby Block, Grant Coordinator, by phone at 920-459-3378, by email at abby.block@sheboyganwi.gov or by mail at Department of City Development, Attn: Grant Coordinator, 828 Center Ave, Ste 208, Sheboygan, WI 53081.

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Para recibir este aviso en español, contacta a Abby Block al 920-459-3378 o

abby.block@sheboyganwi.gov.

Yog koj xav tau daim ntawv ceeb toom
no ua lus Hmoob, thov hu rau Abby Block
ntawm 920.459.3378 lossis email abby.
block@sheboyganwi.gov.

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November 2 2023

LWIX0031295

Item 14.

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PUBLIC COMMENT PERIOD
CITY OF SHEBOYGAN
COMMUNITY DEVELOPMENT BLOCK
GRANT - CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION

Item 14.

The City of Sheboygan has prepared its 2022 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD). The CAPER details Community Development Block Grant activities undertaken by the City of Sheboygan during the 2022 program year.

The City will consider comments until November 20, 2023. Written comments may be submitted to: development@sheboyganwi.gov or via U.S. Mail to: City of Sheboygan – Planning and Development, 828 Center Avenue, Suite 208, Sheboygan WI 53081.

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The City shall consider all public input received before preparing its final submission, in addition to providing HUD with a summary of such comments as they related to the 2022 CAPER. Interested parties can view the City's website at www.sheboyganwi.gov on October 20, 2022 to view a copy of the report.

WNAXLP

October 20 2023

LWIX0028345



PO Box 630848 Cincinnati, OH 45263-0848

PROOF OF PUBLICATION

Suite 208
 Janet Duellman
 828 Center Ave Suite 208
 Sheboygan WI 53081

STATE OF WISCONSIN, COUNTY OF BROWN

I being duly sworn, doth depose and say that I am an authorized representative of the Sheboygan Press, a daily newspaper published in said county and that an advertisement of which the annexed is a true copy, taken from said paper, has been published in said newspaper in the issues dated:

10/20/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 10/20/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$37.66

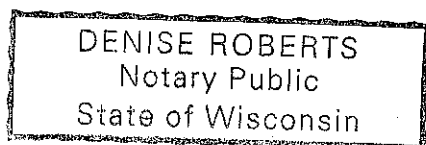
Order No: 9421280

of Copies:

Customer No: 1191901

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PO #: LWIX0028345

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CDBG

Community Needs Public Hearing

About the Community Development Block Grant

**Administered
by HUD**



Primary Objectives

Providing the following for low- to moderate-income persons:

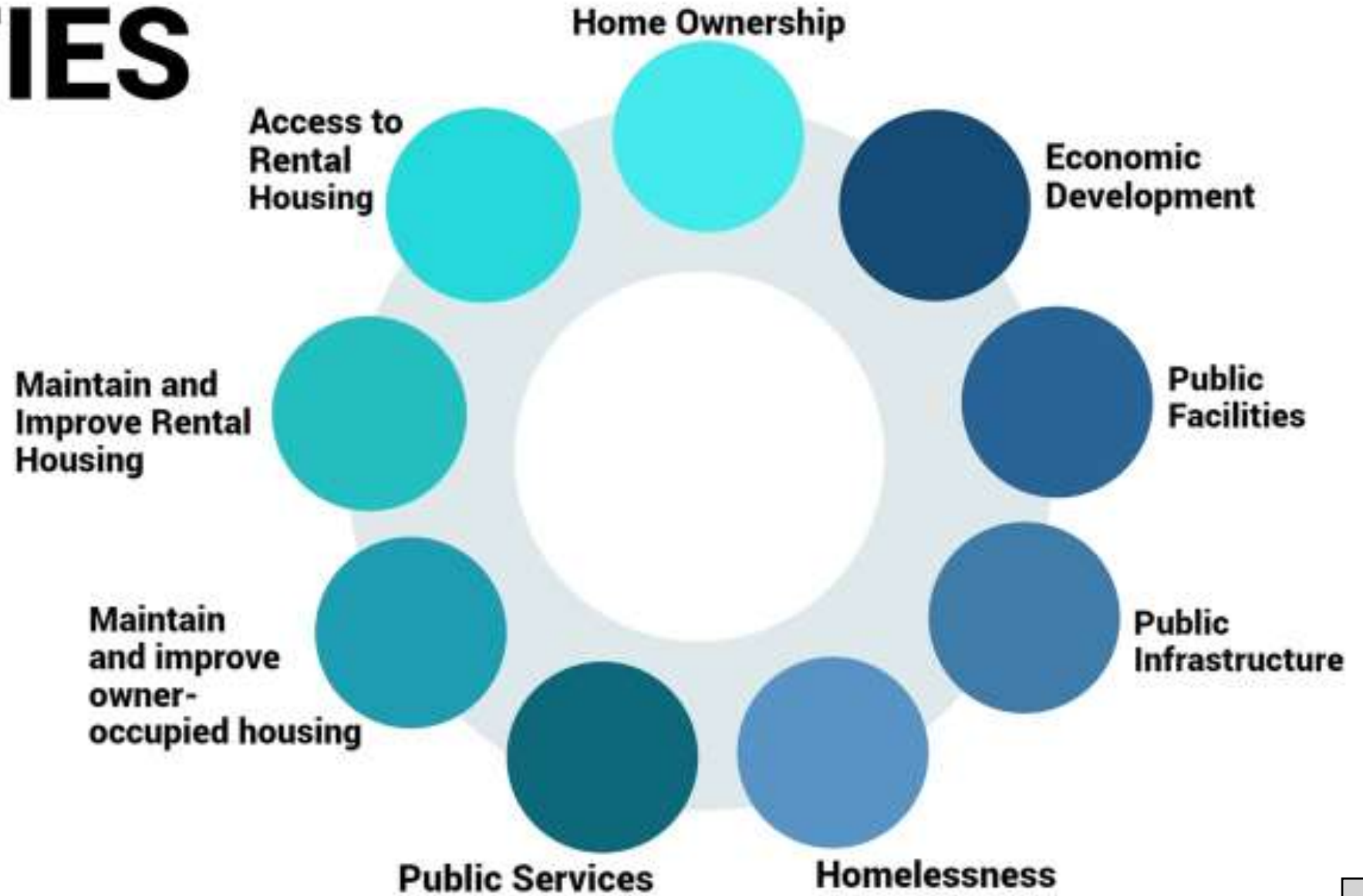
- decent housing;
- suitable living environments;
- expanded economic opportunities

**Sheboygan's
Allocation**

**≈ \$865,000
per year**

ConPlan PRIORITIES

Item 15.



Housing Progress

GOAL	EXPECTED ACCOMPLISHMENT FROM 5-YEAR CON PLAN	ACTUAL ACHIEVED	PROGRESS TO DATE (YEARS 1-3)
Preservation of existing homes	30 owner-occupied households receive funding for rehabilitation	28	93%
Increased home ownership opportunities	15 households assisted with downpayment and budget counseling	114	760%
Affordable Housing market analysis	1 report produced and shared with the public	1	100%
New owner-occupied construction	3 rental units and 2 homeowner housing units added to Central City neighborhoods	0	0%

Public Services Progress

GOAL	EXPECTED ACCOMPLISHMENT FROM 5-YEAR CON PLAN	ACTUAL ACHIEVED	PROGRESS TO DATE (YEARS 1-3)
Mental health and health services	150 persons assisted	283	189%
Youth assistance program	400 persons assisted	2851	713%
Child care assistance	100 persons assisted	222	222%

Homelessness Progress

GOAL	EXPECTED ACCOMPLISHMENT FROM 5-YEAR CON PLAN	ACTUAL ACHIEVED	PROGRESS TO DATE (YEARS 1-3)
Homelessness	1,000 persons receive services	4074	407%
	200 persons are given overnight shelter	231	116%
	500 persons at-risk of becoming homeless receive prevention assistance	583	117%

Neighborhood Revitalization Progress

GOAL	EXPECTED ACCOMPLISHMENT FROM 5-YEAR CON PLAN	ACTUAL ACHIEVED	PROGRESS TO DATE (YEARS 1-3)
Neighborhood revitalization and stabilization	30,000 people impacted by public infrastructure improvements	46,925	64%
	300 households address code violations	1069	356%
	5 buildings demolished	0	0%
	30,000 people impacted by public infrastructure improvements	46,925	64%

Economic Development Progress

Item 15.

GOAL	EXPECTED ACCOMPLISHMENT FROM 5-YEAR CON PLAN	ACTUAL ACHIEVED	PROGRESS TO DATE (YEARS 1-3)
Economic Development	35 jobs created	38	109%

Public Facilities Progress

GOAL	EXPECTED ACCOMPLISHMENT FROM 5-YEAR CON PLAN	ACTUAL ACHIEVED	PROGRESS TO DATE (YEARS 1-3)
Community facilities (Uptown Social)	15,000 persons impacted by public facilities projects	6700	45%

PUBLIC INPUT

Item 15.

What do you see as the biggest needs facing the City?

Any other feedback you wish to share?

Questions? Please reach out

Item 15.

Abby Block, Grant Coordinator



(920) 459- 3378



abby.block@sheboyganwi.gov



ORDER DETAILS

PREVIEW FOR AD NUMBER LWIX00312940

Item 16.

Order Number:
LWIX0031294
External Order #:
9466297
Order Status:
Submitted
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
45.46
Payment Type:
Visa
User ID:
L0040586

ACCOUNT INFORMATION

Abby Block
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Sheboygan, WI 53081
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Yog koj xav tau daim ntawv ceeb toom
no ua lus Hmoob, thov hu rau Abby Block
ntawm 920.459.3378 lossis email abby.
block@sheboyganwi.gov.

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November 2 2023

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Item 16.

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